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RASHELLE HOBBS
Recorder, Salt Lake County, UT
OLD REPUBLIC TITLE DRAPER/OREM
BY: eCASH, DEPUTY - EF 3 P.

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

AMH Development, LLC
30601 Agoura Road, Suite 200
Agoura Hills, CA 91301
Attention: Legal Department

19390416JM
Tax ID: 26-23-126-001, 26-23-127-001,
26-23-201-001 **SPECIAL WARRANTY DEED**

VP DAYBREAK INVESTCO 1 LLC, a Utah limited liability company, with its principal office at 11248 Kestrel Rise Road, Suite 201, South Jordan, Utah 84009, 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 the acts of Grantor only to **AMH DEVELOPMENT, 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, and (ii) 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 surface of the Land or 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.

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.

[Signatures on Following Page]

[AMH Development – SWD – Investco 1 Grantor Signature Page]

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

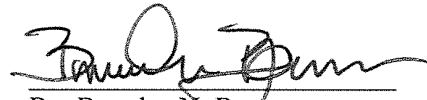
DATED: December 2, 2019

GRANTOR:

VP DAYBREAK INVESTCO 1 LLC,
a Utah limited liability company

By: VP Daybreak Holdings LLC,
a Delaware limited liability company
Its: Member

By: Värde Partners, Inc.,
a Delaware corporation
Its: Manager



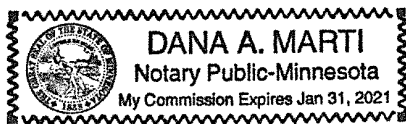
By: Brendan N. Bosman
Title: Managing Director

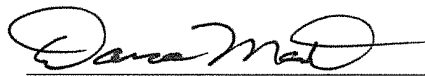
ACKNOWLEDGMENT

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

On December 2, 2019 personally appeared before me, a Notary Public, Brendan N. Bosman, the Managing Director of Värde Partners, Inc., a Delaware corporation, the Manager of VP Daybreak Holdings LLC, a Delaware limited liability company, the Member of VP DAYBREAK INVESTCO 1 LLC, a Utah 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 INVESTCO 1 LLC, a Utah limited liability company.

WITNESS my hand and official Seal.




Notary Public in and for said State

My commission expires: 1/31/2021

[SEAL]

Exhibit A to Deed

Legal Description

Daybreak South Mixed Use Plat 1

Beginning at the North Quarter Corner of Section 23, Township 3 South, Range 2 West, Salt Lake Base and Meridian, said point being South 89°56'03" East 7936.067 feet along the Daybreak Baseline South (Being South 89°56'03" East 21225.293 feet between the Southwest Corner of Section 22, T3S, R2W and the Southeast Corner of Section 19, T3S, R1W) and North 5281.288 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 89°58'54" East 25.862 feet along the North Line of the Northeast Quarter of said Section 23 to the West right-of-way line of Trocadero Avenue; thence along said West right-of-way line the following (3) courses: 1) South 211.912 feet to a point on a 532.000 foot radius tangent curve to the left, (radius bears East, Chord: South 16°46'44" East 307.157 feet); 2) along the arc of said curve 311.591 feet through a central angle of 33°33'29"; 3) South 33°33'29" East 150.281 feet to the Northerly right-of-way line of South Jordan Parkway; thence along said Northerly right-of-way line South 54°38'21" West 1002.300 feet to the Easterly right-of-way line of Kitty Hawk Road and a point on a 1170.000 foot radius non tangent curve to the right, (radius bears North 57°29'24" East, Chord: North 16°15'18" West 654.998 feet); thence along said Easterly right-of-way line the following (2) courses: 1) along the arc of said curve 663.868 feet through a central angle of 32°30'36"; 2) North 455.648 feet to the North right-of-way line of Copperhawk Drive; thence along said Copperhawk Drive West 11.500 feet to the West Line of Lot Z107 of the VP Daybreak Operations-Investments Plat 1; thence along said West Line North 126.510 feet to the North Line of the Northwest Quarter of said Section 23; thence along said North Line North 89°58'44" East 814.638 feet to the point of beginning.

Property contains **19.641 acres**.