

12186874
12/11/2015 1:23:00 PM \$24.00
Book - 10386 Pg - 9112-9116
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN TITLE
BY: eCASH, DEPUTY - EF 5 P.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
DEED AND TAX STATEMENTS TO:

DB TRAIL CROSSING, LLC
1178 LEGACY CROSSING BLVD., SUITE 100
CENTERVILLE, UTAH 84014

APN: See Attached Legal Description
as Exhibit "A"

Above Space for Recorder's Use

SPECIAL WARRANTY DEED

KENNECOTT LAND COMPANY, a Delaware corporation, with its principal office at 4700 Daybreak Parkway, City of South Jordan, County of Salt Lake, State of Utah ("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 Grantor only to DB TRAIL CROSSING, LLC, a Delaware limited liability company ("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.

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

FIRST AMERICAN TITLE
OV# 05-574922

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.


[SIGNATURE ON NEXT PAGE]

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

DATED: December 10, 2015

GRANTOR:

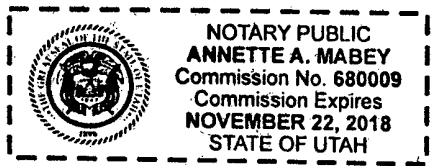
KENNECOTT LAND COMPANY,
a Delaware corporation

By: 
Name: M. MCCUTCHEON
Its: VICE PRESIDENT DAYANEAL

ACKNOWLEDGMENT

STATE OF UTAH)
)
) :ss.
)
COUNTY OF SALT LAKE)

On December 10th, 2015, personally appeared before me, a Notary Public, Ty McClutcheon, the Vice President Daybreak of KENNECOTT LAND COMPANY, a Delaware corporation, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he/she executed the above instrument on behalf of KENNECOTT LAND COMPANY, a Delaware corporation.



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 DEED

Legal Description

LOTS C-103, C-104, C-105, C-106, C-107, C-108 AND C-109 OF KENNECOTT DAYBREAK VILLAGE 7A PLAT 1, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDERS OFFICE.

Tax Parcel Nos. 26-24-353-004-0000, 26-24-353-005-0000, 26-24-353-006-0000, 26-24-353-007-0000, 26-24-353-008-0000, 26-24-353-009-0000, 26-24-353-001-0000