

WHEN RECORDED RETURN TO:

Compass Holdings Development, LLC  
854 North 240 East  
Kaysville, Utah 84037

Tax Parcel No. 11-036-0051, 11-036-0031

(Space above this line for Recorder's use only.)

**DEED OF TRUST**

THIS DEED OF TRUST (this "Deed of Trust") is made this 18<sup>th</sup> day of October, 2018, by and between CAPITAL REEF MANAGEMENT, LLC, a Utah limited liability company ("Trustor"), whose mailing address is 493 North Kays Drive, Suite 230, Kaysville, Utah 84037, THOMAS K. CHECKETTS, a member of the Utah State Bar ("Trustee"), whose mailing address is 50 E. South Temple, Salt Lake City, Utah 84111, and COMPASS HOLDINGS DEVELOPMENT, LLC, a Utah limited liability company ("Beneficiary"), whose mailing address is 854 North 240 East, Kaysville, Utah 84037.

WITNESSETH:

TRUSTOR DOES HEREBY IRREVOCABLY GRANT, BARGAIN, SELL, CONVEY AND WARRANT TO TRUSTEE IN TRUST WITH FULL POWER OF SALE, the following described property situated in Davis County, State of Utah, the record owner of which is Trustor, more particularly described on Exhibit A, attached hereto and by this reference made a part hereof (the "Trust Property"), together with all buildings, fixtures, improvements and personal property thereon, and all rights of way, easements, rents, general intangibles, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, now or hereafter acquired, used or enjoyed with the Trust Property, or any part thereof.

FOR THE PURPOSE OF SECURING repayment of a certain sum of money, as evidenced by that certain Promissory Note dated of even date herewith entered into between Trustor and Beneficiary, together with all interest, accrued or otherwise, and expenses (including reasonable attorneys' fees) due thereunder and any extensions, modifications, renewals or replacements thereof (hereinafter referred to as the "Note"), and performance, discharge of and compliance with every obligation, covenant and agreement of Trustor incorporated by reference or contained herein, or contained in the Note, and any other instrument now or hereafter evidencing or securing the indebtedness evidenced by the Note.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES AS FOLLOWS:

1. Title. Trustor covenants, warrants and agrees with Beneficiary, and its successors and assigns, that Trustor owns the Trust Property in fee simple free from any prior lien or encumbrance (except the Trust Deed in favor of Cache Valley Bank dated October 18, 2018 and those expressly consented to by Beneficiary, which consent shall be in Beneficiary's sole and absolute discretion), that this Deed of Trust is and will remain a valid and enforceable priority lien on the Trust Property, that Trustor, at its expense, will preserve such title and will maintain this Deed of Trust as lien upon the Trust Property and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever. Trustor, at its expense, will cause this Deed of Trust, and each amendment or supplement hereto, to be filed and recorded in such manner and in such place and will take such action as in the opinion

of Trustee may be required by any present or future law in order to perfect, maintain and protect the lien of this Deed of Trust, as the same may be amended or supplemented from time to time. Trustor will make such further assurance or assurances to perfect its title to the Trust Property as may be required by Beneficiary.

2. Charges; Liens. Except as otherwise set forth herein, Trustor shall keep the Trust Property free from all charges, liens and encumbrances, whether statutory, voluntary or involuntary (other than the lien created by this Deed of Trust), and whether superior or inferior to this Deed of Trust, excluding however non-delinquent real estate tax liens, and special assessment liens.

3. Insurance. Trustor shall maintain all insurance coverages required by Beneficiary in Beneficiary's reasonable discretion with respect to the Trust Property. The policy or policies for such insurance coverages shall be in form and content acceptable to Beneficiary, provide that the same may not be modified without thirty (30) days prior written notice to Beneficiary, and provide that any loss shall be payable notwithstanding any negligent or intentional act or omission of Borrower or anyone else which might otherwise result in the forfeiture of such insurance. All premiums on insurance policies shall be paid on or before the date or dates such payments are due. In no event shall Beneficiary or Trustee be held responsible for failure to pay insurance premiums or for any loss or damage arising out of a defect in any policy or arising out of any failure of any insurance company to pay for any loss or damage insured against or for failure by Trustor to effect the insurance required hereunder. In the event of loss, Trustor shall give prompt notice by mail to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly or in proper form by Trustor. In the event of Beneficiary's exercise of the power of sale contained herein, or in the event of foreclosure, all right, title and interest of Trustor in and to any insurance policy then in force shall pass to the purchaser at the trustee's sale or foreclosure sale. In the event of loss or damage by fire or other casualty, Beneficiary, at its sole option, may require Trustor to use any insurance proceeds to either immediately rebuild any portion or all of the improvements. Any disbursement of the insurance proceeds for rebuilding shall be upon such conditions as Beneficiary shall determine in Beneficiary's sole and absolute discretion.

4. Preservation and Maintenance of Trust Property. Trustor shall keep the Trust Property at all times in good repair and condition, and Trustor shall not commit, suffer or permit any waste or deterioration of the Trust Property, ordinary wear and tear excepted. Trustor will not do any act or thing which would unduly impair or materially depreciate the value of the Trust Property and will not abandon the Trust Property. Trustor will comply with all present and future ordinances, requirements and regulations of any governmental body which are applicable to the Trust Property and to the occupancy and use thereof, including, without limitation, payment of all real property taxes, assessments, and special assessments imposed or assessed against the Trust Property. In all events, Trustor shall complete in good and workmanlike manner any repairs which may be hereafter commenced upon or with respect to the Trust Property. Trustor further agrees to pay when due all costs and expenses incurred therefor, and not to permit any construction, mechanics, materialmen or other liens against the Trust Property to remain in place for more than thirty (30) days.

In addition, Trustor agrees that during the existence of the lien of this Deed of Trust, Trustor will maintain the Trust Property in compliance with all governmental laws and regulations, including, but not limited to all laws and regulations relating to environmental protection or Hazardous Material and will indemnify and hold Beneficiary harmless from any failure to so comply. Trustor shall enforce all construction contract terms with respect to Hazardous Material and shall not enter into any contracts that will be creating or using Hazardous Material on the Trust Property without the prior written consent of Beneficiary. If Beneficiary consents, Beneficiary will require at least the following: (i) adequate protection of the Trust Property and Beneficiary from liability related to such Hazardous Material; and (ii) full compliance with all laws and regulations related thereto. Trustor will provide to Beneficiary copies of all

notices it gives to or receives from governmental agencies with respect to Hazardous Material. Beneficiary may, at any time, at its expense conduct an environmental audit of the Trust Property.

“Hazardous Material” is used herein in its broadest sense and shall mean any petroleum base products, pesticides, paints and solvents, polychlorinated biphenyl, lead, cyanide, DDT, acids, ammonium compounds and other chemical products and any substances or materials defined or designated as a hazardous or toxic substance, or other similar term, by any federal, state or local environmental statute, regulation or ordinance affecting the Trust Property presently in effect or that may be promulgated in the future, as such statutes, regulations and ordinances may be amended from time to time, including, but not limited to the following statutes: (i) Resources Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq; (ii) Comprehensive Environmental Response, Compensation and Liability Act of 1980, 40 U.S.C. Section 1801 et seq; (iii) Clean Air Act, 42 U.S.C. Sections 7401-7626; and (iv) Water Pollution Control Act (Clean Water Act of 1977), 33 U.S.C. Section 1251 et seq.

5. Inspection. Beneficiary or its agents may, at all reasonable times, enter upon the Trust Property for the purpose of inspection at Beneficiary’s sole cost and expense. Beneficiary shall have no duty to make such inspection and shall not be liable to Trustor or to any person in possession if it makes or fails to make any such inspection.

6. Protection of Security. If Trustor fails to perform any of the covenants and agreements contained in this Deed of Trust and such failure continues for a period of thirty (30) days after written notice from Beneficiary to Trustor (except in the event of emergency in which case no notice need be given to Trustor), or if any action or proceeding is commenced which does or may adversely affect the Trust Property or the interest of Trustor or Beneficiary therein or the title of Trustor thereto, then Beneficiary, at its option, may perform such covenants and agreements, make such appearances, defend against and investigate such action or proceeding and take such other action as Beneficiary deems reasonably necessary to protect its interest including, but not limited to, disbursement of reasonable attorney fees and entry upon the Trust Property to make repairs. Any amounts disbursed by Beneficiary pursuant to this Section 6, with interest thereon, shall constitute indebtedness of Trustor secured by this Deed of Trust. Unless Trustor and Beneficiary agree to other terms of payment, such amounts shall be payable upon demand from Beneficiary to Trustor, and shall bear interest from the date of disbursement at a rate of ten percent (10.0%) per annum (the “**Default Rate**”). Nothing contained in this paragraph shall require Beneficiary to incur any expense or take any action hereunder. Trustor irrevocably authorizes and empowers Beneficiary to enter upon the Trust Property as Trustor’s agent and, in Trustor’s name or otherwise, to perform any and all covenants and agreements to be performed by Trustor as herein provided. Beneficiary shall, at its option, be subrogated to any encumbrance, lien, claim or demand and to all rights and securities for the payment thereof paid or discharged by Beneficiary under the provisions hereof and any such subrogation rights shall be additional and cumulative security for this Deed of Trust.

7. Taxes and Impositions.

7.1 Payment of Taxes and Impositions. Trustor shall pay, prior to delinquency, all real property taxes and assessments, general and special, and all other taxes, assessments and other governmental, municipal, or other charges or impositions of any kind or nature whatsoever, which are assessed or imposed upon the Trust Property, or become due and payable, and which create, may create, or appear to create, a lien upon the Trust Property or any portion of the Trust Property, or upon any equipment or other facility used in the construction, operation or maintenance of the Trust Property (all of which taxes, assessments and other governmental charges of like nature are hereinafter referred to as the “**Imposition(s)**”); provided, however, that if, by law, any such Imposition is payable, or may at the election of the taxpayer be paid in installments, Trustor may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same become due and before any fine, penalty,

interest or cost may be added thereto for the nonpayment of any such installment and interest.

7.2 Evidence of Payment. Trustor shall furnish Beneficiary, within thirty (30) days after the date upon which such Imposition is due and payable by Trustor, official receipts of the appropriate taxing authority, or other proof satisfactory to Beneficiary, evidencing the payment thereof.

7.3 Right to Contest. Trustor shall have the right before any delinquency occurs to contest or object to the amount or validity of any Imposition by appropriate legal proceedings, but such contest shall not be deemed or construed in any way as relieving, modifying or extending Trustor's covenant to pay any such Imposition at the time and in the manner provided in Section 7.1 of this Deed of Trust unless Trustor has given prior written notice to Beneficiary of Trustor's intent to so contest or object to an Imposition, and unless, at Beneficiary's option, (a) Trustor shall demonstrate to Beneficiary's satisfaction that the legal proceedings shall conclusively operate to prevent the sale of the Trust Property, or any part thereof, to satisfy such Imposition prior to final determination of such proceedings; or (b) Trustor shall furnish a good and sufficient undertaking and sureties as may be required or permitted by law to accomplish a stay of such proceedings.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Trust Property, or any part thereof, or for conveyance in lieu of or in anticipation of condemnation, are hereby assigned to and shall be paid to Beneficiary. Trustor irrevocably authorizes and empowers Beneficiary, in the name of Trustor or otherwise, to file, prosecute, settle or compromise any such claim and to collect, receipt for and retain the proceeds. The proceeds of any award or claim may, after deducting all reasonable costs and expenses, including attorney fees, which may have been incurred by Beneficiary in the collection thereof, at the sole discretion of Beneficiary, be released to Trustor, applied to restoration of the Trust Property, or applied to the payment of the Indebtedness (without any prepayment penalty or premium).

9. Trustor Not Released. Extension of the time or any modification granted by Beneficiary to Trustor or any successor in interest of Trustor shall not operate to release, in any manner, the liability of Trustor or Trustor's successors in interest. Beneficiary shall not be required to commence proceedings against Trustor or any such successor or refuse to extend time for satisfaction of the obligations of the Note by reason of any demand made by Trustor or Trustor's successors in interest.

10. Assignment of Rents. Trustor hereby assigns to Beneficiary all rents, issues and profits now due or which may hereafter become due under or by virtue of any lease, whether written or verbal, or letting of, or of any agreement for the use or occupancy of the Trust Property, or any part thereof (the "Rents") and Trustor hereby confirms upon Beneficiary the right, power and authority to collect all Rents hereby irrevocably appointing Beneficiary its true and lawful attorney-in-fact to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue in the name of Trustor for all Rents and to apply the same to the Indebtedness. Without limiting the foregoing, Beneficiary shall have the right to notify all tenants and occupants of the Trust Property to pay Beneficiary all Rents due or to become due. Prior to the occurrence of an Event of Default (defined below), Trustor shall hold a revocable license to collect the Rents; immediately upon the occurrence of an Event of Default, such license shall be revoked and all Rents shall be paid to Beneficiary

11. Sale or Transfer. In the event the Trust Property, or any part thereof, or any interest therein, is sold, agreed to be sold, conveyed or alienated by the Trustor, or by the operation of law or otherwise, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, including the Indebtedness, at the option of the Beneficiary, and without demand or notice, shall immediately become due and payable.

12. Ownership Change. Trustor will not change or dissolve its current entity structure or status prior to the maturity or satisfaction of the Indebtedness without the prior written approval of Beneficiary, which shall not be unreasonably withheld.

13. Events of Default. Each of the following occurrences shall constitute an event of default hereunder (each an "Event of Default"):

- (a) Any failure by Trustor to timely comply with all of the terms of this Deed of Trust or the Note;
- (b) Any failure by Trustor to maintain this Deed of Trust's priority with respect to any encumbrance on the Trust Property;
- (c) Any failure by Trustor to adequately protect the Trust Property as set forth in this Deed of Trust;
- (d) Any representation or warranty made by Trustor to Beneficiary in this Deed of Trust shall prove false or misleading in any material respect;
- (e) A trustee, receiver or liquidator of the Trust Property or of Trustor shall be appointed, or any of the creditors of Trustor shall file a petition in bankruptcy against Trustor, or for the reorganization of Trustor pursuant to the United States Bankruptcy Code, or any similar law, whether federal or state, and if such order or petition shall not be discharged or dismissed within sixty (60) days after the date on which such order or petition was filed;
- (f) Trustor shall file a petition pursuant to the United States Bankruptcy Code or any similar law, federal or state, or if Trustor shall be adjudged bankrupt, or be declared insolvent, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall consent to the appointment of a receiver of all or any part of the Trust Property; or
- (g) Final judgment for the payment of money shall be rendered against Trustor and Trustor shall not discharge the same, or cause it to be discharged, within thirty (30) days after the entry thereof, or shall not appeal therefrom or from the order, decree or process upon which or pursuant to which said judgment was granted, based, or entered, and secure a stay of execution pending such appeal.

14. Acceleration. Upon the occurrence of any Event of Default, or any time thereafter, Beneficiary may, at its option, declare all Indebtedness secured hereby immediately due and payable and the same shall thereupon bear interest at the Default Rate and, irrespective of whether Beneficiary exercises said option, it may, at its option and in its sole discretion, without any further notice or demand to or upon Trustor, do one or more of the following:

- (a) Beneficiary may seek any remedy available at law or equity;
- (b) Beneficiary may bring any action in any court of competent jurisdiction to foreclose this Deed of Trust or enforce any of the covenants hereof, including enforcement of the terms and conditions of the Note;
- (c) Beneficiary may enter upon, take possession of, manage and operate the Trust Property or any part thereof; make repairs and alterations and do any acts which Beneficiary deems

proper to protect the security thereof, and either with or without taking possession, in its own name, sue for or otherwise collect and receive rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney fees and Beneficiary's costs, upon the Indebtedness secured hereby and in such order as Beneficiary may determine. Upon request of Beneficiary, Trustor shall assemble and make available to Beneficiary any of the Trust Property which has been removed. The entering upon and taking possession of the Trust Property shall not cure or waive any default theretofore or thereafter occurring, or affect any notice of default or notice of sale hereunder or invalidate any act done pursuant to any such notice. Any actions referred to in this paragraph may be taken by Beneficiary at such time as Beneficiary may determine without regard to the adequacy of any security for the Indebtedness;

- (d) Beneficiary shall be entitled to the appointment of a receiver by any court having jurisdiction, without notice, to take possession of, protect and manage the Trust Property and operate the same; or
- (e) Beneficiary may elect to cause the Trust Property or any part thereof to be sold under the power of sale, and in such event, Beneficiary or Trustee shall give such notice of default and notice of sale as may be then required by law. Thereafter, upon the expiration of such time and the giving of such notice of sale as may then be required by law, Trustee, at the time and place specified by the notice of sale, shall sell such Trust Property, or any part thereof specified by Beneficiary (subject to applicable law), at public auction to the highest bidder for cash in lawful money of the United States of America. Upon receipt of payment of the price bid, Trustee shall apply the proceeds in the following order: (i) to the costs and expenses of exercising the power of sale and of the sale, including the payment of trustee's fees actually incurred, (ii) to the Indebtedness, and (iii) the excess, if any, to the person or persons legally entitled thereto. The sale or sales contemplated hereby shall be governed, at all times, by Utah law, and Trustee and Beneficiary shall have, to the fullest extent permitted by law, all rights and remedies afforded them under such statutes with regard to the foreclosure hereof.

**"Indebtedness"** shall constitute (i) the payment obligations set forth in the Note, and (ii) all costs and expenses incurred by Beneficiary in enforcing any right under this Deed of Trust, including without limitation, abstract or title fees, appraisal fees, premiums for title insurance, attorney fees and court costs, shall, to the extent permitted by law, be and constitute Indebtedness.

15. Duties of Trustee and Beneficiary. Trustor agrees that:
- (a) The duties and obligations of Trustee and Beneficiary shall be determined solely by the express provisions of this Deed of Trust and the Note and the Trustee and/or Beneficiary shall not be liable except for the performance of such duties and obligations as are specifically set forth herein and in the Note, and no implied covenants or obligations shall be imposed upon Trustee;
  - (b) No provision of this Deed of Trust shall require Trustee or Beneficiary to expend or risk its own funds, or otherwise incur any financial obligation in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers;
  - (c) Trustee and/or Beneficiary may consult with counsel of its own choosing and the advice of such counsel shall have full and complete authorization and protection in the respect of any

action taken or suffered by it hereunder in good faith and reliance thereon; and

- (d) Neither Trustee nor Beneficiary shall be liable for any action taken by it in good faith and reasonably believed by it to be authorized or within its discretion or rights or powers conferred upon it by this Deed of Trust.

16. Security Agreement and Fixture Filing. This Deed of Trust shall constitute a security agreement and, after recording, shall be effective as a financing statement filed as a fixture filing under the Utah Uniform Commercial (Utah Code Ann. Title 70A) with respect to all goods constituting a part of the Trust Property including, without limitation, those which are or are to become fixtures related to the real estate described herein, together with all substitutions and replacements therefor and all other property of Trustor, either similar or dissimilar to the same, together with all proceeds thereof. Beneficiary, with regard to all fixtures, chattels, equipment, inventory, and personal property, conveyed to Trustee and/or in which a security interest is granted under this Deed of Trust, shall have the right to exercise, from time to time, any and all rights and remedies available to Beneficiary, as a secured party under the Utah Uniform Commercial Code, and any and all rights and remedies available to Beneficiary under any other applicable law. For this purpose, the following information is provided:

- (a) Name & Address of Trustor (Debtor):

Capital Reef Management, LLC  
493 North Kays Drive, Suite 230  
Kaysville, Utah 84037

- (b) Name & Address of Beneficiary (Secured Party):

Compass Holdings Development, LLC  
854 North 240 East  
Kaysville, Utah 84037

17. Reconveyance. Upon written request of Beneficiary stating that all obligations set forth in the Note have been fulfilled as to all or a specific portion of the Property, Trustee shall reconvey, without warranty, all or the applicable portion of the Property then held hereunder, as the case may be. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truthfulness thereof. The Beneficiary in such reconveyance may be designated as "the person or persons legally entitled thereto."

18. Substitute Trustee. Beneficiary, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Trust Property, the successor trustee shall succeed to all title, power and duties conferred upon Trustee herein and by applicable law.

19. Time is of the Essence; Waiver of Statute of Limitations. Time is of the essence in all of Trustor's obligations and duties hereunder; and to the extent permitted by law, Trustor waives all present or future statutes of limitations with respect to any debt, demand or obligation secured hereby and any action or proceeding for the purpose of enforcing this Deed of Trust or any rights or remedies contained herein.

20. Forbearance by Beneficiary Not a Waiver. Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or payment of taxes or the discharge of liens or charges by Beneficiary shall not be a waiver of Beneficiary's rights under this Deed of Trust.

21. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and, to the extent permitted under applicable law, may be exercised concurrently, independently or successively.

22. Successors and Assigns Bound; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Beneficiary, Trustee and Trustor. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

23. Notice. Except for any notice required under applicable law to be given in another manner, all notices or other communications which are required or permitted herein shall be in writing and sufficient if delivered personally, sent by prepaid overnight air courier, or sent by registered or certified mail, postage prepaid, return receipt requested, addressed to Trustor at its mailing address set forth above or at such other address as Trustor may designate by notice to Beneficiary as provided herein, and addressed to Beneficiary at its mailing address set forth above or at such other address as Beneficiary may designate by notice to Trustor as provided herein. Any such communication shall be deemed to have been given when delivered if delivered personally, on the business day after dispatch if sent by overnight air courier, or on the third business day after posting if sent by mail.

24. Governing Law; Severability. This Deed of Trust shall be governed by the laws of the State of Utah, without regard to conflicts of law principles. In the event any provision or clause of this Deed of Trust conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust which can be given effect without the conflicting provisions and to this end the provisions of this Deed of Trust are declared to be severable.

25. Miscellaneous Rights of Beneficiary. Any personal property remaining upon the Trust Property after the Trust Property has been possessed or occupied by Beneficiary, its agent or any purchaser following trustee's sale, foreclosure or under deed in lieu of trustee's sale or foreclosure, shall be conclusively presumed to have been abandoned by Trustor.

*(Signature and Acknowledgement to follow)*



IN WITNESS WHEREOF, this Deed of Trust has been executed by Trustor as of the day and year set forth above.

**TRUSTOR:**

CAPITAL REEF MANAGEMENT, LLC,  
a Utah limited liability company

By: Craig Jacobsen  
Name: Craig Jacobsen  
Its: Authorized Agent/General Counsel

STATE OF UTAH                    )  
  ) ss.  
COUNTY OF Davis            )

On this 19 day of October, 2018, personally appeared before me Craig Jacobsen, known or satisfactorily proved to me to be the person who signed the foregoing instrument, and acknowledged to me that he/she is the authorized agent of CAPITAL REEF MANAGEMENT, LLC, a Utah limited liability company, and acknowledged to me that said company executed the same.

Jeanine Milliner  
Notary Public

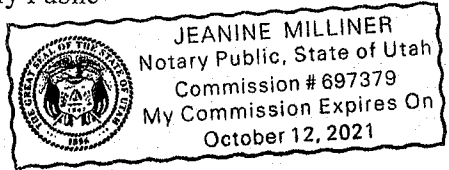


EXHIBIT A

(Description of Trust Property)

Beginning at the Southwest Corner of Bromsfield Subdivision, said point being South  $89^{\circ}50'45''$  East 326.40 feet along the section line to the Northwest Corner of Bromsfield Subdivision and South  $2^{\circ}41'00''$  West 127.20 feet along the west line of Bromsfield Subdivision and South  $0^{\circ}26'00''$  East 122.93 feet along the west line of Bromsfield Subdivision from the Northwest Corner of Section 25, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running;

Thence South  $89^{\circ}50'45''$  East 1353.74 feet along the south line of Bromsfield Subdivision to the Southwest Corner of Lot 7, Bromsfield Subdivision;

Thence South  $8^{\circ}58'01''$  East 13.36 feet;

Thence southwesterly 145.97 feet along the arc of a 227.50 foot radius curve to the right, (center bears North  $86^{\circ}31'21''$  West and long chord bears South  $21^{\circ}51'30''$  West 143.48 feet, with a central angle of  $36^{\circ}45'42''$ );

Thence southerly 120.73 feet along the arc of a 172.50 foot radius curve to the left, (center bears South  $49^{\circ}45'39''$  East and long chord bears South  $20^{\circ}11'23''$  West 118.28 feet, with a central angle of  $40^{\circ}05'56''$ );

Thence South  $0^{\circ}08'25''$  West 28.27 feet;

Thence southwesterly 89.72 feet along the arc of a 227.50 foot radius curve to the right, (center bears North  $89^{\circ}51'35''$  West and long chord bears South  $11^{\circ}26'20''$  West 89.14 feet, with a central angle of  $22^{\circ}35'49''$ );

Thence southeasterly 18.68 feet along the arc of a 15.00 foot radius curve to the left, (center bears South  $67^{\circ}15'46''$  East and long chord bears South  $12^{\circ}56'14''$  East 17.50 feet, with a central angle of  $71^{\circ}20'57''$ );

Thence southeasterly 130.76 feet along the arc of a 227.50 foot radius curve to the right, (center bears South  $41^{\circ}23'17''$  West and long chord bears South  $32^{\circ}08'44''$  East 128.97 feet, with a central angle of  $32^{\circ}55'59''$ );

Thence southeasterly 223.29 feet along the arc of a 172.50 foot radius curve to the left, (center bears North  $74^{\circ}19'16''$  East and long chord bears South  $52^{\circ}45'44''$  East 208.03 feet, with a central angle of  $74^{\circ}10'01''$ );

Thence South  $0^{\circ}09'15''$  West 55.00 feet;

Thence North  $89^{\circ}50'45''$  West 1447.77 feet;

Thence North  $0^{\circ}35'45''$  West 517.68 feet;

Thence South  $89^{\circ}24'15''$  West 27.00 feet to the east line of the East Frontage Road of State Highway No. 89, (Mountain Road);

Thence North  $0^{\circ}35'45''$  West 162.53 feet along the east line of the east Frontage Road of State Highway No. 89, (Mountain Road) to the point of beginning.