Title Order Information Sheet

Order #4769965

Title Owning Office: UT AG UTAH Agency Production (13566) / Title Officer: Mark Orme (MO)

Escrow Owning Office: / Escrow Officer: (MO)

Date: 06/01/2020

Open Order Date: May 29, 2020 Transaction Type: Sale/Cash Commercial **Business Segment:**

Commercial Structure Property Type:

Business Source / Role: Cottonwood Title Insurance Agency, Inc. (Title Agent)

1996 East 6400 South, Ste 120

Salt Lake City, UT 84121

Attention:

Reference: 127830-CAP

Directed By:

Program Type:

Product(s): AgentNet Search Product

Sale Price: \$0.00 1st Loan Amount, if any: \$0.00 2nd Loan Amount, if any: \$

Business Traction, LC Seller Name(s)/Vesting:

Business Traction, LC

Buyer Name(s)/Vesting: Stan Houghton and Chris Houghton and Kyle Houghton

Stan Houghton and Chris Houghton and Kyle Houghton

1st Lender: 2nd Lender:

See APN, See APN, UT **Property Address:**

MILLARD County:

(If Applicable): Lot , Book , Page , Block , Unit No. , Tract , Fee , Building , Parcel ,

Section, Township, Range

Subdivision/Condo

Legal Description:

5187 5190 5191-A 5193-1 5201 5203 5214 5215 APN:

Special Notes:

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> Business Source

All ✓ Search Customer Information		Q 1
GAB Information Legacy GAB Search Name: Cottonwood Title Insurance Agency, Inc.	GAB Code: UT016	&
Address and Electronic Contact Information 1996 East 6400 South, Ste 120	(801)277-9999	Ext
Address Line 2	Cell Phone	
Address Line 3	jon@cottonwoodtitle.com	
Address Line 4	(801)277-1411	
Salt Lake City UT 84121		
Salt Lake USA		
Additional Information		
NMLS ID:	ST License ID:	<u> </u>
Sales Rep 1:	Sales Rep 2:	~
Additional Role:Title Agent	Commission: 0.0000 % OR \$	0.00
(only used during order creation)		
Reference: 127830-CAP	-	
➤ Contact Details		
Contact Name: Add New Contact		
Attention:	_	
First Name:	Last Name:	
Address and Electronic Contact Information		
Address Line 1	Business Phone	Ext
Address Line 2	Cell Phone	
Address Line 3	Email	
Address Line 4	Business Fax	
City Zip		
County USA		
Additional Information NMLS ID:	ST License ID:	<u> </u>
> Directed By		
All 💙		1

File Homepage Page 2 of 5

GAB Information Name:	Legacy GAB Search		GAB Code:			
Name.	Search Customer Information	n	GAD Code.		Q	
	tronic Contact Information	1	•			
Address Line 1			Business Pho	one	Ext	
Address Line 2			Cell Phone			
Address Line 3			Email			
Address Line 4			Business Fax	<		
City	Z	ip	-			
County	USA					
Additional Inform	nation					
NMLS ID:			ST License ID:			
Sales Rep 1:		~	Sales Rep 2:			~
Additional Role:			Commission:	0.0000 % OR	₹\$	0.00
(onl	y used during order creation)					
Reference:						
> Contact Details						
➤ Service				Chang	ge <u>O</u> /O	Event Log
Service Type(s):	✓ Title ☐ Escrow	Пс	ub Escrow			
Business Segment:	Commercial		uto Number	File No: 8112	4769965	
Transaction Type:	Sale/Cash		se As Master File			
Program Type:			rogram Type Overr	ide		
Form Type:	● CD ○ HUD		pecial Attention Re			
,,			ocal Close		Document reposi	tory
> Order Source In						
➤ Title - Owning						
Office:	UT AG UTAH Agency Productio		· · · · · · · · · · · · · · · · · · ·	3)	~	
	1935 East Vine Street, Suite (801)316-0600	290, Murray, (JI, 84121			
Officer:	Orme, Mark	✓ Assis	tant:		~	
Underwriter:	First American Title Insurance C	ompany			~	
Policy Issued By:	Agent Issued Policy	V	Employee:		~	
➤ Title - Production	on Office				Add/ <u>R</u> emove	
О	office Name		Mailing Addres	ss	Business Pho	one Conta
	-Blue National Production					**
Services (13724) PhoenixNPS-Com-						
Production Service PhoenixNPS-Com-	es (13725) -Yellow National					
Production Service	es (13726)					~~~~
Phoenix-US Nat (8756)	tional Production Services					**

File Homepage Page 3 of 5

Phoenix-NPS-Com National Services (13723)	al Production					
Agency Division Accounting	Office (2915)	2082 Summit Lake I 32317	Prive, Tallahassee, F	L, (866)3	32-1936	
Agent Solutions APS FACS	5 (12024)	Att: Agent Solutions Largo, FL, 33773	8605 Largo Lakes	Dr., (855)3	12-4368	
CSU DR/OS Production Na Region (12029)	ational Process	27775 Diehl Road, W	/arrenville, IL,			***
> Business Program(s)	Total Busin	ess Programs : 0	<u>H</u> istory	Add/l	Re <u>m</u> ove	
➤ Product(s)				Add/l	Remo <u>v</u> e	
Sel		Product Name				
AgentNet Search Product						
▼ Search Instructions						
Search Type:		•				
Instructions				Add/l	Remove	
					,	^
						~
Additional Instructions						
					-	^
						~
➤ Terms & Dates						
Sale Price:	0.00 Owner	r's Policy Liability:		0.00		
First New		ender Policy Liability:		0.00		
Loan:	0.00	ender Folicy Elability.		0.00		
				Est.		
Open Date: 05-29-2020	Est. D	ays to Close:		Est. Settlement Date:		
Open Date: 05-29-2020 ✓ Property Information	Est. D	ays to Close:		Settlement		
·		ays to Close: Property Type:		Settlement Date:	V	
➤ Property Information				Settlement Date:	<u> </u>	
➤ Property Information Name: 5187 5190 5191-A 51				Settlement Date:	y	
➤ Property Information Name: 5187 5190 5191-A 51 Short Legal Information		Property Type:		Settlement Date:	V	
➤ Property Information Name: 5187 5190 5191-A 51 Short Legal Information Lot:		Property Type:		Settlement Date: Structure Unit:	V	
➤ Property Information Name: 5187 5190 5191-A 51 Short Legal Information Lot:		Property Type: Block: Fee:		Settlement Date: Structure Unit: Building:		
➤ Property Information Name: 5187 5190 5191-A 51 Short Legal Information Lot: Tract: Book: Township: Subdivision/		Property Type: Block: Fee: Page:		Settlement Date: Structure Unit: Building: Section:	Fee Simple	
➤ Property Information Name: 5187 5190 5191-A 51 Short Legal Information Lot: Tract: Book: Township:		Property Type: Block: Fee: Page:		Settlement Date: Structure Unit: Building: Section: Parcel:	Fee Simple	
Property Information Name: 5187 5190 5191-A 51 Short Legal Information Lot: Tract: Book: Township: Subdivision/ Condominium: Tax ID/APN Information Tax ID/APN 1: 5187		Property Type: Block: Fee: Page: Range:	Commercial S	Settlement Date: Structure Unit: Building: Section: Parcel:	Fee Simple	
Name: 5187 5190 5191-A 51 Short Legal Information Lot: Tract: Book: Township: Subdivision/ Condominium: Tax ID/APN Information Tax ID/APN 1: Tax ID/APN 2:	93-	Property Type: Block: Fee: Page: Range:	Commercial S	Settlement Date: Structure Unit: Building: Section: Parcel:	Fee Simple	
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Name: 5187 5190 5191-A 51 Short Legal Information Lot: Tract: Book: Township: Subdivision/ Condominium: Tax ID/APN Information Tax ID/APN 1: Tax ID/APN 2:	93-	Property Type: Block: Fee: Page: Range:	Commercial S	Settlement Date: Structure Unit: Building: Section: Parcel:	Fee Simple	
Name: 5187 5190 5191-A 51 Short Legal Information Lot: Tract: Book: Township: Subdivision/ Condominium: Tax ID/APN Information Tax ID/APN 1: Tax ID/APN 2: ✔ Property Address Detail	93- 5190 5191-A 5193-	Property Type: Block: Fee: Page: Range:	Commercial S	Settlement Date: Structure Unit: Building: Section: Parcel:	Fee Simple	
Name: 5187 5190 5191-A 51 Short Legal Information Lot: Tract: Book: Township: Subdivision/ Condominium: Tax ID/APN Information Tax ID/APN 1: Tax ID/APN 2: ✔ Property Address Detail	93- 5190 5191-A 5193-	Property Type: Block: Fee: Page: Range:	Commercial S	Settlement Date: Structure Unit: Building: Section: Parcel:	Fee Simple	
Name: 5187 5190 5191-A 51 Short Legal Information Lot: Tract: Book: Township: Subdivision/ Condominium: Tax ID/APN Information Tax ID/APN 1: Tax ID/APN 2: ✔ Property Address Detail	93- 5190 5191-A 5193-	Property Type: Block: Fee: Page: Range:	Commercial S	Settlement Date: Structure Unit: Building: Section: Parcel:	Fee Simple	
Name: 5187 5190 5191-A 51 Short Legal Information Lot: Tract: Book: Township: Subdivision/ Condominium: Tax ID/APN Information Tax ID/APN 1: Tax ID/APN 2: ✔ Property Address Detail	93- 5190 5191-A 5193-	Property Type: Block: Fee: Page: Range:	Commercial S ar 1: ar 2:	Settlement Date: Structure Unit: Building: Section: Parcel:	Fee Simple	

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∨ Buyers								
Гуре	Name	Middle	Last	Suffix				
ndividual			Houghton					
ndividual	Chris		Houghton					
✓ Sellers								
Гуре	Name	Middle	Last	Suffix				
Business Entity	=							
pouse:								
~								
Name:		GAE	S Code:					
_	tronic Contact Informati	on						
Address Line 1			Business Phone	Ext				
Address Line 2			Cell Phone					
Address Line 3			Email					
Address Line 4			Business Fax					
City								
County								
Contact Details	i							
~								
		GAE	Code:					
Name:								
Name:								
Name:								
Address and Elec	ctronic Contact Informati	on						
Address and Elec		•	Business Phone	Ext				
Address and Elec	ctronic Contact Informati	\	Cell Phone	Ext				
Address and Elector Address Line 1 Address Line 2	ctronic Contact Informati	\	Cell Phone					
Address and Elector Address Line 1 Address Line 2 Address Line 3	ctronic Contact Informati		Cell Phone Email					
Address and Elector Address Line 1 Address Line 2 Address Line 3 Address Line 4	ctronic Contact Informati		Cell Phone					

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Contact Details

Property Tax Info Page 1 of 2

General	Legal I	Description	Tax	Time Share	e Title	Production					
Summary	Gummary										
Tax No/	APN	TRA No.	Tax	Year A	nnual	Suppleme	ental	Special	TotalYear's Taxes	Balan	
5187 519 5191-A 5193-1 5 5203 521 5215	201			0		0	C)	\$0.00		

File Notes Page 1 of 1

Sort Order: Oldest to Newest Note Type: All Notes	∨ <u>P</u> rev	iew
Note	Created By	Cre
Anderson, Brian of Cottonwood Title Insurance Agency, Inc. placed an order from AgentNet on 05/29/2020 08:21:20 AM PST. Agent's contact info is: brian@cottonwoodtitle.com or 8012779999. AgentNet File Number: 127830-CAP. Email Notification to: brian@cottonwoodtitle.com. Agent's File Comments: Parcels 5187, 5190, 5191-A, 5193-1, 5201, 5203, 5214 and 5215.	System AgentNet	05/29 08:21
Anderson, Brian uploaded SEC-1039587_Order_Summary on 05/29/2020 08:21:27 AM PST from AgentNet.	System AgentNet	05/29 08:21
NPS-Phoenix-UT-TitleCommunication-Agency/Priority Rush Non-Published Task Comment 5/29: emailed team to rush this file - jlm	JAN KARLO MADRID	05/29 11:55

File Notes Page 1 of 1

Sort Order: Oldest to Newest	Note Type: All Notes	∨ <u>P</u> rev	riew
Note		Created By	Cı
Anderson, Brian of Cottonwood Title Insurance Agenc on 05/29/2020 08:21:20 AM PST. Agent's contact inf 8012779999. AgentNet File Number: 127830-CAP. Er brian@cottonwoodtitle.com. Agent's File Comments: 5201, 5203, 5214 and 5215.	o is: brian@cottonwoodtitle.com or mail Notification to:	System AgentNet	05/2 08:2
Anderson, Brian uploaded SEC-1039587_Order_Sumi from AgentNet.	mary on 05/29/2020 08:21:27 AM PST	System AgentNet	05/2 08:2
NPS-Phoenix-UT-TitleCommunication-Agency/P	riority Rush		
Non-Published Task Comment		JAN KARLO MADRID	05/2 11:5
5/29: emailed team to rush this file - jlm			
NPS-Phoenix-UT-Com-Agency033117/Backplan	t Request		
Non-Published Task Comment			
SLM: Order: 4769965 County: Millard APN's: 5187, 5190, 5191-A, 5193-1, 5201, 5203, 52:	14 and 5215		
There is no Open order document uploaded in docum File notes and TOIS shows the aforementioned 8 APN		PRABHU ESWARAN	06/0 10:1
Vesting deed #171238 covers additional APN 5213-1 (Please refer "BP reference" uploaded in document re			
So, please confirm whether we need to include APN 5 process only for the TOIS APN's.	213-1 along with the search or need to		
Also, please scan assessor map for Section 23, Towns not available in D-Base and C-Base for APN's 5187, 5			
NPS-Phoenix-UT-Com-Agency033117/Backplan	t Return		
Non-Published Task Comment			
Valid BPR-US		Esther Rojas	06/0 12:5
Please proceed add additional APN and I will order the once i receive it.	e map from the county and upload it		12.5
Thank you! E.Rojas			



Proof Date

Documents are indexed from 01/01/1984 through 05/27/2020

Contact Information

Millard County Recorder

Connie Hansen

50 South Main Street Fillmore, UT 84631

Fax: (435) 743-4221

Hours: M-F 8:00 a.m. - 5:00 p.m.

Query	(exact se	arch in NameID fc	or business trac) AND (do	(exact search in NameID for business trac) AND (document codes in 'Miscellaneous	aneous
	Documen	Documents', 'Protests', 'Perr	ermits','Adjustment','Personal Property Submission	nal Property Submission	
	Documen	Documents', Web', 'FAA', 'Tr	ansfer Documents', Gen	ieral Recordings','Tax Rep	,'Transfer Documents','General Recordings','Tax Representatives','Confidential')
Doc Number Book Page	KOI RecordingDate Document Date Mailback Date	Date Date ate	Recording Fee Consideration	Related Entry	Recorded For Return To
	From			То	
	Parcel	Legal			
00171238 B: 510 P: 205	Wty Deed 10/22/2009 04:11:31 PM 10/21/2009 10/23/2009 01:52:32 PM	:31 PM :32 PM	\$30.00		JUAB TITLE & ABSTRACT CO JUAB TITLE & ABSTRACT CO PO BOX 246 NEPHI, UT 84648-0246
Ŧ	HALL, BRADLEY D		BUS	BUSINESS TRACTION LC	
5187 5190 5191-A	۷	QUARTER: SE S 23 T 1 QUARTER: SE S 23 T 1 160 RDS, N 80 RDS, W 8 RDS, S 56 RDS, E 240 R	8S R 3W N1/2 S1/2 N1/2 SE1/4 SE 8S R 3W S1/2 S1/2 N1/2 SE1/4 SEC 30 RDS, S 104 RDS, E 240 RDS, N 2 DS TO BEG.	C 23, T18S, R3W, SLM. C 23, T18S, R3W, SLM. ALSO BEG NE 24 RDS TO BEG. ALSO BEG SE COR	E COR SE1/4 SE1/4 SD SEC 23, W S SD SEC 23, N 56 RDS, W 240
5201 5203 5213- 5214	<u>.</u>	QUARTER: SW S 23 1 7 QUARTER: SW S 24 T 1 1/4 SEC LN & W RW BD 15 NE'LY 1470 FT M/L A	8S R 3W W1/2 SW 1/4 SEC 23, 118 8S R 3W BEG 220 FT M/L S NE CC RY INTRST 1-15, N 319 FT M/L, W ' G W R/W BDRY INTRST 1-15 TO B	3S, K3W, SLM. OR SW1/4 SEC 24, T18S, R3W, SLM, 1290 FT ML, S 1299 FT M/L, E 210 F1 3EG, LESS PRTN ST RD R/W	SD PT BEING LOC INTRSCTN T M/L TO W R/W BDRY INTRST I-
5215		QUARTER: NW S 24 T RDS TO BEG. ALSO NW 24 ALSO BEG NW COR NWLY FR CNITR LN SV/	114 SW14 SD SEC 24. ALSO N 24 F SE14 SW14 SD SEC 24. ALSO N 24 F SE14 SW14 SD SEC 24. B 227 FT (HWY PRO.) NO F1-67 PT ALSO P SEC	1/14 SEC 24, T185, R3W, SLM, N 8 RE RDS SW1/4 SW1/4 SD SEC 24, ALSO T ML ALG W BDRY LN SD SE1/4 SW Y R RW & ACCSS LN SD HWY, N 48^0	DS, W 80 RDS, S 8 RDS, E 80 S 56 RDS SW1/4 SW1/4 SD SEC 1/14 PT 100 FT PERPDC'LY DIS 10' E 342 FT M/L ALG SD R/W &
		ACCSS LN 10 N BDRY QUARTER: SW S 24 T 1 SW COR NE14 SW14, 1 QUARTER: NW S 25 T 1 QUARTER: NW S 26 T 1	LN 5D 3E 174 5W 1/4, W 23Z F1 WIL HSS R 3W BEC 20 RDS S NE COR 8 E 24 RDS, NE'LY 96 RDS, NW'LY 6 HSS R 3W BEG NW COR OF SEC 26 TO N BDRY LN SD SEC 25, W 108 F 18 R 3W NW1/4 & W1/2 NE'1/4 & T1	ACCASA LIN TO N BURY LIN SD SE 1/4 SW 1/4, W 23Z F1 WIL ALG SD IN BURY LIN TO BEG. ACCASA LIN TO N BURY LIN SD SE 1/4 SW 1/4, W 23Z F1 WIL ALG SD IN BURY LIN TO BEG. SW COR NE1/4 SW 1/4 F1 18S R 3W BEG 20 RDS SN NECOR SW 1/4 SW 1/3 RDS TO BEG. LESS ST RD R/W. QUARTER: NW 2 25 T 18S R 3W BEG NW COR OF SEC 25, T18S, R3W, SLM, S 98 FT M/L TO NW LY HWY R/W, PROJ NO FI-6 27, N 48° E 147 FT M/L TO N BDRY LN SD SEC 25, W 108 FT M/L TO BEG. QUARTER: NW S 26 T 18S R 3W NW 1/4 & W 1/2 N E 1/4 & THAT PRTN NE 1/4 NE 1/4 LY ING W LY ST RD R/W LOC SEC 26, T18S.	"LY 79 RDS, W 24 RDS, S 6 RDS ST RD R/W. NW'LY HWY R/W, PROJ NO FI-6 'ST RD R/W LOC SEC 26, T18S.
		R3W, SLM. QUARTER: NE S 26 T 1 QUARTER: NE S 27 T 1 QUARTER: NW S 27 T 1	R3W, SLM. QUARTER: NE S 26 T 18S R 3W QUARTER: NE S 27 T 18S R 3W N1/2 SEC 27, T18S, R3W, SLM. QUARTER: NW S 27 T 18S R 3W	, SLM.	
00171239 B: 510 P: 208	Water Deed 10/22/2009 04:12:22 PM 10/21/2009 10/23/2009 01:52:32 PM	2:22 PM 3:32 PM	\$10.00 \$10.00		JUAB TITLE & ABSTRACT CO JUAB TITLE & ABSTRACT CO IN PERSON
Í	HALL, BRADLEY D		BUS 66-2:	BUSINESS TRACTION LC 66-274	
66-274	4	WTR RGHT 66-274			
00173151 B: 517 P: 842	Farmland Assessment App 05/10/2010 12:39:20 PM	ment App 3:20 PM	\$27.00 \$0.00		MILLARD COUNTY ASSESSOR MILLARD COUNTY ASSESSOR

TO THE FILE COURT TO CALCULATE THE PROPERTY OF
--

QUARTER: NW S 27 T 18S R 3W	Affidavit-Misc \$30.00 \$0186358 ACCESS TITLE 69/24/2013 01:20:40 PM \$0.00 \$09/23/2013 12:56:30 PM \$0.00 \$09/25/2013 12:56:30 PM \$09/25/2013 12:56:30 PM	ACCESS TITLE COMPANY BANK OF AMERICAN FORK	5187 QUARTER: SE S 23 T 18S R 3W N1/2 S1/2 N1/2 SE1/4 SEC 23, T 18S, R 3W, SLM. 5190 QUARTER: SE S 23 T 18S R 3W S1/2 S1/2 N1/2 SE1/4 SEC 18S, R 3W, SLM. ALSO BEG NE COR SE1/4 SEC 23, T 18S, 5191-A R 3W, SLM, W 160 R DS, N 80 R DS, S 104 R DS, E 240 R DS, 24 R DS TO BEG. ALSO BEG SE COR SEC 23, T 18S, 5193-1 R 3W, SLM, N 56 R DS, W 240 R DS, S 56 R DS, E 240 R DS TO BEG.			M/L ALG SD N BDRY LN TO BEG. QUARTER: SW S 24 T 18S R 3W BEG 20 RDS S OF NE COR SW/1/4 SEC 24, T18S, R3W, SLM, SW'LY 79 RDS, W 24 RDS, S 6 QUARTER: SW COR NET14 SW/14, E 24 RDS, NE'LY 96 RDS, NW'LY 6 RDS, SW'LY 13 RDS TO BEG. QUARTER: NW S 25 T 18S R 3W BEG NW COR OF SEC 25, T18S, R3W, SLM, S 98 FT M/L ALG W BDRY LN SEC 25 TO NW'LY HWY R/W, PROJ NO F1-6 27, N 48° E 147 FT M/L ALG SD R/W & ACCESS LN TO N BDRY LN SD SEC 25, W 108 FT M/L ALG N	BDRY SEC 25 TO BEG QUARRER: NW S 26 T 18S R 3W NW1/4 & W1/2 NE1/4 & THAT PRTN NE1/4 NE1/4 LYING W'LY ST RD R/W, LOC SEC 26, T18S,	NW S NE S NE S	Agree Modification \$32.00 00186358 ACCESS TITLE 99/24/2013 01:20:40 PM \$0.00 \$0.00		BUSINES\$ TRACTION LC BANK OF AMERICAN FORK BANK OF AMERICAN FORK 66-274	## WTR RGHT 66-274. **OUARTER: SE S 23 T 18S R 3W N1/2 S1/2 N1/2 SE1/4 SEC 23, T18S, R3W, SLM.** **QUARTER: SE S 23 T 18S R 3W N1/2 S1/2 N1/2 SE1/4 SEC 23, T18S, RAM.** **AUARTER: SE S 23 T 18S R 3W ST 21/2 N1/2 SE1/4 SEC 18S, R3W, SLM.** **SUBJECT 18S R 3W ST 21/2 N1/2 SE1/4 SEC 18S, R3W, SLM.** **SUBJECT 18S R 3W ST 23 T 18S R 3W ST 25 T 18S, R3W, SLM.** **QUARTER: SW S 23 T 18S R 3W W1/2 SW1/4 SEC 23, T18S, R3W, SLM.** **QUARTER: SW S 24 T 18S R 3W W1/2 SW1/4 SEC 24, T18S, R3W, SLM.** **QUARTER: NW S 24 T 18S R 3W BEG S COR SW1/4 NW 1290 FT M/L, S 1299 FT M/L TO W R/W BDRY INTRST 1-15 TO BEG OUARTER: NW S 24 T 18S R 3W BEG S COR SW1/4 NW/4 SEC 24, T18S, R3W, SLM.** **QUARTER: NW S 24 T 18S R 3W BEG S COR SW1/4 NW/4 SEC 24, T18S, R3W, SLM.** **QUARTER: NW S 24 T 18S R 3W BEG S COR SW1/4 NW/4 SEC 24, T18S, R3W, SLM.** **QUARTER: NW S 24 T 18S R 3W BEG S COR SW1/4 SW1/4 SD SEC 24, ALSO BEG S BDS SW1/4 SW1/4 SW1/4 SD SEC 24, ALSO BEG S BDS SW1/4 SW1/4 SW1/4 SW1/4 SD SEC 24, S 227 FT M/L ALG W BDRY LN SOR SE1/4 SW1/4 SD SEC 24, S 227 FT M/L ALG W BDRY LN SOR SE1/4 SW1/4 SW S 24 T 18S R 3W BEG S COR SW1/4 SW1/4 SEC 24, T18S, R3W, SLM.** **MIL ALG SD N BDRY LN TO BEG.** **QUARTER: SW S 24 T 18S R 3W BEG S R 20S SOF NE COR SW1/4 SEC 24, T18S, R3W, SLM.** **QUARTER: SW S 24 T 18S R 3W BEG S R 3W BEG S R 3W S S M S 3 W S
	Affidavi 09/24/2 09/23/2 09/25/2	ACCESS T	5187 5190 5191-A 5193-1	5201 5203 5213-1	5214 5215					08/20/2 09/25/2	BUSINESS BANK OF	5187 5190 5191-A 5193-1 5203 5213-1 5214 66-274
	00186854 B: 573 P: 153								00186855 B: 573 P: 156			

W, LOC SEC 26, T18S,		ACCESS TITLE ACCESS TITLE 1455 S STATE ST STE C OREM, UT 84097	SE1/4 SEC 23, T18S, DR SEC 23, T18S, NG LOC INTRSCTN V R/W BDRY INTRST I- DS, S RDS, E 80 S SW/4 SW/14 SD SEC SE1/4 SW/14, W 252 FT RDS, W 24 RDS, S 6 LN SEC 25 TO NW'LY W 108 FT M/L ALG N W, LOC SEC 26, T18S,	BANK OF AMERICAN FORK BANK OF AMERICAN FORK PO BOX 307 AMERICAN FORK, UT 84003-0307 AMERICAN FORK, UT 84003-0307 OF THE SOUTHEAST IDIAN. OF THE SOUTHEAST IDIAN. ALSO: BEGINNING AT SECTION 23, TOWNSHIP 18 NORTH 80 RODS, THENCE HE POINT OF BEGINNING. 3E 3 WEST, SALT LAKE BASE S, THENCE EAST 240 RODS 123, TOWNSHIP 18 SOUTH, THE NORTHEAST CORNER LAKE BASE AND MERIDIAN, HE WEST RIGHT-OF-WAY
1/4 LYING W'LY ST RD R/		ACCES ACCES 1455 S OREM,	RK SO BEG NE COR SE1/4 (SO BEG. ALSO BEG SE COR SE1/4 (SO BEG. ALSO BEG SE COR SET MILL, E 210 FT MILL TO WE SEC 24. ALSO S SE RD (SO SEC 24. ALSO S SE RD (SO SEC 24. SW1/4 TO PT SLN TO N BDRYLN SD (SO SEC 24. SW1/4 TO PT SLN TO N BDRYLN SD (SO SEC 24. ALSO SEC 25.	BANK OF AN BANK OF AN BANK OF AN BANK OF AN PO BOX 307 AMERICAN FOR BASE AND MERIDIAN. HE NORTH HALF OF THE SOUGE 24 RODS, THENCE NORTH 80 PODUTH, RANGE 3 WEST, SECUTH 56 RODS, THENCE IS SOUTH OF THE NORTH 66 SOUTH 56 RODS, THENCE IS SOUTH 56 RODS, THE WEST RICH SOUTH 56 RODS SOUTH
1/4 & THAT PRTN NE1/4 NE	3, R3W, SLM.		BANK OF AMERICAN FORK 14 SEC 23, T18S, R3W, SLM. 14 SEC 18S, R3W, SLM. ALSR RDS, E 240 RDS, 24 RDS TO RDS, E 240 RDS, 24 RDS TO RDS, T18S, R3W, SLM. 13, T18S, R3W, SLM. NE COR SW1/4 SEC 24, T18S 14 NW1/4 SEC 24, T18S 15 TO BEG 14 NW1/4 SEC 24, T18S 15 TO BEG 16 NW1/4 SEC 24, T18S 17 FT MIL ALG W BDY LN S 18 OPT ON R/W & LTD ACCSS I NE COR SW1/4 SEC 24, T18S 18 SEC 25, T18S, R3W, SLM, S 18 SEC 25, T18S, R3W, SLM, S 19 SEC 25, T18S, R3W, SLM, S 19 SEC 25, T18S, R3W, SLM, S 10 SEC 25, T18S, R3W, SLM, S 11 SEC 25, T18S, R3W, SLM, S 12 SEC 25, T18S, R3W, SLM, S 13 SEC 25, T18S, R3W, SLM, S 14 SEC 25, T18S, R3W, SLM, S 15 SEC 25, T18S, R3W, SLM, S 16 SEC 25, T18S, R3W, SLM, S 17 SEC 25, T18S, R3W, SLM, S 18 SEC 25, T18S, R3W, S 18 SEC 25, T1	BUSINESS TRACTION LC OF THE SOUTH HALF OF T RANGE 3 WEST, SALT LAK OF THE SOUTH HALF OF T RANGE 3 WEST, SALT LAK UARTER OF THE SOUTHE, RIADIAN, THENCE WEST TARNON OF SECTION 23, TOWNSHIP E WEST 240 RODS, THENC OF THE SOUTHWEST QUAF POINT 220 FEET, MORE OR COWNSHIP 18 SOUTH RAIN ON OF THE QUARTER SEC
BDRY SEC 25 TO BEG QUARTER: NW S 26 T 18S R 3W NW1/4 & W1/2 NE1/4 & THAT PRTN NE1/4 NE1/4 LYING W'LY ST RD R/W, LOC SEC 26, T18S, S1W, S1 M	NW S 27 T 18S R 3W N1/2 SEC 27, T18S, R3W, SLM NE S 27 T 18S R 3W NE S 26 T 18S R 3W	\$46.00 \$150,000.00	DUARTER: SE S 23 T 18S R 3W N1/2 S1/2 N1/2 SE1/4 SEC 23, T18S, R3W, SLM. QUARTER: SE S 23 T 18S R 3W N1/2 S1/2 N1/2 SE1/4 SEC 23, T18S, R3W, SLM. QUARTER: SE S 23 T 18S R 3W N1/2 S1/2 N1/2 SE1/4 SEC 23, T18S, R3W, SLM. QUARTER: SE S 23 T 18S R 3W N1/2 S1/2 N1/2 SE1/4 SEC 23, T18S, R3W, SLM. AND ROBS, W 240 RDS, S 104 RDS, E 240 RDS, 2 4 RDS TO BEG. ALSO BEG SE COR SEC 23, T18S, R3W, SLM, W 160 RDS, W 240 RDS, S 56 RDS, E 240 RDS TO BEG. QUARTER: SW S 24 T 18S R 3W BEG 220 FT M/L S NE COR SW1/4 SEC 24, T18S, R3W, SLM, SD PT BEING LOC INTRSCTN 1/4 SEC LN & W RW BDRY INTRST I-15 TO BEG. QUARTER: SW S 24 T 18S R 3W BEG SE COR SW1/4 W W 14 S 1299 FT M/L, E 210 FT M/L TO W RW BDRY INTRST I-15 TO BEG. ALSO NW S 24 T 18S R 3W BEG SE COR SW1/4 W 14 SW1/4 SD SEC 24, ALSO S 56 RDS SW1/4 SW1/4 SD SEC 24. ALSO BEG NW COR SE1/4 SW1/4 SD SEC 24, S 227 FT M/L ALG W BDRY LN SD SE1/4 SW1/4 SD SEC 24. ALSO BEG NW COR SE1/4 SW1/4 SD SEC 24, S 227 FT M/L ALG W BDRY LN SD SE1/4 SW1/4 W 252 FT M/L ALG SW1/4 SD SEC 24. ALSO BEG NW COR NEI/4 SW1/4, E 24 RDS, NW 1/4 SEC 26, T18S, R3W, SLM, SW1/4 TO PT 100 FT PERLY DIS NW 1/4 LG SD N BDRY LN TO BEG. QUARTER: SW S 24 T 18S R 3W BEG 20 RDS SO F NE COR SW1/4 SEC 24, T18S, R3W, SLM, SW1/4 NO SEC 25, W 108 FT M/L ALG N BDRY LN SEC 25 TO NW 1/4 RDS, W 24 RDS, SW1/4 NO N SEC 25 TO SW1/4 N SEC 25, W 108 FT M/L ALG N BDRY EN W S 27 T 18S R 3W N 1/1 S R 20 SW1/4 N SEC 25, W 108 FT M/L ALG N BDRY EN SW1/4 SEC 25 TO SW1/4 SW1/4 N SEC 25, W 108 FT M/L ALG N BDRY EN SW1/4	\$30.00 \$30.00 \$0.086856 BANK OF AMERICAN FORK PO BOX 307 \$40.00 SECTION 23, TOWNSHIP 18 SOUTH RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN. THENCE SOUTH RANGE 3 WEST SALT LAKE BASE AND MERIDIAN. ALSO: BEGINNING AT THE NORTH FAST COARRER OF THE SOUTH HALF OF THE SOUTH FAST QUARTER. OF SECTION 23, TOWNSHIP 18 SOUTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN. ALSO: BEGINNING AT THE NORTHERAST CORNER OF THE SOUTH FAST COARRER OF SECTION 23, TOWNSHIP 18 SOUTH, RANGE 3 WEST 180 RODS, THENCE SOUTH RANGE 3 WEST 180 RODS, THENCE SOUTH RANGE 3 WEST 180 RODS, THENCE SOUTH RANGE 240 RODS, THENCE 24 RODS TO THE SOUTHEAST COARRER OF THE SOUTH SOU
BDRY SEC QUARTER: D3W SIM	QUARTER: N QUARTER: N QUARTER: N QUARTER: N	Trust Deed 09/24/2013 01:20:40 PM 09/17/2013 09/25/2013 12:56:30 PM	BUSINESS TRACTION LC QUARTER: SE S 2 QUARTER: SE S 2 30 31-A R3W, SLM, W 160 F R3W, SLM, N 56 RC R3W, SLM, PROJ N BDR QUARTER: SW S 2 RDS TO BEG. ALS COR N BDR QUARTER: NW S 2 R3W, SLM, PROJ N BDR QUARTER: NW S 2 R3W, SLM. QUARTER: NW S 2 QUARTER: NE S 2	Deed of Recon 02/28/2018 11:11:09 AM 02/12/2018 03/07/2018 10:10:54 AM 03/07/2018 10:10:54 AM BANK OF AMERICAN FORK TRSTEE PEOPLE'S INTERMOUNTAIN BANK 00/ARTER OF S 01 01 00/ARTER OF S 00/ARTER OF S 00/ARTER OF S 00/ARTER S 00
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BOUNDARY OF INTERSTATE HIGHWAY 15 (1-15), THENCE NORTH 319 FEET, MORE OR LESS, THENCE WEST 1,290 FEET, MORE OR LESS, THENCE SOUTH 1,299 FEET MORE OR LESS, THENCE SOUTH 1,299 FEET MORE OR LESS, ALONG THE WEST RIGHT-OF-WAY BOUNDARY OF INTERSTATE HIGHWAY 15 (1-15), THENCE NORTHEASTERLY 1,470 FEET, MORE OR LESS, ALONG THE WEST RIGHT-OF-WAY BOUNDARY OF INTERSTATE HIGHWAY 15 (1-15), THENCE NORTHEASTERLY 1,470 FEET, MORE OR LESS, ALONG THE WEST RIGHT-OF-WAY BOUNDARY OF THE SOUTH RANGE 3 WEST, SATTE ROAD RIGHT OF WAY. OUNTTHE WEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTH WEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTH WEST QUARTER OF THE NORTH WEST QUARTER OF THE SOUTH RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, ALSO: THENCE SOUTH RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, ALSO: THE NORTH 24 RODS OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, ALSO: THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, ALSO: BEGINNOSHIP 18 SOUTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, ALSO PROUNT ON THE WEST BOUNDARY LINE OF SALD SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER TO A POINT ON THE CENTERLINE OF SALD SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR THE SOUTHWEST QUARTER. SOUTH SAND MERIDIAN, THENCE SOUTHWEST QUARTER SOUTH SAND MERIDIAN, THENCE SOUTHWEST QUARTER. SW S ALD RIGHT OF-WAY AND LIMITED ACCESS LINE OF THE NORTH BOUNDARY LINE OF THE SOUTHWEST QUARTER. SHE SAND SAND MERIDIAN, THENCE SOUTHWEST CORNER OF THE SOUTHWEST THE

BEGINNING.

QUARTER. NW S 25 T 18S R 3W BEGINNING AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 18 SOUTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 98 FEET, MORE OR LESS, ALONG THE WEST BOUNDARY LINE OF SECTION 25 TO THE NORTHWESTERLY RIGHT-OF-WAY AND LIMITED ACCESS LINE OF A HIGHWAY KNOWN AS PROJECT NO. FACT. THENCE NORTH 48°00' EAST 147 FEET, MORE OR LESS, ALONG SAID RIGHT-OF-WAY AND LIMITED ACCESS. LINE TO THE NORTH BOUNDARY LINE OF SECTION 25. THENCE WEST 108 FEET, MORE OR LESS, ALONG THE NONH BOUNDARY LINE OF SECTION 25 TO THE POINT OF BEGINNING.

QUARTER: NE S 26 T 18S R 3W THE NORTHWEST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER AND THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER ROAD QUARTER: NW S 26 T 18S R 3W

QUARTER: NW S 26 T 18S R 3W

QUARTER: NW S 26 T 18S R 3W THE NORTH HALF OF SECTION 27, TOWNSHIP 18 SOUTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN.

3ASE AND MERIDIAN.

QUARTER: NW S 27 T 18S R 3W

Utah Court (Utah Court Case Search Search											Search Tips
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Utah Court (Case Search											Search Tips
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Utah Court (Case Search									Search Tips
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County	Court Loca	tion	Case Type	Case Number	r ↑ Filing D	ate First Name	Last Na	ame Birth Date	Party Code	Case History / Documents

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No match found

PACER Service Center							
Transaction Receipt							
06/01/2020 10:09:04							
PACER Login:	fa0072:2546758:0	Client Code:					
Description:	Search	Search Criteria:	LName: Business Tra*				
Billable Pages:	1	Cost:	0.10				

No match found

PACER Service Center							
Transaction Receipt							
06/01/2020 10:09:20							
PACER Login:	fa0072:2546758:0	Client Code:					
Description:	Search	Search Criteria:	LName: Houghton FName: sta*				
Billable Pages:	1	Cost:	0.10				

Select a Case

Name	Case No.	Case Title	Chapter / Lead BK case	Date Filed	Party Role	Date Closed
Houghton, Christopher Paul (pty) (1 case)	<u>19-22956</u>	Christopher Paul Houghton and Romiann Houghton	13	04/27/19	Debtor	N/A
Houghton, Christy Marie (pty) (1 case)	06-22899	Christy Marie Houghton	7	08/08/06	Debtor	12/03/07

There were 2 matching persons.

There were 2 matching cases.

PACER Service Center								
Transaction Receipt								
06/01/2020 10:09:37								
PACER Login:	fa0072:2546758:0	Client Code:						
Description:	Search	Search Criteria:	LName: Houghton FName: chr*					
Billable Pages:	1	Cost:	0.10					

No match found

PACER Service Center							
Transaction Receipt							
06/01/2020 10:09:53							
PACER Login:	fa0072:2546758:0	Client Code:					
Description:	Search	Search Criteria:	LName: Houghton FName: kyl*				
Billable Pages:	1	Cost:	0.10				

Search Results for "Business Traction"

Business Name:	Name		Status	Туре
City				
BUSINESS TRACTION, L.C.	Active	Limited Liability Company	ST GEORGE	

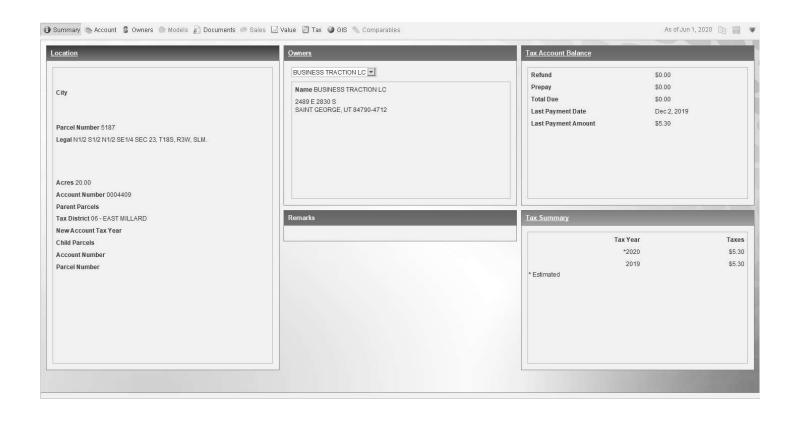
Total Results: 1

Privacy - Terms

	Update this Business
Entity Number: 5538589-0160 Company Type: LLC - Domestic Address: 2489 EAST 2830 SOUTH ST GEORGE, UT 84790 State of Origin: Registered Agent: DEREK H HALL Registered Agent Address: 2489 EAST 2830 SOUTH ST GEORGE, UT 84790	View Management Team
Status: Active	Purchase Certificate of Existence
Renew By: 12/31/2020 Status Description: Current The "Current" status represents that a renewal has been filed, verified period, with the Division of Corporations and Commerce Employment Verification: Not Registered with Verify Utah	
_ ,	View Filed Documents
History Registration Date: 12/09/2003 Last Renewed: 10/23/2019	View Filed Documents
History Registration Date: 12/09/2003	View Filed Documents

Business Name:

Privacy - Terms



Tax Account

Summary

Account Id 0004409 Parcel Number 5187

Owners BUSINESS TRACTION LC

Address 2489 E 2830 S

SAINT GEORGE, UT 84790-4712

Situs Address

Legal N1/2 S1/2 N1/2 SE1/4 SEC 23, T18S, R3W, SLM.

Inquiry

As Of 06/01/2020

Total Due \$0.00

Value

Area Id		Tax Rate
06 - 06 - EAST MILLARD		0.0105930000
	Actual	Assessed
FAA - GRAZING II - 05P	7,500	435
FAA - GRAZING IV - 05R	2,500	65
Total Value	10,000	500
Taxes		\$5.30

Page 1 of 1 Tax Account

Tax Account

Account Number 0004409

Tax Billed at 2019 Rates

Tax Area 06 - 06 - EAST MILLARD

Authority	Authority Id	Tax Rate	Amount
MILLARD CO GENERAL FUND	10	0.0032000000	\$1.60
MC FIRE DISTRICT	18	0.0003150000	\$0.16
ASSESS/COLLECT (COUNTY)	19	0.0003620000	\$0.18
MILLARD SCHOOL DIST	20	0.0050320000	\$2.52
ASSESS/COLLECT (STATE)	21	0.0000090000	\$0.00
STATE BASIC SCHOOL LEVY	22	0.0016610000	\$0.83
STATE CHARTER SCHOOL LEVY	23	0.0000140000	\$0.01
Taxes Billed 2019		0.0105930000	\$5.30

Property Code	Value Typ	oe Actual	Assessed Value
FAA - GRAZING II	Standard	\$7,500.00	\$435.00
FAA - GRAZING IV	Standard	\$2,500.00	\$65.00
Total	Standard	\$10,000.00	\$500.00

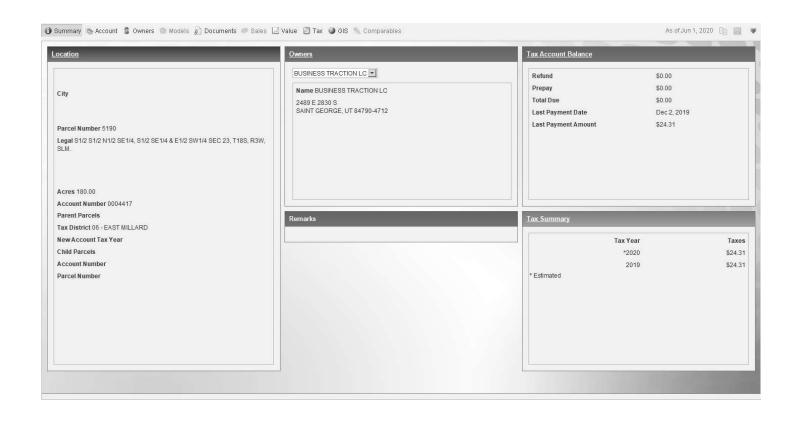
Tax Account

Summary

Tax YearTax DueInterest DuePenalty DueMisc DueLien DueLien Interest DueTotal Due2019\$0.00\$0.00\$0.00\$0.00\$0.00\$0.00

Transaction Details

Tax Year	Туре	Effective Date A	mount Ba	alance
2019	Tax Payment	12/2/19	\$5.30	\$0.00
2019	Tax Charge	9/27/19	\$5.30	\$0.00
2018	Tax Payment	11/30/18	\$5.17	\$0.00
2018	Tax Charge	10/4/18	\$5.17	\$0.00
2017	Tax Payment	11/27/17	\$5.42	\$0.00
2017	Tax Charge	10/2/17	\$5.42	\$0.00
2016	Tax Payment	11/28/16	\$5.17	\$0.00
2016	Tax Charge	10/5/16	\$5.17	\$0.00
2015	Tax Payment	11/30/15	\$5.17	\$0.00
2015	Tax Charge	10/6/15	\$5.17	\$0.00
2014	Tax Payment	11/29/14	\$5.02	\$0.00
2014	Tax Charge	10/8/14	\$5.02	\$0.00
2013	Tax Payment	11/29/13	\$4.99	\$0.00
2013	Tax Charge	10/11/13	\$4.99	\$0.00
2012	Tax Payment	11/30/12	\$5.04	\$0.00
2012	Tax Charge	10/4/12	\$5.04	\$0.00
2011	Tax Payment	12/1/11	\$5.04	\$0.00
2011	Tax Charge	10/12/11	\$5.04	\$0.00
2010	Tax Payment	11/29/10	\$4.98	\$0.00
2010	Tax Charge	10/20/10	\$4.98	\$0.00
2009	Tax Payment	11/30/09	\$4.80	\$0.00
2009	Tax Charge	10/26/09	\$4.80	\$0.00
2008	Tax Payment	3/16/09	\$4.78	\$0.00
2008	Penalty Payment	3/16/09	\$5.22	\$0.00
2008	Interest Payment	3/16/09	\$0.07	\$0.00
2008	Interest Payment	3/16/09	\$0.06	\$0.00
2008	Interest Charge	3/16/09	\$0.06	\$0.00
2008	Interest Charge	3/16/09	\$0.07	\$0.00
2008	Penalty Payment	12/8/08	\$4.78	\$0.00
2008	Penalty Charge	12/8/08	\$10.00	\$0.00
2008	Tax Charge	10/10/08	\$4.78	\$0.00
2007	Tax Payment	11/28/07	\$4.89	\$0.00
2007	Tax Charge	10/23/07	\$4.89	\$0.00
2006	Tax Charge	11/30/06	\$5.01	\$0.00
2006	Tax Payment	11/30/06	\$5.01	\$0.00



Tax Account

Summary

Account Id 0004417 Parcel Number 5190

Owners BUSINESS TRACTION LC

Address 2489 E 2830 S

SAINT GEORGE, UT 84790-4712

Situs Address

Legal S1/2 S1/2 N1/2 SE1/4, S1/2 SE1/4 & E1/2 SW1/4 SEC 23, T18S, R3W, SLM.

Inquiry

As Of 06/01/2020

Total Due \$0.00

Value

Area Id		Tax Rate
06 - 06 - EAST MILLARD		0.0105930000
	Actual	Assessed
FAA - GRAZING II - 05P	43,600	1,831
FAA - GRAZING IV - 05R	46,400	464
Total Value	90,000	2,295
Taxes		\$24.31

Page 1 of 1 Tax Account

Tax Account

Account Number 0004417

Tax Billed at 2019 Rates

Tax Area 06 - 06 - EAST MILLARD

Authority	Authority Id	Tax Rate	Amount
MILLARD CO GENERAL FUND	10	0.0032000000	\$7.35
MC FIRE DISTRICT	18	0.0003150000	\$0.72
ASSESS/COLLECT (COUNTY)	19	0.0003620000	\$0.83
MILLARD SCHOOL DIST	20	0.0050320000	\$11.55
ASSESS/COLLECT (STATE)	21	0.0000090000	\$0.02
STATE BASIC SCHOOL LEVY	22	0.0016610000	\$3.81
STATE CHARTER SCHOOL LEVY	23	0.0000140000	\$0.03
Taxes Billed 2019		0.0105930000	\$24.31

Property Code	Value Type	Actual	Assessed Value
FAA - GRAZING II	Standard	\$43,600.00	\$1,831.00
FAA - GRAZING IV	Standard	\$46,400.00	\$464.00
Total	Standard	\$90,000.00	\$2,295.00

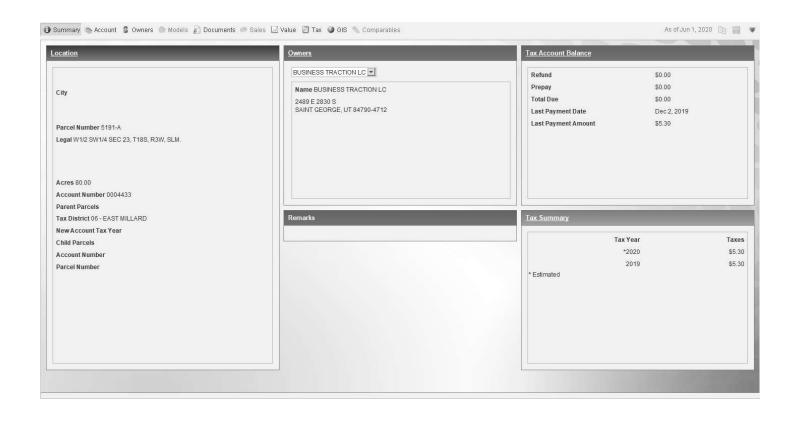
Tax Account

Summary

Tax YearTax DueInterest DuePenalty DueMisc DueLien DueLien Interest DueTotal Due2019\$0.00\$0.00\$0.00\$0.00\$0.00\$0.00

Transaction Details

Tax Year	Type	Effective Date A	mount Ba	alance
2019	Tax Payment	12/2/19	\$24.31	\$0.00
2019	Tax Charge	9/27/19	\$24.31	\$0.00
2018	Tax Payment	11/30/18	\$25.50	\$0.00
2018	Tax Charge	10/4/18	\$25.50	\$0.00
2017	Tax Payment	11/27/17	\$26.71	\$0.00
2017	Tax Charge	10/2/17	\$26.71	\$0.00
2016	Tax Payment	11/28/16	\$25.47	\$0.00
2016	Tax Charge	10/5/16	\$25.47	\$0.00
2015	Tax Payment	11/30/15	\$25.47	\$0.00
2015	Tax Charge	10/6/15	\$25.47	\$0.00
2014	Tax Payment	11/29/14	\$26.53	\$0.00
2014	Tax Charge	10/8/14	\$26.53	\$0.00
2013	Tax Payment	11/29/13	\$26.40	\$0.00
2013	Tax Charge	10/11/13	\$26.40	\$0.00
2012	Tax Payment	11/30/12	\$26.65	\$0.00
2012	Tax Charge	10/4/12	\$26.65	\$0.00
2011	Tax Payment	12/1/11	\$26.63	\$0.00
2011	Tax Charge	10/12/11	\$26.63	\$0.00
2010	Tax Payment	11/29/10	\$27.20	\$0.00
2010	Tax Charge	10/20/10	\$27.20	\$0.00
2009	Tax Payment	11/30/09	\$27.89	\$0.00
2009	Tax Charge	10/26/09	\$27.89	\$0.00
2008	Tax Payment	3/16/09	\$10.00	\$0.00
2008	Interest Payment	3/16/09	\$0.12	\$0.00
2008	Interest Charge	3/16/09	\$0.12	\$0.00
2008	Penalty Payment	12/8/08	\$10.00	\$0.00
2008	Tax Payment	12/8/08	\$11.66	\$0.00
2008	Penalty Charge	12/8/08	\$10.00	\$0.00
2008	Tax Charge	10/10/08	\$21.66	\$0.00
2007	Tax Payment	11/28/07	\$27.53	\$0.00
2007	Tax Charge	10/23/07	\$27.53	\$0.00
2006	Tax Charge	11/30/06	\$25.63	\$0.00
2006	Tax Payment	11/30/06	\$25.63	\$0.00



Tax Account

Summary

Account Id 0004433 Parcel Number 5191-A

Owners BUSINESS TRACTION LC

Address 2489 E 2830 S

SAINT GEORGE, UT 84790-4712

Situs Address

Legal W1/2 SW1/4 SEC 23, T18S, R3W, SLM.

Inquiry

As Of 06/01/2020

Total Due \$0.00

Value

Area Id		Tax Rate
06 - 06 - EAST MILLARD		0.0105930000
	Actual	Assessed
FAA - GRAZING IV - 05R	40,000	500
Taxes		\$5.30

Tax Account

Account Number 0004433

Tax Billed at 2019 Rates

Tax Area 06 - 06 - EAST MILLARD

Authority	Authority Id	Tax Rate	Amount
MILLARD CO GENERAL FUND	10	0.0032000000	\$1.60
MC FIRE DISTRICT	18	0.0003150000	\$0.16
ASSESS/COLLECT (COUNTY)	19	0.0003620000	\$0.18
MILLARD SCHOOL DIST	20	0.0050320000	\$2.52
ASSESS/COLLECT (STATE)	21	0.0000090000	\$0.00
STATE BASIC SCHOOL LEVY	22	0.0016610000	\$0.83
STATE CHARTER SCHOOL LEVY	23	0.0000140000	\$0.01
Taxes Billed 2019		0.0105930000	\$5.30

Property Code	Value Type	Actual	Assessed Value
FAA - GRAZING IV	Standard	\$40,000.00	\$500.00
Total	Standard	\$40,000.00	\$500.00

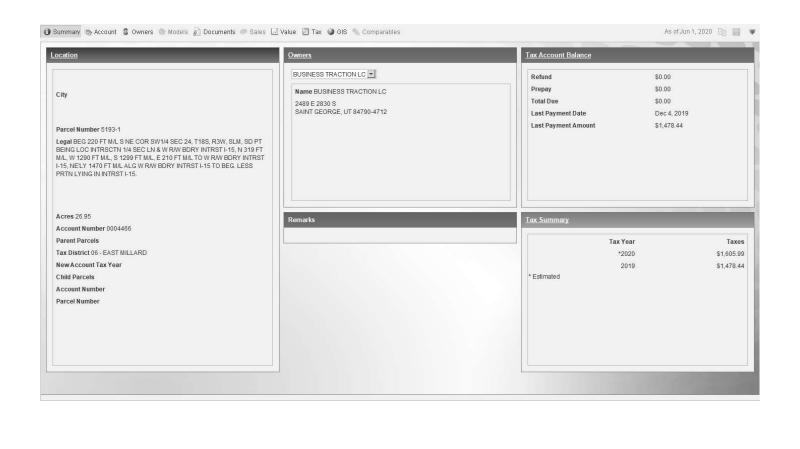
Tax Account

Summary

Tax YearTax DueInterest DuePenalty DueMisc DueLien DueLien Interest DueTotal Due2019\$0.00\$0.00\$0.00\$0.00\$0.00\$0.00

Transaction Details

Tax Year	Type	Effective Date	Amount	Balance
2019	Tax Payment	12/2/19	\$5.30	\$0.00
2019	Tax Charge	9/27/19	\$5.30	\$0.00
2018	Tax Payment	11/30/18	\$5.16	\$0.00
2018	Tax Charge	10/4/18	\$5.16	\$0.00
2017	Tax Payment	11/27/17	\$5.41	\$0.00
2017	Tax Charge	10/2/17	\$5.41	\$0.00
2016	Tax Payment	11/28/16	\$5.16	\$0.00
2016	Tax Charge	10/5/16	\$5.16	\$0.00
2015	Tax Payment	11/30/15	\$5.16	\$0.00
2015	Tax Charge	10/6/15	\$5.16	\$0.00
2014	Tax Payment	11/29/14	\$5.02	\$0.00
2014	Tax Charge	10/8/14	\$5.02	\$0.00
2013	Tax Payment	11/29/13	\$4.99	\$0.00
2013	Tax Charge	10/11/13	\$4.99	\$0.00
2012	Tax Payment	11/30/12	\$5.04	\$0.00
2012	Tax Charge	10/4/12	\$5.04	\$0.00
2011	Tax Payment	12/1/11	\$5.04	\$0.00
2011	Tax Charge	10/12/11	\$5.04	\$0.00
2010	Tax Payment	11/29/10	\$4.98	\$0.00
2010	Tax Charge	10/20/10	\$4.98	\$0.00
2009	Tax Payment	11/30/09	\$4.80	\$0.00
2009	Tax Charge	10/26/09	\$4.80	\$0.00
2008	Tax Payment	3/16/09	\$4.78	\$0.00
2008	Penalty Payment	3/16/09	\$5.22	\$0.00
2008	Interest Payment	3/16/09	\$0.06	\$0.00
2008	Interest Payment	3/16/09	\$0.07	\$0.00
2008	Interest Charge	3/16/09	\$0.06	\$0.00
2008	Interest Charge	3/16/09	\$0.07	\$0.00
2008	Penalty Payment	12/8/08	\$4.78	\$0.00
2008	Penalty Charge	12/8/08	\$10.00	\$0.00
2008	Tax Charge	10/10/08	\$4.78	\$0.00
2007	Tax Payment	11/28/07	\$4.89	\$0.00
2007	Tax Charge	10/23/07	\$4.89	\$0.00
2006	Tax Charge	11/30/06	\$5.01	\$0.00
2006	Tax Payment	11/30/06	\$5.01	\$0.00



Tax Account

Summary

Account Id 0004466 Parcel Number 5193-1

Owners BUSINESS TRACTION LC

Address 2489 E 2830 S

SAINT GEORGE, UT 84790-4712

Situs Address

Legal BEG 220 FT M/L S NE COR SW1/4 SEC 24, T18S, R3W, SLM, SD PT BEING LOC INTRSCTN 1/4 SEC LN & W

R/W BDRY INTRST I-15, N 319 FT M/L, W 1290 FT M/L, S 1299 FT M/L, E 210 FT M/L TO W R/W BDRY INTRST I-15, NE'LY 1470 FT M/L ALG W R/W BDRY INTRST I-15 TO BEG. LESS PRTN LYING IN INTRST

I-15.

Inquiry

As Of 06/01/2020

Total Due \$0.00

Value

Area Id		Tax Rate
06 - 06 - EAST MILLARD		0.0105930000
	Actual	Assessed
FAA - GRAZING II - 05P	10,975	461
FAA - GRAZING III - 05Q	2,000	52
FAA - HOMESITE - NON-PRIMARY - 05W	22,000	22,000
BLDG - RESIDENCE - NON-PRIMARY - 12A	117,055	117,055
Total Value	152,030	139,568
Taxes		\$1,478.44

Page 1 of 1 Tax Account

Tax Account

Account Number 0004466

Tax Billed at 2019 Rates

Tax Area 06 - 06 - EAST MILLARD

Authority	Authority Id	Tax Rate	Amount
MILLARD CO GENERAL FUND	10	0.0032000000	\$446.63
MC FIRE DISTRICT	18	0.0003150000	\$43.96
ASSESS/COLLECT (COUNTY)	19	0.0003620000	\$50.52
MILLARD SCHOOL DIST	20	0.0050320000	\$702.30
ASSESS/COLLECT (STATE)	21	0.0000090000	\$1.26
STATE BASIC SCHOOL LEVY	22	0.0016610000	\$231.82
STATE CHARTER SCHOOL LEVY	23	0.0000140000	\$1.95
Taxes Billed 2019		0.0105930000	\$1,478.44

Property Code	Value Type Actual		Assessed Value	
FAA - GRAZING II	Standard	\$10,975.00	\$461.00	
FAA - GRAZING III	Standard	\$2,000.00	\$52.00	
FAA - HOMESITE - NON-PRIMARY	Standard	\$22,000.00	\$22,000.00	
BLDG - RESIDENCE - NON-PRIMARY	Standard	\$117,055.00	\$117,055.00	
Total	Standard	\$152,030.00	\$139,568.00	

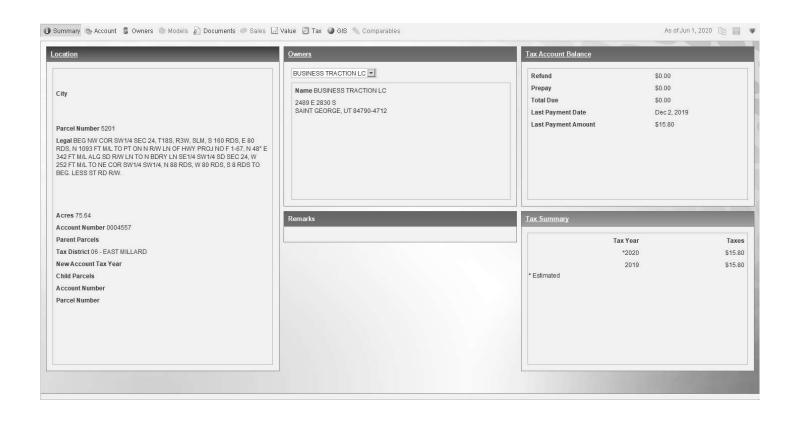
Tax Account

Summary

Tax YearTax DueInterest DuePenalty DueMisc DueLien DueLien Interest DueTotal Due2019\$0.00\$0.00\$0.00\$0.00\$0.00\$0.00

Transaction Details

Tax Year	Type	Effective Date	Amount	Balance
2019	Tax Payment	12/2/19	\$1,478.44	\$0.00
2019	Tax Charge	9/27/19	\$1,478.44	\$0.00
2018	Tax Payment	11/30/18	\$1,452.02	\$0.00
2018	Tax Charge	10/4/18	\$1,452.02	\$0.00
2017	Tax Payment	11/27/17	\$1,455.78	\$0.00
2017	Tax Charge	10/2/17	\$1,455.78	\$0.00
2016	Tax Payment	11/29/16	\$1,388.46	\$0.00
2016	Tax Charge	10/5/16	\$1,388.46	\$0.00
2015	Tax Payment	11/30/15	\$1,363.84	\$0.00
2015	Tax Charge	10/6/15	\$1,363.84	\$0.00
2014	Tax Payment	11/29/14	\$1,232.31	\$0.00
2014	Tax Charge	10/8/14	\$1,232.31	\$0.00
2013	Tax Payment	11/29/13	\$1,311.24	\$0.00
2013	Tax Charge	10/11/13	\$1,311.24	\$0.00
2012	Tax Payment	11/30/12	\$1,323.45	\$0.00
2012	Tax Charge	10/4/12	\$1,323.45	\$0.00
2011	Tax Payment	12/1/11	\$434.82	\$0.00
2011	Tax Charge	10/12/11	\$434.82	\$0.00
2010	Tax Payment	11/29/10	\$430.49	\$0.00
2010	Tax Charge	10/20/10	\$430.49	\$0.00
2009	Tax Payment	11/30/09	\$414.67	\$0.00
2009	Tax Charge	10/26/09	\$414.67	\$0.00
2008	Interest Payment	3/16/09	\$0.12	\$0.00
2008	Tax Payment	3/16/09	\$10.00	\$0.00
2008	Interest Charge	3/16/09	\$0.12	\$0.00
2008	Tax Payment	12/8/08	\$403.16	\$0.00
2008	Penalty Payment	12/8/08	\$10.00	\$0.00
2008	Penalty Charge	12/8/08	\$10.00	\$0.00
2008	Tax Charge	10/10/08	\$413.16	\$0.00
2007	Tax Payment	11/28/07	\$618.91	\$0.00
2007	Tax Charge	10/23/07	\$618.91	\$0.00
2006	Tax Charge	11/30/06	\$562.11	\$0.00
2006	Tax Payment	11/30/06	\$562.11	\$0.00



Tax Account

Summary

Account Id 0004557 Parcel Number 5201

Owners BUSINESS TRACTION LC

Address 2489 E 2830 S

SAINT GEORGE, UT 84790-4712

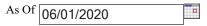
Situs Address

Legal BEG NW COR SW1/4 SEC 24, T18S, R3W, SLM, S 160 RDS, E 80 RDS, N 1093 FT M/L TO PT ON N R/W LN OF

 $HWY\ PROJ\ NO\ F\ 1-67, N\ 48^{\circ}\ E\ 342\ FT\ M/L\ ALG\ SD\ R/W\ LN\ TO\ N\ BDRY\ LN\ SE1/4\ SW1/4\ SD\ SEC\ 24, W\ 252\ FT$

 $\mbox{M/L}$ TO NE COR SW1/4 SW1/4, N 88 RDS, W 80 RDS, S 8 RDS TO BEG. LESS ST RD R/W.

Inquiry



Total Due \$0.00

Value

Area Id		Tax Rate
06 - 06 - EAST MILLARD		0.0105930000
	Actual	Assessed
FAA - GRAZING II - 05P	31,750	1,334
FAA - GRAZING III - 05Q	6,070	158
Total Value	37,820	1,492
Taxes		\$15.80

Tax Account

Account Number 0004557

Tax Billed at 2019 Rates

Tax Area 06 - 06 - EAST MILLARD

Authority	Authority Id	Tax Rate	Amount
MILLARD CO GENERAL FUND	10	0.0032000000	\$4.77
MC FIRE DISTRICT	18	0.0003150000	\$0.47
ASSESS/COLLECT (COUNTY)	19	0.0003620000	\$0.54
MILLARD SCHOOL DIST	20	0.0050320000	\$7.51
ASSESS/COLLECT (STATE)	21	0.0000090000	\$0.01
STATE BASIC SCHOOL LEVY	22	0.0016610000	\$2.48
STATE CHARTER SCHOOL LEVY	23	0.0000140000	\$0.02
Taxes Billed 2019		0.0105930000	\$15.80

Property Code	Value Type	Actual	Assessed Value
FAA - GRAZING II	Standard	\$31,750.00	\$1,334.00
FAA - GRAZING III	Standard	\$6,070.00	\$158.00
Total	Standard	\$37,820.00	\$1,492.00

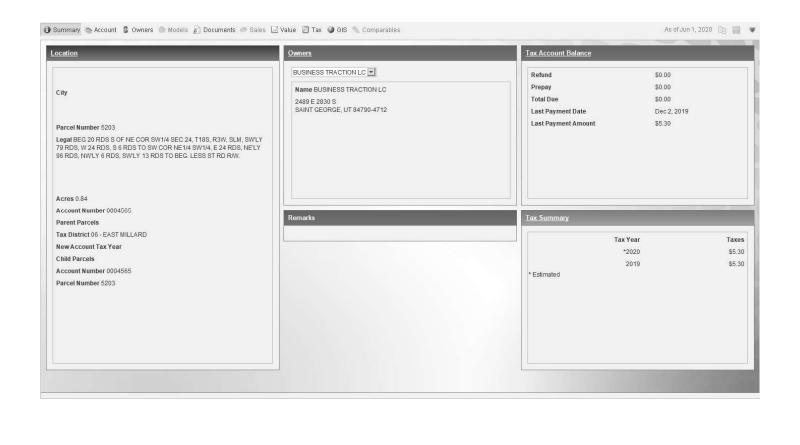
Tax Account

Summary

Tax YearTax DueInterest DuePenalty DueMisc DueLien DueLien Interest DueTotal Due2019\$0.00\$0.00\$0.00\$0.00\$0.00\$0.00

Transaction Details

Tax Year	Туре	Effective Date	Amount B	alance
2019	Tax Payment	12/2/19	\$15.80	\$0.00
2019	Tax Charge	9/27/19	\$15.80	\$0.00
2018	Tax Payment	11/30/18	\$17.09	\$0.00
2018	Tax Charge	10/4/18	\$17.09	\$0.00
2017	Tax Payment	11/27/17	\$17.89	\$0.00
2017	Tax Charge	10/2/17	\$17.89	\$0.00
2016	Tax Payment	11/28/16	\$17.07	\$0.00
2016	Tax Charge	10/5/16	\$17.07	\$0.00
2015	Tax Payment	11/30/15	\$17.07	\$0.00
2015	Tax Charge	10/6/15	\$17.07	\$0.00
2014	Tax Payment	11/29/14	\$18.00	\$0.00
2014	Tax Charge	10/8/14	\$18.00	\$0.00
2013	Tax Payment	11/29/13	\$17.91	\$0.00
2013	Tax Charge	10/11/13	\$17.91	\$0.00
2012	Tax Payment	11/30/12	\$18.08	\$0.00
2012	Tax Charge	10/4/12	\$18.08	\$0.00
2011	Tax Payment	12/1/11	\$18.07	\$0.00
2011	Tax Charge	10/12/11	\$18.07	\$0.00
2010	Tax Payment	11/29/10	\$18.63	\$0.00
2010	Tax Charge	10/20/10	\$18.63	\$0.00
2009	Tax Payment	11/30/09	\$19.20	\$0.00
2009	Tax Charge	10/26/09	\$19.20	\$0.00
2008	Interest Payment	3/16/09	\$0.12	\$0.00
2008	Tax Payment	3/16/09	\$10.00	\$0.00
2008	Interest Charge	3/16/09	\$0.12	\$0.00
2008	Penalty Payment	12/8/08	\$10.00	\$0.00
2008	Tax Payment	12/8/08	\$5.78	\$0.00
2008	Penalty Charge	12/8/08	\$10.00	\$0.00
2008	Tax Charge	10/10/08	\$15.78	\$0.00
2007	Tax Payment	11/28/07	\$18.09	\$0.00
2007	Tax Charge	10/23/07	\$18.09	\$0.00
2006	Tax Charge	11/30/06	\$16.42	\$0.00
2006	Tax Payment	11/30/06	\$16.42	\$0.00



Tax Account

Summary

Account Id 0004565 Parcel Number 5203

Owners BUSINESS TRACTION LC

Address 2489 E 2830 S

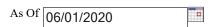
SAINT GEORGE, UT 84790-4712

Situs Address

Legal BEG 20 RDS S OF NE COR SW1/4 SEC 24, T18S, R3W, SLM, SW'LY 79 RDS, W 24 RDS, S 6 RDS TO SW COR

NE1/4~SW1/4,~E~24~RDS,~NE'LY~96~RDS,~NW'LY~6~RDS,~SW'LY~13~RDS~TO~BEG.~LESS~ST~RD~R/W.

Inquiry



Total Due \$0.00

Value

Area Id		Tax Rate
06 - 06 - EAST MILLARD		0.0105930000
	Actual	Assessed
FAA - GRAZING III - 05Q	500	500
Taxes		\$5.30

Page 1 of 1 Tax Account

Tax Account

Account Number 0004565

Tax Billed at 2019 Rates

Tax Area 06 - 06 - EAST MILLARD

Authority	Authority Id	Tax Rate	Amount
MILLARD CO GENERAL FUND	10	0.0032000000	\$1.60
MC FIRE DISTRICT	18	0.0003150000	\$0.16
ASSESS/COLLECT (COUNTY)	19	0.0003620000	\$0.18
MILLARD SCHOOL DIST	20	0.0050320000	\$2.52
ASSESS/COLLECT (STATE)	21	0.0000090000	\$0.00
STATE BASIC SCHOOL LEVY	22	0.0016610000	\$0.83
STATE CHARTER SCHOOL LEVY	23	0.0000140000	\$0.01
Taxes Billed 2019		0.0105930000	\$5.30

Property Code	Value Type	Actual	Assessed Value
FAA - GRAZING III	Standard	\$500.00	\$500.00
Total	Standard	\$500.00	\$500.00

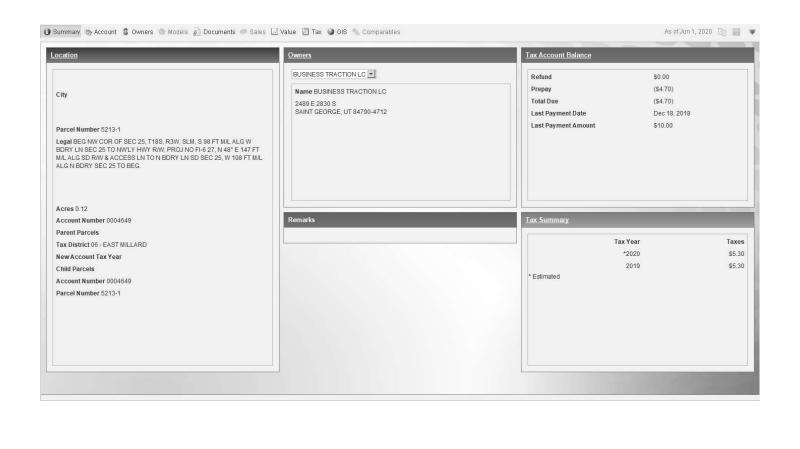
Tax Account

Summary

Tax YearTax DueInterest DuePenalty DueMisc DueLien DueLien Interest DueTotal Due2019\$0.00\$0.00\$0.00\$0.00\$0.00\$0.00

Transaction Details

Tax Year	Type	Effective Date	Amount	Balance
2019	Tax Payment	12/2/19	\$5.30	\$0.00
2019	Tax Charge	9/27/19	\$5.30	\$0.00
2018	Tax Payment	11/30/18	\$5.16	\$0.00
2018	Tax Charge	10/4/18	\$5.16	\$0.00
2017	Tax Payment	11/27/17	\$5.41	\$0.00
2017	Tax Charge	10/2/17	\$5.41	\$0.00
2016	Tax Payment	11/28/16	\$5.16	\$0.00
2016	Tax Charge	10/5/16	\$5.16	\$0.00
2015	Tax Payment	11/30/15	\$5.16	\$0.00
2015	Tax Charge	10/6/15	\$5.16	\$0.00
2014	Tax Payment	11/29/14	\$5.02	\$0.00
2014	Tax Charge	10/8/14	\$5.02	\$0.00
2013	Tax Payment	11/29/13	\$4.99	\$0.00
2013	Tax Charge	10/11/13	\$4.99	\$0.00
2012	Tax Payment	11/30/12	\$5.04	\$0.00
2012	Tax Charge	10/4/12	\$5.04	\$0.00
2011	Tax Payment	12/1/11	\$5.04	\$0.00
2011	Tax Charge	10/12/11	\$5.04	\$0.00
2010	Tax Payment	11/29/10	\$4.98	\$0.00
2010	Tax Charge	10/20/10	\$4.98	\$0.00
2009	Tax Payment	11/30/09	\$4.80	\$0.00
2009	Tax Charge	10/26/09	\$4.80	\$0.00
2008	Interest Payment	3/16/09	\$0.07	\$0.00
2008	Penalty Payment	3/16/09	\$5.22	\$0.00
2008	Interest Payment	3/16/09	\$0.06	\$0.00
2008	Tax Payment	3/16/09	\$4.78	\$0.00
2008	Interest Charge	3/16/09	\$0.06	\$0.00
2008	Interest Charge	3/16/09	\$0.07	\$0.00
2008	Penalty Payment	12/8/08	\$4.78	\$0.00
2008	Penalty Charge	12/8/08	\$10.00	\$0.00
2008	Tax Charge	10/10/08	\$4.78	\$0.00
2007	Tax Payment	11/28/07	\$4.89	\$0.00
2007	Tax Charge	10/23/07	\$4.89	\$0.00
2006	Tax Charge	11/30/06	\$5.01	\$0.00
2006	Tax Payment	11/30/06	\$5.01	\$0.00



Tax Account

Summary

Account Id 0004649 Parcel Number 5213-1

Owners BUSINESS TRACTION LC

Address 2489 E 2830 S

SAINT GEORGE, UT 84790-4712

Situs Address

Legal BEG NW COR OF SEC 25, T18S, R3W, SLM, S 98 FT M/L ALG W BDRY LN SEC 25 TO NW'LY HWY R/W,

PROJ NO FI-6 27, N 48° E 147 FT M/L ALG SD R/W & ACCESS LN TO N BDRY LN SD SEC 25, W 108 FT M/L

ALG N BDRY SEC 25 TO BEG.

Inquiry

As Of 06/01/2020

Total Due \$0.00

Value

Area Id		Tax Rate
06 - 06 - EAST MILLARD		0.0105930000
	Actual	Assessed
FAA - GRAZING III - 05Q	60	500
Taxes		\$5.30

Page 1 of 1 Tax Account

Tax Account

Account Number 0004649

Tax Billed at 2019 Rates

Tax Area 06 - 06 - EAST MILLARD

Authority	Authority Id	Tax Rate	Amount
MILLARD CO GENERAL FUND	10	0.0032000000	\$1.60
MC FIRE DISTRICT	18	0.0003150000	\$0.16
ASSESS/COLLECT (COUNTY)	19	0.0003620000	\$0.18
MILLARD SCHOOL DIST	20	0.0050320000	\$2.52
ASSESS/COLLECT (STATE)	21	0.0000090000	\$0.00
STATE BASIC SCHOOL LEVY	22	0.0016610000	\$0.83
STATE CHARTER SCHOOL LEVY	23	0.0000140000	\$0.01
Taxes Billed 2019		0.0105930000	\$5.30

Property Code	Value Type	Actual	Assessed Value
FAA - GRAZING III	Standard	\$60.00	\$500.00
Total	Standard	\$60.00	\$500.00

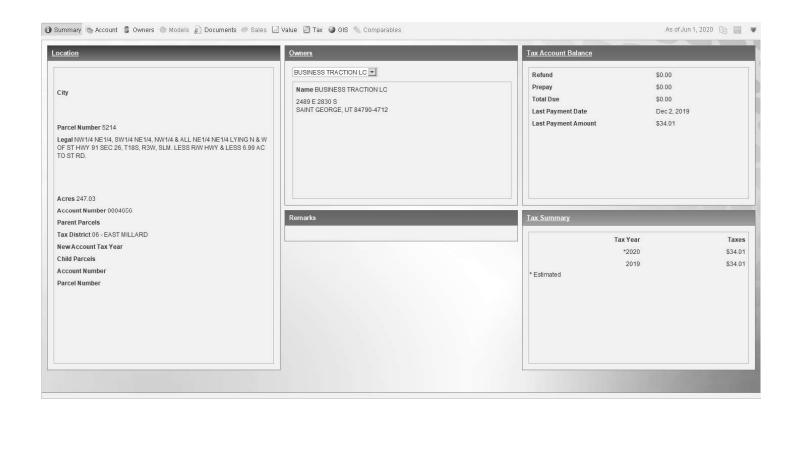
Tax Account

Summary

Tax YearTax DueInterest DuePenalty DueMisc DueLien DueLien Interest DueTotal Due2019\$0.00\$0.00\$0.00\$0.00\$0.00\$0.00

Transaction Details

Tax Year	Type	Effective Date	Amount	Balance
2019	Tax Charge	9/27/19	\$5.30	\$0.00
2018	Penalty Payment	12/17/18	\$4.84	\$0.00
2018	Tax Payment	12/17/18	\$5.16	\$0.00
2018	Pre Payment	12/12/18	\$10.00	\$4.70
2019	Prepayment Applied	12/12/18	\$5.30	\$0.00
2019	Tax Payment	12/12/18	\$5.30	\$0.00
2018	Penalty Payment	12/10/18	\$5.16	\$0.00
2018	Penalty Charge	12/10/18	\$10.00	\$0.00
2018	Tax Charge	10/4/18	\$5.16	\$0.00
2017	Tax Payment	11/27/17	\$5.41	\$0.00
2017	Tax Charge	10/2/17	\$5.41	\$0.00
2016	Tax Payment	11/28/16	\$5.16	\$0.00
2016	Tax Charge	10/5/16	\$5.16	\$0.00
2015	Tax Payment	11/30/15	\$5.16	\$0.00
2015	Tax Charge	10/6/15	\$5.16	\$0.00
2014	Tax Payment	12/1/14	\$5.02	\$0.00
2014	Tax Charge	10/8/14	\$5.02	\$0.00
2013	Tax Payment	12/3/13	\$4.99	\$0.00
2013	Tax Charge	10/11/13	\$4.99	\$0.00
2012	Tax Payment	11/30/12	\$5.04	\$0.00
2012	Tax Charge	10/4/12	\$5.04	\$0.00
2011	Tax Payment	12/1/11	\$5.04	\$0.00
2011	Tax Charge	10/12/11	\$5.04	\$0.00
2010	Tax Payment	11/29/10	\$4.98	\$0.00
2010	Tax Charge	10/20/10	\$4.98	\$0.00
2008	Interest Payment	3/16/09	\$0.06	\$0.00
2008	Interest Payment	3/16/09	\$0.06	\$0.00
2008	Penalty Payment	3/16/09	\$4.88	\$0.00
2008	Tax Payment	3/16/09	\$5.12	\$0.00
2008	Interest Charge	3/16/09	\$0.06	\$0.00
2008	Interest Charge	3/16/09	\$0.06	\$0.00
2008	Penalty Payment	12/8/08	\$5.12	\$0.00
2008	Penalty Charge	12/8/08	\$10.00	\$0.00
2008	Tax Charge	10/10/08	\$5.12	\$0.00
2007	Tax Payment	11/28/07	\$4.89	\$0.00
2007	Tax Charge	10/23/07	\$4.89	\$0.00
2006	Tax Charge	11/30/06	\$5.01	\$0.00
2006	Tax Payment	11/30/06	\$5.01	\$0.00



Tax Account

Summary

Account Id 0004656 Parcel Number 5214

Owners BUSINESS TRACTION LC

Address 2489 E 2830 S

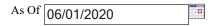
SAINT GEORGE, UT 84790-4712

Situs Address

Legal NW1/4 NE1/4, SW1/4 NE1/4, NW1/4 & ALL NE1/4 NE1/4 LYING N & W OF ST HWY 91 SEC 26, T18S, R3W,

SLM. LESS R/W HWY & LESS 6.99 AC TO ST RD.

Inquiry



Total Due \$0.00

Value

Area Id		Tax Rate
06 - 06 - EAST MILLARD		0.0105930000
	Actual	Assessed
FAA - GRAZING III - 05Q	123,515	3,211
Taxes		\$34.01

Page 1 of 1 Tax Account

Tax Account

Account Number 0004656

Tax Billed at 2019 Rates

Tax Area 06 - 06 - EAST MILLARD

Authority	Authority Id	Tax Rate	Amount
MILLARD CO GENERAL FUND	10	0.0032000000	\$10.28
MC FIRE DISTRICT	18	0.0003150000	\$1.01
ASSESS/COLLECT (COUNTY)	19	0.0003620000	\$1.16
MILLARD SCHOOL DIST	20	0.0050320000	\$16.16
ASSESS/COLLECT (STATE)	21	0.0000090000	\$0.03
STATE BASIC SCHOOL LEVY	22	0.0016610000	\$5.33
STATE CHARTER SCHOOL LEVY	23	0.0000140000	\$0.04
Taxes Billed 2019		0.0105930000	\$34.01

Property Code	Value Type	Actual	Assessed Value
FAA - GRAZING III	Standard	\$123,515.00	\$3,211.00
Total	Standard	\$123,515.00	\$3,211.00

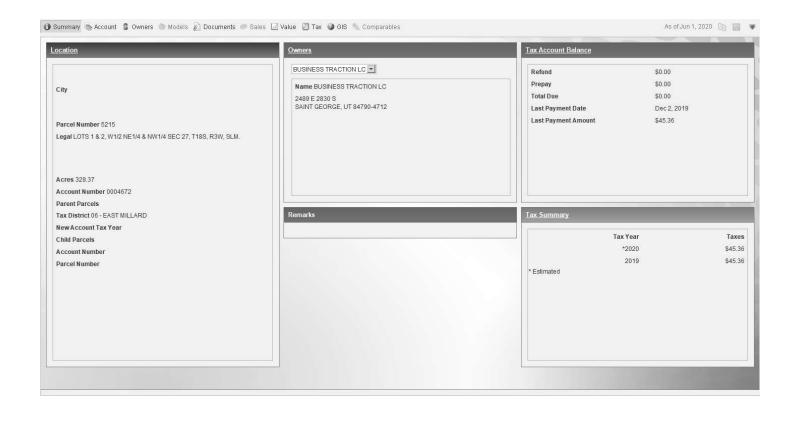
Tax Account

Summary

Tax YearTax DueInterest DuePenalty DueMisc DueLien DueLien Interest DueTotal Due2019\$0.00\$0.00\$0.00\$0.00\$0.00\$0.00

Transaction Details

Tax Year	Туре	Effective Date A	Amount Ba	alance
2019	Tax Payment	12/2/19	\$34.01	\$0.00
2019	Tax Charge	9/27/19	\$34.01	\$0.00
2018	Tax Payment	11/30/18	\$40.80	\$0.00
2018	Tax Charge	10/4/18	\$40.80	\$0.00
2017	Tax Payment	11/27/17	\$42.73	\$0.00
2017	Tax Charge	10/2/17	\$42.73	\$0.00
2016	Tax Payment	11/28/16	\$40.75	\$0.00
2016	Tax Charge	10/5/16	\$40.75	\$0.00
2015	Tax Payment	11/30/15	\$40.76	\$0.00
2015	Tax Charge	10/6/15	\$40.76	\$0.00
2014	Tax Payment	11/29/14	\$42.14	\$0.00
2014	Tax Charge	10/8/14	\$42.14	\$0.00
2013	Tax Payment	11/29/13	\$41.94	\$0.00
2013	Tax Charge	10/11/13	\$41.94	\$0.00
2012	Tax Payment	11/30/12	\$42.33	\$0.00
2012	Tax Charge	10/4/12	\$42.33	\$0.00
2011	Tax Payment	12/1/11	\$42.30	\$0.00
2011	Tax Charge	10/12/11	\$42.30	\$0.00
2010	Tax Payment	11/29/10	\$44.29	\$0.00
2010	Tax Charge	10/20/10	\$44.29	\$0.00
2009	Tax Payment	11/30/09	\$42.67	\$0.00
2009	Tax Charge	10/26/09	\$42.67	\$0.00
2008	Tax Payment	3/16/09	\$10.00	\$0.00
2008	Interest Payment	3/16/09	\$0.12	\$0.00
2008	Interest Charge	3/16/09	\$0.12	\$0.00
2008	Tax Payment	12/8/08	\$30.17	\$0.00
2008	Penalty Payment	12/8/08	\$10.00	\$0.00
2008	Penalty Charge	12/8/08	\$10.00	\$0.00
2008	Tax Charge	10/10/08	\$40.17	\$0.00
2007	Tax Payment	11/28/07	\$41.07	\$0.00
2007	Tax Charge	10/23/07	\$41.07	\$0.00
2006	Tax Charge	11/30/06	\$37.09	\$0.00
2006	Tax Payment	11/30/06	\$37.09	\$0.00



Tax Account

Summary

Account Id 0004672 Parcel Number 5215

Owners BUSINESS TRACTION LC

Address 2489 E 2830 S

SAINT GEORGE, UT 84790-4712

Situs Address

Legal LOTS 1 & 2, W1/2 NE1/4 & NW1/4 SEC 27, T18S, R3W, SLM.

Inquiry

As Of 06/01/2020

Total Due \$0.00

Value

Area Id		Tax Rate
06 - 06 - EAST MILLARD		0.0105930000
	Actual	Assessed
FAA - GRAZING III - 05Q	164,685	4,282
Taxes		\$45.36

Page 1 of 1 Tax Account

Tax Account

Account Number 0004672

Tax Billed at 2019 Rates

Tax Area 06 - 06 - EAST MILLARD

Authority	Authority Id	Tax Rate	Amount
MILLARD CO GENERAL FUND	10	0.0032000000	\$13.70
MC FIRE DISTRICT	18	0.0003150000	\$1.35
ASSESS/COLLECT (COUNTY)	19	0.0003620000	\$1.55
MILLARD SCHOOL DIST	20	0.0050320000	\$21.55
ASSESS/COLLECT (STATE)	21	0.0000090000	\$0.04
STATE BASIC SCHOOL LEVY	22	0.0016610000	\$7.11
STATE CHARTER SCHOOL LEVY	23	0.0000140000	\$0.06
Taxes Billed 2019		0.0105930000	\$45.36

Property Code	Value Type	Actual	Assessed Value
FAA - GRAZING III	Standard	\$164,685.00	\$4,282.00
Total	Standard	\$164,685.00	\$4,282.00

Tax Account

Summary

Tax YearTax DueInterest DuePenalty DueMisc DueLien DueLien Interest DueTotal Due2019\$0.00\$0.00\$0.00\$0.00\$0.00\$0.00

Transaction Details

Tax Year	Type	Effective Date A	mount Ba	alance
2019	Tax Payment	12/2/19	\$45.36	\$0.00
2019	Tax Charge	9/27/19	\$45.36	\$0.00
2018	Tax Payment	11/30/18	\$54.41	\$0.00
2018	Tax Charge	10/4/18	\$54.41	\$0.00
2017	Tax Payment	11/27/17	\$56.98	\$0.00
2017	Tax Charge	10/2/17	\$56.98	\$0.00
2016	Tax Payment	11/28/16	\$54.34	\$0.00
2016	Tax Charge	10/5/16	\$54.34	\$0.00
2015	Tax Payment	11/30/15	\$54.35	\$0.00
2015	Tax Charge	10/6/15	\$54.35	\$0.00
2014	Tax Payment	11/29/14	\$56.17	\$0.00
2014	Tax Charge	10/8/14	\$56.17	\$0.00
2013	Tax Payment	11/29/13	\$55.91	\$0.00
2013	Tax Charge	10/11/13	\$55.91	\$0.00
2012	Tax Payment	11/30/12	\$56.43	\$0.00
2012	Tax Charge	10/4/12	\$56.43	\$0.00
2011	Tax Payment	12/1/11	\$56.39	\$0.00
2011	Tax Charge	10/12/11	\$56.39	\$0.00
2010	Tax Payment	11/29/10	\$59.09	\$0.00
2010	Tax Charge	10/20/10	\$59.09	\$0.00
2009	Tax Payment	11/30/09	\$56.93	\$0.00
2009	Tax Charge	10/26/09	\$56.93	\$0.00
2008	Tax Payment	3/16/09	\$10.00	\$0.00
2008	Interest Payment	3/16/09	\$0.12	\$0.00
2008	Interest Charge	3/16/09	\$0.12	\$0.00
2008	Penalty Payment	12/8/08	\$10.00	\$0.00
2008	Tax Payment	12/8/08	\$43.56	\$0.00
2008	Penalty Charge	12/8/08	\$10.00	\$0.00
2008	Tax Charge	10/10/08	\$53.56	\$0.00
2007	Tax Payment	11/28/07	\$54.76	\$0.00
2007	Tax Charge	10/23/07	\$54.76	\$0.00
2006	Tax Charge	11/30/06	\$49.45	\$0.00
2006	Tax Payment	11/30/06	\$49.45	\$0.00

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Agency 90 North Main, Fillmore, UT 84631 Phone: (435)743-6213 | Fax: (435)743-6212

First American Title Insurance Agency 90 North Main Fillmore, UT 84631

Attn: Shonda Robison -

Additional copies, if any, have been sent to the following parties:

Malissa Cox, Zions First National Bank, 1 South Main PO Box 279, Manti, UT 84642

RE: Roger L. Nielson and Nyra Nielson

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions on the inside cover page.

The Commitment is not valid with out SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

First American Title Insurance Company

July 02, 2004

Order Number: 4322523

SCHEDULE A

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: **Shonda Robison at** (435)743-6213 located at 90 North Main, Fillmore, UT 84631.

Effective Date: **July 2, 2004** at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA 1992 Eagle Loan for \$85,000.00

PREMIUM \$660.00

Proposed Insured:

Zions First National Bank

- 2. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:
 - Roger L. Nielson and Nyra Nielson, husband and wife as joint tenants
- 3. The land referred to in this Commitment is located in Millard County, UT and is described as:

BEGINNING AT A POINT 220 FEET, MORE OR LESS, SOUTH OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING LOCATED AT THE INTERSECTION OF THE QUARTER SECTION LINE AND THE WEST RIGHT OF WAY BOUNDARY OF INTERSTATE HIGHWAY 15, (I-15); THENCE NORTH 319 FEET, MORE OR LESS; THENCE WEST 1,290 FEET, MORE OR LESS; THENCE SOUTH 1,299 FEET, MORE OR LESS; THENCE EAST 210 FEET, MORE OR LESS, TO THE WEST RIGHT OF WAY BOUNDARY OF INTERSTATE HIGH (I-15); THENCE NORTHEASTERLY 1,470 FEET, MORE OR LESS, ALONG THE WEST RIGHT OF WAY BOUNDARY OF INTERSTATE HIGHWAY (I-15) TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM (ALL EXCEPT THE NORTH 99 FEET) ALL COAL AND OTHER MINERALS, AS PROVIDED UNDER UTAH CODE ANNOTATED AND AMENDMENTS THERETO, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF EXPLORING AND/OR REMOVING THE SAME.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE BOUNDARIES OF THE STATE ROAD RIGHT OF WAY.

SCHEDULE B - Section 1 Requirements

The following are the requirements to be complied with:

- (A) Pay the agreed amounts for interest in the land and/or the mortgage or deed of trust to be insured.
- (B) Pay us the premiums, fees and charges for the policy. In the event the transaction for which this commitment is furnished cancels, the minimum cancellation fee will be \$200.00.
- (C) Provide us with releases, reconveyances or other instruments, acceptable to us, including payment of any amounts due, removing the encumbrances shown in Schedule B-2 that are objectionable to the proposed insured.
- (D) Provide us with copies of appropriate agreements, resolutions, certificates, or other evidence needed to identify the parties authorized to execute the documents creating the interest to be insured.
- (E) After we have received the information requested in these requirements, together with any other information about the transaction, we will have the right to add requirements to this Schedule B-1 or special exceptions to Schedule B-2.
- (F) Provide us with any information regarding personal property taxes which may have been assessed or are due and payable which could become a lien on the real property.

SCHEDULE B - Section 2 Exceptions

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- 2. Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
- 3. Easements, claims of easements or encumbrances which are not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments and any other facts which a correct survey would disclose, and which are not shown by public records.
- 5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
- 6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
- 8. Taxes for the year 2004 now a lien, not yet due. Tax Parcel No. 5193-1

 2003 general property taxes were paid in the amount of \$566.97. Tax Parcel No. 5193-1
- 9. The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, by reason of that certain Application for Assessment and Taxation of Agricultural Land.
- A right of way and easement for electric transmission, distribution and telephone circuits and incidental purposes, as granted to Telluride Power Company, a corporation by Instrument recorded May 27, 1960 as Entry No. 99445 in Book 37 at Page 184-185 of Official Records, through and across the following described land: (See document for exact legal description).

The interest of Telluride Power company, a corporation has since been conveyed to Utah Power & Light Company, a corporation by that certain Deed dated March 15, 1963, recorded March 27, 1963 as Entry No. 5597 in Book 47 at Page 1 of Official Records.

- A right of way and easement 10 feet in width easement for electric transmission and distribution circuits and incidental purposes, as granted to Utah Power & Light Company, a corporation by Instrument recorded September 17, 1981 as Entry No. 40072 in Book 156 at Page 236 of Official Records, across the following described land: (See document for exact legal description).
- 12. An easement for irrigation distribution systems (exact location not disclosed) in favor of Scipio Irrigation Company as disclosed by various instruments of record.
- Subject to a right of way for a County road, and incidental purposes as now exists.
- 14. An Oil and Gas Lease by and between Mont B. Robison and Maxine Robins, husband and wife as Lessor and Grace Petroleum Corporation as Lessee, recorded September 13, 1976 as Entry No. 18124 in Book 116 at Page 877-879 of Official Records.

The interest of Mont B. Robins and Maxine Robins in and to said Lease was assigned to Western Farm Credit Bank, success in interest by merger to Federal Land Bank of Sacramento by Assignment of Lease recorded February 5, 1992 as Entry No. 87447 in Book 254 at Page 624-627 of Official Records.

The name(s) Roger L. Nielson and Nyra Nielson, has/have been checked for judgments, State and Federal tax liens, and bankruptcies and if any were found, are disclosed herein.

Title inquiries should be directed to Kent Dalton @ (435) 743-6213.

NOTE: The policy(ies) to be issued as a result of this Commitment contain an Arbitration Clause set forth in the Conditions/Conditions and Stipulations Section. The following is included for the information of the proposed insured(s):

Any matter in dispute between you and the company may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Association or other recognized arbitrator, a copy of which is available on request from the company. Any decision

reached by arbitration shall be binding upon both you and the company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

In the event the transaction for which this commitment was ordered "cancels", please refer to Paragraph B under Schedule B, Section 1 for required cancellation fee.

CONDITIONS

1. **DEFINITIONS**

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying this Commitment when you acted in good faith to:

comply with the Requirements

or

eliminate with our written consent any Exceptions shown in Schedule B

We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claims, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms



The First American Corporation

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from public records or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our web site at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial services providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products and services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

SCHEDULE A

Policy No: 11502-12M Order No.: 00120700

CW **4681419** Premium: **\$200.00**

Amount of Insurance: \$35,000.00 Premi

Date of Policy: December 21, 2001 at 4:10 P.M.

1. Name of Insured:

ZIONS FIRST NATIONAL BANK its successors and/or assigns as defined in Paragraph 1(a)

of the Conditions and Stipulations of this policy

2. The estate or interest in the land which is encumbered by the insured mortgage is:

fee simple

3. Title to the estate or interest in the land is vested in:

ROGER L. NIELSON and NYRA NIELSON Husband and Wife as Joint Tenants

4. The insured mortgage and assignments thereof, if any, are described as follows:

A Deed of Trust by and between ROGER L. NIELSON and NYRA NIELSON, husband and wife as joint tenants, as Trustor in favor of ZIONS FIRST NATIONAL BANK as Trustee and ZIONS FIRST NATIONAL BANK as Beneficiary, to secure an original indebtedness of \$35,000.00 and any other amounts or obligations secured thereby, dated December 7, 2001 and recorded December 21, 2001 as Entry No. 136315 in Book 373 at pages 674-687 of Official Records.

5. The Land referred to in this policy is situated in the State of Utah, County of **Millard**, and is described as follows:

PARCEL 1:

The North half of the South half of the North half of the Southeast quarter of Section 23, Township 18 South, Range 3 West, Salt Lake Base and Meridian.

PARCEL 2:

The South half of the South half of the North half of the Southeast quarter of Section 23, Township 18 South, Range 3 West, Salt Lake Base and Meridian.

PARCEL 3:

Beginning at the Northeast corner of the Southeast quarter of the Southeast quarter of Section 23, Township 18 South, Range 3 West, Salt Lake Base and Meridian, thence West 160 rods; thence North 80 rods; thence West 80 rods; thence South 104 rods; thence East 240 rods; thence North 24 rods to the point of beginning.

PARCEL 4

Beginning at the Southeast corner of Section 23, Township 18 South, Range 3 West, Salt Lake Base and Meridian, thence North 56 rods; thence West 240 rods; thence South 56 rods; thence East 240 rods to the point of beginning.

PARCEL 5:

Form No. 1056.92 (10/17/92) ALTA Loan Policy - Form 1

The West half of the Southwest quarter of Section 23, Township 18 South, Range 3 West, Salt Lake Base and Meridian.

PARCEL 6:

Beginning at the Southeast corner of the Southwest quarter of the Northwest quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian, thence North 8 rods; thence West 80 rods; thence South 8 rods; thence East 80 rods to the point of beginning.

PARCEL 7:

The Northwest quarter of the Southwest quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian.

PARCEL 8:

The North 24 rods of the Southwest quarter of the Southwest quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian.

EXCEPTING THEREFROM that portion lying within the boundaries of the State Road right of way.

PARCEL 9:

The South 56 rods of the Southwest quarter of the Southwest quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian.

EXCEPTING THEREFROM that portion lying within the boundaries of the State Road right of way.

PARCEL 10:

Beginning at the Northwest corner of the Southeast quarter of the Southwest quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian, thence South 227 feet, more or less, along the West boundary line of said Southeast quarter of the Southwest quarter to a point 100 feet perpendicularly distant Northwesterly from the centerline of survey of a highway known as project No. F1-67 which point is also a point on the right of way and limited access line of said highway; thence North 48°00' East 342 feet, more or less, along said right of way and limited access line to the North boundary line of said Southeast quarter of the Southwest quarter; thence West 252 feet, more or less, along said North boundary line to the point of beginning.

PARCEL 11:

Beginning 20 rods South of the Northeast corner of the Southwest quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian, thence Southwesterly 79 rods, more or less; thence West 24 rods, more or less; thence South 6 rods to the Southwest corner of the Northeast quarter of the Southwest quarter; thence East 24 rods; thence Northeasterly 96 rods; thence Northwesterly 6 rods; thence Southwesterly 13 rods to the point of beginning.

EXCEPTING THEREFROM all coal and other minerals, as provided under Utah Code Annotated and amendments thereto, together with the right of ingress and egress for the purpose of exploring and/or removing the same.

EXCEPTING THEREFROM that portion lying within the boundaries of the State Road right of way.

PARCEL 12:

Beginning at the Northwest corner of Section 25, Township 18 South, Range 3 West, Salt Lake Base and Meridian, thence South 98 feet, more or less, along the West boundary line of Section 25 to the Northwesterly

right of way and limited access line of a highway known as Project No. FA-67; thence North 48°00' East 147 feet, more or less, along said right of way and limited access line to the North boundary line of Section 25; thence West 108 feet, more or less, along the North boundary line of Section 25 to the point of beginning.

PARCEL 13:

The Northwest quarter and the West half of the Northeast quarter and that portion of the Northeast quarter of the Northeast quarter lying Westerly of the State Road right of way, all located in Section 26, Township 18 South, Range 3 West, Salt Lake Base and Meridian.

EXCEPTING THEREFROM all coal and other minerals in, on or under said land, together with the right of ingress and egress for the purpose of exploring and/or removing the same.

EXCEPTING THEREFROM that portion lying within the boundaries of the State Road right of way.

PARCEL 14:

The North half of Section 27, Township 18 South, Range 3 West, Salt Lake Base and Meridian.

EXCEPTING THEREFROM all coal and other minerals in, on or under said land, together with the right of ingress and egress for the purpose of exploring and/or removing the same.

PARCEL 15:

Beginning at the Southeast corner of the Northeast quarter of Section 9, Township 15 South, Range 4 West, Salt Lake Base and Meridian, thence South 89°36' West 787 feet, more or less, along the South line of the Northeast quarter of Section 9; thence North 1°45' East 560 feet, more or less, to the South right of way line of the State Road right of way; thence North 88°09' East 767.8 feet, more or less, along the South right of way line of the State Road right of way to the East line of Section 9; thence South 0°15' East 579 feet, more or less along the East line of Section 9 to the point of beginning.

LESS: Beginning at a point South 89°36' West 787 feet along the quarter section line from the East quarter corner of Section 9, Township 15 South, Range 4 West, Salt Lake Base and Meridian, thence North 01°45' East 560 feet to the South boundary of Utah State Highway 132; thence North 88°09' East 1.26 feet along said South boundary; thence South 00°51'21" West 559.77 feet to said quarter section line; thence South 89°36 West 10 feet along said quarter section line to the point of beginning.

* * *

SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

PART I

- 1. General property taxes for the year 2001 have been paid in the amount of \$193.31. **Tax ID No(s)**. **5187**, **5190**, **5191-A**, **5201**, **5203**, **5213-L**, **5214**, **5215**, **L 2256** and **12255-L**.
- 2. <u>Affects Parcels 1 through 11 and 13 and 14:</u>
 The effect of the 1969 Farmland Assessment Act, for which Application for Assessment and Taxation of Agricultural Land has been filed wherein there is a five (5) year roll-back provision with regard to assessment and taxation.
- 3. Affects Parcels 8 and 9:
- A right of way and Easement for electric transmission, distribution and telephone circuits and two pole or towers, as created in favor of TELLURIDE POWER COMPANY by Instrument recorded July 8, 1955, as Entry no. 86337 in Book UE/277 at Page 118 of Official Records, through and across said property, along a center line described as follows: Beginning 160 feet East, more or less, from the Southwest corner of Section 24, Township 18 South, Range 3 West, Salt lake Base and Meridian, thence running North 48°06' East 1395 feet.
- UX/15 The interest of TELLURIDE POWER COMPANY, a corporation has since been conveyed to UTAH POWER & LIGHT COMPANY, a corporation by that certain Deed dated March 15, 1963, recorded March 27, 1963 as Entry No. 5597 in Book 47 at Page 1 of Official Records.
 - 4. Affects Parcel 11:
- A right of way and Easement for electric transmission, distribution and telephone circuits and 2 pole or towers, as created in favor of TELLURIDE POWER COMPANY by Instrument recorded July 8, 1955, as Entry no. 86338 in Book 7 at Page 118 of Official Records, through and across said property, along a center line described as follows: Beginning 1635 feet East and 1320 feet North, more or less, from the Southwest corner of Section 24, Township 18 South, Range 3 West, Salt lake Base and Meridian, thence running North 48°06' East 1620 feet.
- The interest of TELLURIDE POWER COMPANY, a corporation has since been conveyed to UTAH POWER & UX/15 LIGHT COMPANY, a corporation by that certain Deed dated March 15, 1963, recorded March 27, 1963 as Entry No. 5597 in Book 47 at Page 1 of Official Records.
 - 5. Affects Parcel 13:
- A right of way and Easement for electric transmission, distribution and telephone circuits and 1 guy anchor and 7 pole or towers, as created in favor of TELLURIDE POWER COMPANY by Instrument recorded July 8, 1955, as Entry no. 86339 in Book 7 at Page 119 of Official Records, through and across said property, along a center line described as follows: Beginning 245 feet South, more or less, from the Northeast corner of Section 26, Township 18 South, Range 3 West, Salt Lake Base and Meridian, thence running South 48°06' West 2500 feet; thence South 21°28' West 1150 feet.
 - The interest of TELLURIDE POWER COMPANY, a corporation has since been conveyed to UTAH POWER & UX/15 LIGHT COMPANY, a corporation by that certain Deed dated March 15, 1963, recorded March 27, 1963 as Entry No. 5597 in Book 47 at Page 1 of Official Records.
 - 6. Affects Parcels 9 and 13:

UX/8 A right of way and Easement for electric transmission, distribution and telephone circuits and 4 pole or towers, as UE/27

created in favor of TELLURIDE POWER COMPANY by Instrument recorded May 27, 1960, as Entry no. 99443 in Book 37 at Page 183 of Official Records, through and across said property, along a center line described as follows: Beginning 565 feet East, more or less, from the Southwest corner of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian, thence North 47°16' East 1145 feet, more or less AND Beginning at a point 1745 feet West, more or less, from the East quarter corner of Section 26, Township 18 South, Range 3 West, Salt Lake Base and Meridian, thence North 33°53' East 720 feet, more or less.

- The interest of TELLURIDE POWER COMPANY, a corporation has since been conveyed to UTAH POWER & LIGHT COMPANY, a corporation by that certain Deed dated March 15, 1963, recorded March 27, 1963 as Entry No. 5597 in Book 47 at Page 1 of Official Records.
 - 7. Affects Parcel 9:
- A right of way and Easement 100 feet in width during construction and 50 feet in width thereafter for a pipeline, as created in favor of WYOMING-CALIFORNIA PIPELINE COMPANY by Instrument recorded April 26, 1990, as Entry no. 76175 in Book 233 at Page 554 of Official Records, through and across said property, along a center line described as follows: shown on Land Plat marked Exhibit "A" attached to said document.
- The interest of WYOMING-CALIFORNIA PIPELINE COMPANY in and to said Easement was assigned to KERN RIVER GAS TRANSMISSION COMPANY by Assignment of dated February 14, 1991 and Recorded February 26, 1991 as Entry No. 82554 in Book 243 at page 379-391 of Official Records.

A right of way and Easement 50 feet in width for a pipeline, as created in favor of KERN RIVER GAS

8. Affects Parcel 5:

TRANSMISSION COMPANY by Instrument recorded July 5, 1990, as Entry no. 76863 in Book 235 at Page 51-54 of Official Records and Affidavit of Right of Way and Easement Centerline Description recorded August 23, 1993 as Entry No. 92936 in Book 269 at Pages 31-32, through and across said property, along a center line described as follows: Beginning on the North line of Section 23, Township 18 South, Range 3 West, Salt Lake Base and Meridian at a point South 88°40'06' East 1228.57 feet from the West quarter corner of Section 23 and running thence South 13°21'00" West 62.85 feet; thence South 16°19'00" West 1129.6 feet; thence South 9°34'35" West 2227.7 feet; thence South 3°40'20" East 546.7 feet; thence South 1°29'30" West 437.1 feet; thence South 15°29'30" West 147.1 feet; thence South 25°59'30" West 118.1 feet; thence South 6°00'29" East 45.45 feet more or less to a point on the South line of Section 23.

- 9. Affects Parcels 5, 13 and 14:
- A right of way and Easement 50 feet in width for a pipeline, as created in favor of KERN RIVER GAS

 TRANSMISSION COMPANY by Instrument recorded July 5, 1990, as Entry no. 76864 in Book 235 at Page 55-61 of

 Official Records, through and across said property, along a center line described as follows: to be designated by a survey heretofore made or hereafter to be made.
 - 10. Affects Parcels 5 and 13:
- A right of way and Easement 10 feet in width for underground communication system, as created in favor of WILLIAMS COMMUNICATIONS, INC. by Instrument recorded June 25, 1998, as Entry no. 121816 in Book 329 at Page 300-302 of Official Records, through and across said property, along a center line described as follows: EXACT LOCATION NOT DISCLOSED.
 - 11. Affects Parcel 5: 121817
- UX/8
 UE/27
 A right of way and Easement 10 feet in width for underground communication system, as created in favor of
 WILLIAMS COMMUNICATIONS, INC. by Instrument recorded June 25, 1998, as Entry no. 1218167in Book 329 at
 Page 303-305of Official Records, through and across said property, along a center line described as follows: EXACT
 LOCATION NOT DISCLOSED.
 - 12. Affects Parcel 15:

Nop

An Easement for overhead power line and incidental purposes beginning 240 feet North, more or less, from the Southeast corner of said land, and running Southwesterly to a point 217 feet North, more or less, from the Southwest corner of said land, as disclosed by a survey.

- UX/8 13. Affects Parcels 6 through 12:
- An easement and/or easements for irrigation distribution systems (exact location not disclosed) in favor of SCIPIO IRRIGATION COMPANY as evidenced by mesne instruments of record.

UX/8

- 14. Affects Parcels 3, 5, 6, 7, 8, 10, 11 and 13:
 - Subject to a Right of Way for a County Road, and incidental purposes as now exists.
- RL 15. A Deed of Trust by and between ROGER NIELSON and NYRA NIELSON as Trustor in favor of ZIONS FIRST NATIONAL BANK as Trustee and ZIONS FIRST NATIONAL BANK as Beneficiary, to secure an original indebtedness of \$175,000.00 and any other amounts or obligations secured thereby, dated November 16, 2000 and
- recorded November 17, 2000/as Entry No. 131887 in Book 358 at Page 233-242 of Official Records.
- UX/8¹⁶. Affects Parcels 1 through 10:
- An Oil and Gas Lease by and between OTIS P. WALCH and VERNA B. WALCH, his wife as Lessor and PLACID
- OIL COMPANY as Lessee dated June 30, 1976, recorded August 19, 1976 as Entry No. 17886 in Book 116 at page
- $UI_{-}/25$ 512-514 of Official Records.

The interest of PLACID OIL COMPANY in said Lease was assigned to LOUISIANA-HUNT PETROLEUM 16.80672% and ROSEWOOD RESOURCES (POC), INC. 18.90756% by Assignment dated June 13, 1983 and recorded February 6, 1984 as Entry No. 51269 in Book 179 at Page 271 of Official Records.

Per DMS don't show assignments**

The interest of PLACID OIL COMPANY, LOUISIANA-HUNT PETROLEUM and ROSEWOOD RESOURCES (POC), INC. in said Lease was assigned to SOHIO PETROLEUM COMPANY by Assignment dated April 2, 1984 and recorded November 23, 1984 as Entry No. 54306 in Book 186 at Page 237 of Official Records.

per DMS don't show assignments

- UX/8¹⁷. Affects Parcels 2, 3, 4 and 6 through 10:
- An Oil and Gas Lease by and between ZELLA WALCH, a single woman, as Lessor and PLACID OIL COMPANY as Lessee dated June 7, 1976, recorded August 19, 1976 as Entry No. 17887 in Book 116 at page 515-517 of Official
- 111/25 Records.

The interest of PLACID OIL COMPANY in said Lease was assigned to LOUISIANA-HUNT PETROLEUM 16.80672% and ROSEWOOD RESOURCES (POC), INC. 18.90756% by Assignment dated June 13, 1983 and recorded February 6, 1984 as Entry No. 51269 in Book 179 at Page 271 of Official Records.

Per DMS don't show assignments

The interest of PLACID OIL COMPANY, LOUISIANA-HUNT PETROLEUM and ROSEWOOD RESOURCES (POC), INC. in said Lease was assigned to SOHIO PETROLEUM COMPANY by Assignment dated April 2, 1984 and recorded November 23, 1984 as Entry No. 54306 in Book 186 at Page 237 of Official Records.

per DMS don't show assignments

- UX/8 18. Affects Parcels 2, 3, 4 and 6 through 10:
- An Oil and Gas Lease by and between ESTATE OF HAZEL MAY WALCH CAHOON, DECEASED as Lessor and PLACID OIL COMPANY as Lessee dated July 20, 1976, recorded October 29, 1976 as Entry No. 18583 in Book 117 at
- 11 /25 page 744-746 of Official Records.

(Continued)

The interest of PLACID OIL COMPANY in said Lease was assigned to LOUISIANA-HUNT PETROLEUM 16.80672% and ROSEWOOD RESOURCES (POC), INC. 18.90756% by Assignment dated June 13, 1983 and recorded February 6, 2984 as Entry No. 51269 in Book 179 at Page 271 of Official Records.

per DMS don't show assignments
The interest of PLACID OIL COMPANY, LOUISIANA-HUNT PETROLEUM and ROSEWOOD RESOURCES

per DMS don't show assignments

(POC), INC. in said Lease was assigned to SOHIO PETROLEUM COMPANY by Assignment dated April 2, 1984 and recorded November 23, 1984 as Entry No. 54306 in Book 186 at Page 237 of Official Records.

19. Affects Parcels 10 and 12:

Covenants, conditions, restrictions and provisions as set forth in Quit Claim Deed executed by UTAH DEPARTMENT OF TRANSPORTATION recorded November 3, 1975 as Entry No. 15505 in Book 112 at page 634 of Official Records and in Quit Claim Deed executed by UTAH DEPARTMENT OF TRANSPORTATION recorded November 3, 1975 as Entry No. 15506 in Book 112 at page 635 of Official Records, but deleting any covenant, condition or restriction UX/15 indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenant, condition or restriction violates 42 USC 3604(c).

20. <u>Affects Parcels 8 through 13:</u>
No Access from Interstate #15, as Contemplated by Title 27, Chapter 23, Section 96, Utah Code Annotated, 1953, as amended.

Per new update, properties abutting highway has access.

Filename: 00120700.PL1

Directory: \\fslegal-

d306\f\$\SourceFiles\172.16.80.32_G\683\vision_ut\dsi\vb\escrow\data\pol3

Template: C:\WINWORD\TEMPLATE\policy.dot

Title: ALTA Owner's Policy

Subject:

Author: Chris MacDonald

Keywords: Comments:

Creation Date: 3/17/2001 11:31:00 AM

Change Number: 14

Last Saved On: 10/31/2003 11:36:00 AM

Last Saved By: sacummings Total Editing Time: 70 Minutes

Last Printed On: 1/7/2009 4:20:00 AM

As of Last Complete Printing Number of Pages: 7

Number of Words: 3,001 (approx.) Number of Characters: 17,110 (approx.) 00171238
B: 510 P: 205 Fee \$30.00
Connie Hansen, Millard Recorder
10/22/2009 04:11:31 PM By JUAB TITLE & ABSTRACT CO

WARRANTY DEED

BRADLEY D. HALL, Grantor, of Utah, hereby CONVEYS and WARRANTS to BUSINESS TRACTION, L.C., a Utah limited liability company, Grantee, of 1572 Boulder Springs Road, St. George, Utah 84790 for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described tracts of land in Millard County, State of Utah, to-wit:

Y Parcel 5187: The North half of the South half of the North half of the Southeast quarter of Section 23, Township 18 South, Range 3 West, Salt Lake Base and Meridian.

Parcel 5190: The South half of the South half of the North half of the Southeast Quarter of Section 23, Township 18 South, Range 3 West, Salt Lake Base and Meridian.

Also: Beginning at the Northeast corner of the Southeast quarter of the Southeast quarter of Section 23, Township 18 South, Range 3 West, Salt Lake Base and Meridian, thence West 160 rods, thence North 80 rods, thence West 80 rods, thence South 104 rods, thence East 240 rods, thence North 24 rods to the point of beginning.

Also: Beginning at the Southeast corner of Section 23, Township 18 South, Range 3 West, Salt Lake Base and Meridian, thence North 56 rods, thence West 240 rods, thence South 56 rods, thence East 240 rods to the point of beginning.

Parcel 5191-A: The West half of the Southwest quarter of Section 23, Township 18 South, Range 3 West, Salt Lake Base and Meridian.

Parcel 5193-1: Beginning at a point 220 feet, more or less, South of the Northeast corner of the Southwest quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian, said point being located at the intersection of the quarter Section line and the West right-of-way boundary of Interstate Highway 15 (I-15), thence North 319 feet, more or less, thence West 1,290 feet, more or less, thence South 1,299 feet, more or less, thence East 210 feet, more or less, to the West right-of-way boundary of Interstate Highway 15 (I-15), thence Northeasterly 1,470 feet, more or less, along the West right-of-way boundary of Interstate Highway 15 (I-15) to the point of beginning.

Excepting therefrom that portion lying within the boundaries of the state road right of way.

<u>Parcel 5201</u>: Beginning at the Southeast corner of the Southwest quarter of the Northwest quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian, thence North 8 rods, thence West 80 rods, thence South 8 rods, thence East 80 rods to the point of beginning.

Also: The Northwest quarter of the Southwest quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian.

Also: The North 24 rods of the Southwest quarter of the Southwest quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian.

Also: The South 56 rods of the Southwest quarter of the Southwest quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian.

Also: Beginning at the Northwest corner of the Southeast quarter of the Southwest quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian, thence South 227 feet, more or less, along the West boundary line of said Southeast quarter of the Southwest quarter to a point 100 feet perpendicularly distant Northwesterly from the centerline of survey of a highway known as Project No. F1-67, which point is also a point on the right-of-way and limited access line of said highway, thence North 48°00′ East 342 feet, more or less, along said right-of-way and limited access line to the North boundary line of said Southeast quarter of the Southwest quarter, thence West 252 feet, more or less, along said North boundary line to the point of beginning.

<u>Parcel 5203</u>: Beginning 20 rods South of the Northeast corner of the Southwest quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian, thence Southwesterly 79 rods, more or less, thence West 24 rods, more or less, thence South 6 rods to the Southwest corner of the Northeast quarter of the Southwest quarter, thence East 24 rods, thence Northeasterly 96 rods, thence Northwesterly 6 rods, thence Southwesterly 13 rods to the point of beginning.

Parcel 5213-1: Beginning at the Northwest corner of Section 25, Township 18 South, Range 3 West, Salt Lake Base and Meridian, thence South 98 feet, more or less, along the West boundary line of Section 25 to the Northwesterly right-of-way and limited access line of a highway known as Project No. FA-67, thence North 48°00′ East 147 feet, more or less, along said right-of-way and limited access line to the North boundary line of Section 25, thence West 108 feet, more or less, along the North boundary line of Section 25 to the point of beginning.

<u>Parcel 5214</u>: The Northwest quarter and the West half of the Northeast quarter and that portion of the Northeast quarter of the Northeast quarter lying Westerly of the State Road right-of-way, all located in Section 26, Township 18 South, Range 3 West, Salt Lake Base and Meridian.

Parcel 5215: The North half of Section 27, Township 18 South, Range 3 West, Salt Lake Base and Meridian.

Together with all improvements thereon and anywise appertaining thereto.

Subject to easements, rights, restrictions, rights-of-way, conditions, covenants, reservations, currently of record or enforceable in law or equity and subject to current general property taxes.

WITNESS THE HAND of said Grantor this Z day of October 12009.

Bradley D. Hall

X

00171238

3: 510 P: Z06 Fee \$30.00

7: Standard Recorder Page 2 of 3

8: Standard Recorder Page 2 of 3

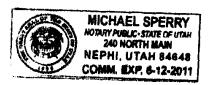
8: Standard Recorder Page 2 of 3

8: Standard Recorder Page 2 of 3

STATE OF UTAH) : ss. COUNTY OF JUAB)

On the 21 day of October, A.D. 2009, personally appeared before me, a Notary Public in and for the said state, Bradley D. Hall, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Notary Public



JUAB TITLE & ABSTRACT COMPANY
240 North Main P. O. Box 246 Nephi, Utah 84648
www.juabtitle.com
(435) 623-0387 Order No. 28322.

00171238

B: 510 P: 207 Fee \$30.00 Connie Hansen, Millard Recorder 10/22/2009 04:11:31 PM By JUAB TITLE & ABSTRACT CO Recorded at the request of Kern River Gas Transmission Company

When Recorded Mail to: Kern River Gas Transmission Company 1615 W. 2200 South, Suite C Salt Lake City, UT 84119 Attn: Cynthia Lowery

00136309 Bk 00374 Pg 00021-00023 MILLARD COUNTY RECORDER- CONNIE K HANSEN 2001 DEC 31 11:54 AM FEE \$18.00 BY SSD REQUEST: KERN RIVER GAS TRANSHISSION CO

AMENDMENT TO RIGHT-OF-WAY and EASEMENT CONTRACT

This Right-of-Way Contract Amendment ("Amendment") is dated this 5½ day of 5 ccen6cc 200 1, by and between Kern River Gas Transmission Company, located at P.O. Box 58900, Salt Lake City, Utah 84158-0900 ("Grantee"), and Roger L. Nielson and Nyra Nielson, husband and wife, as joint tenants, whose address is 476 East 300 N. 22-7, Ephraim, Utah 84627 ("current Grantor").

RECITALS:

- A. Whereas, by that certain Right-of-Way Contract dated recorded 07-05-90, the "Contract", Land Number 274, recorded in the records of Millard County, Book 235, Pages 51-54, Owen W. Cahoon and Paul K. Cahoon as Grantors, and by that certain Right-of-Way Contract Dated 06-27-90, the "Contract", Land Number 275, recorded in the records of Millard County, Book 235, Pages 55-61, Owen W. Cahoon, Paul K. Cahoon, Alton W. Cahoon, Edyth May Cahoon Hughes and Lugene Cahoon Allison as Grantor, granted and conveyed unto Grantee a right-of-way on, over and through certain real property situated in Millard County, State of Utah, as described and identified in the Contract.
- B. Whereas, the undersigned Grantor warrants that it is now the owner in fee simple of the following described property, as of the amendment date:

Being that land described as the W 1/2 of the SW 1/4 of Section 23, Township 18 South, Range 3 West, Salt Lake Base and Meridian; the NW 1/4 of Section 26, Township 18 South, Range 3 West, Salt Lake Base and Meridian, and Lots 1 and 2, NE 1/4 of Section 27, Township 18 South, Range 3 West, Salt Lake Base and Meridian

AGREEMENT:

NOW THEREFORE, for and in consideration of the mutual promises contained in this Amendment, Grantor grants to Grantee an amendment as described below:

- The parties desire and agree to amend the Contract to allow construction of an additional pipeline and appurtenances. The additional pipeline will be located approximately 25-feet from the existing pipeline and the right-of-way configuration will be 25-feet from the edge of the right-of-way to each pipeline and 25-feet between pipelines. The total width of the right-of-way easement for the pipelines is 75feet.
- The parties agree that in the event that Grantee determines that its pipeline is in need of repair, maintenance or replacement, Grantee will use its best efforts not to disturb Grantors improvements within the 75-foot easement area.

APN 5191-A

Tract # K-UT-MI-274, 275

This Amendment will be binding upon and inure to the benefit of the heirs, successors and assigns of the parties to this Amendment.

Except as amended, all terms, conditions and provisions of the existing Right-of-Way Contract will remain and continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of this $\underline{\it 5111}$ day of December, 2001.

GRANTOR:

Roger L. Nielson and Nyra Nielson, husband and wife, as joint

as Joint Tenant

KERN RIVER GAS TRANSMISSION COMPANY:

Right-of-Way Acquisition Supervisor
Title As Atterney-12 Fact

00136399 Bk 00374 Pa 00022

APN 5191-A

Tract # K-UT-MI-274, 275

ACKNOWLEDGMENT

STATE OF Utah)
COUNTY OF Sample	
The foregoing instrument was a 200_L, by	cknowledged before me this <u>5th</u> day of <u>December</u> , d Nyra. S. Nielson
्र् My Commission Expires:	MARY PATTERSON Molary Public State of Utah Notary Public in and for Notary Public in and for Phraim, UT 84627
4-27-03	Sarpete County, State of Utal
AC	KNOWLEDGMENTATTORNEY-IN-FACT
STATE OF Utah COUNTY OF Iron	
Company, and that the Agreement wa	personally appeared before me that he is the Attorney-in-Fact of Kern River Gas Transmission as signed on behalf of Kern River Gas Transmission Company and tay Acquisition Supervisor acknowledged to me that he, as tame.
My Commission Expires:	Notary Public in and for
9/17/205	County,
AUBREE ANDERSON NOTARY PUBLIC - STATE & UTAH 1414 NORTH 625 WEST #3 CEDAR CITY, UT 84720 COMM. EXP. 9-17-2005	State of

APN 5191-A

Tract # K-UT-MI-274, 275

JUAB TITLE & ABSTRACT CO.
PO Box 245, Nephi, Uiah 84648
(435) 623-0387 Order No. 22839

00148750 BK 00421 PM 00900-00904 MILLARD COUNTY RECORDER CONNIE K HANSEN 2004 AUG 26 13:31 PM FEE \$18.00 BY DEB REQUEST: JUAB TITLE & ABSTRACT CO

DEED GRANTING PERPETUAL EASEMENT INCLUDING COVENANTS, CONDITIONS AND RESTRICTIONS

1. Roger L. Nielson and Nyra Nielson, of Ephraim, Sanpete County, Utah, GRANTORS, in consideration of the sum of

other valuable consideration (see addendum), the receipt and sufficiency of which are hereby acknowledged, hereby grant, bargain, sell, convey and warrant to Saunders Outdoor Advertising/a Utah Corporation, of Ogden, Weber County, Utah, GRANTEES, and their successors and assigns, a perpetual casement and right of way on, over, under and across:

- A. Those certain real properties located in the County of Millard, State of Utah, more particularly described in Exhibit "A", attached hereto and by this reference incorporated herein, for the purpose of erecting, operating, maintaining, repairing, altering, enlarging, inspecting, relocating, replacing and removing billboards, signs and other advertising media (including those presently existing on said real property) and any other structure or structures deemed by Grantees or their successors or assigns, in their sole discretion, to be necessary or advisable for the operation of their business:
- B. That certain real property located in the County of Millard, State of Utah, more particularly described as a portion of parcel 5 93-1 Exhibit "A", attached hereto and incorporated herein, for the purpose of ingress and egress (including maneuvering and turn around space) to and from the real property described in said Exhibit "A", by vehicles of any size or type (including, for example, but not limited to, a tandem axle diesel truck with mounted 100-ton sign crane and other similar vehicles); and
- C. Those certain real properties located in the County of Millard, State of Utah, more particularly described in said Exhibit "A", attached hereto and incorporated herein, for the purpose of installing, operating, maintaining, repairing, altering, enlarging, inspecting, relocating, replacing, and removing electrical service and other utilities to serve the real properties described in said Exhibit "A" and the structures located thereon, and for repairing, maintaining and improving and otherwise keeping the aforesaid easements and rights of way in useable condition.
- 2. The easements and rights of way granted hereby include an easement for a free and unobstructed view over and across the real properties described in Exhibit "A" attached hereto and incorporated herein, from the State Road right-of-way. No part of the real property described in said Exhibit "A" shall be built upon, nor shall any trees, bushes, or other foliage be permitted to be

grown upon, nor shall any other obstruction be permitted to remain upon, the said real property described in Exhibit "A" if the result of such building, growth or other obstruction would be to limit the view from said State Road right-of-way of any billboards, signs or other advertising media now or hereafter erected on the real property described in said Exhibit "A" by the Grantee herein or its successors or assigns.

- 3. The easements and rights of way granted hereby also include the absolute and perpetual prohibition of any and all advertising of any kind by any person upon the real property described in Exhibit "A", attached hereto and incorporated herein, except for the exclusive right of the Grantee and its successors and assigns to advertise for themselves and their customers on the real property described in said Exhibit "A", and except for (and nevertheless subject to the provisions of paragraph 2 above) advertising by persons actually in possession of and conducting business on any portion of the real property described in said Exhibit "A", who may advertise their own business (but not any customer's or any other person's business) only on that portion of the said real property of which they are actually in possession and on which they are actually conducting business.
- 4. Concurrently with the execution hereof, the Grantor and the Grantees have executed and Agreement Granting Options to Purchase whereby the parties grant to each other certain options to purchase their respective interests in the real properties described in Exhibit "A", attached hereto and incorporated herein. In the event the Grantor or any of its successors or assigns hereafter reacquires from the Grantees or their successors or assigns all or any part of the rights granted hereunder pursuant to said Agreement or otherwise, there shall for a period of fifty (50) years thereafter be no advertising of any kind by any person whatsoever upon the real property described in Exhibit "A", attached hereto and incorporated herein, except for advertising by persons actually in possession of and conducting business on any portion of the real property described in said Exhibit "A", who may advertise their own business (but not any customer's or any other person's business) only on that portion of the said real property of which they are actually in possession and on which they are actually conducting business.
- 5. In the event any or all of the real properties described in Exhibit "A", attached hereto and incorporated herein, are partially or entirely taken for a public or quasi-public use by eminent domain or condemnation proceedings (including, but not limited to, an agreed sale to a public or quasi-public agency, corporation or utility after threat of condemnation), all compensation awarded upon such taking (whether for the easement or for the fee) shall be payable to the Grantees herein or their successors or assigns.
- 6. In the event the Grantees or their successors or assigns are at any time hereafter rendered unable for any reason to have access to all or any part of

10148750 Bt 00421 Pg 0090

the real properties described in Exhibit "A", attached hereto and incorporated herein, as a result of the actions of adjoining landowners or otherwise, the Grantor and its successors and assigns shall provide to the Grantees and their successors and assigns to have access for ingress and egress (including maneuvering and turn around space) to and from the real property described in said Exhibit "A" by vehicles of any size or type (including, for example, but not limited to, a tandem axle diesel truck with mounted 100-ton sign crane and other similar vehicles), and shall execute and deliver to the Grantees ort their successors and assigns in recordable form such documents and instruments as may be necessary to memorialize and give notice of such easements and rights of way.

- 7. In the event the Grantor or its successors or assigns shall desire to utilize the real property described in Exhibit "A", attached hereto and incorporated herein, in a manner inconsistent with the easement and right of way described in paragraph 1.B. hereinabove, the Grantors and its successors and assigns may do so upon granting to the Grantees and their successors and assigns such easements and rights of way on, over, under, and across such portions of the real properties described herein, as may be reasonably necessary to allow the Grantees and their successors and assigns to have access for ingress and egress (including maneuvering and turn around space) to and from the real property described in said Exhibit "A" by vehicles of any size or type (including, for example, but not limited to, a tandem axle diesel truck with mounted 100-ton sign crane and other similar vehicles), and shall execute and deliver to the Grantees or their successors and assigns in recordable form such documents and instruments as may be necessary to memorialize and give notice of such easements and rights of way.
- 8. The foregoing provisions shall be deemed covenants, conditions and restrictions binding the Grantor herein and its successors and assigns and inuring to the benefit of the Grantees herein and their successors and assigns, which covenants, conditions and restrictions shall run with the real properties described herein and each and every part thereof.
- 9. The provisions of this instrument shall be governed by and construed in accordance with the laws of the State of Utah. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include the masculine, feminine and neuter gender, and the term "person" shall include any individual, firm, partnership (general or limited), joint venture, corporation, trust, association or other entity or association or any combination thereof. If any provision of this instrument or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this instrument and the application of such provision to other persons or circumstances shall not be affected thereby, and shall be enforced to the extent permitted by applicable by law.

- 10. In the event that notification is served to Grantor informing of any changes of any kind whatsoever that affect premises or surrounding premises, Grantor will immediately notify Grantee of such changes.
- 11. RIGHTS OF FIRST REFUSAL; in the event Grantor shall decide during the life of this agreement to sell the premises described herein, Grantor shall give written notice to Grantee of the terms and price offered by a third party. Grantee shall be entitled for thirty (30) days to acquire the premises on the terms and conditions in said notice. If Grantee does not exercise said right to purchase, the Grantor shall not sell the premises on other terms for six (6) months. Thereafter Grantee shall have the same right as to any subsequent offer to purchase.
- 12. The above agreement is completely conditional upon the receipt of state and local permits by Saunders Outdoor Advertising, Inc. In the event applicable authorities deny permits, then this agreement is null and void at Saunders Outdoor Advertising, Inc. option only.
- 13. The persons signing below hereby represent and warrant that they are authorized to execute this deed on behalf of the partnership above-named.

WITNESS the hand of the Grantor this 11th day of August, 2004.

State of Utah : SS. County of Juab

On the 11th day of August, A.D. 2004, personally appeared before me, a Notary Public in and for said state, Roger L. Nielson and Nyra Nielson, the signers of the above instrument, who duly acknowledged to me that they executed the same.

MARY LOU SPERMY MARY PIECE STATE OF UTAH 84-8 COMM. EXP. 6-15-2006

Exhibit "A"

A 100 foot wide strip of property abutting the Westerly line of a road lying on Westerly side of I-15 Freeway located in the Northeast quarter of the Southwest quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian.

Grantor hereby reserves any water rights or rights to the use of water whether appurtenant to the land or not in which Grantor may have an interest. Grantor does not intend by this deed to convey any water rights or rights to the use of water and it is Grantor's intent that this conveyance shall not transfer any water rights or rights to the use of water by implication under Utah Code Ann. 73-1-11 or otherwise.

-0-0-0-0-

00148750 Bk 00421 P9 00904

Producer's 88- Paid Un

00151615 Bk 00432 Ps 00071-00075 HILLARD COUNTY RECORDER - CONNIE K HANSEN 2005 APR 04 13:11 PM FEE 135:00 BY LHH Paid-Up Oil and Gas Lease REQUEST: THOMPSON, ROB

AKA NYRA S. NIEZSON NGN

This AGREEMENT made and entered into the / 57 day of AFFC | _______, 2005, by and between Roger L.

Nielson and Nyra Nielson H&W, whose address is 476 E. 360 N, Ephraim. UT 84627 Hereinafter called Lessor (Whether one or more) and International Petroleum, LLC whose address is 4834 South Highland Drive, #200, Salt Lake City, Utah 84117 Hereinafter called Lessee (Whether one or more):

WITNESSETH, Lessor, in consideration of Ten and no/100 Dollars (\$10.00), in hand paid, receipt of which is acknowledged, and of the covenants and agreements contained in this lease, including the royalty provisions herein provided, hereby grants, leases and lets exclusively unto Lessee the lands hereinalter described for the purpose of investigating, exploring, prospecting, driling and operating for and producing and owning oil, gas of whatsoever nature or kind (including gas, legs, casinghead gas, methane and gas from coal seams, carbon dioxide, and other gas, whether of commercial value or not, hereinafter referred to as measure of the control of the contr

See Exhibit A attached hereto.

NOTWITHSTANDING any other particular description, it is nevertheless the intention of Lessor to include within this lease and Lessor does hereby bease, let, and demise not only the lands described above, but also any and all future interests and after acquired interests of Lessor, these lands, together with all strips, gores, accretions, relictions, islands, riparian rights submerged lands, and lands underlying roads, easements and rights-of-way which traverse or adjoin the described lands and which are owned or claimed by Lessor, and all other parcels of land, other than those constituting regular governmental subdivisions, adjoining or contiguous to the described land and owned or claimed by I.essor (all the foregoing lands, together with any lands communitized, unitized, or pooled therewith being hereinafter referred to as "said land" of the leased premises). Lessor agrees to execute any sundemental interments exercised by I.essor. supplemental instrument requested by Lessee for a more complex or accurate description of said land and/or to cure any title defects

The rights granted Lessee to investigate, explore, and prospect (whether by geophysical, seismic, or other means), to drill, mine for, and produce leased substances, and all other rights of Lessee, shall be exclusive, and no other person shall have the right to conduct similar activities on the lease premises during the term of this lease.

Said lease shall be deemed to contain 391.18 gross acres, whether actually containing more or less, for the purpose of calculating any payments due under the terms of this lease.

Said lease shall be deemed to contain 391.18 gross acres, whether actually containing more or less, for the purpose of calculating any payments due under the terms of this lease.

1. It is agreed that this lease shall remain in force for a primary term of five (5) years from this date and as long thereafter as leased substances are produced from the leased premises, or drilling operations are continued as hereafter provided. If, at the expiration of the primary term of this lease, leased substances are not being produced on the leased premises, but Lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises, and operations shall be considered to be continuously prosecuted in not more than minety (90) days shall clapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of leased substances on the leased premises, the production thereof about decase from any cause after the primary lemm, this lease shall not terminate if Lessee commences additional drilling or reworking operations within ninety (90) days from the date of completion of any love. If leased substances shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as leased substances are produced from the leased premises.

For the purpose of developing coalbed gas, the word "operations" shall mean, in addition to those matters covered elsewhere herein (1) operations of said wells to remove water or other substances, so though such operations do not result in the production of hydrocarbons in paying quantilities, or (2) shutting in or otherwise discontinuing from said wells to allow for surface or underground mining affecting the drillstie or wellbore.

2 This is a PAID-UP LEASE. In consideration of the down cash payment, Lessee sange

3rd. On all sulfur produced, mined, manufactured and marketed, the royalty shall be One Dollar (\$1.00) for each long ton (2,240 pounds) of sulfur when marketed. Notwithstanding the foregoing provisions, Lessee shall have the right to use, free of cost, any leased substance produced, and any water, except water from Lessor's wells and ponds, from the leased premises for the Lessee's operations, which benefit the leased premises of the leased premises for the Leased premises of the leased premises and the leased premises are capable of producing gas, but such well

4. If during or after the primary term one or more wells on the leased premises are capable of producing gas, but such well

- 4. If during or after the primary term one on more wents our the reasen premises are companion or protocoming gas, our ascent ment or wells are either shut-in or gas therefrom is not being sold or used, such well or wells shall nevertheless be gas therefrom is not being sold or used, then the protocoming for purposes of maintaining this lease. If for a period of ninety (90) consecutive days such well or wells are shut-in or gas therefrom is not being sold or used, then Lessee shall pay or tender as royalty to their oxyalty owners \$5.00/eyer/net rady are then retained hereunder, such payment or tender to be made on or before the anniversary date of the lease next ensuing after the expiration of the control of the c ninety (90) days from the date such well(s) are shut-in and thereafter on or before the anniversary date of this lease during the period ninety (90) days from the date such went(s) are sint-in and increater on or before the anniversary date or tims lease outing the period such well(s) are shit-in; provided that if this lease is otherwise being maintained by operations, or if gas is being sold or used from another well or wells on the leased premises, no shut-in royalty shall be due until the end of the ninety (90) day period next following cessation of all such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

 5. If said Lessor owns an interest in the leased premises less than the entire and undivided fee simple estate therein, then the
- 5. If said Lessor owns an interest in the leased premises less than the entire and undivided fee simple estate therein, then the rentals and royalites (including any shut-in gas royality) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.
 6. Lessee shall bury Lessee's pipeline below plow depth.
 7. No well shall be drilled reaer than 400 feet to the houses or barns or other facilities, fields under cultivation during the period of this lease, including Lessors water facilities now on said land without written consent of Lessor. Which written consent of the property of shall not be unreasonably withheld.
- Lessee shall pay for damages caused by Lessee's operations to growing crops on said land and cost of crops lost due to Lessee's operations on said land. The value of the crops shall be calculated based upon current fair market value, and the past years
- crop production.

 9. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to
- 7. Lesses statut mare use of the lesser and Lessee hereunder may be assigned in whole or in part as to any mineral or horizon and shall 10. The rights of the Lessor and Lessee hereunder may be assigned in whole or in part as to any mineral or horizon and shall 10 The rights of the Lessor and Lessee hereunder may be assigned in whole or in part as to any mineral or horizon and shall inture to the benefit of the parties hereto, their respective heirs, successors, devises, assigns and successive assigns. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of nece, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessoe, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasshold owner shall be liable for any act or omission of any other leasehold.

 11. Lessee, at its oution, is hereby given the right and power at any time and from time to time as a recurring right, either
- I. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, access to the land described herein and any portion of the surface as agreed to in writing by both Lessee and Lessor as agreed to in extract as agreed to in writing by both Lessee and Lessor as agreed to in external surface usage agreement, which written approval for access shall not be unreasonably denied and as to all or any part of said land and as to any one or more of the formations hereunder, to pool, unitize, or communitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has therefore been compreted or upon, which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease, shall be treated as if it were production, drilling operations or a well shut in for want of a market anywhere on a unit which includes all or any part of the souther selesce. In lieu of the royalties elsewhere herein specific, including shuting such production allocated to expecify the unit of the production and located to the unit bea 11. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either right to unitize, pool or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development of operation approved by governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this leases shall be deemed modified to conform to the terms, conditions and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of such approved cooperative or unit plan of development or expire during the life of such plan or agreement. In the event said fand or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production affocated any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of fand to which it is allocated and not to any other tract of land, and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operations adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessor.
- plan of development or operations adopted by Lessee and approved by any governmental agency by executing me same upon request of Lessee.

 12. Lessor agrees that, should Lessee be prevented from complying with any express or implied covenant of this agreement (except payment of money to Lessor) by reason of scarcity of or inability to obtain or use labor, water, equipment or material (including drilling righ, strike or difference with workmen, failure of carriers to transport or furnish facilities for transportation, wars, fires, storms, storm warnings, floods, riots, epidemics, compliance with or obedience to any Federal or State law or any regulation, rule or order of any governmental authority having jurisdiction, including but not limited to inability (except through Lessee's lack of reasonable diligence) to obtain any license, permit or other authorization that may be required to conduct operations on or in connection with the lessed premises or lands pooled or unitized therewith, or any cause whatsoever (other than financial), beyond its control, whether similar from those enumerated, any such reason shall be deemed an "event of frore majeure" and then, while Lessee is so prevented, its obligation to comply with such covenant shall be suspended and excused and the period for performance and the term of this lesses shall be extended for an additional period equal to the duration of the event of frore majeure, alessee shall use reasonable diligence to remetly the event of frore majeure, but shall not be required against its better judgment to settle any labor dispute or context the validity of any law or regulation or any action or inaction of civil or military authority. of civil or military authority.

 13. Lessor hereby warrants and agrees to defend the title to the lands described against the claims of all persons
- 13. Lesson notety warrants and agrees to detend the title to the innos described against the claims of an ipersonic whomsoever, and agrees that the Lesses shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on said land, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves, and their heirs, successors and assigns, hereby surrender and release if right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this length tended.
- which fills lease is made.

 14. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all parties who do execute it as Lessor. The word "Lessor" as used in this lease, shall mean any one or more or all of the

parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of

Lessor and Lessee.

15. This lease does not convey to Lessee the right to mine, quarry, produce, any sand gravel, aggregate and quarry stone

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18. This lease does not convey to Lessee the right to mine, quarry, produce, and the right to mine, quarry, and the right to mine, quarry, and the right to mine, qu from the herein described lands. Lessee, with written permission from Lessor, which written permission shall not be unreasonably withheld, may use so much of such materials as may be necessary or useful in operations for the exploration, development and production of the oil, gas, carbon dioxide and hydrocarbon covered in this lease. Without impairing the rights granted under this oil and gas lease, Lessor reserves the right to mine quarry, produce and market sand, gravel, aggregate and quarry stone from the herein and gas task, tessers the reserve the region of finite quarty, produce unimake saint, gravet, aggregate and quary short interaction described lands. Any coal mining lease, whether it be for surface mining operations, executed during the term of this lease, shall be expressly subject to the rights granted Lessee by this lease, especially including those set forth in paragraph 17. Furthermore, any subsequent coal-mining lease shall expressly exclude occluded natural gas or methane in coal seams. Lessee expressly agrees to fully cooperate with subsequent surface and underground coal lessees in an effort to maximize the development of natural resources in the leased premises

16. Lessee and Lessor agree that any access roads, well sites, or pipelines to be constructed under the terms of this lease shall be done in consultation with the Lessor, provided however, the Lessor shall not attempt to prohibit said construction or make

- unreasonable requests of the Lessee.

 17. Lessee shall restore Lessor's surface to original state as of the date of this lease or to Lessor's specification, which specifications shall not be unreasonable, within one hundred and eighty (180) days, following cessation of its operations, Lessee shall restore its well site, as nearly as possible, to its original condition and land contour.
- 18. Lessee agrees to be a prudent operator and will keep all surface disturbances to the minimum area necessary to conduct

- its operations.

 19. Lessee shall indemnify and hold Lessor harmless from any and all liability, liens, claims and covironmental liability arising out of Lessee's operations under the terms of this lease.

 20. Pursuant to paragraph 8 of this lease, Lessee agrees that within thirty (30) days of commencement of operations on the herein described lands, Lessee agrees to pay Lessor fair market value for actual damage caused to Lessor's property and crops as a direct result of Lessee's operations under the terms of this lease.

 21. Lessee agrees to allow Lessee to conduct geophysical testing and seismographic surveys, including the use of dynamite or explosive charges, on the surface only, on the herein described lands; however, Lessee shall obtain prior written consent from Lessor, the string and seismographic surveys without the written consent from the Lessor, the written permission shall not be unreasonably withheld.

 22. It is understood and agreed that in order to obtain maximum efficient recovery of coalbed gas, Lessee may treat and
- 22. It is understood and agreed that in order to obtain maximum efficient recovery of coalbed eas. Lessee may treat and
- 23. It is understood and agreed that in order to obtain maximum efficient recovery of coalbed gas, Lessee may treat and stimulate coal scams and adjacent strata in such manner as Lessee may determine in its sole discretion. Such treatment and stimulate coal scams and adjacent strata in such manner as Lessee may determine in its sole discretion. Such treatment and stimulation may include, but is not limited to, hydraultic stimulation or the injection of gas, water, brine, or other fluids into the subsurface strata. Lessor hereby releases and holds Lessee harmless from any and all claims, actions, damages, liability, and expenses (including reasonable costs and attorney's fees) which may arise in connection with any damage or injury to any coal seam or adjuent strate as a result of such activities conducted under this lease.

 23. In the event Lessor considers that Lessee has not complied with all it obligations hereunder, both express and implied, Lessor shall notify Lesser in writing, setting out specifically in what respects Lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all of its obligations hereunder. Should it be asserted in any notice given on the Lessee under the provisions of this paragraph that Lessee has failed to comply with any implied obligations or covenant hereof, this lease shall not be

IN WITNESS WHEREOF, this instrument is executed as of the date first above written. Dyra & Calen NIN.

Nielson MEH NYRA S. NIELSON STATE OF UTAH ACKNOWLEDGMENT - INDIVIDUAL COUNTY OF Sinpele BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this lot to the day of April 2005, personally appeared Roger L. Nielson and Nyra Nielson to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above

My commission expires: 4-27-07

MARY PATTERSON
NOTARY PUBLIC - STATE OF UTAH
2 NORTH MAIN P.O. BOX 705
EPHRAIM UT 84627
My Comp. For 04/27/2007

Notary Public Mary Catleson

Address: Ephrain UT

Exhibit A

Attached to and made a part of that certain Oil and Gas Lease dated AARIL 1, 2005, by Roger L. Nielson and Nyra Nielson, H&W, as Lessor and International Petroleum, LLC, as Lessee.

Township 18 South, Range 3 West

The North half of the South half of the North half of the Southeast quarter of Section 23, Township 18 South, Range 3 West, Salt Lake Base and Meridian. Serial # 5187

The South half of the South half of the North half of the Southeast Quarter of Section 23, Township 18 South, Range 3 West, Salt Lake Base and Meridian. Serial # 5190

Beginning at the Northeast Quarter of the Southeast Quarter of Section 23, Township 18 South, Range 3 West, Salt Lake Base and Meridian; thence West 160 rods; thence North 80 rods; thence West 80 rods; thence South 104 rods; thence East 240 rods; thence North 24 rods to the point of beginning.

Serial # 5190

Beginning at the Southeast corner of Section 23, Township 18 South, Range 3 West, Salt Lake Base and Meridian; thence North 56 rods; thence West 240 rods; thence South 56 rods; thence East 240 rods to the point of beginning.

Serial # 5190

The West half of the Southwest quarter of section 23, Township 18 South, Range 3 West. Salt Lake Base and Meridian. Serial # 5191-A

Beginning at the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian; thence North 8 rods; thence West 80 rods; thence South 8 rods; thence East 80 rods to the point of beginning. Serial # 5201

The Northwest Quarter of the Southwest Quarter of Section 24, Township 18 South, Range 3
West, Salt Lake Base and Meridian.

Serial # 5201

The North 24 rods of the Southwest Quarter of the Southwest Quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian.

Serial # 5201

EXCEPTING THEREFROM that portion lying within the boundaries of the State Road right of way.

The South 56 rods of the Southwest Quarter of the Southwest Quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian.

Serial # 5201

EXCEPTING THEREFROM that portion lying within the boundaries of the State Road right of way.

Beginning at the Northwest corner of the Southeast Quarter of the Southwest Quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian; thence South 227 feet, more or less, along the West boundary line of said Southeast Quarter of the Southwest Quarter to a point 100 feet perpendicularly distant Northwesterly from the centerline of survey of a highway known as project No. FI-67 which point is also a point on the right of way and limited access line of said highway; thence North 48°00' East 342 feet, more or less, along said right of way and limited access line to the North boundary line of said Southeast Quarter of the Southwest Quarter; thence West 252 feet, more or less, along said North boundary line to the point of beginning. Serial # 3201

Beginning 20 rods South of the Northeast comer of the Southwest Quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian; thence Southwesterly 79 rods, more or less, thence West 24 rods, more or less; thence South 6 rods to the Southwest corner of the Northeast Quarter of the Southwest Quarter; thence East 24 rods; thence Northeasterly 96 rods; thence Northwesterly 6 rods; thence Southwesterly 13 rods to the point of beginning. Serial # 5203 EXCEPTING THEREFROM that portion lying within the boundaries of the State Road right of way.

Beginning at the Northwest comer of Section 25, Township 18 South, Range 3 West, Salt Lake Base and Meridian; thence South 98 feet, more or less, along the West boundary line of Section 25 to the Northwesterly right of way and limited access line of a highway known as Project No. FA.67; thence North 48°00′ East 147 feet, more or less, along said right of way and limited access line to the North boundary line of Section 25; thence West 108 feet, more or less, along the North boundary line of Section 25 to the point of beginning.

[[[]]] BY 00422 PS 0007

BEGINNING AT A POINT 220 FEET, MORE OR LESS, SOUTH OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING LOCATED AT THE INTERSECTION OF THE QUARTER SECTION LINE AND THE WEST RIGHT OF WAY BOUNDARY OF INTERSTATE HIGHWAY 15, (1-15); THENCE NORTH 319 FEET, MORE OR LESS; THENCE WEST 1,290 FEET, MORE OR LESS; THENCE SOUTH 1,299 FEET, MORE OR LESS; THENCE EAST 210 FEET, MORE OR LESS, TO THE WEST RIGHT OF WAY BOUNDARY OF INTERSTATE HIGH (1-15); THENCE NORTHEASTERLY 1,470 FEET, MORE OR LESS, ALONG THE WEST RIGHT OF WAY BOUNDARY OF INTERSTATE HIGHWAY (1-15) TO THE POINT OF BEGINNING.

Serial # 5193-1 EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE BOUNDARIES OF THE STATE ROAD RIGHT OF WAY.

Township 15 South, Range 4 West

Beginning at the Southeast corner of the Northeast Quarter of Section 9, Township 15 South, Range 4 West, Salt Lake Base and Meridian; thence South 89°36' West 787 feet, more or less, along the South line of the Northeast Quarter of Section 9; thence North 1°45' East 560' feet, more or less, to the South right of way line of the State Road right of way; thence North 88°09' East 767.8 feet, more or less, along the South right of way line of the State Road right of way to the East line of Section 9; thence South 0°15' East 579 feet, more or less along the East line of Section 9 to the point of beginning.

Less & Except 0.07 acres in Serial # L 2256-1 in Book 373/249 in Book 416/190 in Book 416/200

It is the intent of the Lessor to include, and make subject to this lease, all interest, if any, owned by the Lessor in any easements, roads, or road right-of-ways within, or adjacent to, the above described tracts of land.

00151615 Bk 00432 Ps 00075

2 of 2

Application for Assessment and Taxation of Agricultural Land

Millard County Utah Assessor

Farmland Assessment Act UCA 59-2-501 to 515 Form TC-582ED

Owner HALL, BRADLEY D 8744 N 1900 W ST GEORGE, UT 84770 Date of Application 08/22/2008

Property identification numbers and complete legal description (additional pages if necessary)

Account Number: 0004409 Parcel Number: 5187

QUARTER: SE S 23 T 18S R 3W N1/2 S1/2 N1/2 SE1/4 SEC 23, T18S, R3W, SLM.

Account Number: 0004417 Parcel Number: 5190

QUARTER: SE S 23 T 18S R 3W S1/2 S1/2 N1/2 SE1/4, S 1/2 SE1/4 & E1/2 SW1/4 SEC 23, T18S, R3W, SLM.

Account Number: 0004433 Parcel Number: 5191-A

QUARTER: SW S 23 T 18S R 3W W1/2 SW1/4 SEC 23, T18S, R3W, SLM.

Account Number: 0004466 Parcel Number: 5193 1

QUARTER: SW S 24 T 18S R 3W BEG 220 FT M/L S NE COR SW1/4 SEC 24, T18S, R3W, SLM, SD PT BEING LOC INTRSCTN 1/4 SEC LN & W R/W BDRY INTRST I-15, N 319 FT M/L, W 1290 FT M/L, S 1299 FT M/L, E 210 FT M/L TO W R/W BDRY INTRST I-15.

NE'LY 1470 FT M/L ALG W R/W BORY INTRST I-15 TO BEG. LESS PRTN LYING IN INTRST I-15.

Account Number: 0004557 Parcel Number: 5201

QUARTER: SE S 24 T 18S R 3W BEG NW COR SW1/4 SEC 24, T18S, R3W, SLM, S 160 RDS, E 80 RDS, N 1093 FT M/L TO PT ON N R/W LN OF HWY PROJ NO F 1-67, N 48° E 342 FT M/L ALG SD R/W LN TO N BDRY LN SE1/4 SW1/4 SD SEC 24, W 252 FT M/L TO NE COR SW1/4 SW1/4, N 88 RDS, W 80 RDS, S 8 RDS TO BEG. LESS ST RD R/W.

Account Number: 0004565 Parcel Number: 5203

QUARTER: SW S 24 T 18S R 3W BEG 20 RDS S NE COR SW1/4 SEC 24, T18S, R3W, SLM, SW'LY 79 RDS, W 24 RDS, S 6 RDS SW COR NE1/4 SW1/4, E 24 RDS, NE'LY 96 RDS, NW'LY 6 RDS, SW'LY 13 RDS TO BEG. LESS ST RD R/W.

Account Number: 0004649 Parcel Number: 5213-1

QUARTER: NW S 25 T 18S R 3W BEG NW COR OF SEC 25, T18S, R3W, SLM, S 98 FT M/L TO NW'LY HWY R/W, PROJ NO FI-6 27, N 48° E 147 FT M/L TO N BDRY LN SD SEC 25, W 108 FT M/L TO BEG.

Account Number: 0004656 Parcel Number: 5214

QUARTER: NE S 26 T 18S R 3W NW1/4 NE1/4, SW1/4 NE1/4, NW1/4 & ALL NE1/4 NE1/4 LYING N & W OF ST HWY 91 SEC 26, T18S, R3W, SLM, LESS R/W HWY & LESS 6.99 AC TO ST RD.

Account Number: 0004672 Parcel Number: 5215

Certfication

Read the following and sign below.

I certify: (1) THE FACTS SET FORTH IN THIS APPLICATION ARE I RUE. (2) The agricultural land covered by this application constitutes no less than five contiguous acres exclusive of homesite and other non-agricultural acreage (see Utah Code 58-2-503 for waiver). (3) The land is currently devoted to agricultural use and has been so devoted for two successive years immediately preceding the tax year for which valuation under this act is requested. (4) The land produces in excess of 50 percent of the average agricultural production per acre for the given type of land and the given county or area. (5) I am fully aware of the five-year rollback tax provision which becomes effective upon a change in use or other withdrawal of all or part of the eligible land. I understand that I must notify the county assessor of a change in land use to any non-qualifying use, and that a penalty of the greater of \$10 or 2 percent of the computed rollback tax due for the last year will be imposed on failure to notify the assessor within 120 days after change in use.

Owner Signature

Notary Signature

Notary Signature

Notary Stamp

NOTARY PUBLIC
TAMMY HOUCHEN
2177 W 1740 N
St George UT 84770
My Commission Expires
August 16, 2011
STATE OF UTAH

County Assessor Signature (Subject to review)

Wall Hucan Deputy

Date 10-29-08

00167746

B: 494 P: 687

Fee \$29.00

Connie Hansen, Millard Recorder
10/29/2008 02:06:42 PM By MILLARD COUNTY ASSESSOR

00173151

B: 517 P: 842 Fee \$27.00 Connie Hansen, Millard Recorder Page 1 of 2 05/10/2010 12:39:20 PM By MILLARD COUNTY ASSESSOR

By MILLARD COUNTY ASSESSO

Application for Assessment and Taxation of Agricultural Land

Millard County Utah Assessor Farmland Assessment Act UCA 59-2-501 to 515 Form TC-582ED

Owner BUSINESS TRACTION LC 1572 BOULDER SPRINGS RD SAINT GEORGE, UT 84790

Date of Application

Property identification numbers and complete legal description (additional pages if necessary)

Account Number: 0004409 Parcel Number: 5187

QUARTER: SE S 23 T 183 R 3W N1/2 S1/2 N1/2 SE1/4 SEC 23, T18S, R3W, SLM.

Account Number: 0004417 Parcel Number: 5190

QUARTER: SE \$ 23 T 18\$ R 3W \$1/2 \$1/2 \$1/2 \$E1/4, \$1/2 \$E1/4 & E1/2 \$W1/4 \$EC 23, T18\$, R3W, \$LM.

Account Number: 0004433 Parcel Number: 5191-A

QUARTER: 6W S 23 T 185 R 9W W1/2 SW1/4 SEC 23, T18S, R3W, SLM.

Account Number: 0004466 Parcel Number: 5193-1

QUARTER: SWS 24 T 188 R 3W BEG 220 FT M/L S NE COR SW1/4 SEC 24, T185, R3W, SLM, SD FT BEING LOC INTRSCTN 1/4 SEC LN & W R/W BDRY INTRST I-15, N 319 FT M/L, W 1290 FT M/L, S 1299 FT M/L, E 210 FT M/L TO W R/W BDRY INTRST I-15, NE'LY 1470 FT M/L ALG W R/W BDRY INTRST I-15 TO BEG. LESS PRTN LYING IN INTRST I-15.

Account Number: 0004557 Parcel Number: 5201

QUARTER: SE 0 24 T 185 R SW BEG NW COR SW1/4 SEC 24, T185, R3W, SLM, S 160 RDS, E 80 RDS, N 1093 FT W/L TO PT ON N RW LN OF HWY PROJ NO F 1-67, N 48° E 342 FT M/L ALG SD R/W LN TO N BDRY LN SE1/4 SW1/4 SD SEC 24, W 252 FT M/L TO NE COR SW1/4 SW1/4, N 88 RDS, W 80 RDS, S 8 RDS TO BEG. LESS ST RD R/W.

Account Number: 0004656 Parcel Number: 5214

QUARTER: NE S 26 T 18S R 3W NW1/4 NE1/4, SW1/4 NE1/4, NW1/4 & ALL NE1/4 NE1/4 LYING N & W OF ST HWY 91 SEC 26, T18S, R3W, SLM. LESS R/W HWY & LESS 6 99 AC TO ST RD.

Account Number: 0004672 Parcel Number: 5215

QUARTER: NW 3 27 T 183 R 9W LOTS 1 & 2, W1/2 NE1/4 & NW1/4 SEC 27, T18S, R3W, SLM.

Certification

Read the following and sign below.

I certify: (1) THE FACTS SET FORTH IN THIS APPLICATION ARE TRUE. (2) The agricultural land covered by this application constitutes no less than five contiguous acree exclusive of homosite and other non-agricultural acreage (see Utah Code 58-2-503 for warver). (3) The land is currently devoted to agricultural use and has been so devoted for two successive years immediately preceding the tax year for which valuation under this act is requested. (4)The land produces in excess of 50 percent of the average agricultural production per acre for the given type of land and the given county or area. (5) I am fully aware of the five-year rollback tax provision which becomes effective upon a change in use or other withdrawal of all or part of the eligible land. I understand

that I must notify the county assessor of a change in land use to any non-qualifying use, and that a penalty of the greater of \$10 or 2 percent of the computed rollback tax due for the last year will be imposed on failure to notify the assessor within 120 days after change in use

Corporate Name
BUSINESS TRACTION Signature (BUSINESS TRACTION LC) Date Date Subscribed and Sworn Notary Stamp NOTARY PUBLIC TIGE SHAKESPEARE 1.17.5 Borneljag - Gunga 197, **94**79. No Commession Eds. 2. Alapsi 15, 2010 STATE OF LITAR

County Assessor Signature (Subject to review)

5-10-10

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B: 517 P: 843 Feet \$27.00
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Tax Serial Number:
PARCEL 2: 5187; PARCEL 3: 5190;
PARCEL 4: 5191-A; PARCEL 5: 5193-1;
PARCEL 6: 5201; PARCEL 7: 5203; PARCEL 8: 5213-1; PARCEL 9: 5214; PARCEL 10:

00186358
B: 571 P: 395 Fee \$46.00
Connie Hansen, Millard Recorder Page 1 of 11 08/15/2013 01:19:02 PM By ACCESS TITLE COMPANY

FOR RECORDER'S USE ONLY

30466 452

A Bank of American Fork



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DEED OF TRUST

THIS DEED OF TRUST is dated August 5, 2013, among BUSINESS TRACTION, L.C., a Utah limited liability company ("Trustor"); BANK OF AMERICAN FORK, whose address is Orem, 1280 SOUTH 800 EAST, OREM, UT 84097 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Bank of American Fork, whose address is 33 East Main, American Fork, UT 84003 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor irrevocably grants and conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in MILLARD County, State of Utah:

See EXHIBIT "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as SCIPIO, UT 84656. The Real Property tax identification number is PARCEL 2: 5187; PARCEL 3: 5190; PARCEL 4: 5191-A; PARCEL 5: 5193-1; PARCEL 6: 5201; PARCEL 7: 5203; PARCEL 8: 5213-1; PARCEL 9: 5214; PARCEL 10: 5215.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDESTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

TRUSTOR'S REPRESENTATIONS AND WARRANTIES. Trustor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Trustor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Trustor and do not result in a violation of any law, regulation, court decree or order applicable to Trustor; (d) Trustor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Trustor about Borrower (including without limitation the creditworthiness of Borrower).

TRUSTOR'S WAIVERS. Trustor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Trustor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all Indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Trustor shall perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Trustor agree that Borrower's and Trustor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. This instrument is a Trust Deed executed in conformity with the Utah Trust Deed Act, UCA 57-1-19, et seq.

Duty to Meintain. Trustor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and

maintenance necessary to preserve its value.

Compliance With Environmental Laws. Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing. (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of improvements. Trustor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Trustor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a fien arises or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments

Notice of Construction. Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

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Trustor shall procure and maintain policies of fire insurance with standard extended coverage Maintenance of Insurance. endorsements on a fair value basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Trustor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Trustor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. It Lender elects to apply the proceeds to restoration and repair, Trustor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

Trustor's Report on Insurance. Upon request of Lender, however not more than once a year, Trustor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Trustor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

ENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Trustor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Trustor's failure to discharge or pay when due any amounts Trustor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Trustor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title Insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Trustor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to defend the action and obtain the award. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

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Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fose, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Trustor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable

Addresses. The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Trustor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing, Trustor shall relimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower and Trustor pay all the Indebtedness when due, and Trustor otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Trustor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Borrower fails to make any payment when due under the indebtedness.

Other Defaults. Borrower or Trustor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Trustor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Trustor within the time requ

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insurance, or any other payment necessary to prevent filling of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Trustor or on Borrower's or Trustor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Trustor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Borrower's or Trustor's existence as a going business or the death of any member, the insolvency of Borrower or Trustor, the appointment of a receiver for any part of Borrower's or Trustor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Trustor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Trustor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Trustor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Trustor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Trustor under the terms of any other agreement between Borrower or Trustor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Trustor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Trustor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment is curable and if Trustor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Trustor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed of Trust, after Trustor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Trustor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Trustor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the nat proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Trustor irrevocably designates Lender as Trustor's attorney-in-fact to endorse instruments received in payment thereof in the name of Trustor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. Trustor hereby waives any requirement that the receiver be impartial and disinterested as to all of the parties and agrees that employment by Lender shall not disqualify a person from serving as a receiver.

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Tenancy at Sufferance. If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Trustor, Trustor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law

Notice of Sale. Lender shall give Trustor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Borrower and Trustor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filling a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Trustor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of MILLARD County, State of Utah. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Unless otherwise provided by applicable law, any notice required to be given under this Deed of Trust or required by law, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered in accordance with the law or with this Deed of Trust, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Notwithstanding any other provision of this Deed of Trust, all notices given under Utah Code Ann. Section 57-1-26 shall be given as required therein. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided by applicable law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all Trustors.

COVENANT CONCERNING ASSESSMENT AREAS AND ASSESSMENT LIENS. Trustor covenants and agrees that Trustor shall not seek, consent or acquiesce to, approve or otherwise support any designation of an "assessment area" (as such term is defined in the Utah Assessment Area Act, as such Act may be amended or replaced – the "Act") or any other action which could give rise to an "assessment lien" (as such term is defined in the Act) affecting the Property without first obtaining Lender's/Beneficiary's prior written consent. In the event Trustor receives notice or has knowledge of any proposed designation of an assessment area or other proposed action which could give rise to an assessment lien affecting the Property, Trustor immediately shall notify Lender/Beneficiary, in writing, of such proposal.

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MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Trustor's residence, Trustor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Trustor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

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 Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Utah without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Utah.

Choice of Venue. If there is a lawsuit, Trustor agrees upon Lander's request to submit to the jurisdiction of the courts of UTAH County, State of Utah.

Joint and Several Liability. All obligations of Borrower and Trustor under this Deed of Trust shall be joint and several, and all references to Trustor shall mean each and every Trustor, and all references to Borrower shall mean each and every Borrower. This means that each Trustor signing below is responsible for all obligations in this Deed of Trust. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Deed of Trust.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Trustor, shall constitute a waiver of any of Lender's rights or of any of Trustor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Trustor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Utah as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means BANK OF AMERICAN FORK, and its successors and assigns.

Borrower. The word "Borrower" means DEREK H. HALL; and BUSINESS TRACTION, L.C. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfundamendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

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Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. However, "Indebtedness" shall not include any liabilities and obligations under any interest rate protection agreements or foreign currency exchange agreements or commodity price protection agreements, unless otherwise agreed in writing by Trustor and Lender.

Lender. The word "Lender" means BANK OF AMERICAN FORK, its successors and assigns.

Note. The word "Note" means the promissory note dated August 5, 2013, in the original principal amount of \$250,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means Benk of American Fork, whose address is 33 East Main, American Fork, UT 84003 and any substitute or successor trustees.

Trustor. The word "Trustor" means BUSINESS TRACTION, L.C..

K H. HALL, Manager of BUSINESS TRACTION, L.C.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS.

TRUSTOR:

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DEED OF TRUST (Continued)

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LIMITED LIABIL	ITY COMPANY ACKNOWLEDGMENT
STATE OF 1) tal	,
SIRIE OF O TOCOL) \$\$
countr of Washington	1
the limited liability company that executed the Deed deed of the limited liability company, by authority purposes therein mentioned, end on oath stated that Trust on behalf of the limited liability company. By Notary Public in and for the State of	before me, the undersigned Notary Public, psiNESS TRACTION, L.C., and known to me to be a member or designated agent of of trust and acknowledged the Deed of Trust to be the free and voluntary act and of statute, its articles of organization or its operating agreement, for the uses and he or she is authorized to execute this Deed of Trust and in fact executed the Deed of NOTARY PUBLIC Karen Cisacros NOTARY PUBLIC Karen Cisacros My commission expires March 25, 2017 STATE CF UTAH
REQUES	T FOR FULL RECONVEYANCE to only when obligations have been paid in full)
To:	_, Trustee
have been fully paid and satisfied. You are hereby of Trust or pursuant to any applicable statute, to co	Indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust directed, upon payment to you of any sums owing to you under the terms of this Deed ancel the Note secured by this Deed of Trust (which is delivered to you together with nty, to the parties designated by the terms of this Deed of Trust, the estate now held conveyance and Related Documents to:
Date:	Beneficiary:
	Ву:

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Exhibit "A"

Parcel 2:

The North half of the South half of the North half of the Southeast quarter of Section 23, Township 18 South, Range 2 West, Salt Lake Base and Meridian.

Tax ID Number 5187

Parcel 3:

The South half of the South half of the North half of the Southeast Quarter of Section 23, Township 18 South, Range 2 West, Salt Lake Base and Meridian.

Also: Beginning at the Northeast corner of the Southeast quarter of the Southeast quarter of Section 23, Township 18 South, Range 3 West, Salt Lake Base and Meridian, thence West 160 rods, thence North 80 rods, thence West 80 rods, thence South 104 rods, thence East 240 rods, thence 24 rods to the point of beginning.

Also: Beginning at the Southeast corner of Section 23, Township 18 South, Range 3 West, Salt Lake Base and Meridian, thence North 56 rods, thence West 240 rods, thence South 56 rods, thence East 240 rods to the point of beginning.

Tax ID Number 5190

Parcel 4:

The West half of the Southwest quarter of Section 23, Township 18 South, Range 3 West, Salt Lake Base and Meridian.

Tax ID Number 5191-A

Parcel 5:

Beginning at a point 220 feet, more or less, South of the Northeast corner of the Southwest quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian, said point being located at the intersection of the quarter Section line and the West right-of-way boundary of Interstate Highway 15 (I-15), thence North 319 feet, more or less, thence West 1,290 feet, more or less, thence South 1,299 feet, more or less, thence East 210 feet, more or less, to the West right-of-way boundary of Interstate Highway 15 (I-15), thence Northeasterly 1,470 feet, more or less, along the West right-of-way boundary of Interstate Highway 15 (I-15) to the point of beginning.

Excepting therefrom that portion lying within the boundaries of the state road right of way.

Tax ID Number 5193-1

Parcel 6:

Beginning at the Southeast corner of the Southwest quarter of the Northwest quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian, thence North 8 rods, thence West 80 rods, thence South 8 rods, thence East 80 rods to the point of beginning.

Also: The Northwest quarter of the Southwest quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian.

Also: The North 24 rods of the Southwest quarter of the Southwest quarter of Section 24, Township 18

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South, Range 3 West, Salt Lake Base and Meridian.

Also: The South 56 rods of the Southwest quarter of the Southwest quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian.

Also: Beginning at the Northwest corner of the Southeast quarter of the Southwest quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian, thence South 227 feet, more or less, along the West boundary line of said Southeast quarter of the Southwest quarter to a point 100 feet perpendicularly distant Northwesterly from the centerline of survey of a highway known as Project No. F1-67, which point is also a point on the right-of-way and limited access line of said highway, thence North 48°00′ East 342 feet, more or less, along said right-of-way and limited access line to the North boundary line of said Southeast quarter of the Southwest quarter, thence West 252 feet, more or less, along said North boundary line to the point of beginning.

Tax 1D Number 5201

Parcel 7

Beginning 20 rods South of the Northeast corner of the Southwest quarter of Section 24, Township 18, Range 3 West, Salt Lake Base and Meridian, thence Southwesterly 79 rods, more or less, thence West 24 rods, more or less, thence South 6 rods to the Southwest corner of the Northeast quarter of the Southwest quarter, thence East 24 rods, thence Northeasterly 96 rods, thence Northwesterly 6 rods, thence Southwesterly 13 rods to the point of beginning.

Tax ID Number 5203

Parcel 8:

Beginning at the Northwest corner of Section 25, Township 18 South, Range 3 West, Salt Lake Base and Meridian, thence South 98 feet, more or less, along the West boundary line of Section 25 to the Northwesterly right-of-way and limited access line of a highway known as Project No. FA-67, thence North 48°00' East 147 feet, more or less, along said right-of-way and limited access line to the North boundary line of Section 25, thence West 108 feet, more or less, along the North boundary line of Section 25 to the point of beginning.

Tax ID Number 5213-1

Parcel 9:

The Northwest quarter and the West half of the Northeast quarter and that portion of the Northeast quarter of the Northeast quarter lying Westerly of the State Road right-of-way, all located in Section 26, Township 18 South, Range 3 West, Salt Lake Base and Meridian.

Tax ID Number 5214

Parcel 10:

The North half of Section 27, Township 18 South, Range 3 West, Salt Lake Base and Meridian.

Tax ID Number 5215

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SCRIVENER'S AFFIDAVIT

Comes now DAN HALL in his capacity as PRESIDENT of ACCESS TITLE COMPANY and states the following:

- That ACCESS TITLE COMPANY recorded that certain DEED OF TRUST dated August 5, 2013 recorded August 15, 2013 as Entry No. 186358 in Book 571 at Page 395 in which BUSINESS TRACTION, L.C. appears as Trustor and BANK OF AMERICAN FORK appears as both Trustee and
- 2. The Legal Description of the Deed of Trust was erroneously recorded.
- 3. The land referred in this Warranty Deed should have been described as follows:

Parcel 2:

The North half of the South half of the North half of the Southeast quarter of Section 23, Township 18 South, Range 3 West, Salt Lake Base and Meridian.

Tax ID Number 5187

Parcel 3:

The South half of the South half of the North half of the Southeast Quarter of Section 23, Township 18 South, Range <u>3 West</u>, Salt Lake Base and Meridian.

Also: Beginning at the Northeast corner of the Southeast quarter of the Southeast quarter of Section 23, Township 18 South, Range 3 West, Salt Lake Base and Meridian, thence West 160 rods, thence North 80 rods, thence West 80 rods, thence South 104 rods, thence East 240 rods, thence 24 rods to the point of beginning.

Also: Beginning at the Southeast corner of Section 23, Township 18 South, Range 3 West, Salt Lake Base and Meridian, thence North 56 rods, thence West 240 rods, thence South 56 rods, thence East 240 rods to the point of beginning.

Tax ID Number 5190

Parcel 4:

The West half of the Southwest quarter of Section 23, Township 18 South, Range 3 West, Salt Lake Base and Meridian.

Tax ID Number 5191-A

Parcel 5:

Beginning at a point 220 feet, more or less, South of the Northeast corner of the Southwest quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian, said point being located at the intersection of the quarter Section line and the West right-of-way boundary of Interstate Highway 15 (I-15), thence North 319 feet, more or less, thence West 1,290 feet, more or less, thence South 1,299 feet, more or less, thence East 210 feet, more or less, to the West right-of-way boundary of Interstate Highway 15 (I-15), thence Northeasterly 1,470 feet, more or less, along the West right-of-way boundary of Interstate Highway 15 (I-15) to the point of beginning.

Excepting therefrom that portion lying within the boundaries of the state road right of way.

Tax ID Number 5193-1

Parcel 6:

Beginning at the Southeast corner of the Southwest quarter of the Northwest quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian, thence North 8 rods, thence West 80 rods, thence South 8 rods, thence East 80 rods to the point of beginning.

Also: The Northwest quarter of the Southwest quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian.

Also: The North 24 rods of the Southwest quarter of the Southwest quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian.

Also: The South 56 rods of the Southwest quarter of the Southwest quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian.

Also: Beginning at the Northwest corner of the Southeast quarter of the Southwest quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian, thence South 227 feet, more or less, along the West boundary line of said Southeast quarter of the Southwest quarter to a point 100 feet perpendicularly distant Northwesterly from the centerline of survey of a highway known as Project No. F1-67, which point is also a point on the right-of-way and limited access line of said highway, thence North 48°00' East 342 feet, more or less, along said right-of-way and limited access line to the North boundary line of said Southeast quarter of the Southwest quarter, thence West 252 feet, more or less, along said North boundary line to the point of beginning.

Tax ID Number 5201

Parcel 7:

Beginning 20 rods South of the Northeast corner of the Southwest quarter of Section 24, Township 18, Range 3 West, Salt Lake Base and Meridian, thence Southwesterly 79 rods, more or less, thence West 24 rods, more or less, thence South 6 rods to the Southwest corner of the Northeast quarter of the Southwest quarter, thence East 24 rods, thence Northeasterly 96 rods, thence Northwesterly 6 rods, thence Southwesterly 13 rods to the point of beginning.

Tax ID Number 5203

Parcel 8:

Beginning at the Northwest corner of Section 25, Township 18 South, Range 3 West, Salt Lake Base and Meridian, thence South 98 feet, more or less, along the West boundary line of Section 25 to the Northwesterly right-of-way and limited access line of a highway known as Project No. FA-67, thence North 48°00' East 147 feet, more or less, along said right-of-way and limited access line to the North boundary line of Section 25, thence West 108 feet, more or less, along the North boundary line of Section 25 to the point of beginning.

Tax ID Number 5213-1

Parcel 9:

The Northwest quarter and the West half of the Northeast quarter and that portion of the Northeast quarter of the Northeast quarter lying Westerly of the State Road right-of-way, all located in Section 26, Township 18 South, Range 3 West, Salt Lake Base and Meridian.

Tax ID Number 5214

Parcel 10

The North half of Section 27, Township 18 South, Range 3 West, Salt Lake Base and Meridian.

Tax ID Number 5215

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B: 573 P: 154 Fee \$30.00
Connie Hansen Millard Recorder Page 2 of 3 09/24/2013 01:20:40 PM By ACCESS TITLE

ACCESS TITLE COMPANY, INC.

By: Dan Hall, President

State of Utah) : ss.
County of Utah)

On the **73** day of September, 2013, personally appeared before me Dan Hall, who being duly sworn, did say that he is the President of ACCESS TITLE COMPANY, INC. a corporation, and that said instrument was signed in behalf of said corporation by authority of its by-laws (or by a resolution of its board of directors) and said Dan Hall acknowledged to me that said corporation executed the same.

Notary Public

Residing at:

My Commission Expires:

PAUL GEHRING
NOTARY PUBLIC: STATE OF UTAH
COMMISS: ON# 659801
COMM. EXP. 10-02-2013

00186855

Tax Serial Number: PARCEL 2: 5187; PARCEL 3: 5190; PARCEL 4: 5191-A; PARCEL 5: 5193-1; PARCEL 6: 5201; PARCEL 7: 5203; PARCEL 8: 5213-1; PARCEL 9: 5214; PARCEL 10: 5215 B: 573 P: 156 Fee \$32.00 Connie Hansen, Millard Recorder Page 1 of 4 09/24/2013 01:20:40 PM By ACCESS TITLE

FOR RECORDER'S USE ONLY

30466450 American Fork

MODIFICATION OF DEED OF TRUST



THIS MODIFICATION OF DEED OF TRUST dated AUGUST 20, 2013, is made and executed between BUSINESS TRACTION, L.C., a Utah limited liability company ("Trustor") and BANK OF AMERICAN FORK, whose address is Orem, 1280 SOUTH 800 EAST, OREM, UT 84097 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated August 5, 2013 (the "Deed of Trust") which has been recorded in MILLARD County, State of Utah, as follows:

DEED OF TRUST RECORDED ON AUGUST 15, 2013 AS ENTRY NUMBER 00186358 IN BOOK 571 AT PAGE 395.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in MILLARD County, State of Utah:

See EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as SCIPIO, UT 84656. The Real Property tax identification number is PARCEL 2: 5187; PARCEL 3: 5190; PARCEL 4: 5191-A; PARCEL 5: 5193-1; PARCEL 6: 5201; PARCEL 7: 5203; PARCEL 8: 5213-1; PARCEL 9: 5214; PARCEL 10: 5215.

MODIFICATION. Lender and Trustor hereby modify the Deed of Trust as follows:

LEGAL DESCRIPTION TO INCLUDE WATER WELL, STATE OF UTAH, DIVISION OF WATER RIGHTS, WATER RIGHT #66-274.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND TRUSTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED AUGUST 20, 2013.

TRUSTOR:

BUSINÈS

By: DEREKA HAJA, Manager of BUSINESS TRACTION, L.C.

TRACTION L.C.

MODIFICATION OF DEED OF TRUST (Continued)

Page 2

ENDER:	
ANK OF AMERICAN FORK	
11-11-1	
Authorized Officer	-
LIMITED LIABILITY	COMPANY ACKNOWLEDGMENT
I Hal .	CHERIE MONAHAN
TATE OF WILD	NOTARY FURLIC STATE OF UTAH
DUNTY OF MAN) ss
	COMM. EXP. 08-02-2016
n this day of SUTUMB ersonally appeared DEREK H. HALL, Manager of BUSINE	. 20, before me, the undersigned Notary Public, SS TRACTION, L.C., and known to me to be a member or designated agent of
e limited liability company that executed the Modificat	tion of Deed of Trust and acknowledged the Modification to be the free and y authority of statute, its articles of organization or its operating agreement, for
e uses and purposes therein mentioned, and on oath state Modification on behalf of the limited liability company.	ted that he or she is authorized to execute this Modification and in fact executed
Conside Menahan	Residing at NUM, UT
otary Public in and for the State of MAN	My commission expires 0802/14
• • • • • • • • • • • • • • • • • • • •	, ,,
LENDER	RACKNOWLEDGMENT
1H71h	ADALAHAN!
TATE OF) SS
OUNTY OF	BOMS 85735 5
n this 17th day of Septemb	202-2016 Defore me, the undersigned Notary Public,
ersonally appeared	and known to me to be the sufficient of the suff
nd voluntary act and deed of BANK OF AMERICAN FORK,	i, duly authorized by BANK OF AMERICAN FORK through its board of directors or and on oath stated that he or she is authorized to execute this said instrument
nd in fact executed this said instrument on behalf of BANI	
Colone Monahan	Residing at 174000
otary Public in and for the State of	My commission expires 04 17 16
	•
	nd Financial Solutions, Inc. 1997, 2013. All Rights Reserved UT



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B: 573 P: 158 Fee \$32.00
Connie Hansen, Millard Recorder Page 3 of 4
09/24/2013 01:20:40 PM By ACCESS TITLE

EXHIBIT "A"

Parcel 2:

The North half of the South half of the North half of the Southeast quarter of Section 23, Township 18 South, Range 3 West, Salt Lake Base and Meridian.

Tax ID Number 5187

Parcel 3:

The South half of the South half of the North half of the Southeast Quarter of Section 23, Township 18 South, Range 3 West, Salt Lake Base and Meridian.

Also: Beginning at the Northeast corner of the Southeast quarter of the Southeast quarter of Section 23, Township 18 South, Range 3 West, Salt Lake Base and Meridian, thence West 160 rods, thence North 80 rods, thence West 80 rods, thence South 104 rods, thence East 240 rods, thence 24 rods to the point of beginning.

Also: Beginning at the Southeast corner of Section 23, Township 18 South, Range 3 West, Salt Lake Base and Meridian, thence North 56 rods, thence West 240 rods, thence South 56 rods, thence East 240 rods to the point of beginning.

Tax ID Number 5190

Parcel 4:

The West half of the Southwest quarter of Section 23, Township 18 South, Range 3 West, Salt Lake Base and Meridian.

Tax ID Number 5191-A

Parcel 5:

Beginning at a point 220 feet, more or less, South of the Northeast corner of the Southwest quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian, said point being located at the intersection of the quarter Section line and the West right-of-way boundary of Interstate Highway 15 (I-15), thence North 319 feet, more or less, thence West 1,290 feet, more or less, thence South 1,299 feet, more or less, thence East 210 feet, more or less, to the West right-of-way boundary of Interstate Highway 15 (I-15), thence Northeasterly 1,470 feet, more or less, along the West right-of-way boundary of Interstate Highway 15 (I-15) to the point of beginning.

Excepting therefrom that portion lying within the boundaries of the state road right of way.

Tax ID Number 5193-1

Parcel 6:

Beginning at the Southeast corner of the Southwest quarter of the Northwest quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian, thence North 8 rods, thence West 80 rods, thence South 8 rods, thence East 80 rods to the point of beginning.

Also: The Northwest quarter of the Southwest quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian.

Also: The North 24 rods of the Southwest quarter of the Southwest quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian.

Also: The South 56 rods of the Southwest quarter of the Southwest quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian.

Also: Beginning at the Northwest corner of the Southeast quarter of the Southwest quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian, thence South 227 feet, more or less, along the West boundary line of said Southeast quarter of the Southwest quarter to a point 100 feet perpendicularly distant Northwesterly from the centerline of survey of a highway known as Project No. F1-67, which point is also a point on the right-of-way and limited access line of said highway, thence North 48°00' East 342 feet, more or less, along said right-of-way and limited access line to the North boundary line of said Southeast quarter of the

Southwest quarter, thence West 252 feet, more or less, along said North boundary line to the point of beginning.

Tax ID Number 5201

Parcel 7:

Beginning 20 rods South of the Northeast corner of the Southwest quarter of Section 24, Township 18, Range 3 West, Salt Lake Base and Meridian, thence Southwesterly 79 rods, more or less, thence West 24 rods, more or less, thence South 6 rods to the Southwest corner of the Northeast quarter of the Southwest quarter, thence East 24 rods, thence Northeasterly 96 rods, thence Northwesterly 6 rods, thence Southwesterly 13 rods to the point of beginning.

Tax ID Number 5203

Parcel 8:

Beginning at the Northwest corner of Section 25, Township 18 South, Range 3 West, Salt Lake Base and Meridian, thence South 98 feet, more or less, along the West boundary line of Section 25 to the Northwesterly right-of-way and limited access line of a highway known as Project No. FA-67, thence North 48°00' East 147 feet, more or less, along said right-of-way and limited access line to the North boundary line of Section 25, thence West 108 feet, more or less, along the North boundary line of Section 25 to the point of beginning.

Tax ID Number 5213-1

Parcel 9

The Northwest quarter and the West half of the Northeast quarter and that portion of the Northeast quarter lying Westerly of the State Road right-of-way, all located in Section 26, Township 18 South, Range 3 West, Salt Lake Base and Meridian.

Tax ID Number 5214

Parcel 10:

The North half of Section 27, Township 18 South, Range 3 West, Salt Lake Base and Meridian.

Tax 1D Number 5215

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