



W2719194

CTIA-74329-DF

WHEN RECORDED MAIL TO:

Mountain West Debt Fund, LP
2520 St. Rose Pkwy, Suite 110
Henderson, NV 89074

E# 2719194 PG 1 OF 20
Leann H. Kilts, WEBER COUNTY RECORDER
26-Jan-15 12:29 PM FEE \$54.00 DEP SY
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY
ELECTRONICALLY RECORDED

Parcel Identification Number: 11-014-0019, 11-014-0048, 11-014-0062, 11-014-0061, 11-014-0016 and 11-014-0021

Space above for County Recorder's Use

**CONSTRUCTION DEED OF TRUST, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS CONSTRUCTION DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING CONSTITUTES A SECURITY AGREEMENT, AND IS FILED AS A FIXTURE FILING, WITH RESPECT TO ANY PORTION OF THE TRUST ESTATE IN WHICH A PERSONAL PROPERTY SECURITY INTEREST OR LIEN MAY BE GRANTED OR CREATED PURSUANT TO THE UTAH UNIFORM COMMERCIAL CODE OR UNDER COMMON LAW, AND AS TO ALL REPLACEMENTS, SUBSTITUTIONS, AND ADDITIONS TO SUCH PROPERTY AND THE PROCEEDS THEREOF. FOR PURPOSES OF THE SECURITY INTEREST OR LIEN CREATED HEREBY, LENDER IS THE "SECURED PARTY" AND BORROWER IS THE "BORROWER." BORROWER IS THE RECORD OWNER OF THE PROPERTY.

THIS DEED OF TRUST SECURES A MULTIPLE ADVANCE CONSTRUCTION LOAN

This Construction Deed Of Trust, Assignment of Rents, Security Agreement and Fixture Filing ("Deed of Trust") is made as of this **January 23, 2015** (the "Effective Date"), between **Meritage Companies, LLC** with an address of 1400 East Patty Drive, Wasilla, AK 99654 as Borrower ("Borrower"), Cottonwood Title Insurance Agency, Inc., whose address is 1996 East 6400 South, Suite 120, Salt Lake City, UT 84121 as "Trustee" for the benefit of **Mountain West Debt Fund, LP**, a Delaware limited partnership with an address of 357 West 200 South #250, Salt Lake City, UT 84101 as "Lender".

1. **Grant in Trust.** Borrower irrevocably grants, conveys, and transfers to Trustee, its successors and assigns, in trust, pursuant to this Construction Deed of Trust and Assignment of Rents and Security Agreement and Fixture Filing ("**Deed of Trust**") and Utah law, with power of sale and right of entry and possession, all of Borrower's right, title, and interest in and to that real property ("**Premises**") situated in the **County of WEBER**, State of Utah, more particularly described on **Exhibit "A"** attached and, by this reference, incorporated in this Deed of Trust. The Premises are conveyed by Borrower in trust together with all present and future tenements, hereditaments, rights, rights-of-way, easements, privileges, licenses, benefits, and appurtenances that belong to the Premises or in any way pertain to the Premises (all as part of the premises conveyed), which will include, but is not limited to:

(a) Oil, gas, soil, and/or mineral rights including, without limitation, any related royalties;

(b) All buildings, improvements, fixtures, and equipment (whether or not annexed to the Premises) now or in the future located on, used in connection with, or intended to be used in

connection with the Premises including, without limiting the generality of the foregoing, all machinery, materials, appliances, and fixtures for generating or distributing air, water, heat, electricity, light, or fuel refrigeration, for ventilating, cooling, or sanitary purposes, for the exclusion of vermin or insects, and for the removal of dust, refuse, or garbage, all wall safes, engines, machinery, boilers, furnaces, oil burners, coolers, refrigeration plants, motors, cabinets, shelving, lockers, partitions, doors, vaults, elevators, sprinkling systems, irrigating systems, awnings, window shades, shutters, blinds, light fixtures, fire equipment, alarm systems, drapery rods, brackets, screens, flooring, plumbing, water systems, power systems, incinerators, communication systems, appliances, built-in furniture, and built-in bars, and all other installations and appliances on the Premises (and all substitutions and replacements for all of the foregoing) (All of the items described in this subsection are declared to be part of the real property and are called collectively the "Improvements");

(c) All water and water rights (whether riparian, appropriative, or otherwise and whether or not appurtenant to the Premises) which now relate to or in the future may relate to or be used in connection with the Premises and all shares of stock evidencing any water rights;

(d) All privileges and other rights that are now or in the future may become appurtenant to the Premises including, without limitation, all of Borrower's right, title, and interest in and to all streets, roads, easements, rights-of-way, and public places, whether opened or proposed or public or private;

(e) Subject to the terms of Section 16 of this Deed of Trust, all rents, issues, lease payments, incomes, profits, revenues, bonuses, rights, and benefits (collectively, the "Rents") from or under any and all existing and future leases, tenancies, or other use and occupancy agreements created on all or any part of the Premises with the right to receive and apply the Rents to the Obligations;

(f) Subject to the terms of Section 18 of this Deed of Trust, all current and future judgments, awards of damages, and settlements made as a result of any Condemnation or made as a result of any damage (whether caused by a taking or otherwise) to the Premises or the Improvements or any part of or interest in the Premises, including any award for change of grade or width of streets;

(g) All right, title, and interest of Borrower in and to any insurance proceeds payable to Borrower with respect to all or any portion of the Premises, including, without limitation, the Trust Property;

(h) All monetary deposits that Borrower has given to any public or private utility with respect to utility services furnished to the Premises;

(i) All funds, accounts, instruments, documents, general intangibles (including trademarks, trade names, and symbols) permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Premises;

(j) All proceeds of the voluntary or involuntary conversion of any of the foregoing into cash or liquidated claims;

(k) All present and future licenses, permits, approvals, and agreements from or with any governmental, quasi-governmental, or private entity relevant to the zoning, subdivision,

development, construction, improvement, sale, lease, or other disposition of all or part of the Premises or Improvements;

(l) All present and future plans, specifications, drawings, surveys, appraisals, reports, and studies regarding the Premises and all management, maintenance, construction, purchase, sale, or service contracts related to the Premises or its operation;

(m) All present and future rights of Borrower under or with respect to any declaration of covenants, conditions, and/or restrictions imposing rights or responsibilities on the Premises or its owner, including any development rights, declarant rights, or special declarant rights of Borrower under any declaration of covenants, conditions, and/or restrictions;

(n) All rights of Borrower in and to any present or future contracts, agreements, guarantees, options, deposits, refunds, credits, retentions, surety bonds, or any other considerations which relate in any way to the ownership, development, use, improvement, leasing, sale, or other disposition of the Premises or Improvements;

(o) All deposits received regarding options to purchase any portion of the Property shall be deposited with Lender during the term of loan; and

(p) Without limiting any of the foregoing, all present and future equipment, inventory, general intangibles, accounts, chattel papers, instruments, royalties, contract rights, and documents that directly or indirectly relate to or are used or intended for use with the Premises.

2. **Additional Grants.** Borrower also absolutely and irrevocably grants, assigns, transfers, and conveys to Lender all rents, issues, profits, incomes, damages, royalties, revenues, and benefits now or in the future due and payable arising in connection with the Trust Property, together with the right to collect these items for the purposes and upon the terms and conditions set forth in this Deed of Trust. Borrower acknowledges that certain descriptions of items in the preceding sections may be duplicative and redundant, but Borrower acknowledges that it is the agreement and intent of Borrower that the descriptions are to be construed as cumulative and not limiting.

3. **Warranty of Title.** All real, personal, intangible, and other property granted, conveyed, and transferred to Trustee under this Deed of Trust is referred to as the "**Trust Property**". Borrower warrants that it has marketable fee simple title to the Trust Property, subject only to those non-standard exceptions set forth in the lender's policy of title insurance issued to Lender in connection with the recordation of this Deed of Trust ("**Approved Title Exceptions**"). Borrower warrants that its title to the Trust Property is and will remain lien free and unencumbered, except for the Approved Title Exceptions. Borrower agrees to warrant and defend title to the Trust Property for the benefit of Lender against all claims whatsoever, except the Approved Title Exceptions and those matters consented to in writing by Lender. Borrower warrants that this Deed of Trust is and will remain a valid and enforceable first lien on the Premises, subject only to the Approved Title Exceptions. Borrower agrees that any greater title to the Trust Property that Borrower may acquire during the term of this Deed of Trust will be subject to this Deed of Trust.

4. **Secured Obligations.** Borrower has executed and delivered this Deed of Trust for the purpose of securing (collectively, the "**Obligations**"):

(a) Payment of the indebtedness evidenced by Promissory Note, and any renewals, extensions, substitutions, modifications, or amendments, in the stated and original principal sum of **Two Million Four Hundred Sixty Two Thousand and 00/100 Dollars (\$2,462,000.00)**,

respectively, executed by Borrower and delivered to Lender (the "Note"), together with all interest, late charges, prepayment fees, additional interest, collection costs, fees, and expenses as provided in the Note;

(b) Payment of all amounts specified in this Deed of Trust that Borrower has agreed to or is required to pay;

(c) Prompt and complete performance and observance of each and every covenant, obligation, or agreement of Borrower contained in this Deed of Trust or contained in any other document or instrument given by Borrower to further evidence or secure the indebtedness represented by the Note, any Loan Agreement ("Loan Agreement") and any environmental certification or indemnity agreements ("Additional Documents"). The Note, Deed of Trust, Loan Agreement and the Additional Documents are called collectively the "Loan Documents"; and

(d) Payment of any additional sums (and accrued interest) that may be loaned or advanced by Lender to Borrower, whether or not evidenced by the Note or any promissory note or notes reciting that they are secured by this Deed of Trust, including any and all future loans, advances, and obligations.

This Deed of Trust secures the initial advance and all future advances as of amounts available for borrowing under the Note. In addition to any other debt or obligation secured, this Deed of Trust also will secure unpaid balances of advances made with respect to the Trust Property for the payment of taxes, assessments, insurance premiums, or other protective advances or costs incurred for maintaining improvements on or for the protection of the Trust Property.

5. **Taxes.** Borrower will pay: (i) before delinquent, all taxes, general and special assessments, and improvement district assessments of every type or nature affecting the Trust Property; (ii) all rents or charges payable under any lease affecting the Trust Property; (iii) all adverse claims, liens, charges, and encumbrances which now are or in the future may be or appear to be a lien on the Trust Property; (iv) all charges for water, water delivery, gas, electricity, sewers, waste removal; (v) all repairs; and (vi) all assessments due on any water stock. If any real estate taxes or general, special, or improvement district assessments (collectively, "Taxes and Assessments") are not separately assessed to the Trust Property but include other property owned or not owned by Borrower, Borrower agrees that it will promptly apply for and complete the separation of the Trust Property from all other property for the purpose of all Taxes and Assessments. If Borrower does not promptly complete the separation, Lender may exercise all remedies available under this Deed of Trust including the right to advance all monies necessary to pay all or any portion of the Taxes and Assessments. All money so advanced will be secured by the lien of this Deed of Trust. Notwithstanding the foregoing, Borrower will have the right to bond over or otherwise protest, contest, or appeal the imposition of any of the matters described in subsections (i) through (vi) above, inclusive, so long as Borrower has provided adequate assurances to Lender that the matters contested, etc. will not have a material and adverse impact on the value of the Trust Property and will not result in a lien superior to the lien of this Deed of Trust (but will be promptly paid if Borrower loses its protest, etc.).

6. **Insurance.**

(a) Borrower will carry continuously builders risk insurance (full replacement value) and liability insurance with regard to the Trust Property as is required by the terms of the Loan Documents. Borrower agrees to pay the premiums on the insurance, when due and prior to

delinquency, and to furnish proof of the payment to Lender not less than 30 days prior to the expiration date of the insurance.

(b) If any loss or damage occurs to any portion of the Trust Property, Borrower will promptly give notice to Lender, and Borrower will make proper proof of loss. If not made by Borrower, Lender may make a proof of loss. Lender may require that the payment for the loss be paid directly to Lender only and not jointly to Borrower and Lender. Lender may, at its option, apply the insurance proceeds to the reduction of the Obligations or may apply the insurance proceeds to the restoration or repair of the property damaged.

(c) Notwithstanding Section 6(b) of this Deed of Trust, upon the written request of Borrower, the insurance proceeds will be applied to the payment of repair and restoration of the loss or damage and will be paid out from time to time as the work progresses, but subject to the following additional conditions:

(i) In Lender's sole judgment the available insurance proceeds must be sufficient to repair or restore the improvements or Borrower, before commencement of work, must have deposited with Lender funds which, together with any insurance proceeds, are sufficient to repair or restore the improvements;

(ii) The work must be performed in accordance with plans and specifications identical to the original plans and specifications, unless changes are otherwise consented to in writing by Lender;

(iii) Borrower will make periodic requests for payment in accordance with the terms of the Loan Documents and in form acceptable to Lender;

(iv) There must not exist an Event of Default or event that with the giving of notice, the passage of time, or both, could become an Event of Default;

(v) The repairs or restoration must be capable of being completed before the earlier of the due date of the Note or the date established in the Loan Documents for completion of the improvements (however, if the loss or damage occurs within the last 90 days of the renovation period established in the Loan Documents, then Borrower and Lender will agree on a reasonable period of time to complete the repairs or restoration of no longer than 120 days); and

(vi) No application of the insurance proceeds from any applicable insurance policy towards a reduction of the indebtedness will result in the application of any prepayment penalty or restriction.

7. **Repairs and Waste.** Borrower will keep the Trust Property in good condition and repair and will not commit or permit waste. Except for those construction activities permitted under the Loan Agreement, Borrower will not remove or demolish, nor commence or continue any grading or construction of, nor alter the design or structural character of, any Improvements comprising part of the Trust Property, without the written consent of Lender (whose consent will be given or withheld at Lender's sole discretion). Borrower will keep all Improvements comprising part of the Trust Property free of termites, dry rot, fungus, beetles, and all other harmful or destructive insects. Borrower will keep all plants, trees, and shrubs comprising part of the Trust Property neatly pruned and in good condition. Borrower will keep the Trust Property free of rubbish and other unsightly or unhealthful conditions and will not in any way change or restrict the use of the Trust Property without the prior

written consent of Lender, whose consent will be given or withheld in Lender's sole discretion. Lender and its agents and/or its employees may, at any time or from time to time, without notice to Borrower, and without liability to Borrower (or any entity claiming any rights through Borrower) for trespass, abuse of access, or otherwise, enter and inspect or protect the Trust Property in the manner and to the extent as Lender may deem desirable in its sole discretion.

8. **Improvements.** Borrower will complete promptly any improvements that may be commenced in a good and workmanlike manner in conformity with plans and specifications approved by Lender. Borrower, with reasonable diligence, will repair and restore any portions of the Trust Property that may be damaged or destroyed whether any insurance proceeds against the cause of the damage or destruction are collected or not. Borrower will pay when due all claims for work performed or materials furnished, or both, on or in connection with the Trust Property, and will pay, discharge, or cause to be removed, all mechanic's, artisan's, laborer's, or materialmen's charges, liens, claims of liens, or encumbrances upon the Trust Property. Prior to the commencement of any construction, grading, demolition, or other act or omission by Borrower that might give rise to any materialmen, mechanics, or similar lien or security interest in or against the Trust Property, if any, Borrower will deliver to Lender all completion, construction, surety, or other bonds issued by a company acceptable to Lender as Lender may elect or deem appropriate to fully ensure completion of the grading, construction, demolition, or other act, and protect Lender and the Trust Property against any liens.

9. **Defense.** Unless otherwise requested by Lender in writing, Borrower will appear in and prosecute or defend any action or proceeding that may affect the priority of this Deed of Trust or the security of the Lender or the Trust Property, and Borrower will pay all reasonable costs, expenses (including, without limitation, the cost of searching title), and attorney fees incurred in the action or proceeding. Lender, at its option, may appear in and defend any action or proceeding purporting to affect the priority of this Deed of Trust or the Trust Property or the rights or powers of Lender. Lender, at its option, may pay, purchase, contest, or compromise any adverse claim, encumbrance, charge, or lien which, in the good faith judgment of Lender, appears to be prior or superior to the lien of this Deed of Trust or which otherwise may affect this Deed of Trust or the Trust Property, without affecting any duty, obligation, or liability of Borrower under this Deed of Trust or under any other document or instrument given by Borrower to evidence or otherwise secure the indebtedness secured by this Deed of Trust, and without subjecting Lender to any liability to Borrower on account of the payment, purchase, contest, or compromise. All amounts paid, suffered, or incurred by Lender in exercising the authority granted in this Section (including, without limitation, attorney fees in a reasonable amount) will be considered protective advances immediately repayable by Borrower pursuant to Section 12 below.

10. **Compliance.** Borrower will comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the Trust Property and will not suffer or permit any act to be done in or upon the Trust Property in violation of the foregoing.

11. **Optional Performance by Lender.** If Borrower fails to do so, Lender, after the expiration of any applicable notice and cure period or grace period and without additional demand or notice, may do any or all things required of Borrower by any of the provisions of this Deed of Trust or any of the other Loan Documents and incur and pay expenses in connection with the performance (e.g., pay taxes, release liens, etc.). Lender will be under no obligation to pay or perform any of Borrower's obligations under the prior sentence, and Lender may undertake or not undertake action as Lender may consider necessary or advisable in Lender's sole discretion. Additionally, Lender may make such advances as it may deem necessary or desirable to perfect the lien or priority of this Deed of Trust or to otherwise protect the Trust Property or the interest of Borrower or Lender in the Trust Property. All expenses or charges incurred by Lender in the performance of any matters under this Section 11 will be

considered to be payments and protective advances that are immediately repayable under Section 12 below.

12. **Protective Advances.** Borrower will pay to Trustee and Lender, respectively, promptly and upon written demand, all sums of money that Lender or Trustee may have advanced or paid pursuant to, or resulting from, any of the provisions of this Deed of Trust or any other Loan Document. All of these amounts must be paid with interest from the time of the advance or payment until paid at the applicable rate established in the Note.

13. **Default.** Any of the following events will constitute an "Event of Default" under this Deed of Trust.

(a) Failure to pay any regularly scheduled installment of principal and/or interest due on any indebtedness secured by this Deed of Trust according to its terms, after the expiration of any grace period or notice and cure period described in the Note, Loan Documents or elsewhere.

(b) Failure to pay any other sum payable under this Deed of Trust within 10 days after written notice from Lender to Borrower, whether payable to Lender or otherwise.

(c) Any failure or neglect of Borrower to perform or observe any non-monetary obligation, covenant, or agreement in this Deed of Trust, if the failure or neglect continues to exist for 30 days.

(d) Also, if the failure or neglect of performance is not capable of being cured within the 30-day period, the failure or neglect will not constitute an Event of Default if Borrower promptly commences remedial measures and diligently and continually proceeds with the remedial measures until the failure or neglect are completely cured, which, in any case, may not extend beyond 60 days following the initial written notice to the Borrower.

(e) Upon the filing or levy of any execution, attachment, tax levy, writ, or lien against the Trust Property that is not be released, stayed, bonded, insured against in favor of Lender, satisfied, or vacated within 30 days after the filing or levy.

(f) Upon the abandonment of all or any part of the Trust Property.

(g) Upon the filing or threat of filing by Borrower of a petition under Title 11 of the United States Bankruptcy Code or any other national or state bankruptcy statute, that may now be in effect or that in the future may be amended or enacted.

(h) Upon Borrower's assignment or its threat to make an assignment for the benefit of its creditors or admit its inability to pay its debts as they become due.

(i) Upon any Event of Default under any of the Loan Documents, after the expiration of the applicable grace period or notice and cure period.

(j) Upon the recordation or filing of any mechanics' or materialmen's lien, attachment, garnishment, replevin, execution, or other statutory or judicial lien against all or any portion of the Trust Property that is not discharged, satisfied, or bonded over to Lender's satisfaction within 30 days following Borrower's receipt of written notice from Lender.

(k) Upon any Prohibited Transfer, as defined below, or any Prohibited Encumbrance, as defined below.

14. Remedies.

(a) If any Event of Default, Lender may pursue any and all rights and remedies at law or at equity, including, without limitation, those described in this Deed of Trust or the Loan Documents. Without limiting the foregoing sentence, Lender may declare all sums secured by this Deed of Trust to be immediately due and payable by delivery to Trustee of written notice setting forth the nature of the default. The notice may contain an election to cause the Trust Property to be sold under this Deed of Trust.

(b) Lender may proceed as if all of the Trust Property were real property, or Lender may elect to treat any portion of the Trust Property that either consists of a right of action on property or consists of property that can be severed from the Premises without structural damage as if it were personal property and dispose of the personal property separate and apart from the sale of the real property. Notice to Borrower of Lender's election to accelerate the indebtedness will not be required.

(c) If Lender elects to cause the sale of the Trust Property, Lender will deposit with Trustee this Deed of Trust, the Note, and all documents evidencing expenditures secured by this Deed of Trust. Trustee will record and give all notices of Trustee's sale in the manner required by law, and after the lapse of time as then may be required by law, Trustee, without further notice to Borrower, may sell the Trust Property at the time and place fixed by it in the notice of Trustee's sale, either as a whole or in separate parcels, and in the order as Lender may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee will deliver to the purchaser its deed conveying the Trust Property so sold, but without any covenant or warranty, express or implied. Any person or entity, including Borrower, Trustee, or Lender, may purchase the Trust Property or any part at the sale.

(d) After deducting all costs, fees, and expenses of Trustee, including costs to insure or obtain evidence of title in connection with the sale, Trustee will apply the proceeds of sale to payment of: (i) all sums expended under the terms of this Deed of Trust which are unpaid, together with accrued interest at the rate set forth in the Note (including, without limitation, all sums expended by Lender pursuant to this Deed of Trust); and (ii) all other sums by this Deed of Trust. To the extent permitted by law, an action may be maintained by Lender to recover a deficiency judgment for any balance due under the Note or due under this Deed of Trust.

15. Trust Acceptance. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made of public record as provided by law. Trustee is not obligated to notify any party of pending sale under any other deed of trust or of any action or proceeding in which Borrower, Lender, or Trustee is a party unless brought by Trustee and relating to the Trust Property.

16. Assignment of Rents.

(a) All Rents arising out of the use or occupancy of all or any part of the Trust Property, all rights of Borrower in any leases, tenancies, or other use and occupancy agreements affecting all of any part of the Trust Property, and all rights of Borrower against any guarantors of the foregoing are assigned absolutely to Lender as further security for the payment of the indebtedness and performance of the Obligations. To enforce Lender's rights under this Deed of

Trust, Borrower also assigns to Lender all rights to exercise any landlord liens and any other remedial rights to which a landlord may be entitled under Utah law.

(b) When requested by Lender from time to time, and within the time as Lender may reasonably require, Borrower will execute, deliver, and record, and will cause any lessee, tenant, or occupant (collectively, a "Tenant") of Borrower designated by Lender to execute, deliver, and record separate lease assignments covering any or all of the leases that may affect any part or all of the Trust Property. All separate lease assignments will be in a form as Lender, in its sole discretion, may require. Without limiting the generality of the foregoing, Lender may require any Tenant to subordinate the Tenant's rights to the lien of this Deed of Trust.

(c) Upon the occurrence of an Event of Default, Borrower authorizes and directs the Tenants of the Trust Property to make, upon written notice from Lender, all payments required under any leases directly to the Lender as they become due. Borrower relieves all Tenants from any liability to Borrower by reason of any payments being made to Lender. Lender may apply all rents collected by Lender in any manner Lender elects, in its sole discretion. Nevertheless, until Lender notifies Tenants in writing to make payments to Lender, Borrower will be entitled to collect all rents and/or payments.

(d) Lender will be entitled to give written notification under this Section 16 only if there is any breach or default by Borrower. In furtherance of the assignment of rents described above, Lender may require Borrower to execute a separate or specific assignment of rents, the terms of which may further restrict the leasing of the Trust Property and all of which will be fully incorporated into this Deed of Trust. If there is a conflict between this Section 16 and any separate or specific assignment of rents, the most restrictive provisions will apply to Borrower.

17. Receiver.

(a) Upon the occurrence of an Event of Default, Lender, in addition to all rights and remedies available at law and/or under this Deed of Trust, will be entitled, at any time and without notice and without regard to the adequacy of any security, to enter upon and take possession of the Trust Property (or any part). Borrower will upon demand peaceably surrender possession of the Trust Property to Lender or the receiver.

(b) Lender's entry may be made by Lender's agents, attorneys, or employees or by a court-appointed receiver. Lender, in its name and/or in the name of Borrower, may operate and maintain all or any portion of the Trust Property to the extent Lender deems advisable, and Borrower agrees that Lender will be entitled to do and perform any acts that Lender may deem necessary or proper to conserve the value of the Trust Property, including the ability to sue for and otherwise collect and receive all rents, issues, and profits (including those past due and unpaid as well as those later accruing) and the ability to rent or lease the Trust Property (or any portion) to the persons on terms and conditions approved by Lender in its sole discretion. Borrower further agrees that Lender also may take possession of and use any and all personal property contained in the Trust Property or used by Borrower in the rental or leasing of the Trust Property (or any part).

(c) Lender may apply all the rents, issues, and profits collected or received by it to the payment of costs and expenses incurred in the operation of the Trust Property or to protect and preserve its security, or Lender may permit any part of all of these moneys to be released by Lender at its sole option. The expense (including receivers' fees, if any, and compensation to any agent appointed by Lender, and attorney fees, costs, and disbursements) incurred in taking

possession and effecting collection or attempting to take possession and effecting collection, will be deemed an expense of this Deed of Trust to be paid by Borrower and secured by this Deed of Trust.

(d) Neither the entering upon and taking possession of the Trust Property, nor the collection of the rents, issues, and profits, nor the application or release of these amounts will cure or waive any default or notice of sale or invalidate any act done pursuant to the notice of sale. In dealing with the Trust Property or any related personal property as a beneficiary in possession, Lender will be without any liability, charge, or obligation to Borrower other than for willful misconduct, and all losses, costs, and expenses incurred by Lender will be protective advances covered by Section 12. Borrower specifically agrees that the appointment of a receiver may be sought and pursued concurrently with the exercise of any other remedies of Lender, including exercise of Trustee's power of sale.

18. Condemnation.

(a) All judgments, awards of damages, and settlements made as a result of each of the following (collectively, a "Condemnation") are assigned to and will be paid to Lender: (i) any condemnation or other proceeding for public use (or any sale in lieu of condemnation); (ii) any private trespass to the Trust Property; and (iii) any eminent domain proceeding. Lender will have the right, but not the obligation, to participate in any proceedings, and Borrower will not settle or otherwise resolve any proceedings or execute or deliver any deed without the prior written consent of Lender, whose consent will not be unreasonably withheld.

(b) If the Condemnation affects less than substantially all of the Trust Property and, further, if legal access to the Trust Property has not been affected or impaired (referred to as a "Partial Condemnation"), the proceeds of any judgment, award, or settlement will be held, applied, and disbursed by Lender as established in Section 6(c) above (as if the proceeds were insurance proceeds) to the restoration of the Trust Property if requested in writing by Borrower. If Borrower does not make this request within 10 days of the Partial Condemnation, the proceeds will be applied in satisfaction of any amounts secured by this Deed of Trust. Prior to any disbursement pursuant to the preceding sentence, Borrower, at its cost, must supply Lender with a current ALTA survey of the Trust Property indicating the area lost, an updated appraisal for the Trust Property showing an appraised value acceptable to Lender, and any endorsement or update to Lender's lender's policy of title insurance.

(c) If a Condemnation, other than a Partial Condemnation, occurs, Lender will be solely entitled to any award, judgment, or settlement, and Borrower agrees to immediately deliver to Lender all proceeds of any award, judgment, or settlement that may be received by Borrower. Lender, at its option, may apply any proceeds to the satisfaction of any amounts secured by this Deed of Trust. Neither the application nor the release of any proceeds will cure or waive any default or notice of sale or invalidate any act done pursuant to the notice of sale.

(d) If any Condemnation involves the taking of common elements related to all or any part of the Trust Property, the award must compensate Lender for any reduction in value in the Trust Property as a result of the Condemnation of the common elements. Any award payable with respect to the foregoing will be paid to Lender to the extent of its interest in the common elements and will be applied in satisfaction of the amounts secured by this Deed of Trust.

19. **Modification Without Release.** Without affecting the liability of Borrower, any guarantor under any of the Loan Documents, or any other person (except any person expressly released by Lender in writing) for payment of any indebtedness or for performance of any obligation secured by or contained in this Deed of Trust, and without affecting the rights of Lender with respect to any security not expressly released in writing, Lender, at any time and from time to time, either before or after maturity of the Note, and without notice or consent, may: (i) release any guarantor or other person liable for payment of all or any part of the indebtedness or for performance of any obligation; (ii) make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying, or otherwise dealing with the lien or charge of this Deed of Trust; (iii) exercise or refrain from exercising or waive any right available to Lender; (iv) accept additional security of any kind; and (v) release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the Trust Property.

20. **Other Security.** If the indebtedness secured by this Deed of Trust is now or in the future further secured by chattel mortgages, security interests, deeds of trust, pledges, contracts of guaranty, or other additional securities, Lender may, at its option, exhaust its security under this Deed of Trust or any future security either concurrently or independently and in the order as it may determine. Lender may apply any proceeds received to the amounts secured by this Deed of Trust without affecting the status of, or waiving any right to exhaust, all or any other security, and without waiving any breach or default or any right of power, whether contained in this Deed of Trust or in any other security. Borrower waives any right or privilege that it or its creditors might otherwise have to require Trustee and/or Lender to proceed against the assets encumbered by this Deed of Trust or by any other security documents in any particular order or fashion under any legal or equitable doctrines or principles, and Borrower further agrees that upon a default, Trustee and/or Lender may proceed to exercise any or all remedies with regard to any or all assets encumbered by this Deed of Trust or by any other security documents in the manner and order as Lender in its sole discretion may determine.

21. **Partial Payment.** Acceptance by Lender of any sum in payment, or part payment, of any indebtedness secured by this Deed of Trust after the amount is due or after the recording of a notice of sale will not constitute a waiver of the right to require prompt payment, when due, of all other sums so secured, nor will the acceptance cure or waive any remaining default or invalidate any sale held pursuant to notice of sale for any remaining default, or prejudice any of the rights of Lender under this Deed of Trust.

22. **Water Rights.** Any stock in a water, irrigation, or water storage company assigned to Lender in connection with this transaction may be registered in the name of Trustee or Lender as pledge, and held by either as Lender may determine. Whether or not the stock is appurtenant to the Trust Property (or any part) and regardless of how the stock is registered or held, Borrower and Lender agree that, if a default, Trustee may sell the stock (or any part) and any other shares of stock subject to this Deed of Trust, together with and at the time of any Trustee's sale of the Trust Property (or any part). With respect to the sale of the stock, Borrower waives compliance with any and all statutory requirements concerning the sale of pledged property and agrees that the provisions of law and of this Deed of Trust governing the manner, notice, and conditions of a Trustee's sale of the Trust Property apply to the sale of the stock by Trustee. Lender acknowledges having received a copy of the water shares escrow agreement which controls Terel Grimley's release of water shares to the project. Lender further acknowledges receipt of the January 2, 2015 letter from Borrower and approved by Terel H. Grimley.

23. **Mineral Rights.** As additional security to Lender, Borrower further assigns and transfers all damages, royalties, and revenues of every kind, nature, and description whatsoever that

Borrower may be entitled to receive from any person, company, or corporation owning or having or acquiring a right to the oil, gas, or mineral rights and reservations of the Trust Property. Lender will have the right to receive and apply the damages, royalties, and revenues to the indebtedness either before or after any default, and Lender may demand, sue for, and recover any payments (but will not be required to do so).

24. **Waiver of Certain Statutes.** Borrower waives the pleading of any statute of limitations as a defense to any of the Obligations to the fullest extent permissible by law. Borrower waives the benefit of all laws related to marshalling of assets, notice of election to mature, or notice of election to declare due with respect to the Loan and the Trust Property.

25. **Hazardous Materials.**

(a) **"Hazardous Materials"** will mean: (i) any chemical, material, or substance defined or included in the definition of "hazardous substances," "hazardous materials," "toxic substances," or words of similar import under any Hazardous Materials Laws; (ii) any oil, petroleum, flammable substances, explosives, asbestos; or (iii) any other chemical, material or substance which may or could pose a hazard to health or safety. Without limitation of the foregoing, the term **"Hazardous Materials"** includes all substances, materials, and wastes considered "hazardous waste" under all applicable federal, state, and local laws.

(b) Borrower represents and warrants that no Hazardous Materials have been, are, or will be used, generated, stored, or disposed of on, under, or about the Trust Property; and (b) the Trust Property and all past, present, and future uses of the Trust Property were, are, and will be in compliance with all relevant local, state, and federal laws, rules, regulations, policies, ordinances, court decisions, settlement orders, and consent decrees relating to the protection of the environment on, under, or about the Trust Property, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et. seq., the Superfund Amendments and Reauthorization Act of 1988, Pub. L. No. 99-499, the Hazardous materials transportation Act, the Resource Conservation and Recovery Act, or other applicable, state or federal rule, law or regulation (collectively, the **"Hazardous Materials Laws"**). At Borrower's expense, Borrower will comply with and will cause any tenants or occupants of the Trust Property to comply with the Hazardous Materials Laws. If any Hazardous Materials are found to exist on, under, or about the Trust Property, Borrower will at Borrower's expense take all necessary and appropriate remedial action that Lender or any relevant authority will require. Upon any default under this Deed of Trust, Lender will have the right, at Borrower's expense, to obtain or require Borrower to obtain an environmental survey or study of the Trust Property from a qualified independent environmental engineer, all to the satisfaction of Lender.

(c) Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Materials, or threaten to release any Hazardous Materials, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Hazardous Material Law, or (b) which, due to the presence, use, or release of a Hazardous Material, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Materials that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous Materials in consumer products). Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Material or Hazardous material Law of

which Borrower has actual knowledge, (b) any spilling, leaking, discharge, release or threat of release of any Hazardous Material, and (c) any condition caused by the presence, use or release of a Hazardous Material which adversely affects the value of the Property or the Project. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Material affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Hazardous Material Law.

(d) To induce Lender to make the loan secured by this Deed of Trust, Borrower agrees to indemnify, defend, and hold Lender and Trustee harmless on demand for, from, and against any liability, loss, costs, damages, and expenses (including attorney fees) which Lender or Trustee may sustain in any way related to any Hazardous Materials on, under, or about the Trust Property. This indemnity will survive any foreclosure, trustee's sale, or deed in lieu of the Trust Property, will benefit any foreclosure purchaser, and will not be subject to any otherwise applicable statutory or contractual anti-deficiency limitation or nonrecourse provision.

(e) The indemnity provided in this Deed of Trust for Hazardous Materials is intended to be in addition to, and not in lieu, limitation, or modification of, any separate environmental indemnity contained in any of the other Loan Documents.

26. **Impounds.** Upon Lender's written demand after the occurrence of an Event of Default (and expiration of any applicable grace period or notice and cure period), Borrower, on a monthly basis, will deposit with Lender, in addition to any other required payments under the Note, an amount sufficient to enable Lender to pay before delinquency all taxes, assessments, ground rents, and insurance premiums due on the Trust Property. Prior to an Event of Default (and expiration of any applicable grace period or notice and cure period) Lender shall not require any monthly impounds of these amounts. Borrower's installments will be equal to the estimated amounts of the payments next due (as estimated by Lender in its good faith), less all installments already paid, divided by the number of months that are to elapse before one month prior to the date when the payments are due. If the amounts paid to Lender under the provisions of this section are insufficient to discharge the obligation of Borrower for the actual amount of the payments, Borrower will immediately pay to Lender upon demand the additional sums as may be required to fully pay and discharge these items. All impound deposits paid may, at Lender's option: (a) be held and applied by Lender to pay taxes, assessments, ground rents, and insurance before delinquency; or (b) be credited directly to interest and/or principal due upon the indebtedness secured by this Deed of Trust. Upon payment by Lender of any taxes, assessments, ground rents, or insurance premiums, the amount paid will be added to the principal of the indebtedness secured by this Deed of Trust. Nothing in this Section 26 will be deemed to release Borrower from the obligation to pay taxes, assessments, ground rents, or insurance premiums to the extent these payments are in excess of those amounts impounded by Lender. All amounts deposited by Borrower under this Section 26 are assigned by Borrower to Lender as additional security for the Obligations.

27. **Transfers.**

(a) For purposes of this Deed of Trust and the other Loan Documents, a "Transfer" is: (i) any actual or attempted sale, exchange, transfer, assignment, conveyance, quit claim, right of first refusal, or purchase option with respect to all or any right, title, or interest in the Trust Property; or (ii) any actual or attempted assignment, pledge, sale, or transfer of any management or economic interest in Borrower that does not constitute a Permitted Borrower Transfer under the terms and conditions of the Loan Agreement. Except as otherwise provided in the Loan Agreement, all Transfers are subject to Lender's prior written approval, which approval may not

be unreasonably withheld. Any Transfer that is not so approved by Lender will constitute a **"Prohibited Transfer"** under this Deed of Trust and the other Loan Documents.

(b) In addition to any other right or remedy available to Lender, Lender may void any Prohibited Transfer by written election to Borrower.

(c) If any Transfer occurs, whether or not Lender consents, Lender, in addition to any other remedies provided in this Deed of Trust, may require that a transfer fee be paid to Lender prior to, concurrent with, or after the Transfer and may also require an increase in the rate of interest payable on the unpaid principal balance of the Note. Consent to any one Transfer will not be deemed to be consent to any other Transfer, and no consent will constitute a commitment to subordinate the lien of this Deed of Trust to any interest created by the Transfer.

28. **Authority.** Borrower and each signatory who signs on the Borrower's behalf jointly and severally represent and warrant that: (i) Borrower is a duly formed and validly existing corporation, partnership, limited partnership, or limited liability company, as applicable; (ii) Borrower has all requisite power and authority to enter into and perform under this Deed of Trust; (iii) Borrower's execution and delivery of this Deed of Trust and its performance under this Deed of Trust will not violate Borrower's organizational documents or any other agreement to which Borrower is a party; and (iv) this Deed of Trust and the Obligations are the valid and enforceable obligations of Borrower.

29. **Other Encumbrances.**

(a) Borrower will not permit any consensual or non-consensual liens, mortgages, deeds of trust, agreements for sale, or security interests (called, collectively, the **"Prohibited Encumbrances"**), other than the lien of this Deed of Trust, to be placed on all or any part of the Trust Property without the prior written consent of Lender (which may be given or withheld in Lender's sole discretion, and which, if permitted, will be referred to as **"Permitted Encumbrances"**). If Borrower consents to or otherwise permits a Prohibited Encumbrance to exist with respect to all or any part of the Trust Property, an Event of Default shall be deemed to exist under this Deed of Trust, and Borrower, upon Lender's written request, must fully release and discharge the Prohibited Encumbrance within 30 days. If not discharged and released on a timely basis, Lender may exercise its rights and remedies under this Deed of Trust and the other Loan Documents including the right to accelerate the loan described in the Loan Documents and to advance funds sufficient to release and discharge the Prohibited Encumbrance. All amounts advanced will be considered protective advances under Section 12 above.

(b) If Lender approves any Permitted Encumbrance, Borrower must pay and perform (before delinquency and at all times required) all obligations under the Permitted Encumbrance. Without the prior written consent of Lender, Borrower will not consent to or agree to the increase in the principal amount of any Permitted Encumbrance or to any extension of time for payment of the Permitted Encumbrance. If any Permitted Encumbrance is in default for any reason, Lender may cure the default notice, and the cost of curing the default, with interest at the greater of any default rate of interest established in the Note or 10% per annum, will be secured by this Deed of Trust.

(c) All amounts paid by Lender under this Section 29 will be added to the Obligations secured by this Deed of Trust and must be repaid by Borrower upon written demand issued by Lender at any time after the advances are made by Lender. Additionally, if Lender makes a written election to do so, Lender may elect to be subrogated to the rights of the lienholder so paid. Immediately upon receiving any knowledge or notice of any default or

claimed default under any Permitted Encumbrance, Borrower will give written notice to Lender and will give to Lender a true copy of each and every notice, summons, legal process, legal paper, or other communication relating in any way to any Permitted Encumbrance or any default under the Permitted Encumbrance.

30. **Irrevocable.** The trusts created by this Deed of Trust are irrevocable.

31. **Invalidity.** If any one or more of the provisions of this Deed of Trust or the applicability of any provision to a specific situation are held to be invalid or unenforceable, the provision will be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Deed of Trust and all other applications of the provisions will not be affected.

32. **Legal.** If it becomes necessary for the Lender to employ legal counsel or to take legal action to collect the indebtedness, to enforce any provision, or to protect any of Lender's rights under this Deed of Trust (including any protection of Lender's rights under any proceedings under Title 11 of the United States Code), Borrower agrees to pay to Lender, in addition to taxable costs of any legal proceeding or action, attorney fees in a reasonable amount and all costs of preparation and conduct of the proceedings, including costs of title searches and title policy commitments, all of which will be a lien upon the Trust Property and secured by this Deed of Trust.

33. **No Offset.** No offset or claim that Borrower now has or may in the future have against Lender will relieve Borrower from paying installments or performing any other obligation in or secured by this Deed of Trust.

34. **Corrections.** Borrower will, upon request of the Trustee, promptly correct any defect or error which may be discovered in the contents of this Deed of Trust or in its execution or acknowledgment, and will execute, acknowledge, and deliver further instruments and do further acts as may be necessary or as may be reasonably requested by the Trustee or by the Lender to carry out more effectively the purposes of this Deed of Trust and to perfect and maintain the lien and security interest created by this Deed of Trust.

35. **Resignation.** Trustee may resign by mailing or delivering notice to Lender and Borrower, and Lender may, at any time Lender may desire, appoint another Trustee in place of Trustee or any successor. Borrower will cause this Deed of Trust to be duly recorded in the Recorder's Office of the County in which the Trust Property is situated.

36. **Security Interest.** This Deed of Trust will constitute a security agreement as well as a financing statement and, to the extent required under the Utah Uniform Commercial Code because a portion of the Trust Property may constitute fixtures, this Deed of Trust is recorded in the office where a mortgage would be recorded for purposes of the Utah Uniform Commercial Code. Borrower agrees that the Obligations are further secured by security interests in all fixtures, equipment, and other personal property covered by the Utah Uniform Commercial Code, if any, that are used on, in, or about the Trust Property (or any part) or that are used by Borrower or any other person (including a lessee under a Sublease) in connection with the Trust Property. Borrower grants to Lender a valid and effective security interest in all the personal property, together with all replacements, additions, and proceeds. Except for the security interest granted by Borrower under this Deed of Trust, Borrower agrees that, without the written consent of Lender, no other security interest will be created under the provisions of the Uniform Commercial Code or the Utah Uniform Commercial Code and no lease will be entered into with respect to any goods, fixtures, equipment, appliances, or articles of personal

property now attached to or used or to be attached to or used in connection with the Trust Property. Borrower agrees that all property of every nature and description covered by the lien and charge of this Deed of Trust together with all the property and interests covered by this security interest are encumbered as a unit, and upon a default by Borrower, all of the Trust Property, at Lender's option, may be foreclosed upon or sold in the same or different proceedings or at the same or different time, subject to the provisions of applicable law. The filing of any financing statement relating to any such property or rights or interests will not be construed to diminish or alter any of Lender's rights or priorities under this Deed of Trust.

37. **Construction Deed of Trust.** This Deed of Trust constitutes a construction deed of trust, and Lender constitutes a construction lender. This Deed of Trust secures an obligation incurred for the construction of improvements on the Premises including the acquisition cost of the Premises. As a result, Borrower understands and agrees that funds to be advanced pursuant to the Note are to be used in the construction of certain improvements on the Premises in accordance with the Loan Documents.

38. **Waiver of Jury Trial.** BORROWER: (A) WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT BORROWER MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS DEED OF TRUST OR THE TRANSACTIONS CONTEMPLATED (WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY); (B) CERTIFIES THAT NO REPRESENTATIVE, AGENT, OR ATTORNEY OF HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT LENDER WOULD NOT, IF LITIGATION ARISES, SEEK TO ENFORCE THE FOREGOING WAIVER; AND (C) ACKNOWLEDGES THAT BORROWER HAS BEEN INDUCED TO ENTER INTO THIS DEED OF TRUST AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS IN THIS SECTION.

39. **General.**

(a) Upon the written request of Lender stating that all of the Obligations have been paid or performed and upon surrender of this Deed of Trust to Trustee for cancellation and upon payment by Borrower of its fees, Trustee will reconvey, without warranty, the estate in the Trust Property then held by Trustee. The grantee in the reconveyance may be designated and described as the "person or persons legally entitled thereto", or by other appropriate terms. In lieu of execution of a reconveyance by Trustee, Lender may execute or release or, on behalf of Trustee, execute the reconveyance, in which case legal title will be vested in the "person or persons legally entitled thereto". Lender will not be obligated to consent to or permit any partial releases of the Trust Property.

(b) Except as provided in Section 27 (i.e., prohibited transfers), this Deed of Trust will inure to and bind the heirs, legatees, devisees, administrators, executors, successors, and assigns of the parties. This Deed of Trust will be so construed that, wherever applicable, the use of the singular number will include the plural number, the use of the plural number will include the singular number, and the use of the masculine gender will include the feminine gender. The term "**Lender**" will mean the owner and holder of the Note, and will include all successors and assigns of a beneficiary to this Deed of Trust and all participants in the Loan described in the Loan Documents. Any appointment of Lender as attorney-in-fact for Borrower will be with full power of substitution. This Deed of Trust was prepared after negotiations by and between Borrower and Lender, and Borrower waives any rule of construction that requires that this Deed of Trust be construed against Lender because Lender or its attorneys prepared this Deed of Trust.

(c) Time is of the essence in the payment and performance of each and every provision of this Deed of Trust. No failure on the part of Lender to exercise any of its rights upon any default will be construed to prejudice its rights if any other or subsequent default. No delay on the part of Lender in exercising any of the rights will be construed to preclude it from their exercise at any time during the continuance of the default. Lender may enforce any one or more remedies or rights under this Deed of Trust successively or concurrently at its option, and any enforcement of any one or more remedies will be not deemed to be any election against or preclusion of any other rights or remedies.

(d) This Deed of Trust, the Note, and any documents secured by this Deed of Trust will be governed and construed in accordance with the laws of the State of Utah. Borrower irrevocably submits to jurisdiction and venue in the State of Utah for any legal action relating to this Deed of Trust, the Note, or any other agreement given in connection with the Note or Deed of Trust. Borrower waives any defense or objection to jurisdiction or venue based on the doctrine of "forum non conveniens", and Borrower stipulates that any state court in the State of Utah will have personal jurisdiction over Borrower for the purpose of litigating any dispute or controversy arising out of this Deed of Trust, the Note, or any other loan documents. Borrower agrees that if Borrower commences or maintains any action or proceeding arising out of this Deed of Trust, the Note, or the other loan documents in any forum other than a state court in Utah, Lender will be entitled to the removal, dismissal, or stay of the action.

[SIGNATURE PAGE FOLLOWS]

**EXHIBIT A
PROPERTY DESCRIPTION**

PARCEL 1: ~~(11-014-0019)~~ DD

A part of the Northeast quarter of Section 5, Township 6 North, Range 1 West, Salt Lake Meridian, U.S. Survey: Beginning at a point North 1484.6 feet and South 89°38' East 1981 feet and North 00°48' East 338.0 feet from the Southwest corner of said quarter section and running thence North 00°48' East 203.2 feet, along the state road; thence South 89°33' West 397 feet; thence South 05°32' West 213.1 feet; thence South 66°26' West 305.3 feet; thence South 04°18' East 194.2 feet; thence East 42.6 feet to the Westerly line of that real property described in Deed Entry No. 1964287 of the official records of Weber County; thence along said line the following 7 courses: North 18°01' East 149.7 feet; thence North 43° East 148.9 feet; thence North 82° East 153.2 feet; thence North 31°34' East 34 feet; thence North 74° East 35.2 feet; thence North 89° East 89.2 feet; thence North 82° East 200.00 feet to the West line of Washington Boulevard and the point of beginning.

LESS AND EXCEPTING any portion lying within the bounds of 1700 North Street, a public road.

PARCEL 2: (11-014-0048) *SPH*

Part of the Northeast quarter of Section 5, Township 6 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point on the West line of Washington Boulevard said point being 1982.6 feet North, 1705 feet North 74°30' East, 410 feet North 89°16' East to the West line of Washington Boulevard, and 430.6 feet South 00°50'15" West along said West line from the Southwest corner of said quarter section and running thence South 00°50'15" West 21.00 feet along said West line; thence North 89°33' West 397.00 feet; thence South 05°32' West 213.1 feet; thence South 66°26' West 207.19 feet; thence North 00°27' East 317.59 feet; thence South 89°33' East 605.27 feet to the point of beginning.

PARCEL 3: (11-014-0062) *W*

Part of the Northeast quarter of Section 5, Township 6 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point on the West line of Washington Boulevard South 519.45 feet, more or less, from the North line of said Section 5 said point also being the Southeast corner of that real property described in Deed Entry No. 2347477 of the official records of Weber County; thence South along West line of said street 100.6 feet; thence West 136 feet, more or less; thence North 202.35 feet; thence North 89°16'00" East 26.5 feet, more or less, to the Northwest corner of property owned by Nathaniel Wood; thence South 00°05'00" West 103.50 feet; thence North 89°16'00" East 109.50 feet, more or less, to the point of beginning.

PARCEL 4: ~~(11-014-0061)~~ DD


Part of the North 1/2 of Section 5, Township 6 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point 1484.6 feet North and 205.29 feet South 89°03' East from the Southwest corner of said quarter section and running thence North 745.46 feet; thence East 1807.60 feet, more or less, to the East boundary line of described property; thence South 213.90 feet, more or less, to the North line of Tolman property (11-014-0048); thence North 89°33' West 469.27 feet, more or less, to the Northwest corner of said Tolman property; thence South 00°27' West 317.59 feet; thence South 66°26' West 98.11 feet; thence South 04°18' East 194.2 feet; thence North 89°18'30" West 1260.58 feet, more or less, to the point of beginning.

LESS AND EXCEPTING any portion lying within the bounds of The Village at Prominence Point recorded January 22, 2015 in Book 76 at Page 78.

PARCEL 5: (11-014-0016) *SPH W*

Part of the Northeast quarter of Section 5, Township 6 North, Range 1 West, Salt Lake Meridian, U.S. Survey: Beginning on the West line of the state road North 1969.8 feet and North 74°30' East 1705 feet and North 87°16' East 410.5 feet and South along road 226.5 feet from the Southwest corner of said quarter section; thence South

89°16' West 109.5 feet; thence South 50' West 103.5 feet; thence North 89°16' East 109.5 feet to road; thence North along road to the beginning.

PARCEL 6: (~~11-014-0021~~) 

A part of the Northeast quarter of Section 5, Township 6 North, Range 1 West, Salt Lake Meridian, U.S. Survey:

Beginning at a point on the West line of Washington Boulevard which is South 89°40'15" West 617.4 feet, South 00°50' West 970.54 feet and North 89°10' West 66.00 feet from the Northeast corner of said Section 5 and running thence South 00°50' West 122.96 feet along the West line of Washington Boulevard to an existing fence; thence North 89°38' West 100 feet; thence North 89°10' West 200 feet along said fence to the North bank of a creek; thence 5 courses along said North bank as follows: North 70°17' East 95.60 feet, North 73°56' East 53.20 feet, North 64°35' East 108.20 feet, North 58°48' East 53.10 feet and North 66°31' East 19.23 feet to the point of beginning.

LESS AND EXCEPTING any portion lying within the bounds of 1700 North Street, a public road.

PARCEL 7:

Lot 1, THE VILLAGE AT PROMINENCE POINT, according to the official plat thereof on file and of record in the Weber County Recorder's office.

11-405-0001 & 0002

Tax Id No.: ~~11-014-0019, 11-014-0040, 11-014-0062, 11-014-0061, 11-014-0016~~ and 11-014-0021