



### **SPECIAL WARRANTY DEED**

FOR VALUABLE CONSIDERATION receipt of which is hereby acknowledged on the 30<sup>th</sup> day of August, 2011 the undersigned, Better Billings Foundation Land, LLC, a Montana limited liability company, ("Grantor") hereby grants unto the Better Billings Foundation, a Montana, non-profit Corporation, of PO Box 50489, Billings, Montana 59105, and to its successors and assigns forever, "(Grantee") the hereinafter described real estate situated in Yellowstone County, Montana, to wit:

Tract 1-A, Amended Plat of Tract 1 of the Amended Plat of Sahara Park, Sahara Sands Subdivision 2<sup>nd</sup> Filing and of Sahara Park, Sahara Sands Subdivision 1<sup>st</sup> Filing, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County under Document No. 3560469;

along with any and all (a) buildings, fixtures and improvements thereon, (b) water rights appurtenant or related thereto, (c) mineral interests underlying said real property, (d) leases of said real property, (e) other tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, (f) assignable title insurance policies and rights under title insurance policies affecting title to any of said real property and (f) legal warranties (of title and otherwise), with full substitution and subrogation in and to all rights and actions of warranty, which Grantor has or may have against any prior owners, grantors or vendors of said real property and for any part thereof.

#### **Deed Restrictions and Reversion**

This Deed is made and delivered from Grantor to Grantee upon the following conditions:

- (a) The property conveyed herein to Grantee shall be used solely and exclusively for the construction and subsequent continuous, annual operation of a family aquatic facility and community center;
- (b) Grantee shall satisfy the Funding Contingency described in Section 6, Page 3, of the December 14, 2009, Funding and Development Agreement between the City of Billings and Grantee;
- (c) Grantee shall use the property for the construction and continuous, annual operation of a family aquatic facility and community center once the Funding Contingency within the Development Agreement has been satisfied; and

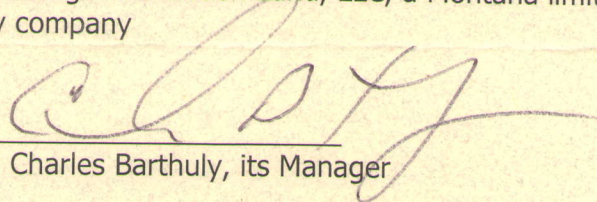


(d) Should any of the above-described conditions and restrictions in subsections (a) through (c) be violated, this Deed shall become void and Fee Simple title and ownership of the property shall automatically revert to the City of Billings or the City of Billings' successors, assigns or legal representatives.

This conveyance is made and accepted upon the express agreement that the consideration heretofore given constitutes an adequate and full consideration in money or money's worth.

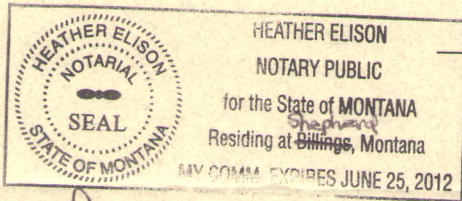
IN WITNESS WHEREOF, Grantor has executed this instrument the day and year first above written.

Better Billings Foundation Land, LLC, a Montana limited liability company

By:   
Charles Barthuly, its Manager

STATE OF MONTANA            )  
  : ss.  
County of Yellowstone        )

Signed and acknowledged before me on August 30, 2011, by Charles Barthuly, Manager of Better Billings Foundation Land, LLC, a Montana limited liability company.



Heather Elison  
Heather Elison

County Yellowstone