

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

14482985 B: 11628 P: 5053 Total Pages: 4
12/31/2025 10:09 AM By: dsalazar Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

**CATHOLIC DIOCESE OF SALT LAKE CITY
REAL ESTATE CORPORATION**
27 C Street
Salt Lake City, Utah 84103
Attn: Office of the Vicar General

(Tax Identification No.: 26-23-203-001 and 26-23-276-003)

File No. 192220-CPI

Space Above for Recorder's Use Only

SPECIAL WARRANTY DEED

VP DAYBREAK DEVCO 2, INC., a Utah corporation, with its principal office at 9350 South 150 East, Suite 800, Sandy, Utah 84070 ("**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 **CATHOLIC DIOCESE OF SALT LAKE CITY REAL ESTATE CORPORATION**, a Utah nonprofit corporation, with its principal office at 27 C Street, Salt Lake City, Utah 84103 ("**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 surface and 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.

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]

**EXHIBIT A
TO SPECIAL WARRANTY DEED**

LEGAL DESCRIPTION

PARCEL 1:

Beginning at the intersection of the Northwest Right-of-Way Line of Electric Avenue and the Easterly Right-of-Way Line of Kitty Hawk Road, said point also being a point on a 1033.000 foot radius non tangent curve to the left, (radius bears South 58°42'52" West, Chord: North 32°25'18" West 40.969 feet), said point lies South 89°56'37" East 7984.870 feet along the Daybreak Baseline Southwest (Being South 89°56'37" East 10583.405 feet between the Southwest Corner of Section 22, T3S, R2W and the Southeast Corner of Section 23, T3S, R2W) and North 3064.447 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Kitty Hawk Road and the arc of said curve 40.972 feet through a central angle of 02°16'21"; thence North 33°33'29" West 169.442 feet; thence North 56°26'31" East 280.850 feet to a point on a 368.000 foot radius tangent curve to the right, (radius bears South 33°33'29" East, Chord: North 74°29'22" East 228.016 feet); thence along the arc of said curve 231.830 feet through a central angle of 36°05'41"; thence South 87°27'47" East 237.239 feet to said Northwest Right-of-Way Line of Electric Avenue; thence along said Electric Avenue South 56°26'31" West 690.159 feet to the point of beginning.

PARCEL 2:

Beginning at the intersection of the North Right-of-Way Line of Lake Avenue and the Easterly Right-of-Way Line of Kitty Hawk Road, said point also being a point on a 1033.000 foot radius non tangent curve to the left, (radius bears South 75°11'24" West, Chord: North 21°12'45" West 230.379 feet), said point lies South 89°56'37" East 8100.761 feet along the Daybreak Baseline Southwest (Being South 89°56'37" East 10583.405 feet between the Southwest Corner of Section 22, T3S, R2W and the Southeast Corner of Section 23, T3S, R2W) and North 2792.172 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Kitty Hawk Road and the arc of said curve 230.860 feet through a central angle of 12°48'17" to the Southeast Right-of-Way Line of Electric Avenue; thence along said Electric Avenue North 56°26'31" East 785.425 feet; thence South 87°27'47" East 40.939 feet; thence South 02°32'13" West 597.193 feet to a point on a 1071.000 foot radius non tangent curve to the left, (radius bears South 00°38'44" East, Chord: South 87°02'32" West 86.425 feet) to said North Right-of-Way Line of Lake Avenue; thence along said Lake Avenue the following (2) courses: 1) along the arc of said curve 86.449 feet through a central angle of 04°37'29"; 2) South 84°43'47" West 501.434 feet to the point of beginning.