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Ent 246190 D 1007 Pg 549
Date 16-May-2007 3:42PM Fee \$23.00
LyAnn Adams - Filed Pg 1
Box Elder Co., UT
For HW Property#509-0482
06-097-0026
06-098-0015

H W 1445 BC

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, Samuel W. Hansen and Wayne A. Hansen of 350 North 650 West, Kaysville, State of Utah, 84037, 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 Box Elder, State of Utah, and more particularly described as follows:

**Parcel One: 06-097-0026
The South half of Blocks 1, 2, 3, 4 and 5, and Lots 7 and 8, Block 6, Plat F, Garland Townsite Survey.**

**Parcel Two: 06-098-0015
Beginning at a point 330 feet South of the Northeast corner of the Northwest quarter of Section 35, Township 12 North, Range 3 West, Salt Lake Base and Meridian; thence West 2200 feet; thence South 66 feet; thence West 66 feet; thence South 297 feet; thence East 2266 feet; thence North 363 feet to the place of beginning.**

LESS: Part of the Northwest quarter of the Northwest quarter of Section 35, Township 12 North, Range 3 West, Salt Lake Base and Meridian, described as follows: Beginning at the Southwest corner of Lot 5, Block 6, Plat F, Garland City Survey, and running thence East 148.5 feet, more or less to the West bank of an existing irrigation ditch; thence South 66 feet more or less following the West bank of said ditch to a point where said ditch turns West; thence West 148.5 feet more or less following the North bank of said irrigation ditch to the East line of 100 East Street (Mayfield Ave.); thence North 66 feet more or less to the point of beginning.

/ ALSO LESS: Part of the Northwest quarter of Section 35, Township 12 North, Range 3 West, Salt Lake Base and Meridian and all of Block 8, Plat "F", Garland City Survey, described as follows: Beginning at the Northwest corner of Lot 3, Block 8, Plat "F" of the Garland City Survey, said point being located South 00°00'00" West 396.12 feet along the West line of said section and South 90°00'00" East 33.00 feet from the Northwest corner of said Northwest quarter; running thence North 88°41'24" East 432.94 feet along the North line of Block 8 projected; thence South 00°00'00" West 304.20 feet; thence South 88°29'48" West 135.88 feet to the Southeast corner of said Block 8; thence North 90°00'00" West 297.00 feet along said South line to the West line of said Block; thence North 00°00'00" East 297.87 feet to the point of beginning.

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, excepts and retains Mineral Rights. For purposes of this instrument, "Mineral Rights" include, whether on, in or under the premises, all of the following—minerals, whether common or precious; coal; carbons; hydrocarbons; oil; gas; petroleum; chemical elements and substances whether in solid, liquid or gaseous form; and steam and all sources of geothermal energy. In the event all or part of the Mineral Rights have been reserved or severed previously from the surface estate, grantor hereby reserves, excepts and retains all of the Mineral Rights not previously reserved and reserves, excepts and retains its after-acquired title to all of the Mineral Rights to the extent that prior reservations thereof are released or abandoned after the date of this conveyance. Grantor does not reserve the right of surface or subsurface entry within 200 feet of a residential structure.

By accepting this conveyance, Grantee(s) covenant(s) and agree(s) to pay any rollback tax imposed on the within property under the Farmland Assessment Act (Greenbelt, title 59, chapter 2, part 5 of Utah Code) because of (1) this conveyance or (2) Grantee(s) change of use of the property or (3) Grantee's omission to promptly apply for continuation of Greenbelt assessment. This conveyance is subject to the lien of any rollback tax imposed on or after the date hereof.

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. This conveyance is made and accepted on the express condition that the conveyed property shall be used for residential purposes only.

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.

IN WITNESS WHEREOF, the said Grantor has hereto subscribed its name and affixed its corporate seal, by its authorized agent, this 16th day of May, 2007.



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

By: Terry F. Ruliff
Authorized Agent

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On this 16th day of May, 2007, personally appeared before me Terry F. Ruliff, 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.

M. Ruliff
Notary Public for the

State of Utah

