

Dee H. Actus.
197 So. 211/2 Dc.
Okem. H 84058
PROVO LAND TITLE COMPANY
255 E. 100 S. PROVO, UTAH
ORDER NO. 22154

ENT 376 BK 2569 PG 365
NINA B REID UTAH CO RECORDER BY MB
1989 JAN 5 2:58 PM FEE 8.00
RECORDED FOR PROVO LAND TITLE CO

Property #533-8395-60

SPECIAL WARRANTY DEED

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

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants and taxes and assessments of record or enforceable in law or equity and subject to the Restrictive Covenants shown on the annexed Exhibit A.

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.

IN WITNESS WHEREOF, the said Grantor has hereto subscribed its name and affixed its corporate seal, by its authorized agent, this 16th day of December, 1988.

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

STATE OF UTAH ()
COUNTY OF SALT LAKE ()

On this 16th day of December, 1988, personally appeared before me Fred A. Baker 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 Fred A. Baker acknowledged to me that the said corporation executed the same.

My commission expires:

Feb 1, 1991

~~Notary Public In and For The~~
~~State of Utah~~

EXHIBIT "A"

Commencing at a point which is 448.14 feet North and 723.37 feet East from the Northwest corner of Section 24, Township 6 South, Range 2 East, Salt Lake Base and Meridian; (basis of bearing is the State Coordinate System); thence North 0 degrees 19'38" West along the East right of way line of 900 East Street 142.705 feet; thence North 85 degrees 25'30" East along the North edge of a concrete ditch 95.991 feet; thence North 1 degree 41'59" West along the West edge of a concrete ditch 180.034 feet to the South side of a concrete canal; thence North 52 degrees 35'44" East along the canal 37.94 feet; thence North 54 degrees 42'16" East along the South side of the canal 84.501 feet; thence North 87 degrees 44'59" East along the canal south side 24.323 feet; thence South 72 degrees 48'03" along the south side of the canal East 11.481 feet; thence South 70 degrees 22'16" East, along the South side of the canal 113.588 feet to a fence; thence South 1 degree 19'29" East along a fence 59.803 feet to the North line of Parabia Acres; thence South 88 degrees 52'00" West 4.118 feet; thence South 1 degree 19'29" East along the West boundary of Parabia Acres 284.249 feet; thence South 86 degrees 59'58" West 335.192 feet to the point of beginning.

Provided, however, that this conveyance is made and accepted on each of the following conditions:

1. No alcoholic beverages or intoxicating liquors shall be manufactured, kept for sale, or sold on said premises.
2. No place of public entertainment or amusement shall be carried on or permitted to operate on said premises.
3. No nuisance or offensive trade, business, or activity shall be permitted on the land conveyed.
4. No noxious, noisy, or offensive business, trade, or activity shall be carried on or permitted on said premises, nor shall anything be done thereon which shall become an annoyance or a nuisance to a Church or private dwelling located upon the adjoining property or in the neighborhood.

Provided that a breach of any of the foregoing conditions shall cause said premises to revert to the said grantor, who shall have the right of immediate reentry upon said premises in the event of any such breach.

Provided also that a breach of any of the foregoing conditions or reentry 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 said premises or any part thereof, but said conditions shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

Provided further that all and each of the restrictions, conditions and covenants herein contained shall in all respects terminate and end and be of no further effect either legal or equitable and shall not be enforceable after January 1, 2013.