

STEPHEN D. TAYLOR
4020 JEFFERSON AVE
OGDEN, UT 84403
HWT # 19796



W2199401

E# 2199401 PG 1 OF 3
DOUG CROFTS, WEBER COUNTY RECORDER
08-AUG-06 11:54 AM FEE \$15.00 DEP SC
REC FOR: HERITAGE WEST TITLE INSURANCE
ELECTRONICALLY RECORDED

Property #592-0968

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 GRANTEE, Stephen D. Taylor and Tamara J. Taylor, Husband and Wife as

joint tenants, of, 4020 Jefferson Avenue, Ogden, State of Utah, 84403, for the sum of Ten and No/100

Dollars (\$10.00) and other good and valuable consideration, the following parcel of land, situate in the

County of Weber, State of Utah, and more particularly described as follows:

00-037-0023 / (06-037-0001 & 0019)

A part of Lots 36-42 and the vacated part of alley in Block 17, part of Lots 1-12 and part of the vacated alley in Block 16, South Ogden, Plat 'A', Weber County, Utah and a part of the vacated Orchard Avenue;

Beginning at a point 190.18 feet South 89°02'00" East along the centerline of 41st Street and 527.52 feet North 0°58'00" East from the centerline intersection of 41st Street and Jefferson Avenue; said point being the intersection of the center of a vacated alley and the Northerly edge of an existing curb; running thence North 0°58'00" East 39.66 feet to the North line of Block 17; thence South 89°34'10" East 380.37 feet along the North line of Block 16 & 17 of South Ogden, Plat 'A' to the center of the vacated alley in said Block 16; thence South 0°58'00" West 312.73 feet along the center of said alley in to the South line of said Lot 12 extended; thence North 89°02'00" West 108.00 feet along said line and line extended; thence North 0°58'00" East 40.68 feet to the Northerly edge of an existing curb extended; thence five (5) courses along the Northerly line of said curb and curb extended as follows: North 50°17'55" West 80.66 feet; North 50°35'46" West 57.44 feet; North 50°21'26" West 69.23 feet North 47°01'52" West 144.55 feet and Northwesterly along the arc of a 113.00 foot radius non-tangent curve to the left of a distance of 4.01 feet (Long Chord bears North 47°08'01" West 4.01 feet) to the point of beginning. ~~00-037-0019 & 00-037-0021~~

Grantor conveys the above parcel specifically without access along the Southerly boundary.

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

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.

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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.
4. Grantee, its successors and assigns shall not construct any building of whatever type and shall maintain subject property in landscaping, natural vegetation, fruit trees, or the like. Notwithstanding any other provision under the terms of the enforcement provisions provided herein, Grantee's use of the subject property will be consistent with protecting the subject property against soil erosion.

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 5 miles 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 said Grantor has hereto subscribed its name and affixed its corporate seal, by its authorized agent, this 26th day of July, 2006.



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

By: Terry F. Rudd
Authorized Agent

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On this 26th day of July, 2006, personally appeared before me Terry F. Rudd, personally known to me to be the Authorized Agent of **CORPORATION OF THE PRESIDING BISHOP 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 **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 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.

Gordon F. Jessee
Notary Public for the
State of Utah

