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3/21/2018 8:37:00 AM \$16.00  
Book - 10657 Pg - 3834-3837  
ADAM GARDINER  
Recorder, Salt Lake County, UT  
FIRST AMERICAN TITLE  
BY: eCASH, DEPUTY - EF 4 P.

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

BURBIDGE & WHITE, LLC  
102 South 600 East, Suite 600  
Salt Lake City, Utah 84111  
Attention: Paul D. Van Komen

**SENT TAX NOTICES TO:**

JORDAN SCHOOL DISTRICT  
Auxiliary Services  
7387 South Campus View Drive  
West Jordan, Utah 84084  
Attention: Scott Thomas

(Tax Identification No.: 26-23-151-002-0000)

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**SPECIAL WARRANTY DEED**

**VP DAYBREAK OPERATIONS LLC**, a Delaware limited liability company, with its principal office at 11248 Kestrel Rise Road, Suite 201, City of South Jordan, County of Salt Lake, State of Utah 84009 ("**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 **THE 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]*

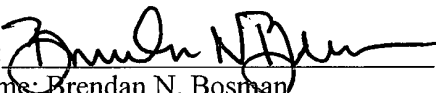
[Jordan School District – C-101 Special Warranty Deed – Grantor’s Signature Page]

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

DATED: March 16, 2018

**GRANTOR:**

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

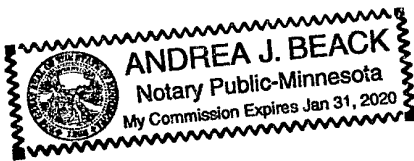
By:   
Name: Brendan N. Bosman  
Title: President

**ACKNOWLEDGMENT**

STATE OF MINNESOTA                    )  
  ) SS.  
COUNTY OF HENNEPIN                )

On March 16, 2018, personally appeared before me, a Notary Public, Brendan N. Bosman, the President 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.

WITNESS my hand and official Seal.





Notary Public in and for said State

My commission expires: Jan 31, 2020

[SEAL]

**EXHIBIT A  
TO SPECIAL WARRANTY DEED**

**Legal Description**

LOT C-101, DAYBREAK VILLAGE 8, VILLAGE 9 & VILLAGE 13 SCHOOL SITE  
SUBDIVISION AMENDING LOT V5 OF THE KENNECOTT MASTER SUBDIVISION #1  
AMENDED & LOTS Z101 & Z105 OF THE VP DAYBREAK OPERATIONS-  
INVESTMENTS PLAT 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE  
AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.