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Book - 10514 Pg - 5323-5327
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN TITLE
BY: eCASH, DEPUTY - EF 5 P.

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

Midgley Investments, LLC
7644 South State Street
Midvale, Utah 84047
Attention: Property Administration

SEND TAX NOTICES TO:

Midgley Investments, LLC
7644 South State Street
Midvale, Utah 84047
Attention: Property Administration

(Tax Parcel Identification No(s): 26-15-100-01300000; 26-15-100-016-0000: 26-15-201-005-0000

SPECIAL WARRANTY DEED

VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company, with its principal office at 4700 Daybreak Parkway, 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 MIDGLEY INVESTMENTS, LLC, a Utah limited liability company, with its principal office at 7644 South State Street, Midvale, Utah 84047 ("**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, and all water rights or water shares in any way connected or associated with 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

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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 Next Page]

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

DATED: December 23 2016

GRANTOR:

VP DAYBREAK OPERATIONS LLC, a Delaware
limited liability company

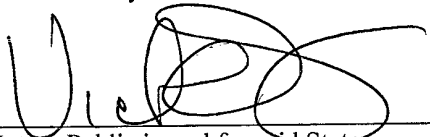
By 
Name: TM MCCUTCHEON
Title: VICE PRESIDENT

ACKNOWLEDGMENT

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

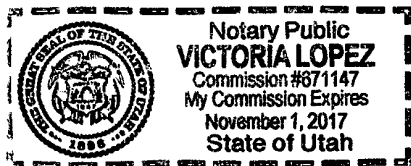
On December 23, 2016, personally appeared before me, a Notary Public, Fy McCutcheon the Vice President of VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument on behalf of VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company.

WITNESS my hand and official Seal.



Notary Public in and for said State

My commission expires: 11-1-17



[SEAL]

EXHIBIT "A"

(Legal Description of the Property)

All of that certain real property located in Salt Lake County, State of Utah, being more particularly described as follows:

LOT C-119 AND LOT C-120, DAYBREAK COMMERCE PARK PLAT 4 AMENDING PARCEL A OF THE KENNECOTT DAYBREAK PARK PLAT 2 AND LOT B1 AND DRGRR PARCEL OF THE KENNECOTT MASTER SUBDIVISION #1, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER ON DECEMBER 23, 2016 AS ENTRY NO. 12440459 IN BOOK 2016P AT PAGE 340.

Tax Parcel Numbers: 26-15-100-013-0000, 26-15-100-016-0000 and 26-15-201-005-0000