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6/15/2020 4:00:00 PM \$40.00
Book - 10961 Pg - 4937-4944
RASHELLE HOBBS
Recorder, Salt Lake County, UT
OLD REPUBLIC TITLE DRAPER/OREM
BY: eCASH, DEPUTY - EF 8 P.

**RECORDING REQUESTED BY
WHEN RECORDED MAIL TO
AND SENT TAX NOTICES TO:**

NSL FIFTY, LLC
DMKIMBALL, LLC
c/o Kimball Investments
1000 South Main Street, Suite 104
Salt Lake City, Utah 84101
Attn: Ryan Kimball

(Tax Identification Nos: 26-24-301-003 & 26-24-301-005)

19388497A

SPECIAL WARRANTY DEED

VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company, with its principal office at 11248 Kestrel Rise Road, Suite 201, South Jordan, Utah 84009 (“Grantor”), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby **CONVEY and WARRANT** against all who claim by, through, or under the Grantor to **DMKIMBALL, LLC**, a Utah limited liability company, as to an undivided 50% interest as a tenant in common, and to **NSL FIFTY, LLC**, a Utah limited liability company, as to an undivided 50% interest as a tenant in common (collectively “**Grantee**”), with its principal office at c/o Kimball Investments, 1000 South Main Street, Suite 104, Salt Lake City, Utah 84101, certain land being more particularly described in Exhibit A attached hereto and incorporated herein by reference (the “**Land**”), together with (i) all improvements, if any, located thereon, (ii) any and all rights, privileges and easements appurtenant to the Land, and (iii) all right, title and interest of Grantor (if any) in, to and under adjoining streets, rights of way and easements, **SUBJECT TO** all reservations contained in this Deed and all encumbrances identified on Exhibit B attached hereto and incorporated herein by reference, all building codes and other applicable laws, ordinances and governmental regulations affecting the Land and all other matters reasonably identifiable from an inspection or survey of the Land.

Grantor hereby retains and reserves (i) all oil, gas and minerals under or appurtenant to the Land, together with all rights to use or extract the same, except that Grantor shall not have the right to enter upon or disturb the first 500 feet below the surface of the Land to use or extract the same, nor shall the Grantor have the right to use the surface of the Land in connection with the rights reserved herein.

Grantor and Grantee agree that the provisions of Paragraph 10 of Exhibit B to that certain Deed dated October 16, 2002 from Kennecott Utah Copper Corporation, as grantor, to OM Enterprises Company, as grantee, recorded in the Official Records of Salt Lake County as Instrument No. 8442505, including, without limitation, the “Well Prohibition Covenant” [which prohibits drilling of water wells on the land] and the “Subsequent Transfer Covenant” [which requires that the Well Prohibition Covenant be inserted in all future deeds for such land] (as such terms are defined in such Paragraph 10), are hereby incorporated into this Deed and shall be binding on Grantee, its successors and assigns.

Grantor reserves the exclusive right to construct and operate, and to authorize the construction and operation, of commercial cellular, microwave and other wireless communication towers, antennas and related facilities (“Commercial Wireless Facilities”) within the Daybreak master planned community, as legally described in that certain Community Charter for Daybreak recorded on February 27, 2004 as

Entry No. 8989518 in Book 88950 at Page 7784 in the official records of the Salt Lake County Recorder, Utah, as amended and supplemented from time to time, and that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Daybreak Village recorded on December 30, 2005, as Entry No. 9598233, in Book 9237, beginning at Page 5395 of the official records of the Salt Lake County Recorder, as amended and supplemented from time to time. Accordingly, Grantee agrees that the Land shall not be used for the construction or operation of Commercial Wireless Facilities; provided that nothing herein shall exclude Grantee's constructions, operation, and use of facilities for its own purposes. Such restriction shall run with the Land for the benefit of Grantor and its successors and assigns operating Commercial Wireless Facilities within Daybreak.

[Signatures on Following Page]

[Daybreak Business Park – South Site – SWD – Grantor Signature Page]

IN WITNESS WHEREOF, Grantor has caused its duly authorized representative to execute this instrument as of the date hereinafter written.

DATED: June 15, 2020

GRANTOR:

VP DAYBREAK OPERATIONS LLC,
a Delaware limited liability company

By: DAYBREAK COMMUNITIES LLC,
a Delaware limited liability company

Its: Project Manager

By:

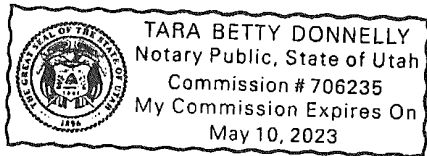
Ty McCutcheon, President & CEO

ACKNOWLEDGMENT

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On June 15, 2020, personally appeared before me, a Notary Public, Ty McCutcheon, the President & CEO of DAYBREAK COMMUNITIES LLC, a Delaware limited liability company the Project Manager of VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument on behalf of VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company.

WITNESS my hand and official Seal.



Tara Betty Donnelly
Notary Public in and for said State

My commission expires: 6-10-23

[SEAL]

**EXHIBIT A
TO SPECIAL WARRANTY DEED**

Legal Description

Lots C-101, C-102, C-103, C-104, and C-105, DAYBREAK VILLAGE 7A PLAT 3
SUBDIVISION Amending Lot WTC2 of The Kennecott Daybreak Master Subdivision #1
Amended and Lot Z108 of The VP Daybreak Operations-Investments Plat I and Lot P-126 of
The Daybreak Lake Avenue from Mountain View Corridor to 6000 West Subdivision, recorded
May 18, 2020 as Entry No. 13272988 in Book 2020P of Plats at Page 118, on file and of record
in the office of the Salt Lake County Recorder, State of Utah.

**EXHIBIT A
TO SPECIAL WARRANTY DEED**

Permitted Exceptions

The following exceptions as set forth in the Pro Forma Owner's Policy V3, File No. 1938849FA:

1. This Exception is intentionally deleted.
2. This Exception is intentionally deleted.
3. This Exception is intentionally deleted.
4. This Exception is intentionally deleted.
5. This Exception is intentionally deleted.
6. This Exception is intentionally deleted.
7. This Exception is intentionally deleted.
8. This Exception is intentionally deleted.
9. Non-delinquent property taxes for the current year; none due and payable and no assessments are levied or pending. Parent Tax ID No(s): 26-24-301-003 and 26-24-301-005

New Tax ID No(s): TBD

10. Subject property is included within the boundaries of Tax District **38** and is subject to the charges and assessments thereof. None due and payable; no assessments are levied or pending.
11. Water rights, or claims or title to water.
12. 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, and/or 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.
13. Charges and/or assessments that may be levied by Daybreak Community Association and the Community Enhancement Fund. Charges may include transfer or refinance fees and monthly or yearly fees. None due and payable; no assessments are levied or pending.
14. Easements, notes, restrictions, land use and building design criteria as shown on the recorded plat of Kennecott Master Subdivision #1 recorded October 04, 2002, as Entry No. 8376820 in Book 2002P of Plats at Page 273.

As portions of the hereinabove mentioned plat was amended by that certain Amended Lots B2, B3, OS2, T4, V4, V7 & WTC2, Kennecott Master Subdivision #1 subdivision plat recorded September 19, 2003 as Entry No. 8824749 in Book 2003P of Plats at Page 303.

15. Easements, reservations and covenants, including but not limited to monitoring well easements, extraction well easements, transmission line easements, pipeline easements, telecommunications line easements, leases, Drilling prohibition, well prohibition covenant and subsequent transfer covenant, as contained in that certain Second Amended and Restated Deed from Kennecott Utah Copper Corporation, a Delaware corporation, as grantor, to OM Enterprises Company, a Utah corporation, as grantee, recorded on December 02, 2002 as Entry No. 8442505 in Book 8695, at Page 7730 of Official Records, and as amended and restated in that Monitoring and Extraction Well Easement Agreement (Existing Facilities) recorded February 19, 2016 as Entry No. 12225295 in Book 10404 at Page 2137 of Official Records, as amended by that certain Monitoring and Extraction Well Easement Agreement (Additional Facilities) recorded July 18, 2016 as Entry No. 12322166 in Book 10453 at Page 2885 of Official Records.

And all subsequent deeds wherein the grantee agreed that provisions of Paragraph 10 of Exhibit B to the hereinabove referenced instruments, including, without limitation, the "Well Prohibition Covenant" and the "Subsequent Transfer Covenant" as incorporated into said instruments and which shall be binding on the grantee, its successors and assigns.

16. Any covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions contained within those certain Master Development Agreement for the Kennecott Master Subdivision #1 Project recorded March 26, 2003 as Entry No. 8581557 in Book 8762 at Page 7103 of Official Records, and any amendments thereto, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenant, condition or restriction violates 42 USC 3604(c).

A Limited Assignment of Rights and Obligations Under Development Agreement executed February 27, 2004 by and between OM Enterprises Company, a Utah corporation (Assignor) and Kennecott Land Residential Development Company, a Delaware corporation (Assignee) recorded March 02, 2004 as Entry No. 8993417 in Book 8953 at Page 695 of Official Records.

Ordinance No. 2007-04 Amending Section 17.72.020, of the South Jordan Municipal Code, Changing the Text on Land Use Designations in the Planned Community (P-C) Zone; and Amending the Master Development Agreement for the Kennecott Subdivision 1 Project and Amending the P-C Zone Plan Land Use Table - Also Known as the South Jordan Daybreak Planned Community recorded November 13, 2007 as Entry No. 10273003 in Book 9536 at Page 2921 of Official Records.

An Agreement Regarding Daybreak Development Amending the Master Development Agreement for the Kennecott Master Subdivision #1 Project and Amending the P-C Zone Plan Land Use Table recorded November 19, 2007 as Entry No. 10279353 in Book 9539 at Page 111 of Official Records.

An Amendment No. 2 to the P-C Zone Plan Use Table (Amending the P-C Zone Plan, the Community Structure Plan, and Kennecott Master Subdivision #1) recorded December 15, 2008 as Entry No. 10578910 in Book 9665 at Page 949 of Official Records.

Agreement Allocating Rights and Obligations under Master Development Agreement recorded July 18, 2016 as Entry No. 12322169 in Book 10453 at Page 3097 of Official Records.

Assignment of Master Development Agreement and Entitlements recorded July 18, 2016 as Entry No. 12322170 in Book 10453 at Page 3453 of Official Records.

Agreement Relating to Master Development Agreement recorded July 18, 2016 as Entry No. 12322171 in Book 10453 at Page 3524 of Official Records.

Agreement Regarding Daybreak Development Amending the Master Development Agreement for the Kennecott Master Subdivision #1 Project recorded April 26, 2019 as Entry No. 12975989 in Book 10774 at Page 2678, of the Official Records.

17. A Covenant for Community for Daybreak executed February 25, 2004 by Kennecott Land Company, a Delaware corporation being recorded February 27, 2004 as Entry No. 8989517 in Book 8950 at Page 7722 of Official Records.

Notice of Reinvestment Fee Covenant (Daybreak Master Planned Community) recorded May 28, 2010 as Entry No. 10962126 in Book 9829 at Page 6115 of Official Records.

Assignment and Assumption of Covenant for Community for Daybreak recorded July 18, 2016 as Entry No. 12322172 in Book 10453 at Page 3602 of Official Records.

Assignment and Assumption of Founder's Rights under Covenant for Community for Daybreak recorded December 20, 2016 as Entry No. 12438473 in Book 10513 at Page 2239 of Official Records.

18. This Exception is intentionally deleted.

19. The terms and provisions contained in the document entitled "Declaration of Certain Exclusive Rights" by Kennecott Land Residential Development Company and OM Enterprises Company recorded May 25, 2010 as Entry No. 10959255 in Book 9828 at Page 2877 of the Official Records.

20. (Affects Lots C-101 and C-103)

Access is limited to those openings permitted by the State of Utah as evidenced by that certain Warranty Deed (Controlled Access) recorded July 26, 2010 as , Entry No. 10997051 in Book 9843 at Page 3317 of Official Records.

Memorandum of Assignment of Rights Relating to UDOT Right of Way recorded December 20, 2015 as Entry No. 12438364 in Book 10513 at Page 1403 of Official Records.

21. (Affects Lots C-101 and C-103)

The terms, provisions and easements contained in document entitled "Access Easement Agreement" recorded July 29, 2013 as Entry No. 11693064 in Book 10163 at Page 4628 of Official Records.

Amendment to Access Easement Agreement recorded October 30, 2015 as Entry No. 12161412 in Book 10375 at Page 2522 of Official Records.

22. Reservations contained in that certain Special Warranty Deed by and between Kennecott Land Company, a Delaware corporation and VP Daybreak Holdings LLC, a Delaware limited liability company recorded on July 18, 2016 as Entry No. 12322167 in Book 10453 at Page 2960 of Official Records.
23. Waiver of Surface Rights Agreement recorded on July 18, 2016 as Entry No. 12322168 in Book 10453 at Page 3027 of Official Records.
24. This Exception is intentionally deleted.
25. This Exception is intentionally deleted.
26. This Exception is intentionally deleted.
27. (Affects Lot C-103)
Easements for sewer pipelines and incidental purposes, as granted to South Valley Sewer District, a body politic of the State of Utah, recorded October 30, 2015 as Entry No. 12161411 in Book 10375 at Page 2518 of the Official Records.
28. Notice of Proposed Assessment for Daybreak Assessment Area No. 1, recorded January 22, 2016 as Entry No. 12209880 in Book 10397 at Page 4069 of Official Records.

Notice of Assessment Interest, recorded January 22, 2016 as Entry No. 12209881 in Book 10397 at Page 4099 of Official Records.

Ordinance No. 2015-17 confirming the assessment list and levying an assessment against certain properties in the Daybreak Assessment Area No. 1 recorded May 9, 2016 as Entry No. 12275174 in Book 10429 at Page 706 of Official Records.

Partial Release and an Amended and Restated Ordinance No. 2018-16 confirming the assessment list and levying an assessment against certain properties in the Daybreak Assessment Area No. 1 recorded January 16, 2019 as Entry No. 12919940 in Book 10746 at Page 1788, of the Official Records.

Certificate of City Chief Financial Officer Amending Assessment List recorded February 13, 2020 as Entry No. 13193361 in Book 10896 at Page 2564 of the Official Records.

None due and payable.
29. Subject to Easements, Restrictions, Notes, Setbacks, and Conditions of Approval as shown on the Recorded Plat of said DAYBREAK VILLAGE 7A PLAT 3 SUBDIVISION recorded May 18, 2020 as Entry No. 13272988 in Book 2020p of Plats at Page 118.
30. This Exception is intentionally deleted.