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Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 7 P.

WHEN RECORDED, PLEASE RETURN TO:

First American Title Insurance Company
777 S. Figueroa Street, Suite 400
Los Angeles, California 90017
Attn: Valerie Curry

Tax Parcel Nos. 14-22-352-031-0000

(Space above for Recorder's Use Only)

SPECIAL WARRANTY DEED

ARCML06 LLC, a Delaware limited liability company ("Grantor"), with an address of c/o American Residential Communities, LLC, 4643 South Ulster Street, Suite 400, Denver, CO 80237, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid in hand to Grantor by WESTERN MOBILE ESTATES MH COMMUNITY, LLC, a Delaware limited liability company ("Grantee") with an address of 31200 Northwestern Highway, Farmington Hills, Michigan 48334, the receipt and sufficiency of which is hereby acknowledged, has CONVEYED and WARRANTED and by these presents does CONVEY and WARRANT unto Grantee all of Grantor's right, title and interest in and to that certain parcel of land located in Salt Lake County, Utah and legally described in Exhibit A attached hereto and incorporated herein by this reference, together with all buildings, improvements and fixtures located thereon and owned by Grantor as of the date hereof and all rights, privileges and appurtenances pertaining thereto including all of Grantor's right, title and interest in and to all rights-of-way, open or proposed streets, alleys, easements, strips or gores of land adjacent thereto (herein collectively called the "Real Property").

This conveyance is made by Grantor and accepted by Grantee subject to all covenants, conditions, restrictions, and other matters listed on Exhibit B attached hereto and incorporated herein by this reference (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Real Property together with all improvements located thereon all and singular the rights and appurtenances thereto in anywise belonging, subject to the Permitted Exceptions, unto Grantee, its legal representatives, successors and assigns, and Grantor does hereby bind itself, its legal representatives, successors and assigns, to WARRANT and FOREVER DEFEND all and singular the Real Property unto the Grantee, its legal representatives, successors and assigns, against Grantor and every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject to the Permitted Exceptions.

If any term or provision of this Deed or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Deed or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Deed shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, this Deed has been executed by Grantor as of the 4th day of April, 2013 to be effective as of the 4th day of April, 2013.

GRANTOR:

ARCML06 LLC, a Delaware limited liability company

By: 
Orrin Shifrin, Secretary

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me, Gina Gamal, this 4th day of April, 2013 by Orrin Shifrin, the Secretary of ARCML06 LLC, a Delaware limited liability company.

(Seal)




Notary Public
My Commission Expires:

Exhibit "A"

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF WEST VALLEY CITY, COUNTY OF SALT LAKE, STATE OF UTAH,
DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF 7200 WEST STREET 280.50 FEET NORTH 00°08'06" WEST FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 00° 08' 06" WEST 100.08 FEET; THENCE NORTH 89°51'45" EAST 140.67 FEET; THENCE NORTH 00°08'06" WEST 60.00 FEET; THENCE SOUTH 89°51'54" WEST 140.67 FEET TO SAID CENTERLINE OF 7200 WEST STREET; THENCE ALONG SAID CENTERLINE NORTH 00°08'06" WEST 4.32 FEET; THENCE NORTH 89°51'54" EAST 140.08 FEET; THENCE NORTH 00°08'06" WEST 55.68 FEET; THENCE NORTH 89°51'54" EAST 0.59 FEET; THENCE NORTH 00°08'06" WEST 60.00 FEET; THENCE SOUTH 89°51'54" WEST 140.67 FEET TO THE CENTERLINE OF SAID STREET; THENCE ALONG SAID CENTERLINE NORTH 00°08'06" WEST 3.46 FEET TO THE PROJECTION OF AN EXISTING CHAIN-LINK FENCE; THENCE ALONG SAID FENCE AND THE PROJECTION THEREOF SOUTH 89°20'13" EAST 140.09 FEET TO AN EXISTING WOOD FENCE; THENCE ALONG SAID FENCE NORTH 00°08'06" WEST 92.49 FEET TO AN EXISTING CHAIN-LINK FENCE; THENCE ALONG SAID FENCE SOUTH 89°51'54" WEST 140.08 FEET TO THE CENTERLINE OF SAID STREET; THENCE ALONG SAID CENTERLINE NORTH 00°08'06" WEST 238.63 FEET TO THE SOUTHERLY LINE OF THE RITER CANAL PROPERTY; THENCE ALONG SAID SOUTHERLY LINE NORTH 89°00'00" EAST 834.15 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE NORTH 65°30'00" EAST 545.50 FEET TO AN EXISTING FENCE LINE; THENCE ALONG SAID FENCE LINE SOUTH 00°36'35" WEST 95.61 FEET TO THE NORTHERLY LINE OF THE KOPPER VIEW MOBILE HOME PARK, RECORDED AS ENTRY NO. 3479895 IN BOOK 80-9 AT PAGE 149 OF SUBDIVISION PLATS; THENCE ALONG SAID NORTHERLY LINE SOUTH 89°58'11" WEST 10.04 FEET TO THE 40 ACRE LINE AS DEFINED BY THE KOPPER VIEW MOBILE HOME PARK, RECORDED AS ENTRY NO. 3479895 IN BOOK 80-9 AT PAGE 149 OF SUBDIVISION PLATS; THENCE ALONG SAID 40 ACRE LINE SOUTH 00°08'56" EAST 848.74 FEET TO THE NORTHERLY LINE OF THE AFOREMENTIONED PLAT; THENCE ALONG SAID NORTHERLY LINE NORTH 89°58'57" WEST 1319.88 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THERE FROM ANY PORTION OF THE PROPERTY DESCRIBED ABOVE CONTAINED WITHIN THE BOUNDS OF 7200 WEST STREET.

TOGETHER WITH ANY INTEREST THE SELLER MAY HAVE IN AND TO THE PROPERTY BETWEEN THE 40 ACRE LINE DEFINED BY KOPPER VIEW MOBILE HOME PARK, RECORDED AS ENTRY NO. 3479895 IN BOOK 80-9 AT PAGE 149 OF SUBDIVISION PLATS, SAID 40 ACRE LINE BEING A BOUNDARY OF SAID SUBDIVISION, AND A FENCE CONSTRUCTED AND MAINTAINED EAST OF SAID LINE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY CORNER OF THAT PORTION OF THE AFOREMENTIONED SUBDIVISION WHICH PROJECTS NORTHERLY, SAID CORNER BEING 893.71 FEET NORTH 00°08'06" WEST, 834.15 FEET NORTH 89°00'00" EAST, 545.50 FEET NORTH 65°30'00" EAST, AND 95.61 FEET SOUTH 00°36'35" WEST, AND 10.04 FEET SOUTH 89°58'11" WEST FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°08'56" EAST 423.28 FEET TO THE NORTHWEST CORNER OF LOT 89 OF SAID SUBDIVISION; THENCE NORTH 89°51'04" FEET TO A FENCE LINE; THENCE NORTH 00°36'35" EAST 423.30 FEET ALONG SAID FENCE LINE; THENCE SOUTH 89°58'11" WEST 10.04 FEET TO THE BEGINNING;

LESS AND EXCEPTING THE FOLLOWING:

BEGINNING AT THE SOUTHWEST CORNER OF SAID ENTIRE TRACT, WHICH POINT IS 280.50 FEET NORTH 00°08'06" WEST ALONG THE SECTION LINE FROM THE SOUTHWEST CORNER OF SAID SECTION 22; AND RUNNING THENCE NORTH 00°08'06" WEST 100.08 FEET ALONG THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE NORTH 89°51'45" EAST 40.00 FEET ALONG A BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT 40.00 FEET PERPENDICULARLY EASTERLY FROM THE CONTROL LINE OF SAID PROJECT; THENCE SOUTH 00°08'06" EAST 100.19 FEET PARALLEL WITH SAID CONTROL LINE; THENCE NORTH 89°58'57" WEST 40.00 FEET ALONG THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THE FOLLOWING:

BEGINNING AT A POINT IN THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT, WHICH POINT IS 440.59 FEET NORTH 00° 08' 06" WEST ALONG THE SECTION LINE FROM THE SOUTHWEST CORNER OF SAID SECTION 22; AND RUNNING THENCE NORTH 00°08'06" WEST 4.32 FEET ALONG THE WESTERLY BOUNDARY OF SAID ENTIRE TRACT; THENCE NORTH 89°51'54" EAST 40.00 FEET ALONG A BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT 40.00 FEET PERPENDICULARLY WESTERLY FROM THE CONTROL LINE OF SAID PROJECT; THENCE SOUTH 00°08'06" EAST 4.32 FEET PARALLEL WITH SAID CONTROL LINE; THENCE SOUTH 89°51'54" WEST 40.00 FEET ALONG A BOUNDARY LINE OF SAID ENTIRE TRACT TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THE FOLLOWING:

BEGINNING AT A POINT IN THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT, WHICH POINT IS 560.59 FEET NORTH 00°08'06" WEST ALONG THE SECTION LINE FROM THE SOUTHWEST CORNER OF SAID SECTION 22; AND RUNNING THENCE NORTH 00°08'06" WEST 3.46 FEET ALONG THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE SOUTH 89°20'13" EAST 40.00 FEET ALONG A BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT 40.00 FEET PERPENDICULARLY EASTERLY FROM THE CONTROL LINE OF SAID PROJECT; THENCE SOUTH 00°08'06" EAST 2.90 FEET PARALLEL WITH SAID CONTROL LINE; THENCE SOUTH 89°51'54" WEST 40.00 FEET ALONG A BOUNDARY LINE OF SAID ENTIRE TRACT TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THE FOLLOWING:

BEGINNING AT A POINT IN THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT, WHICH POINT IS 654.580 FEET NORTH 00°08'06" WEST ALONG THE SECTION LINE FROM THE SOUTHWEST CORNER OF SAID SECTION 22; AND RUNNING THENCE NORTH 00°08'06" WEST 238.63 FEET ALONG THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE NORTH 89°00'00" EAST 40.00 FEET ALONG THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT 40.00 FEET PERPENDICULARLY EASTERLY FROM THE CONTROL LINE OF SAID PROJECT; THENCE SOUTH 00°08'06" EAST 128.68 FEET PARALLEL WITH SAID CONTROL LINE; THENCE SOUTH 40°21'32" EAST 23.57 FEET; THENCE SOUTH 00°49'08" WEST 35.32 FEET; THENCE SOUTH 38°58'56" WEST 23.20 FEET TO A POINT 40.00 FEET PERPENDICULARLY EASTERLY FROM THE SAID CONTROL LINE; THENCE SOUTH 00°08'06" EAST 39.24 FEET PARALLEL WITH SAID CONTROL LINE; THENCE SOUTH 89°51'54" WEST 40.00 FEET ALONG THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO THE POINT OF BEGINNING.

EXHIBIT B
PERMITTED EXCEPTIONS

EXHIBIT B

Permitted Exceptions

1. Water rights, claims or title to water.
2. Taxes for the Year 2013 and subsequent years, which are not yet due and payable.
3. The land is included within the boundaries of West Valley City and Magna Water Improvement District, and is subject to charges and assessments made thereby.
4. An easement over, across or through the land for gas transmission and incidental purposes, as granted to Mountain Fuel Supply Company by Instrument recorded December 04, 1968 as Entry No. 2269362 in Book 2712 at Page 428 of Official Records.
5. An easement over, across or through the land for gas transmission and incidental purposes, as granted to Mountain Fuel Supply Company, a corporation by Instrument recorded September 13, 1972 as Entry No. 2484230 in Book 3152 at Page 298 of Official Records.
6. An easement over, across or through the land for gas transmission and incidental purposes, as granted to Mountain Fuel Supply Company, a corporation by Instrument recorded July 20, 1973 as Entry No. 2555765 in Book 3376 at Page 479 of Official Records.
7. An easement over, across or through the land for gas transmission and incidental purposes, as granted to Mountain Fuel Supply Company, a corporation by Instrument recorded July 20, 1973 as Entry No. 2555769 in Book 3376 at Page 484 of Official Records.
8. An easement over, across or through the land for communication and incidental purposes, as granted to The Mountain States Telephone and Telegraph Company, a Colorado corporation by Instrument recorded May 18, 1979 as Entry No. 3281445 in Book 4864 at Page 1163 of Official Records.
9. An easement over, across or through the land for communication and incidental purposes, as granted to The Mountain States Telephone and Telegraph Company, a Colorado corporation by Instrument recorded April 11, 1980 as Entry No. 3422373 in Book 5987 at Page 120 of Official Records.
10. An easement over, across or through the land for gas transmission and incidental purposes, as granted to Mountain Fuel Supply Company, a corporation by Instrument recorded April 30, 1981 as Entry No. 3559642 in Book 5242 at Page 1000 of Official Records.
11. An easement over, across or through the land for a water distribution system of canals, ditches, pipelines and appurtenances thereto which may affect the land as disclosed by mesne document of record, including that certain Agreement and incidental purposes, as granted to North Jordan Irrigation Company, a corporation by Instrument recorded February 09, 1987 as Entry No. 4398606 in Book 5875 at Page 1772 of Official Records and also that certain Transfer and Conveyance recorded January 19, 1990 as Entry No. 4872934 in Book 6192 at Page 454 of Official Records.

12. An easement over, across or through the land for the purpose of installing natural gas service lines and incidental purposes, as granted to Mountain Fuel Supply Co. by Instrument recorded June 25, 1996 as Entry No. 6391557 in Book 7429 at Page 2665 of Official Records.
13. An easement over, across or through the land for gas transmission and incidental purposes, as granted to Questar Gas Company, a corporation by Instrument recorded October 11, 2000 as Entry No. 7736334 in Book 8393 at Page 6055 of Official Records.
14. The terms and conditions of that certain West Valley City Delay Agreement for Completion of Improvements recorded January 28, 2002 as Entry No. 8132374 in Book 8558 at Page 8939 of Official Records.
15. Easement Agreement by and between Reed P. and Hope F. Nessen, as trustees for the Nesson Family Trust dated the 15th day of March 2000 ("Grantee") and ARCUTMWE LLC, a Delaware limited liability company ("Grantor") dated July 20, 2004 and recorded July 21, 2004 as Entry No. 9126414 in Book 9016 at Page 7239 of Official Records.
16. Matters which would be disclosed by an accurate survey of the property.
17. Rights of tenants, as tenants only, under existing unrecorded leases.