

AFTER RECORDING RETURN TO:

ANA LAZO TENZER, ESQ.
BROWNSTEIN HYATT FARBER SCHRECK, LLP
410 17TH STREET, SUITE 2200
DENVER, CO 80202

00902898 B: 2040 P: 0001

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Alan Spriggs, Summit County Utah Recorder

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SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, is made this 30 day of June, 2010, between **THE PRESERVE DEVELOPMENT COMPANY LLC**, a Utah limited liability company ("**Grantor**"), with a mailing address of 3407 Big Spruce Way, Park City, Utah 84098 ("**Grantor**"), and **FCOI PRESERVE LLC**, a Delaware limited liability company ("**Grantee**"), with a mailing address of 1345 Avenue of the Americas, 46th Floor, New York, NY 10020.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its successors, transferees and assigns forever, all the real property, situate, lying and being in the Counties of Morgan and Summit, State of Utah, legally described on the attached **Exhibit A** which is incorporated herein by this reference, together with all improvements, if any (the "**Property**").

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and any and all easements or right to use easements relating to the Property, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, its successors, transferees and assigns forever. And Grantor, for itself, and its successors and assigns, does covenant, grant, bargain and agree to and with Grantee, its successors and assigns, that at the time of the ensealing and delivery of these presents, it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, except for the matters set forth on **Exhibit B** attached hereto and incorporated herein by this reference.

This Special Warranty Deed is an absolute conveyance, the Grantor having transferred the Property to the Grantee for fair and adequate consideration, such consideration, being described in those certain agreements between Grantor and Lender dated as of December 18, 2009 (collectively, the "Agreement"). Grantor declares that this conveyance is freely and fairly made, and that there are no agreements, oral or written, other than this Special Warranty Deed, the Agreement and the documents referenced therein between Grantor, Lender and Grantee with respect to the Property.

Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of Grantee, its successors, transferees and assigns, against all and every person or persons lawfully claiming by through or under Grantee.

[SIGNATURES ON FOLLOWING PAGE]

EXHIBIT A
to
SPECIAL WARRANTY DEED

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1 (Summit County):

Lots 52 through 56, 59 through 76, and 78 through 87, The Preserve Subdivision Phase 3, together with all common areas, open space and roadways; according to the official plat thereof, on file and of record in the Summit County Recorder's Office; more particularly described as follows:

Located in Section 31 and the Southwest Quarter of Section 32, Township 1 North, Range 4 East and Section 6, Township 1 South, Range 4 East, Salt Lake Base and Meridian, and more particularly described as follows:

Beginning at the Southwest Corner of Section 31, Township 1 North, Range 4 East, Salt Lake Base and Meridian; and running thence N00°16'38"E 2654.37 feet along the Section Line to the West Quarter Corner of said Section 31; thence N00°18'05"E 2671.07 feet along the Section Line to the Northwest Corner of said Section 31; thence S89°19'00"E 3716.20 feet along the Section Line to the North Quarter Corner of said Section 31; thence S89°59'22"E 247.50 feet along the Section Line; thence S00°01'04"E 355.14 feet to the Westerly Boundary Line of Stagecoach Estates Plat "D" recorded March 21, 1988 as Entry No. 287463 in the Office of the Summit County Recorder; thence the following ten courses along said Westerly Boundary Line: (1) thence S77°53'39"W 426.96 feet; (2) thence S01°40'57"W 1580.00 feet; (3) thence S80°49'03"E 1000.00 feet; (4) thence N11°10'57"E 200.00 feet; (5) thence N84°40'57"E 700.00 feet; (6) thence S01°19'03"E 1077.11 feet; (7) thence S20°19'03"E 688.25 feet; (8) thence S33°19'03"E 1105.88 feet; (9) thence S40°19'03"E 453.37 feet; (10) thence N45°10'50"E 134.98 feet to the Westerly Boundary Line of Stagecoach Estates Plat "C" recorded March 21, 1988 as Entry No. 287462 in the Office of the Summit County Recorder; thence S40°19'03"E 673.84 feet along said Westerly Boundary Line to the Section Line; thence N89°54'54"W 328.96 feet along the Section Line; thence N00°04'00"E 225.31 feet; thence N89°56'00"W 200.44 feet; thence S00°03'08"E 225.25 feet to the Southeast Corner of said Section 31; thence N89°44'31"W 191.52 feet along the Section Line to the Northeast Corner of Section 6, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence S00°15'10"W 2073.06 feet along the Section Line; thence S80°39'26"W 869.01 feet; thence S55°03'10"E 16.62 feet; thence S11°08'05"E 111.45 feet; thence S30°27'58"E 84.24 feet; thence S01°04'44"W 145.48 feet; thence S07°22'06"E 230.43 feet; thence S05°53'04"W 105.99 feet; thence S19°01'08"W 113.72 feet to the Northerly Boundary Line of The Ridge at Red Hawk recorded May 28, 1997 as Entry No. 479638 in the Office of the Summit County Recorder; thence the following four courses along said Northerly Boundary Line: (1) thence N89°59'55"W 676.67 feet; (2) thence Southeasterly 114.95 feet along the arc of a 585.00 foot radius curve to the right, chord bears S01°36'48"E 114.76 feet; (3) thence N71°14'55"W 1667.24 feet; (4) thence S89°01'26"W 2372.03 feet to the Section Line; thence N00°54'10"W 453.49 feet along the Section Line to the West Quarter Corner of said Section 6; thence N01°00'44"W 2165.28 feet along the Section Line to the Northwest Corner of said Section 6; thence N01°01'04"W 40.76 feet along the Section Line to the Northeast Corner of Section 1, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence N89°45'46"W 745.49 feet along the Section Line to the point of beginning.

Less and Excepting therefrom any portion within Morgan County.

Less and Excepting therefrom Lot 51, The Preserve Subdivision Phase 3; according to the official plat thereof, on file and of record in the Summit County Recorder's Office.

Further less and excepting therefrom Open Space 1, Open Space 2, Open Space 3, Lots 65, 66, 67, 68, 69, 72, 73, 74, 75, and 76, The Preserve Subdivision Phase 3; according to the official plat thereof, on file and of record in the Summit County Recorder's Office.

PARCEL 1-A (Morgan County):

That portion of the following property located within Morgan County:

Beginning at the Southwest Corner of Section 31, Township 1 North, Range 4 East, Salt Lake Base and Meridian; and running thence N00°16'38"E 2654.37 feet along the Section Line to the West Quarter Corner of said Section 31; thence N00°18'05"E 2671.07 feet along the Section Line to the Northwest Corner of said Section 31; thence S89°19'00"E 3716.20 feet along the Section Line to the North Quarter Corner of said Section 31; thence S89°59'22"E 247.50 feet along the Section Line; thence S00°01'04"E 355.14 feet to the Westerly Boundary Line of Stagecoach Estates Plat "D" recorded March 21, 1988 as Entry No. 287463 in the Office of the Summit County Recorder; thence the following ten courses along said Westerly Boundary Line: (1) thence S77°53'39"W 426.96 feet; (2) thence S01°40'57"W 1580.00 feet; (3) thence S80°49'03"E 1000.00 feet; (4) thence N11°10'57"E 200.00 feet; (5) thence N84°40'57"E 700.00 feet; (6) thence S01°19'03"E 1077.11 feet; (7) thence S20°19'03"E 688.25 feet; (8) thence S33°19'03"E 1105.88 feet; (9) thence S40°19'03"E 453.37 feet; (10) thence N45°10'50"E 134.98 feet to the Westerly Boundary Line of Stagecoach Estates Plat "C" recorded March 21, 1988 as Entry No. 287462 in the Office of the Summit County Recorder; thence S40°19'03"E 673.84 feet along said Westerly Boundary Line to the Section Line; thence N89°54'54"W 328.96 feet along the Section Line; thence N00°04'00"E 225.31 feet; thence N89°56'00"W 200.44 feet; thence S00°03'08"E 225.25 feet to the Southeast Corner of said Section 31; thence N89°44'31"W 191.52 feet along the Section Line to the Northeast Corner of Section 6, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence S00°15'10"W 2073.06 feet along the Section Line; thence S80°39'26"W 869.01 feet; thence S55°03'10"E 16.62 feet; thence S11°08'05"E 111.45 feet; thence S30°27'58"E 84.24 feet; thence S01°04'44"W 145.48 feet; thence S07°22'06"E 230.43 feet; thence S05°53'04"W 105.99 feet; thence S19°01'08"W 113.72 feet to the Northerly Boundary Line of The Ridge at Red Hawk recorded May 28, 1997 as Entry No. 479638 in the Office of the Summit County Recorder; thence the following four courses along said Northerly Boundary Line: (1) thence N89°59'55"W 676.67 feet; (2) thence Southeasterly 114.95 feet along the arc of a 585.00 foot radius curve to the right, chord bears S01°36'48"E 114.76 feet; (3) thence N71°14'55"W 1667.24 feet; (4) thence S89°01'26"W 2372.03 feet to the Section Line; thence N00°54'10"W 453.49 feet along the Section Line to the West Quarter Corner of said Section 6; thence N01°00'44"W 2165.28 feet along the Section Line to the Northwest Corner of said Section 6; thence N01°01'04"W 40.76 feet along the Section Line to the Northeast Corner of Section 1, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence N89°45'46"W 745.49 feet along the Section Line to the point of beginning.

Less and Excepting therefrom:

Beginning at the Northwest Corner of Section 31, Township 1 North, Range 4 East, Salt Lake Base and Meridian and running thence South 89°19'00" East 3716.20 feet along the Section Line to the North Quarter Corner of Section 31; thence South 89°59'22" East 247.50 feet along the Section Line; thence South 00°01'04" East 250.84 feet; thence South 81°11'35" West 64.26 feet; thence South 83°07'03" West 207.11 feet; thence South 78°50'14" West 160.80 feet; thence North 89°58'18" West 198.54 feet; thence South 72°21'32" West 646.99 feet; thence South 48°38'36" West 121.79 feet; thence South 85°40'45" West 231.89 feet; thence South 66°23'28" West 371.34 feet; thence South 67°59'24" West 389.16 feet; thence South 47°15'53" West 113.62 feet; thence South 68°12'17" West 364.70 feet; thence South 47°40'32" West 323.28 feet; thence South 78°39'51" West 122.80 feet; thence North 85°37'07" West 258.18 feet; thence West 20.68 feet; thence North 39°49'41" West 76.63 feet; thence North 70°13'06" West 632.60 feet to the Section Line; thence North 00°18'05" East 1,111.05 feet to the point of beginning.

Further less and excepting therefrom Open Space 1, Open Space 2, The Preserve Subdivision Phase 3; according to the official plat thereof, on file and of record in the Summit County Recorder's Office.

Tax ID No. PRESRV-3-52 through PRESRV-2-56, PRESRV-3-59 through PRESRV-3-64, PRESRV-3-70, PRESRV-3-71, PRESRV-3-77 through PRESRV-3-87, (Summit County) and 01-001-060 (Morgan County)

PARCEL 2 (Summit County):

All of Lots 24, 27, 35, and 36, THE PRESERVE PHASE 2; according to the official plat thereof, on file and of record in the Summit County Recorder's Office.

Tax ID No. PRESRV-2-Lot#

Also Lot 43A, of the THE PRESERVE PHASE 2 FIRST AMENDMENT TO LOT 43; according to the official plat thereof, on file and of record in the Summit County Recorder's Office.

Tax ID No. PRESRV-2-43-1AM

PARCEL 3 (Summit County):

Beginning at a point which is North 00°02'19" East along the Section line 41.16 feet from the Southwest corner of Section 5, Township 1 South, Range 4 East, Salt Lake Base and Meridian; (Basis of bearing being South 00°11'44" West 2660.65 feet between said Southwest corner and the West Quarter Corner of Section 8;) said point of beginning also being on the Northerly line of The Ridge at Red Hawk, on file as Entry No. 479638 at the Summit County Recorder's Office; and running thence North 00°02'19" East along the Section line 2658.80 feet to the West Quarter Corner of said Section 5; thence North 00°07'16" West along the Section line 2130.13 feet to the Northwest corner of said Section 5; thence South 89°55'35" East along the Section line 981.00 feet; thence South 00°04'31" West 1000.00 feet; thence South 89°55'35" East

1195.78 feet; thence South 00°04'31" West 29.00 feet; thence South 89°55'35" East 423.22 feet; thence North 00°04'31" East 1029.00 feet to the North Line of said Section 5; thence South 89°55'35" East along the Section Line 896.55 feet; thence South 00°04'15" West 2116.44 feet to the North line of the Amended Plat Goshawk Ranch on file as Entry No. 547374 at the Summit County Recorder's Office; thence along said North Line and the West Line of said Amended Plat Goshawk Ranch the following two (2) courses: 1) thence South 89°43'32" West 838.18 feet; thence South 00°00'30" West 2696.22 feet to the South Quarter Corner of said Section 5, said point also being on the North line of Red Hawk Ranch Plat B on file as Entry No. 520593 at the Summit County Recorder's Office; thence along the Northerly Boundary of said Red Hawk Ranch Plat B the following five (5) courses; 1) thence South 89°48'26" West along the Section Line 640.79 feet; 2) thence South 66°27'18" West 1050.76 feet; 3) thence North 61°05'06" West 647.31 feet; 4) thence North 82°25'23" West 270.81 feet; 5) thence North 63°43'15" West 238.16 feet to the point of beginning.

Less and excepting therefrom any portion thereof within the bounds of the following:

The Preserve Phase 2; according to the official plat thereof, on file and of record in the Summit County Recorder's Office.

Further excepting therefrom any portion thereof with the bounds of the following:

Beginning at a point which is North 00°07'16" West along the Section Line 59.14 feet from the West Quarter Corner of Section 5, Township 1 South, Range 4 East, Salt Lake Base and Meridian, (Basis of Bearing being North 00°07'16" West 2130.13 feet between said West Quarter Corner and the Northwest Corner of said Section 5); and running thence North 00°07'16" West along said Section line, 1071.39 feet; thence East 35.04 feet; thence South 1066.00 feet; thence South 80°39'21" West 33.22 feet to the point of beginning.

Further excepting therefrom any portion thereof with the bounds of the following:

Beginning at point which is North 00°02'19" East along the Section line 1634.69 feet from the Southwest Corner of Section 5, Township 1 South, Range 4 East, Salt Lake Base and Meridian, (Basis of Bearing being North 00°02'19" East 2699.96 feet between said Southwest Corner and the West Quarter Corner of said Section 5); and running thence North 00°02'19" East along said Section Line 384.14; thence South 54°46'01" East 315.91 feet; thence South 22°33'54" West 153.16 feet; thence South 67°35'02" West 65.79 feet; thence South 75°41'33" West 143.14 feet to the point of beginning.

Tax ID No. SS-13-B-1

PARCEL 4 (intentionally omitted).

PARCEL 5 (Summit County):

Beginning at a point N00°01'13"E 1381.32 feet along the Section Line and West 655.64 feet from the Southeast Corner of Section 6, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running thence N10°47'15"W 143.81 feet; thence N29°08'01"W 256.14 feet;

thence N17°24'38"E 98.00 feet; thence N89°59'55"W 22.08 feet; thence N19°01'08"E 113.72 feet; thence N05°53'04"E 105.99 feet; thence N07°22'06"W 230.43 feet; thence N01°04'44"E 145.48 feet; thence N30°27'58"W 84.24 feet; thence N11°08'05"W 111.45 feet; thence S55°03'10"E 1028.89 feet; thence S00°01'13"W 384.67 feet along said Section Line; thence westerly 51.74 feet along the arc of a 100.00 feet radius curve to the right, chord bears N89°30'18"W 51.16 feet; thence westerly 95.58 feet along the arc of a 75.00 feet radius curve to the left, chord bears S68°48'31"W 89.24 feet; thence southwesterly 64.02 feet along the arc of a 100.00 feet radius curve to the right, chord bears S50°38'25"W 62.93 feet; thence S68°58'50"W 506.40 feet to the point of beginning.

Tax ID No. SS-14-C

PARCEL 6 (Summit County):

Beginning at a point which is North 00°02'19" East along the Section Line 41.17 feet from the South West Corner of Section 5, Township 1 South, Range 4. East, Salt Lake Base and Meridian (Basis of Bearing being North 00°02'19" East 2699.96 feet between said South West Corner and the West Quarter Corner of said Section 5), said point also being on Northerly Line of The Ridge At Red Hawk Subdivision on file as Entry No. 479638 at the Summit County, Utah Recorder's Office; thence along the Boundary of said The Ridge At Red Hawk Subdivision the following seven (7) courses: 1) thence North 63°43' 15" West 318.94 feet; 2) thence North 78°23'11" West 222.60 feet; 3) thence North 50°43'50" West 217.91 feet; 4) thence North 31°33'11" West 131.88 feet; 5) thence North 03°44'03" West 98.74 feet; 6) thence North 20°18' 18" East 469.70 feet; 7) thence North 10°47'20" West 371.56 feet; thence North 68°59'57" East 506.39 feet to a point of curvature of a 100.00 foot radius curve to the left, the center of which bears North 21°00'03" West; thence Northeasterly along the arc of said curve 64.02 feet through a central angle of 36°40'51" to a point of reverse curvature of a 75.00 foot radius curve to the right, the center of which bears South 57°40'54" East; thence Northeasterly along the arc of said curve 95.58 feet through a central angle of 73°01'04" to a point of reverse curvature of a 100.00 foot radius curve to the left, the center of which bears North 15°20'10" East; thence Northeasterly along the arc of said curve 51.74 feet through a central angle of 29°38'37" to the West Line of said Section 5; thence South 00°02'19" West along said section line 1593.52 feet to the point of beginning.

And

Beginning at a point which is North 00°02'19" East along the Section Line 2018.84 feet from the South West Corner of Section 5, Township 1 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being North 00°02'19" East 2699.96 feet between said South West Corner and the West Quarter Corner of said Section 5); and running thence North 55°03'15" West 1045.98 feet; thence North 80°39'21" East 869.26 feet to the West line of said Section 5; thence South 00°07'16" East along said Section Line 59.14 feet to the West Quarter Corner of said Section 5; thence South 00°02'19" West along said section line 681.14 feet to the point of beginning.

TAX ID No. SS-14

The hereinabove described Parcels are together with the following rights of way:

- 1) A Right of Way 50 feet in width in common with all other land purchasers on Bitner Ranch on existing roads, or as adjusted for all, across property in Section 32, Township 1 North, Range 4 East, and Sections 5, 8, 17 and 20, Township 1 South Range 4 East, to provide ingress and egress, as limited and conditioned; as granted in that certain Warranty Deed recorded February 2, 1977 as Entry No. 136169 in Book M90 at page 28 and re-recorded December 8, 1978 as Entry No. 151580 in Book M-124 at page 384 of Official Records.
- 2) A Right of Way for vehicular ingress and egress over and across Sections 1 and 2, Township 1 South, Range 3 East, Salt Lake Base and Meridian; less and excepting therefrom all subdivided lands thereon; as granted in that certain Right of Way recorded August 31, 1984 as Entry No. 224592 in Book 312 at page 818 of Official Records.
- 3) A perpetual easement for ingress and egress, as granted by The Jeremy Ltd., a Utah limited partnership, in that certain Grant of Easement recorded April 27, 1988 as Entry No. 289616 in Book 475 at page 549 of Official Records.

An Amendment of Easement was recorded October 13, 1994 in Book 843 at page 107 of Official Records.

An Order Granting Summary Judgement and Judgement regarding said easement was recorded August 31, 1994 as Entry No. 413785 in Book 833 at page 417 of Official Records.

- 4) A Cross Easement Agreement recorded November 24, 1995 as Entry No. 443078 in Book 926 at page 572 of Official Records.

An Acknowledgement and Release Under Cross Easement Agreement was recorded August 16, 1999 as Entry No. 546635 in Book 1282 at page 724 of Official Records

- 5) An Emergency Cross-Easement Agreement was recorded September 15, 1988 as Entry No. 517672 in Book 1182 at page 426 of Official Records.

- 6) A Trails Cross Easement Agreement recorded August 16, 1999 as Entry No. 546641 in Book 1282 at page 749 of Official Records.

- 7) A perpetual, non-exclusive easement and right of way for ingress and egress by vehicular and pedestrian traffic over and across Bitner Ranch Road, pursuant to the unrecorded Bitner Ranch Road Private Road Easement Amendment, Construction and Maintenance Agreement, dated August 13, 1997.

An Amendment to Bitner Ranch Road Easement was recorded April 4, 2000 as Entry No. 562784 in Book 1313 at page 1535 of Official Records.

- 8) Easements and rights of way as shown on the Official Plat of Red Hawk.

- 9) A non-exclusive right of way 100 feet in width for ingress and egress, said right of way being 50 feet on each side of the following described center line:

Beginning at a point which is South 1433.19 feet and West 2200.34 feet from the Southeast corner of Section 17, Township 1 South, Range 4 East, Salt Lake Base and Meridian (Said point being on the center line of an existing dirt road and the Northerly line of a county road;) and running thence North 12°37'36" West 90.16 feet; thence North 16°44'02" West 204.35 feet; thence North 02°33'32" East 59.86 feet; thence North 49°08'45" East 510.31 feet; thence North 79°39'38" East 258.66 feet; thence North 32°48'09" East 174.02 feet; thence North 11°01'47" West 597.08 feet, more or less, to the Southerly Line of Section 17; thence North 00°22'58" West 176.11 feet; thence North 03°50'31" East 1700.84 feet; thence North 27°13'53" East 1568.28 feet; thence North 50°09'35" East 1041.33 feet; thence North 29°34'05" East 317.20 feet; thence North 06°08'20" East 687.26 feet; thence North 11°44'41" East 399.59 feet, more or less to the point of beginning of the Right of Way set forth next below.

- 10) A non-exclusive right of way 100 feet in width for ingress and egress, said right of way being 50 feet on each side of the following described center line:

Beginning at a point which is East 290.40 feet from the Southwest corner of Section 9, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 10°24'43" East 80.35 feet; thence North 00°15'50" West 1344.26 feet; thence North 08°17'52" West 324.59 feet; thence North 24°06'15" West 116.17 feet; thence North 61°51'53" West 912.86 feet; thence North 58°43'03" West 276.53 feet; thence North 34°25'07" West 302.84 feet; thence North 17°09'09" West 490.38 feet; thence North 32°31'12" West 218.58 feet; thence North 18°30'43" West 722.90 feet; thence North 04°59'44" West 196.12 feet; thence North 20°15'51" East 294.87 feet; thence North 04°57'03" West 395.75 feet; thence North 11°16'06" East 112.41 feet; thence North 51°17'55" East 345.44 feet; thence North 09°10'52" West 184.10 feet; thence North 08°23'56" East 32.74 feet to the Southerly line of Section 5, Township 1 South, Range 4 East, Salt Lake Base and Meridian.

EXHIBIT B
to
SPECIAL WARRANTY DEED

PERMITTED EXCEPTIONS

THE FOLLOWING EXCEPTIONS AFFECT THAT PORTION OF SAID PROPERTY LOCATED IN SUMMIT COUNTY:

1. Taxes for the current year which are not yet due and payable.
2. The property is located within the boundaries of Weber Basin Water Conservancy District, and is subject to any and all charges and assessments thereof.
3. The property is located within the boundaries of Snyderville Basin Water Reclamation District, and is subject to any and all charges and assessments thereof.
4. The property is located within the boundaries of Snyderville Basin Special Recreation District, and is subject to any and all charges and assessments thereof.
5. The property is located within the boundaries of Summit County Special Service District No. 1, and is subject to any and all charges and assessments thereof.
6. The property is located within the bounds of Summit County Special Service District No. 7 and is subject to the charges as assessments thereof.
7. The property is located within the bounds of Summit County Special Service Area No. 5 and is subject to the charges as assessments thereof.
8. The effects of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded April 30, 2008 as Entry No. 843322 in Book 1927 at Page 706 of Official Records.
9. The effects of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded April 23, 2009, as Entry No. 870457 in Book 1978 at Page 678 of Official Records.
10. (Affects Parcel 1) Reservations contained in that certain Patent, issued by the United States of America, and recorded April 1, 1902 as Entry No. 10622 in Book G of Warranty Deeds at Page 501 of Official Records:

"Yet excluding from the transfers by these presents, all mineral lands should any be found to exist in the tract described in the foregoing, but the exclusion and exception, according to the terms of the Statute, shall not be construed to include coal and iron."
11. (Affects Parcels 1 and 3) Reservations contained in that certain Patent, issued by the United States of America, and recorded April 2, 1902 as Entry No. 10623 in Book G of Warranty Deeds at Page 512 of Official Records:

"Yet excluding from the transfers by these presents, all mineral lands should any be found to exist in the tract described in the foregoing, but the exclusion and exception, according to the terms of the Statute, shall not be construed to include coal and iron.

12. (Affects Parcels 1 and 3) Reservations contained in that certain Warranty Deed executed by the Union Pacific Railroad Company, and recorded May 10, 1906 as Entry No. 14566 in Book H of Warranty Deeds at Page 561, of Official Records, said reservations being set forth as follows:

"Excepting and reserving to the Union Pacific Railroad Company, its successors and/or assigns:

First: All coal and other minerals within or underlying said lands.

Second: The exclusive right to prospect in and upon said land for coal and other minerals therein, or which may be supposed to be therein, and to mine for and remove, from said land, all coal and other minerals which may be found by anyone.

Third: The right of ingress, egress and regress upon said land to prospect for, mine and remove any and all such coal and other minerals, and the right to use so much of said land as may be convenient or necessary for the right of way to and from such prospect places or mines and for the convenient and proper operations of such prospect places, mines and for roads and approaches thereto or for removal therefrom of coal, mineral, machinery or other material.

Fourth: The right to said Union Pacific Railroad Company to maintain and operate its railroad in its present form of construction, and to make any changes in the form of construction of method of operation of said railroad."

13. (Affects Parcel 1) Reservations contained in that certain Warranty Deed executed by the Union Pacific Railroad Company, and recorded November 25, 1906 as Entry No. 26345 in Book L of Warranty Deeds at Page 175, of Official Records, said reservations being set forth as follows:

"Excepting and reserving to the Union Pacific Railroad Company, its successors and/or assigns:

First: All coal and other minerals within or underlying said lands.

Second: The exclusive right to prospect in and upon said land for coal and other minerals therein, or which may be supposed to be therein, and to mine for and remove, from said land, all coal and other minerals which may be found by anyone.

Third: The right of ingress, egress and regress upon said land to prospect for, mine and remove any and all such coal and other minerals, and the right to use so much of said land as may be convenient or necessary for the right of way to and from such prospect places or mines and for the convenient and proper operations of such prospect places, mines and for roads and approaches thereto or for removal therefrom of coal, mineral, machinery or other material.

Fourth: The right to said Union Pacific Railroad Company to maintain and operate its railroad in its present form of construction, and to make any changes in the form of construction or method of operation of said railroad."

14. (Affects Parcel 1) Excepting therefrom all coal and other minerals, as provided under Sections 65-1-15, 65-1-16 and 65-1-17, Utah Code Annotated 1953, and as amended, together with the right of ingress and egress for the purpose of exploring and/or removing the same, as disclosed by that certain Patent, issued by that State of Utah and recorded June 18, 1921 as Entry No. 31737 in Book M of Warranty Deeds at Page 387 of Official Records.
15. (Affects Parcel 1) An Easement, the exact location of which is not described, to construct, operate and maintain such communication systems as may be required, and incidental purposes, as granted to American Telephone and Telegraph Company of Wyoming, in the document recorded October 19, 1942 as Entry No. 70587 in Book X of Miscellaneous Records at Page 119 of Official Records.
16. (Affects Parcel 1) Subject to an adequate right-of-way at least 50 feet in width, the exact location of which is not described; as granted in various documents of record, including that certain Warranty Deed recorded March 30, 1971 as Entry No. 112882 in Book M-30 at page 421 of Official Records.
17. (Affects Parcel 3) Mineral and other reservations in that certain Warranty Deed (Special), issued by Seven States Realty, a New York partnership and recorded September 21, 1977 as Entry No. 140505 in Book M-100 at Page 354 of Official Records.
18. (Affects Parcel 1) Subject to the easements, terms and conditions contained in the Exhibit A" attached to that certain Warranty Deed (Special); wherein Milton O. Bitner Company, appears as Grantor and recorded February 2, 1977 as Entry No. 136169 in Book M-90 at page 28 and re-recorded December 8, 1978 as Entry No. 151580 in Book M-124 at page 382 both of Official Records.
19. (Affects Parcel 1) Mineral and other reservations in that certain Warranty Deed, issued by Shocker Construction Company and recorded December 8, 1978 as Entry No. 151669 in Book M-124 at Page 565 of Official Records.
20. (Affects Parcel 1) Mineral and other reservations in that certain Corrected Warranty Deed, issued by Milton O. Bitner Company and recorded February 23, 1994 as Entry No. 217258 in Book 291 at Page 111 of Official Records.
21. Subject to the terms and conditions contained in that certain Grant of Easement, by and between The Jeremy, Ltd., a Utah limited partnership, as Grantor and Jeremy Service Corporation, a Utah corporation; American Savings & Loan Association, a federal association, and their successors and/or assigns; and recorded April 27, 1988 as Entry No. 289616 in Book 475 at page 549 of Official Records.

An Amendment to said Easement was recorded October 13, 1994 as Entry No. 416834 in Book 843 at page 107 of Official Records.

An Order Granting Summary Judgment and Judgment regarding said easement was recorded August 31, 1994 as Entry No. 413785 in Book 833 at page 417 of Official Records.

22. (Affects Parcel 1) Mineral and other reservations in that certain Warranty Deed, issued by Shocker Construction Co. and recorded March 22, 1989 as Entry No. 306185 in Book 516 at Page 391 of Official Records.
23. (Affects Parcel 3) Mineral and other reservations in that certain Warranty Deed, issued by Milton O. Bitner Company and recorded May 20, 1994 as Entry No. 405002 in Book 807 at Page 551 of Official Records.
24. The terms and conditions of that certain Cross Easement Agreement, by and between Westside Canadian Properties Company, a partnership and Red Hawk Land Co., L.L.C., a Utah limited liability company; and recorded November 24, 1995 as Entry No. 443078 in Book 926 at Page 572 of Official Records.

An Acknowledgement and Release Under Cross Easement Agreement was recorded August 16, 1999 as Entry No, 546635 in Book 1282 at page 724 of Official Records.

25. Subject to the rights of Weber Basin Water Conservancy District under any outstanding contract, petition and/or agreement therein. The company makes no assurances as to the ownership of any water rights under said contracts and/or agreements.
26. A Petition to Weber Basin Water Conservancy District for the Allotment of Water, wherein Redhawk Development, L.L.C applied for the allotment and beneficial use of 1.0 acre feet of water annually and recorded November 3, 1997 as Entry No. 491364 in Book 1090 at Page 98 of Official Records.
27. A Petition to Weber Basin Water Conservancy District for the Allotment of Water, wherein Redhawk Development applied for the allotment and beneficial use of 1.0 acre feet of water annually and recorded November 3, 1997 as Entry No. 491370 in Book 1090 at Page 128 of Official Records.
28. The terms and conditions of that certain Emergency Cross-Easement Agreement, by and between Red Hawk Development, L.L.C., a Utah limited liability company and Blackhawk Ranch, L.C., a Utah limited liability company; and recorded September 15, 1998 as Entry No. 517672 in Book 1182 at Page 426 of Official Records.
29. The terms and conditions of that certain Trails Cross Easement Agreement, by and between DMB Park City Holdings, LLC, a Utah limited liability company and Red hawk Development, LLC, a Utah limited liability company and The Ridge at Red Hawk, LLC, a Utah limited liability company, and recorded August 16, 1999 as Entry No. 546641 in Book 1282 at Page 749 of Official Records.
30. The terms and conditions of that certain unrecorded Bitner Ranch Road Private Road Easement Amendment, Construction and Maintenance Agreement, by and between Redhawk Development, LLC, a Utah limited liability company; Bechmark-Goshawk, Inc., a Utah corporation; Milton O. Bitner Company, Inc., a Utah corporation and DMB Park City Holdings, LLC, an Arizona limited liability company; and disclosed by that certain

Amendment to Bitner Ranch Road Easement recorded April 4, 2000 as Entry No. 562784 in Book 1313 at Page 1535 of Official Records.

An Amendment to Bitner Ranch Road Easement was recorded April 4, 2000 as Entry No. 562784 in Book 1313 at page 1535 of Official Records.

31. (Affects Parcel 1) An Order Confirming Arbitration Award recorded May 24, 2000 as Entry No. 566017 in Book 1320 at page 174 of Official Records.

A Collateral Assignment of Assignor's Rights Under Arbitration Award recorded August 20, 2007 as Entry No. 822789 at page 220 of Official Records, wherein Redhawk Development, L.L.C., a Utah limited liability company, assigns its interest under said arbitration award to Fortress Credit Corp., a Delaware corporation, as security for a Loan Agreement dated August 13, 2007.

32. The easements, terms and conditions of that certain Cross-Easement Grant & Agreement by and between Edson F. Packer, John Lynn Smith, Mack G. Smith and Milton O. Bitner Company. and recorded May 22, 2002 as Entry No. 619750 in Book 1451 at page 203 of Official Records.

33. (Affects all Parcels) Summit County Ordinance No. 310, an Ordinance Approving and Adopting the Consent Agreement for Red Hawk Wildlife Preserve Project, was recorded September 18, 2002 as Entry No. 632168 in Book 1473 at page 632 of Official Records.

An Amendment to Consent Agreement was recorded August 10, 2007 as Entry No. 821868 in Book 1882 at page 494 of Official Records.

A Second Amendment to Consent Agreement was recorded August 10, 2007 as Entry No. 821869 in Book 1882 at page 624 of Official Records.

A Third Amendment to Consent Agreement was recorded August 10, 2007 as Entry No. 821870 in Book 1882 at page 765 of Official Records.

34. (Affects Parcel 2) All easements, notes and recitals set forth and shown on the recorded plat of The Preserve Phase 2.

35. (Affects Parcel 1) The terms and conditions of that certain Development Agreement, by and between Mountain Red Hawk Partners, Ltd. a Texas limited partnership and Redhawk Investors, L.L.C., a Utah limited liability company; and recorded February 17, 2005 as Entry No. 726731 in Book 1679 at Page 1167 of Official Records.

36. (Affects Parcel 2) All easements, notes and recitals set forth and shown on the recorded plat of The Preserve Phase 2 First Amendment to Lot 43.

37. (Affects Parcel 2) The limitations, covenants, conditions, restrictions, exceptions, easements, terms and liens contained within that certain Declaration of Covenants, Conditions and Restrictions for The Preserve at Park City recorded April 6, 2005 as Entry No. 731856 in Book 1690 at Page 745 of Official Records, but deleting any covenant, conditions or restrictions indicating a preference, limitation or discrimination based upon race, color, religion, sex, handicap, familial status or national origin, to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c).

38. A Grant of Easement, which affects said land, for the conveyance of natural gas, together with all rights to repair, maintain and replace natural gas lines, and incidental purposes, as granted to Questar Gas Company, in the document recorded August 2, 2005 as Entry No. 745416 in Book 1721 at Page 486 of Official Records.
39. (Affects Parcel 2) A Right of Way and Easement Grant, which affects those areas designated as Deer Hill, Elk Crest and Moose Hill, and the 30.0 foot wide roads adjacent to the South side of Lot 24, the North side of Lot 28, and the East side of Lot 39 as set forth and shown on the recorded plat of The Preserve Phase 2, to lay, maintain and operate pipelines, valves, valve boxes and other gas transmission and distribution facilities, and incidental purposes, as granted to Questar Gas Company, in the document recorded August 22, 2005 as Entry No. 747814 in Book 1726 at Page 1165 of Official Records.
40. A Right of Way and Easement Grant, which affects said land, to lay, maintain and operate pipelines, valves, valve boxes and other gas transmission and distribution facilities, and incidental purposes, as granted to Questar Gas Company, in the document recorded August 22, 2005 as Entry No. 747815 in Book 1726 at Page 1167 of Official Records.
41. (Affects Parcel 1) The easements, terms and conditions of that certain Easement by and between The Preserve III LLC, a Utah limited liability company, James Lavender, Julie Lavender, Leigh Meier, Park City Wildlife Conservancy Land Trust, LLC, a Delaware limited liability company and J. Lynn Smith, as Trustee of the J. Lynn Smith Living Trust and Edson E. Packer; and recorded November 22, 2005, as Entry No. 759621 in Book 1753 at page 1067 of Official Records.
42. (Affects Parcel 1) The terms and conditions of that certain Conveyance of Development Rights and Agreement, by and between James Lavender and Julie Lavender, husband and wife and Leigh Meier and The Preserve III LLC, Delaware limited liability company; and recorded November 22, 2005 as Entry No. 759622 in Book 1753 at Page 1075 of Official Records.
43. (Affects Parcel 1) The terms and conditions of that certain Development Improvements Agreement for "The Preserve - Phase 3", by and between Summit County, a political subdivision of the State of Utah and The Preserve, L.L.C.; and recorded July 19, 2006 as Entry No. 784304 in Book 1804 at Page 1558 of Official Records.
44. (Affects Parcel 2) A Grant of Easement and Right of Way, which affects Lot 24 of The Preserve Phase 2, to lay, construct, operate, maintain and repair utilities, lines, cables, wires, pipes and pipelines, ditches, culverts, channels, concrete fixtures, turning boxes, gate, gate operators and related improvements and fixtures for the utilities, including without limitation, gas, sewer, water, storm water, electricity, cable, etc. and to construct, service, maintain and use a private road for vehicular access on the premises, and incidental purposes, as granted to The Preserve Homeowner's Association, its successors and assigns, in the document recorded April 27, 2007 as Entry No. 811219 in Book 1861 at Page 1693 of Official Records.
45. (Affects Parcel 1) All easements, notes and recitals set forth and shown on the recorded plat of The Preserve Phase 3 Subdivision.

46. (Affects Parcel 1) An Ordinance to Approve the Red Hawk Ranch Plat "F" Subdivision Vacation, Red Hawk Wildlife Preserve Consent Agreement Amendment and The Preserve Phase II Final Plat was recorded August 10, 2007 as Entry No. 821867 in book 1882 at page 492 of Official Records.
47. The limitations, covenants, conditions, restrictions, exceptions, easements, terms and liens contained within that certain Amended and Restated Declaration of Covenant, Conditions and Restrictions for The Preserve recorded March 28, 2008 as Entry No. 840887 in Book 1921 at Page 1981 of Official Records, but deleting any covenant, conditions or restrictions indicating a preference, limitation or discrimination based upon race, color, religion, sex, handicap, familial status or national origin, to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c).
48. Right of Way and Easement Grant, which affects those areas designated as private streets, Preserve Drive, Blue Grouse Lane, Eagle Crest Lane, North Red Hawk Trail, and Red Hawk Trail as shown within The Preserve Phase 3 Subdivision, to lay, maintain and operate pipelines, valves, valve boxes and other gas transmission and distribution facilities, and incidental purposes, as granted to Questar Gas Company, in the document recorded May 12, 2008 as Entry No. 844233 in Book 1929 at Page 631 of Official Records.
49. (Affects that portion of Parcel 1 lying within the bounds of the vacated Redhawk Ranch Plat F) A Tax Sale to Summit County for 2007 General Property taxes, plus interest, penalties and costs.
50. (Affects that portion of Parcel 5 located within the bounds of the property formerly know as Lot F-1 of Redhawk Ranch Plat F) A Tax Sale to Summit County for 2007 General Property taxes in the amount of \$3,150.57, plus interest, penalties and costs. Tax ID No. RHWK-F-F-1.
51. A Construction Deed of Trust with Security Agreement, Fixture Filing, Financing Statement and Assignment of Leases and Rents given by The Preserve Development Company LLC, as Trustor, to US Title Agency, LLC, as Trustee, for the benefit of Fortress Credit Corp., a Delaware corporation, to secure an original indebtedness of \$25,580,000.00 and any other amounts or obligations secured thereby, dated August 13, 2007 and recorded August 14, 2007 as Entry No. 822002 in Book 1882 at Page 1385 of Official Records of Summit County, Utah, and recorded in the Recorder's Office for Morgan County, Utah on August 13, 2007, as Entry No. 108851, in Book 251, Page 1019.

Said Deed of Trust was assigned to Fortress Credit Opportunites I LP by various Assignments of record.
52. An Assignment of Leases and Rents and Other Income dated August 13, 2007 and recorded August 14, 2007 as Entry No. 822003 in Book 1882 at Page 1433 of Official Records of Summit County, Utah, and recorded in the Recorder's Office for Morgan County, Utah on August 13, 2007, as Entry No. 108852, in Book 251 at Page 1019, wherein The Preserve Development Company, LLC, a Utah limited liability company, assigns all rents, leases, income and profits accruing from said property to Fortress Credit Corp., a Delaware corporation.