

Property #:504-9741

SPECIAL WARRANTY DEED

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, formerly known as **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 **Ivory Development, LLC, a Utah limited liability company**, GRANTEE, of 978 East Woodoak Lane, Salt Lake City, Utah 84109, 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 **Utah**, State of Utah, and more particularly described as follows:

Commencing 40.00 chains West and 50.74 rods South of the Northeast corner of Section 11, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence East 330 feet; thence North 330 feet; thence West 330 feet; thence South 330 feet to the point of beginning.

(Tax parcel number: **17-051-0022**)

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. Buyer and its successors and assigns shall not manufacture, keep for sale, sell on the subject property any alcoholic beverages or intoxicating liquors.
2. Buyer and its successors and assigns shall not operate a place of public entertainment or amusement (as defined by local statutes) on the subject property.
3. Buyer and 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. The foregoing Conditions shall be binding upon all persons now having or hereafter acquiring any right, title or interest in the property conveyed therein or any part thereof. In the event that Buyer or any of Buyer's heirs, successors or assigns sells or transfers the encumbered property, Buyer shall cause the Conditions to be included in the deed to the buyer in that transaction.

5. In the event of breach of any of the Conditions, Seller shall have the right to obtain an injunction enforcing the Conditions and shall be entitled to reasonable attorneys' fees and costs from Buyer incurred in the enforcement thereof.
6. A breach of any of the Conditions, or injunctive relief obtained by Seller 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 encumbered property or any part thereof, but the Conditions shall be binding upon, and effective against, any owner whose title to the encumbered property or any part thereof, is acquired by foreclosure, trustee's sale or otherwise.
7. 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 if: (a) Buyer or Buyer's heirs, successors or assigns, demolish all of Seller's buildings on the encumbered property; or (c) a period of 50 years expires from the date of Closing conveyance.

IN WITNESS WHEREOF, the said Grantor has hereto subscribed its name by its authorized agent, this 20th day of June 2024.

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

By: Joseph D. Lowe, Authorized Agent

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On this 20th day of June 2024, personally appeared before me Joseph D. Lowe, personally known to me to be the Authorized Agent of THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, fka 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 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.


Notary Public for the
State of Utah

