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4/2/2009 12:25:00 PM \$18.00  
Book - 9705 Pg - 6811-6815  
Gary W. Ott  
Recorder, Salt Lake County, UT  
FOUNDERS TITLE  
BY: eCASH, DEPUTY - EF 5 P.

**When Recorded, Return To:**

Kirton & McConkie  
Attn: Joel D. Wright  
60 East South Temple Suite 1800  
Salt Lake City, Utah 84145-0120

Tax Parcel No. 33-07-301-001

(Space above for Recorder's use only)

**SPECIAL WARRANTY DEED**

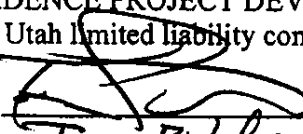
FOR THE SUM OF TEN DOLLARS and other good and valuable consideration received, PROVIDENCE PROJECT DEVELOPMENT, LLC, a Utah limited liability company ("Grantor"), whose address is 6900 South 900 East, Suite 200, Cottonwood Heights, Utah 84047, hereby conveys and warrants, against all claiming by, through, or under Grantor, to PROVIDENCE HALL, a Utah non-profit corporation ("Grantee"), whose address is 4795 W. Mt. Ogden Peak Drive, Herriman, Utah 84096, the following described property situated in Salt Lake County, Utah, to wit:

See Exhibit A annexed hereto and incorporated herein by this reference (the "Property");

TOGETHER WITH all and singular the easements, tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining to the Property, including, but not limited to, all: (i) buildings, structures, fixtures, signs, and other improvements and landscaping of every kind and nature presently situated on, in, under or about the Property; (ii) water and water rights of any and every kind, including, but not limited to, all: wells, well rights, ditches, ditch rights, and stock in water used on the Property or appurtenant thereto; and (iii) all mineral and subsurface rights of any and every kind.

SUBJECT ONLY TO those certain exceptions and encumbrances specifically listed on Exhibit B annexed hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed this 1<sup>st</sup> day of April, 2009.

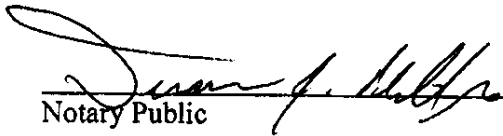
Grantor: PROVIDENCE PROJECT DEVELOPMENT,  
LLC, a Utah limited liability company  
By:   
Name: Tom P. Fisher  
Its: Managing Member

[notary acknowledgement on following page.]

STATE OF UTAH )  
 )  
COUNTY OF Salt Lake ) ss.

On this 1 day of April, 2009, personally appeared before me Tom Pitcher, known or satisfactorily proved to me to be the person who signed the foregoing instrument, and acknowledged to me that he/she is the managing member of PROVIDENCE PROJECT DEVELOPMENT, LLC, a Utah limited liability company, and acknowledged to me that said company executed the same.



  
Notary Public

**EXHIBIT A**

to Special Warranty Deed

(Legal Description of the Property)

That certain real property located in Salt Lake County, Utah, specifically described as follows:

Parcel 1:

Lot 1, Rosecrest Providence Hall Subdivision, according to the official plat thereof, recorded January 29, 2008, as Entry No. 10334598, in Book 2008P, at Page 25 of the official records recorded in the office of the County Recorder of Salt Lake County, Utah.

The following is shown for information purposes only: 33-07-301-001

Parcel 1A:

TOGETHER WITH those certain Easements as created in the Covenants, Conditions and Restrictions recorded July 5, 2000, as Entry No. 7673671, in Book 8373, at Page 1559 and Covenants, Conditions and Restrictions recorded July 5, 2000, as Entry No. 7673672, in Book 8373, at Page 1601.

Parcel 1B:

Non-exclusive perpetual right-of-way and easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace sewer laterals, and other sewer collection and transmission structures and facilities as detailed in that Easement, dated January 22, 2008, recorded January 22, 2008, as Entry No. 10327185, in Book 9560, at Page 6788 of the official records

**EXHIBIT B**

to Special Warranty Deed

(Exceptions and Encumbrances)

1. Taxes for the year 2009 are now a lien, but not yet due. Tax ID No. 33-07-301-001 (2008 taxes were paid in the amounts of \$2,311.82 under Parent No. 33-07-300-001, and \$131.63 under Parent No. 33-07-400-005)
2. Said property is included within the boundaries of Herriman City, and is subject to the charges and assessments thereof. As of the date of the recordation of this Special Warranty Deed, all charges are currently paid and no charges or assessments are currently a lien against the Property.
3. Said property is included within the boundaries of Salt Lake County Sewerage Improvement District No. 1, and is subject to the charges and assessments thereof. As of the date of the recordation of this Special Warranty Deed, all charges are currently paid and no charges or assessments are currently a lien against the Property.
4. COVENANTS, CONDITIONS, RESTRICTIONS, but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law:  
Recorded: July 5, 2000  
Entry No.: 7673671  
Book/Page: 8373/1559

Except as modified by that certain Exemption Agreement dated February 5, 2008, and recorded February 7, 2008, as Entry No. 10342571 in Book 9567, at Page 6127, of Official Records.

Said Agreement reads in part:

"Notwithstanding this exemption from the CC&R's on the Property, the Property shall still be subject to the architectural guidelines and review procedures together with signage requirements for construction of the charter school and its signage of the facility as are set out in the above referenced CC&R's. The Property is exempted from all other requirements and conditions of the CC&R's."

5. COVENANTS, CONDITIONS, RESTRICTIONS, but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law:

Recorded: July 5, 2000  
Entry No.: 7673672  
Book/Page: 8373/1601

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6. Easement for Public utilities over the Easterly, Westerly & Southerly 7 feet and Northerly 10 feet, and a 20 foot easement for Water Line, a 10 foot easement for Sewer Lateral and Building Set Backs as delineated and/or dedicated on the Official recorded plat of Rosecrest Providence Hall Subdivision, recorded January 29, 2008, as Entry No. 10334598, in Book 2008P, at Page 25, as further shown on survey plat entitled "Providence Academy", dated February 5, 2008, prepared by Patrick M. Harris, License No. 286882, Project No. 4166.

7. EASEMENT AND CONDITIONS CONTAINED THEREIN:

Grantor: Rosecrest Inc.  
Grantee: Rosecrest Inc.  
Purpose: Sewer and incidental purposes  
Dated: January 22, 2008  
Recorded: January 22, 2008  
Entry No.: 10327185  
Book/Page: 9560/6788