

WHEN RECORDED MAIL TO
(TAX MAILING ADDRESS):

Grantee
4544 Holladay Blvd
Salt Lake City, UT 84117
MTC File No. 253630

SPECIAL WARRANTY DEED

Anderson Geneva, LLC, a Delaware limited liability company, formerly a Utah limited liability company, and Ice Castle Retirement Fund, LLC, a Delaware limited liability company, formerly a Utah limited liability company, GRANTOR for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, hereby CONVEY(S) and WARRANT(S) against all who claim by, through, or under the grantor to

RRM Ventures, LLC, a Utah limited liability company,

as GRANTEE, the following described real property situated in Utah County, State of Utah, to-wit:

Lot 1, Geneva Park East - Phase Two, according to the plat thereof as recorded in the office of the Utah County Recorder.

Less and exception the following:

A portion of Lot 1, Geneva Park East - Phase Two, according to the official plat thereof as recorded in the office of the Utah County Recorder more particularly described as follows:

A PARCEL OF LAND LOCATED IN NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 17; THENCE S.00°03'06"E. ALONG THE SECTION LINE A DISTANCE OF 52.83 FEET; THENCE WEST A DISTANCE OF 1451.14 FEET TO THE REAL POINT OF BEGINNING; THENCE S.00°33'46"E. A DISTANCE OF 0.78 FEET; THENCE N.89°26'06"E. A DISTANCE OF 12.01 FEET TO A POINT OF CURVATURE OF A 15.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 23.56 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 89°59'49" AND A CHORD THAT BEARS S.45°33'52"E. A DISTANCE OF 21.21 FEET; THENCE S.00°33'57"E. A DISTANCE OF 159.05 FEET TO A POINT OF CURVATURE OF A 799.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 466.87 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 33°28'43" AND A CHORD THAT BEARS S.17°18'19"E. A DISTANCE

OF 460.25 FEET; THENCE S.34°02'40"E. A DISTANCE OF 37.41 FEET; THENCE WEST A DISTANCE OF 1020.20 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF THE UNION PACIFIC RAILROAD; THENCE N.30°04'07"W. A DISTANCE OF 731.57 FEET ALONG SAID RIGHT OF WAY; THENCE N.89°26'03"E. A DISTANCE OF 194.54 FEET TO A POINT OF CURVATURE OF A 48.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 58.01 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 69°14'39" AND A CHORD THAT BEARS N.89°26'03"E. A DISTANCE OF 54.54 FEET; THENCE N.89°26'03"E. A DISTANCE OF 951.14 FEET TO THE POINT OF BEGINNING.

Tax Parcel No. 40-470-0005

Subject to general property taxes for the current year and thereafter.
Subject to easements, conditions, covenants and restrictions of record.

The interest conveyed hereby is subject to paragraph 4 of the Real Estate Purchase Contract Addendum No. 1 which states:

Reservation and Agreement for Light Rail Development.

Buyer agrees to grant, dedicate and sell an easement and right of way, or grant fee title to a portion of the Property to Utah Transit Authority ("UTA"), or its successor, along the Property, for the construction, installation, maintenance, and operation of a future light rail or "Trax" public rail transportation system ("Light Rail Development"). Any such easement or grant of fee title to a portion of the Property will only be granted to the extent that it is reasonably necessary, and will be limited to a maximum of fifty (50) feet along the Property. Upon written request from Seller and UTA, Buyer shall, within one hundred twenty (120) days use its best efforts to enter into a mutually agreeable agreement with UTA to convey the right of way or grant fee title to UTA for its fair market value, as determined by appraisal. If UTA and Buyer are unable to agree on the fair market value, Buyer agrees that it will sell to UTA at the fair market value based on the following method of valuation: (1) Each party shall obtain their own appraisal of the land to be purchased by UTA; (2) If the parties cannot agree on the appraised value of the land to be purchased then they shall instruct their appraisers to either (i) attempt to agree on the appraised value of the land, or (ii) appoint a third appraiser selected by the two appraisers to determine the fair market value of the land; (3) The appraised value determined by the third appraiser shall then be deemed to be the fair market value of the land and Buyer agrees to sell the land at that price; (4) Each party shall pay its own appraiser and shall share equally the cost of the third appraiser; and (5) The appraisers selected by the parties shall have MAI certifications or similar qualifications with experience in valuation of property being sold for such purposes.

Buyer shall, within thirty (30) days of the request therefore by Seller or its assigns, shall execute an acknowledgement or dedicated of the easement or lands as may be

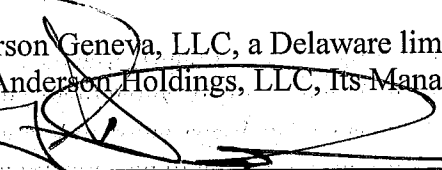
required to give effect to the terms and conditions of the reservation and agreement contained in this Section and to record and memorialize the easement and dedications described herein.

The interest conveyed hereby is also subject to paragraph 5 of the Real Estate Purchase Contract Addendum No. 1, which shall include but not be limited to such time that 400 North becomes a public road:

Cross-Easement Agreements. The Seller has certain interests and approval rights in various properties in the general area that will comprise retail, restaurant, office, commercial and possibly some residential uses. The parties to the REPC recognize the importance of cross easement agreements for various purposes including, without limitation, parking, transportation access, utilities, etc as such cross easements agreements will give greater utility and value to the respective properties owned by Buyer, Seller, and their related companies, their transferees and/or assigns. Buyer agrees to enter into such cross easement and access agreements in the future (both before and after Closing) for the benefit of the owners and occupants of adjoining lands (whether owned by Seller or otherwise) and their respective employees, guests, agents, and invitees. Both before and after Closing, Seller and Buyer shall engage in good faith and commercially reasonable decision making in relation to such approvals, agreements and documents and neither party shall unreasonably withhold or delay approval of such agreements or documents.

In witness whereof, the grantors have executed this instrument this 26 day of July, 2017.

Anderson Geneva, LLC, a Delaware limited liability company
By: Anderson Holdings, LLC, Its Manager


By: 
Gerald D. Anderson, Manager

Ice Castle Retirement Fund, LLC, a Delaware limited liability company
By: Pro Management Utah, LLC, Its Manager

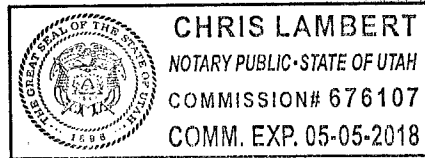
By: 
Glen R. Pettit, Manager

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 26 day of July, 2017 by Gerald D. Anderson the Manager of Anderson Holdings, LLC the Manager of Anderson Geneva, LLC, a Delaware limited liability company, who duly acknowledged to me that it was executed by authority.



Notary Public



STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 26 day of July, 2017 by Glen R. Pettit the Manager of Pro Management Utah, LLC the Manager of Ice Castle Retirement Fund, LLC, a Delaware limited liability company, who duly acknowledged to me that it was executed by authority.



Notary Public

