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7/31/2019 10:29:00 AM \$40.00  
Book - 10810 Pg - 1439-1442  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
OLD REPUBLIC TITLE DRAPER/OREM  
BY: eCASH, DEPUTY - EF 4 P.

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

York Howell & Guymon  
6405 S. 3000 E. Suite 150  
Salt Lake City, Utah 84121  
Attn: Daniel Dansie, Esq.

**AND SEND TAX NOTICES TO:**

Clayton Properties Group II, Inc.  
c/o Oakwood Homes of Utah, LLC  
206 E. Winchester Street  
Murray, Utah 84107  
Attn: Ryan Smith

APN: 26-23-376-002

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(Space Above for Recorder's Use Only)

**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 Grantor to **CLAYTON PROPERTIES GROUP II, INC.**, a Colorado corporation dba Oakwood Homes, with its principal office at 206 E. Winchester Street, Murray, Utah 84107 ("**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, 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, 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 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]*

[Oakwood Homes – Special Warranty Deed – Grantor Signature Page]

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

DATED: July 19, 2019

GRANTOR:

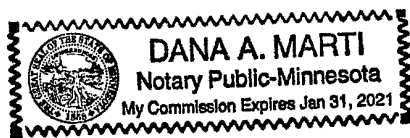
VP DAYBREAK OPERATIONS LLC,  
a Delaware limited liability company

By: [Signature]  
Name: Brendan N. Bosman  
Title: President

STATE OF ~~UTAH~~ Minnesota )  
                                          ) SS.  
COUNTY OF ~~SALT LAKE~~ Hennepin

On July 19, 2019, personally appeared before me, a Notary Public, Brendan N. Bosman, the President 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.



[Signature]  
Notary Public in and for said State

My commission expires: 1/31/2021

[SEAL]

**EXHIBIT A**

**File No.: 1935307JM**

**LEGAL DESCRIPTION**

Lot 100-A, DAYBREAK VILLAGE 7 SUBDIVISION AMENDED, AMENDING LOT 100 OF THE KENNECOTT DAYBREAK VILLAGE 7 SUBDIVISION AMENDING LOTS V7 AND T6 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder, State of Utah.

The following is for informational purposes only:  
Tax ID No. 26-23-376-002