

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

Jordan School District
Auxiliary Services
7387 South Campus View Drive
West Jordan, Utah 84084

(Tax Identification No.: 26-22-476-001)

173132-CPI

SPECIAL WARRANTY DEED

VP DAYBREAK DEVCO 2, INC., a Utah corporation, with its principal office at 9350 South 150 East Suite 900, Sandy, Utah 84070 ("**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 **BOARD OF EDUCATION OF JORDAN SCHOOL DISTRICT**, a body corporate and politic of the State of Utah, with its principal office at 7387 South Campus View Drive, West Jordan, Utah 84084 ("**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, (ii) any and all rights, privileges and easements appurtenant to the Land, and (iii) 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 surface and 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; 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; provided the reservation of geothermal rights by Grantor will not prohibit Grantee from installing and operating a ground source heat exchange system on the Land (similar to that installed at the Daybreak Elementary School site) to service the building improvements constructed on 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.

Grantor reserves the exclusive right to construct and operate, and to authorize the construction and operation, of commercial cellular, microwave and other wireless communication towers, antennas and related facilities ("**Commercial Wireless Facilities**") within the Daybreak master planned

community, as legally described in that certain Community Charter for Daybreak recorded on February 27, 2004 as Entry No. 8989518 in Book 88950 at Page 7784 in the official records of the Salt Lake County Recorder, Utah, as amended and supplemented from time to time, and that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Daybreak Village recorded on December 30, 2005, as Entry No. 9598233, in Book 9237, beginning at Page 5395 of the official records of the Salt Lake County Recorder, as amended and supplemented from time to time. Accordingly, Grantee agrees that the Land shall not be used for the construction or operation of Commercial Wireless Facilities; provided that nothing herein shall exclude Grantee's constructions, operation, and use of facilities for its own purposes. Such restriction shall run with the Land for the benefit of Grantor and its successors and assigns operating Commercial Wireless Facilities within Daybreak.

[Signatures on Following Page]

**EXHIBIT A
TO SPECIAL WARRANTY DEED**

Legal Description

Beginning at a point on the Northerly Right-of-Way Line of Meadow Grass Drive, said point lies South 89°56'37" East 3936.887 feet along the Daybreak Baseline Southwest (Being South 89°56'37" East 10583.405 feet between the Southwest Corner of Section 22, T3S, R2W and the Southeast Corner of Section 23, T3S, R2W) and North 711.588 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 516.892 feet to a point on a 195.000 foot radius tangent curve to the left, (radius bears West, Chord: North 06°14'59" West 42.456 feet); thence along the arc of said curve 42.540 feet through a central angle of 12°29'58"; thence North 12°29'58" West 73.937 feet; thence South 83°57'31" East 237.743 feet; thence South 06°02'29" West 248.185 feet to a point on a 330.000 foot radius tangent curve to the left, (radius bears South 83°57'31" East, Chord: South 01°49'25" West 48.539 feet); thence along the arc of said curve 48.583 feet through a central angle of 08°26'06"; thence South 02°23'38" East 307.809 feet to said Northerly Right-of-Way Line of Meadow Grass Drive; thence along said Meadow Grass Drive the following (3) courses: 1) South 87°36'22" West 25.313 feet; 2) North 85°16'08" West 40.311 feet; 3) South 87°36'22" West 135.644 feet to the point of beginning.