

Instrument Prepared By and
After Recording Return to:

Kirton McConkie
Attn: Ryan Wallace
50 East South Temple, #400
Salt Lake City, Utah 84111

Send Tax Notices To:
CASTLEWOOD - SIENA HEIGHTS, LLC
6900 South 900 East, Suite 130
Midvale, UT 84047

Parcel ID Numbers: 66-989-0001, 66-989-0002, 66-989-0003, 66-989-0004, 66-989-0005, 66-989-0006,
66-989-0007, 66-989-0008, 66-989-0009, 66-989-00010, 66-989-0011, 66-989-0012, 66-989-0013

ORT File #2270715HM

(Space Above for Recorder's Use Only)

SPECIAL WARRANTY DEED
(PN: 509-5514)

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, Grantor, whose address is 50 E North Temple St, 12th Floor, Salt Lake City, UT 84150, hereby conveys and warrants against all claiming by, through or under Grantor only, to CASTLEWOOD – SIENA HEIGHTS, LLC, a Utah limited liability company, Grantee, whose address is 6900 S 900 E, Suite 130 Midvale, Utah 84047, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following real property located in Utah County, State of Utah, and more particularly described as follows (the “Property”):

See Exhibit A attached hereto and by this reference made a part hereof.

Together with all tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining thereto, including, but not limited to easements and rights-of-way over adjoining property, which easements and rights-of-way are appurtenant to the real property described on Exhibit A, and all of Grantor’s interest in and to water, wells, and all water rights appurtenant to said real property described on Exhibit A, and all of Grantor’s interest in and to any land lying in the bed of any body of water, waterway or public street, public road or public avenue in front of or adjoining the land, to have and to hold, the same in fee simple forever.

Subject to current taxes and assessments, reservations, easements, rights-of-way, covenants, conditions, restrictions, zoning matters, liens, and encumbrances and all other matters of record or enforceable at law or equity.

Provided, however, that this conveyance is made and accepted subject to the following restrictions that shall remain in full force and effect until neither Grantor nor any affiliates of Grantor owns real property adjacent to the Property. Grantee, their successors and assigns shall not use the Property for any of the following:

1. any public or private nuisance;

2. any business, trade, or activity which, in Grantor's sole opinion is noxious, unreasonably noisy, or offensive;
3. the making, selling, transmitting, or distributing of any material, regardless of form or medium, having content appealing to the prurient interest in sex;
4. the manufacture, storage, sale or consumption of drugs, or the manufacture or sale of alcoholic beverages or tobacco products; or
5. any other conduct or condition is illegal and not otherwise expressly mentioned above (collectively, the "Conditions").

The foregoing Conditions shall be binding upon all persons now having or hereafter acquiring any right, title or interest in the Property, or any part thereof. If Grantee or any of its heirs, successors or assigns transfers the Property, or any part thereof, Grantee and its heirs, successors or assigns shall include the Conditions in the deed of such conveyance. If a violation of the Conditions occurs, then Grantor may obtain an injunction enforcing the Conditions and Grantor will be entitled to reasonable attorneys' fees and costs from Grantee incurred in the enforcement thereof. A violation of any of the Conditions, or injunctive relief obtained by Grantor by reason of such breach, will not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the Property or any part thereof, but the Conditions will remain binding upon, and effective against, any owner whose title to the Property or any part thereof, is acquired by foreclosure, trustee's sale or otherwise. The Conditions will terminate and be of no further force or effect upon the earlier to occur of: (a) the transfer of any real property owned by Grantor or its affiliates that abuts the Property; and (b) the 50-year anniversary of the date of the recording of this conveyance.

[Signature and Acknowledgment Follows]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed this 8 day of May 2024.

GRANTOR:

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

By: Joseph D. Lowe
Name: Joseph D. Lowe
Its: Authorized Agent

STATE OF Utah)
COUNTY OF Salt Lake) ss:

Joseph D. Lowe

On this 8 day of May, 2024, before me personally appeared ^, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Authorized Agent of THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, who executed the within instrument on behalf of said corporation for its stated purpose.

Daniel Maynes
Notary Public

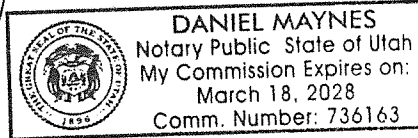


EXHIBIT A

(Legal Description)

That parcel of real property located in Utah County, State of Utah, more particularly described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13, SIENA HEIGHTS - PLAT "A", according to the Official Plat thereof, on file and recorded April 19, 2024 as Entry No. 25264:2024 as Map # 19193 in the Office of the Utah County Recorder, State of Utah.