

After recording return to, and
mail tax notices to:

Wohali Land Estates LLC
5533 Lillehammer Lane
Park City, Utah 84098
146034-WHF

01168146 B: 2678 P: 0405

Page 1 of 8

Rhonda Francis Summit County Recorder

07/12/2021 10:11:43 AM Fee \$40.00

By COTTONWOOD TITLE INSURANCE AGENCY, INC.

Electronically Recorded

Affecting Portions of Parcel Numbers: CT-446;
CT-446-A; CT-446-B; CT-448

**SPECIAL WARRANTY DEED
With Covenants**

This SPECIAL WARRANTY DEED ("Deed") entered into as of the 9 day July, 2021 ("Effective Date"), between **WOHALI PARTNERS LLC**, a Utah limited liability company ("Grantor"), and **WOHALI LAND ESTATES LLC**, a Utah limited liability company ("Grantee").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby conveys and warrants against all who claim by, through, or under the Grantor to Grantee the following real property located in Summit County, Utah (the "**Property**") and described as follows:

See attached Exhibit A;

TOGETHER WITH all rights and privileges appurtenant thereto, including all rights, privileges, and obligations arising with respect to the Property under that certain Development Agreement between Coalville City Corporation, a municipal corporation of the State of Utah located in Summit County and Grantor, dated May 25, 2021 and recorded (or to be recorded) in the office of the County Recorder, Summit County, Utah, as amended (the "Development Agreement"), and the right to develop no more than the maximum number of units described in the Development Agreement appurtenant to the Property; and

RESERVING unto Grantor all other entitlements and rights under the Development Agreement, including the rights as 'Master Developer' under the Development Agreement, and the right to amend any portion of the Development Agreement, without the signature or approval of Grantee; and

SUBJECT TO all matters of record, including any reservations, easements, covenants, conditions, restrictions, and all other rights or interests of record or enforceable at law or equity; and

IN CONNECTION WITH (and as an integral part of) the conveyance of the Property, Grantor and Grantee agree as follows:

1. Covenant to Comply with Development Agreement. Grantee shall comply with all provisions of the Development Agreement that relate to the Property. Grantee acknowledges that Grantee shall take no actions or construct any improvements which are inconsistent with the Development Agreement, as the same may be amended from time to time, in connection with the development, ownership, use or operation the Property granted hereby.

2. Subdeveloper. Grantee acknowledges and agrees (A) that this Instrument transfers a portion of the Project Site to Grantee as a 'Subdeveloper,' as described in the Development Agreement, (B) that the Property is being transferred by metes and bounds prior to the recordation of a plat of subdivision in accordance with Utah Code Ann. § 10-9a-103(65)(c)(v), whereby this Deed (i) is made in anticipation of future land use approvals on the Property, (ii) does not confer any land use approvals, and (iii) has not been approved by the applicable land use authority for the Property, and (C) that further subdivision approvals will be required before Grantee may sell individual lots to builders or the purchasers of residential units.

3. Term. The term of the covenants set forth in this Instrument shall continue until the Development Agreement terminates in accordance with its terms.


4. Running of Benefits and Burdens. The covenants, including the burdens stated and implied, touch, concern, and run with the Property and are binding upon the successors-in-title of Grantee.

[Signatures and Acknowledgements Follow]

ENTERED INTO as of the Effective Date.

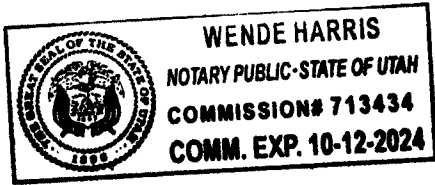
GRANTOR:

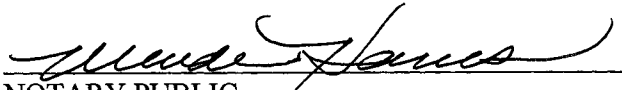
WOHALI PARTNERS LLC,
a Utah limited liability company

BY: 
NAME: David Boyden
TITLE: Authorized Manager

STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake)

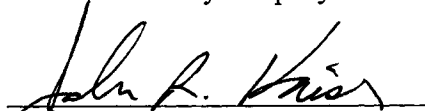
The foregoing instrument was acknowledged before me this 9 day of July, 2021, by David Boyden, who is a Managing Partner of Wohali Partners LLC, a Utah limited liability company.




NOTARY PUBLIC

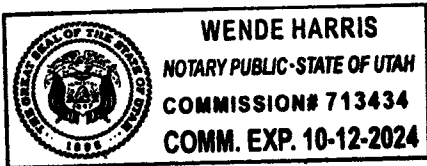
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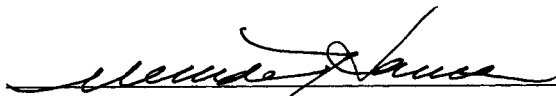
WOHALI LAND ESTATES LLC,
a Utah limited liability company

BY: 
NAME: John Kaiser
TITLE: Authorized Manager

STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 9 day of July, 2021, by John Kaiser, who is an Authorized Manager of Wohali Land Estates LLC, a Utah limited liability company.




NOTARY PUBLIC

**EXHIBIT A
TO
SPECIAL WARRANTY DEED**

Legal Description of the Property

A PARCEL OF LAND LOCATED IN SECTION 18, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, COALVILLE, SUMMIT COUNTY, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS N89°11'21"E 2365.67 FEET ALONG THE NORTH SECTION LINE OF SECTION 18 FROM THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE NORTH 89°11'21" EAST 60.01 FEET; THENCE SOUTH 10°28'25" EAST 134.39 FEET TO A POINT ON A 100.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 79°31'35" WEST; THENCE SOUTHERLY 23.58 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°30'27" (CHORD BEARS SOUTH 03°43'12" EAST 23.52 FEET) TO A POINT ON A 443.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 86°57'58" WEST; THENCE SOUTHERLY 171.95 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°14'21" (CHORD BEARS SOUTH 14°09'13" WEST 170.87 FEET) TO A POINT ON A 133.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 64°43'37" WEST; THENCE SOUTHWESTERLY 70.46 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°21'13" (CHORD BEARS SOUTH 40°27'00" WEST 69.64 FEET) TO A POINT ON A 87.00 FOOT RADIUS REVERSE CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 34°22'24" EAST; THENCE SOUTHWESTERLY 28.35 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°40'16" (CHORD BEARS SOUTH 46°17'28" WEST 28.23 FEET); THENCE SOUTH 36°57'21" WEST 96.91 FEET TO A POINT ON A 15.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 58°07'52" EAST; THENCE SOUTHERLY 21.21 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 81°01'24" (CHORD BEARS SOUTH 08°38'34" EAST 19.49 FEET); THENCE SOUTH 49°09'15" EAST 35.06 FEET TO A POINT ON A 100.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 40°50'45" EAST; THENCE EASTERLY 158.59 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°51'52" (CHORD BEARS NORTH 85°24'49" EAST 142.48 FEET); THENCE NORTH 39°58'53" EAST 116.77 FEET TO A POINT ON A 275.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 50°01'07" EAST; THENCE NORTHEASTERLY 81.89 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°03'41" (CHORD BEARS NORTH 48°30'44" EAST 81.59 FEET); THENCE NORTH 57°02'34" EAST 200.87 FEET TO A POINT ON A 125.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 32°57'26" EAST; THENCE EASTERLY 193.95 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°53'57" (CHORD BEARS SOUTH 78°30'27" EAST 175.07 FEET); THENCE SOUTH 34°03'29" EAST 29.90 FEET TO A POINT ON A 125.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 55°56'31" EAST; THENCE SOUTHEASTERLY 85.51 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°11'40" (CHORD BEARS SOUTH 53°39'19" EAST 83.85 FEET); THENCE SOUTH 73°15'09" EAST 93.68 FEET TO A POINT ON A 175.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 16°44'51" WEST; THENCE SOUTHEASTERLY 53.64 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°33'48" (CHORD BEARS SOUTH 64°28'14" EAST 53.43 FEET); THENCE SOUTH 55°41'20" EAST 26.36 FEET TO A

POINT ON A 125.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 34°18'40" EAST; THENCE EASTERLY 143.66 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 65°50'53" (CHORD BEARS SOUTH 88°36'47" EAST 135.88 FEET); THENCE NORTH 58°27'47" EAST 49.23 FEET TO A POINT ON A 125.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 31°32'13" EAST; THENCE EASTERLY 157.41 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 72°09'00" (CHORD BEARS SOUTH 85°27'43" EAST 147.21 FEET); THENCE NORTH 40°36'47" EAST 189.93 FEET; THENCE NORTH 10°37'48" EAST 189.19 FEET; THENCE NORTH 89°11'21" EAST 79.72 FEET; THENCE SOUTH 56°22'29" EAST 169.81 FEET; THENCE SOUTH 33°37'31" WEST 193.48 FEET; THENCE SOUTH 52°52'18" EAST 156.58 FEET; THENCE SOUTH 09°56'22" EAST 480.27 FEET; THENCE SOUTH 86°16'33" WEST 82.25 FEET; THENCE SOUTH 01°41'07" WEST 263.56 FEET; THENCE SOUTH 88°18'53" EAST 198.14 FEET; THENCE SOUTH 09°08'58" WEST 1,261.94 FEET; THENCE NORTH 83°04'19" WEST 187.88 FEET; THENCE SOUTH 12°12'25" WEST 558.18 FEET; THENCE NORTH 77°47'35" WEST 481.29 FEET; THENCE SOUTH 12°12'25" WEST 332.08 FEET; THENCE SOUTH 87°51'01" WEST 380.73 FEET TO A POINT ON A 275.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 87°04'58" EAST; THENCE SOUTHERLY 25.05 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°13'07" (CHORD BEARS SOUTH 05°31'36" EAST 25.04 FEET); THENCE SOUTH 81°51'51" WEST 50.00 FEET; THENCE SOUTH 58°47'03" WEST 205.16 FEET; THENCE NORTH 51°26'07" WEST 137.45 FEET; THENCE NORTH 32°37'56" WEST 218.97 FEET; THENCE NORTH 53°04'13" EAST 243.33 FEET; THENCE NORTH 30°45'49" EAST 650.95 FEET; THENCE NORTH 19°44'42" EAST 259.65 FEET; THENCE NORTH 44°52'50" EAST 169.31 FEET; THENCE NORTH 14°57'19" WEST 813.24 FEET; THENCE NORTH 22°01'51" EAST 621.24 FEET; THENCE NORTH 07°47'43" EAST 216.90 FEET TO A POINT ON A 175.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 16°44'51" EAST; THENCE NORTHWESTERLY 119.71 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°11'40" (CHORD BEARS NORTH 53°39'19" WEST 117.39 FEET); THENCE NORTH 34°03'29" WEST 29.90 FEET TO A POINT ON A 75.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 55°56'31" WEST; THENCE WESTERLY 116.37 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°53'57" (CHORD BEARS NORTH 78°30'27" WEST 105.04 FEET); THENCE SOUTH 57°02'34" WEST 200.87 FEET TO A POINT ON A 225.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 32°57'26" EAST; THENCE SOUTHWESTERLY 67.00 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°03'41" (CHORD BEARS SOUTH 48°30'44" WEST 66.75 FEET); THENCE SOUTH 39°58'53" WEST 116.77 FEET TO A POINT ON A 150.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 50°01'07" WEST; THENCE WESTERLY 237.88 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°51'52" (CHORD BEARS SOUTH 85°24'49" WEST 213.73 FEET); THENCE NORTH 49°09'15" WEST 35.10 FEET TO A POINT ON A 15.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 40°50'45" WEST; THENCE WESTERLY 22.20 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 84°47'03" (CHORD BEARS SOUTH 88°27'13" WEST 20.23 FEET); THENCE NORTH 43°56'49" WEST 50.01 FEET TO A POINT ON A 375.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 43°56'49" WEST; THENCE NORTHEASTERLY 59.54 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°05'51" (CHORD BEARS NORTH 41°30'16" EAST 59.48 FEET); THENCE NORTH 36°57'21" EAST 95.87 FEET TO A POINT ON A 87.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 53°02'39" WEST; THENCE NORTHEASTERLY 31.85 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°58'33" (CHORD BEARS NORTH 26°28'04" EAST 31.67 FEET); THENCE NORTH 15°58'48" EAST 34.77 FEET TO A POINT ON A 133.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 74°01'12" EAST; THENCE NORTHERLY 23.12

FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°57'40" (CHORD BEARS NORTH 20°57'38" EAST 23.09 FEET) TO A POINT ON A 357.00 FOOT RADIUS REVERSE CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 64°03'32" WEST; THENCE NORTHERLY 154.59 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°48'39" (CHORD BEARS NORTH 13°32'09" EAST 153.39 FEET); THENCE NORTH 00°56'51" EAST 79.63 FEET TO A POINT ON A 100.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 89°03'09" WEST; THENCE NORTHERLY 4.98 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°51'03" (CHORD BEARS NORTH 00°28'41" WEST 4.98 FEET); THENCE NORTH 01°54'12" WEST 53.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,157,390 SQUARE FEET OR 72.48 ACRES, MORE OR LESS.

**EXHIBIT B
TO
SPECIAL WARRANTY DEED**

Permitted Exceptions

1. The herein described Land is located within the boundaries of Coalville City, Weber Basin Water Conservancy District, North Summit Fire Protection District, Summit County Mosquito Abatement District, and is subject to any and all charges and assessments levied thereunder.
2. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed herein. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
3. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.
4. Reservations as contained in that certain Patent recorded April 9, 1917 as Entry No. 27493 in Book L at Page 248.
5. Reservations as contained in that certain Patent recorded April 9, 1917 as Entry No. 27494 in Book L at Page 249.
6. Reservations as contained in that certain Patent recorded November 7, 1919 as Entry No. 29900 in Book M at Page 82.
7. Reservations as contained in that certain Patent recorded June 18, 1940 as Entry No. 67004 in Book R at Page 237.
8. Reservations as contained in that certain Patent recorded April 22, 1964 as Entry No. 98680 in Book 6A at Page 24.
9. Access and Utility Easement Agreement, by and among Thomas D. Rees and Eva Miller (f/k/a Eva Rees) and Wohali Partners LLC, a Utah limited liability company recorded July 7, 2020 as Entry No. 1136110 in Book 2581 at Page 1150.

Partial Release of Easements recorded July 7, 2020 as Entry No. 1136112 in Book 2581 at Page 1177.

Reinstatement and Grant of Easements recorded July 7, 2020 as Entry No. 1136113 in Book 2581 at Page 1179.
10. A Judgment against Summit County, a subdivision of the State of Utah (SS# Not Disclosed) as Defendant in favor of Jeffrey H. Thorpe, J. Denis Knoll and Jay L. Stone as Plaintiff, recorded March 21, 2007 as Entry No. 807668 in Book 1854 at Page 372, Case No. 980600266 issued from the Third Judicial District Court of Summit County.

NOTE: Icy Springs Road is declared a public road dedicated and abandoned to the use of the public.

11. Memorandum, dated July 18, 2005 and recorded July 21, 2005 as Entry No. 743604 in Book 1717 at Page 1995.
12. Notwithstanding those items described herein-above, the Land is also subject to any additional discrepancies, conflicts in the boundary lines, shortage in area, encroachments, or any other facts which an ALTA/NSPS Survey, (made in accordance with the current Minimum Standard Detail Requirements for Land Title Surveys jointly established and adopted by (ALTA) American Land Title Association and (NSPS) National Society of Professional Surveyors) may disclose.
13. Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing to secure an indebtedness in the amount shown below, and any other obligations secured thereby: Trustor: Wohali Partners, LLC; Trustee: First American Title Insurance Company; Beneficiary: Stephen G. Boyden, Trustee of the Stephen George Boyden Revocable Inter Vivos Trust Established June 29, 1993 and Patricia Shumway Boyden, Trustee of the Patricia Shumway Boyden Revocable Inter Vivos Trust Established June 29, 1993; Amount: \$2,700,000.00; Dated: October 5, 2017; Recorded: October 6, 2017 as Entry Number 1079138 in Book 2431 at Page 1141. (affects all of Phase 1 and other land)

First Amendment to Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, recorded November 22, 2017 as Entry No. 1082016 in Book 2439 at Page 406.
14. Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing to secure an indebtedness in the amount shown below, and any other obligations secured thereby: Trustor: Wohali Partners, LLC; Trustee: First American Title Insurance Company; Beneficiary: Boyden Farms, LLC; Amount: \$5,950,000.00; Dated: November 21, 2017; Recorded: November 22, 2017 as Entry Number 1082004 in Book 2439 at Page 293.
15. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
16. An unrecorded Development Agreement for Wohali Master Planned Development dated May 25, 2021, by and between Coalville City Corporation, a municipal corporation of the State of Utah; and Wohali partners, LLC, a Utah limited liability company.

After recording return to, and
mail tax notices to:

Wohali Land Estates LLC
5533 Lillehammer Lane
Park City, Utah 84098

156087-CPF

01187314 B: 2735 P: 0368

Page 1 of 20

Rhonda Francis Summit County Recorder

04/15/2022 04:17:49 PM Fee \$66.00

By COTTONWOOD TITLE INSURANCE AGENCY, INC.
Electronically Recorded

Tax Parcel Nos. CT-280-A; CT-289-A; CT-285-A; CT-287-A; CT-301; CT-303; CT-446-C; CT-446;
CT-448; CT-446-A; CT-446-B; CT-447-B; CT-447; CT-441; CT-449; NS-294; NS-295; NS-296;
NS-298-A; NS-299; NS-317; NS-BDY-21; NS-BDY-20 in Summit County.

Tax Parcel Nos. 00-0005-0375; 00-0000-2731; 00-0005-0383; 00-0084-9030; 00-0000-2749;
00-0000-2764; 00-0000-2780 in Morgan County.

**SPECIAL WARRANTY DEED
With Covenants**

This SPECIAL WARRANTY DEED (“Deed”) entered into as of the ^{12th} day April, 2022
 (“Effective Date”), between **WOHALI PARTNERS LLC**, a Utah limited liability company (“Grantor”),
and **WOHALI LAND ESTATES LLC**, a Utah limited liability company (“Grantee”).

For good and valuable consideration, the receipt and sufficiency of which are hereby
acknowledged, Grantor hereby conveys and warrants against all who claim by, through, or under the
Grantor to Grantee the following real property located in Summit County or Morgan County, Utah, as
applicable (the “Property”) and more particularly described as follows:

See Exhibit A attached hereto and incorporated herein.

TOGETHER WITH all rights and privileges appurtenant thereto, including all rights,
privileges, and obligations arising with respect to portions of the Property encumbered by that
certain Wohali Master Planned Development: Development Agreement between Coalville City
Corporation, a municipal corporation of the State of Utah and Grantor, dated May 25, 2021 and
recorded as Entry No. 01168499 in the Office of the County Recorder, Summit County, Utah (the
“Development Agreement”), and the right to develop no more than the maximum number of units
described in the Development Agreement appurtenant to the Property; and

SUBJECT TO all matters of record, including any reservations, easements, covenants,
conditions, restrictions, and all other rights or interests of record or enforceable at law or equity;
and

IN CONNECTION WITH (and as an integral part of) the conveyance of the Property, Grantor and
Grantee agree as follows:

1. Covenant to Comply with Development Agreement. Grantee shall comply with all
provisions of the Development Agreement that relate to the Property. Grantee acknowledges that Grantee
shall take no actions or construct any improvements which are inconsistent with the Development
Agreement, as the same may be amended from time to time, in connection with the development,
ownership, use or operation the Property granted hereby.

2. Subdeveloper. Grantee acknowledges and agrees (A) that this Deed transfers a portion of the Property to Grantee as a 'Subdeveloper,' as described in the Development Agreement, (B) that the Property is being transferred by metes and bounds prior to the recordation of a plat of subdivision in accordance with Utah Code Ann. § 10-9a-103(65)(c)(v), whereby this Deed (i) is made in anticipation of future land use approvals on the Property, (ii) does not confer any land use approvals, except as it relates to the Development Agreement, and (iii) has not been approved by the applicable land use authority for the Property, and (C) that further subdivision approvals will be required before Grantee may sell individual lots or units to builders or the purchasers of residential units.

3. Term. The term of the covenants set forth in this Deed shall continue until the Development Agreement terminates in accordance with its terms.

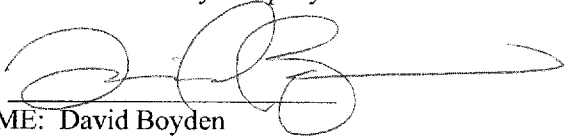
4. Running of Benefits and Burdens. The covenants, including the burdens stated and implied, touch, concern, and run with the Property and are binding upon the successors-in-title of Grantee.

[Signatures and Acknowledgements Follow]

ENTERED INTO as of the Effective Date.

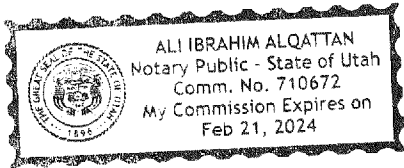
GRANTOR:

WOHALI PARTNERS LLC,
a Utah limited liability company

BY: 
NAME: David Boyden
TITLE: Authorized Manager

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

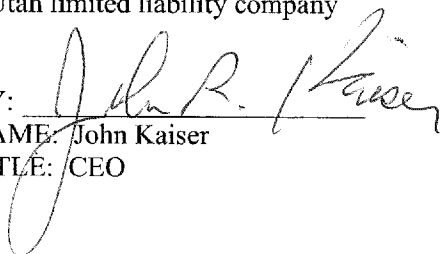
The foregoing instrument was acknowledged before me this 12th day of April, 2022, by David Boyden, who is a Managing Partner of Wohali Partners LLC, a Utah limited liability company.




NOTARY PUBLIC

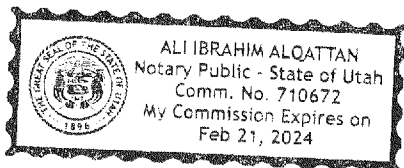
GRANTEE:

WOHALI LAND ESTATES LLC,
a Utah limited liability company

BY: 
NAME: John Kaiser
TITLE: CEO

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 12th day of April, 2022, by John Kaiser, who is the CEO of Wohali Land Estates LLC, a Utah limited liability company.




NOTARY PUBLIC

**EXHIBIT A
TO
SPECIAL WARRANTY DEED**

Legal Description of the Property

PARCEL 1: (SUMMIT COUNTY)

PARCEL NOS. CT-280-A, CT-289-A, CT-285-A, CT-287-A, CT-301, CT-303, CT-446-C, CT-446, CT-448, CT-446-A, CT-446-B, CT-447-B AND CT-447

BEGINNING AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN AND RUNNING THENCE NORTH 89°11'21" EAST 3743.70 FEET; THENCE SOUTH 56°22'29" EAST 406.43 FEET; THENCE SOUTH 17°05'28" EAST 369.20 FEET; THENCE SOUTH 48°07'57" EAST 780.00 FEET; THENCE SOUTH 12°44'02" WEST 123.14 FEET; THENCE SOUTH 19°38'38" WEST 291.90 FEET; THENCE SOUTH 19°38'38" WEST 1180.02 FEET; THENCE SOUTH 19°38'38" WEST 160.08 FEET; THENCE SOUTH 23°08'38" WEST 700.00 FEET; THENCE SOUTH 0°42'14" EAST 201.86 FEET; THENCE SOUTH 0°42'14" EAST 387.14 FEET; THENCE SOUTH 89°59'49" EAST 387.39 FEET; THENCE SOUTH 21°37'45" WEST 483.72 FEET; THENCE SOUTH 21°37'45" WEST 960.50 FEET; THENCE SOUTH 88°26'37" WEST 1148.59 FEET; THENCE NORTH 89°17'17" WEST 2616.35 FEET; THENCE NORTH 0°11'51" WEST 746.45 FEET; THENCE SOUTH 89°14'02" WEST 245.57 FEET; THENCE SOUTH 89°14'02" WEST 1732.04 FEET; THENCE NORTH 24°14'35" EAST 114.04 FEET; THENCE SOUTH 61°22'24" WEST 4028.44 FEET; THENCE NORTH 57°24'30" WEST 5260.39 FEET; THENCE NORTH 69°41'17" EAST 935.37 FEET; THENCE NORTH 43°11'17" EAST 1900.00 FEET; THENCE NORTH 28°56'17" EAST 1025.00 FEET; THENCE NORTH 28°01'17" EAST 2293.08 FEET; THENCE NORTH 83°49'36" EAST 682.00 FEET; THENCE SOUTH 0°05'27" EAST 1048.23 FEET; THENCE SOUTH 88°52'20" EAST 5453.59 FEET; TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LAND AS CONVEYED TO WOHALI LAND ESTATES, LLC, A UTAH LIMITED LIABILITY COMPANY BY THAT CERTAIN SPECIAL WARRANTY DEED RECORDED JULY 12, 2021 AS ENTRY NO. 1168146 IN BOOK 2678 AT PAGE 405 AND AS CORRECTED BY THAT CERTAIN AFFIDAVIT OF SCRIVENER'S ERROR RECORDED NOVEMBER 2, 2021 AS ENTRY NO. 1176663 IN BOOK 2703 AT PAGE 1043 OF OFFICIAL RECORDS:

A PARCEL OF LAND LOCATED IN SECTION 18, TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, COALVILLE, SUMMIT COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS N89°11'21"E 2365.67 FEET ALONG THE NORTH SECTION LINE OF SECTION 18 FROM THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°11'21" EAST 60.01 FEET; THENCE SOUTH 10°28'25" EAST 134.39 FEET TO A POINT ON A 100.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 79°31'35" WEST; THENCE SOUTHERLY 23.58 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°30'27" (CHORD BEARS SOUTH 03°43'12" EAST 23.52 FEET) TO A POINT ON A 443.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 86°57'58" WEST; THENCE SOUTHERLY 171.95 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°14'21" (CHORD BEARS SOUTH 14°09'13" WEST 170.87 FEET) TO A POINT ON A 133.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 64°43'37" WEST; THENCE SOUTHWESTERLY 70.46 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°21'13" (CHORD BEARS SOUTH 40°27'00" WEST 69.64

FEET) TO A POINT ON A 87.00 FOOT RADIUS REVERSE CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 34°22'24" EAST; THENCE SOUTHWESTERLY 28.35 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°40'16" (CHORD BEARS SOUTH 46°17'28" WEST 28.23 FEET); THENCE SOUTH 36°57'21" WEST 96.91 FEET TO A POINT ON A 15.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 58°07'52" EAST; THENCE SOUTHERLY 21.21 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 81°01'24" (CHORD BEARS SOUTH 08°38'34" EAST 19.49 FEET); THENCE SOUTH 49°09'15" EAST 35.06 FEET TO A POINT ON A 100.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 40°50'45" EAST; THENCE EASTERLY 158.59 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°51'52" (CHORD BEARS NORTH 85°24'49" EAST 142.48 FEET); THENCE NORTH 39°58'53" EAST 116.77 FEET TO A POINT ON A 275.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 50°01'07" EAST; THENCE NORTHEASTERLY 81.89 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°03'41" (CHORD BEARS NORTH 48°30'44" EAST 81.59 FEET); THENCE NORTH 57°02'34" EAST 200.87 FEET TO A POINT ON A 125.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 32°57'26" EAST; THENCE EASTERLY 193.95 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°53'57" (CHORD BEARS SOUTH 78°30'27" EAST 175.07 FEET); THENCE SOUTH 34°03'29" EAST 29.90 FEET TO A POINT ON A 125.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 55°56'31" EAST; THENCE SOUTHEASTERLY 85.51 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°11'40" (CHORD BEARS SOUTH 53°39'19" EAST 83.85 FEET); THENCE SOUTH 73°15'09" EAST 93.68 FEET TO A POINT ON A 175.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 16°44'51" WEST; THENCE SOUTHEASTERLY 53.64 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°33'48" (CHORD BEARS SOUTH 64°28'14" EAST 53.43 FEET); THENCE SOUTH 55°41'20" EAST 26.36 FEET TO A POINT ON A 125.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 34°18'40" EAST; THENCE EASTERLY 143.66 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 65°50'53" (CHORD BEARS SOUTH 88°36'47" EAST 135.88 FEET); THENCE NORTH 58°27'47" EAST 49.23 FEET TO A POINT ON A 125.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 31°32'13" EAST; THENCE EASTERLY 157.41 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 72°09'00" (CHORD BEARS SOUTH 85°27'43" EAST 147.21 FEET); THENCE NORTH 40°36'47" EAST 189.93 FEET; THENCE NORTH 10°37'48" EAST 189.19 FEET; THENCE NORTH 89°11'21" EAST 79.72 FEET; THENCE SOUTH 56°22'29" EAST 169.81 FEET; THENCE SOUTH 33°37'31" WEST 193.48 FEET; THENCE SOUTH 52°52'18" EAST 156.58 FEET; THENCE SOUTH 09°56'22" EAST 480.27 FEET; THENCE SOUTH 86°16'33" WEST 82.25 FEET; THENCE SOUTH 01°41'07" WEST 263.56 FEET; THENCE SOUTH 88°18'53" EAST 198.14 FEET; THENCE SOUTH 09°08'58" WEST 1,261.94 FEET; THENCE NORTH 83°04'19" WEST 187.88 FEET; THENCE SOUTH 12°12'25" WEST 558.18 FEET; THENCE NORTH 77°47'35" WEST 481.29 FEET; THENCE SOUTH 12°12'25" WEST 332.08 FEET; THENCE SOUTH 87°51'01" WEST 380.73 FEET TO A POINT ON A 275.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 87°04'58" EAST; THENCE SOUTHERLY 25.05 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°13'07" (CHORD BEARS SOUTH 05°31'36" EAST 25.04 FEET); THENCE SOUTH 81°51'51" WEST 50.00 FEET; THENCE SOUTH 58°47'03" WEST 205.16 FEET; THENCE NORTH 51°26'07" WEST 137.45 FEET; THENCE NORTH 32°37'56" WEST 218.97 FEET; THENCE NORTH 53°04'13" EAST 243.33 FEET; THENCE NORTH 30°45'49" EAST 650.95 FEET; THENCE NORTH 19°44'42" EAST 259.65 FEET; THENCE NORTH 44°52'50" EAST 169.31 FEET; THENCE NORTH 14°57'19" WEST 813.24 FEET; THENCE NORTH 22°01'51" EAST 621.24 FEET; THENCE NORTH 07°47'43" EAST 216.90 FEET TO A POINT ON A 175.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 16°44'51" EAST; THENCE NORTHWESTERLY 119.71 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°11'40" (CHORD BEARS NORTH 53°39'19"

WEST 117.39 FEET); THENCE NORTH 34°03'29" WEST 29.90 FEET TO A POINT ON A 75.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 55°56'31" WEST; THENCE WESTERLY 116.37 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°53'57" (CHORD BEARS NORTH 78°30'27" WEST 105.04 FEET); THENCE SOUTH 57°02'34" WEST 200.87 FEET TO A POINT ON A 225.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 32°57'26" EAST; THENCE SOUTHWESTERLY 67.00 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°03'41" (CHORD BEARS SOUTH 48°30'44" WEST 66.75 FEET); THENCE SOUTH 39°58'53" WEST 116.77 FEET TO A POINT ON A 150.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 50°01'07" WEST; THENCE WESTERLY 237.88 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°51'52" (CHORD BEARS SOUTH 85°24'49" WEST 213.73 FEET); THENCE NORTH 49°09'15" WEST 35.10 FEET TO A POINT ON A 15.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 40°50'45" WEST; THENCE WESTERLY 22.20 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 84°47'03" (CHORD BEARS SOUTH 88°27'13" WEST 20.23 FEET); THENCE NORTH 43°56'49" WEST 50.01 FEET TO A POINT ON A 375.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 43°56'49" WEST; THENCE NORTHEASTERLY 59.54 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°05'51" (CHORD BEARS NORTH 41°30'16" EAST 59.48 FEET); THENCE NORTH 36°57'21" EAST 95.87 FEET TO A POINT ON A 87.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 53°02'39" WEST; THENCE NORTHEASTERLY 31.85 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°58'33" (CHORD BEARS NORTH 26°28'04" EAST 31.67 FEET); THENCE NORTH 15°58'48" EAST 34.77 FEET TO A POINT ON A 133.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 74°01'12" EAST; THENCE NORTHERLY 23.12 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°57'40" (CHORD BEARS NORTH 20°57'38" EAST 23.09 FEET) TO A POINT ON A 357.00 FOOT RADIUS REVERSE CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 64°03'32" WEST; THENCE NORTHERLY 154.59 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°48'39" (CHORD BEARS NORTH 13°32'09" EAST 153.39 FEET); THENCE NORTH 00°56'51" EAST 79.63 FEET TO A POINT ON A 100.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 89°03'09" WEST; THENCE NORTHERLY 4.98 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°51'03" (CHORD BEARS NORTH 00°28'41" WEST 4.98 FEET); THENCE NORTH 01°54'12" WEST 53.81 FEET TO THE POINT OF BEGINNING.

PARCEL 1A: (SUMMIT COUNTY)

PERPETUAL NON-EXCLUSIVE AND CONTINUOUS EASEMENTS AND RIGHTS-OF-WAY FOR (A) PRIMARY ACCESS ROAD; (B) SECONDARY ACCESS ROAD; (C) TEMPORARY CONSTRUCTION ACCESS ROADS AND (D) WEST LOOP ACCESS ROAD, AND UTILITY EASEMENTS ALL AS MORE SPECIFICALLY DEFINED IN THAT CERTAIN ACCESS AND UTILITY EASEMENT AGREEMENT RECORDED JULY 7, 2020 AS ENTRY NO. 1136110 IN BOOK 2581 AT PAGE 1150 OF OFFICIAL RECORDS OF SUMMIT COUNTY, STATE OF UTAH.

PARCEL 2: (SUMMIT COUNTY)

PARCEL NO. CT-441

BEGINNING AT THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 88°36'14" EAST 1,803.94 FEET ALONG THE SECTION LINE, MORE OR LESS, TO THE USA PROPERTY; THENCE SOUTH 06°59'54" EAST 237.06 FEET; THENCE SOUTH 18°53'54" EAST 502.00 FEET; THENCE SOUTH 28°19'54" EAST 190.60 FEET; THENCE SOUTH

01°08'06" WEST 182.65 FEET TO PARCEL NS-440; THE NEXT (3) COURSES ARE ALONG THE EXISTING FENCE LINE COMMON TO PARCEL NS-440; THENCE NORTH 88°40'16" WEST 1,902.33 FEET; THENCE SOUTH 00°58'29" EAST 992.30 FEET; THENCE SOUTH 88°37'54" EAST 1,039.76 FEET TO A 3 WAY FENCE CORNER; THENCE SOUTH 15°31'34" EAST 636.72 FEET ALONG AN EXISTING LINE OF FENCE COMMON TO PARCEL NS- 437; THENCE NORTH 89°06'43" WEST 1,363.89 FEET ALONG THE PROJECTION OF AN EXISTING LINE OF FENCE TO THE WEST QUARTER CORNER OF SAID SECTION 17, SAID QUARTER CORNER BEING MARKED WITH AN ORIGINAL STONE; THENCE NORTH 00°55'18" WEST 2,670.12 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

PARCEL 3: (SUMMIT COUNTY)

PARCEL NO. CT-449

BEGINNING AT THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°10'22" WEST 138.00 FEET ALONG THE SECTION LINE; THENCE SOUTH 08°20'22" WEST 168.00 FEET; THENCE SOUTH 03°10'22" WEST 128.00 FEET; THENCE SOUTH 16°55'22" WEST 788.00 FEET; THENCE SOUTH 13°28'41" WEST 71.32 FEET; THE NEXT (5) COURSES ARE ALONG THE ADJACENT WOHALI PARTNERS BOUNDARY AS DELINEATED BY AN EXISTING RECORD OF SURVEY; THENCE SOUTH 12°43'34" WEST 123.14 FEET; THENCE SOUTH 19°38'10" WEST 1,632.00 FEET; THENCE SOUTH 23°08'10" WEST 700.00 FEET; THENCE SOUTH 00°42'42" EAST 589.00 FEET; THENCE NORTH 89°59'43" EAST 1,313.27 FEET, MORE OR LESS, TO THE SECTION LINE; THENCE NORTH 00°29'49" WEST 1,339.27 FEET ALONG SAID LINE TO THE EAST QUARTER CORNER OF SECTION 18, SAID QUARTER CORNER BEING MARKED WITH AN ORIGINAL STONE; THENCE NORTH 00°55'18" WEST 2,670.12 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

PARCEL 5: (SUMMIT COUNTY)

PARCEL NO. NS-294

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL LYING IN SUMMIT COUNTY:

GOVERNMENT LOTS 9, 10, 11, 12, 13, 14, 15, AND 16 OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.

PARCEL 6: (SUMMIT COUNTY)

PARCEL NO. NS-295

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL LYING IN SUMMIT COUNTY:

ALL OF SECTION 21, TOWNSHIP 2 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.

LESS AND EXCEPTING THE FOLLOWING:

A TRACT OF LAND BEING PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 2 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF STONE OF THE SAID SECTION 21; AND RUNNING THENCE SOUTH 0°02' WEST 2719.0 FEET TO A POINT MIDWAY TO THE SOUTHEAST CORNER STONE OF SAID SECTION 21; THENCE SOUTH 85°49' WEST 1048.0 FEET ALONG THE QUARTER SECTION LINE; THENCE ALONG A RIDGE THREE COURSES

AS FOLLOWS: NORTH 25° EAST 1514.0 FEET; THENCE NORTH 33° EAST 532.6 FEET; THENCE NORTH 5°30' WEST 965.4 FEET TO SECTION LINE; THENCE NORTH 85°43' EAST 210.0 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THE FOLLOWING:

A TRACT OF LAND BEING PART OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 2 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER STONE OF SAID SECTION 21; AND RUNNING THENCE SOUTH 85°55' WEST 812.3 FEET ALONG THE SECTION LINE; THENCE ALONG A RIDGE FIVE COURSES AS FOLLOWS: NORTH 41° WEST 1180.0 FEET; THENCE NORTH 11° WEST 377.0 FEET; THENCE NORTH 2° EAST 1079.3 FEET; THENCE NORTH 59° EAST 659.0 FEET; THENCE NORTH 25° EAST 24.0 FEET TO THE QUARTER SECTION LINE; THENCE ALONG SAID LINE NORTH 85°49' EAST 1048.0 FEET TO A POINT MIDWAY ALONG THE EAST BOUNDARY OF SAID SECTION 21 BETWEEN THE NORTHEAST AND SOUTHEAST CORNER STONES; THENCE SOUTH 0°02' WEST 2719.0 FEET TO THE POINT OF BEGINNING.

PARCEL 7: (SUMMIT COUNTY)

PARCEL NO. NS-296

BEGINNING AT THE NORTHEAST CORNER OF STONE OF THE SAID SECTION 21; AND RUNNING THENCE SOUTH 0°02' WEST 2719.0 FEET TO A POINT MIDWAY TO THE SOUTHEAST CORNER STONE OF SAID SECTION 21; THENCE SOUTH 85°49' WEST 1048.0 FEET ALONG THE QUARTER SECTION LINE; THENCE ALONG A RIDGE THREE COURSES AS FOLLOWS: NORTH 25° EAST 1514.0 FEET; THENCE NORTH 33° EAST 532.6 FEET; THENCE NORTH 5°30' WEST 965.4 FEET TO SECTION LINE; THENCE NORTH 85°43' EAST 210.0 FEET TO THE POINT OF BEGINNING.

PARCEL 8: (SUMMIT COUNTY)

PARCEL NO. NS-298-A

THE WEST HALF OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 22, TOWNSHIP 2 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.

PARCEL 9: (SUMMIT COUNTY)

PARCEL NO. NS-299

THE EAST HALF OF THE WEST HALF OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.

PARCEL 10: (SUMMIT COUNTY)

PARCEL NO. NS-317

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL LYING IN SUMMIT COUNTY:

ALL OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.

LESS AND EXCEPTING THE FOLLOWING:

BEGINNING AT A POINT NORTH 85°53' EAST 82.4 FEET FROM THE SOUTH QUARTER SECTION STONE OF SAID SECTION 27; RUNNING THENCE 16 COURSES ALONG A RIDGE AS FOLLOWS: NORTH 13°30' WEST 170.0 FEET; NORTH 3°30' EAST 137.0 FEET; NORTH 5° WEST 112.0 FEET; NORTH 4° EAST 146.0 FEET; NORTH 12°30' WEST 148.0 FEET; NORTH 44° EAST 90.0 FEET; NORTH 26°30' EAST 91.0 FEET; NORTH 34°10' EAST 815.5 FEET; NORTH 40° EAST 143.0 FEET; NORTH 33° EAST 566.5 FEET; NORTH 4° EAST 412.5 FEET; NORTH 2°10' WEST 740.0 FEET; NORTH 7°25' WEST 1274.0 FEET; NORTH 28°30' EAST 393.0 FEET; NORTH 36° WEST 192.0 FEET; NORTH 3° WEST 422.5 FEET TO THE NORTH BOUNDARY OF SAID SECTION 27 AT A POINT WHICH BEARS NORTH 85°32' EAST 862.6 FEET FROM THE NORTH QUARTER SECTION CORNER STONE OF SAID SECTION 27; THENCE NORTH 85°32' EAST 1779.4 FEET TO THE NORTHEAST CORNER OF SAID SECTION 27; THENCE SOUTH 0°03' WEST 5400.0 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 27; THENCE SOUTH 85°53' WEST 2562.8 FEET TO THE POINT OF BEGINNING.

PARCEL 11: (SUMMIT COUNTY)

PARCEL NO. NS-BDY-21

A TRACT OF LAND BEING PART OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 2 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER STONE OF SAID SECTION 21; AND RUNNING THENCE SOUTH 85°55' WEST 812.3 FEET ALONG THE SECTION LINE; THENCE ALONG A RIDGE FIVE COURSES AS FOLLOWS: NORTH 41° WEST 1180.0 FEET; THENCE NORTH 11° WEST 377.0 FEET; THENCE NORTH 2° EAST 1079.3 FEET; THENCE NORTH 59° EAST 659.0 FEET; THENCE NORTH 25° EAST 24.0 FEET TO THE QUARTER SECTION LINE; THENCE ALONG SAID LINE NORTH 85°49' EAST 1048.0 FEET TO A POINT MIDWAY ALONG THE EAST BOUNDARY OF SAID SECTION 21 BETWEEN THE NORTHEAST AND SOUTHEAST CORNER STONES; THENCE SOUTH 0°02' WEST 2719.0 FEET TO THE POINT OF BEGINNING.

PARCEL 12: (SUMMIT COUNTY)

PARCEL NO. NS-BDY-20

BEGINNING AT THE NORTHEAST CORNER STONE OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE SOUTH 0°02' WEST 1666.0 FEET ALONG THE SECTION LINE; THENCE ALONG A RIDGE THREE COURSES AS FOLLOWS: NORTH 26°51' WEST 796.6 FEET; THENCE NORTH 24° WEST 854.00 FEET; THENCE NORTH 41° WEST 155.5 FEET TO THE SECTION LINE; THENCE ALONG SAID LINE NORTH 85°55' EAST 812.3 FEET TO THE POINT OF BEGINNING.

PARCEL 13: (MORGAN COUNTY)

PARCEL NO. 00-0005-0375; SERIAL NO. 01-002-125-03

GOVERNMENT LOTS 9, 10, 11, 12, 13, 14, 15 AND 16 OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.

LESS ANY PORTION LYING WITHIN SUMMIT COUNTY.

PARCEL 14: (MORGAN COUNTY)

PARCEL NO. 00-0000-2731; SERIAL NO. 01-002-134

GOVERNMENT LOTS 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 AND 16 OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.

PARCEL 15: (MORGAN COUNTY)

PARCEL NO. 00-0005-0383; SERIAL NO. 01-002-135 AND PARCEL NO. 00-0084-9030;
SERIAL NO. 01-002-135-01

ALL OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.

LESS AND EXCEPTING THAT PORTION LYING WITHIN SUMMIT COUNTY.

ALSO LESS AND EXCEPTING THE FOLLOWING DESCRIBED PROPERTY:

PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN AND HAVING A BASIS OF BEARING TAKEN AS SOUTH 85°43'59" WEST BETWEEN THE SOUTH 1/4 CORNER AND THE SOUTHWEST CORNER OF SAID SECTION 27 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH 85°43'59" WEST 1506.90 FEET ALONG THE SECTION LINE AND NORTH 72.48 FEET FROM THE SOUTH 1/4 CORNER OF SAID SECTION 27 AND RUNNING THENCE NORTH 54°37'38" WEST 45.00 FEET; THENCE NORTH 35°22'22" EAST 26.31 FEET; THENCE NORTH 08°38'29" WEST 73.81 FEET; THENCE NORTH 81°21'31" EAST 20.00 FEET; THENCE SOUTH 08°38'29" EAST 53.11 FEET; THENCE NORTH 35°22'22" EAST 20.86 FEET; THENCE NORTH 50°55'52" EAST 38.68 FEET; THENCE NORTH 08°32'24" EAST 42.33 FEET; THENCE NORTH 10°15'47" EAST 56.91 FEET; THENCE NORTH 15°12'11" EAST 21.59 FEET; THENCE NORTH 09°36'58" EAST 47.90 FEET; THENCE NORTH 04°50'59" EAST 56.72 FEET; THENCE NORTH 03°13'30" WEST 48.39 FEET; THENCE NORTH 15°17'17" WEST 78.41 FEET; THENCE NORTH 12°58'55" WEST 75.46 FEET; THENCE NORTH 09°53'13" WEST 47.03 FEET; THENCE NORTH 10°15'27" WEST 66.93 FEET; THENCE NORTH 10°36'25" WEST 66.48 FEET; THENCE NORTH 22°07'54" WEST 63.17 FEET; THENCE NORTH 14°22'48" WEST 40.32 FEET; THENCE NORTH 03°54'11" WEST 51.81 FEET; THENCE NORTH 00°14'18" EAST 57.90 FEET; THENCE NORTH 09°00'37" WEST 120.64 FEET; THENCE NORTH 15°45'11" WEST 9.99 FEET; THENCE SOUTH 60°46'28" WEST 27.80 FEET; THENCE NORTH 29°13'32" WEST 91.23 FEET; THENCE NORTH 60°46'28" EAST 94.65 FEET; THENCE SOUTH 29°13'32" EAST 91.23 FEET; THENCE SOUTH 60°46'28" WEST 56.57 FEET; THENCE SOUTH 15°45'11" EAST 13.02 FEET; THENCE SOUTH 09°00'37" EAST 121.97 FEET; THENCE NORTH 80°44'01" EAST 181.39 FEET; THENCE SOUTH 09°15'59" EAST 342.85 FEET; THENCE SOUTH 80°44'01" WEST 175.42 FEET; THENCE SOUTH 09°53'13" EAST 46.79 FEET; THENCE SOUTH 12°58'55" EAST 74.99 FEET; THENCE SOUTH 15°17'17" EAST 79.26 FEET; THENCE SOUTH 03°13'30" EAST 50.16 FEET; THENCE SOUTH 04°50'59" WEST 57.85 FEET; THENCE SOUTH 09°36'58" WEST 48.80 FEET; THENCE SOUTH 15°12'11" WEST 21.65 FEET; THENCE SOUTH 10°15'47" WEST 56.32 FEET; THENCE SOUTH 08°32'24" WEST 42.18 FEET; THENCE SOUTH 03°46'06" WEST 49.05 FEET; THENCE SOUTH 35°22'22" WEST 75.96 FEET TO THE POINT OF BEGINNING.

PARCEL 16: (MORGAN COUNTY)

PARCEL NO. 00-0000-2749; SERIAL NO. 01-002-136

ALL OF SECTION 21, TOWNSHIP 2 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TWO TRACTS OF LAND:

A TRACT OF LAND BEING PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 2 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF STONE OF THE SAID SECTION 21, AND RUNNING THENCE SOUTH 0°02' WEST 2719.0 FEET TO A POINT MIDWAY TO THE SOUTHEAST CORNER STONE OF SAID SECTION 21; THENCE SOUTH 85°49' WEST 1048.0 FEET ALONG THE QUARTER SECTION LINE; THENCE ALONG A RIDGE THREE COURSES AS FOLLOWS: (1) NORTH 25° EAST 1514.0 FEET; (2) THENCE NORTH 33° EAST 532.6 FEET; (3) THENCE NORTH 5°30' WEST 965.4 FEET TO SECTION LINE; THENCE NORTH 85°43' EAST 210.0 FEET TO THE POINT OF BEGINNING.

A TRACT OF LAND BEING PART OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 2 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER STONE OF SAID SECTION 21, AND RUNNING THENCE SOUTH 85°55' WEST 812.3 FEET ALONG THE SECTION LINE; THENCE ALONG A RIDGE FIVE COURSES AS FOLLOWS: (1) NORTH 41° WEST 1180.0 FEET; (2) THENCE NORTH 11° WEST 377.0 FEET; (3) THENCE NORTH 2° EAST 1079.3 FEET; (4) THENCE NORTH 59° EAST 659.0 FEET; (5) THENCE NORTH 25° EAST 24.0 FEET TO THE QUARTER SECTION LINE; THENCE ALONG SAID LINE NORTH 85°49' EAST 1048.0 FEET TO A POINT MIDWAY ALONG THE EAST BOUNDARY OF SAID SECTION 21 BETWEEN THE NORTHEAST AND SOUTHEAST CORNER STONES; THENCE SOUTH 0°02' WEST 2719.0 FEET TO THE POINT OF BEGINNING.

PARCEL 17: (MORGAN COUNTY)

PARCEL NO. 00-0000-2764; SERIAL NO. 01-002-137

ALL OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND:

PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN:

BEGINNING AT THE NORTHEAST CORNER STONE OF THE SAID SECTION 28; AND RUNNING THENCE SOUTH 0°02' WEST 1666.0 FEET ALONG THE SECTION LINE; THENCE ALONG A RIDGE THREE COURSES AS FOLLOWS: (1) NORTH 26°51' WEST 796.6 FEET; (2) THENCE NORTH 24° WEST 854.0 FEET; (3) THENCE NORTH 41° WEST 155.5 FEET TO SECTION LINE; THENCE ALONG SAID LINE NORTH 85°55' EAST 812.3 FEET TO THE POINT OF BEGINNING.

PARCEL 18: (MORGAN COUNTY)

PARCEL NO. 00-0000-2780; SERIAL NO. 01-002-138

ALL OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.

**EXHIBIT B
TO
SPECIAL WARRANTY DEED**

Permitted Exceptions

SUMMIT COUNTY

1. The herein described Land is located within the boundaries of Coalville City, Weber Basin Water Conservancy District, North Summit Fire Protection District, Summit County Mosquito Abatement District, and is subject to any and all charges and assessments levied thereunder. (affects Parcels 1 through 3).

The herein described Land is located within the boundaries of Summit County, Weber Basin Water Conservancy District, North Summit Fire Protection District, Summit County Mosquito Abatement District, Summit County Special Service District No. 1, Eastern Summit County Water District, and is subject to any and all charges and assessments levied thereunder. (affects Parcels 5, 11 and 12).

The herein described Land is located within the boundaries of Summit County, Weber Basin Water Conservancy District, North Summit Fire Protection District, Summit County Mosquito Abatement District, Hoytsville Cemetery Maintenance District, Summit County Special Service District No. 1, Eastern Summit County Water District, and is subject to any and all charges and assessments levied thereunder. (affects Parcels 6 through 10).

2. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed herein. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
3. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.
4. Reservations as contained in that certain Warranty Deed recorded November 17, 1906 as Entry No. 15030 in Book I at Page 5.
5. Reservations as contained in that certain Patent recorded January 11, 1910 as Entry No. 19523 in Book J at Page 39.
6. Reservations as contained in that certain Patent recorded September 6, 1910 as Entry No. 20289 in Book J at Page 195.
7. Reservations as contained in that certain Patent recorded August 9, 1915 as Entry No. 25394 in Book K at Page 493.
8. Reservations as contained in that certain Patent recorded April 9, 1917 as Entry No. 27493 in Book L at Page 248.
9. Reservations as contained in that certain Patent recorded April 9, 1917 as Entry No. 27494 in Book L at Page 249.

10. Reservations as contained in that certain Patent recorded November 7, 1919 as Entry No. 29900 in Book M at Page 82.
11. Reservations as contained in that certain Patent recorded November 23, 1920 as Entry No. 31062 in Book M at Page 273.
12. Reservations as contained in that certain Patent recorded September 19, 1924 as Entry No. 35506 in Book N at Page 221.
13. Reservations as contained in that certain Patent recorded December 18, 1925 as Entry No. 36789 in Book N at Page 441.
14. Reservations as contained in that certain Patent recorded August 19, 1935 as Entry No. 55084 in Book Q at Page 205.
15. Reservations as contained in that certain Patent recorded June 18, 1940 as Entry No. 67004 in Book R at Page 237.
16. Reservations as contained in that certain Patent recorded December 8, 1952 as Entry No. 82412 in Book U at Page 269.
17. Reservations as contained in that certain Patent recorded April 22, 1964 as Entry No. 98680 in Book 6A at Page 24.
18. Easement in favor of Utah Power and Light Company, to construct, reconstruct, operate, maintain and repair electric transmission and other equipment over, under and across a portion of the subject Land. Said Easement recorded December 9, 1916, as Entry No. 26900, in Book P, at Page 56.
19. Easement in favor of Utah Power and Light Company, to construct, reconstruct, operate, maintain and repair electric transmission and other equipment over, under and across a portion of the subject Land. Said Easement recorded December 9, 1916, as Entry No. 26901, in Book P, at Page 57.
20. Easement in favor of Utah Power and Light Company to construct, reconstruct, operate, maintain and repair electric transmission and other equipment and incidental purposes, over, under and across a portion of the subject Land. Said Easement recorded December 9, 1916, as Entry No. 26902, in Book P, at Page 57. Easement in favor of Utah Power and Light Company to construct, reconstruct, operate, maintain and repair electric transmission and other equipment and incidental purposes, over, under and across a portion of the subject Land. Said Easement recorded September 19, 1918, as Entry No. 28866, in Book P, at Page 319.
21. Easement in favor of the American Telephone and Telegraph Company of Wyoming, its successors and assigns, to construct, operate, maintain and remove communication equipment and other facilities and incidental purposes, from time to time, upon, over, under and across a portion of the subject Land, recorded November 22, 1930, as Entry No. 45548, in Book T, at Page 154.
22. Easement in favor of Utah Power and Light Company to construct, reconstruct, operate, maintain and repair electric transmission and other equipment and incidental purposes, over, under and across a portion of the subject Land. Said Easement recorded March 10, 1931, as Entry No. 45848, in Book T, at Page 243.

23. Easement in favor of Utah Power and Light Company to construct, reconstruct, operate, maintain and repair electric transmission and other equipment and incidental purposes, over, under and across a portion of the subject Land. Said Easement recorded March 10, 1931, as Entry No. 45849, in Book T, at Page 243.
24. Right of Way Easement in favor of the Mountain States Telephone and Telegraph Company, to construct, operate, maintain and remove communication equipment and other facilities and incidental purposes, from time to time, upon, over, under and across a portion of the subject Land, recorded November 30, 1942, as Entry No. 70732, in Book X, at Page 140.
25. Right of Way Easement in favor of the Mountain States Telephone and Telegraph Company, to construct, operate, maintain and remove communication equipment and other facilities and incidental purposes, from time to time, upon, over, under and across a portion of the subject Land, recorded November 30, 1942, as Entry No. 70735, in Book X, at Page 142.
26. Easement in favor of Utah Power and Light Company to construct, reconstruct, operate, maintain and repair electric transmission and other equipment and incidental purposes, over, under and across a portion of the subject Land. Said Easement recorded March 12, 1964, as Entry No. 98428, in Book 5A, at Page 606.
27. Right of Way and Easement Grant, in favor of Mountain Fuel Supply Company, to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes, and other gas transmission and distribution facilities and incidental purposes, through and across a portion of the subject Land. Said Right of Way and Easement Grant recorded June 28, 1974, as Entry No. 123633, in Book M57, at Page 576.

Assignment of Right of Way recorded September 20, 1984 as Entry No. 225401 in Book 315 at Page 1.

28. Right of Way and Easement Grant, in favor of Mountain Fuel Supply Company, to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes, and other gas transmission and distribution facilities and incidental purposes, through and across a portion of the subject Land. Said Right of Way and Easement Grant recorded November 16, 1976, as Entry No. 134739, in Book M86, at Page 834. Assignment of Right of Way recorded September 20, 1984 as Entry No. 225401 in Book 315 at Page 1.
29. Exclusive Right of Way and Easement Agreement in favor of Wyoming-California Pipeline Company, a Colorado General Partnership, recorded March 21, 1990 as Entry No. 322299 in Book 558 at Page 791.

Assignment in favor of Kern River Gas Transmission Company, a Texas General Partnership, recorded February 15, 1991 as Entry No. 336661 in Book 596 at Page 472.

30. Exclusive Right-of-Way and Easement in favor of Kern River Gas Transmission Company to locate, survey a route, construct, entrench, maintain, protect, inspect and operate a pipeline and/or communications cable with appurtenances including but not limited to valves, metering equipment, electrical cable, cathodic equipment, underground conduit, cables, splicing boxes and roads and incidental purposes, by instrument recorded April 25, 1990, as Entry No. 323541, in Book 562, at Page 111.

Amendment to Right-of-Way and Easement Contract recorded December 11, 2001 as Entry No. 605652 in Book 1418 at Page 1001.

31. Right-of-Way Agreement in favor of Coalville City, a municipal corporation to construct, maintain, operate, protect, repair, replace, change the size of and/or remove a proposed test well and/or production well to be drilled as a culinary water source and incidental purposes, by instrument dated July 1, 1991 and recorded August 21, 1991, as Entry No. 345603, in Book 620, at Page 726.
32. Deed of Conservation Easement ("Phase I") in favor of the State of Utah, by and through the Department of Natural Resources, Division of Forestry, Fire & State Lands, a government entity, dated July 5, 2000 and recorded July 6, 2000 as Entry No. 568628 in Book 1324 at Page 1434.
33. Deed of Conservation Easement ("Phase II") in favor of the State of Utah, by and through the Department of Natural Resources, Division of Forestry, Fire & State Lands, a government entity, dated March 26, 2001 and recorded March 26, 2001 as Entry No. 585177 in Book 1360 at Page 638.
34. Right-of-Way and Easement in favor of Porcupine Ridge Pipeline, LLC. to construct, maintain, operate, repair, replace, change the size of and remove pipelines and associated facilities and appurtenances and incidental purposes, by instrument dated September 25, 2006 and recorded November 30, 2006, as Entry No. 797922, in Book 1832, at Page 1495.
35. Right-of-Way and Easement in favor of Porcupine Ridge Pipeline, LLC, a Delaware limited liability company to construct, install, maintain, operate, repair, replace, inspect, protect, change the size of and remove pipelines and associated facilities and appurtenances, for the transportation of oil and gas, and products and by-products thereof, in connection with the conduct of its business, at times or from time to time, as may be necessary or convenient thereto, including but not limited to valves, meters, communication or control facilities, on, over, across and through said Land and incidental purposes, by instrument dated December 13, 2006 and recorded December 22, 2006, as Entry No. 799890, in Book 1837, at Page 941.
36. Right of Way Easement in favor of PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power to construct, reconstruct, operate, maintain and repair electric transmission and other equipment and incidental purposes, over, under and across a portion of the subject Land. Said Easement recorded August 25, 2011, as Entry No. 929121, in Book 2093, at Page 404.
37. Conveyance of Perpetual Road Access Easement (Road Easement) in favor of Mountain Land and Livestock, LLC, a Utah Limited Liability Company and Lewis Peak Communications, Inc., a Utah Corporation, dated November 1, 2018 and recorded November 1, 2018 as Entry No. 1101023 in Book 2485 at Page 690.
38. Reciprocal Access Easement Agreement, by and among Wohali Partners LLC, a Utah limited liability company, Debra A. Wilde, as Trustee of the Debra A. Wilde Revocable Trust, and David Elliot Wilde, as Trustee of the David Elliot Wilde Revocable Trust and EIRV LLC, a Utah limited liability company recorded February 19, 2020 as Entry No. 1127466 in Book 2555 at Page 1312.
39. Access & Utility Easement Agreement by and between JRON Ranch, Inc., a Utah corporation and Wohali Partners LLC, a Utah limited liability company, dated February 3, 2020 and recorded March 12, 2020 as Entry No. 1128823 in Book 2559 at Page 1552.

40. Access and Utility Easement Agreement, by and among Thomas D. Rees and Eva Miller (f/k/a Eva Rees) and Wohali Partners LLC, a Utah limited liability company recorded July 7, 2020 as Entry No. 1136110 in Book 2581 at Page 1150.
41. Partial Release of Easements recorded July 7, 2020 as Entry No. 1136112 in Book 2581 at Page 1177.
42. Reinstatement and Grant of Easements recorded July 7, 2020 as Entry No. 1136113 in Book 2581 at Page 1179.
43. Deed of Construction, Perpetual Use and Occupancy Easement in favor of Boyden Farms, LLC, a Utah limited liability company, recorded January 7, 2021 as Entry No. 1152369 in Book 2631 at Page 1433.
44. Agreement by and between Morgan County and Summit County, Bodies Corporate and Politic of the State of Utah, dated December 20, 1989 and recorded January 16, 1990 as Entry No. 319142 in Book 551 at Page 48.
45. A Judgment against Summit County, a subdivision of the State of Utah (SS# Not Disclosed) as Defendant in favor of Jeffrey H. Thorpe, J. Denis Knoll and Jay L. Stone as Plaintiff, recorded March 21, 2007 as Entry No. 807668 in Book 1854 at Page 372, Case No. 980600266 issued from the Third Judicial District Court of Summit County.

NOTE: Icy Springs Road is declared a public road dedicated and abandoned to the use of the public.

46. Memorandum, dated July 18, 2005 and recorded July 21, 2005 as Entry No. 743604 in Book 1717 at Page 1995.
47. Notice of Reversion Rights by and between Boyden Farms, LLC, a Utah limited liability company and Wohali Partners, LLC, a Utah limited liability company, dated November 21, 2017 and recorded November 22, 2017 as Entry No. 1082005 in Book 2439 at Page 319.
48. Reversion Rights as contained in that certain Special Warranty Deed (Corrected), recorded November 22, 2017 as Entry No. 1082015 in Book 2439 at Page 385.
49. Access Easement and Cabin Restrictions as reserved in that certain Special Warranty Deed recorded November 22, 2017 as Entry No. 1082003 in Book 2439 at Page 277 of official records.
50. Covenants within that certain Special Warranty Deed with Covenants recorded July 12, 2021 as Entry No. 1168146 in Book 2678 at Page 405.
51. Wohali Master Planned Development Agreement, recorded July 14, 2021 as Entry No. 1168499 in Book 2679 at Page 287.
52. Developer's Improvement Agreement between Wohali Land Estates, LLC, a Utah limited liability company and Coalville City Corporation, a municipal corporation of the State of Utah, dated January 7, 2022 and recorded January 20, 2022 as Entry No. 1181836 in Book 2719 at Page 54.
53. Development Improvements Agreement by and between Summit County, a political subdivision of the State of Utah and Wohali Land Estates, LLC, a Utah Limited Liability Company, dated January 25, 2022 and recorded February 17, 2022 as Entry No. 1183702 in Book 2724 at Page 808.

54. Articles of Incorporation of Wohali Master Owners Association (a Utah nonprofit corporation), recorded March 9, 2022 as Entry No. 1184951 in Book 2728 at Page 189.
55. Bylaws of Wohali Master Owners Association, Inc., recorded March 9, 2022 as Entry No. 1184952 in Book 2728 at Page 197.
56. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided for in that certain Master Declaration of Covenants, Conditions, Restrictions, and Easements for Wohali Resort recorded March 9, 2022 as Entry No. 1184953 in Book 2728 at Page 215, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.
57. Lack of dedicated access to and from Parcels 3 and 5 through 12 described herein. Access to said parcels is presumed to exist over and across Parcels 1 and 2 described herein by virtue of common ownership, but the Company does not insure against any contrary state of facts.
58. Notwithstanding those items described herein-above, the Land is also subject to any additional discrepancies, conflicts in the boundary lines, shortage in area, encroachments, or any other facts which an ALTA/NSPS Survey, (made in accordance with the current Minimum Standard Detail Requirements for Land Title Surveys jointly established and adopted by (ALTA) American Land Title Association and (NSPS) National Society of Professional Surveyors) may disclose.
59. Rights of tenant(s) in the Land, if any, and rights of all parties claiming by, through or under said tenant(s).
60. Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing to secure an indebtedness in the amount shown below, and any other obligations secured thereby: Trustor: Wohali Partners, LLC; Trustee: First American Title Insurance Company; Beneficiary: Boyden Farms, LLC; Amount: \$5,950,000.00; Dated: November 21, 2017; Recorded: November 22, 2017 as Entry Number 1082004 in Book 2439 at Page 293. (affects Parcels 5 through 12 and other land).
61. Deed of Trust and Assignment of Rents to secure an indebtedness in the amount shown below, and any other obligations secured thereby: Trustor: Wohali Partners, LLC, a Utah limited liability company and Wohali Land Estates, LLC, a Utah limited liability company; Trustee: Cottonwood Title Insurance Agency, Inc. a Utah corporation; Beneficiary: Okoa Capital LLC; Amount: \$14,000,000.00; Dated: January 10, 2022; Recorded: January 10, 2022 as Entry No. 1181228 in Book 2717 at Page 376.
62. Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing to secure an indebtedness in the amount shown below, and any other obligations secured thereby: Trustor: Wohali Partners, LLC; Trustee: First American Title Insurance Company; Beneficiary: Stephen G. Boyden, Trustee of the Stephen George Boyden Revocable Inter Vivos Trust Established June 29, 1993 and Patricia Shumway Boyden, Trustee of the Patricia Shumway Boyden Revocable Inter Vivos Trust Established June 29, 1993; Amount: \$2,700,000.00; Dated: October 5, 2017; Recorded: October 6, 2017 as Entry Number 1079138 in Book 2431 at Page 1141. (affects part of Parcel 1).

First Amendment to Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, recorded November 22, 2017 as Entry No. 1082016 in Book 2439 at Page 406.

Substitution of Trustee naming Cottonwood Title Insurance Agency, Inc., Successor Trustee, recorded January 12, 2022, as Entry No. 1181370, in Book 2717, at Page 1169.

A Subordination Agreement recorded January 10, 2022 as Entry No. 1181230 in Book 2717 at Page 433 of Official Records, wherein the Deed of Trust shown as Entry No. 1079138 herein was subordinated to the lien of that certain Deed of Trust recorded as Entry No. 1181228 herein.

63. The effect 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 February 23, 2018 as Entry No. 1086956, in Book 2451, at Page 690. (affects part of Parcel 1)
64. The effect 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 March 30, 2018 as Entry No. 1088803, in Book 2455, at Page 1899. (affects part of Parcel 1)
65. The effect 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 July 29, 2019 as Entry No. 1115000, in Book 2520, at Page 295. (affects Parcels 2, 3 and other land)
66. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

MORGAN COUNTY

67. The herein described Land is located within the boundaries of Morgan County, Weber Basin Water Conservancy District, and is subject to any and all charges and assessments levied thereunder.
68. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed herein. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
69. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.
70. Deed of Conservation Easement ("Phase I") in favor of the State of Utah, by and through the Department of Natural Resources, Division of Forestry, Fire & State Lands, a government entity, dated July 5, 2000 and recorded July 6, 2000 as Entry No. 82694 in Book M0160 at Page 631.
71. Deed of Conservation Easement ("Phase II") in favor of the State of Utah, by and through the Department of Natural Resources, Division of Forestry, Fire & State Lands, a government entity, dated March 26, 2001 and recorded March 27, 2001 as Entry No. 84606 in Book 167 at Page 296.
72. Conveyance of Perpetual Road Access Easement (Road Easement) in favor of Mountain Land and Livestock, LLC, a Utah Limited Liability Company and Lewis Peak Communications, Inc., a Utah

Corporation, dated November 1, 2018 and recorded November 5, 2018 as Entry No. 146199 in Book 347 at Page 398.

73. Deed of Construction, Perpetual Use and Occupancy Easement in favor of Boyden Farms, LLC, a Utah limited liability company, dated December 30, 2020 and recorded January 7, 2021 as Entry No. 154878 in Book 372 at Page 1201.
74. Reversion Rights as contained in that certain Special Warranty Deed recorded October 6, 2017 as Entry No. 142871 in Book 338 at Page 1938.
75. Notice of Reversion Rights, dated November 21, 2017 and recorded November 22, 2017 as Entry No. 143308 in Book 340 at Page 144.
76. Reversion Rights as contained in that certain Special Warranty Deed (Corrected), dated November 21, 2017 and recorded November 22, 2017 as Entry No. 143309 in Book 340 at Page 165.
77. Access Easement and Cabin Restrictions as reserved in that certain Special Warranty Deed recorded November 22, 2017 as Entry No. 1082003 in Book 2439 at Page 277 of official records.
78. Notice of Intention to Accomplish Merger, dated December 4, 2020 and recorded January 4, 2021 as Entry No. 154835 in Book 372 at Page 1021.
79. Lack of dedicated access to and from Parcels 13 through 18 described herein. Access to said parcels is presumed to exist over and across Parcels 1 and 2 described herein by virtue of common ownership, but the Company does not insure against any contrary state of facts.
80. Notwithstanding those items described herein-above, the Land is also subject to any additional discrepancies, conflicts in the boundary lines, shortage in area, encroachments, or any other facts which an ALTA/NSPS Survey, (made in accordance with the current Minimum Standard Detail Requirements for Land Title Surveys jointly established and adopted by (ALTA) American Land Title Association and (NSPS) National Society of Professional Surveyors) may disclose.
81. Rights of tenant(s) in the Land, if any, and rights of all parties claiming by, through or under said tenant(s).
82. Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing to secure an indebtedness in the amount shown below, and any other obligations secured thereby: Trustor: Wohali Partners, LLC; Trustee: First American Title Insurance Company; Beneficiary: Boyden Farms, LLC; Amount: \$5,950,000.00; Dated: November 21, 2017; Recorded: November 22, 2017 as Entry No. 143307 in Book 340 at Page 118. (affects Parcels 13 through 18 and other land).
83. Deed of Trust and Assignment of Rents to secure an indebtedness in the amount shown below, and any other obligations secured thereby: Trustor: Wohali Partners, LLC, a Utah limited liability company and Wohali Land Estates, LLC, a Utah limited liability company; Trustee: Cottonwood Title Insurance Agency, Inc. a Utah corporation; Beneficiary: Okoa Capital LLC; Amount: \$14,000,000.00; Dated: January 10, 2022; Recorded: January 10, 2022 as Entry No. 159660 in Book 387 at Page 603.
84. The effect 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 September 12, 2018 as Entry No. 145780, in Book 346, at Page 272.

85. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.