

WHEN RECORDED MAIL TO:

Koley Jessen P.C.
Attn: Patrick M. Lutz
One Pacific Place, Suite 800
1125 South 103rd Street
Omaha, NE 68124

ENT 115055:2004 PG 1 of 5
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2004 Oct 08 2:11 pm FEE 20.00 BY SDM
RECORDED FOR COMMERCE LAND TITLE

(Space Above For Recorder's Use)

SPECIAL WARRANTY DEED

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, TRAVERSE MOUNTAIN COMMERCIAL INVESTMENTS, LLC, a Utah limited liability company with an address of 3940 N. Traverse Mountain Blvd.; Suite 200, Lehi, Utah, UT 84043 ("**Grantor**"), hereby grants to CABELA'S RETAIL, INC., a Nebraska corporation with an address of One Cabela Drive, Sidney, Nebraska, 69160 ("**Grantee**"), the real property ("**Property**") in the City of Lehi of Utah County ("**County**"), State of Utah, that is described in *Exhibit "A"* hereto, provided that the said Grantor only warrants against the claims of those persons claiming by, through or under Grantor, but not otherwise, and subject to the other reservations and exceptions set forth below.

EXCEPTING AND RESERVING UNTO GRANTOR, its successors and assigns, together with the right to grant and transfer all or a portion of the same, as follows:

A. To the extent not already reserved by prior owners:

1. All oil rights, mineral rights, natural gas rights and rights to all other hydrocarbons by whatsoever name known, to all geothermal heat and to all products derived from any of the foregoing ("**Subsurface Resources**"); and

2. The perpetual right to drill, mine, explore and operate for and to produce, store and remove any of the Subsurface Resources on or from the Property, including the right to whipstock or directionally drill and mine from lands other than the Property, wells, tunnels and shafts into, through or across the subsurface of the Property, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts within or beyond the exterior limits of the Property, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines, but without the right to drill, mine, explore, operate, produce, store or remove any of the Subsurface Resources through or in the surface or the upper five hundred feet (500') of the subsurface of the Property.

B. To the extent not already reserved by prior owners, any and all water, water rights or interests therein appurtenant or relating to the Property or owned or used by Grantor in connection with or with respect to the Property (no matter how acquired by Grantor), whether such water rights shall be riparian, overlying, appropriative, littoral, percolating, prescriptive, adjudicated, statutory or contractual, together with the right and power to explore, drill, redrill, remove and store the same from or in the Property or to divert or otherwise utilize such water, rights or interests on any other property owned or leased by Grantor ("**Water Resources**"); but without, however any right to enter upon the surface of the Property in the exercise of such rights.

C. Grantor, its successors and assigns shall indemnify and defend Grantee, its successors and assigns against any loss which Grantee, its successors and assigns might sustain by reason of damage to improvements constructed on the Property (including buildings, parking lots or any landscaping) resulting from the exercise of any right by Grantor, its successors or assigns with regard to the Subsurface Resources or Water Resources.

SUBJECT TO:

1. **Exceptions.** The exceptions shown in *Exhibit "B"* attached and, in addition, all of the other exceptions described herein.

2. **Taxes and Assessments.** General and special real property taxes and assessments and supplemental assessments, if any, levied or assessed subsequent to the date hereof.

3. **Master Declaration.** That certain Traverse Mountain Commercial Master Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements recorded on October 8, 2004, 2004, as Instrument No. 115054:2004, of Official Records of the County, and any amendments thereto ("**Master Declaration**").

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has executed and delivered this Special Warranty Deed on the dates set forth below, to be effective as of the date of its recordation.

GRANTOR:

TRAVERSE MOUNTAIN COMMERCIAL INVESTMENTS, LLC, a Utah limited liability company

Date: October 6, 2004

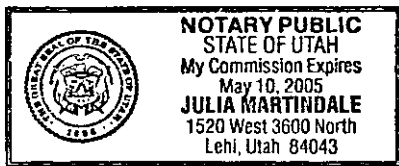
By: [Signature]
Name: JAMES M CHRISTENSEN
Title: MANAGER

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 6 day of October, 2004 by JAMES M. CHRISTENSEN, as the manager of Traverse Mountain Commercial Investments, LLC, a Utah limited liability company.

WITNESS my hand and official seal.

(SEAL)



[Signature]
Notary Public

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

LEGAL DESCRIPTION

**Lots I-12B, I-12B-2 and I-12F2, TRAVERSE MOUNTAIN COMMERCIAL PLAT "A",
according to the official plat thereof on file in the Utah County Recorder's Office.**

Exhibit "B"

SPECIFIC EXCEPTIONS

ENT 115055:2004 PG 5 of 5 |||

Public Utility, Sewer, Storm Drain and T.M. Utility Easements as delineated and/or dedicated on the recorded plat for the purpose of Public Utilities and Incidental Purposes affecting property as shown on recorded plat.

Notes, as shown on the recorded plat for said subdivision.

Utility Access and Utility Easement

Dated: August 8, 2002

Recorded: August 12, 2002

Entry No.: 92225:2002

Grantee: Lehi City, a Utah Municipal Corporation

Purpose: Perpetual right-of-way and easement to install, maintain, repair, inspect, and protect a sanitary sewer line.