

10578207  
 12/12/2008 12:25:00 PM \$20.00  
 Book - 9664 Pg - 7872-7877  
 Gary W. Ott  
 Recorder, Salt Lake County, UT  
 TITLE WEST  
 BY: eCASH, DEPUTY - EF 6 P.

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

eBay Inc.  
 Att'n: Workplace Resources  
 2145 Hamilton Ave.  
 San Jose, CA 95125

(Portion of Tax Identification Nos. 26-15-100-009-4001 and 26-15-100-009-4002)

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**SPECIAL WARRANTY DEED**

**DAYBREAK COMMERCE PARK LLC**, a Utah limited liability company, with its principal office at 5295 South 300 West, Suite 475, Murray, 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 all who claim by, through, or under the Grantor to eBay Inc ("**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** the following reservations and the exceptions listed on Exhibit B attached hereto and incorporated herein by reference.

Grantor hereby reserves all geothermal resources and associated resources, including without limitation; all products of geothermal processes; indigenous steam, hot water and hot brines; steam and other gases, hot water and hot brines resulting from water, gas or other fluids artificially introduced into geothermal formations; heat or other associated energy found in geothermal formations; and any byproduct derived from any of them, including without limitation minerals found in solution or in association with geothermal steam or other geothermal resources; together with the right to utilize or extract the same; provided, however, that Grantor shall not use, disturb or occupy the surface of the Land or the surface of any land owned by Grantor within 500 feet of the perimeter of the Land (the "**Restricted Land**"), or the first 500 below the surface of the Land or the Restricted Land, in connection with utilizing or extracting such geothermal resources. In no event shall utilization or extraction of such geothermal resources by Grantor disturb Grantee's improvements on the Land or Grantee's use and enjoyment thereof. In addition, Grantor hereby reserves all existing water rights appurtenant to the Land which shall exclude surface or run-off water on or from the Land. In connection with the water rights reserved herein, Grantor shall not use, disturb, or occupy the surface of the Land or otherwise disturb Grantee's improvements on the Land or Grantee's use and enjoyment thereof.

TWE0002

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.

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

**DATED:** December 17, 2008      **GRANTOR:**

DAYBREAK COMMERCE PARK LLC,  
a Utah limited liability company

By Scott R. Kaufmann  
Name: Scott R. Kaufmann  
Title: Vice President Commercial Development

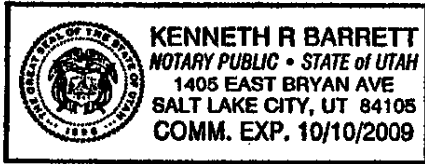
**APPROVED AS TO FORM** KRO

ACKNOWLEDGMENT

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

On December 10<sup>th</sup>, 2008, personally appeared before me, a Notary Public, Scott R. Kaufmann, the Vice President Commercial Development of DAYBREAK COMMERCE PARK LLC, 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 COMMERCE PARK LLC.

WITNESS my hand and official Seal.



*Kenneth R Barrett*  
Notary Public in and for said State

My commission expires: \_\_\_\_\_

[SEAL]

**EXHIBIT "A"**

Parcel 1:

Lot C-101, Kennecott Daybreak Commerce Park Plat 2 Amending Lots B1 & B2 of the Kennecott Master Subdivision #1 Amended, according to the Official Plat recorded December 10, 2008, as Entry No. 10577137, in Book 2008P of Plats, at Page 299, in the Official Records of the Salt Lake County Recorders Office.

Parcel 1A:

Easements contained in that certain Roadway Encroachment Agreement, dated December 4, 2008, Recorded December 10, 2008, as Entry No. 10577135, in book 9664, at Page 3628, in the Official Records of the Salt Lake County Recorders Office.

The following is shown for information purposes only: Part of 26-15-100-010-4001, 26-15-100-010-4002

**EXHIBIT B**  
**Reservation and Exceptions**

1. Taxes for the year 2008 have been paid. Part of 26-15-100-009-4001 and 26-15-100-009-4002.
2. Said property is included within the boundaries of South Jordan City, and is subject to the charges and assessments thereof.

Said property is included within the boundaries of South Valley Sewer District, and is subject to the charges and assessments thereof.

3. Ordinance No. 97-8 extending the corporate limits of South Jordan City and amending the South Jordan City Zoning Map  
Recorded: May 7, 1997  
Entry No.: 6638694  
Book/Page: 7661/1856
4. Ordinance No. 2007-04  
Recorded: November 13, 2007  
Entry No.: 10273003  
Book/Page: 9536/2921
5. EASEMENT AND CONDITIONS CONTAINED THEREIN:  
Grantor: Peter O'Brien  
Grantee: The Telluride Power Co.  
Dated: September 24, 1902  
Recorded: March 17, 1903  
Entry No.: 167664  
Book/Page: 6N/208
6. Agreement Regarding Daybreak Development and the terms, conditions and limitations contained therein:  
Recorded: November 19, 2007  
Entry No.: 10279353  
Book/Page: 9539/111
7. Master Development Agreement for the Kennecott Master Subdivision #1 Project and the terms, conditions and limitations contained therein:  
Recorded: March 26, 2003  
Entry No.: 8581557  
Book/Page: 8762/7103
8. Exceptions, reservations and easements contained in the following Deeds:  
Recorded: February 19, 2008  
Entry No.: 10350129  
Book/Page: 9571/747

Also Decd  
Recorded: December 4, 2001

Entry No.: 8080014  
Book/Page: 8536/682

And Amended and Restated Deed  
Recorded: August 23, 2002  
Entry No.: 8330941  
Book/Page: 8636/9160

And Amended and Restated Deed  
Recorded: December 2, 2002  
Entry No.: 8442505  
Book/Page: 8695/7730

Also Deed (Salt Lake County) and the terms, conditions and limitations contained therein”

Recorded: October 30, 2008  
Entry No.: 10552297  
Book/Page: 9655/3267

9. Any loss, claim, demand or expense arising by reason of the failure of the land described herein to comply with any applicable municipal ordinances or state statutes relating to subdivisions of land.
10. EASEMENT AND CONDITIONS CONTAINED THEREIN:  
Grantor: Kennecott Utah Copper Corporation, a Delaware Corporation  
Grantee: Salt Lake County Sewerage Improvement District No. 1, a body politic of State of Utah  
Dated: October 11, 1995  
Entry No: 6187190  
Book/Page: 7246/1880
11. South Jordan City Ordinance 2008-7 adopting the Daybreak Commerce Park Community Development Project Area Plan  
Recorded: October 31, 2008  
Entry No.: 10553416  
Book/Page: 9655/7841
12. Declaration of Covenants, Conditions, and Restrictions for Daybreak Commerce Park and the terms, conditions and limitations contained Dated December, 2008, and Recorded December 12, 2008 as Entry No. 10578186, in Book 9664, at Page 7696.
13. Matters as shown on the recorded subdivision plat recorded December 10, 2008 as Entry No. 10577137, in Book 2208P of Plats, at Page 299.
14. All Reservations contained in the Special Warranty Deed to which this Exhibit B is attached.