

NCS- 519503-A

WHEN RECORDED, RETURN TO:
Magna School Development, LLC
c/o Entheos Academy
4710 West 6200 South
Kearns, Utah 84118
Attn: Monty Hardy

11346880
3/8/2012 1:21:00 PM \$23.00
Book - 9997 Pg - 9678-9684
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 7 P.

Please mail tax notice to Grantee
at the address listed below

Tax Serial Nos. 14-21-426-001 & 14-21-401-003
Space above for County Recorder's Use

SPECIAL WARRANTY DEED

KENNECOTT UTAH COPPER LLC, a Utah limited liability company, Grantor, of 4700 W. Daybreak Parkway, Suite 3S, South Jordan, UT 84095, hereby conveys and warrants against all claiming by, through or under it to MAGNA SCHOOL DEVELOPMENT, LLC, a Utah non-profit corporation, Grantee, whose address is c/o Entheos Academy, 4710 West 6200 South, Kearns, Utah 84118, for the sum of Ten Dollars and other good and valuable consideration, the following described property ("Property") in Salt Lake County, Utah:

See Exhibit A attached hereto and made a part hereof.

SUBJECT TO (i) easements, restrictions and rights-of-way of record and other matters of record and all matters that a physical inspection or accurate survey of the property would disclose; (ii) property taxes and assessments for the year 2013 and thereafter; (iii) all federal, state and local zoning, building, subdivision, land sales, land use, ecology, environmental protection and other laws, ordinances rules and regulations of governmental authorities, including those of any and all regulatory agencies and administrative officials having or asserting jurisdiction over the Property; and (iv) all reservations, restrictions, encumbrances, easements, rights-of-way and possessory estates held by third parties (including leaseholds, licenses and adverse occupancies) which appear of record.

Grantor hereby reserves any and all mineral and subsurface rights of any kind whatsoever, and water and water rights, if any, however evidenced and whether or not appurtenant to the Property, relating to or connected with the Property, including stock in water companies.

Grantee accepts the Property in an "As-Is Where-Is With All Faults" in its present condition and state of repair, without representation or warranty of any kind or nature, and specifically excluding any warranties of merchantability or fitness for any particular purpose even if known to Grantor and Grantor disclaims any representations or warranties. Grantee hereby waives any and all rights to indemnification, express or implied, statutory or common law, it might otherwise have against Grantor relating to the condition of the Property.

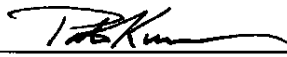
Grantee hereby covenants and agrees for itself, and its successors, transferees, and assigns that it will install and thereafter maintain a fence on the perimeter of the Property to limit and control access to Grantor's retained property located adjacent to the Property ("Grantor Retained Property"). The Grantor Retained Property is more particularly described on Exhibit B, which is attached hereto and incorporated herein. Such fencing shall be installed by Grantee at its sole cost and expense prior to the opening of a charter school on the Property or construction of any commercial or residential building on the Property. Grantee shall at its sole cost and expense maintain the fence in good condition and repair. The foregoing covenant is intended to run with and encumber the Property for the benefit of the Grantor Retained Property and be binding upon Grantee and inure to the benefit of Grantor and their respective successors and assigns. Grantee shall include in any deed, title or instrument conveying or transferring an interest in the Property provisions substantially similar to those contained in this paragraph, such that the transferee under such deed, title or instrument shall be bound by those provisions to the same extent as Grantee.

The parties expressly covenant and agree that the covenants and restrictions in this Special Warranty Deed shall run with the land, and be binding not only on Grantee, but on any successor in interest of Grantee, or any party taking title through Grantee. This Special Warranty Deed shall extend to and be binding upon, and every benefit and burden hereof shall inure to or apply against, the parties hereto and their respective successors and assigns.

Dated this 6TH day of March, 2012.

GRANTOR:

KENNECOTT UTAH COPPER LLC, a Utah limited liability company

By: 
Print Name: PATRICK KEENAN
Title: CFO

ACCEPTANCE

Grantee hereby accepts the Special Warranty Deed, and accepts, approves and agrees to each of the exceptions, reservations and covenants, and all other terms and conditions to which this Special Warranty Deed is expressly made subject.

MAGNA SCHOOL DEVELOPMENT, LLC, a Utah limited liability company

By: _____
Print Name: _____
Title: _____

Grantee hereby covenants and agrees for itself, and its successors, transferees, and assigns that it will install and thereafter maintain a fence on the perimeter of the Property to limit and control access to Grantor's retained property located adjacent to the Property ("Grantor Retained Property"). The Grantor Retained Property is more particularly described on Exhibit B, which is attached hereto and incorporated herein. Such fencing shall be installed by Grantee at its sole cost and expense prior to the opening of a charter school on the Property or construction of any commercial or residential building on the Property. Grantee shall at its sole cost and expense maintain the fence in good condition and repair. The foregoing covenant is intended to run with and encumber the Property for the benefit of the Grantor Retained Property and be binding upon Grantee and inure to the benefit of Grantor and their respective successors and assigns. Grantee shall include in any deed, title or instrument conveying or transferring an interest in the Property provisions substantially similar to those contained in this paragraph, such that the transferee under such deed, title or instrument shall be bound by those provisions to the same extent as Grantee.

The parties expressly covenant and agree that the covenants and restrictions in this Special Warranty Deed shall run with the land, and be binding not only on Grantee, but on any successor in interest of Grantee, or any party taking title through Grantee. This Special Warranty Deed shall extend to and be binding upon, and every benefit and burden hereof shall inure to or apply against, the parties hereto and their respective successors and assigns.

Dated this 6th day of March, 2012.

GRANTOR:

KENNECOTT UTAH COPPER LLC, a Utah
limited liability company

By: _____
Print Name: _____
Title: _____

ACCEPTANCE

Grantee hereby accepts the Special Warranty Deed, and accepts, approves and agrees to each of the exceptions, reservations and covenants, and all other terms and conditions to which this Special Warranty Deed is expressly made subject.

MAGNA SCHOOL DEVELOPMENT, LLC, a
Utah limited liability company

By: _____
Print Name: Jed Stevenson
Title: Manager

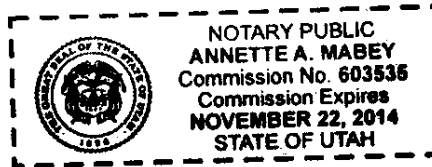
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 16 day of March, 2012, by Patrick Keenan, as CFO of KENNECOTT UTAH COPPER LLC, a Utah limited liability company.

Annette A Mabej
NOTARY PUBLIC
Residing at: Salt Lake County

My Commission Expires:

Nov 22, 2014



STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ___ day of March, 2012, by _____, as _____ of MAGNA SCHOOL DEVELOPMENT, LLC, a Utah limited liability company.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ___ day of March, 2012, by
_____, as _____ of KENNECOTT
UTAH COPPER LLC, a Utah limited liability company.

NOTARY PUBLIC

Residing at: _____

My Commission Expires:

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

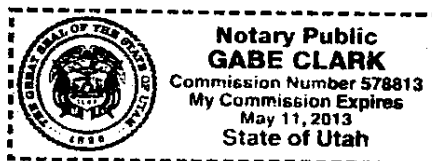
The foregoing instrument was acknowledged before me this 5th day of March, 2012, by
Ted Stevenson, as Manager of MAGNA SCHOOL
DEVELOPMENT, LLC, a Utah limited liability company.

NOTARY PUBLIC

Residing at: Hoggar, UT

My Commission Expires:

5/11/13



**EXHIBIT A
TO
SPECIAL WARRANTY DEED**

[Legal Description of the Property]

The real property referenced in the foregoing instrument as the Property is located in Salt Lake County, State of Utah, and is more particularly described as:

A FIVE ACRE PARCEL LOCATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE MERIDIAN; MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT NORTH 00°05'25" EAST ALONG THE EAST LINE OF SAID SECTION 21, 498.54 FEET AND NORTH 89°48'49" WEST 40.00 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 21, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°48'49" WEST 670.15 FEET; THENCE NORTH 00°05'25" EAST 325.00 FEET; THENCE SOUTH 89°48'49" EAST 670.15 FEET TO THE WESTERLY RIGHT OF WAY OF 7200 WEST (A PUBLIC ROAD); THENCE SOUTH 00°05'25" WEST ALONG SAID WESTERLY RIGHT OF WAY 325.00 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B
TO
SPECIAL WARRANTY DEED**

[Legal Description of the Grantor Retained Property]

The real property referenced in the foregoing instrument as the Grantor Retained Property is located in Salt Lake County, State of Utah, and is more particularly described as:

A PARCEL LOCATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; PARCEL IS A PORTION OF THE PARCEL LOCATED IN BOOK 6139 ON PAGE 2982 AND PARCEL 3 LOCATED IN BOOK 6189 PAGE 885 FOUND AT THE SALT LAKE COUNTY RECORDER'S OFFICE;

MORE PARTICULARLY DESCRIBED AS:

BEGINNING A POINT ON THE SOUTHERLY RIGHT OF WAY OF THE FREEWAY KNOWN AS PROJECT NO. 018-1 AND THE WESTERLY RIGHT OF WAY OF 7200 WEST, SAID POINT BEING SOUTH 00°05'25" WEST 558.10 FEET AND NORTH 89°56'56" WEST 40.00 FEET FROM THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 21, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE MERIDIAN, AND RUNNING THENCE SOUTH 00°05'25" WEST ALONG THE SAID WESTERLY RIGHT OF WAY OF 7200 WEST 1265.34 FEET; THENCE NORTH 89°48'49" WEST 670.15 FEET; THENCE SOUTH 00°05'25" WEST 325.00'; THENCE NORTH 89°48'49" WEST 1943.20 FEET TO THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE NORTH 00°20'04" EAST ALONG SAID WESTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 21, 825.00 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE SOUTH 89°48'49" EAST ALONG THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21, 662.46 FEET; THENCE NORTH 00°16'24" EAST 1157.81 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF SAID FREEWAY KNOWN AS PROJECT NO. 018-1, SAID POINT BEING ON A NON-TANGENT 5699.60 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID 5699.60 FOOT RADIUS CURVE 330.66 FEET, (CHORD BEARS SOUTH 89°46'42" EAST 330.62 FEET); THENCE SOUTH 00°14'35" WEST 1157.60 FEET TO THE SAID NORTHERLY LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21; THENCE SOUTH 89°48'49" EAST 331.23 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE NORTH 00°12'45" EAST ALONG THE WESTERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21 1123.07 FEET TO THE SAID SOUTHERLY RIGHT OF WAY OF SAID FREEWAY KNOWN AS PROJECT NO.018-1; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING FIVE (5) CALLS: COURSE 1: SOUTH 83°33'56" EAST 476.62 FEET TO A 447.53 FOOT RADIUS CURVE TO THE RIGHT; COURSE 2: ALONG SAID 447.53 FOOT RADIUS CURVE 219.60 FEET (CHORD BEARS SOUTH 69°30'22" EAST 217.40 FEET; COURSE 3: SOUTH 55°26'56" EAST 252.00 FEET TO A 507.46 FOOT RADIUS CURVE TO THE LEFT; COURSE 4: ALONG SAID 507.46 FOOT RADIUS CURVE 305.30 FEET (CHORD BEARS SOUTH 72°42'49" EAST 300.72 FEET; COURSE 5: SOUTH 89°56'56" EAST 110.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 3,557, 133.66 SF OR 81.66 ACRES