

**145209-CPI  
RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL  
DEED AND TAX STATEMENTS TO:**

13708136  
7/2/2021 4:17:00 PM \$40.00  
Book - 11201 Pg - 3673-3676  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 4 P.

PARKWOOD HOMES OF UTAH LLC  
352 Main Street, Suite 300  
Gaithersburg, MD 20878

**Tax ID: 27-19-131-004, 27-19-131-003, 27-19-111-004, 27-19-107-051, 27-19-107-050**

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**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 **PARKWOOD HOMES OF UTAH LLC.**, a Colorado 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.

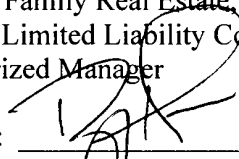
**[SIGNATURES ON NEXT PAGE]**

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

DATED: June 30<sup>th</sup>, 2021 GRANTOR:

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

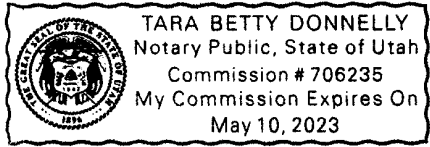
By: Miller Family Real Estate, L.L.C.  
a Utah Limited Liability Company  
Its: Authorized Manager

By:   
Name: Brad Holmes  
Its: President

**ACKNOWLEDGMENT**

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

On June 30<sup>th</sup>, 2021, personally appeared before me, a Notary Public, Brad Holmes, the President of Miller Family Real Estate, L.L.C., a Utah Limited Liability Company, the Project Manager of VP DAYBREAK OPERATIONS LLC, a Delaware limited liability 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 VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company.



[SEAL]

*Tara Betty Donnelly*  
NOTARY PUBLIC

Exhibit A to Deed

**Legal Description**

Lots 317, 318, 321, 333 and 334 of that plat map entitled "DAYBREAK LAKE ISLAND PLAT 3 AMENDING LOT A-6 OF THE KENNECOTT DAYBREAK OQUIRRH LAKE PLAT" recorded on March 13, 2020, as Entry No. 13216380, Book 2020P, at Page 54 of the Official Records of Salt Lake County, Utah.

148933-CPI

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

13787523  
9/30/2021 3:03:00 PM \$40.00  
Book - 11247 Pg - 5018-5021  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
INGEO SYSTEMS  
BY: eCASH, DEPUTY - EF 4 P.

PARKWOOD HOMES OF UTAH LLC  
352 Main Street, Suite 300  
Gaithersburg, MD 20878

**Tax ID: 27-19-131-002, 27-19-131-001, 27-19-107-055, 27-19-107-054, 27-19-131-009.**

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**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 **PARKWOOD HOMES OF UTAH LLC.**, a Colorado 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.

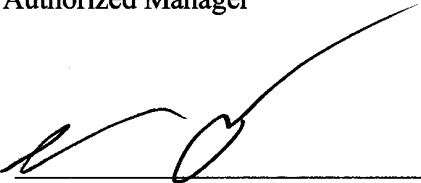
**[SIGNATURES ON NEXT PAGE]**

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

DATED: September 29, 2021 GRANTOR:

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

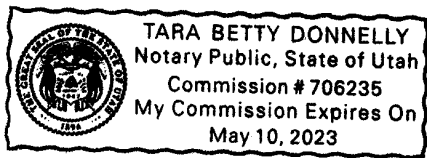
By: Miller Family Real Estate, L.L.C.  
a Utah Limited Liability Company  
Its: Authorized Manager

By:   
Name: Cameron Jackson  
Its: VP Residential Operations

**ACKNOWLEDGMENT**

STATE OF UTAH )  
 )  
 ) :ss.  
COUNTY OF SALT LAKE )

On September 23, 2021, personally appeared before me, a Notary Public, Cameron Jackson, the Vice President of Residential Operations for Miller Family Real Estate, L.L.C., a Utah Limited Liability Company, the Project Manager of VP DAYBREAK OPERATIONS LLC, a Delaware limited liability 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 VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company.



[SEAL]

*Tara Betty Donnelly*  
NOTARY PUBLIC

Exhibit A to Deed

**Legal Description**

Lots 319, 320, 329, 330 and 363 of that plat map entitled "DAYBREAK LAKE ISLAND PLAT 3 AMENDING LOT A-6 OF THE KENNECOTT DAYBREAK OQUIRRH LAKE PLAT" recorded on March 13, 2020, as Entry No. 13216380, Book 2020P, at Page 54 of the Official Records of Salt Lake County, Utah.



152372.CP1

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

13853638 B: 11286 P: 520 Total Pages: 4  
12/22/2021 02:19 PM By: ndarmiento Fees: \$40.00  
SWD- SPECIAL WARRANTY DEED  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.  
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

PARKWOOD HOMES OF UTAH LLC  
352 Main Street, Suite 300  
Gaithersburg, MD 20878

27-19-107-053, 27-19-107-052

27-19-131-006, 27-19-131-007

27-19-131-006

**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 PARKWOOD HOMES OF UTAH LLC, a Colorado 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: December 21, 2021 GRANTOR:

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

By: Miller Family Real Estate, L.L.C.  
a Utah Limited Liability Company  
Its: Authorized Manager

By: 

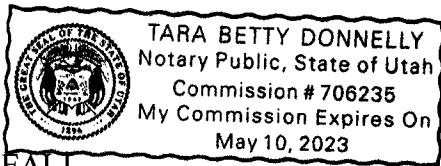
Name: Cameron Jackson

Its: VP Residential Operations

**ACKNOWLEDGMENT**

STATE OF UTAH )  
 )  
 ) :ss.  
COUNTY OF SALT LAKE )

On December 21, 2021, personally appeared before me, a Notary Public, Cameron Jackson, the Vice President of Residential Operations for Miller Family Real Estate, L.L.C., a Utah Limited Liability Company, the Project Manager of VP DAYBREAK OPERATIONS LLC, a Delaware limited liability 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 VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company.



[SEAL]

*Tara Betty Donnelly*  
NOTARY PUBLIC

Exhibit A to Deed

**Legal Description**

Lots 331, 332, 351, 361 and 362 of that plat map entitled "DAYBREAK LAKE ISLAND PLAT 3 AMENDING LOT A-6 OF THE KENNECOTT DAYBREAK OQUIRRH LAKE PLAT" recorded on March 13, 2020, as Entry No. 13216380, Book 2020P, at Page 54 of the Official Records of Salt Lake County, Utah.

155629-CPI

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

PARKWOOD HOMES OF UTAH LLC  
352 Main Street, Suite 300  
Gaithersburg, MD 20878

13922507 B: 11323 P: 1473 Total Pages: 4  
03/30/2022 02:38 PM By: bmeans Fees: \$40.00  
SWD- SPECIAL WARRANTY DEED  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: CSC ERECORDING  
919 N 1000 WLOGAN, UT 84321

**Tax ID: 27-18-381-010, 27-19-126-022, 27-18-385-003, 27-18-385-002 and 27-18-385-001**

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### **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 PARKWOOD HOMES OF UTAH LLC., a Colorado 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:** MARCH 29, 2022 **GRANTOR:**

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

By: Miller Family Real Estate, L.L.C.  
a Utah Limited Liability Company  
Its: Authorized Manager

By: Tara Donnelly  
Name: Tara Donnelly  
Its: Director of Residential Contracts and Closings

**ACKNOWLEDGMENT**

STATE OF UTAH )  
 )  
 ) :ss.  
COUNTY OF SALT LAKE )

On March 29, 2022, personally appeared before me, a Notary Public, Tara Donnelly, the Director of Residential Contracts and Closings for Miller Family Real Estate, L.L.C., a Utah Limited Liability Company, the Project Manager of VP DAYBREAK OPERATIONS LLC, a Delaware limited liability 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 VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company.

[SEAL]



  
NOTARY PUBLIC

Exhibit A to Deed

**Legal Description**

Lots 308, 309, 310, 311, and 312 of that plat map entitled "DAYBREAK LAKE ISLAND PLAT 3 AMENDING LOT A-6 OF THE KENNECOTT DAYBREAK OQUIRRH LAKE PLAT" recorded on March 13, 2020, as Entry No. 13216380, Book 2020P, at Page 54 of the Official Records of Salt Lake County, Utah.



159638-CPI

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

13970681 B: 11348 P: 7613 Total Pages: 4  
06/15/2022 04:09 PM By: jlucas Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.  
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

PARKWOOD HOMES OF UTAH, LLC  
352 Main Street, Suite 300  
Gaithersburg, MD 20878  
Tax ID(s): 26-22-403-011, 26-22-403-012

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**SPECIAL WARRANTY DEED**

**VP DAYBREAK DEVCO LLC**, a Delaware limited liability company, with its principal office at 9350 South 150 East, Suite 140, Sandy, Utah 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 **PARKWOOD HOMES OF UTAH LLC**, a Colorado 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:** June 14, 2022 **GRANTOR:**

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

By: Miller Family Real Estate, L.L.C.  
a Utah Limited Liability Company  
Its: Authorized Manager

By: Tara B. Donnelly  
Name: Tara B. Donnelly  
Its: Director of Residential Contracts and Closings

**ACKNOWLEDGMENT**

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

On June 14, 2022, personally appeared before me, a Notary Public, Tara B. Donnelly, the Director of Residential Contracts and Closings for Miller Family Real Estate, L.L.C., a Utah Limited Liability Company, the Project Manager of VP DAYBREAK DEVCO LLC, a Delaware limited liability 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 VP DAYBREAK DEVCO LLC, a Delaware limited liability company.



[SEAL]

*[Handwritten Signature]*  
NOTARY PUBLIC

Exhibit A to Deed

**Legal Description**

Lots 142 and 143 of that plat map entitled "DAYBREAK VILLAGE 9 PLAT 1 AMENDING LOT Z101 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1" recorded on June 6, 2022, as Entry No. 13964637, Book 2022P, at Page 133 of the Official Records of Salt Lake County, Utah.

159640-CPI

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

13977607 B: 11352 P: 5515 Total Pages: 4  
06/29/2022 04:13 PM By: dhummel Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.  
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

PARKWOOD HOMES OF UTAH LLC  
352 Main Street, Suite 300  
Gaithersburg, MD 20878

**Tax ID: 27-19-126-029, 27-19-126-021, 27-19-134-003, 27-19-134-002, 27-19-134-001**

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### **SPECIAL WARRANTY DEED**

**VP DAYBREAK OPERATIONS LLC**, a Delaware limited liability company, with its principal office at 9350 South 150 East, Suite 140, Sandy, Utah 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 **PARKWOOD HOMES OF UTAH LLC**, a Colorado 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:** June 17, 2022 **GRANTOR:**

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

By: Miller Family Real Estate, L.L.C.  
a Utah Limited Liability Company  
Its: Authorized Manager

By: Tara B. Donnelly  
Name: Tara B. Donnelly  
Its: Director of Residential Contracts and Closings



Exhibit A to Deed

**Legal Description**

Lots 371, 372, 376, 377, and 378 of that plat map entitled "DAYBREAK LAKE ISLAND PLAT 3 AMENDING LOT A-6 OF THE KENNECOTT DAYBREAK OQUIRRH LAKE PLAT" recorded on March 13, 2020, as Entry No. 13216380, Book 2020P, at Page 54 of the Official Records of Salt Lake County, Utah.



162055-CPI

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

14023462 B: 11376 P: 2891 Total Pages: 4  
09/30/2022 11:12 AM By: ggasca Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.  
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

PARKWOOD HOMES OF UTAH LLC  
Parkwood Homes of Utah, LLC  
PO Box 83910  
Gaithersburg, MD 20883

**Tax ID: 27-19-126-027, 27-19-126-028 and 27-19-134-004**

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### **SPECIAL WARRANTY DEED**

**VP DAYBREAK OPERATIONS LLC**, a Delaware limited liability company, with its principal office at 9350 South 150 East, Suite 140, Sandy, Utah 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 **PARKWOOD HOMES OF UTAH LLC**, a Colorado 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: September 26, 2022 GRANTOR:

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

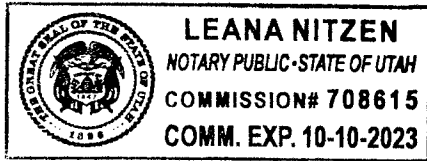
By: Miller Family Real Estate, L.L.C.  
a Utah Limited Liability Company  
Its: Authorized Manager

By: Tara B Donnelly  
Name: Tara B. Donnelly  
Its: Director of Residential Contracts and Closings

**ACKNOWLEDGMENT**

STATE OF UTAH )  
 )  
 ) :ss.  
COUNTY OF SALT LAKE )

On September 26, 2022, personally appeared before me, a Notary Public, Tara B. Donnelly, the Director of Residential Contracts and Closings for Miller Family Real Estate, L.L.C., a Utah Limited Liability Company, the Project Manager of VP DAYBREAK OPERATIONS LLC, a Delaware limited liability 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 VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company.



[SEAL]

*Tara B. Donnelly*  
\_\_\_\_\_  
NOTARY PUBLIC

Exhibit A to Deed

**Legal Description**

Lots 369, 370, and 375 of that plat map entitled “DAYBREAK LAKE ISLAND PLAT 3 AMENDING LOT A-6 OF THE KENNECOTT DAYBREAK OQUIRRH LAKE PLAT” recorded on March 13, 2020, as Entry No. 13216380, Book 2020P, at Page 54 of the Official Records of Salt Lake County, Utah