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ADAM GARDINER
Recorder, Salt Lake County, UT
FIRST AMERICAN TITLE
BY: eCASH, DEPUTY - EF 5 P.

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
DEED TO:**

YORK HOWELL & GUYMON
6405 S. 3000 E. SUITE 150
SALT LAKE CITY, UTAH 84121
ATTN: DANIEL DANSIE

SEND TAX NOTICES TO:

OAKWOOD HOMES OF UTAH, LLC
206 E. WINCHESTER STREET
MURRAY, UTAH 84107
ATTN: SAMUEL COLGAN

Tax Identification No. 26-23-326-010-0000; 26-23-300-003-0000

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, County of Salt Lake, State of 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 **CLAYTON PROPERTIES GROUP II, INC.**, a Colorado corporation dba Oakwood Homes, with its principal office at 206 E. Winchester Street, Murray, Utah 84107 ("**Grantee**"), 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 of record, 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, and (ii) all water flowing or located under, within, or over, 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]

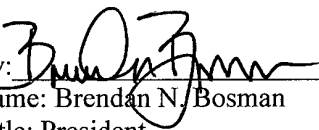
[Oakwood Homes – Special Warranty Deed – Signature Page]

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

DATED: November 9, 2017

GRANTOR:

VP DAYBREAK OPERATIONS LLC,
a Delaware limited liability company

By: 
Name: Brendan N. Bosman
Title: President

[Acknowledgment on Following Page]

[ACKNOWLEDGMENT]

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

On November 9, 2017, personally appeared before me, a Notary Public, Brendan N. Bosman, the President 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.



Dana Marti
Notary Public in and for said State

My commission expires: 1/31/2021

[SEAL]

EXHIBIT "A "

Escrow No. **051-5843590 (VL)**

A.P.N.: **26-23-326-010-0000: 26-23-300-003-0000**

Parcel 1:

Lots 101 through 165, inclusive, Lot C-101 and Lots P-114 through P-121, of Daybreak Village 7 Plat 1 Subdivision Amending Lot 100 of the Daybreak Village 7 Subdivision Amended Amending Lot 100 of the Kennecott Daybreak Village 7 Subdivision Amending Lots V7 and T6 of the Kennecott Master Subdivision #1 Amended.

Parcel 2:

Beginning at an Easterly Corner of the Daybreak Village 7 Plat 1 Subdivision Amending Lot 100 of the Daybreak Village 7 Subdivision Amended Amending Lot 100 of the Kennecott Daybreak Village 7 Subdivision Amending Lots V7 and T6 of the Kennecott Master Subdivision #1 Amended said point lies South 89°56'14" West 413.506 feet along the Section Line and North 1978.757 feet from the South Quarter Corner of Section 23, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along the boundary of said Daybreak Village 7 Plat 1 Subdivision the following (8) courses: 1) North 30°37'58" West 56.000 feet; 2) North 25°00'00" West 180.873 feet; 3) North 30°37'55" West 56.000 feet; 4) South 59°22'05" West 4.526 feet; 5) North 24°42'20" West 95.510 feet; 6) North 30°37'55" West 45.111 feet; 7) South 59°22'05" West 20.000 feet; 8) North 30°37'55" West 49.889 feet to the Northerly line of Lot 100 of the of the Daybreak Village 7 Subdivision Amended Amending Lot 100 of the Kennecott Daybreak Village 7 Subdivision Amending Lots V7 and T6 of the Kennecott Master Subdivision #1 Amended; thence along the boundary of said Lot 100 the following (10) courses: 1) North 59°22'05" East 362.007 feet to a point on a 200.000 foot radius tangent curve to the right, (radius bears South 30°37'55" East); 2) along the arc of said curve 67.671 feet through a central angle of 19°23'10"; 3) South 81°14'59" East 398.191 feet; 4) South 04°02'21" East 102.544 feet; 5) South 08°47'52" West 35.023 feet to a point on a 956.000 foot radius non tangent curve to the right, (radius bears North 82°18'55" West); 6) along the arc of said curve 17.780 feet through a central angle of 01°03'56"; 7) South 08°45'01" West 329.119 feet; 8) North 81°16'00" West 253.531 feet to a point on a 36.000 foot radius tangent curve to the left, (radius bears South 08°44'00" West); 9) along the arc of said curve 24.735 feet through a central angle of 39°21'59"; 10) South 59°22'02" West 232.285 feet to the point of beginning.

Parcel 3:

Beginning at the Southwest Corner of Lot 100 of the Daybreak Village 7 Subdivision Amended Amending Lot 100 of the Kennecott Daybreak Village 7 Subdivision Amending Lots V7 and T6 of the Kennecott Master Subdivision #1 Amended said point lies South 89°56'14" West 1464.451 feet along the Section Line and North 1105.008 feet from the South Quarter Corner of Section 23, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along the boundary of said Lot 100 the following (4) courses: 1) North 04°40'39" West 67.764 feet to a point on a 781.000 foot radius tangent curve to the left, (radius bears South 85°19'21" West); 2) along the arc of said curve 179.160 feet through a central angle of 13°08'37"; 3) North 17°49'16" West 401.994 feet to a point on a 781.000 foot radius tangent curve to the left, (radius bears South 72°10'44" West); 4) along the arc of said curve 73.001 feet through a central angle of 05°21'20"; thence North 77°49'38" East 540.248 feet along the boundary of said Lot 100 and the boundary of Daybreak Village 7 Plat 1 Subdivision Amending Lot 100 of the Daybreak Village 7 Subdivision Amended Amending Lot 100 of the Kennecott Daybreak Village 7 Subdivision Amending Lots V7 and T6 of the Kennecott Master Subdivision #1 Amended; thence along the boundary of said Daybreak Village 7 Plat 1 Subdivision the following (8) courses: 1) North 62°38'34" East 31.000 feet; 2) South 25°00'00" East 111.321 feet; 3) North 65°00'00" East 16.725 feet; 4) North 62°38'34" East 99.897 feet; 5) South 27°21'26" East 84.180 feet; 6) South 25°00'00" East 472.000 feet; 7) South 65°00'00" West 204.954 feet; 8) South 25°00'00" East 56.000 feet to the Southerly line of said Lot 100; thence along said Lot 100 the following (3) courses: 1) South 65°00'00" West 267.148 feet to a point on a 228.000 foot radius tangent curve to the right, (radius bears North 25°00'00" West); 2) along the arc of said curve 99.484 feet through a central angle of 25°00'00"; 3) West 255.180 feet to the point of beginning.