

RECORDING REQUESTED BY:
HOLMES HOMES, INC.

12120384
8/26/2015 1:58:00 PM \$17.00
Book - 10356 Pg - 793-796
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN TITLE
BY: eCASH, DEPUTY - EF 4 P.

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

HOLMES HOMES, INC.
126 West Sego Lily Drive, Suite 250
Sandy, Utah 84070

SPECIAL WARRANTY DEED

DAYBREAK DEVELOPMENT COMPANY, FORMERLY KNOWN AS KENNECOTT LAND RESIDENTIAL DEVELOPMENT COMPANY, a Delaware corporation, with its principal office at 4700 Daybreak Parkway, South Jordan, Utah 84095, 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 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 grantees, 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: August 25, 2015

GRANTOR:

**DAYBREAK DEVELOPMENT COMPANY,
FORMERLY KNOWN AS KENNECOTT
LAND RESIDENTIAL DEVELOPMENT
COMPANY, a Delaware corporation**

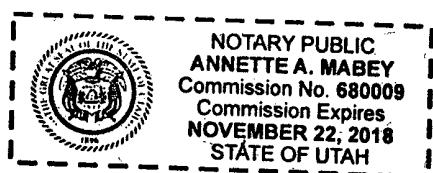
By: 
Name: Ty McCutcheon
Its: Vice President Daybreak

ACKNOWLEDGMENT

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

On August 25, 2015, personally appeared before me, a Notary Public, Ty McCutcheon, the Vice President of **DAYBREAK DEVELOPMENT COMPANY, FORMERLY KNOWN AS 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 executed the above instrument on behalf of **DAYBREAK DEVELOPMENT COMPANY, FORMERLY KNOWN AS KENNECOTT LAND RESIDENTIAL DEVELOPMENT COMPANY**.

WITNESS my hand and official Seal.



Annette A. Melby
Notary Public in and for said State
My commission expires: 11/22/2018

[SEAL]

Exhibit A to Deed

Legal Description

LOTS 111 AND 112, KENNECOTT DAYBREAK VILLAGE 4 WEST PLAT 1
SUBDIVISION, AMENDING LOT V2 AND V3 OF THE KENNECOTT MASTER
SUBDIVISION #1 AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF ON
FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Tax Parcel No. 26-13-426-018-0000