

13074445
9/16/2019 11:18:00 AM \$40.00
Book - 10831 Pg - 30-49
RASHELLE HOBBS
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 20 P.

WHEN RECORDED, RETURN TO:

Cottonwood Mall, LLC
c/o The Howard Hughes Corporation
13355 Noel Road, Suite 2200
Dallas, Texas 75240
Attn: Legal Department

Tax Parcel Nos. See attachment

**DEED OF TRUST, SECURITY AGREEMENT AND
ASSIGNMENT OF RENTS AND LEASES**

(Promissory Note Obligations)

THIS DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES ("Deed of Trust") is made and entered into this 16 day of September, 2019, by, between, and among KMW DEVELOPMENT L.L.C., a Utah limited liability company, whose address is c/o Woodbury Corporation, Attn: Legal Department, 2733 Parleys Way, Suite 300, Salt Lake City, Utah 84109 ("**Trustor**") to FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation licensed to do business and doing business as a title insurance company in the State of Utah, whose address is 560 South 300 East, Salt Lake City, Utah 84111 ("**Trustee**"), in favor of COTTONWOOD MALL, LLC, a Delaware limited liability company, whose address is One Galleria Tower, 22nd Floor, 13355 Noel Road, Dallas, Texas 75240 ("**Beneficiary**").

RECITALS

A. Purchase Agreement. Trustor's assignors, Millrock Capital, LLC, a Utah limited liability company, and Woodbury Corporation, a Utah corporation, entered into a certain Agreement for the Purchase and Sale of Real Property dated as of May 3, 2019, with Beneficiary (as the same may hereafter be supplemented, modified or amended, the "**Purchase Agreement**").

B. Promissory Note. As part of the purchase price for the Property, Trustor has agreed to pay to Beneficiary certain amounts pursuant to a Promissory Note Secured by Deed of Trust (the "**Note**," as described in the Purchase Agreement) (the "**Total Principal Amount**"). This Deed of Trust is given to secure payment of the Total Principal Amount.

AGREEMENT

Upon the terms, covenants and conditions set forth in this Deed of Trust and in consideration of the conveyance to Trustor of the Property pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

Trustor hereby CONVEYS AND WARRANTS to Trustee in trust, for the benefit of Beneficiary, with power of sale, the following described real and personal property:

FIRST AMERICAN TITLE
#NCS 9157820

W *Q*

A. **Real Property.** All right, title, interest and estate of Trustor in and to the real property in Salt Lake County, Utah, described on Exhibit A which is attached hereto and incorporated herein by this reference (the "Property"):

B. **Assigned Contracts.** Except for any contracts relating to commercial or other non-residential improvements on the Property, all right, title, interest and estate of Trustor, now owned or hereafter acquired, in and to the following (the "Improvements"):

(1) All contracts and agreements relating to the planning, design, engineering or architecture of the Improvements;

(2) All drawings, models, plans, specifications, budgets, cost estimates, bid packages, bids, and other related documents relating to the development or construction of the Improvements;

(3) All contracts and agreements relating to the installation, construction or demolition of any of the Improvements, including all retainages, payment and performance bonds, and performance escrows described in or required by any of the foregoing;

(4) All contracts and agreements relating to the development of the Property or the Improvements, including all contracts with government authorities granting entitlements or development rights with respect to the development of the Improvements, appraisals, soils reports, feasibility studies, environmental assessment reports, and engineering, mechanical and wetlands reports relating to the development of the Improvements;

(5) All contracts and agreements between Trustor and any utility company, water company or user association, or telecommunications company for the purpose of: (a) furnishing electricity, natural gas or oil, telephone, sewer, water, cable television, internet or other such services to the Improvements to be constructed on the Property; (b) providing hook-ups, connections, lines or other necessary laterals or tie-ins to the Property and the Improvements constructed or to be constructed on the Property, including any "will serve" letters benefiting the Improvements to be constructed on the Property; or (c) granting any such utility or other company access to the Improvements or to space in or on the Property or the Improvements to provide service to the Improvements to be constructed on the Property;

(6) All contracts and leases granted by Trustor, as lessor, to any individual or entity for the use of roof-top space or other areas on the Improvements for the placement of telecommunications equipment, antennae or transmission devices, or for the placement of billboards, signs or other advertising media;

(7) All contracts and agreements for marketing, leasing, advertising, use, or sale of the Improvements or any portion of the Improvements;

(8) All contracts and agreements relating to the management of the Improvements on the Property and the other Improvements, or with any franchisor relating to the operation or use of the Improvements;

(9) All security deposits, connection fees, prepayments, reservation fees and other payments made by Trustor with respect to any of the foregoing; and

(10) All modifications, amendments, substitutions and replacements of any of the foregoing.

C. **Awards.** All right, title, interest and estate of Trustor, now owned or hereafter acquired, in and to:

(1) All awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of any portion of the Property on which the Improvements may now or hereafter be situated or of any estate or easement in such Property (including any awards for change of grade of streets); and

(2) The proceeds of insurance paid on account of partial or total destruction of the Improvements now or hereafter located upon the Property or any portion thereof, regardless of whether or not Trustor is required to carry such insurance under this Deed of Trust.

D. **Construction Materials.** All right, title, interest and estate of Trustor, now owned or hereafter acquired, in and to all building materials, supplies and inventories acquired by Trustor and delivered to the Property for use in connection with or for incorporation into the Improvements on the Property.

E. **Equipment.** All right, title, interest and estate of Trustor, now owned or hereafter acquired, in and to:

(1) All goods, supplies, appliances, floor coverings, furnishings, window coverings, security systems, communications systems and equipment, artwork, light fixtures, and other articles of tangible personal property of Trustor used or acquired for use on the Property in connection with the development or operation of the Improvements;

(2) All attachments, accessories and accessions thereto and all substitutions and replacements thereof and all parts therefor.

F. **Fixtures and Interests.** All right, title, interest and estate of Trustor, now owned or hereafter acquired, in and to:

(1) All buildings, improvements, renovations, works, structures, facilities and fixtures, including any future additions to, and improvements and betterments upon, and all renewals and replacements of, any of the foregoing and which are owned or acquired

by Trustor and which are now or hereafter shall be constructed or affixed or constructively affixed to the Property, or to any portion of the Property; and

(2) All easements, licenses, streets, ways, alleys, roads, passages, rights-of-way, waters, watercourses, water rights, ditches and ditch rights (whether now owned or hereafter acquired by Trustor and whether arising by virtue of land ownership, contract or otherwise), of any kind and nature, relating to or in any way appurtenant or appertaining to the Property or any portion of the Property.

(3) All declarant rights, special declarant rights or other similar rights, authority and interest of Trustor, as developer, arising out of any covenants, conditions and restrictions now or hereafter encumbering the Property or any portion thereof.

G. Intangibles. All right, title, interest and estate of Trustor, now owned or hereafter acquired, in and to:

(1) All general intangibles of every nature and intellectual property owned by Trustor pertaining to the Improvements including, without limitation, any software, and any trade names, service names, trademarks, service marks, marketing materials, telephone numbers, domain names and any other names, numbers or materials used to identify, advertise or promote the Improvements and Property that are encumbered by this Deed of Trust; and

(2) All now existing or hereafter acquired chattel paper, accounts, deposit accounts, payment intangibles, letter of credit rights, supporting obligations, good will and other intangible personal property owned by Trustor pertaining to the Improvements.

H. Permits and Licenses. All right, title, interest and estate of Trustor, now existing or hereafter acquired, in and to all permits, franchises, privileges, grants, entitlements, consents, licenses, authorizations and approvals heretofore or hereafter granted by the United States, by the State of Utah or by any departments or agencies thereof or any other governmental or public bodies, agencies or authorities (including, without limitation, the City of Holladay, or Salt Lake County, Utah) to or for the benefit of Trustor and utilized in connection with the development, construction or operation of the Property and Improvements.

I. Leases, Rents, Issues, Etc. All right, title, interest and estate of Trustor, now owned or hereafter acquired, in and to all sales proceeds, leases, rents, subrents, issues, royalties, income and profits of and from the Improvements constructed or to be constructed on any portion of the Property.

J. Tenements and Hereditaments. All right, title, interest and estate of Trustor, now owned or hereafter acquired, in and to all and singular the tenements, hereditaments, rights, privileges and appurtenances belonging, relating, or in any way appertaining to any of the Property, or any portion of the Property, or which shall hereafter in any way belong, relate or in any way appertain thereto (including, without limitation, any and all development rights, air rights or similar or comparable rights), and the reversion and reversions, remainder and remainders, and

estates, rights, titles, interests, possessions, claims and demands of every nature whatsoever, at law or in equity, which Trustor may have or may hereafter acquire in and to the Property or any portion of the Property.

K. Proceeds and Products. All cash and noncash proceeds and all products of any of the foregoing, including, without limitation, insurance proceeds.

All of the foregoing is called the “**Trust Estate.**”

FOR THE PURPOSE OF SECURING:

- (1) The payment and performance of each and every obligation of Trustor under the Note.
- (2) the performance of each agreement of Trustor contained in this Deed of Trust;
- (3) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms of this Deed of Trust; and
- (4) payment of all obligations under any other evidence of indebtedness of Trustor in favor of Beneficiary upon the mutual agreement of Trustor and Beneficiary.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1. **Preservation of Trust Estate.** To keep the Trust Estate in good condition and repair; except as contemplated by any approved plans and specifications for the improvements to the Property, not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Trust Estate; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; and to do all other acts which from the character or use of the Trust Estate may be reasonably necessary, the specific enumerations herein not excluding the general.

2. **Hazard Insurance.** To provide and maintain or to cause to be provided or maintained insurance, of such type or types and amounts as Beneficiary may reasonably require, on the improvements now existing or hereafter erected or placed on the Property in the amounts and types described below:

(a) **Property Hazard Insurance.** All Risk/Special Form Property Insurance, including, without limitation, fixtures and personal property to the extent they are maintained on the Property, and providing, at a minimum, fire and extended coverage on a full replacement cost basis in an amount not less than 100% of the insurable value of the improvements, exclusive of the Property, foundations and other items normally excluded from coverage (based upon current replacement cost). At all times during material construction on the Property, a Builder’s Risk Insurance policy, including without limitation, theft coverage and such other coverages and endorsements, insuring against damage to the Improvements on the property in an amount not less than 100% of the insurable value.

(b) Flood Insurance. If the Property is located in a special flood hazard area as identified by the Federal Insurance Administration, federally subsidized flood insurance covering the risk of damage to the buildings, fixtures, personalty and other improvements located upon the Property caused by flooding for the Total Principal Amount or the maximum amount of subsidized insurance available, whichever is less. In lieu of such flood insurance, Trustor shall submit to Beneficiary evidence satisfactory to Beneficiary that no part of the Property is, or will be, within an area designated as a flood hazard area by the Federal Insurance Administration.

(c) Liability Insurance. Commercial General Liability insurance with a single limit per accident or occurrence of not less than \$5,000,000.00, and an aggregate of not less than \$5,000,000.00, insuring against any and all liability of the insured with respect to the Property or arising out of the maintenance, use or occupancy thereof. The insurance required herein may be satisfied by maintaining any combination of primary policies and umbrella/excess policies written as follow form or with coverage at least as broad as the primary policies. During the period of any material construction, contractors and/or subcontractors shall maintain in full force and effect such liability insurance as Trustor may require, and shall name Beneficiary as an additional insured or loss payee, as appropriate.

(d) Such other insurance and in such amounts as may from time to time reasonably be required by Beneficiary against the same or other hazards.

Each insurance policy maintained pursuant to the foregoing Subparagraphs (a)-(c) shall be written by an insurance carrier licensed to transact business in the State of Utah and shall contain a standard "mortgagee protection clause", shall have attached a "lender's loss payable endorsement", and shall name Beneficiary as an additional insured or loss payee, as appropriate. All such policies shall contain a provision that such policies will not be canceled or materially amended or altered, including reduction of coverage, without at least 30 days prior written notice to Beneficiary. In event of loss under the policies described in Subparagraphs (a) and (b), Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Trustor and Beneficiary jointly. In the event of the foreclosure of this Deed of Trust or other transfer of title to the Trust Estate in extinguishment, in whole or in part, of the debt secured by this Deed of Trust, all right, title and interest of the Trustor in and to any insurance policy then in force shall pass to the purchaser or grantee.

3. **Evidence of Title.** To deliver to, pay for and maintain with Beneficiary until the indebtedness and other obligations secured by this Deed of Trust are paid and performed in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

4. **Defense of Title.** To appear in and defend any action or proceeding purporting to affect the security hereof, the title to the Trust Estate, or the rights or powers of Beneficiary or Trustee, and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all court costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum incurred by Beneficiary or Trustee. Notwithstanding anything herein to the contrary, Trustor shall have no obligation to indemnify Beneficiary under this paragraph to the

extent any defect in title arises from a breach of Beneficiary's representations, warranties, and covenants contained in the Purchase Agreement or deed conveying title to Trustor. Further, notwithstanding anything herein to the contrary, Trustor shall have no obligation to indemnify Trustee to the extent any defect in title is covered by a policy of title insurance provided by Trustee to Trustor.

5. **Taxes and Assessments.** To pay, at least ten (10) days before delinquency, all taxes and assessments affecting the Trust Estate, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Trust Estate, if any; to pay, when due, all encumbrances, charges, and liens with interest on the Trust Estate or any part thereof, which at any time appear to be prior or superior to the lien of this Deed of Trust and have not been previously consented to in writing by Beneficiary; and to pay all costs, fees and expenses of this Trust.

6. **Repayment of Advances by Beneficiary.** To pay immediately upon written demand from Beneficiary all sums expended under this Deed of Trust by Beneficiary or Trustee with interest from the date of expenditure at a variable rate of interest equal to the prime or reference rate of interest announced from time to time by Bank of America, N.A. plus five percent (5%) per annum, or the maximum rate permitted by law, if less, the repayment of which shall be secured by this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

7. **Assignment of Leases and Rents.** That Trustor hereby irrevocably and absolutely assigns and transfers to Beneficiary, all rents, issues, income, revenues, royalties and profits derived from the Improvements constructed or to be constructed on the Property, including all present and future leases and rental agreements. Subsequent to an event of default, and written notice to Trustor thereof, rents, including those past due, unpaid or undetermined, may be collected by Beneficiary or its agent, and shall be applied, less costs and expenses of operation and collection, including reasonable attorneys' fees, to any indebtedness and/or obligation secured hereby, and in such order as Beneficiary shall determine. Rights assigned to Beneficiary under this paragraph may be enforced by Beneficiary without regard to the adequacy of the security hereof or the solvency of Trustor by any one or more of the following methods: (i) appointment of a receiver, (ii) Beneficiary's taking possession of the Improvements then constructed on the Property; (iii) Beneficiary's collecting any monies payable under leases or rental agreements directly from the parties obligated for payment; (iv) injunctions; and (vi) any other method permitted by law. The collection of the rents, and the application thereof as aforesaid, shall not cure or constitute a waiver of any default or notice of default hereunder or invalidate any act done pursuant to such notice. Trustor and Beneficiary intend that this assignment shall be a present, absolute and unconditional assignment, not an assignment for additional security only, and shall, immediately upon the execution hereof, subject to the license granted above, give Beneficiary, and its agent, the right to collect the rents and to apply them as aforesaid. Nothing contained herein, nor any collection of rents, issues, profits and income by Beneficiary, or its agent, or a receiver, shall be construed to make Beneficiary a "mortgagee-in-possession" of the Property so long as Beneficiary has not itself entered into actual possession of the Property or shall be construed to be an assumption of liability by Beneficiary under, or a subordination of, the lien of this Deed of

Trust, to any tenancy, lease or option. So long as Trustor is in default hereunder, Trustor agrees to provide Beneficiary with updated leases within ten (10) days of any request by Beneficiary.

8. **Protection of Beneficiary's Rights in Trust Estate.** Should Trustor fail to make any payment or to do any act provided in this Deed of Trust, then Beneficiary or Trustee, but without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation thereof, may: (a) make or do the same in such manner and to such extent as either may deem necessary to protect the Trust Estate, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; (b) commence, appear in and defend any action or proceeding purporting to affect the Trust Estate or the rights or powers of Beneficiary or Trustee; (c) pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior to the lien of this Deed of Trust and not previously consented to in writing by Beneficiary; and (d) in exercising any such power, incur any liability, expend whatever amounts in their absolute discretion they may deem necessary therefor, including cost of evidence of title, employment of counsel, and payment of reasonable counsel fees.

9. **Partial Releases.** Beneficiary shall provide one or more partial releases from the lien of this Deed of Trust as provided in the Letter Agreement of even date herewith by and between Trustor and Beneficiary.

10. **Subordination.** Beneficiary agrees, upon written request from Trustor certifying its compliance with the requirements of this Section 10 and the Purchase Agreement, to subordinate this Deed of Trust and the liens and security interests granted herein to any deed of trust, mortgage, security agreement or other security document previously or hereafter given to secure a loan by a commercial lender to the Trustor or its successors or assigns to finance the construction of any Improvements on the Property, including any extension, renewal, modification, revision, refinancing or other replacement thereof (the "**Permitted Financing Documents**"). The maximum amount of the indebtedness under the Permitted Financing Documents shall not exceed Trustor's actual cost of constructing the Improvements on the Property. It is anticipated that more than one building will be constructed on the Property. Each building may have a different construction lender, but Beneficiary shall not be obligated to subordinate this Deed of Trust to the lien of more than one mortgage or deed of trust on any particular building constructed on the Property at any particular time. In other words, through subordination this Deed of Trust may become a second priority mortgage or deed of trust with respect to some or all of the Property, but shall not become a third or lesser priority lien. Beneficiary agrees to execute and deliver such additional documents or instruments as may be reasonably required by Trustor or the lender under any Permitted Financing Documents to further evidence or confirm such subordination. In addition to the Permitted Financing Documents, it is the intent of the parties that this Deed of Trust shall be subject and subordinate to: (i) property taxes and assessments, (ii) the Permitted Exceptions, and (iii) any declaration of covenants, conditions and restrictions, and plats recorded against the Property.

11. **Condemnation and Casualty.** Should the Trust Estate or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation,

awards, and other payments or relief therefor, and shall be entitled, at its option, to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting the Trust Estate, are hereby assigned to Beneficiary, who shall, after deducting therefrom all its expenses, including attorneys' fees, apply the same to repair or restore the Property, or if Trustor and Beneficiary mutually agree, Beneficiary may apply the same to the indebtedness secured by this Deed of Trust. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

12. **Actions by Trustee.** At any time, and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Deed of Trust for cancellation and retention, without affecting the liability of any person for the payment of the indebtedness secured by this Deed of Trust, Trustee may: (a) consent to the making of any map or plat of the Property; (b) join in granting any easement or creating any restriction on the Property; (c) join in any subordination or other agreement affecting this Deed of Trust or the lien or charge of this Deed of Trust; (d) reconvey without warranty all or any part of the Trust Estate; (e) take other or additional security for the payment of the obligations secured by this Deed of Trust. The grantee in any reconveyance may be described as "the person or persons entitled thereto", and the recitals therein of any matters of fact shall be conclusive proof of the truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

13. **Insurance Proceeds and Awards.** The collection of the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of the Trust Estate, and the application or release thereof as described above, shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such notice.

14. **Non-Waiver.** Failure on the part of Beneficiary to enforce promptly any right under this Deed of Trust shall not operate as a waiver of such right and the waiver by Beneficiary of any default or acceptance of payment of any sum secured by this Deed of Trust after its due date shall not constitute a waiver of any other subsequent default.

15. **Default; Notice.** Time is of the essence hereof. A default by Trustor in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement under the terms of this Deed of Trust; the appointment of a receiver or a trustee for Trustor or Trustor's property; an assignment by Trustor for benefit of creditors; the insolvency of Trustor or the filing of a petition by or against Trustor in bankruptcy or pursuant to any law for the relief of debtors shall be events of default under this Deed of Trust. Unless otherwise expressly provided by the terms of this Deed of Trust, if an event of default occurs, Beneficiary shall give written notice of such occurrence to Trustor as follows: (a) in the event of a default in the payment of any amount under the Note or other monetary default, Trustor shall have fifteen (15) days following receipt of written notice from Beneficiary in which to cure such default; and (b) in the event of a nonmonetary default, Trustor shall have fifteen (15) days after receipt of written notice from Beneficiary specifying the nonmonetary default in which to effect a cure. However, if the nonmonetary default cannot reasonably be corrected within such fifteen (15) day period, Trustor

shall have an additional thirty (30) days to remedy such nonmonetary default if Trustor notifies Beneficiary of the manner in which the nonmonetary default shall be cured and if appropriate corrective action is instituted within the initial fifteen (15) day period and is diligently pursued thereafter.

16. **Remedies.** If Trustor fails to cure a default following notice and lapse of the applicable cure period (as described above), Beneficiary, at Beneficiary's option, shall have the following nonexclusive, cumulative remedies:

(a) **Acceleration.** Beneficiary may declare all sums secured by this Deed of Trust to be immediately due and payable;

(b) **Exercise of Private Power of Sale.** Beneficiary may cause Trustee to execute a written notice of default and election to sell the Trust Estate to satisfy all obligations secured by this Deed of Trust;

(c) **Personal Property Remedies.** With respect to those portions of the Trust Estate that are personal property, Beneficiary may exercise any right available to Beneficiary as a secured party under the Utah Uniform Commercial Code as then in effect, or any other right available to Beneficiary under other applicable law;

(d) **Receiver.** Beneficiary, as a matter of right and without regard to the then value of the Trust Estate or the interest of Trustor therein, may apply to any court having jurisdiction over the subject matter to appoint a receiver for the Trust Estate; and

(e) **Foreclosure as a Mortgage.** Beneficiary may foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including a reasonable attorneys' fee in such amount as shall be fixed by the court.

17. **Trustee's Sale.** If Beneficiary elects to exercise the private power of sale granted under this Deed of Trust, Trustee shall file such notice for record in each county where the Property or some part or parcel thereof is situated. After the lapse of such time as may then be required by law following the recordation of such notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Trust Estate on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which the Trust Estate, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause deemed expedient, postpone the sale from time to time until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale. Trustee shall execute and deliver to the purchaser a Trustee's Deed conveying the Trust Estate so sold, but without any covenant or warranty, expressed or implied. The recitals in the Trustee's Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of: (a) the costs and expenses of exercising the power of sale

and of the sale, including the payment of the Trustee's fees and reasonable attorneys' fees; (b) cost of any evidence of title procured in connection with such sale; (c) all sums expended under the terms of this Deed of Trust not then repaid, with accrued interest at a variable rate of interest equal to the prime or reference rate of interest announced from time to time by Bank of America, N.A. plus five percent (5%) per annum, or the maximum rate permitted by law, if less from date of expenditure; (d) all other sums then secured by this Deed of Trust; and (e) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the Clerk of the District Court in the county in which the sale took place.

18. **Surrender of Possession After Foreclosure.** Trustor agrees to surrender possession of the Trust Estate to the purchaser at the Trustee's sale, immediately after such sale, in the event such possession has not previously been surrendered by Trustor.

19. **Successor Trustee.** Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which the Trust Estate or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named in this Deed of Trust or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

20. **Successors and Assigns, Interpretation.** This Deed of Trust shall apply to, inure to the benefit of, and bind Trustor, Trustee, Beneficiary, their heirs, legatees, devisees, administrators, executors, successors and permitted assigns. All obligations of Trustor hereunder are joint and several. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

21. **Joint and Several Liability; Co-signers.** Trustor's covenants and agreements under this Deed of Trust (if signed by more than one individual or entity), shall be joint and several.

22. **Acceptance by Trustee.** Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

23. **Governing Law.** This Deed of Trust shall be construed according to the laws of the State of Utah, without giving effect to principles of conflicts of laws.

24. **Interest.** Notwithstanding any provision in this Deed of Trust or in the Purchase and Sale Agreement, the total liability for payments in the nature of interest shall not exceed the limits now imposed by the applicable laws of the State of Utah.

25. **Invalidity.** If any provision of this Deed of Trust should be held unenforceable or void, then such provision shall be deemed separable from the remaining provisions and shall in no way affect the validity of this Deed of Trust.

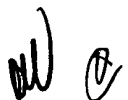
26. **Request for Notice.** Trustor requests that a copy of any notice of default and of any notice of sale under this Deed of Trust be mailed to Trustor at the address set forth above.

27. **Inspection of Trust Estate.** Beneficiary or its agent may make reasonable entries upon and inspections of the Property. Beneficiary shall give Trustor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

28. **Appraisals.** Trustor agrees to pay the cost of all appraisals and appraisal reviews required by Beneficiary, in Beneficiary's reasonable discretion (a) to comply with (i) any applicable statute or regulation, or (ii) the request or directive (whether or not having the force of law) of any regulatory authority with jurisdiction over Beneficiary; or (b) at any time after the occurrence of an Event of Default. All such appraisal costs shall become a part of the indebtedness secured hereby and shall be payable on demand, together with interest thereon at the highest rate applicable to any such indebtedness.

29. **Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Beneficiary in any capacity, without the written consent of Beneficiary.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE, ACKNOWLEDGMENT, AND EXHIBIT PAGES TO FOLLOW.]



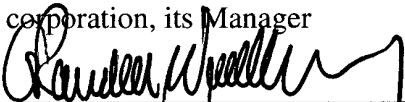
DEED OF TRUST
Signature Page

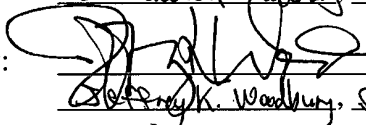
IN WITNESS WHEREOF, this DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES has been executed and delivered as of the date first above written.

TRUSTOR:

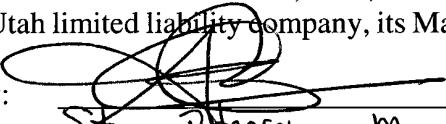
KMW DEVELOPMENT L.L.C.,
a Utah limited liability company

By: WOODBURY CORPORATION,
a Utah corporation, its Manager

By: 
G. Randall Woodbury, President

By: 
G. Randall Woodbury, Sr. J.P.

By: MILLROCK CAPITAL II, LLC,
a Utah limited liability company, its Manager

By: 
Steven Peterson, Manager

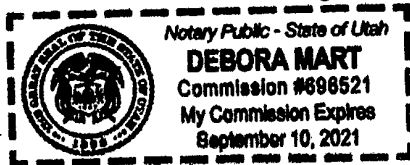
STATE OF Utah)
 : ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 13th day of September, 2019, by O. Randall Woodbury, the President of Woodbury Corporation, a Utah corporation, a Manager of KMW Development L.L.C., a Utah limited liability company.



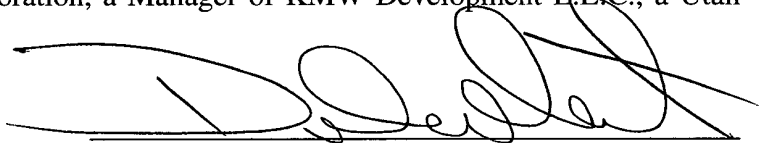
NOTARY PUBLIC
Residing at Salt Lake County, Utah

My Commission Expires:



STATE OF Utah)
 : ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 13th day of September, 2019, by Jeffrey K. Woodbury, the Senior Vice President of Woodbury Corporation, a Utah corporation, a Manager of KMW Development L.L.C., a Utah limited liability company.



NOTARY PUBLIC
Residing at Salt Lake County, Utah

My Commission Expires:

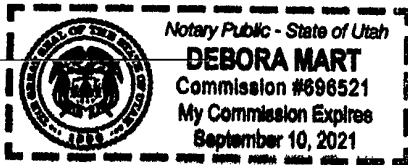


EXHIBIT A

REAL PROPERTY DESCRIPTION

The real property located in Salt Lake County, State of Utah, and more particularly described as follows:

PARCEL 1:

BEGINNING ON THE CENTERLINE OF THE COTTONWOOD CANAL AT A POINT WHICH IS SOUTH $0^{\circ}02'52''$ EAST ALONG THE SECTION LINE 657.97 FEET, NORTH $89^{\circ}48'$ WEST ALONG THE MURRAY HOLLADAY ROAD MONUMENT LINE 632.82 FEET AND SOUTH $54^{\circ}39'$ EAST ALONG THE CENTERLINE OF SAID CANAL 83.37 FEET FROM THE NORTHEAST CORNER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT OF BEGINNING ALSO BEING SOUTH $89^{\circ}48'$ EAST ALONG SAID MONUMENT LINE 799.87 FEET AND SOUTH $54^{\circ}39'$ EAST ALONG THE CENTERLINE OF SAID CANAL 83.37 FEET FROM THE COUNTY MONUMENT AT THE INTERSECTION OF MURRAY HOLLADAY ROAD AND HIGHLAND DRIVE; AND RUNNING THENCE NORTH $89^{\circ}48'$ WEST 682.47 FEET; THENCE NORTH $0^{\circ}12'$ EAST 15.0 FEET; THENCE NORTH $89^{\circ}48'$ WEST 144.42 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF HIGHLAND DRIVE; THENCE SOUTH $1^{\circ}46'10''$ EAST ALONG SAID RIGHT OF WAY LINE 42.90 FEET; THENCE NORTH $88^{\circ}13'50''$ EAST ALONG SAID EAST LINE 10.0 FEET; TO A POINT OF A SPIRAL CURVE WHICH IS CONCENTRIC WITH AND 50.0 FEET RADIALLY DISTANT EASTERLY FROM A 200.0 FOOT TEN CHORD SPIRAL FOR A 4 DEGREE CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE AND SPIRAL CURVE 196.50 FEET, MORE OR LESS, TO THE POINT OF CURVATURE OF A 1382.40 FOOT RADIUS CURVE THE CENTER OF WHICH BEARS NORTH $84^{\circ}13'50''$ EAST; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $30^{\circ}01'30''$, A DISTANCE OF 724.43 FEET TO THE POINT OF A SPIRAL CURVE; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID SPIRAL CURVE WHICH IS CONCENTRIC WITH AND 50.0 FEET RADIALLY DISTANT NORTHEASTERLY FROM A 200.0 FOOT TEN CHORD SPIRAL FOR A 4 DEGREE CURVE 196.50 FEET, MORE OR LESS, TO THE POINT OF TANGENCY; THENCE SOUTH $39^{\circ}47'40''$ EAST ALONG SAID RIGHT OF WAY LINE 1124.87 FEET; THENCE SOUTH $56^{\circ}10'$ EAST 151.248 FEET; THENCE NORTH $0^{\circ}35'40''$ WEST 40.957 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ARBOR LANE (ALSO KNOWN AS MEMORY LANE); THENCE SOUTH $85^{\circ}00'$ EAST ALONG SAID RIGHT OF WAY LINE 352.02 FEET TO THE POINT OF TANGENCY WITH A 214.51 FOOT RADIUS CURVE; THENCE EASTERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $36^{\circ}58'30''$, A DISTANCE OF 138.43 FEET TO THE CENTER OF BIG COTTONWOOD CREEK; THENCE ALONG THE CENTER OF SAID CREEK NORTH $51^{\circ}30'$ WEST 28.31 FEET AND NORTH $76^{\circ}00'$ WEST 141.00 FEET; THENCE NORTH $44^{\circ}50'$ EAST 155.00 FEET; THENCE NORTH $48^{\circ}18'24''$ EAST 123.45 FEET; THENCE SOUTH $57^{\circ}19'$ EAST 134.25 FEET TO A POINT ON THE ARC OF AN 811.00 FOOT RADIUS CURVE THE CENTER OF WHICH BEARS NORTH $51^{\circ}25'30''$ WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $4^{\circ}33'30''$, A DISTANCE OF 64.52 FEET TO A POINT OF COMPOUND CURVE; THENCE NORTHERLY ALONG THE ARC OF A 215.79 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $49^{\circ}37'$, A DISTANCE OF 186.87 FEET TO A POINT OF A COMPOUND CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF AN 1111.28 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $18^{\circ}38'$, A DISTANCE OF 361.40 FEET; THENCE NORTH $34^{\circ}14'$ WEST 64.50 FEET TO THE POINT OF TANGENCY WITH A 137.34 FOOT RADIUS CURVE; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF $58^{\circ}19'35''$, A DISTANCE OF 139.81 FEET TO A POINT OF THE SOUTHERLY FLOW LINE OF THE AFORESAID COTTONWOOD CANAL WHERE THE CENTER OF SAID CURVE BEARS SOUTH $65^{\circ}54'25''$ EAST; THENCE ALONG SAID SOUTHERLY CANAL FLOW LINE NORTH $58^{\circ}24'30''$ WEST 28.49 FEET AND NORTH $76^{\circ}46'10''$ WEST 40.50 FEET AND NORTH $60^{\circ}58'40''$ WEST 7.22 FEET; THENCE NORTH $45^{\circ}15'$ EAST 283.30 FEET TO THE WESTERLY RIGHT OF WAY LINE OF MEMORY LANE; THENCE NORTH $44^{\circ}45'$ WEST ALONG SAID RIGHT OF WAY LINE 515.69 FEET; THENCE SOUTH $45^{\circ}15'$ WEST 436.77 FEET TO THE CENTER OF SAID COTTONWOOD CANAL; THENCE ALONG THE CENTER OF SAID CANAL NORTH $33^{\circ}38'$ WEST 41.37 FEET, NORTH $40^{\circ}52'30''$ WEST 63.81 FEET; THENCE

NORTH 45°15' EAST 424.48 FEET TO SAID WESTERLY LINE OF MEMORY LANE; THENCE NORTH 44°45' WEST ALONG SAID RIGHT OF WAY LINE 148.98 FEET; THENCE SOUTH 45°15' WEST 367.04 FEET; THENCE NORTH 22°27'30" WEST 1.02 FEET TO THE SOUTHERLY LINE OF THE KOHLER PROPERTY DESCRIBED BY THAT CERTAIN WARRANTY DEED RECORDED APRIL 7, 1955 AS ENTRY NO. 1420461 IN THE OFFICE OF SALT LAKE COUNTY RECORDER; THENCE SOUTH 45°15' WEST ALONG SAID SOUTHERLY LINE 20.64 FEET; THENCE NORTH 33°30' WEST ALONG THE WESTERLY LINE OF SAID PROPERTY 138.00 FEET; THENCE NORTH 57°12' EAST ALONG THE NORTHERLY LINE OF SAID PROPERTY 211.69 FEET TO AN ESTABLISHED FENCE; THENCE NORTH 38°27' WEST ALONG SAID FENCE 9.83 FEET TO A FENCE CORNER; THENCE NORTH 57°03' EAST ALONG SAID FENCE 139.75 FEET; THENCE NORTH 8°36' EAST 19.19 FEET TO THE WEST LINE OF MEMORY LANE; THENCE NORTH ALONG SAID WEST LINE 39.33 FEET; THENCE SOUTH 79°00' WEST 168.45 FEET; THENCE NORTH 2°59' WEST 8.93 FEET TO A FENCE; THENCE SOUTH 79°00' WEST ALONG SAID FENCE LINE 179.90 FEET; THENCE NORTH 6°38' WEST 127.07 FEET; THENCE NORTH 3°30' WEST 72.00 FEET; THENCE NORTH 22°00' EAST 42.37 FEET TO THE SOUTH LINE OF MURRAY HOLLADAY ROAD; THENCE NORTH 89°48' WEST ALONG SAID SOUTH LINE 127.68 FEET; THENCE SOUTH 54°39' EAST 26.05 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT A POINT 866.82 FEET SOUTH AND 100.05 FEET WEST AND SOUTH 55.2 FEET AND SOUTH 44°45' EAST 5.5 FEET, FROM THE NORTHEAST CORNER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE MERIDIAN, AND RUNNING THENCE SOUTH 44°45' EAST 60.5 FEET; THENCE SOUTH 45°15' WEST 386.43 FEET TO THE EASTERLY LINE OF PROPERTY CONVEYED TO PRICE FINANCING PARTNERSHIP, L.P., BY CORRECTIVE SPECIAL WARRANTY DEED RECORDED FEBRUARY 3, 1994 AS ENTRY NO. 5730585 IN BOOK 6866 AT PAGE 788 OF OFFICIAL RECORDS; THENCE NORTH 33°30' WEST 138.0 FEET ALONG THE EASTERLY LINE OF THE SAID PRICE PROPERTY; THENCE NORTH 57°12' EAST 367.85 FEET TO THE PLACE OF BEGINNING..

PARCEL 3:

COMMENCING ON THE WEST SIDE OF STREET 1219.82 FEET SOUTH AND 195.14 FEET EAST AND NORTH 44°45' WEST 100 FEET FROM THE NORTHEAST CORNER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 44°45' WEST 104.26 FEET; THENCE SOUTH 45°15' WEST 409.29 FEET, TO CANAL; THENCE SOUTH APPROXIMATELY 37°30' EAST 105.1 FEET ALONG SAID CANAL; THENCE NORTH 45°15' EAST 426.29 FEET TO THE PLACE OF BEGINNING.

LESS AND EXCEPTING THAT PORTION OF SAID PROPERTY LYING WITHIN THE STREET.

PARCEL 4:

BEGINNING SOUTH 674.24 FEET AND EAST 2011.32 FEET FROM THE NORTH QUARTER CORNER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°48' WEST 614.3 FEET; THENCE SOUTH 0°12' WEST 48 FEET; THENCE SOUTH 89°48' EAST 682.47 FEET; THENCE NORTH 54°39' WEST 83.37 FEET TO BEGINNING.

LESS STREET.

PARCEL 5:

BEGINNING AT A POINT 1290.84 FEET SOUTH AND 265.5 FEET EAST AND SOUTH 44°45' EAST 315.69 FEET FROM THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 44°45' EAST 77 FEET; THENCE SOUTH 45°15' WEST 282.35 FEET; THENCE NORTH 66°20' WEST 82.4 FEET; THENCE

NORTH 45°15' EAST 312.8 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THE INTEREST CONVEYED TO SALT LAKE COUNTY BY OWNERS DEDICATION AND QUIT CLAIM RECORDED DECEMBER 16, 1952, AS ENTRY NO. 1310781, IN BOOK H OF PLATS AT PAGE 1, THAT PORTION LYING WITHIN THE BOUNDARIES OF MEMORY LANE AND ARBOR LANE ROAD.

ALSO, EXCEPTING THEREFROM THAT PORTION THEREOF LYING WEST OF THE CENTER OF THE CANAL TOE PATH.

PARCEL 6:

BEGINNING AT A POINT WHICH IS SOUTH 0°02'52" EAST ALONG THE SECTION LINE 2657.17 FEET AND EAST 332.67 FEET FROM THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN SAID POINT BEING ON THE BOUNDARY LINE OF COTTONWOOD MALL SHOPPING CENTER PROPERTY SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF ARBOR LANE; THENCE NORTH 51°30'00" WEST ALONG SAID BOUNDARY LINE 28.31 FEET AND NORTH 76°00'00" WEST 141.00 FEET AND NORTH 44°50'00" EAST 155.00 FEET AND NORTH 48°18'24" EAST 123.45 FEET AND SOUTH 57°19'00" EAST 144.30 FEET TO A POINT ON A CURVE TO THE RIGHT AND THE NORTH RIGHT-OF-WAY LINE OF ARBOR LANE THE CENTER OF SAID CURVE BEARS NORTH 51°29'48" WEST 821.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 15°05'48" A DISTANCE OF 216.32 FEET AND SOUTH 36°24'00" EAST ALONG SAID RIGHT-OF-WAY LINE 8.50 FEET TO A POINT ON A CURVE TO THE RIGHT THE CENTER OF WHICH BEARS NORTH 36°24'00" WEST 214.51 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 4°25'30" A DISTANCE OF 16.57 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THAT PORTION THEREOF LYING WITHIN THE STREET.

PARCEL 7:

THE FOLLOWING BEING IN THE SOUTH WEST QUARTER OF THE NORTH WEST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE MERIDIAN:

COMMENCING AT A POINT 25 FEET, MORE OR LESS, AT THE INTERSECTION OF ARBOR LANE AND MEMORY LANE, SAID POINT BEING AT THE WEST LINE OF MEMORY LANE; THENCE WEST 10 FEET, THENCE FOLLOWING THE WEST LINE OF MEMORY LANE 10 FEET THEREFROM TO THE POINT OF THE NORTHERLY LINE OF THE JACK H. AND EDITH WALKER PROPERTY TO THE WEST LINE OF MEMORY LANE THENCE NORTH EASTERLY ALONG WEST LINE OF MEMORY LANE TO THE PLACE OF BEGINNING.

TOGETHER WITH A 10.00 FOOT STRIP OF GROUND RUNNING PARALLEL WITH AND ADJACENT TO THE NORTHERLY LINE OF ARBOR LANE, AS DEDICATED BY THAT CERTAIN DEDICATION PLAT RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER, THE NORTHERLY LINE OF SAID 10.00 FOOT STRIP OF GROUND BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF BIG COTTONWOOD CREEK, SAID POINT BEING ON THE ARC OF A 811.00 FOOT NONTANGENT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 34°54'26" WEST), SAID POINT ALSO BEING EAST 317.46 FEET AND NORTH 23.32 FEET FROM A FOUND BRASS PLUG MARKING THE EAST QUARTER CORNER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTHEASTERLY ALONG THE ARC OF SAID 811.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 21°05'33" A DISTANCE OF 298.56 FEET (CHORD BEARS NORTH 44°32'48" EAST 296.87

Ⓡ
W

FEET) TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 215.79 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 49°37'00" A DISTANCE OF 186.87 FEET (CHORD BEARS NORTH 09°11'31" EAST 181.08 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 1111.28 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 18°38'00" A DISTANCE OF 361.40 FEET (CHORD BEARS NORTH 24°55'59" WEST 359.81 FEET); THENCE NORTH 34°14'59" WEST 64.50 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 137.34 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 58°21'09" A DISTANCE OF 139.87 FEET (CHORD BEARS NORTH 05°04'25" WEST 133.91 FEET).

Said property is also known by the street address of:

4805 South Highland Drive, Holladay, UT 84117
4808 South Memory Lane, Holladay, UT 84117
4826 South Memory Lane, Holladay, UT 84117
4890 South Memory Lane, Holladay, UT 84117
2029 East Arbor Lane, Holladay, UT 84117
4835 South Highland Drive, Holladay, UT 84117

Handwritten initials or signature

Tax Parcel Numbers:

22-09-228-001-0000

22-09-228-007-0000

22-09-228-010-0000

22-09-228-012-0000

22-09-228-013-0000

22-09-228-014-0000

22-10-151-006-0000

22-10-151-007-0000

22-10-151-008-0000

22-10-151-009-0000