

**WHEN RECORDED, PLEASE RETURN TO:**

First American Title Insurance Company  
777 S. Figueroa Street, Suite 400  
Los Angeles, California 90017  
Attn: Valerie Curry



\*W2632417\*

E# 2632417 PG 1 OF 8  
ERNEST D. ROWLEY, WEBER COUNTY RECORDER  
29-Apr-13 12:04 PM FEE \$25.00 DEP SC  
REC FOR: FIRST AMERICAN NCS - UTAH  
ELECTRONICALLY RECORDED

Tax Parcel Nos. 12-121-0001 and 12-096-0019

(Space above for Recorder's Use Only)

**SPECIAL WARRANTY DEED**

ARCML06 LLC, a Delaware limited liability company ("Grantor"), with an address of c/o American Residential Communities, LLC, 4643 South Ulster Street, Suite 400, Denver, CO 80237, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid in hand to Grantor by WILLOW CREEK ESTATES MH COMMUNITY, LLC, a Delaware limited liability company ("Grantee") with an address of 31200 Northwestern Highway, Farmington Hills, Michigan 48334, the receipt and sufficiency of which is hereby acknowledged, has CONVEYED and WARRANTED and by these presents does CONVEY and WARRANT unto Grantee all of Grantor's right, title and interest in and to that certain parcel of land located in Weber County, Utah and legally described in Exhibit A attached hereto and incorporated herein by this reference, together with all buildings, improvements and fixtures located thereon and owned by Grantor as of the date hereof and all rights, privileges and appurtenances pertaining thereto including all of Grantor's right, title and interest in and to all rights-of-way, open or proposed streets, alleys, easements, strips or gores of land adjacent thereto (herein collectively called the "Real Property").

This conveyance is made by Grantor and accepted by Grantee subject to all covenants, conditions, restrictions, and other matters listed on Exhibit B attached hereto and incorporated herein by this reference (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Real Property together with all improvements located thereon all and singular the rights and appurtenances thereto in anywise belonging, subject to the Permitted Exceptions, unto Grantee, its legal representatives, successors and assigns, and Grantor does hereby bind itself, its legal representatives, successors and assigns, to WARRANT and FOREVER DEFEND all and singular the Real Property unto the Grantee, its legal representatives, successors and assigns, against Grantor and every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject to the Permitted Exceptions.

If any term or provision of this Deed or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Deed or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Deed shall be valid and enforced to the fullest extent permitted by law.

ARC/RHP2 Portfolio  
Utah Deed (Willow Creek Estates)

581752-69

IN WITNESS WHEREOF, this Deed has been executed by Grantor as of the 4<sup>th</sup> day of April, 2013 to be effective as of the 5<sup>th</sup> day of April, 2013.

**GRANTOR:**

ARCML06 LLC, a Delaware limited liability company

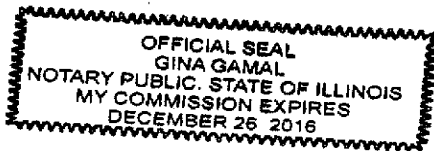
By: *[Signature]*  
Orrin Shifrin, Secretary

STATE OF ILLINOIS            )  
  ) ss.  
COUNTY OF COOK            )

The foregoing instrument was acknowledged before me, *Gina Gamal*, this 4<sup>th</sup> day of April, 2013 by Orrin Shifrin, the Secretary of ARCML06 LLC, a Delaware limited liability company.

(Seal)

*Gina Gamal*  
Notary Public  
My Commission Expires:



## EXHIBIT A

## LEGAL DESCRIPTION

## PARCEL 1:

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, SOUTHWEST QUARTER OF SECTION 17, NORTHEAST QUARTER OF SECTION 19 AND THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE BOUNDARY OF CENTURY VILLAGE SUBDIVISION UNIT ONE SAID POINT BEING SOUTH 308.47 FEET AND WEST 1531.18 FEET FROM THE OGDEN CITY SURVEY MONUMENT AT 9TH STREET AND WALL AVENUE, SAID POINT ALSO BEING SOUTH 734.98 FEET, EAST 3380.39 FEET AND NORTH 364.71 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE AS FOLLOWS: SOUTH 49°11'42" WEST 515.20 FEET ALONG AN EXISTING FENCE LINE TO A FENCE CORNER; THENCE NORTH 43°40'18" WEST 696.38 FEET; THENCE SOUTH 50°21'29" WEST 65.54 FEET TO A FENCE CORNER; THENCE SOUTH 00°41'11" WEST 349.08 FEET ALONG AN EXISTING FENCE LINE TO A FENCE CORNER; THENCE NORTH 63°58'32" WEST 367.17 FEET ALONG AN EXISTING FENCE LINE TO THE EAST LINE OF CENTURY DRIVE; THENCE NORTH 00°29'30" EAST 605.32 FEET ALONG SAID CENTURY DRIVE; THENCE SOUTH 52°43'51" EAST 10.00 FEET ALONG SAID CENTURY DRIVE; THENCE NORTH 00°29'30" EAST 274.70 FEET ALONG SAID CENTURY DRIVE TO A POINT ON THE BOUNDARY OF NORTH PONTE VILLAGE SUBDIVISION PHASE 1, THENCE ALONG SAID NORTH PONTE VILLAGE SUBDIVISION PHASE 1 THE FOLLOWING (3) THREE COURSES: NORTH 25°09'20" EAST 133.27 FEET; THENCE SOUTH 68°19'41" EAST 530.75 FEET; THENCE SOUTH 63°58'53" EAST 173.90 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION SAID POINT ALSO BEING A POINT ON THE BOUNDARY OF MEADOW BROOK CONDOMINIUM PHASE 3A; THENCE ALONG SAID MEADOW BROOK CONDOMINIUM PHASE 3A THE FOLLOWING (2) TWO COURSES: SOUTH 00°59'41" WEST 187.81 FEET; THENCE SOUTH 35°06'02" EAST 168.02 TO THE SOUTHEAST CORNER OF SAID SUBDIVISION SAID POINT ALSO BEING A POINT ON THE BOUNDARY OF MEADOW BROOK CONDOMINIUM PHASE 1 THE FOLLOWING (6) SIX COURSES: SOUTH 35°10'11" EAST 59.96 FEET; THENCE SOUTH 63°07'10" EAST 99.66 FEET; THENCE NORTH 66°31'06" EAST 51.00 FEET; THENCE SOUTH 61°42'54" EAST 38.00 FEET; THENCE SOUTH 17°19'54" EAST 161.00 FEET; THENCE SOUTH 76°25'54" EAST 144.00 TO THE SOUTHEAST CORNER OF SAID SUBDIVISION SAID POINT ALSO BEING A POINT ON THE BOUNDARY OF CENTURY VILLAGE SUBDIVISION UNIT ONE; THENCE ALONG SAID CENTURY VILLAGE SUBDIVISION UNIT ONE THE FOLLOWING (2) TWO COURSES: SOUTH 48°11'35" EAST 64.60 FEET; THENCE SOUTH 03°07'42" EAST 12.02 FEET TO THE POINT OF BEGINNING.

## PARCEL 2:

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, SOUTHWEST QUARTER OF SECTION 17, NORTHEAST QUARTER OF SECTION 19 AND THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 6 NORTH, RANGE 1, WEST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT SOUTH 673.18 FEET AND WEST 2898.50 FEET FROM THE OGDEN CITY SURVEY MONUMENT AT 9TH STREET AND WALL AVENUE, SAID POINT ALSO BEING SOUTH 734.98 FEET AND EAST 2013.06 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE AS FOLLOWS: NORTH 89°05'14" WEST 21.21 FEET; THENCE NORTH 00°29'30" EAST 766.65 FEET TO A FENCE LINE; THENCE

Willow Creek, UT

NORTH 88°49'10" WEST 161.75 FEET ALONG AN EXISTING FENCE LINE TO THE EAST LINE OF THE RAILROAD RIGHT OF WAY; THENCE NORTH 00°38'56" EAST 164.80 FEET ALONG THE EAST LINE OF SAID RIGHT OF WAY LINE TO A FENCE LINE; THENCE SOUTH 89°37'39" EAST 200.20 FEET ALONG AN EXISTING FENCE LINE AND AN EXTENSION OF SAID FENCE LINE; THENCE NORTH 06°06'03" EAST 289.65 FEET; THENCE SOUTH 69°42'43" EAST 8.65 FEET TO A POINT ON A CURVE ON THE WEST LINE OF CENTURY DRIVE SAID POINT ALSO BEING A POINT ON THE BOUNDARY OF NORTH POINTE VILLAGE SUBDIVISION PHASE 1; THENCE ALONG SAID NORTH POINTE VILLAGE SUBDIVISION PHASE 1 THE FOLLOWING (3) THREE COURSES: SOUTH 54.79 FEET TO THE RIGHT ALONG CENTURY DRIVE AND SAID CURVE (R=525.00', T=27.42', CH=54.77', CHB=S 03°28'54" WEST); THENCE SOUTH 00°29'30" WEST 225.28 FEET ALONG CENTURY DRIVE; THENCE NORTH 89°15'04" EAST 8.00 FEET ALONG CENTURY DRIVE; THENCE SOUTH 00°29'30" WEST 612.70 FEET ALONG CENTURY DRIVE; THENCE NORTH 63°58'32" WEST 17.81 FEET; THENCE SOUTH 70°29'08" WEST 30.94 FEET, THENCE SOUTH 02°59'38" WEST 324.20 FEET TO THE POINT OF BEGINNING.

PIN: 12-121-0001  
12-096-0019

*IMP*  
*VAR*

Willow Creek, UT

**EXHIBIT B**  
**PERMITTED EXCEPTIONS**

ARC/RHP2 Portfolio  
Utah Deed (Willow Creek Estates)

## EXHIBIT B

Permitted Exceptions

1. Water rights, claims or title to water.
2. Taxes for the Year 2013 and subsequent years, which are not yet due and payable.
3. Any charge upon the land by reason of its inclusion in Central Weber Sewer and Ogden City. None now due and payable.
4. An easement over, across or through the land for construction of a sewer line and incidental purposes, as granted to Ogden City, a municipal corporation by Instrument recorded March 06, 1939 in Book Y at Page 292 of Official Records.
5. An easement over, across or through the land for construction of a sewer line and incidental purposes, as granted to Ogden City, a municipal corporation by Instrument recorded March 30, 1939 in Book Y at Page 309 of Official Records.
6. An Easement and right of way for the construction, maintenance and operation of an aerial right of way and easement, and an easement for five (5) wooden poles as set out in that certain Final Order and Decree of Condemnation with Utah Power & Light Company, a corporation, a Plaintiff and Oscar B. Madson, Anita Madson, Federal Land Bank of Berkely, a corporation, and Land Bank Commissioner, as Defendants docketed in the District Court of the Second Judicial District in and for the County of Weber, State of Utah being recorded March 19, 1947 in Book 155 at Page 172 of Official Records.
7. An Agreement executed March 21, 1968 by and between Shigaru Hamada and Aiko Hamada, his wife and John Price & Associates, Inc., a Utah corporation recorded April 05, 1968 as Entry No. 502843 in Book 886 at Page 245 of Official Records.
8. An easement over, across or through the land for communication and incidental purposes, as granted to The Mountain States Telephone and Telegraph Company, a Colorado corporation by Instrument recorded July 18, 1974 as Entry No. 619456 in Book 1059 at Page 432 of Official Records.
9. An easement over, across or through the land for gas transmission and incidental purposes, as granted to Mountain Fuel Supply Company, a corporation of the State of Utah by Instrument recorded November 05, 1974 as Entry No. 626259 in Book 1060 at Page 313 of Official Records.
10. An easement over, across or through the land for a water pipeline and incidental purposes, as granted to Ogden City, a municipal corporation of the State of Utah by Instrument recorded January 10, 1975 as Entry No. 630007 in Book 1075 at Page 61 of Official Records.
11. An easement over, across or through the land for a sewer pipeline and incidental purposes, as granted to Ogden City, a municipal corporation of the State of Utah by Instrument recorded January 10, 1975 as Entry No. 630008 in Book 1075 at Page 65 of Official Records.

12. An easement over, across or through the land for a pedestrian walkway and incidental purposes, as granted to Ogden City, a municipal corporation of the State of Utah by Instrument recorded January 10, 1975 as Entry No. 630009 in Book 1075 at Page 69 of Official Records.
13. An easement over, across or through the land for gas transmission and incidental purposes, as granted to Mountain Fuel Supply Company, a corporation of the State of Utah by Instrument recorded May 28, 1980 as Entry No. 811720 in Book 1357 at Page 465 of Official Records.
14. An easement over, across or through the land for gas transmission and incidental purposes, as granted to Mountain Fuel Supply Company, a corporation of the State of Utah by Instrument recorded May 28, 1980 as Entry No. 811721 in Book 1357 at Page 468 of Official Records.
15. An easement over, across or through the land for gas transmission and incidental purposes, as granted to Mountain Fuel Supply Company, a corporation of the State of Utah by Instrument recorded May 28, 1980 as Entry No. 811727 in Book 1357 at Page 481 of Official Records.
16. Easement contained in Quit Claim Deed recorded October 30, 1980 as Entry No. 823235 in Book 1369 at Page 1689 of Official Records.
17. A Covenant and Agreement dated March 01, 1982 by and between Willow Creek Mobile Home Park and Ogden City, a municipal corporation recorded March 05, 1982 as Entry No. 853374 in Book 1399 at Page 86 of Official Records.
18. An Agreement executed July 26, 1982 by and between Ogden City Corporation and Alan D. Frandsen, owner of Willow Creek Mobile Home Park recorded September 02, 1982 as Entry No. 863500 in Book 1408 at Page 1414 of Official Records.
19. An easement over, across or through the land for communication and incidental purposes, as granted to The Mountain States Telephone and Telegraph Company, a Colorado corporation by Instrument recorded October 04, 1982 as Entry No. 865216 in Book 1410 at Page 728 of Official Records.
20. An easement over, across or through the land for gas transmission and incidental purposes, as granted to Mountain Fuel Supply Company, a corporation of the State of Utah by Instrument recorded November 16, 1982 as Entry No. 867803 in Book 1413 at Page 54 of Official Records.
21. Covenant and Agreement executed September 11, 1982, by and between the owner of Willow Creek Mobile Home Park and Ogden City, a municipal corporation recorded April 21, 1983 as Entry No. 878229 in Book 1423 at Page 612 of Official Records.
22. An easement over, across or through the land for gas transmission and incidental purposes, as granted to Mountain Fuel Supply Company, a corporation of the State of Utah by Instrument recorded November 16, 1983 as Entry No. 895213 in Book 1435 at Page 2347 of Official Records.
23. An easement over, across or through the land for communication and incidental purposes, as granted to The Mountain States Telephone and Telegraph Company, a Colorado corporation by Instrument recorded December 21, 1983 as Entry No. 897862 in Book 1438 at Page 55 of Official Records.

24. Matters which would be disclosed by an accurate survey of the property.
25. Rights of tenants, as tenants only, under existing unrecorded leases.