

12441130  
12/23/2016 1:37:00 PM \$19.00  
Book - 10514 Pg - 5323-5327  
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 TO:**

Midgley Investments, LLC  
7644 South State Street  
Midvale, Utah 84047  
Attention: Property Administration

**SEND TAX NOTICES TO:**

Midgley Investments, LLC  
7644 South State Street  
Midvale, Utah 84047  
Attention: Property Administration

(Tax Parcel Identification No(s): 26-15-100-01300000; 26-15-100-016-0000: 26-15-201-005-0000

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**SPECIAL WARRANTY DEED**

**VP DAYBREAK OPERATIONS LLC**, a Delaware limited liability company, with its principal office at 4700 Daybreak Parkway, 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 MIDGLEY INVESTMENTS, LLC, a Utah limited liability company, with its principal office at 7644 South State Street, Midvale, Utah 84047 ("**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, 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

574413|A

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 Next Page]

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

**DATED:** December 23 2016

**GRANTOR:**

VP DAYBREAK OPERATIONS LLC, a Delaware  
limited liability company

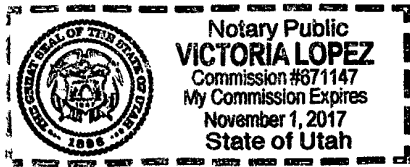
By   
Name: TM MCCUTCHEON  
Title: VICE PRESIDENT

**ACKNOWLEDGMENT**

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

On December 23, 2016, personally appeared before me, a Notary Public, Fy McCutcheon the Vice 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.



[Handwritten Signature]  
Notary Public in and for said State

My commission expires: 11-1-17

[SEAL]

**EXHIBIT "A"**

(Legal Description of the Property)

All of that certain real property located in Salt Lake County, State of Utah, being more particularly described as follows:

LOT C-119 AND LOT C-120, DAYBREAK COMMERCE PARK PLAT 4 AMENDING PARCEL A OF THE KENNECOTT DAYBREAK PARK PLAT 2 AND LOT B1 AND DRGRR PARCEL OF THE KENNECOTT MASTER SUBDIVISION #1, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER ON DECEMBER 23, 2016 AS ENTRY NO. 12440459 IN BOOK 2016P AT PAGE 340.

Tax Parcel Numbers: 26-15-100-013-0000, 26-15-100-016-0000 and 26-15-201-005-0000

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

Jennifer Ames  
1505 S. Redwood Rd.  
Salt Lake City, Utah 84101

**SENT TAX NOTICES TO:**

Jennifer Ames  
1505 S. Redwood Road  
Salt Lake City UT 84104

13598381  
3/15/2021 3:41:00 PM \$40.00  
Book - 111137 Pg - 725-728  
RASHELLE NOBBS  
Recorder, Salt Lake County, UT  
FIRST AMERICAN TITLE  
BY: eCASH, DEPUTY - EF 4 P.

This Deed is being re-recorded to add the interest of  
KWS Lot 5 – LLC, (31.0437%) a Utah limited liability  
company as a grantee that was erroneously missed on  
the first deed recorded March 15, 2021 as Entry No  
13598381 Book 111137 Page 725-728

Tax ID # 26-15-126-001-0000

**SPECIAL WARRANTY DEED**

Midgley investments, LLC, A Utah limited liability company, with its principal office at 7644 South State Street, Midvale, County of Salt Lake, State of Utah 84047 ("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 and undivided interest to Danville LLC (13.9763%), a Nevada limited liability company, Booda Properties LLC (13.9565%) a Nevada limited liability company, Tamarack LLC (9.7615%), a Nevada limited liability company, Nigel Properties LLC (7.6028%), a Nevada limited liability company, Joy Pritchard (10.2334%), an individual, Rick and Maria Urso (6.1117%), as joint tenants, Nico Properties, LLC (3.8712%), a Nevada limited liability company, American Trails Association, Inc. (2.7657%) a Nevada corporation, Landmark 15, LLC (0.6772%), a Utah limited liability company and KWS Lot 5 – LLC, a Utah limited liability company, (31.0437%) ("Grantees"), 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 right, 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.

Pursuant to that certain Special Warranty Deed dated December 23, 2016, and recorded in the records of the Salt Lake County Recorder's office on December 23, 2016, as Entry No. 12441130 in Book No. 10514 at page 5323-5327, the Land is subject to a prior reservation of (i) all oil, gas and minerals under or appurtenant to the Land, together with all rights to use or extract the same, except that the holder of said mineral estate does 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 the holder of such rights shall not have the right to enter upon or disturb the first 500 feet below the surface of the Land to use or extract

14070577 B: 11400 P: 1110 Total Pages: 5  
02/09/2023 09:42 AM By: ECarter Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: FIRST AMERICAN - SOUTH JORDAN  
10808 S RIVER FRONT PKWY STE 1SOUTH JORDAN, UT 840955961

the same, nor does the holder have the right to use the surface of the land in connection with the rights reserved herein.

Pursuant to the certain Amended and Restated Deed dated October 16, 2002, and recorded in the records of the Salt Lake County Recorder's office on December 2, 2002, as Entry No. 8442505 in Book No. 8695 at page 7730-7757, Grantee agree that the provision of Paragraph 10 of Exhibit B to said Deed

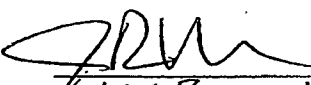
from Kennecott Utah Copper Corporation, as grantor, to OM Enterprises Company, as grantee, including, without limitation, the "Well Prohibition Covenant" [which prohibits drilling of water wells on the land] and the "Subsequent Transfer Covenant" [which requires that the Well Prohibition Covenant be 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.

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

DATED: 3-11-2021

GRANTOR:

MIDGLEY INVESTMENTS, a Utah limited liability company

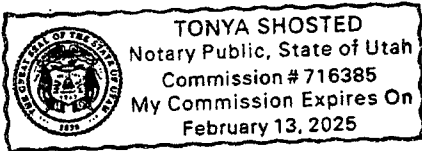
By   
Name: Jan Bryan Midgley  
Title: Manager

ACKNOWLEDGMENT

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

On March 11, 2021 personally appeared before me, a Notary Public, Joe Bryan Midgley  
the Mandary of MIDGLEY INVESTMENTS, 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 MIDGLEY  
INVESTMENTS, LLC, a Utah limited liability company.

WITNESS my hand and official Seal.



Tonya Shosted  
Notary Public in and for said State  
My commission expires: 2-13-25

[SEAL]



**EXHIBIT A  
TO SPECIAL WARRANTY DEED**

**Legal Description**

LOT C-119, DAYBREAK COMMERCE PARK PLAT 4 AMENDING PARCEL A OF THE  
KENNECOTT DAYBREAK PARK PLAT 2 AND LOT B1 AND DRGRR PARCEL OF THE  
KENNECOTT MASTER SUBDIVISION #1, ACCORDING TO THE OFFICIAL PLAT THEREOF  
RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER ON DECEMBER 23, 2016  
AS ENTRY NO. 12440459 IN BOOK 2016P AT PAGE 340

Tax Parcel No.: 26-15-126-001-0000

THE FOREGOING INSTRUMENT WAS RE-ACKNOWLEDGED BEFORE ME THIS 7<sup>th</sup>

DAY OF FEBRUARY 2023

Midgley Investments, a Utah limited liability Company

BY: [Signature]  
Name: JAY BRADAN MIDGLEY  
Title: MANAGER

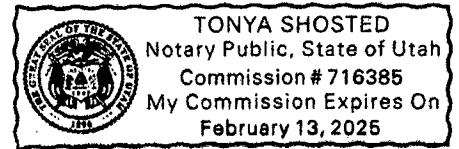
State of

County of

On the 7<sup>th</sup> day of February, 2023 Personally appeared before me, a Notary public J. Bryan Midgley the Manager of MIDGLEY INVESTMENTS, 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 MIDGLEY INVESTMENTS, LLC, a Utah limited liability company.

WITNESS my hand and official Seal.

[Signature]  
Notary Public in and for said State  
My commission expires 2-13-25



13768588  
9/9/2021 11:35:00 AM \$40.00  
Book - 11236 Pg - 2939-2942  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
FIRST AMERICAN TITLE  
BY: eCASH, DEPUTY - EF 4 P.

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL**

DEED TO: Nigel Properties  
1505 S. Redwood Road.  
Salt Lake City UT 84104

**SENT TAX NOTICES TO:**

Nigel Properties - 1505 S. Redwood Rd  
Salt Lake City UT 84104  
(Tax Identification No. 26-15-126-001-0000)

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**SPECIAL WARRANTY DEED**

**JOY PRITCHARD, an individual**, whose address is 27130 Los Laureles Grade Road, Carmel Valley, CA 93924 (“**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 **NIGEL PROPERTIES, LLC**, a Nevada limited liability company, with its principal office at 1505 S. Redwood Rd, Salt Lake City, Utah (“**Grantee**”), an undivided 2.7285% interest in certain land being more particularly described in Exhibit A attached hereto and incorporated herein by reference (it being specifically understood and acknowledged that that portion of the land conveyed from Grantor to Grantee herein, represents a 26.662693% of Seller’s 10.2334% undivided interest in the real property) (the “**Land**”), together with a proportionate and undivided share of (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.

Pursuant to that certain Special Warranty Deed dated December 23, 2016, and recorded in the records of the Salt Lake County Recorder’s office on December 23, 2016, as Entry No. 12441130 in Book No. 10514 at page 5323-5327, the Land is subject to a prior reservation of (i) all oil, gas and minerals under or appurtenant to the Land, together with all rights to use or extract the same, except that the holder of said mineral estate does 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 the holder of such rights 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 does the holder have the right to use the surface of the Land in connection with the rights reserved herein.

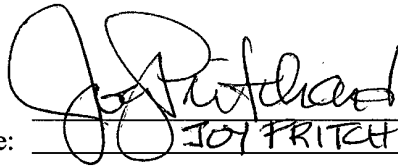
Grantor and Grantee agree that the provisions of Paragraph 10 of Exhibit B to that certain Deed dated October 16, 2002 from Kennecott Utah Copper Corporation, as grantor, to OM Enterprises Company, as grantee, recorded in the Official Records of Salt Lake County as Instrument No. 8442505, including, 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.

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

DATED: 09 04 2021

GRANTOR:

JOY PRITCHARD, an individual

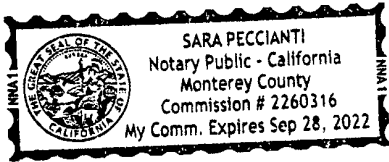
By   
Name: JOY PRITCHARD  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF California )  
COUNTY OF Monterey ) ) SS.

On Sept. 4, 2021, personally appeared before me, a Notary Public, Sara Peccianti,  
the Notary Public of JOY PRITCHARD, an individual, personally known or proved to  
me to be the person whose name is subscribed to the above instrument who acknowledged to me that she  
executed the above instrument.

WITNESS my hand and official Seal.



Sara Peccianti  
Notary Public in and for said State

My commission expires: 9/28/2022

[SEAL]

**EXHIBIT A  
TO SPECIAL WARRANTY DEED**

**Legal Description**

LOT C-119, DAYBREAK COMMERCE PARK PLAT 4 AMENDING PARCEL A OF THE  
KENNECOTT DAYBREAK PARK PLAT 2 AND LOT B1 AND DRGRR PARCEL OF THE  
KENNECOTT MASTER SUBDIVISION #1, ACCORDING TO THE OFFICIAL PLAT THEREOF  
RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER ON DECEMBER 23, 2016  
AS ENTRY NO. 12440459 IN BOOK 2016P AT PAGE 340

Tax Parcel No.: 26-15-126-001-0000

13788499  
10/1/2021 1:24:00 PM \$40.00  
Book - 11248 Pg - 1310-1313  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
FIRST AMERICAN TITLE  
BY: eCASH, DEPUTY - EF 4 P.

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL**

DEED TO: *KS California*  
*1505 So Redwood Rd*  
*Salt Lake City UT 84104*

SENT TAX NOTICES TO: *KS California*  
*1505 So Redwood Rd*  
*Salt Lake City UT 84104*  
(Tax Identification No. ~~20~~15-126-001-0000)

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**SPECIAL WARRANTY DEED**

**JOY PRITCHARD, an individual**, whose address is 27130 Los Laureles Grade Road, Carmel Valley, CA 93924 (“**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 **KS CALIFORNIA LAND LLC**, a Nevada limited liability company with its principal office at 1505 S. Redwood Rd., Salt Lake City, Utah (“**Grantee**”), an undivided 7.5049% interest in certain land being more particularly described in Exhibit A attached hereto and incorporated herein by reference (it being specifically understood and acknowledged that that portion of the land conveyed from Grantor to Grantee herein, represents a 73.337307% of Seller’s 10.2334% undivided interest in the real property) (the “**Land**”), together with a proportionate and undivided share of (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.

Pursuant to that certain Special Warranty Deed dated December 23, 2016, and recorded in the records of the Salt Lake County Recorder’s office on December 23, 2016, as Entry No. 12441130 in Book No. 10514 at page 5323-5327, the Land is subject to a prior reservation of (i) all oil, gas and minerals under or appurtenant to the Land, together with all rights to use or extract the same, except that the holder of said mineral estate does 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 the holder of such rights 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 does the holder have the right to use the surface of the Land in connection with the rights reserved herein.

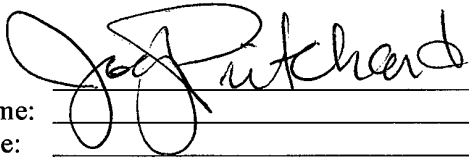
Grantor and Grantee agree that the provisions of Paragraph 10 of Exhibit B to that certain Deed dated October 16, 2002 from Kennecott Utah Copper Corporation, as grantor, to OM Enterprises Company, as grantee, recorded in the Official Records of Salt Lake County as Instrument No. 8442505, including, 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.

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

DATED: 9/4/2021

GRANTOR:

JOY PRITCHARD, an individual

By   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

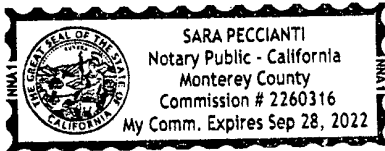


ACKNOWLEDGMENT

STATE OF California )  
COUNTY OF Monterey ) ) SS.

On Sept. 4, 2021, personally appeared before me, a Notary Public, Sara Peccianti,  
the Notary Public of JOY PRITCHARD, an individual, personally known or proved to  
me to be the person whose name is subscribed to the above instrument who acknowledged to me that she  
executed the above instrument.

WITNESS my hand and official Seal.



Sara Peccianti  
Notary Public in and for said State

My commission expires: Sept. 28, 2022

[SEAL]

**EXHIBIT A  
TO SPECIAL WARRANTY DEED**

**Legal Description**

LOT C-119, DAYBREAK COMMERCE PARK PLAT 4 AMENDING PARCEL A OF THE KENNECOTT DAYBREAK PARK PLAT 2 AND LOT B1 AND DRGRR PARCEL OF THE KENNECOTT MASTER SUBDIVISION #1, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER ON DECEMBER 23, 2016 AS ENTRY NO. 12440459 IN BOOK 2016P AT PAGE 340

Tax Parcel No.: 26-15-126-001-0000

**FORM OF SPECIAL WARRANTY DEED**

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

14072678 B: 11401 P: 1740 Total Pages: 5  
02/15/2023 02:03 PM By: tpham Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: FIRST AMERICAN - SOUTH JORDAN  
10808 S RIVER FRONT PKWY STE 1 SOUTH JORDAN, UT 840955961

SENT TAX NOTICES TO: *Freeport West Daybreak LLC*  
*5080 N 40th St #420, Phoenix AZ 85018*  
(Tax Identification No. 26-15-126-001-0000)

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**SPECIAL WARRANTY DEED**

**RICK AND MARIA URSO**, Joint tenants, 4416 East Cortez Street, Phoenix, Arizona, County of Maricopa, State of Arizona 85028 (“**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 a 6.1117% undivided interest to **FREEPORT WEST – DAYBREAK LLC**, a Nevada limited liability company, with its principal office at 1505 South Redwood Road, Salt Lake City, Utah 84104, (“**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.

Pursuant to that certain Special Warranty Deed dated December 23, 2016, and recorded in the records of the Salt Lake County Recorder’s office on December 23, 2016, as Entry No. 12441130 in Book No. 10514 at page 5323-5327, the Land is subject to a prior reservation of (i) all oil, gas and minerals under or appurtenant to the Land, together with all rights to use or extract the same, except that the holder of said mineral estate does 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 the holder of such rights 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 does the holder have the right to use the surface of the Land in connection with the rights reserved herein.

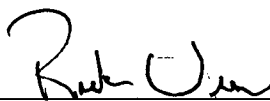
Grantor and Grantee agree that the provisions of Paragraph 10 of Exhibit B to that certain Deed dated October 16, 2002 from Kennecott Utah Copper Corporation, as grantor, to OM Enterprises Company, as grantee, recorded in the Official Records of Salt Lake County as Instrument No. 8442505, including, 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.

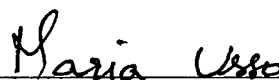
**IN WITNESS WHEREOF**, Grantor has caused its duly authorized representative to execute this instrument as of the date hereinafter written.

DATED: 2/13/23

GRANTOR:

RICK AND MARIA URSO, Joint tenants

By:   
Name: Rick Urso

By:   
Name: Maria Urso

ACKNOWLEDGMENT

STATE OF Arizona )  
 ) SS.  
COUNTY OF Maricopa )

On Feb. 13<sup>th</sup>, 2023, personally appeared before me, a Notary Public, RICK URSO, 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 RICK AND MARIA URSO, Joint Tenants.

WITNESS my hand and official Seal.



Shelley Kowaliski  
Notary Public in and for said State  
My commission expires: 3/14/26

[SEAL]

ACKNOWLEDGMENT

STATE OF Arizona )  
 ) SS.  
COUNTY OF Maricopa )

On Feb. 13<sup>th</sup>, 2023, personally appeared before me, a Notary Public, MARIA URSO, 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 RICK AND MARIA URSO, Joint Tenants.

WITNESS my hand and official Seal.

Shelley Kowaliski  
Notary Public in and for said State



[SEAL]

My commission expires: 3/14/26

**EXHIBIT A  
TO SPECIAL WARRANTY DEED**

LOT C-119, DAYBREAK COMMERCE PARK PLAT 4 AMENDING PARCEL A OF THE  
KENNECOTT DAYBREAK PARK PLAT 2 AND LOT B1 AND DRGRR PARCEL OF THE  
KENNECOTT MASTER SUBDIVISION #1, ACCORDING TO THE OFFICIAL PLAT THEREOF  
RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER ON DECEMBER 23, 2016  
AS ENTRY NO. 12440459 IN BOOK 2016P AT PAGE 340

Tax Parcel No.: 26-15-126-001-0000