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 11/26/2008 3:01:00 PM \$16.00  
 Book - 9661 Pg - 7941-7944  
 Gary W. Ott  
 Recorder, Salt Lake County, UT  
 FIRST AMERICAN TITLE  
 BY: eCASH, DEPUTY - EF 4 P.

**RECORDING REQUESTED BY:**

HOLMES HOMES, INC.

**AND WHEN RECORDED MAIL  
DEED AND TAX STATEMENTS TO:**

HOLMES HOMES, INC.  
 126 W. Segoe Lily Drive, Suite 250  
 Sandy, Utah 84070  
 Attn: Patrick H. Holmes

~~FIRST AMERICAN TITLE~~  
 CV# 5116388 SPECIAL WARRANTY DEED

**KENNECOTT LAND RESIDENTIAL DEVELOPMENT COMPANY**, a Delaware corporation, with its principal office at 4700 Daybreak Parkway, Utah, 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 **HOLMES HOMES, Inc., a Utah corporation** ("**Grantee**"), certain real property 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 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.

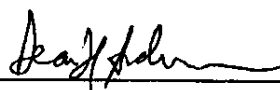
Grantor and Grantee agree that the provisions of Paragraph 10 of Exhibit B to that certain Deed dated October 16, 2002 from Kennecott Utah Copper Corporation, as grantor, to OM Enterprises Company, as grantee, recorded in the Official Records of Salt Lake County as Instrument No. 8442505, including,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

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

**DATED: November 26, 2008**

**GRANTOR:**

**KENNECOTT LAND RESIDENTIAL  
DEVELOPMENT COMPANY**  
a Delaware corporation

By:   
Name: Dean H. Anderson  
Its: Vice President Finance

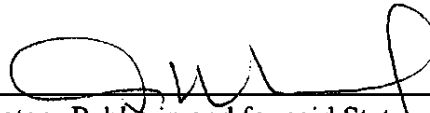
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ACKNOWLEDGMENT

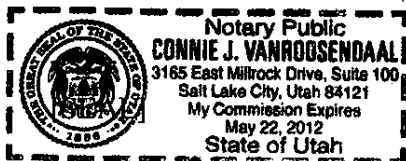
STATE OF UTAH )  
 ) SS.  
COUNTY OF SALT LAKE )

On November 26, 2008, personally appeared before me, a Notary Public, Dean H. Anderson, the Vice President Finance of **KENNECOTT LAND RESIDENTIAL DEVELOPMENT 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/she executed the above instrument on behalf of **KENNECOTT LAND RESIDENTIAL DEVELOPMENT COMPANY**.

WITNESS my hand and official Seal.

  
\_\_\_\_\_  
Notary Public in and for said State

My commission expires: 5.22.2012



**EXHIBIT A TO DEED**  
**Legal Description**

PARCEL A

Commencing at the North Quarter corner of Section 18, Township 3 South, Range 1 West, Salt Lake Base and Meridian (Basis of Bearing North 89°58'34" East - 2639.700 feet between the North Quarter and the Northeast Corner of said Section 18) and running South 89°57'12" West along the north line of Section 18 for 843.482 feet; thence South 00°02'48" West perpendicular to said section line for 945.122 feet to the POINT OF BEGINNING; thence with a non tangent curve to the left having a radius of 429.000 feet, whose center bears North 89°08'36" East, with a central angle of 57°05'30" (chord bearing and distance of South 29°24'09" East - 410.005 feet) for an arc distance of 427.472 feet; thence South 57°56'54" East for 61.183 feet; thence with a curve to the right having a radius of 6.500 feet, a central angle of 90°00'00" (chord bearing and distance of South 12°56'54" East - 9.192 feet) for an arc length of 10.210 feet; thence South 32°03'06" West for 213.500 feet; thence North 57°56'54" West for 276.417 feet; thence with a non-tangent curve to the left having a radius of 160.000 feet, whose center bears South 86°30'47" West, with a central angle of 74°58'34" (chord bearing and distance of North 40°58'30" West - 194.751 feet) for an arc length of 209.373 feet; thence North 00°00'00" East for 285.851 feet; thence North 90°00'00" East for 220.082 feet to the POINT OF BEGINNING.

Containing 3.3281 acres

Tax Parcel No. 27-18-129-019-0000