

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

13460917
11/13/2020 12:29:00 PM \$40.00
Book - 11060 Pg - 148-151
RASHELLE HOBBS
Recorder, Salt Lake County, UT
OLD REPUBLIC TITLE DRAPER/OREM
BY: eCASH, DEPUTY - EF 4 P.

VP Daybreak Devco LLC
11248 Kestrel Rise Road, Suite 201
South Jordan, Utah 84009
Attention: Scott R. Kaufmann

(File No. 2050741HM)
(Tax Parcel No. 26-22-103-001)

SPECIAL WARRANTY DEED

Effective as of November 12, 2020, **VP DAYBREAK INVESTCO 6 LLC**, a Utah 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 **VP DAYBREAK DEVCO 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 (“**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 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]

[Investco 6 to Devco Special Warranty Deed – Grantor Signature Page]

Grantor has caused its duly authorized representative to execute this instrument as of the date set forth in the acknowledgment hereof, but effective as of the date first set forth above.

GRANTOR:

VP DAYBREAK INVESTCO 6 LLC,
a Utah limited liability company

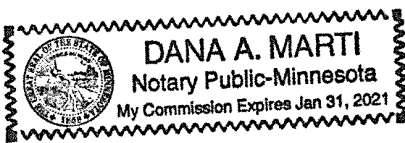
By 
Name: Brendan Bosman
Title: President


ACKNOWLEDGMENT

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

On November 5th, 2020, personally appeared before me, a Notary Public, Brendan Bosman, the President of VP DAYBREAK INVESTCO 6 LLC, a Utah 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 INVESTCO 6 LLC, a Utah limited liability company.

WITNESS my hand and official Seal.




Notary Public in and for said State

My commission expires: 1/31/2021

[SEAL]

**EXHIBIT A
TO SPECIAL WARRANTY DEED**

Legal Description

Parcel 1:

Beginning at a point on the West Line of Lot V5 of the of the Kennecott Master Subdivision Amended #1, said point lies South 89°56'03" East 4.457 feet along the Daybreak Baseline South (Being South 89°56'03" East 21225.293 feet between the Southwest Corner of Section 22, T3S, R2W and the Southeast Corner of Section 19, T3S, R1W) and North 3648.171 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Lot V5 North 00°03'55" East 1155.893 feet; thence East 477.695 feet to a point on a 1935.000 foot radius non tangent curve to the right, (radius bears South, Chord: South 83°43'22" East 423.135 feet); thence along the arc of said curve 423.982 feet through a central angle of 12°33'15" to a point of compound curvature with a 705.000 foot radius tangent curve to the right, (radius bears South 12°33'15" West, Chord: South 71°24'42" East 148.219 feet); thence along the arc of said curve 148.493 feet through a central angle of 12°04'05"; thence South 65°22'40" East 514.324 feet to a point on a 705.000 foot radius tangent curve to the right, (radius bears South 24°37'20" West, Chord: South 59°20'37" East 148.219 feet); thence along the arc of said curve 148.493 feet through a central angle of 12°04'05" to a point of compound curvature with a 1935.000 foot radius tangent curve to the right, (radius bears South 36°41'26" West, Chord: South 51°39'17" East 111.754 feet); thence along the arc of said curve 111.769 feet through a central angle of 03°18'34"; thence South 50°00'00" East 943.608 feet; thence South 30°00'00" West 505.965 feet; thence North 60°00'00" West 651.135 feet to a point on a 230.000 foot radius tangent curve to the left, (radius bears South 30°00'00" West, Chord: North 76°02'00" West 127.049 feet); thence along the arc of said curve 128.723 feet through a central angle of 32°03'59"; thence South 87°56'01" West 195.178 feet to a point on a 170.000 foot radius tangent curve to the right, (radius bears North 02°03'59" West, Chord: South 89°10'41" West 7.384 feet); thence along the arc of said curve 7.384 feet through a central angle of 02°29'19"; thence North 89°34'40" West 270.515 feet to a point on a 170.000 foot radius tangent curve to the right, (radius bears North 00°25'20" East, Chord: North 87°44'32" West 10.889 feet); thence along the arc of said curve 10.891 feet through a central angle of 03°40'14"; thence North 85°54'25" West 414.411 feet to a point on a 230.000 foot radius tangent curve to the left, (radius bears South 04°05'35" West, Chord: South 77°41'44" West 129.856 feet); thence along the arc of said curve 131.646 feet through a central angle of 32°47'41" to a point of reverse curvature with a 170.000 foot radius tangent curve to the right, (radius bears North 28°42'06" West, Chord: South 75°38'57" West 84.272 feet); thence along the arc of said curve 85.160 feet through a central angle of 28°42'06"; thence West 212.444 feet; thence North 9.000 feet; thence West 187.338 feet to the point of beginning.

TPN - 26-22-103-001