

11536393
12/14/2012 1:51:00 PM \$14.00
Book - 10087 Pg - 9879-9881
Gary W. Ott
Recorder, Salt Lake County, UT
FOUNDERS TITLE LAYTON
BY: eCASH, DEPUTY - EF 3 P.

ORDER NO.:

WHEN RECORDED, MAIL TO:

Eric Todd Johnson
Blaisdell & Church, P.C.
5995 S. Redwood Rd.
Taylorsville, Utah 84123

SPECIAL WARRANTY DEED

D-4845DA

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, TCSF – Providence Hall, LLC, a Utah limited liability company ("Grantor"), does hereby convey to Providence Hall, a Utah non-profit corporation ("Grantee"), the real property ("Real Property") situated in the County of Salt Lake, State of Utah, more particularly described in Exhibit "A" attached to this Deed.

TOGETHER with all improvements, tenements, hereditaments and appurtenances to the Real Property.

SUBJECT TO all current taxes, patent reservations, all covenants, conditions, restrictions, reservations, easements and declarations or other matters of record or to which reference is made in the public records, any and all conditions, easements, encroachments, rights-of-way, or restrictions which a physical inspection, or accurate survey, of the Real Property would reveal, and the applicable zoning and use regulations of any municipality, county, state or the United States affecting the Real Property.

Grantor warrants title to the Real Property, subject to matters set forth above, against its own acts, but not the acts of others.

IN WITNESS WHEREOF, Grantor has executed this Deed as of the 13 day of December, 2012.

GRANTOR:

TCSF -Providence Hall, LLC, a Utah limited liability company

By: [Signature]
Print Name: JASON KOTTER
Title: DIRECTOR

STATE OF UTAH)
County of DAVIS) ss.

On December 13, 2012, before me, JIM C. MORRIS, a Notary Public in and for said state, personally appeared JASON KOTTER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public in and for said State of UTAH

My Commission Expires:
10-22-15

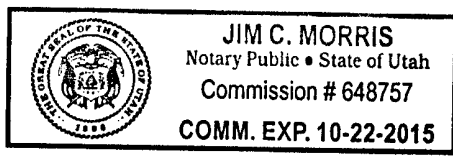


EXHIBIT "A"

to Special Warranty Deed

Legal Description of Real Property

All of Lot 1, ROSECREST PROVIDENCE HALL SUBDIVISION 2, according to the Official Plat thereof, recorded May 11, 2011 in the Office of the County Recorder of SALT LAKE County, State of Utah, as Entry No. 11180756 in Book 2011 at Page 58.

Together with those certain easements as created in the Covenants, Conditions and Restrictions recorded on July 5, 2000, as Entry No. 7673671 in Book 8373, at Page 7559 and Covenants, Conditions and Restrictions recorded on July 5, 2000, as Entry No. 7673672 in Book 8373, at Page 1601.

10664106
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

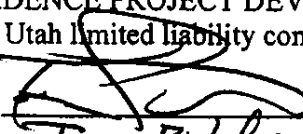
FOR THE SUM OF TEN DOLLARS and other good and valuable consideration received, PROVIDENCE PROJECT DEVELOPMENT, LLC, a Utah limited liability company ("Grantor"), whose address is 6900 South 900 East, Suite 200, Cottonwood Heights, Utah 84047, hereby conveys and warrants, against all claiming by, through, 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 1st 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.



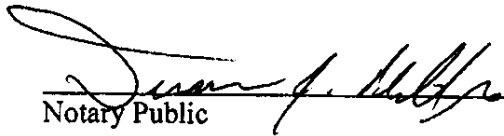

Notary Public

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

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."

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

WHEN RECORDED MAIL TO:
Eric Todd Johnson, Esq.
Blaisdell & Church, P.C.
5995 S. Redwood Road
Salt Lake City, UT 84123

11755411
11/6/2013 2:58:00 PM \$14.00
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: _____

