

WHEN RECORDED MAIL TO:
GMW Development, Inc.
P.O. Box 473
Kaysville, UT 84037

ATC 0-31263

Property #532-5145-66/92-40310

E 1018831 B 1583 P 103
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1993 FEB 22 10:45 AM FEE 8.50 DEP DJW
REC'D FOR ASSOCIATED TITLE COMPANY

SPECIAL WARRANTY DEED

CORPORATION OF THE PRESIDING BISHOP 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 GMW Development, Inc., GRANTEES, of P.O. Box 473, Kaysville, Utah, 84037, County of Davis, 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 Davis, State of Utah, and more particularly described as follows:

Beginning at a point 55.00 feet West along the quarter section line from the Southeast corner of the Northeast Quarter of Section 6, Township 2 North, Range 1 East, Salt Lake Base and Meridian and running thence North 0°26'10" East 413.82 feet parallel to the East Section line; thence West 1067.00 feet; thence North 16.50 feet; thence West 139.55 feet; thence South 0°51'58" East 1.444 feet more or less to the Northeast corner of Casa Loma Plat "G" subdivision as recorded in the Davis County Recorders Office; thence South 0°51'58" East 428.913 along the east boundary line of said Casa Loma Plat "G" subdivision more or less to a point which lies due West of beginning; thence East 1196.895 feet more or less to the point of beginning.

Less the following:

Beginning at a point which is South 89°56'02" West 55.00 feet and North 0°21'31" East 205.11 feet from the East 1/4 corner of Section 6, Township 2 North, Range 1 East, Salt Lake Base and Meridian, thence North 0°21'31" East 208.71 feet; thence South 89°56'02" West 208.71 feet; thence South 0°21'31" West 208.71 feet; thence North 89°56'02" East 208.71 feet to the point of beginning.

Subject to easements, rights, rights-of-way, including but not limited to those deeded to Centerville City, reservations, conditions, restrictions, covenants and taxes and assessments of record or enforceable in law or equity.

Subject to discrepancies, conflicts in boundary lines, shortage in area, encroachments and other matters as disclosed in that certain survey dated December 3, 1987, revised Parcel 2 on February 2, 1992, job number 1647 of Isaacson Engineering & Surveying, and signed by Jerry H. Isaacson holder of Registered Land Surveyor Certificate No. 4775.

The Grantor specifically reserves and excepts unto itself all minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds whether in solid, liquid, or gaseous

form, and all steam and other forms of thermal energy on, in, or under the above-described land provided that Grantor does not reserve the right to use the subject property or extract minerals or other substances from the subject property above a depth of 500 feet, nor does Grantor reserve the right to use the surface of the subject property in connection with the rights reserved herein.

E 1018831 B 1583 P 104

This conveyance is made and accepted on the express condition that the conveyed property shall be used for residential purposes only. Breach of said condition shall cause said property to revert to the said Grantor, who shall have the right of immediate re-entry upon said property in the event of any such breach. However, breach of the foregoing condition of re-entry by reason of such breach shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said property or any part thereof, but said condition shall be binding upon and effective against any owner of said property whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

Provided further that the restriction, condition and covenant herein contained shall in all respects terminate and end and be of no further force or effect either legal or equitable and shall not be enforceable after January 29, 2018.

Grantor quit claims to grantee the following described water right without warranties to wit: All that certain water associated with Weber Basin Water contract number 93035 and contract number 93003.

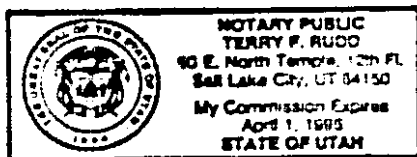
IN WITNESS WHEREOF, the said Grantor has hereto subscribed its name and affixed its corporate seal, by its authorized agent, this 29th day of January, 1993.

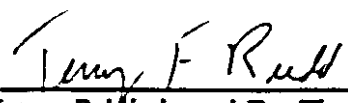
**CORPORATION OF THE PRESIDING BISHOP OF THE
CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS,
a Utah corporation sole**

By: 
Authorized Agent

STATE OF UTAH)
COUNTY OF SALT LAKE)

On this 29th day of January, 1993, personally appeared before me Ted D. Simmons personally known to me to be the authorized agent for the Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, who acknowledged to me that he signed the foregoing instrument as authorized agent for the Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, and that the seal impressed on the within instrument is the seal of said corporation, and the said Ted D. Simmons acknowledged to me that the said corporation executed the same.




Notary Public in and For The State of Utah