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3/21/2018 8:40:00 AM \$18.00
Book - 10657 Pg - 3877-3880
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.: 26-22-401-002-0000)

SPECIAL WARRANTY DEED

VP DAYBREAK INVESTMENTS 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-102 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 INVESTMENTS LLC,
a Delaware limited liability company

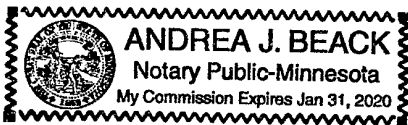
By: 
Name: Brendan N. Bosman
Title: President

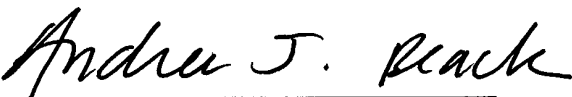
ACKNOWLEDGMENT

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 INVESTMENTS 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 INVESTMENTS 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-102, 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.

**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]

[JSD Land Exchange – Devco 2 to JSD Special Warranty Deed]

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

DATED: January 23, 2024

GRANTOR:

VP DAYBREAK DEVCO 2, INC.,
a Utah corporation

By: Tara B. Donnelly
Name: Tara B. Donnelly
Its: Director of Residential Land Sales

ACKNOWLEDGMENT

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

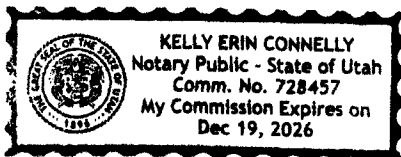
On January 23, 2024, personally appeared before me, a Notary Public, Tara Donnelly, the Director of Residential Land Sales of VP DAYBREAK DEVCO 2, INC., a Utah corporation, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that she executed the above instrument on behalf of VP DAYBREAK DEVCO 2, INC., a Utah corporation.

WITNESS my hand and official Seal.

[Signature]
Notary Public in and for said State

My commission expires: Dec 19, 2026

[SEAL]



**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.

173130-CPI

WHEN RECORDED RETURN TO:

14199888 B: 11469 P: 2671 Total Pages: 4
01/31/2024 02:33 PM By: ECarter Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

BOARD OF EDUCATION OF JORDAN SCHOOL DISTRICT

7387 S. Campus View Drive

West Jordan, Utah 84084

Attention: Tracy J. Miller

QUITCLAIM DEED

SOUTH JORDAN CITY, a Utah municipal corporation (“**Grantor**”), hereby quitclaims to **BOARD OF EDUCATION OF JORDAN SCHOOL DISTRICT**, a governmental entity (“**Grantee**”), for the sum of TEN AND 00/100 DOLLARS (\$10.00), all of its interest, if any, in the real property in Salt Lake County, State of Utah, as described and depicted on **Exhibit A** attached hereto and incorporated herein (the “**Property**”).

THE PROPERTY IS CONVEYED SUBJECT TO ALL COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD.

[Signatures on following page]

Witness, the hand of the duly authorized Grantor, this JAN 30, 2024.

SOUTH JORDAN CITY,
a Utah municipal corporation

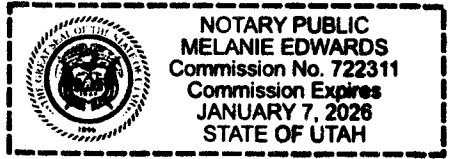
By: *Dustin Lewis*
Name: DUSTIN LEWIS
Its: CITY MANAGER

ACKNOWLEDGMENT

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

On JAN 30, 2024, personally appeared before me, DUSTIN LEWIS, the CITY MANAGER of SOUTH JORDAN CITY, a Utah municipal corporation, 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, a Utah municipal corporation.

WITNESS my hand and official Seal.



Melanie Edwards

Notary Public in and for said State

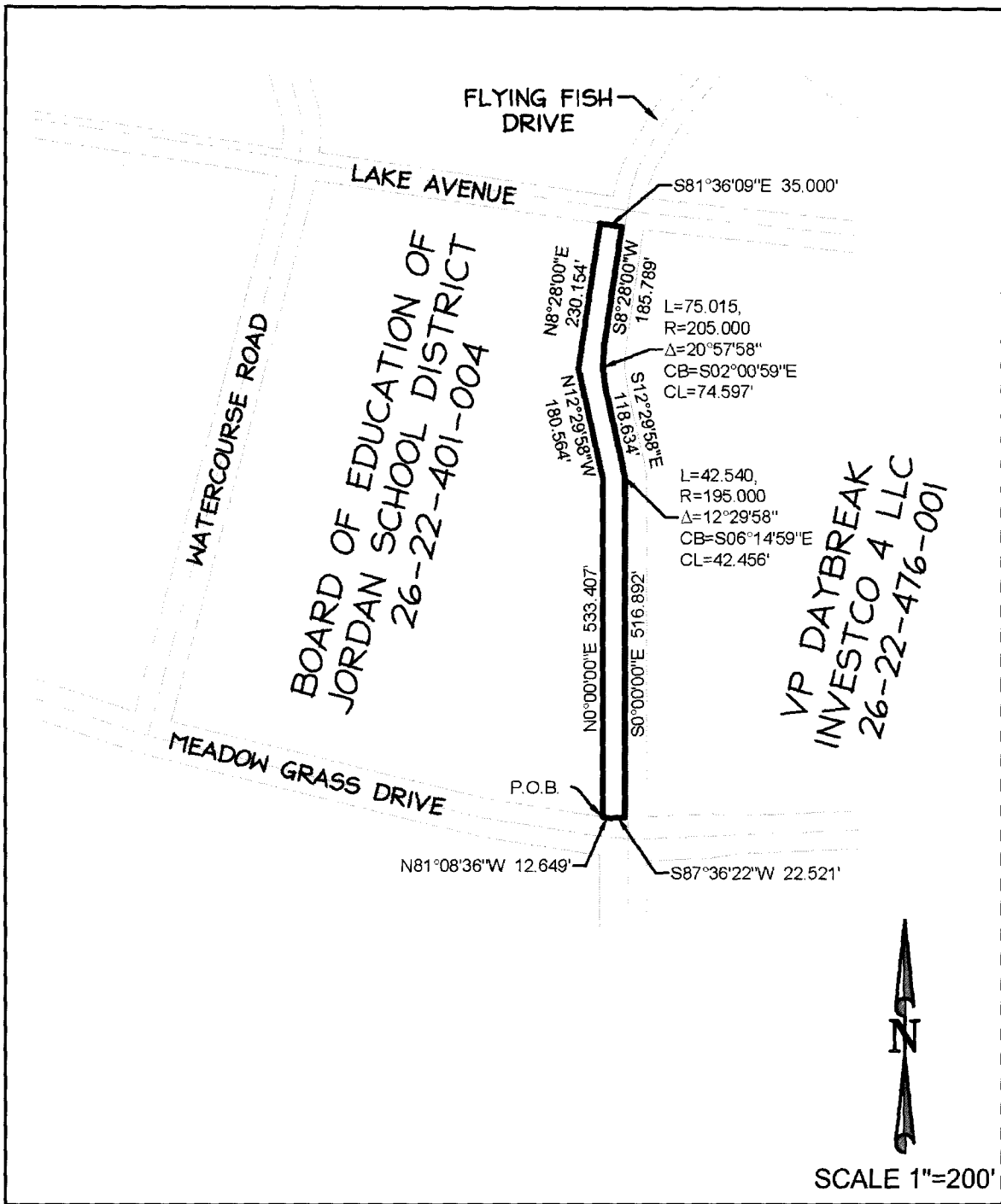
My commission expires: JAN 7, 2026


[SEAL]

Exhibit A

Beginning at the Southeast Corner of Lot C-102 of the Daybreak Village 8, Village 9 & Village 13 School Sites Subdivision, said point also being the intersection of the Northerly Right-of-Way Line of Meadow Grass Drive and the Westerly Right-of-Way Line of Flying Fish Drive, said point lies South $89^{\circ}56'37''$ East 3901.887 feet along the Daybreak Baseline Southwest (Being South $89^{\circ}56'37''$ East 10583.405 feet between the Southwest Corner of Section 22, T3S, R2W and the Southeast Corner of Section 23, T3S, R2W) and North 712.560 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Flying Fish Drive the following (3) courses: 1) North 533.407 feet; 2) North $12^{\circ}29'58''$ West 180.564 feet; 3) North $08^{\circ}28'00''$ East 230.154 feet to the Southerly Right-of-Way Line of Lake Avenue; thence along said Lake Avenue South $81^{\circ}36'09''$ East 35.000 feet; thence South $08^{\circ}28'00''$ West 185.789 feet to a point on a 205.000 foot radius tangent curve to the left, (radius bears South $81^{\circ}32'00''$ East, Chord: South $02^{\circ}00'59''$ East 74.597 feet); thence along the arc of said curve 75.015 feet through a central angle of $20^{\circ}57'58''$; thence South $12^{\circ}29'58''$ East 118.634 feet to a point on a 195.000 foot radius tangent curve to the right, (radius bears South $77^{\circ}30'02''$ West, Chord: South $06^{\circ}14'59''$ East 42.456 feet); thence along the arc of said curve 42.540 feet through a central angle of $12^{\circ}29'58''$; thence South 516.892 feet; thence South $87^{\circ}36'22''$ West 22.521 feet; thence North $81^{\circ}08'36''$ West 12.649 feet to the point of beginning.

Property contains 0.759 acres, 33068 square feet.



 <p>PERIGEE CONSULTING CIVIL • STRUCTURAL • SURVEY</p> <p>8000 SOUTH 1300 WEST, SUITE 200 SOLVAY, UT 84404 TEL: 801.461.0811 FAX: 801.461.0812</p> <p>1000 WEST JORDAN, UT 84088 WWW.PERIGEECONSULTING.COM</p>	<p align="center">JSD RIGHT-OF-WAY VACATION EXHIBIT VILLAGE 15 PLAT 1</p> <p align="center">PREPARED FOR: MILLER FAMILY REAL ESTATE</p>
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N:\00182 Daybreak\Cadd\Survey\Master\V15P1\Exhibit\2024-01-16 V15P1 Split ROW Vacation Exhibit.dwg, 1/17/2024 7:25:47 AM, DWG To PDF.pc3