

WHEN RECORDED MAIL TO:
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Book - 10190 Pg - 8461-8463
Gary W. Ott
Recorder, Salt Lake County, UT
FOUNDERS TITLE LAYTON
BY: eCASH, DEPUTY - EF 3 P.

SPECIAL WARRANTY DEED

Pursuant to Utah Code Ann. § 57-1-12.5, ROSECREST COMMUNITIES, LLC, (“GRANTOR”) a Utah limited liability company and undersigned owner of record of real property situated in Salt Lake County, State of Utah, hereby conveys and warrants against all who claim by, through, or under the GRANTOR to PROVIDENCE HALL (“GRANTEE”), a Utah non-profit corporation, for the sum of ONE MILLION, EIGHT HUNDRED THOUSAND DOLLARS (\$1,800,000.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the following described tract of land in Salt Lake County, State of Utah:

(High School)

All of Lot 1, **ROSECREST PROVIDENCE HALL SUBDIVISION 3**, according to the official plat thereof, recorded November 4, 2013, as Entry No. 11753703, in Book 2013P, at Page 226 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: Part of 33-07-326-001

Pursuant to Utah Code Ann. § 57-1-12.5, this Special Warranty deed is: (a) a conveyance in fee simple to the GRANTEE and the GRANTEE’s assigns of the property named in the special warranty deed, together with all the appurtenances, rights, and privileges belonging to the property; and (b) a covenant from the GRANTOR and the GRANTOR’s personal representatives, that: (i) the granted property is free from all encumbrances made by that GRANTOR; and (ii) the GRANTOR and the GRANTOR’s personal representatives will forever warrant and defend the title of the property in the GRANTEE, the GRANTEE’s heirs, and assigns against any lawful claim and demand of the GRANTOR and any person claiming or to claim by, through, or under the GRANTOR.

IN WITNESS WHEREOF, GRANTOR has caused this Special Warranty Deed to be executed this 6 day of November, 2013.

and on May 7, 2013 as Entry No. 11635734, Book 10135, Pages 8605-8607, both under the assumption that the Property would have a residential use.

4. Exemption to CC&Rs. For good and valuable consideration, the receipt of which is hereby acknowledged, ROSECREST hereby grants to PROVIDENCE, effective upon PROVIDENCE's acquisition of the Property, an exemption to the existing CC&R's referred to in paragraph (3) above and any provisions that would require PROVIDENCE to participate in a home owners association. This exemption shall apply to the existing CC&R's as well as any future CC&R's that may have been recorded thereafter, or that may yet be recorded which would apply to the Property. 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. Modifications. This Exemption to CC&R's shall be binding on the parties hereto, the successors, and the assigns, and shall only be modified with the written consent of all parties hereto, their successors, and their assigns.

6. Exemption Runs with the Property. This Exemption shall run with the Property and shall be recorded in the office of the Salt Lake County Recorder.

7. Member Approval. By executing below, ROSECREST certifies that it has complied with those provisions of the CC&Rs and any attachments thereto that may require obtaining approval from any other entity or individual and all necessary approval has been received for this Exemption. ROSECREST agrees to indemnify PROVIDENCE for any claims arising from failure to obtain such approval, including attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

ROSECREST COMMUNITES, LLC

By: RE Management, L.L.C., manager 11/6/13
Shelley Taylor, manager DATE
Organizational capacity: _____

