

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

VP Daybreak Devco LLC
9350 South 150 East, Suite 140
Sandy, Utah 84070-2721
Attention: Tara B. Donnelly
169579-CPI
Tax ID: 26-22-179-011, 26-22-179-010

SPECIAL WARRANTY DEED

HOLMES HOMES, INC., a Utah corporation with its principal office at 126 West Segoe Lily Drive, Suite 250, Sandy, UT 84070, 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 **VP DAYBREAK DEVCO LLC**, a Delaware 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 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, Builder has caused its duly authorized representatives to execute this Agreement as of the date first written above.

“SELLER”

HOLMES HOMES, INC.
a Utah corporation



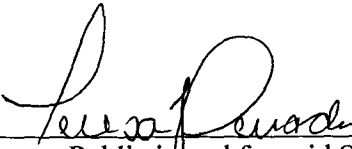
By: _____
Name: **DARON SMITH**
Its: **TREASURER**

ACKNOWLEDGMENT

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

On July 18, 2023, personally appeared before me, a Notary Public,
Daron Smith, the Treasurer of HOLMES
HOMES, INC. 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
HOLMES HOMES, INC.

WITNESS my hand and official Seal.



Notary Public in and for said State

My commission expires: 06-02-2026

[SEAL]

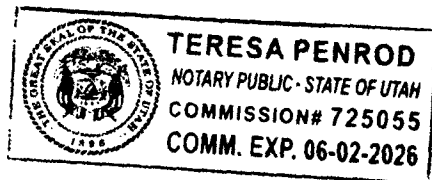


Exhibit A to Deed

Legal Description

Lots 170 and 171, DAYBREAK VILLAGE 12A PLAT 1, Amending Lot V5 of The Kennecott Master Subdivision #1 Amended and Lot Z101 of The VP Daybreak Operations-Investments Plat 1, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder on September 7, 2021 as Entry No. 13765628 in Book 2021P at Page 223.

Tax Id No.: 26-22-179-011 and 26-22-179-010