

## QUIT CLAIM DEED

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL  
QUITCLAIM DEED TO:  
South Jordan City  
1600 West Towne Center Drive  
South Jordan, UT 84095

11189240  
05/27/2011 01:57 PM \$0.00  
Book - 9927 Pg - 2527-2536  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SOUTH JORDAN  
1600 W TOWNE CENTER DR  
SOUTH JORDAN UT 84095-8265  
BY: JCR, DEPUTY - WI 10 P.

Parcel ID # 26-15-201-001

## QUIT CLAIM DEED

**DAYBREAK COMMERCE PARK LLC**, a Utah limited liability company, with its principal office at 4700 Daybreak Parkway, City of South Jordan, 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 **QUIT CLAIM** to **SOUTH JORDAN CITY**, a municipal corporation ("**Grantee**"), all right, title and interest in and to the real property including any improvements thereon, more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "**Property**") subject to current general taxes, easements, restrictions, rights-of-way and reservations appearing of record.

By accepting this Quit Claim Deed, Grantee for itself and its successors and assigns, acknowledges and agrees that the Property is being conveyed and transferred "**AS IS, WHERE IS, AND WITH ALL FAULTS**", specifically and expressly without any warranties, representations or guarantees, either express or implied, of any kind, nature or type whatsoever from or on behalf of the Grantor and its affiliates. Without limiting the generality of the foregoing, Grantee hereby waives, releases and forever discharges any and all claims that Grantee has, might have had or may have in the future against Grantor or any of Grantor's affiliates with respect to: the physical condition of the Property; title to the Property; hazardous conditions on or about the Property; damage to any improvements located on the Property; compliance with any environmental protection, pollution or land use laws, rules, regulations or requirements; or, any other conditions or state of facts which exist with respect to the Property, whether known or unknown.

Grantee hereby agrees to operate and/or use the Property in accordance with the terms and conditions of the Agreement for Water Tank Parcel attached hereto and incorporated herein as Exhibit B.

IN WITNESS WHEREOF, Grantor and Grantee have caused their duly authorized representatives to execute this instrument as of the date hereinafter written.

DATED: 5.18.11

GRANTOR:

DAYBREAK COMMERCE PARK LLC,  
a Utah limited liability company

By: Scott E. Kaufmann

Name: Scott E. Kaufmann

Title: Vice President Commercial Development

ACKNOWLEDGMENT

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

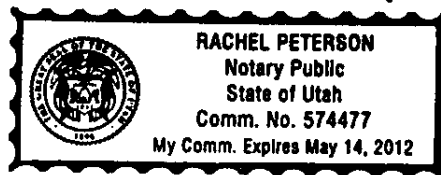
On May 18, 2011, personally appeared before me, a Notary Public, Scott Kaufmann, the Vice President of DAYBREAK COMMERCE PARK LLC personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument on behalf of DAYBREAK COMMERCE PARK LLC.

WITNESS my hand and official Seal.

Rachel Peterson  
Notary Public in and for said State

My commission expires: May 14, 2012

[SEAL]



DATED: 5-20-11

GRANTEE:

SOUTH JORDAN CITY,  
a municipal corporation

By: [Signature]

Name: Gary L. Whitcroft

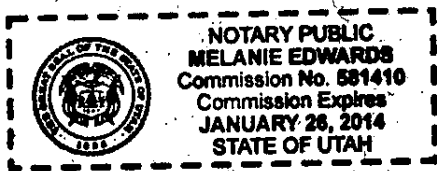
Title: Assistant City Manager

ACKNOWLEDGMENT

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

On May 20, 2011, personally appeared before me, a Notary Public, Gary L. Whitcroft, the Assistant City Manager of SOUTH JORDAN CITY 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 SOUTH JORDAN CITY.

WITNESS my hand and official Seal.



[Signature]  
Notary Public in and for said State

My commission expires: Jan 28, 2014

[SEAL]

**EXHIBIT A  
TO QUIT CLAIM DEED**

Lot C-102 of that certain map entitled "Kennecott Daybreak Commerce Park Plat 2 Amending Lots B1 & B2 of the Kennecott Master Subdivision #1 Amended" recorded on December 10, 2008 as Entry No. 10577137, in Book 2008P, at Page 299 of the Official Records of Salt Lake County.

## EXHIBIT B TO QUIT CLAIM DEED

### AGREEMENT FOR WATER TANK PARCEL

This Agreement for Water Tank Parcel (“**Agreement**”) is entered into this 18<sup>th</sup> day of MAY 2011, by and between South Jordan City, a municipal corporation (“**City**”), Daybreak Commerce Park LLC, a Utah limited liability company (“**DCP**”), and OM Enterprises Company, a Utah corporation (“**OME**”) with respect to the Property being quit claimed to the City by DCP pursuant to the Quit Claim Deed (“**Deed**”) of even date herewith to which this Agreement is attached. The “**Property**” is more particularly described on Schedule 1 attached hereto and incorporated herein by reference.

The City hereby acknowledges and agrees that DCP’s quit claim of the Property is conditioned on and subject to the terms and conditions of this Agreement. Further the City acknowledges that this Agreement shall survive the transfer of the Property and shall remain as a restriction on the Property, running with the land for the benefit of the master planned community commonly known as Daybreak and shall be enforceable by DCP and/or OME and their successors and assigns. This Agreement shall be enforceable for a period of seventy-five (75) years from the date of this Agreement.

1. Any capitalized terms used but not defined herein shall have the meaning given them in the Deed.
2. The City agrees to use the Property solely for the purpose of operating and maintaining the below finished grade water tank (“**Tank**”) located on the Property.
3. In the event that the Property is no longer used for operating and maintaining the Tank, OME shall have the right, in its sole discretion, to require the City to re-convey the Property to OME, or its designee. Upon notice from OME that it desires the City to re-convey the Property pursuant to this paragraph 3, the City shall execute a quit-claim deed in favor of OME or such other entity as OME may identify.
4. The Property, including the Tank and associated landscaping shall be subject to the design guidelines and other community covenant documents applicable to the master planned community commonly known as Daybreak (“**Daybreak**”) as they may exist now or as they may be modified or recorded in the future. Prior to the conveyance of the Property to the City, DCP agrees to initially install, or cause the installation of, minimal and reasonable landscaping and open space programming, hereinafter referred to as the “**Improvements**”, to reasonably control erosion, in, around and on top of the soils that cover the Property in accordance with the design guidelines. The City agrees to reasonably maintain such Improvements following such initial installation and conveyance of the Property to the City. . Any future material changes or modifications to the Improvements shall be subject to the design guidelines and other community

covenant documents applicable to Daybreak; and installed by DCP at DCP's cost; provided, however, that: (a) the City agrees to reasonably cooperate with DCP and/or its contractors to permit reasonable access to the Property, pursuant to a mutually agreeable encroachment permit or other mutually agreeable access agreement, to perform any such changes, modifications, or upgrades to the Improvements; and (b) the City agrees to reasonably maintain such changes, modifications, or upgrades to the Improvements once installed.

5. The City agrees that the gross acreage of the Property shall be credited to OME as "open space" under the PC Zone Ordinance and Master Development Agreement requirements for Daybreak.
6. The City acknowledges that the Property may be larger than is needed for the Tank and accompanying landscaping. The City agrees that the portions of the Property not utilized by the City for the purpose of the Tank and accompanying landscaping shall be immediately re-conveyed by quit-claim deed to OME or such other entity as OME may identify, in substantially the same conditions as when conveyed by DCP to the City. At OME's request, the City shall reasonably cooperate with OME and/or DCP in performing any subdivision or lot line adjustment required to effectuate any re-conveyance set forth in this Section 6, provided that OME and/or DCP shall prepare or cause to be prepared any requisite conveyance document(s) (e.g., quitclaim deed, etc.), or plat amendment (if necessary) for City's reasonable review, approval, execution and prompt delivery to OME or DCP, as applicable.
7. The City agrees that during operation and maintenance of the Tank, the City will take appropriate measures to minimize dust, noise or other disruptions to nearby residences and businesses.
8. The City hereby agrees to: (i) indemnify, defend and hold harmless OME and DCP, their affiliates and their respective directors, officers, employees, agents, and assigns from and against any claims, losses, damages, demands, liabilities, costs, expenses, actions and causes of action of every kind and nature whatsoever arising out of, in connection with and/or related to the Property, ownership of the Property by the City, and/or use of the Property by the City, its employees, agents or invitees, and (ii) assume all liability for and risk of any and all claims, losses, damages, demands, liabilities, costs, expenses, actions and causes of action of every kind and nature whatsoever arising out of, in connection with and/or related to the Property from and after the date hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

SOUTH JORDAN CITY,  
a municipal corporation

By: *Gary L. Whistcott*

Name: *Gary L. Whistcott*

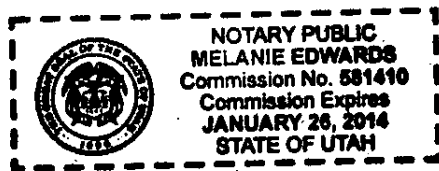
Title: *Assistant City Manager*

ACKNOWLEDGMENT

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

On *May 20, 2011*, personally appeared before me, a Notary Public, *Gary L. Whistcott*, the *Assistant City Manager* of SOUTH JORDAN CITY 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 SOUTH JORDAN CITY.

WITNESS my hand and official Seal.



*Melanie Edwards*  
Notary Public in and for said State

My commission expires: *Jan 26, 2014*

[SEAL]

**DAYBREAK COMMERCE PARK LLC,**  
a Utah limited liability company

By:     *Scott R. Kaufman*    

Name:     *Scott R. Kaufman*    

Title:     *Vice President Commercial Development*    

**ACKNOWLEDGMENT**

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

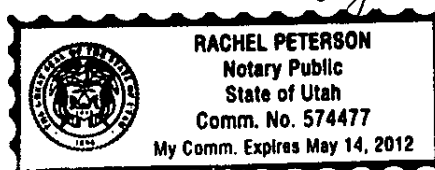
On     *May 18, 2011*    , personally appeared before me, a Notary Public,  
    *Scott Kaufmann*    , the     *Vice President*      
of DAYBREAK COMMERCE PARK LLC personally known or proved to me to be the  
person whose name is subscribed to the above instrument who acknowledged to me that  
he executed the above instrument on behalf of DAYBREAK COMMERCE PARK LLC.

WITNESS my hand and official Seal.

    *Rachel Peterson*      
Notary Public in and for said State

My commission expires:     *May 14, 2012*    

[SEAL]





**OM ENTERPRISES COMPANY,**  
a Utah corporation

By:           S.M.E. Kauf          

Name:           Scott E. Kaufmann          

Title:           Vice President Commercial Development          

**ACKNOWLEDGMENT**

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

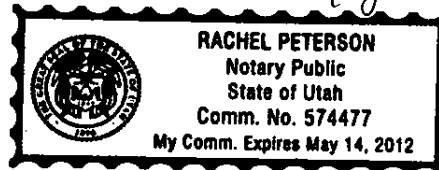
On           May 18, 2011          , personally appeared before me, a Notary Public,  
          Scott Kaufmann          , the           Vice President            
of OM ENTERPRISES COMPANY personally known or proved to me to be the person  
whose name is subscribed to the above instrument who acknowledged to me that he  
executed the above instrument on behalf of OM ENTERPRISES COMPANY.

WITNESS my hand and official Seal.

          Rachel Peterson            
Notary Public in and for said State

My commission expires:           May 14, 2012          

[SEAL]



SCHEDULE 1  
TO AGREEMENT FOR WATER TANK PARCEL

Lot C-102 of that certain map entitled "Kennecott Daybreak Commerce Park Plat 2 Amending Lots B1 & B2 of the Kennecott Master Subdivision #1 Amended" recorded on December 10, 2008 as Entry No. 10577137, in Book 2008P, at Page 299 of the Official Records of Salt Lake County.