

ENT 47575:2024 PG 1 of 8
ANDREA ALLEN
UTAH COUNTY RECORDER
2024 Jul 17 02:39 PM FEE 40.00 BY AC
RECORDED FOR Cottonwood Title Insurance
ELECTRONICALLY RECORDED

WHEN RECORDED, MAIL TO
AND SEND TAX NOTICES TO:
Meritage Homes Corporation
18655 North Claret Drive, Suite 400
Scottsdale, Arizona 85255
Attention: Regional Counsel
Tax Parcel/Serial Nos. 59-045-0120
and a portion of 59-046-0028

SPECIAL WARRANTY DEED

EMH DEVELOPMENT, LLC, a Delaware limited liability company, whose address is 1754 E Cedar Trails Way, Eagle Mountain, Utah 84005 and ZJT MANAGEMENT LLC, whose address is 1754 E Cedar Trails Way, Eagle Mountain, Utah 84005, Grantor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt whereof is hereby acknowledged, CONVEYS AND WARRANTS against all who claim by, through, or under Grantor, to MERITAGE HOMES OF UTAH, INC., an Arizona corporation, whose address is 8800 East Raintree Drive, Suite 300, Scottsdale, Arizona, Grantee, the following described real property, situated in Utah County and State of Utah, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

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

TOGETHER WITH all improvements thereon and all rights, appurtenances, hereditaments thereunto belonging or in anywise appertaining.

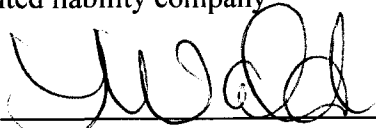
SUBJECT, HOWEVER, to those taxes, assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants and conditions, obligations, liabilities and other matters as set forth on Exhibit B attached hereto and incorporated by this reference.

Dated as of the 15 day of July, 2024.

SIGNATURE PAGES FOLLOW.

GRANTOR:

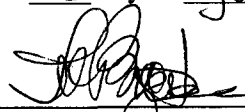
EMH DEVELOPMENT, LLC, a Delaware limited liability company

By: 
Name: Tiffany Walden
Its: Manager

STATE OF Florida
COUNTY OF Brevard

Personally appeared before me, Tiffany Walden, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he or she is the within named bargainer.

WITNESS my hand, at office, this 15 day of July, 2024.


Notary Public Fatima Donahoe
My Commission Expires: 3/8/28

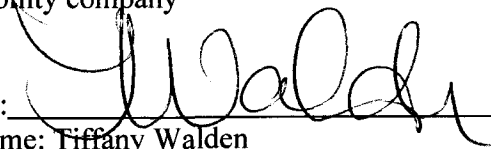
[seal]



FATIMA DONAHOE
Commission # HH 509667
Expires March 28, 2028

GRANTOR:

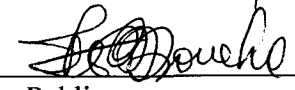
ZJT MANAGEMENT LLC, a Utah limited liability company

By: 
Name: Tiffany Walden
Its: Manager

STATE OF Florida
COUNTY OF Brevard

Personally appeared before me, Tiffany Walden, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he or she is the within named bargainer.

WITNESS my hand, at office, this 15 day of July, 2024.


Notary Public
My Commission Expires: 3/8/28



FATIMA DONAHOE
Commission # HH 509567
Expires March 28, 2028

[seal]

EXHIBIT A TO SPECIAL WARRANTY DEED**Legal Description**

Harmony plats 12, 15 and 16 metes and bounds legal description.

Beginning at a point located South 00°27'29" West 2200.14 feet along Section line from the Northwest quarter corner of Section 13, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence South 89°59'23" East, a distance of 60.44 feet; thence along the arc of a 15.00 foot radius curve to the right through a central angle of 90°00'00" for 23.56 feet (chord bears South 44°59'23" East 21.21 feet); thence along a line non-tangent to said curve, South 89°59'24" East, a distance of 51.00 feet; thence South 00°00'37" West, a distance of 298.93 feet; thence along the arc of a 15.00 foot radius curve to the left through a central angle of 90°00'37" for 23.56 feet (chord bears South 44°59'41" East 21.22 feet); thence East, a distance of 366.00 feet; thence South 00°00'37" West, a distance of 772.13 feet; thence South 89°59'23" East, a distance of 34.00 feet; thence South 00°00'37" West, a distance of 134.50 feet; thence North 89°59'23" West, a distance of 549.64 feet; thence along the arc of a 4,088.00 foot radius curve to the right through a central angle of 01°43'43" for 123.33 feet (chord bears North 89°07'32" West 123.32 feet); thence along the arc of a 15.00 foot radius curve to the right through a central angle of 88°16'18" for 23.11 feet (chord bears North 44°07'32" West 20.89 feet); thence along a line non-tangent to said curve, South 88°25'52" West, a distance of 11.50 feet; thence North 81°16'33" West, a distance of 28.33 feet; thence South 86°24'39" West, a distance of 11.52 feet; thence along the arc of a 15.00 foot radius curve to the right through a central angle of 92°52'07" for 24.31 feet (chord bears South 46°26'41" West 21.74 feet); thence along the arc of a 4,088.00 foot radius curve to the right through a central angle of 10°34'30" for 754.52 feet (chord bears North 81°50'00" West 753.45 feet); thence along a line non-tangent to said curve, North 68°22'51" West, a distance of 66.83 feet; thence along the arc of a 94.00 foot radius curve to the right through a central angle of 77°08'40" for 126.56 feet (chord bears North 29°48'31" West 117.22 feet); thence along a line non-tangent to said curve, North 06°32'53" East, a distance of 55.81 feet; thence North 16°20'33" East, a distance of 646.69 feet; thence along the arc of a 1,020.00 foot radius curve to the left through a central angle of 17°24'04" for 309.78 feet (chord bears North 07°38'31" East 308.59 feet); thence along the arc of a 15.00 foot radius curve to the right through a central angle of 91°04'07" for 23.84 feet (chord bears North 44°28'33" East 21.41 feet); thence South 89°59'23" East, a distance of 82.31 feet; thence along the arc of a 15.00 foot radius curve to the right through a central angle of 90°00'00" for 23.56 feet (chord bears South 44°59'23" East 21.21 feet); thence along a line non-tangent to said curve, South 89°59'24" East, a distance of 51.00 feet; thence along the arc of a 15.00 foot radius curve to the right through a central angle of 90°00'00" for 23.56 feet (chord bears North 45°00'37" East 21.21 feet); thence South 89°59'23" East, a distance of 190.00 feet; thence along the arc of a 15.00 foot radius curve to the right through a central angle of 90°00'00" for 23.56 feet (chord bears South 44°59'23" East 21.21 feet); thence along a line non-tangent to said curve, South 89°59'24" East, a distance of 51.00 feet; thence along the arc of a 15.00 foot radius curve to the right through a central angle of 90°00'00" for 23.56 feet (chord bears North 45°00'37" East 21.21 feet); thence South 89°59'23" East, a distance of 188.50 feet; thence along the arc of a 15.00 foot radius curve to the right through a central angle of 90°00'00" for 23.56 feet (chord bears South 44°59'23" East 21.21 feet); thence along a line non-tangent to said curve, South 89°59'24" East, a distance of 51.00 feet; thence along the arc of a 15.00 foot radius curve to the right through a

central angle of $90^{\circ}00'00''$ for 23.56 feet (chord bears North $45^{\circ}00'37''$ East 21.21 feet); thence South $89^{\circ}59'23''$ East, a distance of 131.06 feet to the POINT OF BEGINNING.

EXHIBIT B TO SPECIAL WARRANTY DEED

Permitted Exceptions

1. Intentionally deleted by Title Company.
2. Intentionally deleted by Title Company.
3. Intentionally deleted by Title Company.
4. Intentionally deleted by Title Company.
5. Intentionally deleted by Title Company.
6. Intentionally deleted by Title Company.
7. Intentionally deleted by Title Company.
8. Intentionally deleted by Title Company.
9. Taxes for the year 2024 are accruing as a lien not yet due and payable under Parcel No. 59-045-0120. (covers this and other land)

Taxes for the year 2024 are accruing as a lien not yet due and payable under Parcel No. 59-046-0028. (covers this and other land)
10. The herein described Land is located within the boundaries of Unified Fire Service Area, North Utah Valley Animal Shelter Special Service District, Wasatch Behavioral Health Special Service District, Central Utah Water Conservancy, Timpanogos Special Service District, Eagle Mountain City, Alpine School District, and is subject to any and all charges and assessments levied thereunder.

NOTE: None due and payable at Date of Policy.
11. 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.
12. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.
13. Easement in favor of Utah Power and Light Company to construct, reconstruct, operate, maintain and repair electric transmission and other equipment and incidental purposes, over, under and across a portion of the subject Land. Said Easement recorded July 5, 1963, as Entry No. 8946, in Book 942, at Page 639.

Quitclaim Deed and Assignment recorded June 22, 2012 as Entry No. 51877:2012.
14. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided for in that certain Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association recorded October 29, 2009 as Entry No. 113261:2009, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant,

condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.

Amendment to the Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association recorded December 13, 2010 as Entry No. 108314:2010.

Second Amendment to Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association, Inc. recorded May 25, 2018 as Entry No. 49096:2018.

Third Amendment to Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association, Inc. recorded June 14, 2019 as Entry No. 54420:2019.

Fourth Amendment to Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association, Inc. recorded September 17, 2019 as Entry No. 92248:2019.

Fifth Amendment to Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association, Inc. recorded November 8, 2019 as Entry No. 117084:2019.

Sixth Amendment to Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association, Inc. recorded July 30, 2021 as Entry No. 133535:2021.

Seventh Amendment to Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association, Inc. recorded August 23, 2021 as Entry No. 146829:2021.

Eighth Amendment to Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association, Inc. recorded December 17, 2021 as Entry No. 209239:2021.

Ninth Amendment to Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association, Inc. recorded September 27, 2023 as Entry No. 64076:2023.

15. Notice of Reinvestment Fee Covenant in favor of Eagle Mountain Properties Communities Master Association, recorded May 20, 2010 as Entry No. 41553:2010.
16. Communications Easement Agreement recorded August 15, 2018 as Entry No. 77533:2018.
17. Development Agreement by and between Eagle Mountain City, Utah, a Utah municipal corporation and Eagle Mountain Properties, LLC, a Utah limited liability company recorded September 27, 2018 as Entry No. 93083:2018.
18. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided for in that certain Declaration of Covenants, Conditions, and Restrictions for Harmony Homeowners Association, Inc. recorded September 27, 2018 as Entry No. 93086:2018, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.

First Amendment to Declaration of Covenants, Conditions, and Restrictions for Harmony Homeowners Association, Inc. recorded April 12, 2019 as Entry No. 30671:2019.
19. 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 October 22, 2021 as Entry No. 180014:2021.

20. Intentionally deleted by Title Company.
21. Intentionally deleted by Title Company.
22. Intentionally deleted by Title Company.
23. Intentionally deleted by Title Company.
24. The following matters disclosed on that certain survey prepared by Aztec Engineering, dated April 26, 2024, by Aaron D. Thomas, a Professional Land Surveyor holding License No. 6418780:
 - a. Existing sanitary sewer lines and manholes, gas lines, and storm drain lines and boxes located on and across the Land without recorded easements