

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

12637546
10/16/2017 3:37:00 PM \$16.00
Book - 10609 Pg - 3384-3387
ADAM GARDINER
Recorder, Salt Lake County, UT
FIRST AMERICAN TITLE
BY: eCASH, DEPUTY - EF 4 P.

SOUTH STATION APARTMENTS LLC
67 SOUTH MAIN STREET 3RD FLOOR
LAYTON, UTAH 84041

SEND TAX NOTICES TO:
SOUTH STATION APARTMENTS LLC
67 SOUTH MAIN STREET 3RD FLOOR
LAYTON, UTAH 84041

(Tax Parcel # 26-24-200-023-0000, 26-24-257-002-0000, 26-24-257-001-0000, 26-24-200-022-0000)

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, 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 **SOUTH STATION APARTMENTS LLC**, a Utah limited liability company, with its principal office at 67 S. Main Street, 3rd Floor, Layton, Utah 84041 ("**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 the surface 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 the surface 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 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]

[SPECIAL WARRANTY DEED – Signature Page]

[SPECIAL WARRANTY DEED – Signature Page]

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

DATED: October 13, 2017

GRANTOR:

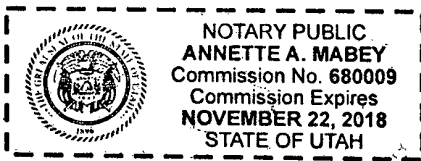
VP DAYBREAK OPERATIONS LLC,
a Delaware limited liability company

By: DAYBREAK COMMUNITIES LLC,
a Delaware limited liability company
Its: Project Manager

By: *Ty McCutcheon*
Name: Ty McCutcheon
Title: President & CEO

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On October 13, 2017, personally appeared before me, a Notary Public, Ty McCutcheon, the President & CEO of DAYBREAK COMMUNITIES LLC, a Delaware limited liability company, the Project Manager 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.

Annette A. Mabe
Notary Public in and for said State

My commission expires: 11/22/2018

[SEAL]

**EXHIBIT A
TO SPECIAL WARRANTY DEED**

Legal Description

Lot C-115, DAYBREAK SOUTH STATION PLAT 1 SUBDIVISION, AMENDING LOT T4 OF THE KENNECOTT MASTER SUBDIVISION #1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.