

Recording Requested by:
First American Title Insurance
Company
579 West Heritage Park Blvd., Suite
101
Layton, UT 84041
(801)779-2440

AFTER RECORDING RETURN TO:
Corrinne Reneau
131 East South Weber Drive
South Weber, UT 84405

SPACE ABOVE THIS LINE (3 1/2" X 5") FOR RECORDER'S USE

DEED OF TRUST AND ASSIGNMENT OF RENTS

Escrow No. **330-5381127 (ka)**
A.P.N.: **13-004-0014**

This Deed of Trust, made **April 27, 2011** between **Keith Brumfield**, as TRUSTOR, whose address is **2723 West 2300 North, Clinton, UT 84015**, First American Title Insurance Agency, LLC, a Delaware Limited Liability Company, as TRUSTEE, and **Corrinne Reneau**, as BENEFICIARY, Witnesses: That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property, situated in **Davis** County, State of Utah:

SEE ATTACHED EXHIBIT "A"

Tax ID Number: **13-004-0013, 13-004-0014, 13-004-0027 & Part of 13-005-0023**

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with said property, or any part thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits.

For the Purpose of Securing:

(1) payment of the indebtedness evidenced by a promissory note of even date hereof in the principal sum of **\$75,000.00** made by Trustor, payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and any extensions and/or renewals or modifications thereof; (2) the performance of each agreement of Trustor herein contained; (3) the payment of such additional loans or advances as hereafter may be made to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

To Protect the Security of This Deed of Trust, Trustor Agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting said property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general; and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property Trustor further agrees:

(a) To commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and

(b) To allow Beneficiary to inspect said property at all times during construction.

Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

2. To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In the event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary, instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event that the Trustor shall fail to provide satisfactory hazard insurance, the Beneficiary may procure, on the Trustor's behalf, insurance in favor of the Beneficiary alone. If insurance cannot be secured by the Trustor to provide the required coverage, this will constitute an act of default under the terms of this Deed of Trust.

3. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full; such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

4. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to said property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or trustee elect to appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

5. To pay at least 10 days before delinquency all taxes and assessments affecting said property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with said property; to pay, when due, all encumbrances, charges, and liens with interest, on said property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses of this Trust.

6. To pay to Beneficiary monthly, in advance, an amount, as estimated by Beneficiary in its discretion, sufficient to pay all taxes and assessments affecting said property, and all premiums on insurance therefor, as and when the same shall become due.

7. Should Trustor fail to make any payment or do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title, employ counsel, and pay his reasonable fees.

8. To pay immediately and without demand all sums expended hereunder by Beneficiary or

Trustee, with interest from date of expenditure at the rate of **7.0000%** per annum until paid, and the repayment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

9. Should said property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

10. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Deed of Trust and the note for endorsement (in case of full reconveyance, for cancellation and retention) without affecting the liability of any person for the payment of the indebtedness secured hereby, and without releasing the interest of any party joining in this Deed of Trust, Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Deed of trust or the lien or charge thereof; (d) grant any extension or modification of the terms of this loan; (e) reconvey, without warranty, all or any part of said property. The grantee in any reconveyance may be described as "the person or persons entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustor agrees to pay reasonable trustee's fees for any of the services mentioned in this paragraph.

11. As additional security, Trustor hereby assigns to Beneficiary, during the continuance of these trusts, all rents, issues, royalties and profits of the property affected by this Deed of trust and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties and profits earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Deed of Trust to any such tenancy, lease or option.

12. Upon any default by Trustor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect said 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's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

13. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

14. The failure on the part of the Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

15. Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause said property to be sold to satisfy the obligations hereof and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

16. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than such time as may be required by law beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant of warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney's fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at **7.0000%** per annum from date of expenditure; (4) all other sums then secured hereby; and 5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the country in which the sale took place.

17. Trustor agrees to surrender possession of the hereinabove described Trust property to the Purchaser at the aforesaid sale, immediately after such sale, in the event such possession has not previously been surrendered by Trustor.

18. Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

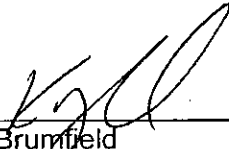
19. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which said property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to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

20. This Deed of Trust shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledge, of the note secured hereby. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

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

22. This Deed of trust shall be construed according to the laws of the State of Utah.

23. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.




Keith Brumfield

STATE OF **UT**)
)ss.
County of Davis)

On April 28th, 2011, before me, the undersigned Notary Public, personally appeared **Keith Brumfield**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: 7/14/2013



Notary Public



Escrow No. 330-5381127 (ka)

A.P.N.: 13-004-0014

PARCEL 1:

BEGINNING 787.13 FEET WEST FROM THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE WEST 246.68 FEET; THENCE NORTH 715 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT OF WAY LINE OF DAVIS AND WEBER COUNTY CANAL; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY TO A POINT NORTH 62°32' EAST OF BEGINNING; THENCE SOUTH 62°32' WEST 884.18 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 1A:

TOGETHER WITH A RIGHT OF WAY FOR ACCESS AS RECORDED OCTOBER 22, 1976, IN BOOK 621 AT PAGE 592, AS ENTRY NO. 445526

PARCEL 2:

BEGINNING AT A POINT 1320 FEET NORTH FROM THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE WEST 1000.0 FEET, MORE OR LESS; THENCE SOUTH 12°13'00" EAST 141.91 FEET; THENCE SOUTH 87°12'24" WEST 776.75 FEET, TO THE EAST LINE OF D & W CO. CANAL RIGHT OF WAY; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY TO A POINT SOUTH OF BEGINNING; THENCE NORTH 860 FEET, MORE OR LESS, TO POINT OF BEGINNING.

ALSO: BEGINNING AT A POINT 1320 FEET NORTH AND 2000 FEET WEST FROM THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE MERIDIAN TO THE EAST LINE OF D & W CO. CANAL; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY WAY 230 FEET, MORE OR LESS; THENCE NORTH 03°12'19" WEST 64.33 FEET; THENCE NORTH 04°06'02" EAST 114.19 FEET; THENCE WEST 164.87 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT A POINT NORTH 41°22' WEST 969.2 FEET FROM THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, IN THE COUNTY OF DAVIS, STATE OF UTAH, AND RUNNING THENCE SOUTH 62°40' WEST 100 FEET; THENCE NORTH 27°20' WEST 380 FEET; THENCE NORTH 62°40' EAST 100 FEET; THENCE SOUTH 27°20' EAST 380 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

BEGINNING AT A POINT NORTH 41°22' WEST 969.2 FEET FROM THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, IN THE COUNTY OF DAVIS, STATE OF UTAH, AND RUNNING THENCE SOUTH 62°40' WEST 100 FEET; THENCE NORTH 27°20' WEST 380 FEET; THENCE NORTH 62°40' EAST 100 FEET; THENCE SOUTH 27°20' EAST 380 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING EASEMENTS:

PARCEL 3A;

A PERPETUAL EASEMENT AND RIGHT OF WAY FOR THE CONSTRUCTION, MAINTENANCE, OPERATION, IMPROVEMENT AND REPLACEMENT OF AN UNDERGROUND ELECTRIC POWER CABLE, IN, ON, UNDER AND ACROSS THE FOLLOWING DESCRIBED LAND:

ALL THAT REAL PROPERTY SITUATED IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, IN THE COUNTY OF DAVIS, STATE OF UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: A STRIP OF LAND 10 FEET IN WIDTH, LYING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE: BEGINNING AT A POINT WHICH BEARS NORTH 41°22' WEST 962.2 FEET AND NORTH 27°20' WEST 192 FEET FROM THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE FROM SAID POINT OF BEGINNING NORTH 31°40' EAST 136.0 FEET AND NORTH 18°14' EAST 101.0 FEET TO THE POINT OF ENDING.

PARCEL 3B:

A PERPETUAL EASEMENT AND RIGHT OF WAY FOR THE CONSTRUCTION, MAINTENANCE, IMPROVEMENT AND REPAIR OF A ROAD OVER THE FOLLOWING PARCEL OF LAND:
 A PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, IN THE COUNTY OF DAVIS, STATE OF UTAH, AS FOLLOWS:
 BEGINNING AT A POINT ON THE SECTION LINE COMMON TO SECTIONS 19 AND 20, NORTH 0°22' WEST 58.6 FEET FROM THE SOUTHEAST CORNER SECTION 19 AT THE CENTER LINE OF THE ROAD WHERE THE EASEMENT OF 25 FEET EACH SIDE OF THE HEREAFTER DESCRIBED CENTER LINE BEGINS; THENCE SOUTH 88°44' WEST, 34.8 FEET; THENCE NORTH 87°03' WEST, 425.2 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 26°38' RADIUS OF 573.69 FEET, A LENGTH OF CURVE OF 266.25 FEET; THENCE NORTH 60°26' WEST, 6 FEET ALONG THE TANGENT TO THE BEGINNING OF A CURVE TO THE RIGHT WITH A RADIUS OF 93.42 FEET AND A LENGTH OF ARC OF 293.6 FEET; THENCE SOUTH 60°26' EAST, 0.9 FEET TO THE BEGINNING OF A CURVE WITH A CENTRAL ANGLE OF 75° 12' TO THE LEFT, A RADIUS OF 119.43 FEET AND A LENGTH OF ARC OF 151.9 FEET; THENCE NORTH 44°22' EAST 43.0 FEET TO THE CENTER LINE OF THE DAVIS WEBER CANAL WITH A WIDTH OF RIGHT OF WAY 100 FEET AND INTERSECTING IT AT APPROXIMATELY RIGHT ANGLES; THENCE NORTH 44°22' EAST, 40.9 FEET TO THE BEGINNING OF A CURVE WITH A CENTRAL ANGLE OF 90°18' TO THE LEFT, A RADIUS OF 63.4 FEET AND LENGTH OF 99.9 FEET; THENCE NORTH 45°56' WEST 17.6 FEET TO THE BEGINNING OF A CURVE WITH A CENTRAL ANGLE OF 47°18' TO THE LEFT, A RADIUS OF 135.6 FEET AND A LENGTH OF ARC OF 109.3 FEET; THENCE SOUTH 86°46' WEST 1.8 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 66°03', A RADIUS OF 89.25 FEET, AND A LENGTH OF ARC OF 102.9 FEET; THENCE NORTH 27°11' WEST 140 FEET.

EXCEPTING FROM THE HEREINABOVE DESCRIBED LAND THAT PORTION WHICH LIES WITHIN THE 90 FOOT STRIP OF LAND OWNED BY THE DAVIS AND WEBER COUNTIES COMPANY.

PARCEL 3C:

A PERPETUAL EASEMENT AND RIGHT OF WAY FOR THE CONSTRUCTION, MAINTENANCE, OPERATE AND IMPROVEMENT OF A ROAD OVER THE FOLLOWING PARCEL OF LAND:
 A PERPETUAL EASEMENT ON A STRIP OF LAND 50 FEET IN WIDTH EXTENDED TO THE PROPERTY LINES AND EVERYWHERE DISTANT 25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, TO WIT:
 BEGINNING ON THE WEST LINE OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, IN THE COUNTY OF DAVIS, STATE OF UTAH, AT A POINT NORTH 0°22' WEST 58.6 FEET ALONG THE SECTION LINE FROM THE SOUTHWEST CORNER OF SAID SECTION 20 AND RUNNING THENCE NORTH 88°44' EAST 206.7 FEET TO THE EAST PROPERTY LINE.

PARCEL 3D:

A PERPETUAL EASEMENT AND RIGHT OF WAY FOR THE CONSTRUCTION, MAINTENANCE, OPERATION AND IMPROVEMENT OF A ROAD OVER THE FOLLOWING PARCEL OF LAND:
 A PERPETUAL EASEMENT ON A STRIP OF LAND 50 FEET IN WIDTH EXTENDED TO THE PROPERTY LINES AND EVERYWHERE DISTANT 25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE, TO WIT:

BEGINNING ON THE PROPERTY LINE AT A POINT NORTH 0°22' WEST 58.6 FEET ALONG THE WEST LINE OF THE SECTION AND NORTH 88°44' EAST 206.7 FEET FROM THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, IN THE COUNTY OF DAVIS, STATE OF UTAH, AND RUNNING THENCE NORTH 88°44' EAST 623.1 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 55°22', A RADIUS OF 208.35 FEET; THENCE SOUTHEASTERLY 201.3 FEET ALONG THE ARC OF SAID CURVE; THENCE SOUTH 35°54' EAST 0.7 FEET TO THE SOUTH LINE OF SAID SECTION 20, A POINT SOUTH 89°26' EAST 1003.2 FEET ALONG THE SECTION LINE FROM THE SOUTHWEST CORNER OF SAID SECTION 20.

PARCEL 3E:

A PERPETUAL EASEMENT AND RIGHT OF WAY FOR THE CONSTRUCTION, MAINTENANCE, OPERATION AND IMPROVEMENT OF A ROAD OVER THE FOLLOWING PARCEL OF LAND:
A PERPETUAL EASEMENT ON A STRIP OF LAND 50 FEET IN WIDTH EXTENDED TO THE PROPERTY LINES AND EVERYWHERE DISTANT 25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE, TO WIT:

BEGINNING AT A POINT SOUTH 89°26' EAST 1003.2 FEET ALONG THE NORTH LINE OF SECTION 29, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, IN THE COUNTRY OF DAVIS, STATE OF UTAH, FROM THE NORTHWEST CORNER OF SAID SECTION 29, AND RUNNING THENCE SOUTH 35°54' EAST 148.35 FEET.

PARCEL NO. 13-004-0013

PARCEL 4:

TOGETHER WITH A 30 FOOT EASEMENT FOR INGRESS AND EGRESS UPON AN EXISTING ROADWAY DESCRIBED AS FOLLOWS:

FIFTEEN FOOT EITHER SIDE OF A CENTERLINE DESCRIBED AS :

PART OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEGINNING AT A POINT NORTH 0°23'33" WEST 1296.48 FEET ALONG THE SECTION LINE FROM THE SOUTHWEST CORNER OF SAID SECTION 20 AND RUNNING THENCE NORTH 78°10'27" EAST 17.51 FEET, THENCE SOUTH 88°47'41" EAST 31.31 FEET, THENCE SOUTH 78°56'53" EAST 48.60 FEET, THENCE SOUTH 72°59'05" EAST 84.07 FEET TO THE SOUTHERLY LINE OF SOUTH WEBER DRIVE.