

First American Title Company

GRANT DEED
CPB Property # 529-4622

967141
KNOW ALL MEN BY THESE PRESENTS that 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, for TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid or delivered, hereby grants, bargains, sells and conveys to City of Ammon, a municipal corporation of the County of Bonneville, State of Idaho, Grantee, whose address is 2135 South Ammon Road, Ammon ID 83406, the following Real Property situate in the County of Bonneville, State of Idaho, to wit:

See Exhibit "A" attached hereto and incorporated herein.

Being a portion of Tax parcel number: RPB00000023012

Subject to: (i) any state of facts that an accurate and complete ALTA/ACSM Land Title Survey (with all Table A items) and/or physical inspection of the property might disclose, (ii) all zoning, regulations, restrictions, rules, and ordinances, land use regulations, building restrictions, and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction, and (iii) reservations, easements, rights-of-way, declarations, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity.

Grantor quitclaims to Grantee without warranty any appurtenant water rights in the Progressive Irrigation District associated with the land being conveyed herein.

Grantor reserves all of its interest in water right 25-7361.

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.

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 open space 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.

TO HAVE AND TO HOLD the said premises, with their appurtenance, unto the grantee, its successors and assigns, in fee simple forever.

IN WITNESS WHEREOF, the grantor has caused its corporate name to be hereunto subscribed by its authorized officer, this 21st day of May, 2021.

**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: _____

Authorized Agent

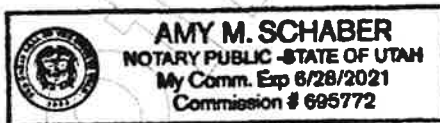
STATE OF UTAH)

:SS

COUNTY OF SALT LAKE)

On this 21st day of May, 2021, personally appeared before me Ryan L. Prows, personally known to me to be the Authorized Agent of THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, 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 and official seal.



Amy M. Schaber
Notary Public for the
State of Utah

Exhibit "A" to Grant Deed

BEGINNING at the Northwest corner of Section 2, Township 1 North, Range 38 E, B.M., Bonneville County, Idaho marked by a City of Idaho Falls Brass cap inscribed with PLS 973; continuing to a point that lies S 89° 36' 06" East for a distance of 81.00 feet along the north line of the Northeast Quarter of said section and S 00° 02' 31" E for a distance of 50.00 feet to a 5/8" Rebar with plastic cap inscribed with PLS 14222, also known as the POINT OF BEGINNING, said point also being on the Westerly boundary of Parcel A as described in that certain Instrument No. 1073542,

Thence S 00° 02' 31" E along said Westerly boundary of Parcel A of said Instrument No. 1073542 for a distance of 704.13 feet to a 1/2" Rebar with plastic cap inscribed PLS 8795 being on the north line of that parcel of land described in Instrument No. 1257444;

Thence along said north line N 89° 57' 19" E for a distance of 471.38 feet to a 5/8" Rebar with plastic cap inscribed PLS 8795 being on the westerly boundary of Woodland Hills Division No. 1, recorded as Instrument No. 1113685 (which point is also on the Southeasterly boundary of Parcel A of said Instrument No. 1073542);

Thence along said westerly boundary of said Woodland Hills Division No. 1 (also being along said Southeasterly boundary of Parcel A of said Instrument No. 1073542) N 54° 24' 30" E for a distance of 217.33 feet to a 5/8" Rebar with plastic cap inscribed PLS 14222;

Thence N 00° 12' 34" E for a distance of 271.67 feet;

Thence N 04° 27' 52" W for a distance of 60.17 feet;

Thence N 14° 39' 51" W for a distance of 49.78 feet;

Thence N 26° 21' 54" W for a distance of 59.97 feet;

Thence N 35° 10' 24" W for a distance of 30.17 feet;

Thence N 01° 08' 09" E for a distance of 78.96 feet;

Thence S 89° 57' 29" E for a distance of 78.04 feet;

Thence N 00° 29' 39" E for a distance of 35.53 feet;

Thence N 89° 36' 06" W for a distance of 668.24 feet back to the POINT OF BEGINNING.