

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:

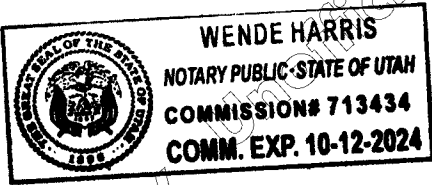
WOHALI PARTNERS LLC,
a Utah limited liability company

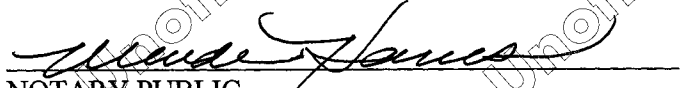


BY: _____
NAME: David Boyden
TITLE: Authorized Manager

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.

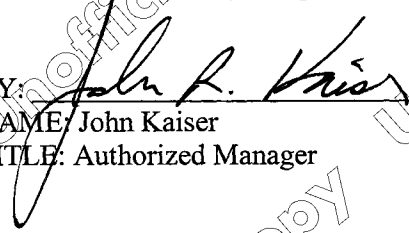




NOTARY PUBLIC

GRANTEE:

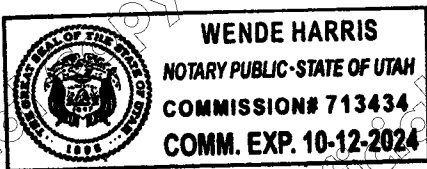
WOHALI LAND ESTATES LLC,
a Utah limited liability company



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.