

**WHEN RECORDED, RETURN TO:**

RG IV, LLC  
2265 E Murray Holladay Rd  
Holladay, UT 84117

CTIA#100858-WHP

Parcel Nos.: 03-038-0-0015; 03-038-0-0017;  
03-038-0-0016; 03-038-0-0004; 03-038-0-0009;  
17-022-0-0001; 17-022-0-0003; 17-022-0-0004;  
17-022-0-0005; 17-022-0-0006; 17-022-0-0007;  
17-022-0-0008; 17-022-0-0009; 03-047-0-0006;  
03-047-0-0005; 03-047-0-0007

**SPECIAL WARRANTY DEED**

**MILLER FAMILY REAL ESTATE, L.L.C.**, a Utah limited liability company, whose principal office is located at 9350 South 150 East, Suite 1000, Sandy, Utah 84070, Grantor, hereby conveys and warrants against all who claim by, through, or under Grantor to **RG IV, LLC**, a Utah limited liability company, having an address of 2265 E. Murray Holladay Road, Holladay, UT 84117, Grantee, for the sum of Ten Dollars and other good and valuable consideration, the following described tract of land in Tooele County, Utah, to wit:

See attached **Exhibit A** (the "Property")

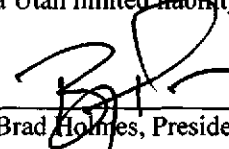
SUBJECT TO current taxes and assessments and easements, restrictions, rights of way appearing of record or enforceable in law and equity, including, without limitation, the matters identified and listed on the attached **Exhibit B** ("Permitted Exceptions").

*[Signature Page Follows]*

WITNESS the hand of said Grantor this 24 day of October, 2018.

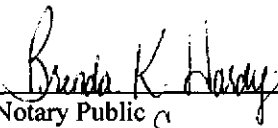
**GRANTOR:**

**MILLER FAMILY REAL ESTATE, L.L.C.,**  
a Utah limited liability company

  
\_\_\_\_\_  
Brad Holmes, President

STATE OF UTAH            )  
                                  ) ss.  
COUNTY OF SALT LAKE    )

The foregoing Special Warranty Deed was acknowledged before me this 24 day of October, 2018 by Brad Holmes, as President of **MILLER FAMILY REAL ESTATE, L.L.C.**, a Utah limited liability company.

  
\_\_\_\_\_  
Notary Public  
Residing at: Sandy, UT

My commission expires: 01-17-2022



**EXHIBIT A**  
**Legal Description of the Property**

**PARCEL 1:**

A part of the North Half of Section 1, Township 3 South, Range 5 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point 772.12 feet South 0°22'03" East along the Section line from the Northeast corner of said Section; and running thence South 0°22'03" East 201.09 feet along said Section line; thence North 84°23'36" West 5284.03 feet along said East right-of-way line of Sheep Lane; thence North 0°39'55" West 201.20 feet along said East right-of-way line; thence South 84°23'36" East 5285.08 feet to the point of beginning.

EXCEPTING THEREFROM that portion lying within Miller Motorsports Business Park PUD No. 1, according to the official plat thereof recorded April 14, 2009 as Entry No. 324129, Official Records.

ALSO EXCEPTING THEREFROM all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, as reserved by the Union Pacific Railroad Company, a Delaware corporation in Quitclaim Deed recorded June 28, 2006 as Entry No. 262519, Official Records.

**PARCEL 2:**

The North One Half of Section 1, Township 3 South, Range 5 West, Salt Lake Base and Meridian.

LESS AND EXCEPTING THEREFROM that portion deeded to the Los Angeles and Salt Lake Railroad Company, in that certain Warranty Deed recorded April 16, 1985 as Entry No. 366906, in Book 228 at Page 34, Official Records, and being more particularly described as follows:

All that portion of the North One Half of the North One Half of Section 1, Township 3 South, Range 5 West, Salt Lake Base and Meridian, in Tooele County, Utah situated North of a line which is 100.00 feet South, measured at right angles, from the hereinafter described proposed centerline of the connector track of the Los Angeles and Salt Lake Railroad Company, said centerline being described as:

Beginning at a point in the East line of said Section 1 that is 872.65 feet South from the Northeast Corner of said Section 1; thence Northwesterly North 84°05'41" West 5310.24 feet to a point on the West line of said Section 1 that is 326.31 feet South from the Northwest corner thereof.

ALSO EXCEPTING THEREFROM A part of the North Half of Section 1, Township 3 South, Range 5 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point 772.12 feet South 0°22'03" East along the Section line from the Northeast corner of said Section; and running thence South 0°22'03" East 201.09 feet along said Section line; thence North 84°23'36" West 5284.03 feet along said East right-of-way line of Sheep Lane; thence North 0°39'55" West 201.20 feet along said East right-of-way line; thence South 84°23'36" East 5285.08 feet to the point of beginning.

ALSO EXCEPTING THEREFROM that portion lying within Miller Motorsports Business Park PUD No. 1, according to the official plat thereof recorded April 14, 2009 as Entry No. 324129, Official Records.

ALSO EXCEPTING THEREFROM an undivided one-half interest in and to the oil gas and mineral estate as conveyed to Daniel O. Clegg and Laurie M. Clegg, his wife as Joint Tenants in Special Warranty Deed

of Mineral Interest recorded December 31, 1992 as Entry No. 53352 in Book 344 at Page 624, Official Records.

**PARCEL 3:**

The Northwest Quarter of the Southwest Quarter and the East One Half of the Southwest Quarter of Section 1, Township 3 South, Range 5 West, Salt Lake Base and Meridian.

EXCEPTING THEREFROM that portion of said land conveyed to Grantsville Soil Conservation District, a body politic in Corrective Warranty Deed And Warranty Deed For Exchange Of Properties recorded December 19, 1986 as Entry No. 4869 in Book 248 at Page 577, Official Records, described as follows:

Beginning at the Southwest corner of Section 1, Township 3 South, Range 5 West, Salt Lake Base and Meridian; and running thence North 0°39'19" West 425.0 feet, thence around a curve Southeasterly following the West right of way line of Sheep Lane Road 514.0 feet to the South line of Section 1, thence West 277.0 feet to beginning.

ALSO EXCEPTING THEREFROM that portion lying within Sheep Lane as conveyed to Tooele County, a body politic and corporate of the State of Utah in Corrective Warranty Deed recorded September 13, 2005 as Entry No. 246830, Official Records.

ALSO EXCEPTING THEREFROM that portion lying within Miller Motorsports Business Park PUD No. 1, according to the official plat thereof recorded April 14, 2009 as Entry No. 324129, Official Records.

ALSO EXCEPTING THEREFROM an undivided one-half interest in and to the oil gas and mineral estate as conveyed to Daniel O. Clegg and Laurie M. Clegg, his wife as Joint Tenants in Special Warranty Deed of Mineral Interest recorded December 31, 1992 as Entry No. 53352 in Book 344 at Page 624, Official Records.

**PARCEL 4:**

The Southeast Quarter of Section 1, Township 3 South, Range 5 West, Salt Lake Base and Meridian.

EXCEPTING THEREFROM an undivided one-half interest in and to the oil gas and mineral estate as conveyed to Daniel O. Clegg and Laurie M. Clegg, his wife as Joint Tenants in Special Warranty Deed of Mineral Interest recorded December 31, 1992 as Entry No. 53352 in Book 344 at Page 624, Official Records.

**PARCEL 5:**

The Southwest Quarter of the Southwest Quarter of Section 1, Township 3 South, Range 5 West, Salt Lake Base and Meridian.

EXCEPTING THEREFROM that portion of said land conveyed to Grantsville Soil Conservation District, a body politic in Corrective Warranty Deed And Warranty Deed For Exchange Of Properties recorded December 19, 1986 as Entry No. 4869 in Book 248 at Page 577, Official Records, described as follows:

Beginning at the Southwest corner of Section 1, Township 3 South, Range 5 West, Salt Lake Base and Meridian; and running thence North 0°39'19" West 425.0 feet, thence around a curve Southeasterly following the West right of way line of Sheep Lane Road 514.0 feet to the South line of Section 1, thence West 277.0 feet to beginning.

ALSO EXCEPTING THEREFROM that portion lying within Sheep Lane as conveyed to Tooele County, a body politic and corporate of the State of Utah in Corrective Warranty Deed recorded September 13, 2005 as Entry No. 246830, Official Records.

ALSO EXCEPTING THEREFROM an undivided one-half interest in and to the oil gas and mineral estate as conveyed to Daniel O. Clegg and Laurie M. Clegg, his wife as Joint Tenants in Special Warranty Deed of Mineral Interest recorded December 31, 1992 as Entry No. 53352 in Book 344 at Page 624, Official Records.

**PARCEL 6:**

Lot 1 Miller Motorsports Business Park PUD No. 1, according to the official plat thereof recorded April 14, 2009 as Entry No. 324129, Official Records.

EXCEPTING THEREFROM an undivided one-half interest in and to the oil gas and mineral estate as conveyed to Daniel O. Clegg and Laurie M. Clegg, his wife as Joint Tenants in Special Warranty Deed of Mineral Interest recorded December 31, 1992 as Entry No. 53352 in Book 344 at Page 624, Official Records.

**PARCEL 7:**

Lot 3 Miller Motorsports Business Park PUD No. 1, according to the official plat thereof recorded April 14, 2009 as Entry No. 324129, Official Records.

EXCEPTING THEREFROM an undivided one-half interest in and to the oil gas and mineral estate as conveyed to Daniel O. Clegg and Laurie M. Clegg, his wife as Joint Tenants in Special Warranty Deed of Mineral Interest recorded December 31, 1992 as Entry No. 53352 in Book 344 at Page 624, Official Records.

**PARCEL 8:**

Lot 4 Miller Motorsports Business Park PUD No. 1, according to the official plat thereof recorded April 14, 2009 as Entry No. 324129, Official Records.

EXCEPTING THEREFROM an undivided one-half interest in and to the oil gas and mineral estate as conveyed to Daniel O. Clegg and Laurie M. Clegg, his wife as Joint Tenants in Special Warranty Deed of Mineral Interest recorded December 31, 1992 as Entry No. 53352 in Book 344 at Page 624, Official Records.

**PARCEL 9:**

Lot 5 Miller Motorsports Business Park PUD No. 1, according to the official plat thereof recorded April 14, 2009 as Entry No. 324129, Official Records.

EXCEPTING THEREFROM an undivided one-half interest in and to the oil gas and mineral estate as conveyed to Daniel O. Clegg and Laurie M. Clegg, his wife as Joint Tenants in Special Warranty Deed of Mineral Interest recorded December 31, 1992 as Entry No. 53352 in Book 344 at Page 624, Official Records.

**PARCEL 10:**

Lot 6 Miller Motorsports Business Park PUD No. 1, according to the official plat thereof recorded April 14, 2009 as Entry No. 324129, Official Records.

EXCEPTING THEREFROM an undivided one-half interest in and to the oil gas and mineral estate as conveyed to Daniel O. Clegg and Laurie M. Clegg, his wife as Joint Tenants in Special Warranty Deed of Mineral Interest recorded December 31, 1992 as Entry No. 53352 in Book 344 at Page 624, Official Records.

**PARCEL 11:**

Lot 7 Miller Motorsports Business Park PUD No. 1, according to the official plat thereof recorded April 14, 2009 as Entry No. 324129, Official Records.

EXCEPTING THEREFROM an undivided one-half interest in and to the oil gas and mineral estate as conveyed to Daniel O. Clegg and Laurie M. Clegg, his wife as Joint Tenants in Special Warranty Deed of Mineral Interest recorded December 31, 1992 as Entry No. 53352 in Book 344 at Page 624, Official Records.

**PARCEL 12:**

Lot 8 Miller Motorsports Business Park PUD No. 1, according to the official plat thereof recorded April 14, 2009 as Entry No. 324129, Official Records.

EXCEPTING THEREFROM an undivided one-half interest in and to the oil gas and mineral estate as conveyed to Daniel O. Clegg and Laurie M. Clegg, his wife as Joint Tenants in Special Warranty Deed of Mineral Interest recorded December 31, 1992 as Entry No. 53352 in Book 344 at Page 624, Official Records.

**PARCEL 13:**

Lot 9 Miller Motorsports Business Park PUD No. 1, according to the official plat thereof recorded April 14, 2009 as Entry No. 324129, Official Records.

EXCEPTING THEREFROM an undivided one-half interest in and to the oil gas and mineral estate as conveyed to Daniel O. Clegg and Laurie M. Clegg, his wife as Joint Tenants in Special Warranty Deed of Mineral Interest recorded December 31, 1992 as Entry No. 53352 in Book 344 at Page 624, Official Records.

**PARCEL 14:**

That part of Section 12, Township 3 South, Range 5 West, Salt Lake Base and Meridian described as follows:

Beginning at the Northeast Corner of the Northwest Quarter of said Section 12; thence West 2024.22 feet, more or less, to the West Side of Sheep Lane; thence South along right of way 2640 feet; thence East 2024.22 feet, more or less, to the center of section; thence North 2640 feet to beginning.

EXCEPTING THEREFROM any portion lying within Sheep Lane.

ALSO EXCEPTING THEREFROM that portion of said land lying within a 100 foot strip of land donated and quitclaimed to Tooele County, Utah in instrument dated November 15, 1993 and recorded January 12, 1994 as Entry No. 61883 in Book 366 at Page 742, Official Records.

ALSO EXCEPTING THEREFROM an undivided one-half interest in and to the oil gas and mineral estate as conveyed to Daniel O. Clegg and Laurie M. Clegg, his wife as Joint Tenants in Special Warranty Deed of Mineral Interest recorded December 31, 1992 as Entry No. 53352 in Book 344 at Page 624, Official Records.

**PARCEL 15:**

The Northeast Quarter of Section 12, Township 3 South, Range 5 West, Salt Lake Base and Meridian.

EXCEPTING THEREFROM an undivided one-half interest in and to the oil gas and mineral estate as conveyed to Daniel O. Clegg and Laurie M. Clegg, his wife as Joint Tenants in Special Warranty Deed of Mineral Interest recorded December 31, 1992 as Entry No. 53352 in Book 344 at Page 624, Official Records.

**PARCEL 16:**

That part of Section 12, Township 3 South, Range 5 West, Salt Lake Base and Meridian, described as follows:

Beginning at the Southeast Corner of the Northeast Quarter of said Section 12; thence West 4664.22 feet, more or less, to the West side of the right of way of Sheep Lane, thence South along right of way 1060 feet, thence East 4664.22 feet, thence North 1060 feet to beginning.

EXCEPTING THEREFROM any portion lying within Sheep Lane.

ALSO EXCEPTING THEREFROM that portion of said land lying within a 100 foot strip of land donated and quitclaimed to Tooele County, Utah in instrument dated November 15, 1993 and recorded January 12, 1994 as Entry No. 61883 in Book 366 at Page 742, Official Records.

ALSO EXCEPTING THEREFROM an undivided one-half interest in and to the oil gas and mineral estate as conveyed to Daniel O. Clegg and Laurie M. Clegg, his wife as Joint Tenants in Special Warranty Deed of Mineral Interest recorded December 31, 1992 as Entry No. 53352 in Book 344 at Page 624, Official Records.

The same being shown as the overall boundary description on ALTA/NSPS Land Title Survey prepared by Dominion Engineering Associates, L.C., having been certified under the dated of October 18, last revised October 23, 2018, as Project No. 2940-01, by James Dean Pitkin, a registered land surveyor holding License No. 171546, described as follows:

Two parcels of land located in a portion of Section 1 and in a portion of Section 12, Township 3 South, Range 5 West, Salt Lake Base and Meridian, Tooele County, Utah, more particularly described as follows:

**PARCEL 1:**

Beginning at a point 772.12 feet South 00°22'10" East along the section line from the Northeast corner of said Section 1, and running thence South 00°22'10" East 1,874.14 feet along said section line to the East quarter corner of said Section 1; thence South 00°20'45" East 2,635.35 feet along the section line to the Southeast corner of said Section 1; thence South 00°21'26" East 2,640.77 feet along the section line to the East quarter corner of said Section 12; thence South 00°22'15" East 1,060.00 feet along the section line; thence South 89°36'48" West 2,604.73 feet to a point on a 2,827.53 foot radius non-tangent curve to the right and the Northeasterly boundary of that certain property (abandoned Warner Branch of the Union Pacific Railroad Company) described in the Donation Quit Claim Deed recorded January 12, 1994 as Entry No. 61883 in Book 3 at Page 742 in the office of the Tooele County Recorder and an existing fence line; thence Northwesterly 497.60 feet along the arc of said curve, fence and property through a central angle of 10°04'59" (chord bears North 42°45'57" West 496.96 feet) to a tangent line; thence North 37°43'28" West 2,616.10 feet along said fence and property to the Easterly boundary and right-of-way of Sheep Lane as shown on that certain Road Dedication Plat of Sheep Lane - SR 112 to SR 138, dated April 2, 2009; thence North 00°22'15" West 218.93 feet along said Sheep Lane to a point of curvature with a 3,050.00 foot radius curve to the left; thence Northwesterly 1,286.65 feet along the arc of said curve and Sheep Lane through a central angle of 24°10'13" (chord bears North 12°27'22" West 1,277.13 feet) to a tangent line; thence North 24°32'28" West 450.88 feet along said Sheep Lane to a point of curvature with a 2,950.00 foot radius curve to the right; thence Northerly 1,229.08 feet along the arc of said curve and Sheep Lane through

central angle of 23°52'17" (chord bears North 12°36'20" West 1,220.21 feet) to a tangent line; thence North 00°40'11" West 470.50 feet along said Sheep Lane to the Southwest corner of Lot 2, Miller Motorsports Business Park PUD No. 1 as recorded April 14, 2009 as Entry No. 324129 in the office of the Tooele County Recorder; thence North 89°40'28" East 1,505.84 feet, more or less, along said Lot 2 to the Southeast corner of said Lot 2; thence North 00°19'32" West 1,065.00 feet along said Lot 2 to the Northeast corner of said Lot 2; thence South 89°40'28" West 1,512.18 feet along said Lot 2 to the Northwest corner of said Lot 2 and said Easterly boundary and right-of-way of Sheep Lane; thence North 00°39'55" West 486.54 feet to a point of curvature with a 25.00 foot radius curve to the right and the Southwest corner of Lot A of said Miller Motorsports Business Park PUD No. 1; thence Northeasterly 39.42 feet along the arc of said curve and Lot A through a central angle of 90°20'23" (chord bears North 44°30'16" East 35.46 feet) to a tangent line; thence North 89°40'28" East 2,569.94 feet along said Lot A to a point of curvature with a 25.00 foot radius curve to the right; thence Southeasterly 39.27 feet along the arc of said curve and Lot A through a central angle of 90°00'00" (chord bears South 45°19'32" East 35.36 feet) to a non-tangent line; thence North 89°40'28" East 60.00 feet along said Lot A to the Southeast corner of said Lot A; thence North 00°19'32" West 225.00 feet along said Lot A to the Northeast corner of said Lot A; thence South 89°40'28" West 2,656.42 feet along said Lot A to a point of curvature with a 25.00 foot radius curve to the right; thence Northwesterly 39.12 feet along the arc of said curve and Lot A through a central angle of 89°39'37" (chord bears North 45°29'44" West 35.25 feet) to the Northwest corner of said Lot A and said Sheep Lane; thence North 00°39'55" West 971.16 feet, more or less, along said Sheep Lane to the Northwest corner of said Miller Motorsports Business Park PUD No. 1; thence South 84°23'36" East 5,284.93 feet along said subdivision and the Easterly extension thereof to the point of beginning.

**PARCEL 2:**

Beginning at a point on the Easterly boundary and right-of-way line of Sheep Lane as shown on that certain Road Dedication Plat of Sheep Lane - SR 112 to SR 138, dated April 2, 2009 1,060.00 feet South 00°22'15" East and 4,527.07 feet South 89°36'48" West from the East quarter corner of said Section 12, and running thence North 00°22'15" West 2,282.29 feet along said Sheep Lane to the Southwesterly boundary of that certain property (Abandoned Warner Branch of the Union Pacific Railroad Company) described in the Donation Quit Claim Deed recorded January 12, 1994 as Entry No. 61883 in Book 3 at Page 742 in the office of the Tooele County Recorder and an existing fence line; thence South 37°43'28" East 2,485.09 feet along said fence and property to point of curvature with a 2,927.53 foot radius curve to the left; thence Southeasterly 408.47 feet along said fence and property through a central angle of 07°59'39" (chord bears South 41°43'17" a non-tangent line; thence South 89°36'48" West 1,777.42 feet to the point of beginning.



**EXHIBIT B**  
**Permitted Exceptions**

1. Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but that could be ascertained by inspection of the Property or that may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting title of the Property that would be disclosed by an accurate and complete land survey of the Property and not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in laws authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Intentionally omitted.
8. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
9. Taxes for the year 2018 are a lien now due and payable in the amount of \$7.26 but will not become delinquent until November 30, 2018 under Parcel No. 03-038-0-0015. Taxes for the year 2017 have been paid in the amount of \$6.77 under Parcel No. 03-038-0-0015. (affects Parcel 1)
10. Taxes for the year 2018 are a lien now due and payable in the amount of \$8.41 but will not become delinquent until November 30, 2018 under Parcel No. 03-038-0-0017. Taxes for the year 2017 have been paid in the amount of \$7.83 under Parcel No. 03-038-0-0017. (affects Parcel 2)
11. Taxes for the year 2018 are a lien now due and payable in the amount of \$7.26 but will not become delinquent until November 30, 2018 under Parcel No. 03-038-0-0016. Taxes for the year 2017 have been paid in the amount of \$6.77 under Parcel No. 03-038-0-0016. (affects Parcel 3)
12. Taxes for the year 2018 are a lien now due and payable in the amount of \$11.62 but will not become delinquent until November 30, 2018 under Parcel No. 03-038-0-0004. Taxes for the year 2017 have been paid in the amount of \$10.82 under Parcel No. 03-038-0-0004. (affects Parcel 4)
13. Taxes for the year 2018 are a lien now due and payable in the amount of \$7.26 but will not become delinquent until November 30, 2018 under Parcel No. 03-038-0-0009. Taxes for the year 2017 have been paid in the amount of \$6.77 under Parcel No. 03-038-0-0009. (affects Parcel 5)
14. Taxes for the year 2018 are a lien now due and payable in the amount of \$7.26 but will not become delinquent until November 30, 2018 under Parcel No. 17-022-0-0001. Taxes for the year 2017 have been paid in the amount of \$6.77 under Parcel No. 17-022-0-0001. (affects Parcel 6)

15. Taxes for the year 2018 are a lien now due and payable in the amount of \$7.26 but will not become delinquent until November 30, 2018 under Parcel No. 17-022-0-0003. Taxes for the year 2017 have been paid in the amount of \$6.77 under Parcel No. 17-022-0-0003. (affects Parcel 7)
16. Taxes for the year 2018 are a lien now due and payable in the amount of \$7.26 but will not become delinquent until November 30, 2018 under Parcel No. 17-022-0-0004. Taxes for the year 2017 have been paid in the amount of \$6.77 under Parcel No. 17-022-0-0004. (affects Parcel 8)
17. Taxes for the year 2018 are a lien now due and payable in the amount of \$7.26 but will not become delinquent until November 30, 2018 under Parcel No. 17-022-0-0005. Taxes for the year 2017 have been paid in the amount of \$6.77 under Parcel No. 17-022-0-0005. (affects Parcel 9)
18. Taxes for the year 2018 are a lien now due and payable in the amount of \$7.26 but will not become delinquent until November 30, 2018 under Parcel No. 17-022-0-0006. Taxes for the year 2017 have been paid in the amount of \$6.77 under Parcel No. 17-022-0-0006. (affects Parcel 10)
19. Taxes for the year 2018 are a lien now due and payable in the amount of \$7.26 but will not become delinquent until November 30, 2018 under Parcel No. 17-022-0-0007. Taxes for the year 2017 have been paid in the amount of \$6.77 under Parcel No. 17-022-0-0007. (affects Parcel 11)
20. Taxes for the year 2018 are a lien now due and payable in the amount of \$7.26 but will not become delinquent until November 30, 2018 under Parcel No. 17-022-0-0008. Taxes for the year 2017 have been paid in the amount of \$6.77 under Parcel No. 17-022-0-0008. (affects Parcel 12)
21. Taxes for the year 2018 are a lien now due and payable in the amount of \$7.26 but will not become delinquent until November 30, 2018 under Parcel No. 17-022-0-0009. Taxes for the year 2017 have been paid in the amount of \$6.77 under Parcel No. 17-022-0-0009. (affects Parcel 13)
22. Taxes for the year 2018 are a lien now due and payable in the amount of \$22.36 but will not become delinquent until November 30, 2018 under Parcel No. 03-047-0-0006. Taxes for the year 2017 have been paid in the amount of \$20.84 under Parcel No. 03-047-0-0006. (affects Parcel 14)
23. Taxes for the year 2018 are a lien now due and payable in the amount of \$30.20 but will not become delinquent until November 30, 2018 under Parcel No. 03-047-0-0005. Taxes for the year 2017 have been paid in the amount of \$28.14 under Parcel No. 03-047-0-0005. (affects Parcel 15)
24. Taxes for the year 2018 are a lien now due and payable in the amount of \$20.82 but will not become delinquent until November 30, 2018 under Parcel No. 03-047-0-0007. Taxes for the year 2017 have been paid in the amount of \$19.40 under Parcel No. 03-047-0-0007. (affects Parcel 16)
25. 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 4, 2008 as Entry No. 313358. (affects Parcels 4, 5, 14, 15 and 16)
26. 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 December 15, 2009 as Entry No. 336128. (affects Parcels 1, 2, 3, 6, 7, 8, 9, 10, 11, 12 and 13)
27. Property lies within the boundaries of the Tooele Mosquito District, Tooele County Hospital Special Service District, North Tooele County Fire Protection Service District and Tooele County Landfill and is subject to any and all charges and assessments levied thereunder.
28. Certificate of Creation of the Deseret Peak Special Service District, recorded October 25, 2006 as Entry No. 270431.

Certificate of Creation of the Deseret Peak Special Service District, recorded October 7, 2009 as Entry No. 333122.

29. Claim, right, title or interest to water or water rights whether or not shown by the public records.
30. Notice of Adoption of Community Development Project Area Plan Entitled "Deseret Peak Commercial Community Development Project Area Plan", recorded October 27, 2008 as Entry No. 315680.

Notice of Adoption of Community Development Project Area Plan Entitled "Deseret Peak Commercial Community Development Project Area Plan" and Amended by Resolution on October 21, 2008, recorded October 27, 2008 as Entry No. 315681.

Ordinance No. 2008-20 Adopting the Deseret Peak Commercial Community Development Project Area Plan, recorded November 10, 2008 as Entry No. 316331.

31. Any right of way for ditches and canals constructed by the authority of the United States as reserved in Patent, recorded March 18, 1929 in Book Q Deed Records at Page 468. (affects Parcels 4, 15 and 16)
32. Pole Line 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 property. Said Easement recorded March 16, 1961, as Entry No. 257588, in Book 24, at Page 356. (affects Parcel 14)
33. Easement in favor of Tooele County for a perpetual easement for the construction and maintenance of a culinary waterline, secondary waterline, sanitary sewer force main and any appurtenances thereto and a temporary construction easement to facilitate the construction of said water and sewer lines and incidental purposes, by instrument dated June 11, 1998 and recorded June 12, 1998, as Entry No. 113264, in Book 511, at Page 533. (affects Parcel 16)
34. Easement in favor of Tooele City, a Utah municipal corporation for a perpetual easement for the construction and maintenance of a sanitary sewer interceptor line and a temporary construction easement to facilitate the construction of the sanitary sewer interceptor line and incidental purposes, by instrument dated August 26, 1998 and recorded September 11, 1998, as Entry No. 117941, in Book 526, at Page 867. (affects Parcels 15 and 16)

Water Service Agreement by and between Clegg Livestock Co., Inc., Lazy C Cattle Co., Inc., 7C Livestock Company, Inc., and Joseph Bruce Clegg, Trustee of the Joseph Bruce Clegg Family Trust and Tooele City Corporation, dated October 1, 2012 and recorded November 21, 2012 as Entry No. 377526.

Termination and Mutual Release Agreement by and between Tooele City Corporation and Lazy C Cattle Co., Inc., recorded June 18, 2013 as Entry No. 385695.

35. Right of Way Easement in favor of PacifiCorp, an Oregon corporation, its successors and assigns, to construct, reconstruct, operate, maintain and repair electric transmission and other equipment over, under and across a portion of the subject property. Said Easement recorded May 24, 2006, as Entry No. 260310. (affects Parcels 5, 14 and 16)
36. The right to explore for, remove and dispose of minerals by any means or methods suitable the Union Pacific Railroad company, a Delaware corporation, its successors and assigns, but without entering upon or using the surface of the property described therein, and in such a manner as not to damage the surface of said land or to interfere with the use thereof by the County of Tooele, a political subdivision, their successors or assigns as reserved in Quitclaim Deed recorded June 28, 2006 as Entry No. 262519. (affects Parcel 1)

37. Easements, notes and restrictions as shown on the recorded plat for Miller Motorsports Business Park PUD No. 1, recorded April 14, 2009 as Entry No. 324129.
38. Miller Motorsports Business Park PUD No. 1 Development Agreement by and between Tooele County, Utah, a political subdivision of the State of Utah, Deseret Peak Special Service District and Giza Development LLC/Miller Family Real Estate LLC, dated April 7, 2009 and recorded April 14, 2009 as Entry No. 324130. (affects Parcels 6 through 13)
39. The effect of a recital as set forth in that certain Special Warranty Deed, dated March 31, 2009 and recorded April 8, 2009 as Entry No. 323769. (affects a portion of Parcel 2)
40. The effect of recitals as set forth in that certain Corrective Special Warranty Deed, dated April 13, 2009 and recorded April 13, 2009 as Entry No. 324067. (affects a portion of Parcel 2)
41. Intentionally Deleted.
42. Memorandum of Option to Purchase Real Estate between Miller Family Real Estate, L.L.C., a Utah limited liability company (Owner) and US Real Estate Limited Partnership, a Texas limited partnership (Grantee), dated May 6, 2009 and recorded May 7, 2009 as Entry No. 325561. (affects Parcels 2 and 3)
43. Right of Way and Easement Grant, in favor of UNEV Pipeline, LLC, a Delaware limited liability company, to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes, and other gas transmission and distribution facilities, through and across a portion of the subject property. Said Right of Way and Easement Grant recorded May 20, 2009, as Entry No. 326234. (affects Parcels 6, 7, 11, 14 and 16)
44. Conditional Use Permit, dated March 7, 2012 and recorded March 12, 2012 as Entry No. 366903. (affects Parcels 2, 3, 4, 5, 14, 15 and 16)
45. Water Service Agreement by and between Clegg Livestock Co., Inc., Lazy C Cattle Co., Inc., 7C Livestock Company, Inc., and Joseph Bruce Clegg, Trustee of the Joseph Bruce Clegg Family Trust and Tooele City Corporation, dated October 1, 2012 and recorded November 21, 2012 as Entry No. 377526.  
Termination and Mutual Release Agreement by and between Tooele City Corporation and Lazy C Cattle Co., Inc., recorded June 18, 2013 as Entry No. 385695.
46. 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.
47. Intentionally Deleted.
48. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
49. Terms and conditions contained in Lease dated December 22, 2006 in favor of 7C Livestock Company, Inc., recorded February 5, 2007 as Entry No. 277419.