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12/15/2020 03:27 PM \$40.00  
Book - 11080 Pg - 9431-9433A  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
AMERICAN SECURE TITLE SL  
399 N MAIN #210  
LOGAN UT 84321  
BY: eCA, DEPUTY - WI / P.  
4

When Recorded Mail to:  
GL Home Investments LLC  
10808 River Front Prkwy #3059  
South Jordan, UT 84095

Property #:506-6476

**SPECIAL WARRANTY DEED**

**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 **GL Home Investments LLC, GRANTEE**, of South Jordan City, County of Salt Lake, 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 Salt Lake, State of Utah, and more particularly described as follows:

**See Attached Exhibit "A"**

(Tax parcel number: Part of 14-25-379-048)

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

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 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.

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 the 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 the Grantor reserve the right to use the surface of the subject property in connection with the rights reserved herein.

IN WITNESS WHEREOF, the said Grantor has hereto subscribed its name by its authorized agent, this 9<sup>th</sup> day of December, 2020.

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

By: Tony F. Rudd  
Authorized Agent

*[Handwritten initials]*

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE        )

On this 9<sup>th</sup> day of December, 2020, personally appeared before me Terry F. Rudd, personally known to me to be the Authorized Agent of THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS; and that said instrument is the free and voluntary act of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said Corporation and that said Corporation executed the same.

WITNESS my hand and official seal.



Lauren Mecham  
Notary Public for the  
State of Utah

Lot 2 of that certain Record of Survey recorded as S2020-09-0714 in Salt Lake County Recorders office, FURTHER described as:

A parcel of land located in the southwest quarter of Section 25, Township 2 South, Range 1 East, Salt Lake Base and Meridian more particularly described as follows;

Beginning at a point on the North line of Sunshine Drive, said point being North 0°00'50" West 25.00 feet and South 89°59'10" West 30.00 feet from the monument at the intersection of Sunshine Drive and Merry Lane, said point being also South 89°59'10" West 530.47 feet and North 0°00'50" West 461.37 feet from the South Quarter corner of said Section 25 and running;

Thence South 89°59'10" West 301.80 feet along the north line of Sunshine Drive to the east line of Willow Cove Estate Subdivision as recorded in the Office of the Salt Lake County Recorder as Entry#7897741 in Book 2001 at Page 115;

Thence North 0°17'14" West 177.29 feet along the said east line and along the east line of Sunny Side No. 1 Subdivision as recorded in the Office of the Salt Lake County Recorder as Entry#3523632 in Book 81 at Page 2;

Thence North 89°59'10" East 302.64 feet to the west line of Merry Lane;

Thence South 0°00'50" East 177.29 feet along the said west line of Merry Lane to the point of beginning.

Parcel contains 53,580 sq. ft. or 1.23 acres.