

10304999  
 12/20/2007 10:07:00 AM \$41.00  
 Book - 9550 Pg - 4364-4369  
 Gary W. Ott  
 Recorder, Salt Lake County, UT  
 FIRST AMERICAN TITLE  
 BY: eCASH, DEPUTY - EF 6 P.

**WHEN RECORDED RETURN TO AND  
 SEND SUBSEQUENT TAX BILLS TO:**

Daybreak Community Association, Inc.  
 5295 South 300 West, Suite 475  
 Murray, Utah 84107  
 Attention: *David Tami*

**ACCOMMODATION RECORDING ONLY  
 NO LIABILITY FOR CONTENT, TIME OR  
 EFFECT OF RECORDING OF DOCUMENT  
 IS ASSUMED HEREBY**

**GIFT DEED**

AGREED: \_\_\_\_\_

**KENNECOTT LAND RESIDENTIAL DEVELOPMENT COMPANY**, a Delaware corporation ("Grantor"), hereby quitclaims to **DAYBREAK COMMUNITY ASSOCIATION, INC.** ("Grantee"), all of its interest in the real property in Salt Lake County, State of Utah, as described on Exhibit A attached hereto and incorporated herein (the "Land"), **SUBJECT TO** all reservations contained in this Deed, all building codes and other applicable laws, ordinances and governmental regulations affecting the Land, all encumbrances of record, including those contained in that certain Community Charter for Daybreak, recorded on February 27, 2004 as Entry No. 8989518, in Book 8950, beginning at page 7784 of the official records of the Salt Lake County Recorder, as amended and/or supplemented (the "Community Charter"), and that certain Covenant for Community recorded on February 27, 2004 as Entry No. 8989517, in Book 8950, beginning at page 7722 of the official records of the Salt Lake County Recorder, as amended and/or supplemented and all easements, restrictions, rights-of-way, covenants or other property interests enforceable at law or in equity, shortages in area and all other matters that would be disclosed by an accurate survey or inspection of the Land, all unpaid taxes and assessments for the year 2007 and all subsequent years.

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, (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, and (iii) any and all pipes, drains, and ancillary equipment or fixtures constituting the storm water drainage system, infiltration basin and retention system that may run on, under or through 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 hereby retains and reserves all rights of "Founder" under the Community Charter, including but not limited to those in Chapter 13 of the Community Charter, with respect to easements and the power to grant easements to third parties. Grantor also retains and reserves

the right to grant any easement on, over or under the Land, or any portion thereof, to any private water company. Grantor reserves and retains an easement and right-of-way, in, on and over the Land for the purpose of construction, maintenance, repair, location, installation, inspection and operation of any improvements on the Land for the benefit of Grantee and its members, which easement shall terminate automatically with no further documentation on that date which is ten (10) years from the date hereof.

Grantee acknowledges that in the future Grantor may dedicate to South Jordan City (the "City") certain property to be used for parks and/or open spaces. If, during the "Founder Control Period" (as defined in the Community Charter), Grantor decides that the Land, or any portion thereof, be dedicated to the City for use as parks and/or open spaces for public access, and/or for public recreational trails on or across the Land (which would constitute a change in the development plan pursuant to Section 9.1 of the Community Charter), as soon as practicable Grantee shall transfer to Grantor such land pursuant to a special warranty deed, free of all encumbrances placed on such land by Grantee or during the period of Grantee's ownership, unless otherwise approved by Grantor in writing at the time of such transfer. For purposes of Section 9.1 of the Community Charter, such transfer of the Land shall be deemed to be a transfer of unimproved real property.

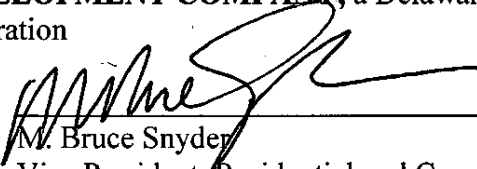
Grantor and Grantee agree that the Land shall be deemed "Common Area" under the Community Charter. Grantor and Grantee agree that during the Founder Control Period the Land shall be used exclusively by the residents of Daybreak and their guests and invitees. If, during the Founder Control Period, Grantor and Grantee determine that the Land (or any part thereof) shall be open to public access, Grantee shall allow public access to such land with restrictions as agreed to by Grantor and Grantee, or if requested by Grantor, Grantee shall record a perpetual public access easement, a conservation easement and/or such other document as Grantor requires, on or across such land for the benefit of the public and/or the City, such easement and/or document in form and substance acceptable to Grantor.

In the event the Land, or any portion thereof, ever ceases to be used for parks and/or open space for use by the residents of Daybreak during the Founder Control Period, and/or Grantee ever purports to transfer title to any entity other than Grantor or Grantor's affiliate during the Founder Control Period, fee title to such Land shall automatically revert to Grantor, free of all encumbrances placed on such land by Grantee or during the period of Grantee's ownership, unless otherwise approved by Grantor in writing at the time of such reversion.

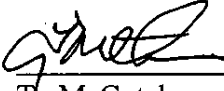
Grantee hereby agrees to indemnify, defend and hold harmless Grantor and its affiliates from any claims, losses, damages, demands, liabilities, costs, expenses, actions and causes of action of every kind and nature whatsoever arising out of, in connection with, and or related to the ownership, use, development, construction, and/or maintenance, repair or replacement of the Land and/or any improvements thereon, from and after the date hereof.

Witness, the hand of the duly authorized Grantor and Grantee, this December 17, 2007.

**KENNECOTT LAND RESIDENTIAL  
DEVELOPMENT COMPANY**, a Delaware  
corporation

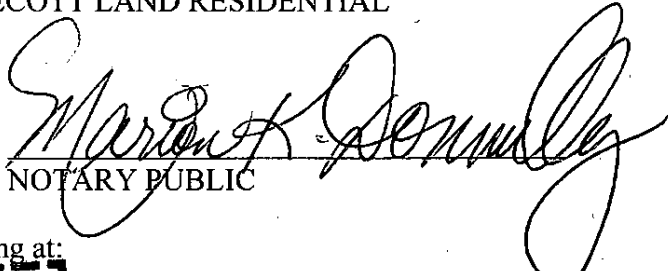
By:   
Its: M. Bruce Snyder  
Title: Vice President, Residential and Commercial  
Development

**DAYBREAK COMMUNITY ASSOCIATION,  
INC.**

By:   
Its: Ty McCutcheon  
Title: Treasurer

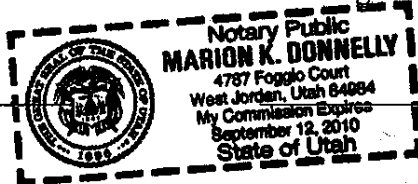
STATE OF UTAH )  
 ) :SS  
COUNTY OF SALT LAKE )

On 17 December, 2007 personally appeared before me, a Notary Public, M. Bruce Snyder, the Vice President, Residential and Commercial Development of KENNECOTT LAND RESIDENTIAL DEVELOPMENT 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 KENNECOTT LAND RESIDENTIAL DEVELOPMENT COMPANY.

  
NOTARY PUBLIC

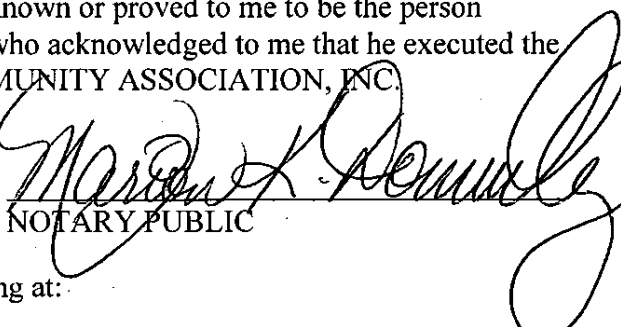
My Commission Expires:

Residing at:



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

On 17 December, 2007 personally appeared before me, a Notary Public, Ty MacIntosh, the Treasurer of DAYBREAK COMMUNITY ASSOCIATION, INC. 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 COMMUNITY ASSOCIATION, INC.

  
NOTARY PUBLIC

My Commission Expires:

Residing at:



**EXHIBIT A  
LEGAL DESCRIPTION**

**The following described real property situated in the Kennecott Daybreak Subdivision,  
Salt Lake County, Utah:**

<b>Founders Park Village Lots</b>	<b>Plat #</b>	<b>Park Name</b>	<b>Acreage</b>	<b>Square Footage</b>	<b>Tax ID</b>
O-106	Plat 1	11400 South Entry	1.46	63,598	27-19-255-001-0000
O-107	Plat 1	11400 South Entry	0.76	33,106	27-19-182-001-0000
O-108	Plat 1	Roundabout	0.58	25,265	27-19-181-001-0000
O-110	Plat 1	11400 South Entry	1.61	70,132	27-19-177-001-0000
O-111	Plat 1	11400 South Entry	0.53	23,087	27-19-253-003-0000
P-106	Plat 1	Linear Park North	3.30	143,748	27-19-331-001-0000
P-110	Plat 1	Linear Park	0.92	40,075	27-19-151-001-0000
P-112	Plat 2	Linear Park	0.46	19,860	27-19-151-002-0000
P-109	Plat 1	Crescent Park	0.79	34,412	27-19-334-001-0000
O-102	Plat 2	Roundabout 11800 South	0.50	21,780	26-24-276-001-0000
O-101	Plat 1	(adjacent to M-102) 11801 South	0.64	27,878	27-19-382-002-0000
O-102	Plat 1	(adjacent to M-101) 11802 South	0.43	18,731	27-19-383-002-0000
O-103	Plat 1	(adjacent to M-101)	2.55	111,078	27-19-383-003-0000
O-101	Plat 2	11800 South	0.64	27,878	27-19-356-001-0000
O-201	Plat 3	11801 South	1.06	46,174	27-19-358-014-0000
O-202	Plat 3	11802 South	1.15	50,094	26-24-480-047-0000
P-111	Plat 2	Hillside Park	6.11	266,152	27-19-304-001-0000
O-205	Plat 3	Hillside Park	7.00	304,920	26-24-478-001-0000
O-204	Plat 3	Hillside Park	2.19	95,396	26-24-476-021-0000

P-204	Plat 3	Central Park	1.96	85,378	26-24-482-001-0000
O-101	Plat 4	Hexford Way	0.09	4,028	26-24-432-011-0000
O-102	Plat 4	Hexford Way	0.05	2,084	26-24-432-051-0000