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ADAM GARDINER
Recorder, Salt Lake County, UT
FIRST AMERICAN TITLE
BY: eCASH, DEPUTY - EF 3 P.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

VP DAYBREAK OPERATIONS LLC
11248 Kestrel Rise Road, Suite 201
South Jordan, UT 84009
Attention: Ty McCutcheon

(Tax Identification No.: 26-23-151-002-0000)

**NOTICE OF APPLICATION OF
DAYBREAK COMMUNITY DOCUMENTS**

NOTICE IS HERBY GIVEN of the following. The Board of Education of Jordan School District (“**District**”) is owner of the certain real property located in South Jordan, Utah, more particularly described on **Exhibit A** attached hereto and incorporated herein (the “**Property**”), upon which it plans to construct and operate an elementary school (the “**Elementary School**”). The Property is located within a community commonly known as Daybreak, which is governed by the certain Community Charter For Daybreak (the “**Charter**”) and that certain Covenant for Community For Daybreak (the “**Covenant**”). **VP DAYBREAK OPERATIONS LLC**, a Delaware limited liability company, is the successor “**Founder**” of Daybreak under the Charter and Covenant.

Founder hereby exempts District from the payment of Base Assessments, Service Area Assessments, Special Assessments, and Specific Assessments as set forth on Chapter 12 of the Charter, for so long as District owns the Property and operates the Elementary School on the Property. Further, Founder hereby exempts District from participating in the dispute resolution process set forth in Chapter 18 of the Charter, for as long as District owns the Property and operates the Elementary School on the Property.

Founder hereby exempts District from the payment of the Community Enhancement Fee as set forth in Section 2.3 of the Covenant, for transfers to and by the District. In furtherance of the foregoing, Founder hereby exempts District from payment of the Community Enhancement Fee in connection with the transfer of the Property to the District. Founder also hereby exempts District from payment of any Annual Assessment, for as long as District owns the Property and operates the Elementary School on the Property. Further, Founder hereby exempts District from participating in the dispute resolution process set forth in Chapter 3 of the Covenant, for as long as District owns the Property and operates the Elementary School on the Property.

[Signatures on Following Pages]

**EXHIBIT A
TO NOTICE OF APPLICATION**

LEGAL DESCRIPTION

LOT C-101, DAYBREAK VILLAGE 8, VILLAGE 9 & VILLAGE 13 SCHOOL SITE
SUBDIVISION AMENDING LOT V5 OF THE KENNECOTT MASTER SUBDIVISION #1
AMENDED & LOTS Z101 & Z105 OF THE VP DAYBREAK OPERATIONS
INVESTMENTS PLAT 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE
AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Tax Identification No.: 26-23-151-002-0000