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9/2/2021 3:11:00 PM \$40.00  
Book - 11233 Pg - 3102-3109  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 8 P.

When Recorded, Mail to:  
Quail Run Development, LLC  
9071 S 1300 W, Ste 100  
West Jordan, UT 84088

Mail Tax Notices to:  
Quail Run Development, LLC  
C/O CW Management Corporation  
9071 S 1300 W, Ste 100  
West Jordan, UT 84088

Tax Parcel Nos. 28-12-101-008 and 28-12-101-016

CT-123309-CAP

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SPECIAL WARRANTY DEED

ARESS CO., L.C., a Utah limited liability company having a mailing address of 3802 E. North Little Cottonwood Road, Sandy, Utah, 84092 (“Grantor”) does hereby CONVEY AND WARRANT against all claiming by, through, or under it to QUAIL RUN DEVELOPMENT LLC, a Utah limited liability company, having a mailing address of 9071 South 1300 West, #100, West Jordan, Utah, 84088 (“Grantee”) for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the following described tract of land in Salt Lake County, State of Utah (the “Property”):

[See Exhibit A attached hereto and by this reference incorporated herein.]

LESS AND EXCEPTING any mineral rights of whatever type, and all water rights, water shares, and any other water interests associated with the Property including, without limitation, Water Right Nos. 57-10350, 57-9000, 57-9012, 57-9030, 57-9062 and 57-9080 and all applications relating thereto.

SUBJECT TO the exceptions set forth on Exhibit B attached hereto and by this reference incorporated herein.

*[Signatures on following pages]*

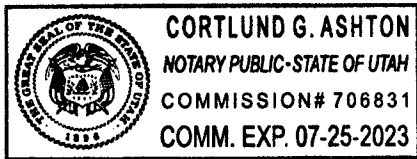


State of Utah )  
 ) ss.  
County of Salt Lake )

The foregoing Special Warranty Deed was acknowledged before me this 2  
day of September, 2021, by **Shane P. Nielsen**, Manager of Aress Co., L.C., a Utah  
limited liability company.

(Seal)   
\_\_\_\_\_

Notary Public



**EXHIBIT "A"**  
**TO**  
**SPECIAL WARRANTY DEED**

**(Legal Description of Property)**

PARCEL 2:

Beginning at a point South 89°53'04" West 1290.82 feet and South 421.09 feet from the North quarter corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian; thence South 38°07'42" East 558.95 feet; thence South 15°23'42" West 222.14 feet; thence North 87°55'18" West 276.83 feet; thence North 78°28'17" West 300.55 feet; thence South 21°01'43" West 310.01 feet to center of Little Cottonwood Creek; thence North 74°35'01" West 114 feet; thence North 28°55'38" East 686.25 feet; thence South 63°46'41" East 58 feet; thence North 22°50'14" East 205 feet; thence North 63°46'41" West 150 feet; thence North 85°41'58" East 177.95 feet to the point of beginning.

PARCEL 3:

Beginning at a point 1528.45 feet North and 1254.35 feet East of the West quarter corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian, said point being on the North fence boundary of Stanley E. Smith; thence North 78°28'17" West, 310.10 feet along the North boundary fence; thence North 21°01'43" East 97.01 feet; thence South 78°28'17" East 300.55 feet; thence South 15°23'42" West, 95.90 feet to the point of beginning.

Tax Id Nos.: 28-12-101-008, 28-12-101-016

**EXHIBIT "B"**  
**TO**  
**SPECIAL WARRANTY DEED**

(Permitted Exceptions)

1. Taxes or assessments which are now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessment on real property or by the Public Records.
2. Any facts, rights, interest, or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession, or claiming to be in possession, thereof.
3. Easements, liens, encumbrances, or claims of easements, liens or encumbrances which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. a) Unpatented mining claims; b) reservations or exceptions in patents or in Acts 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 liens, or right to a lien, for services, labor or materials theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. 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.
8. Taxes for the year 2021 are accruing as a lien not yet due and payable.
9. The herein described Land is located within the boundaries of Cottonwood Heights City, South Salt Lake Valley Mosquito Abatement District, Cottonwood Improvement District, Central Utah Water Conservancy District, Wasatch Waste and Recycle District, and is subject to any and all charges and assessments levied thereunder.
10. 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 in Schedule B. 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.

11. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.
12. The effects, if any, of easements and rights-of-way for existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipelines and power, telephone, sewer, gas or water lines, which may be ascertained by an inspection or survey of the subject Land.
13. Right of Way for Little Cottonwood Creek, and any facilities appurtenant thereto, including but not limited to, water pipelines and ditches, as the same may be found to intersect the herein described Land, together with any rights or asserted rights in and to said Creek or pertaining to the use and maintenance of said Creek. The Company further excepts any adverse claim based on (i) the assertion that some of the boundaries of the herein described Land have been affected by a change in the course of said Creek; (ii) the uncertainty of the boundaries of said Creek; and (iii) the assertion that the Land is subject to water rights, claims or title to water and to any law or governmental regulation pertaining to wetlands.
14. Any easements and/or rights-of-way for the water distribution system and appurtenances of the South Despain Ditch Company and/or parties claiming by, through or under it, as the same may be found to intersect the Land, as disclosed by various instruments of record, including that certain Easement To Use Distribution System recorded December 13, 1963 as Entry No. 1966010 in Book 2133 at Page 253.
15. Any easements and/or rights-of-way for the water distribution system and appurtenances of the Bell Canyon Irrigation Company and/or parties claiming by, through or under it, as the same may be found to intersect the Land, as disclosed by various instruments of record, including that certain Agreement recorded July 21, 2005 as Entry No. 9438726 in Book 9162 at Page 3596.
16. 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 May 31, 1983, as Entry No. 3799390, in Book 5462, at Page 2987.
17. 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 May 31, 1983, as Entry No. 3799391, in Book 5462, at Page 2990.

18. Grant of Easement in favor of Jeffrey C. Schmidt, Victoria Schmidt, Lee R. Bangerter, Anita Bangerter, individually, and Del Roy Bangerter, as Trustee of the Lee R. Bangerter Family Partnership Trust for a non-exclusive easement to and in, over, upon and across said Land and incidental purposes, by instrument dated November 3, 1993 and recorded November 10, 1993, as Entry No. 5653247, in Book 6798, at Page 1971.
19. 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 23, 1993, as Entry No. 5664174, in Book 6808, at Page 655.
20. Easement in favor of U S West Communications, Inc., a Colorado corporation, 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 September 16, 1994, as Entry No. 5923117, in Book 7020, at Page 56.
21. Private rights of way and public utility easements as disclosed by that certain Affidavit, recorded September 27, 2001 as Entry No. 8013945 in Book 8504 at Page 5267.
22. Right of Way and Easement Grant, in favor of Questar Gas Company, a corporation of the State of Utah, 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 October 28, 2002, as Entry No. 8399535, in Book 8672, at Page 6775.
23. Road Access Right-of-Way in favor of ROLA V. LTD, a Utah limited partnership for a perpetual, non-exclusive, right-of-way for the purpose of ingress and egress over and across a private access road known as Granite Vista Drive and Granite Spring Way, as shown on the Dedication Plat for Granite Oaks Subdivision, dated June 18, 2007 and recorded June 19, 2007 as Entry No. 10137239 in Book 9479 at Page 9264.
24. The terms, conditions and easements set forth in that certain Declaration of Easements (Across Granite Oaks Subdivision), recorded March 27, 2008 as Entry No. 10384441 in Book 9587 at Page 1262.

25. Notice of that certain City Maintained Water Supply Tank and Water Main Agreement made and entered into as of March 13, 2007 along with any and all amendments to the Agreement known as Extension Number 51330193, recorded December 18, 2019 as Entry No. 13149815 in Book 10874 at Page 1342.
26. Notwithstanding the covered risks and insuring clauses as set forth in the policy or any assumption there exists a valid and subsisting right-of-way for access over and across an adjoining land for that purpose, the Company does not insure against loss or damage by reason of a lack of access to and from the Land to a dedicated public road, street or highway. (affects Parcels 2 and 3)
27. Apparent gaps along the West and South lines of Parcel 1, and the West line of Parcel 2 with Granite Oaks Subdivision recorded May 16, 2006 as Entry No. 9725616 in Book 2006P at Page 139.
28. 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 April 24, 2013 as Entry No. 11625351, in Book 10130, at Page 7805. (affects Parcel 3 and other land)
29. 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 May 6, 2019 as Entry No. 12982231, in Book 10777, at Page 6546. (affects Parcel 2)
30. Rights of tenant(s) in the Land, if any, and rights of all parties claiming by, through or under said tenant(s).
31. 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.
32. 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.
33. A 10.00 foot wide water line easement and incidental purposes in favor of Shane P. Nielsen Family Limited Partnership, as described in that certain Quit-Claim Deed dated August 20, 1996 and recorded August 21, 1996, as Entry No. 6435621, in Book 7470, at Page 2849.