

11118461
1/19/2011 10:55:00 AM \$22.00
Book - 9899 Pg - 1916-1919
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN TITLE
BY: eCASH, DEPUTY - EF 4 P.

RECORDING REQUESTED BY:

SEGO DAYBREAK I, L.C.,

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

1028 East 140 North
Lindon, UT 84042
Attention: Wayne H. Corbridge

FIRST AMERICAN TITLE

CV# 535 8739

SPECIAL WARRANTY DEED

KENNECOTT LAND RESIDENTIAL DEVELOPMENT COMPANY, a Delaware corporation, with its principal office at 4700 Daybreak Parkway, South Jordan, 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 SEGO DAYBREAK I, L.C., a Utah 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 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 NEXT PAGE]

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

DATED: January 12, 2011

GRANTOR:

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

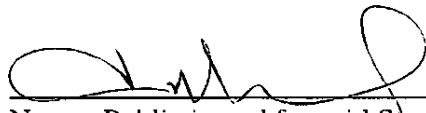
By: 
Name: Dean Anderson
Its: Vice President Finance

ACKNOWLEDGMENT

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

On January 12, 2011, personally appeared before me, a Notary Public, Dean 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

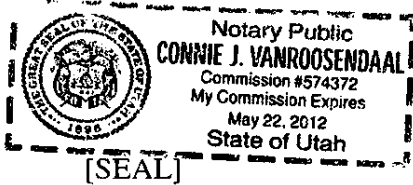


EXHIBIT A TO DEED

Legal Description

LOTS DESIGNATED AS TOWNHOME

Lots 110, 111, 112, 113, 114, 115 and 116 inclusive of that certain map plat entitled "Kennecott Daybreak VCI Multi Family #1 Amending Parcel A of the Kennecott Daybreak VCI Daycare Subdivision recorded on April 9, 2010, as Entry No. 10930466, Book 2010, at Page 64 of the Official Records of Salt Lake County, Utah.

Tax Parcel Nos. 27-19-158-006-0000, 27-19-158-007-0000, 27-19-158-008-0000, 27-19-158-009-0000, 27-19-158-010-0000, 27-19-158-011-0000 and 27-19-158-012-0000