

WHEN RECORDED, MAIL TO:

Keith A. Short

13144 SOUTH DAYMEADOW DRIVE  
DRAPER, UT 84024

9136358  
08/03/2004 12:21 PM 18.00  
Book - 9021 Pg - 7231-7235  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
LANDMARK TITLE  
BY: SAM, DEPUTY - MI 5 P.

Affecting Tax Parcel Nos. 21-33-451-003,  
21-33-451-015, 21-33-451-017

**SPECIAL WARRANTY DEED**

Property Number: 575-3276

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, with its principal office located at 50 East North Temple, Salt Lake City, Utah 84150 ("Grantor"), for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm to KEITH SHORT, a married man as his sole and separate property, with an address at 13144 S. Daymeadow Dr., SLC, Utah 84024, ("Grantee"), the following described tract of land (the "Conveyed Parcel") on the corner of 2700 West Sugar Factory Road, the City of West Jordan, Salt Lake County, State of Utah, and more particularly described as follows:

**See Exhibit "A" attached hereto and incorporated by reference herein.**

TO HAVE AND TO HOLD the said premises with all appurtenances thereto unto said Grantee, its successors, heirs and assigns forever. And the Grantor, for itself and its successors, heirs and assigns, does hereby warrant the title to said premises against all claiming by, through or under Grantor.

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

SUBJECT TO all matters including but not limited to the fence line encroachment as disclosed in that certain survey by McNeil Engineering and Land Surveying, Project No. 230412, dated September 15, 2003, and signed by Michael D. Hoffman, holder of License No. 316831.

The Grantor specifically reserves and excepts unto itself all water, mineral, 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 parcel of land PROVIDED THAT said Grantor does not reserve the right to use the Conveyed Parcel or extract minerals or other substances from the Conveyed Parcel above a depth of 500 feet, nor does said Grantor reserve the right to use the surface of the Conveyed Parcel in connection with the rights reserved herein.

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

1. The conveyed property shall be used for residential purposes only.
2. No alcoholic beverages or intoxicating liquors shall be manufactured, kept for sale, or sold on said premises.
3. No place of public entertainment or amusement shall be carried on or permitted to operate on said premises.
4. No nuisance or offensive trade, business, or activity shall be permitted on the land conveyed.
5. 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 the foregoing conditions touch and concern the Conveyed Parcel and the Adjacent Parcels and constitute permanent restrictions and covenants running with the Conveyed Parcel and shall be binding upon all persons now having or hereafter acquiring any right, title, or interest in the Conveyed Parcel, or any part thereof. For purposes of this deed, "Adjacent Parcel" shall mean a parcel of land owned by Grantor, on the date this deed is recorded, with a building constructed thereon located within one-half mile of the Conveyed Parcel.

In the event that Grantee or any of Grantee's heirs, successors or assigns sells or transfers the Conveyed Parcel, the Grantor in that transaction shall include the covenants of this deed in the deed to the Grantee in that transaction.

Provided further that in the event of breach of any of the foregoing conditions, Grantor shall have the right to obtain an injunction enforcing said covenants.

Provided further that all and each of the foregoing 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 occurrence of any of the following:

1. Grantor sells all of its Adjacent Parcels to a buyer or buyers not affiliated with the Church of Jesus Christ of Latter-day Saints.
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 18 months of the date the building is demolished.
3. The fiftieth anniversary of the recording of this conveyance, unless Grantor owns an Adjacent Parcel directly abutting the Conveyed Parcel.

Provided further that a breach of any of the foregoing 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 Conveyed Property 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.

The Grantor for itself and for its successors in interest does by these presents expressly limit the covenants of this deed to those herein expressed, and excludes all other covenants arising or to arise by statute or otherwise, express or implied.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Special Warranty Deed this 28<sup>th</sup> day of July, 2004.

GRANTOR:

Corporation of the Presiding Bishop of  
The Church of Jesus Christ of Latter-day Saints,  
A Utah corporation sole

By: 

Its: Authorized Agent

GRANTEE:

by: 

Keith A. Short



STATE OF UTAH )  
 : ss  
COUNTY OF SALT LAKE )

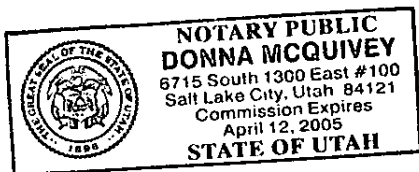
on this 28<sup>th</sup> day of July, 2004, personally appeared before me  
Terry F. Ruhl, personally known to me to be the Authorized Agent of  
the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a  
Utah corporation sole, who acknowledged to me that he signed the foregoing instrument as  
Authorized Agent for said Corporation, and the said Terry F. Ruhl  
acknowledged to me that the said Corporation executed the same.



[Signature]  
Notary Public

STATE OF UTAH )  
 : ss  
COUNTY OF SALT LAKE )

On this 30<sup>th</sup> day of July, 2004, personally appeared before me Keith A.  
Short, who acknowledged to me that he executed the foregoing instrument.



[Signature]  
Notary Public

Exhibit "A"

BEGINNING at a point on the Southerly line of 8410 South Street and the East line of 2700 West Street, said point being North  $00^{\circ}06'24''$  East along the Quarter Section Line 1227.82 feet and North  $69^{\circ}31'00''$  East 35.24 feet from the South Quarter Corner of Section 33, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence North  $69^{\circ}31'00''$  East along said Southerly line 188.20 feet; thence South  $39^{\circ}15'29''$  East 121.67 feet; thence North  $89^{\circ}32'20''$  West along the North edge of a concrete curb wall with chain link fence 253.35 feet to said East line of said 2700 West Street; thence North  $00^{\circ}06'24''$  East along said East line 26.32 feet to the point of BEGINNING.