

ORDER NO. 175732/SL2

WHEN RECORDED MAIL DOCUMENT
AND TAX NOTICE TO:
CASTLEWOOD DEVELOPMENT, INC.
6900 SOUTH 900 EAST #130
MIDVALE, UT. 84047

13975083 B: 11351 P: 1261 Total Pages: 2
06/24/2022 02:37 PM By: aallen Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: US TITLE INSURANCE AGENCY
14884 HERITAGECREST WAY, #CBLUFFDALE, UT 84065

SPECIAL WARRANTY DEED

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole fka CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, Grantor,

organized and existing under the laws of the State of Utah with its principal office at ,50 East North Temple Street, 12th Floor, Salt Lake City, County of SALT LAKE, State of UTAH hereby CONVEYS and WARRANTS only as against all claiming by, under or through Grantor,

CASTLEWOOD DEVELOPMENT, INC., a Utah corporation, Grantee,

of MIDVALE, County of SALT LAKE, State of UT, for the sum of TEN DOLLARS and other good and valuable consideration, the following tract of land in SALT LAKE county, State of UT, to-wit:

Lot 2B, 9800 SOUTH CHURCH SUBDIVISION FIRST AMENDMENT, AMENDING LOT 2, 9800 SOUTH CHURCH SUBDIVISION, as shown on the official plat thereof, on file in the office of the Recorder, SALT LAKE County, Utah.

27-10-427-071

Subject to easements, restrictions and rights of way appearing of record and enforceable in law and subject to 2022 taxes and thereafter. Grantor will only warrant and forever defend the right and title to the above described property unto Grantee against claims of those persons claiming by, through or under Grantor, but not otherwise.

The Grantor specifically reserves, excepts and retains Mineral Rights. For purposes of this instrument, "Mineral Rights" include, whether on, in or under the premises, all of the following--minerals, whether common or precious; coal; carbons; hydrocarbons; oil; gas; petroleum; chemical elements and substances whether in solid, liquid or gaseous form; and steam and all sources of geothermal energy. In the event all or part of the Mineral Rights have been reserved or severed previously from the surface estate, grantor hereby reserves, excepts and retains all of the Mineral Rights not previously reserved and reserves, excepts and retains its after-acquired title to all of the Mineral Rights to the extent that prior reservations thereof are released or abandoned after the date of this conveyance.

Provided, however, that this conveyance is made and accepted on each of the following conditions and restrictions (the "Conditions"):

1. Grantee, their successors and assigns shall not manufacture, keep for sale, or sell on the subject property any alcoholic beverages or intoxicating liquors.
2. Grantee, its successors and assigns shall not operate a place of public entertainment or amusement (as defined by local statutes) on the subject property.
3. Grantee, its successors and assigns shall not permit on the subject property a nuisance or offensive activity which is an annoyance or a nuisance to a church or private dwelling located nearby.

The foregoing Conditions touch and concern the property conveyed herein (the "Subject Parcel") and the land owned by grantor on the date this deed is recorded is directly abutting or located within [insert the distance] of the Subject Parcel (the "Adjacent Parcel(s)"), and constitute permanent restrictions and covenants running with, and for the benefit of, the Adjacent Parcel(s) and shall be binding upon all persons now having or hereafter acquiring any right, title or interest in the Subject Parcel, or any part thereof. In the event that Grantee or any of Grantee's heirs, successors or assigns sells or transfers the Subject Parcel, Grantee shall cause the Conditions to be included in the deed to the grantee in that transaction.

In the event of breach of any of the Conditions, Grantor shall have the right to obtain an injunction enforcing the Conditions and shall be entitled to reasonable attorneys' fees and costs from Grantee incurred in the enforcement thereof.

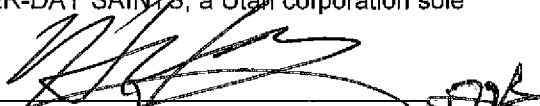
A breach of any of the Conditions, or injunctive relief obtained by Grantor by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the Subject Parcel or any part thereof, but the Conditions shall be binding upon, and effective against, any owner whose title to the Subject Parcel or any part thereof, is acquired by foreclosure, trustee's sale or otherwise.

All and each of the Conditions shall in all respects terminate, expire and end and be of no further effect either legal or equitable and shall not be enforceable upon the first to occur of the following:

1. A period of 50 years expires from the date of the recording of this conveyance (the "Expiration Date"), unless Grantor owns an Adjacent Parcel on the Expiration Date.
2. Grantor demolishes all of its buildings located on Adjacent Parcels and does not begin construction to replace at least one of them with a building for religious purposes within 36 months of the date the building is demolished.
3. Grantor sells all of its Adjacent Parcels to a buyer or buyers not affiliated with the Church of Jesus Christ of Latter-day Saints.

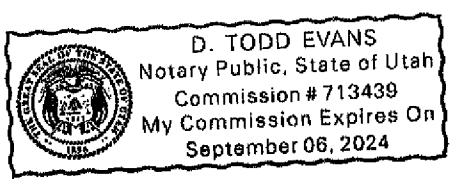
In witness whereof, the Grantor has caused its Corporation name and seal to hereunto affixed by its duly authorized officers, this 23 day of June, 2022.


THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole fka CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole

BY: 
Authorized Agent HUGH H. BIESINGER

STATE OF UTAH)
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COUNTY OF SALT LAKE)

On the 23 day of June, 2022, personally appeared before me Hugh H. Biesinger, who being duly sworn, did say that he is the Authorized Agent of THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole fka CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, and the said Hugh H. Biesinger acknowledged to me that the said Corporation executed the same.




Notary Public
My Commission Expires: 09-06-24
Residing at: SALT LAKE COUNTY