

## 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 )

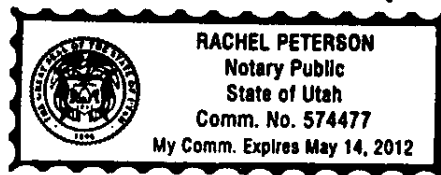
On May 18, 2011, personally appeared before me, a Notary Public, Scott Kaufmann, the Vice President of DAYBREAK COMMERCE PARK LLC personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument on behalf of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

Name: Gary L. Whitcroft

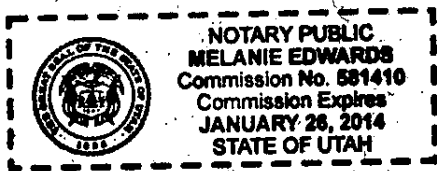
Title: Assistant City Manager

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.



*Melanie Edwards*  
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. Whitcraft*

Name: *Gary L. Whitcraft*

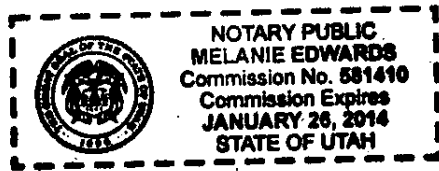
Title: *Assistant City Manager*

ACKNOWLEDGMENT

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

On *May 20, 2011*, personally appeared before me, a Notary Public, *Gary L. Whitcraft*, 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]







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.

9797197  
 07/31/2006 04:22 PM \$0.00  
 Book - 9329 Pg - 2527-2529  
 GARY W. OTT  
 RECORDER, SALT LAKE COUNTY, UTAH  
 SOUTH JORDAN  
 1600 W TOWNE CENTER DR  
 SOUTH JORDAN UT 84095-8265  
 BY: ZJM, DEPUTY - WI 3 P.

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

The City of South Jordan  
 1600 West Towne Center Drive  
 South Jordan City, Utah 84095

Tax Parcel #: 26-14-100-004-4002

**QUITCLAIM DEED**

**OM ENTERPRISES COMPANY**, a Utah corporation, 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 **QUITCLAIM** to **SOUTH JORDAN CITY**, a municipal corporation ("**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.

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

DATED: 7-26-06

GRANTOR:

**OM ENTERPRISES COMPANY,**  
a Utah corporation

By James Schulte  
Name: James Schulte  
Title: Vice President Long Range Planning

**ACKNOWLEDGMENT**

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

On 7.26.06, personally appeared before me, a Notary Public,  
James Schulte, the Vice President - Long Range Planning 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.

Natalie K. Alberico  
Notary Public in and for said State

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

[SEAL]



**EXHIBIT A TO DEED**

**Legal Description**

**Legal Description for Tank 5a Property (A portion of Tax Parcel # 26-14-100-004-4002):**

All of a certain parcel of land, designated for Tank Site 5A, said parcel located in the Northwest quarter of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Parcel No. B2A of the Kennecott Master Subdivision Plat #1; said parcel being more particularly described as follows:

Commencing at the Northwest corner of said Section 14; thence S 89° 36' 10" E along the north line of said section for 235.101 feet; thence S 00° W for 1791.112 feet to the POINT OF BEGINNING. Thence S 75° 50' 38" E for 346.107 feet; thence with a non-tangent curve to the left, having a radius of 855.000 feet, a central angle of 19° 06' 38" (chord bearing and distance of S 23° 57' 09" W, 283.860 feet) and an arc distance of 285.180 feet; thence N 75° 50' 38" W for 297.809 feet; thence N 14° 09' 22" E for 279.721 feet to the POINT OF BEGINNING.

Containing 2.0158 Acres.

Note: The above property description and area have been determined based on Modified State Plane Grid Coordinates as maintained by South Jordan City. To adjust lengths to "ground" lengths multiply by 1.00020192.