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RASHELLE HOBBS
Recorder, Salt Lake County, UT
OLD REPUBLIC TITLE DRAPER/OREM
BY: eCASH, DEPUTY - EF 3 P.

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

AMH Development, LLC
30601 Agoura Road, Suite 200
Agoura Hills, CA 91301
Attention: Legal Department

1939046JM
Tax ID: 26-23-126-001, 26-23-127,000,†
26-23-201-001

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, County of Salt Lake, State of Utah (collectively, “**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 the acts of Grantor only to **AMH DEVELOPMENT, LLC**, a Delaware limited liability company (“**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, and (ii) 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 surface of the Land or 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.

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.

[Signatures on Following Page]

[AMH Development – SWD – Operations Grantor Signature Page]

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

DATED: December 2, 2019

GRANTOR:

VP DAYBREAK OPERATIONS LLC,
a Delaware limited liability company

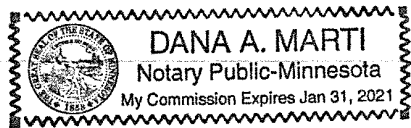
By: *Brendan N. Bosman*
Name: Brendan N. Bosman
Title: President

ACKNOWLEDGMENT

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

On December 2, 2019, 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 to Deed

Legal Description

Daybreak South Mixed Use Plat 1

Beginning at a point on the North Line of the Northwest Quarter of Section 23, Township 3 South, Range 2 West, Salt Lake Base and Meridian, said point also being the Northeast Corner of Lot Z106 of the VP Daybreak Operations-Investments Plat 1, said point lies South 89°58'44" West 814.638 feet along the Section Line from the North Quarter Corner of Section 23 of said Township and Range and running thence along said Lot Z106 South 126.510 feet to a Northerly Line of Daybreak Village 8 Plat 6 subdivision; thence along said Daybreak Village 8 Plat 6 subdivision the following (2) courses: 1) West 36.500 feet; 2) North 126.496 feet to said North Line of the Northwest Quarter of Section 23; thence along said North Line of the Northwest Quarter of Section 23 North 89°58'44" East 36.500 feet to the point of beginning.

Property contains **0.106 acres**, 4617 square feet.