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2ND RECURDING
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1990 DCT 29 9:27 AM FEE 7.00
RECORDED FOR SECURITY TITLE AND ABSTRAC
Property #518-9829-60 2ND RECORDING

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SPECIAL WARRANTY DEED

EHT 2954E RK 2721 PG 650 NIHA & REID UTAH CO RECORDER BY AT 1990 SEP 7 2:41 PM FEE -7.00 RECORDED TOR SECURITY TITLE AND ASSTRACT

CORPORATION OF THE PRESIDENT OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, GRANTOR, of Salt Lake City, County of Salt Lake, State of Utah, hereby conveys and warrants against all claiming by, through or under it, and against acts of itself, to PAYSON-UTAH II ASSOCIATES, a Washington Limited Partnership, GRANTEE, of Payson, County of Utah, State of Utah, for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the following parcel of land, situated in the County of Utah, State of Utah, and more particularly described as follows:

Re-recorded to correct error in legal Discription

Commencing 443.66 feet North along the West line of 700 East Street from the Southeast corner of Block 9, Plat "K", Payson City Survey of Building Lots; thence North 89°50'51" West 466.27 feet, to the East line of 600 East Street; thence North  $0^{\circ}06'48"$  East 200.00 feet along the East line of 600 East Street to the South line of Highway 91; thence South 89 East, 465.87 feet along the South line of Highway 91 to the West line of 700 East Street; thence South 200.00 feet to the point of beginning.

No alcoholic beverages or intoxicating liquors shall be manufactured, kept for sale, or sold on said premises.

No place of public entertainment or amusement shall be carried on or permitted to operate on said premises

No nuisance or offensive trade, business, or activity shall be permitted on the land conveyed.

No noxious, noisy, or offensive business, trade, or activity shall be carried on or permitted on said premises, nor shall anything be done thereon which shall become an annoyance or a nuisance to a Church or private dwelling located upon the adjoining property or in the neighborhood.

This clause shall be enforceable for as long as the Church of Jesus Christ of Latter-day Saints shall own the property immediately South (Chapel Site) of the Subject property.

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants and taxes and assessments of record or enforceable in law or equity.

Subject to all matters as disclosed in that certain survey dated February 1990, signed by Stephen L. Ludlow, certificate number: 5342 4362.

· IN WITNESS WHEREOF, the said Grantor has hereto subscribed its name and affixed its corporate seal, by its authorized agent, this 5th day of September, 1990.

September, 123001 BAY SAUTE STATE OF UTAH

CORPORATION OF THE PRESIDENT OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole

Smalt Bala

Authorized Agent

COUNTY OF SALT LAKE)

On this 5th day of September, 1990, personally appeared before me Fred A. Baker personally known to me to be the authorized agent for the Corporation of the President of The Church of Jesus Christ of Latter-day Saints, who acknowledged to me that he signed the foregoing instruments as  $v \circ v$ authorized agent for the Corporation of the President of The Church of essential Christ of Latter day Saints, a Utah corporation sole, and that the seal of the corporation sole, and the corporation sole, and the corporation sole, and the corporation sole of the corporation sole, and the corporation sole of the corporation impressed on the within instrument is the seal of said corporation, and the said Fred A. Baker acknowledged to me that the said corporation execute 🕯 the same.

My commission expires:

Notary Public in and for the