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5/15/2018 3:28:00 PM \$67.00  
Book - 10674 Pg - 7887-7890  
ADAM GARDINER  
Recorder, Salt Lake County, UT  
OLD REPUBLIC TITLE DRAPER/OREM  
BY: eCASH, DEPUTY - EF 4 P.

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

Chocolate Daybreak Towns, LLC  
c/o Chocolate Homes, LLC  
14051 Sage Hollow Drive  
Draper, UT 84020  
Attn: Ross Holliday

OM# 18784730m

**SPECIAL WARRANTY DEED**

**VP DAYBREAK OPERATIONS LLC**, a Delaware limited liability company, with its principal office at 11248 Kestrel Rise Rd, Suite 201, South Jordan, Utah 84009, 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 Chocolate Daybreak Towns, 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:** May 11 2018

**GRANTOR:**

**VP DAYBREAK OPERATIONS LLC,**  
a Delaware limited liability company

By: Daybreak Communities LLC,  
a Delaware limited liability company  
Its: Project Manager

By:   
Name: Ty McCutcheon  
Its: President & CEO



**EXHIBIT A**

File No.: 1828473JM

**LEGAL DESCRIPTION**

Lot 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 375, 376, 377, 378, 379, 380, 381, 382, 383, DAYBREAK VILLAGE 8 PLAT 3 AMENDING LOTS Z101, Z102, Z103 AND Z105 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1, ALSO AMENDING A PORTION OF DAYBREAK VILLAGE 8 PLAT 2 SUBDIVISION, ALSO AMENDING A PORTION OF KENNECOTT DAYBREAK VILLAGE 7 SUBDIVISION, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office.

(The following is for informational purposes only: Tax ID No. Parcel No(s): 26-23-307-011 and 26-23-307-010 and 26-23-307-009 and 26-23-307-008 and 26-23-307-007 and 26-23-307-006 and 26-23-307-005 and 26-23-307-004 and 26-23-307-003 and 26-23-307-002 and 26-23-307-001 and 26-23-153-040 and 26-23-153-039 and 26-23-153-038 and 26-23-153-037 and 26-23-153-036 and 26-23-153-035 and 26-23-153-034 and 26-23-153-033 and 26-23-153-032 and 26-23-153-031 and 26-23-153-025 and 26-23-153-026 and 26-23-153-027 and 26-23-153-028 and 26-23-153-029 and 26-23-153-030 and 26-23-153-023 and 26-23-153-022 and 26-23-153-021 and 26-23-153-020 and 26-23-153-019 and 26-23-153-018 and 26-23-153-017 and 26-23-153-016 and 26-23-153-015 and 26-23-153-013 and 26-23-153-012 and 26-23-153-011 and 26-23-153-010 and 26-23-153-009 and 26-23-153-008 and 26-23-153-007 and 26-23-154-001 and 26-23-154-002 and 26-23-154-003 and 26-23-154-004 and 26-23-154-005 and 26-23-154-009 and 26-23-154-008 and 26-23-154-007 and 26-23-154-006 )