

Special Warranty Deed Page 1 of 4
Russell Shirts Washington County Recorder
07/07/2020 09:32:30 AM Fee \$40.00 By
SOUTHERN UTAH TITLE COMPANY

When recorded mail deed and tax notice to:
Quality Properties, Inc., a Utah Corporation
1472 East 3950 South
St. George, UT 84790



Order No. 209697 - DJP
Tax I.D. No. SG-5-3-10-123 and SG-5-3-10-122

Space Above This Line for Recorder's Use

SPECIAL WARRANTY DEED

Broken Fence Ranch, LLC, a Utah limited liability company, grantor(s), of St. George, County of Washington, State of Utah, hereby **CONVEY and WARRANT** against all claiming by, through or under Grantor(s) to

Quality Properties, Inc., a Utah Corporation, grantee(s) of St. George, County of Washington, State of Utah, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION the following described tract of land in Washington County, State of Utah:

See Attached Exhibit "A"

See Water Rights Addendum to Land Deeds attached hereto and made a part hereof

TOGETHER WITH all improvements and appurtenances there unto belonging, and being SUBJECT TO easements, rights of way, restrictions, and reservations of record and those enforceable in law and equity.

WITNESS the hand(s) of said grantor(s), this 6 day of July, 2020.

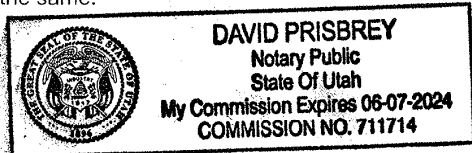
Broken Fence Ranch, LLC, a Utah limited liability company

By: [Signature]
Jerad Wittwer, Manager

By: [Signature]
Heather Wittwer, Manager

STATE OF Utah)
)ss.
COUNTY OF Washington)

On the 6 day of July, 2020, personally appeared before me, Jerad Wittwer, who being by me duly sworn, did say that he/she is the Manager and Heather Wittwer, who being by me duly sworn, did say that he/she is the Manager of Broken Fence Ranch, LLC, a Utah limited liability company, and that said instrument was signed by them in behalf of said limited liability company by authority of statute, its articles of organization or its operating agreement, for the uses and purposes herein mentioned, and said Jerad Wittwer and Heather Wittwer acknowledged to me that said limited liability company executed the same.



[Signature]
NOTARY PUBLIC
My Commission Expires.

Attachment to that certain Special Warranty Deed executed by Broken Fence Ranch, LLC, a Utah limited liability company grantor(s), to Quality Properties, Inc., a Utah Corporation grantee(s).

Order No. 209697
Tax I.D. No. SG-5-3-10-123 and SG-5-3-10-122

EXHIBIT "A"

Parcel 1:
BEGINNING AT THE EAST QUARTER CORNER OF SECTION 10, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 88°42'38" WEST ALONG THE QUARTER SECTION LINE, A DISTANCE OF 597.803 FEET TO THE SOUTHEAST CORNER OF A PARCEL OF GROUND DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED AUGUST 30, 2019 AS DOC. NO. 20190035204 IN THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE NORTH 01°09'59" EAST ALONG THE BOUNDARY OF SAID PARCEL AND LINE EXTENDED, A DISTANCE OF 1019.207 FEET; THENCE NORTH 01°09'55" EAST 489.978 FEET TO THE SOUTHERLY BOUNDARY OF A PARCEL OF GROUND DESCRIBED IN THAT CERTAIN QUIT-CLAIM DEED RECORDED ON SEPTEMBER 01, 2006 AS DOC. NO. 20060040016 IN THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE SOUTH 71°45'32" EAST ALONG THE BOUNDARY OF SAID PARCEL, A DISTANCE OF 26.153 FEET TO THE NORTHWEST CORNER OF A PARCEL OF GROUND DESCRIBED IN THAT CERTAIN WARRANTY DEED, RECORDED FEBRUARY 14, 1995 AS ENTRY NO.00492281, IN BOOK 886 AT PAGE 460 IN THE WASHINGTON COUNTY RECORDER,S OFFICE; THENCE ALONG THE BOUNDARY OF SAID PARCEL, THE FOLLOWING (2) TWO COURSES: (1) SOUTH 01°09'55" WEST 482.355 FEET AND (2) SOUTH 88°42'15" EAST 569.897 FEET TO THE EAST LINE OF SAID SECTION 10; THENCE SOUTH 01°00'10" WEST ALONG THE SECTION LINE, A DISTANCE OF 1019.150 FEET TO THE POINT OF BEGINNING.

Parcel 2:
A right-of-way easement for ingress, egress and utilities over, under and across the following described property, as created by Instrument recorded 5-18-92, as Entry No. 406886, in Book 660, at Page 50;

BEGINNING at a point North 0°25'18" West 1433.97 feet along the Section Line from the East Quarter Corner of Section 10, Township 43 South, Range 15 West, Salt Lake Base and Meridian, and running thence North 0°25'18" West 50.24 feet; thence North 84°48'15" West 492.375 feet; thence North 73°11' West 284.93 feet; thence North 28°12'29" West 32.52 feet to a point on the South Bank of the Washington Field Canal; thence South 58°39' West 50.075 feet along said South Bank of Canal; thence South 28°12'29" East 50.47 feet; thence South 73°11' East 310.715 feet, thence South 84°48'15" East 502.38 feet, to the Point of Beginning.

Initials 

WATER RIGHTS ADDENDUM TO LAND DEEDS

Grantor: Broken Fence Ranch, LLC, a Utah limited liability company
 Grantee: Quality Properties, Inc., a Utah Corporation
 Tax ID Number(s): SG-5-3-10-123 and SG-5-3-10-122


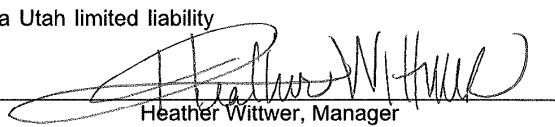
In connection with the conveyance of the above referenced parcel(s), Grantor hereby conveys to Grantee without warranty, except for a warranty of title as to all claiming title by or through Grantor, the following interests in water and/or makes the following disclosures:

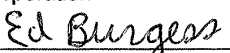
- Check one box only**
- | | | |
|---------------------------------------|---|----------------------|
| 1 <input type="checkbox"/> | All of Grantor's water rights used on Grantor's Parcel(s) are being conveyed. | Proceed to Section A |
| 2 <input type="checkbox"/> | Only a portion of Grantor's water rights are being conveyed. (County Recorder should forward a copy of this form to the Utah Division of Water Rights if Box 1 or 2 above is checked) | B |
| 3 <input checked="" type="checkbox"/> | No water rights are being conveyed. | C |
| 4 <input type="checkbox"/> | Water rights are being conveyed by separate deed. | C |

Section		Important Notes (see other side)
A	The water right(s) being conveyed include Water Right No(s) along with all applications pertaining to the water right(s) listed in this Section A, and all other appurtenant water rights (Proceed to Section C)	N1 N2 N3
B	Only the following water rights are being conveyed: (check all boxes that apply) <input type="checkbox"/> All of Water Rights No(s). <input type="checkbox"/> acre-feet from Water Right No. for: families acres of irrigated land: stock water for Equivalent Livestock Units; and/or for the following other uses <input type="checkbox"/> acre-feet from Water Right No. for: families acres of irrigated land: stock water for Equivalent Livestock Units; and/or for the following other uses Along with all applications pertaining to the water right(s) listed in this Section B. (Proceed to Section C)	N1 N4 N5 N5 N2
C	Disclosures By Grantor: (check all boxes that apply) <input type="checkbox"/> Grantor is endorsing and delivering To Grantee stock certificates for Sharee stock in the following water company: <input type="checkbox"/> Culinary water service is provided by: <input type="checkbox"/> Outdoor water service is provided by: <input checked="" type="checkbox"/> There is no water service available to Grantor's Parcel(s). <input type="checkbox"/> Other water related disclosures:	N6 N7 N8 N9 N10

Attach and sign additional copies of this form if more space is needed.

The undersigned acknowledge sole responsibility for the information contained herein even though they may have been assisted by employees of the Utah Division of Water Rights, real estate professionals, or other professionals, except to the extent that title insurance or a legal opinion concerning such information is obtained.

Grantor's Signature: Broken Fence Ranch, LLC, a Utah limited liability company
 Jerad Wittwer, Manager
 Heather Wittwer, Manager

Grantee's Acknowledgment of Receipt: Quality Properties, Inc., a Utah Corporation
 Ed Burgess, President

Grantee's Address: 1472 East 3950 South, St. George, Utah 84790
 NOTE: GRANTEE MUST KEEP A CURRENT ADDRESS ON FILE WITH THE UTAH DIVISION OF WATER RIGHTS.

NOTES TO WATER RIGHTS ADDENDUM TO LAND DEEDS

Please read the following notes carefully in order to avoid problems and the possible loss of the water rights being conveyed in connection with this transaction.

The mere purchase of a water right does not guarantee: (1) that the water right is in good standing with the Utah Division of Water Rights; (2) that the owner has clear title to the water right; (3) that the Division will recognize the ownership change; or (4) that the Division will approve any proposed changes or extensions regarding the water right. You are encouraged to conduct proper "due diligence" research into any water right before purchasing it.

- N1 Once this Water Rights Addendum has been recorded at the County Recorder's Office, Grantee must prepare a "Report of Water Right Conveyance" or "ROC" (available from the Utah Division of Water Rights) and file it with the Utah Division of Water Rights in order to: (1) have the Division's records updated with current ownership and address information; (2) file any application on these water rights; and (3) receive notifications concerning deadlines and other essential information pertaining to these rights. **Failure to do so PROMPTLY may result in the loss of these water rights.** Help with reviewing the water rights and completing the ROC can be obtained from the Utah Division of Water Rights and/or water professionals, such as attorneys, engineers, surveyors, and title professionals with experience in water rights and water law.
- N2 A water right often has one or more applications on file with the Utah Division of Water Rights that affect that water right, such as change applications, extension requests, and non-use applications. These applications should be transferred with the water right. The Grantee should review the water right applications and other documents on file with the Utah Division of Water Rights.
- N3 Water rights owned by the Grantor and used on Grantor's Parcel may be "appurtenant" to Grantor's Parcel. Not all appurtenant water rights have been assigned a water right number because not all water rights are "of record." If Section A is being completed, this conveyance includes all appurtenant water rights, whether or not they are listed by water right number or are of record. Grantee should investigate each water right listed and determine if there are any water rights that are not of record. If there are water rights not of record, Grantee should seriously consider making them of record by filing the appropriate forms with the Utah Division of Water Rights.
- N4 100% of the water rights listed here are being conveyed to Grantee. A Report of Water Right Conveyance (see N1 above) should be filed on each water right listed here. The Water Rights listed in Section B may not provide sufficient water for all of the historic water uses.
- N5 Less than 100% of the water right listed is being conveyed to Grantee. The exact portion to be conveyed, expressed in terms of the beneficial uses associated with this portion of the water right must be described. This description generally consists of: (1) the number of families for domestic (indoor culinary) uses (generally quantified as 0.45 acre-feet per family for a year-round residence and 0.25 acre-feet per family for a seasonal residence); (2) the number of acres irrigated (this involves issues of "irrigation duty" [the number of acre-feet of water allowed per acre of irrigated land] and "sole supply/supplemental supply" [the amount of water allocated to each water right when more than one right is used on the same land or for the same livestock]; and (3) the number of livestock being watered (expressed in terms of equivalent livestock units or "ECUS" which are quantified at the rate of 0.028 acre-feet per EAU for full-year use. Any other uses being conveyed should be similarly described. Help with evaluating, quantifying, and/or describing the uses can be obtained from the Utah Division of Water Rights and/or water professionals.
- N6 Shares of stock in water companies (including irrigation, canal, and ditch companies) are generally not transferred by deed. Each company has procedures for transferring ownership. The company should be contacted to ascertain the appropriate procedures to follow. The most common procedure is for the Grantor to endorse and deliver the stock certificate to the Grantee, who then presents that certificate to company for issuance of a new certificate in the Grantee's name. If another procedure is to be followed, that should be noted on the "Other water related disclosures" line in Section C of this form. Each company also defines how much water is associated with a particular share and what fees and assessments are charged. The Grantee should contact the company about all such issues.
- N7 If culinary water service is currently being provided to the Grantor's Parcel by a municipality, a water district, or a water company, that entity should be listed here and the Grantee should contact that entity to ascertain what is required to continue receiving such service.
- N8 If outdoor/secondary/irrigation water service is currently being provided to the Grantor's Parcel by a municipality, a water district, or a water company, that entity should be listed here and the Grantee should contact that entity to ascertain what is required to continue receiving such service.
- N9 If this box is checked, the Grantee should investigate what water IF ANY is available for use on the Grantor's Parcel.
- N10 This space should be used for any other information that the Grantor has which is relevant to water issues associated with the Grantor's Parcel.

The Utah Division of Water Rights (often referred to as the State Engineer's Office) is located at 1594 W. North Temple, Suite 220, PO Box 146300, Salt Lake City, Utah 84114-6300 Telephone: 801-553-7240 Web Address: www.waterrights.utah.gov