

12657525  
11/13/2017 3:25:00 PM \$94.00  
Book - 10618 Pg - 9722-9726  
ADAM GARDINER  
Recorder, Salt Lake County, UT  
FIRST AMERICAN TITLE  
BY: eCASH, DEPUTY - EF 5 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

**SEND TAX NOTICES TO:**

OAKWOOD HOMES OF UTAH, LLC  
206 E. WINCHESTER STREET  
MURRAY, UTAH 84107  
ATTN: SAMUEL COLGAN

Tax Identification No. 26-23-326-010-0000; 26-23-300-003-0000

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**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 **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]*

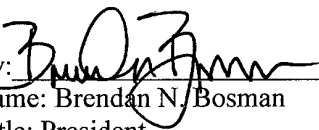
[Oakwood Homes – Special Warranty Deed – Signature Page]

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

DATED: November 9, 2017

**GRANTOR:**

VP DAYBREAK OPERATIONS LLC,  
a Delaware limited liability company

By:   
Name: Brendan N. Bosman  
Title: President

*[Acknowledgment on Following Page]*

[ACKNOWLEDGMENT]

STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF HENNEPIN )

On November 9, 2017, 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.



Dana Marti  
Notary Public in and for said State

My commission expires: 1/31/2021

[SEAL]

**EXHIBIT "A "**

Escrow No. **051-5843590 (VL)**

A.P.N.: **26-23-326-010-0000: 26-23-300-003-0000**

**Parcel 1:**

Lots 101 through 165, inclusive, Lot C-101 and Lots P-114 through P-121, of Daybreak Village 7 Plat 1 Subdivision Amending Lot 100 of the 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.

**Parcel 2:**

Beginning at an Easterly Corner of the Daybreak Village 7 Plat 1 Subdivision Amending Lot 100 of the 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 said point lies South 89°56'14" West 413.506 feet along the Section Line and North 1978.757 feet from the South Quarter Corner of Section 23, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along the boundary of said Daybreak Village 7 Plat 1 Subdivision the following (8) courses: 1) North 30°37'58" West 56.000 feet; 2) North 25°00'00" West 180.873 feet; 3) North 30°37'55" West 56.000 feet; 4) South 59°22'05" West 4.526 feet; 5) North 24°42'20" West 95.510 feet; 6) North 30°37'55" West 45.111 feet; 7) South 59°22'05" West 20.000 feet; 8) North 30°37'55" West 49.889 feet to the Northerly line of Lot 100 of the of the 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; thence along the boundary of said Lot 100 the following (10) courses: 1) North 59°22'05" East 362.007 feet to a point on a 200.000 foot radius tangent curve to the right, (radius bears South 30°37'55" East); 2) along the arc of said curve 67.671 feet through a central angle of 19°23'10"; 3) South 81°14'59" East 398.191 feet; 4) South 04°02'21" East 102.544 feet; 5) South 08°47'52" West 35.023 feet to a point on a 956.000 foot radius non tangent curve to the right, (radius bears North 82°18'55" West); 6) along the arc of said curve 17.780 feet through a central angle of 01°03'56"; 7) South 08°45'01" West 329.119 feet; 8) North 81°16'00" West 253.531 feet to a point on a 36.000 foot radius tangent curve to the left, (radius bears South 08°44'00" West); 9) along the arc of said curve 24.735 feet through a central angle of 39°21'59"; 10) South 59°22'02" West 232.285 feet to the point of beginning.

**Parcel 3:**

Beginning at the Southwest Corner of Lot 100 of the 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 said point lies South 89°56'14" West 1464.451 feet along the Section Line and North 1105.008 feet from the South Quarter Corner of Section 23, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along the boundary of said Lot 100 the following (4) courses: 1) North 04°40'39" West 67.764 feet to a point on a 781.000 foot radius tangent curve to the left, (radius bears South 85°19'21" West); 2) along the arc of said curve 179.160 feet through a central angle of 13°08'37"; 3) North 17°49'16" West 401.994 feet to a point on a 781.000 foot radius tangent curve to the left, (radius bears South 72°10'44" West); 4) along the arc of said curve 73.001 feet through a central angle of 05°21'20"; thence North 77°49'38" East 540.248 feet along the boundary of said Lot 100 and the boundary of Daybreak Village 7 Plat 1 Subdivision Amending Lot 100 of the 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; thence along the boundary of said Daybreak Village 7 Plat 1 Subdivision the following (8) courses: 1) North 62°38'34" East 31.000 feet; 2) South 25°00'00" East 111.321 feet; 3) North 65°00'00" East 16.725 feet; 4) North 62°38'34" East 99.897 feet; 5) South 27°21'26" East 84.180 feet; 6) South 25°00'00" East 472.000 feet; 7) South 65°00'00" West 204.954 feet; 8) South 25°00'00" East 56.000 feet to the Southerly line of said Lot 100; thence along said Lot 100 the following (3) courses: 1) South 65°00'00" West 267.148 feet to a point on a 228.000 foot radius tangent curve to the right, (radius bears North 25°00'00" West); 2) along the arc of said curve 99.484 feet through a central angle of 25°00'00"; 3) West 255.180 feet to the point of beginning.

13041065  
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.

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*[Signatures on Following Page]*

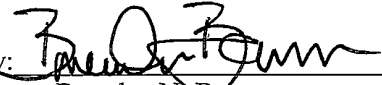
[Oakwood Homes – Special Warranty Deed – Grantor Signature Page]

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:**

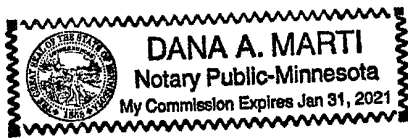
VP DAYBREAK OPERATIONS LLC,  
a Delaware limited liability company


By:   
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.



  
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

WHEN RECORDED, MAIL TO:

Clayton Properties Group II, Inc.  
dba Oakwood Homes  
206 East Winchester Street  
Murray, Utah 84107

Tax Parcel Nos. 58-035-0131  
FAT NCS-847549PH7

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**SPECIAL WARRANTY DEED**

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FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SUBURBAN LAND RESERVE, INC., a Utah corporation, as Grantor, grants, conveys and warrants, but only against Grantor's own actions and no other actions (or inactions) of any other party whatsoever, to CLAYTON PROPERTIES GROUP II, INC., a Colorado corporation, dba Oakwood Homes, as Grantee, with an address of 206 East Winchester Street, Murray, Utah 84107, the real property located in Utah County, Utah described as follows (the "Property"):

See attached Exhibit A, incorporated by reference to this document.

SUBJECT TO (i) current taxes and assessments; (ii) zoning laws; (iii) rules and regulations; (iv) all reservations, easements, covenants, conditions, restrictions, encumbrances, and other rights or interests of record; (v) all matters an accurate ALTA survey (with all "Table A" items shown, listed and/or described thereon) of the Property and/or a careful inspection of the Property would disclose or show; and (vi) all other rights of third parties enforceable at law or equity.

RESERVING specifically unto Grantor (which rights are not transferred to Grantee): (i) all water and water rights of any and all kinds, including (without limitation) shares of stock in water companies, (ii) all minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds, whether in solid, liquid or gaseous form, and all steam and other forms of thermal energy, on, in, or under the above-described Property, and (iii) all subsurface rights of any and all kinds to the extent not included in subsection (ii) above; provided, however, in all events Grantor does not reserve the right to use the Property or extract minerals or other substances from the Property above a depth of 500 feet, nor does Grantor reserve the right to use the surface of the Property in connection with the rights reserved herein.

THIS SPECIAL WARRANTY DEED shall constitute a bona fide division of land by deed in accordance with Utah Code Ann. § 10-9a-103(65)(c)(v), whereby this Special Warranty Deed (i) is made in anticipation of future land use approvals on the Property, (ii) does not confer any land use approvals, and (iii) has not been approved by the applicable land use authority for the Property.

[SIGNATURE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed to be effective the date of recording.

GRANTOR:

SUBURBAN LAND RESERVE, INC.  
a Utah corporation

By: *David Cannon*  
Name: David Cannon  
Its: President *DC*

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

On this 26 day of September 2022, before me personally appeared David Cannon, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he is the President of SUBURBAN LAND RESERVE, INC., a Utah corporation, and that the foregoing document was signed by him on behalf of said corporation in his capacity as President.



*Marilyn F. Nielson*  
Notary Public

## EXHIBIT A

## Legal Description of the Property

A parcel of land situated in the Southeast Quarter of Section 23, Township 5 South, Range 1 West, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at the intersection of the West Right-of-Way Line of Riverside Drive and the North Right-of-Way of Pony Express Parkway, said point also being a point on a 138.500 foot radius non tangent curve to the right, (radius bears North 64°54'31" West, Chord: South 52°40'19" West 128.250 feet), said point that lies North 89°57'40" West 1235.726 feet along the Section Line and North 2756.002 feet from the East Quarter Corner of Section 26, Township 5 South, Range 1 West, Salt Lake Base and Meridian and running thence along said Pony Express Parkway the following (3) courses: 1) along the arc of said curve 133.340 feet through a central angle of 55°09'40"; 2) North 89°59'57" West 108.500 feet to a point on a 1080.500 foot radius tangent curve to the left, (radius bears South 00°00'03" West, Chord: South 89°29'00" West 19.520 feet); 3) along the arc of said curve 19.520 feet through a central angle of 01°02'06"; thence North 486.651 feet; thence West 409.257 feet to a point on a 41.500 foot radius tangent curve to the left, (radius bears South, Chord: South 44°59'58" West 58.690 feet); thence along the arc of said curve 65.189 feet through a central angle of 90°00'03"; thence South 89°59'57" West 29.500 feet; thence North 00°00'03" West 181.001 feet; thence West 604.103 feet to the East Right-of-Way Line of Redwood Road; thence along said Redwood Road the following (4) courses: 1) North 00°02'14" East 339.841 feet; 2) North 00°24'29" West 173.550 feet; 3) North 01°17'53" West 173.550 feet; 4) North 01°03'25" West 76.857 feet; thence North 51°16'00" East 149.056 feet; thence East 420.305 feet; thence South 110.000 feet; thence East 54.148 feet; thence North 110.000 feet; thence East 515.000 feet; thence South 387.000 feet to a point on a 12.000 foot radius tangent curve to the left, (radius bears East, Chord: South 45°00'00" East 16.971 feet); thence along the arc of said curve 18.850 feet through a central angle of 90°00'00"; thence East 187.030 feet to a point on a 12.000 foot radius tangent curve to the left, (radius bears North, Chord: North 45°00'11" East 16.970 feet); thence along the arc of said curve 18.848 feet through a central angle of 89°59'37"; thence South 89°59'37" East 4.034 feet to said Riverside Drive; thence along said Riverside Drive South 00°00'13" West 1018.217 feet to the point of beginning.

Property contains 28.488 acres.