



W2971111

WHEN RECORDED, MAIL TO:
Cottonwood Title Insurance Agency, Inc.
1996 East 6400 South, Suite 120
Salt Lake City, Utah 84121
Attention: Marie Klaszky

E# 2971111 PG 1 OF 4
Leann H. Kilts, WEBER COUNTY RECORDER
22-Mar-19 0336 PM FEE \$16.00 DEP DAC
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY
ELECTRONICALLY RECORDED

MAIL TAX STATEMENTS TO:
Vachery Ranch, LLC
P.O. Box 1660
Park City, Utah 84060
Attention: Gavin Dalton
A.P.N. 21-126-0002 BT SPY SPY C

ds

Tax Parcel No.

**THE SANCTUARY UTAH RESIDENCES
SHARED OWNERSHIP INTEREST
SPECIAL WARRANTY DEED**

VACHERY RANCH, LLC, a Utah limited liability company (“Grantor”) does hereby convey against all claiming by, through or under it to The Prime Sanctuary, LLC, a Utah Limited Liability Company, whose address is 8722 South Harrison Street, Sandy, UT 84070 (“Grantee”), for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described property and interests (collectively the “Shared Ownership Interest”) in Weber County, State of Utah:

Shared Ownership Interest consisting of an undivided one-twelfth (1/12) fee simple ownership interest as tenant in common in Lot 2, **The Sanctuary Subdivision** according to the Second Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Sanctuary Utah, recorded on **January 9, 2019** as Document No. **2960426** and the plat recorded on **July 16, 2013** as Entry No. **2645602** in the Office of the County Clerk of Weber County, Utah, together with the exclusive right to possess and occupy the Residence during the calendar month of **October** each and every calendar year.

EXCEPTING therefrom and reserving unto the Grantor and its successors and assigns all oil, gas, geothermal energy and other minerals, as to which, however, Grantor waives and relinquishes all rights of surface entry.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

1. All of the terms, provisions, conditions, rights, privileges, obligations, easements, liens and limitations on title set forth in the Second Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Sanctuary Utah.

2. Such other covenants, conditions, restrictions, easements, rights of way and other matters of record, if any, which may now affect the above-described property.

The terms of this Special Warranty Deed, which the Grantee, by acceptance thereof, acknowledges to be binding on it, shall inure to the benefit of Grantor and the Shared Ownership Owners whose interests are heretofore or hereafter conveyed by Grantor.

Grantee, by acceptance hereof and by agreement with Grantor, hereby expressly assumes and agrees to be bound by and comply with all of the covenants, terms, and provisions set forth in the aforesaid Declaration and any rules and regulations made thereunder, including, but not limited to, the obligation to make payment of all Assessments as provided for therein. Grantee acknowledges that ownership of the Shared Ownership Interest conveyed hereby authorizes and entitles Grantee to occupy the Residence on the Lot only on that certain calendar date identified herein and in the Real Estate Purchase Contract, and in accordance with the Declaration and any rules and regulations promulgated thereunder.

Grantee acknowledges that in no event shall Grantee convey or encumber less than the entire Shared Ownership Interest for each Shared Ownership Interest conveyed hereunder, or attempt to further subdivide such Shared Ownership Interest into lesser interests than the Shared Ownership Interest originally conveyed herein to Grantee by Grantor. In the event Grantee resells, encumbers or otherwise conveys the Shared Ownership Interest, Grantee further acknowledges that he, she or it must convey or encumber the entire Shared Ownership Interest in a single deed or instrument and Grantee must convey or encumber such undivided fee ownership in the same undivided interest described in this Special Warranty Deed. Any conveyance which does not satisfy these requirements shall be void.

Grantee and their heirs, designees, successors and assigns covenant with Grantor and with each other that no Shared Ownership Owner has the power to execute any instrument, or take any action which will encumber the Shared Ownership Interest of any other Shared Ownership Owner, and that this covenant is hereby incorporated by reference in all future conveyances of the subject property and runs with the land.


Grantee, or any other person or entity acquiring any right, lien, title or interest in the Lot and the Residence thereon, shall NOT seek or obtain through any legal procedures, judicial partition of the Lot or Residence thereon or sale of the Lot or Residence thereon in lieu of partition. All rights that Grantee might otherwise have as a tenant in common in real property, including without limitation, the right to possess the commonly held property equally with all other co-tenants, are waived and are subordinate to the terms of the Declaration.

The plural number as used herein shall equally include the singular. The masculine or feminine gender as used herein shall equally include the neuter. Unless otherwise provided herein, all capitalized terms used in this Special Warranty Deed shall have the meanings set forth in the Declaration.

The person who signs this Special Warranty Deed hereby certifies that this Special Warranty Deed and the transfer represented hereby was duly authorized by the Grantor.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized representative this 22 day of MARCH, 2019.

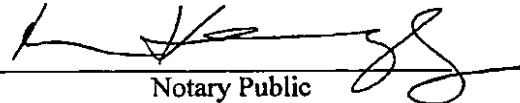
VACHERY RANCH, LLC
A Utah limited liability corporation

By: 
Timothy P. Charlwood
Its: Manager

STATE OF UTAH

COUNTY OF SALT LAKE

On the 22nd Day of March, 2019 personally appeared before me Timothy P. Charlwood, who acknowledged himself to be the manager of Vachery Ranch, LLC, and that he, as such manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained.


Notary Public



File No. 109728-MKP

EXHIBIT A

An undivided one-twelfth (1/12) fee simple ownership interest as tenant in common in Lot 2, THE SANCTUARY SUBDIVISION, according to the official plat thereof as recorded in the office of the Weber County Recorder, State of Utah, and subject to the Second Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Sanctuary Utah, recorded on January 9, 2019 as Document No. 2960426 (as said Declaration may have heretofore been amended or supplemented) and the plat recorded on July 16, 2013 as Entry No. 2645602, in the office of the County Clerk of Weber County, Utah, together with the exclusive right to possess and occupy the residence during the calendar month of **October** each and every calendar year.

TOGETHER WITH a perpetual easement for ingress, egress and utilities over and across the existing 50' private road as more particularly described and conveyed in that certain Right of Way and Easement recorded January 14, 1998 as Entry No. 1515370 in Book 1901 at Page 2685, and in that certain Easement Agreement and Declaration of Covenants recorded September 23, 2004 as Entry No. 2058175 of official records.