

**Mail Recorded Documents to:**  
CND-ON POINT, LLC  
c/o Weekley Homes, LLC  
1111 North Post Oak Road  
Houston, TX 77055

CHC: 536-2555  
ORT: 2375983FA

A.P.N.: 27-32-200-064 (portions of)

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\*\*\*\* This CORRECTIVE SPECIAL WARRANTY DEED is being recorded to correct an error in the legal description in that certain Special Warranty Deed, recorded August 16, 2024 as Entry No. 14276981 in Book 11511 at Page 8877, in the official records of the Salt Lake County Recorder, State of Utah\*\*\*\*

THE EFFECTIVE DATE OF THIS CORRECTIVE SPECIAL WARRANTY DEED SHALL DATE BACK TO THE EFFECTIVE DATE OF SAID SPECIAL WARRANTY DEED.

### **CORRECTIVE SPECIAL WARRANTY DEED**

**THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole, formerly known as CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole (“**Grantor**”), whose address is 50 E. North Temple Street, 12<sup>th</sup> Floor, Salt Lake City, Utah 84150, hereby conveys and warrants against all claiming by, through or under Grantor only, to **CND-ON POINT, LLC**, a Utah limited liability company (“**Grantee**”), whose mailing address is c/o WEEKLEY HOMES, LLC, 1111 North Post Oak Road, Houston, TX 77055, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration the real property located in Salt Lake County, State of Utah, and more particularly described on **Exhibit “A”** attached hereto and incorporated herein by reference (the “Property”).

**Grantor is conveying the Property to Grantee by metes and bounds description. Pursuant to Utah Code Ann. § 10-9a-103(65)(c)(v)(2021) (the “Code”), this Warranty Deed (A) is being given in anticipation of future land use approvals on the Property, (B) does not confer any land use approvals, and (C) has not been approved by the applicable land use authority, and therefore this conveyance does not constitute a “Subdivision” as such term is defined in the Code.**

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 Parcel 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 Parcel.

3. Grantee, its successors and assigns shall not permit on the Subject Parcel 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 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 of a 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 incurred in the enforcement thereof from the party then owning the Subject Parcel and in breach of such Conditions. A breach of any of the Conditions 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 be 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.

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



EXHIBIT "A" TO CORRECTIVE SPECIAL WARRANTY DEED

DESCRIPTION OF PROPERTY

**LEGAL DESCRIPTION  
PREPARED FOR  
THE HOMESTEAD SUBDIVISION PHASE 2  
RIVERTON CITY, UTAH**

September 3, 2024

22-0413

(JDL)

***BOUNDARY DESCRIPTION***

A part of the Northeast Quarter of Section 32, Township 3 South, Range 1 West, Salt Lake Base and Meridian, located in Riverton City, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point located on the Northerly line of THE HOMESTEAD SUBDIVISION, on file in the Salt Lake County Recorder's Office as Entry No. 14128159, recorded on July 12, 2023, said point also located S0°14'42"W 822.63 feet along the Section line and S89°45'18"E 553.15 feet from the North Quarter Corner of Section 32, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence N00°14'33"E 161.06 feet; thence S89°45'27"E 60.16 feet; thence N00°10'15"E 152.95 feet to Warranty Deed Entry No. 9443208, on file in the Salt Lake County Recorder's Office; thence along said deed N89°54'52"E 179.85 feet to Quit Claim Deed Entry No. 8817660, on file in the Salt Lake County Recorder's Office; thence along said Deed S00°12'44"W 314.03 feet returning to the Northerly line of said plat; thence continue along said plat West 239.98 feet to the point of beginning.

Containing 66,115 square feet or 1.51 acres +/-

(The following is for informational purposes only: Tax ID No. 27-32-200-064 [part of])