

Tax Serial Number:  
25-016-0013, 25-016-0018, 25-016-0025

RECORDATION REQUESTED BY:  
ROCK CANYON BANK  
Spanish Fork Office  
99 North Main Street  
Spanish Fork, UT 84660

WHEN RECORDED MAIL TO:  
ROCK CANYON BANK  
Spanish Fork Office  
99 North Main Street  
Spanish Fork, UT 84660

121392 - MAU

FOR RECORDER'S USE ONLY



\*000000005884447003011501232020\*

### ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated January 23, 2020, is made and executed between SOD ENTERPRISES LLC, whose address is 521 S 1550 W, SPANISH FORK, UT 84660 (referred to below as "Grantor") and ROCK CANYON BANK, whose address is 99 North Main Street, Spanish Fork, UT 84660 (referred to below as "Lender").

**ASSIGNMENT.** For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in UTAH County, State of Utah:

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

The Property or its address is commonly known as 521 SOUTH 1550 WEST, SPANISH FORK, UT 84660. The Property tax identification number is 25-016-0013, 25-016-0018, 25-016-0025.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF BORROWER AND GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**GRANTOR'S WAIVERS.** Grantor 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 Grantor, including a claim for

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## ASSIGNMENT OF RENTS (Continued)

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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.

**BORROWER'S WAIVERS AND RESPONSIBILITIES.** Lender need not tell Borrower about any action or inaction Lender takes in connection with this Assignment. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that:

**Ownership.** Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

**Right to Assign.** Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

**No Prior Assignment.** Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

**No Further Transfer.** Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

**LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS.** Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

**Notice to Tenants.** Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

**Enter the Property.** Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

**Maintain the Property.** Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

**Compliance with Laws.** Lender may do any and all things to execute and comply with the laws of the State of Utah and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

**Lease the Property.** Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

**Employ Agents.** Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

**Other Acts.** Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

**No Requirement to Act.** Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

**APPLICATION OF RENTS.** All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this

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Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

**FULL PERFORMANCE.** If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor'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 Rents or 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 Grantor. 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 Assignment 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.

**DEFAULT.** Default will occur if payment of the Indebtedness in full is not made immediately upon demand.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

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

**Collect Rents.** Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor 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. Grantor 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.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

**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 Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Assignment, 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. Grantor also will pay any court costs, in addition to all other sums provided by law.

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**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Assignment:

**Amendments.** This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment 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.

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

**Governing Law.** This Assignment 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 Assignment has been accepted by Lender in the State of Utah.

**Joint and Several Liability.** All obligations of Borrower and Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Assignment. 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 Assignment.

**Merger.** There shall be no merger of the interest or estate created by this Assignment 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.

**Interpretation.** (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Assignment 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 Assignment 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 Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, 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.

**Notices.** Unless otherwise provided by applicable law, any notice required to be given under this Assignment or required by law shall be given in writing, and shall be effective when actually delivered in accordance with the law or with this Assignment, 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 Assignment. Any party may change its address for notices under this Assignment 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, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided by applicable law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**Powers of Attorney.** The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Assignment 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 Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

**Successors and Assigns.** Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this

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(Continued)**

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Assignment 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 Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Assignment.

**Waiver of Homestead Exemption.** Grantor 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 Assignment.

**Waiver of Right of Redemption.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Assignment. 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 Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Assignment.** The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

**Borrower.** The word "Borrower" means WP ENTERPRISES, INC.; and SOD ENTERPRISES LLC.

**Default.** The word "Default" means the Default set forth in this Assignment in the section titled "Default".

**Grantor.** The word "Grantor" means SOD ENTERPRISES LLC.

**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 Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment.

**Lender.** The word "Lender" means ROCK CANYON BANK, its successors and assigns.

**Note.** The word "Note" means the promissory note dated January 23, 2020, in the original principal amount of **\$2,850,000.00** 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.

**Property.** The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

**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 of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

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(Continued)**

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THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON JANUARY 23, 2020.

GRANTOR:

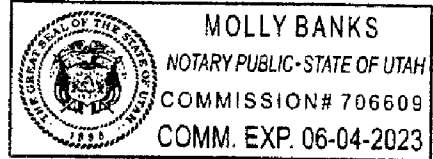
SOD ENTERPRISES LLC

By: [Signature]  
DAVID NEILSON, Manager of SOD ENTERPRISES LLC

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF Utah  
COUNTY OF Utah

)  
) SS  
)



On this 23 day of January, 2020, before me, the undersigned Notary Public, personally appeared **DAVID NEILSON, Manager of SOD ENTERPRISES LLC**, and known to me to be a member or designated agent of the limited liability company that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the limited liability company.

By [Signature]  
Notary Public in and for the State of Utah

Residing at Spanish Fork  
My commission expires 6.4.2023

**EXHIBIT A  
PROPERTY DESCRIPTION**

**PARCEL 1:**

COMMENCING WEST 1797.46 FEET AND SOUTH 801.2 FEET FROM EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; SOUTH 38°31'33" WEST 68.81 FEET; SOUTH 02°38'46" WEST 985.31 FEET; NORTH 51°17'04" WEST 74.18 FEET; NORTH 02°38'46" EAST 646.71 FEET; NORTH 03°07'49" EAST 335.12 FEET; SOUTH 87°49'10" EAST 30.73 FEET; NORTH 79°43'13" EAST 68.46 FEET TO BEGINNING.

LESS AND EXCEPTING ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING 693 FEET EAST AND 825 FEET SOUTH OF THE CENTER OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°50' EAST 13.2 FEET; THENCE SOUTH 02°30' WEST 893.64 FEET; THENCE SOUTH 75° EAST 84.48 FEET; THENCE SOUTH 74° WEST 349.8 FEET; THENCE NORTH 753.8 FEET; THENCE NORTH 43°26' EAST 440.25 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT A POINT 1012.44 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°35' WEST 662.64 FEET; THENCE SOUTH 84° WEST 33 FEET; THENCE SOUTH 21°15' WEST 279.84 FEET; THENCE SOUTH 04° EAST 275.88 FEET; THENCE NORTH 62° EAST 121.44 FEET; THENCE SOUTH 09°40' WEST 1122 FEET; THENCE NORTH 80°03' EAST 26.46 FEET; THENCE SOUTH 00°30' WEST 150 FEET, MORE OR LESS, TO A POINT ON THE SOUTH BANK OF THE SPANISH FORK RIVER, WHICH POINT IS THE TRUE POINT OF BEGINNING FOR TRACT #2, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE ABOVE DESCRIBED TRUE POINT OF BEGINNING; THENCE SOUTH 00°30' WEST 180 FEET; THENCE SOUTH 79° WEST 488.4 FEET; THENCE NORTH 25° WEST 286.44 FEET; THENCE NORTH 85° WEST 108.9 FEET; THENCE NORTH 25° WEST 286.44 FEET; THENCE SOUTH 83° WEST 195 FEET, MORE OR LESS, TO A POINT ON THE RIGHT OF WAY LINE OF THE COUNTY ROAD; THENCE NORTH 590 FEET, MORE OR LESS, TO A POINT ON THE SOUTH BANK OF THE SPANISH FORK RIVER; THENCE SOUTHEASTERLY ALONG THE BANK OF THE RIVER TO THE POINT OF BEGINNING.

**PARCEL 2:**

COMMENCING WEST 1213.7 FEET AND SOUTH 115.36 FEET FROM EAST QUARTER OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; SOUTH 01°02'00" WEST 96.7 FEET; SOUTH 47°07'26" WEST 5.82 FEET; NORTH 54°10'57" WEST 25.85 FEET; SOUTH 47°11'48" WEST 142.64 FEET; SOUTH 00°21'11" WEST 34.95 FEET; SOUTH 47°07'26" WEST 413.5 FEET; SOUTH 38°31'33" WEST 186.54 FEET; NORTH 00°22'00" EAST 149.69 FEET; ALONG A CURVE TO RIGHT(CHORD BEARS: NORTH 51°30'00" EAST 141.81 FEET, RADIUS=788.51 FEET); NORTH 47°07'26" EAST 599 FEET TO BEGINNING.

LESS AND EXCEPTING ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

A PARCEL OF LAND IN FEE FOR A FREEWAY KNOWN AS PROJECT NO. 15-6, BEING PART OF AN ENTIRE TRACT OF PROPERTY, IN THE SOUTHEAST QUARTER AND THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A NORTHEAST CORNER OF SAID ENTIRE TRACT, WHICH POINT IS 1012.4 FEET WEST, 153.1 FEET NORTH AND NORTH 89°45' WEST 288.42 FEET FROM THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 23; THENCE SOUTH 00°43' WEST 193.2 FEET; THENCE SOUTH 89°02' EAST 90.9 FEET; THENCE SOUTH 01°02' WEST 75 FEET, MORE OR LESS, TO A POINT 30.0 FEET PERPENDICULARLY DISTANT SOUTHEASTERLY FROM THE CENTER LINE OF A SOUTHEASTERLY FRONTAGE ROAD INCIDENT TO THE CONSTRUCTION OF SAID PROJECT; THENCE SOUTH 47°07'26" WEST 591 FEET, MORE OR LESS, TO A POINT 30.0 FEET PERPENDICULARLY DISTANT SOUTHEASTERLY FROM THE CENTER LINE OF SAID FRONTAGE ROAD AT ENGINEER STATION 19+98.20; THENCE SOUTHWESTERLY 142 FEET, MORE OR LESS, ALONG THE ARC OF A 788.51 FOOT RADIUS CURVE TO THE LEFT TO A WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE NORTH 00°22' EAST 432 FEET, MORE OR LESS, TO THE SOUTHEASTERLY RIGHT OF WAY OF THE DENVER AND RIO GRANDE RAILROAD; THENCE NORTHEASTERLY 505 FEET, MORE OR LESS, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE TO A NORTH BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE EAST 80 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 3:

COMMENCING WEST 1215.43 FEET AND SOUTH 212.01 FEET AND SOUTH 47°07'26" WEST 177.5 FEET FROM EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; SOUTH 21°11' WEST 1930.10 FEET; NORTH 51°17'04" WEST 677.21 FEET; NORTH 02°38'46" EAST 985.31 FEET; NORTH 38°31'33" EAST 307.91 FEET; NORTH 47°07'26" EAST 413.50 FEET TO BEGINNING.

LESS AND EXCEPTING ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT A POINT 1012.44 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°35' WEST 662.64 FEET; THENCE SOUTH 84° WEST 33 FEET; THENCE SOUTH 21°15' WEST 279.84 FEET; THENCE SOUTH 04° EAST 275.88 FEET; THENCE NORTH 62° EAST 121.44 FEET; THENCE SOUTH 09°40' WEST 1122 FEET; THENCE NORTH 80°03' EAST 26.46 FEET; THENCE SOUTH 00°30' WEST 150 FEET, MORE OR LESS, TO A POINT ON THE SOUTH BANK OF THE SPANISH FORK RIVER, WHICH POINT IS THE TRUE POINT OF BEGINNING FOR TRACT #2, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE ABOVE DESCRIBED TRUE POINT OF BEGINNING; THENCE SOUTH 00°30' WEST 180 FEET; THENCE SOUTH 79° WEST 488.4 FEET; THENCE NORTH 25° WEST 286.44 FEET; THENCE NORTH 85° WEST 108.9 FEET; THENCE NORTH 25° WEST 286.44 FEET; THENCE SOUTH 83° WEST 195 FEET, MORE OR LESS, TO A POINT ON THE RIGHT OF WAY LINE OF THE COUNTY ROAD; THENCE NORTH 590 FEET, MORE OR LESS, TO A POINT ON THE SOUTH BANK OF THE SPANISH FORK RIVER; THENCE SOUTHEASTERLY ALONG THE BANK OF THE RIVER TO THE POINT OF BEGINNING.

ALSO LESS EXCEPTING ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

A PARCEL OF LAND IN FEE FOR A FREEWAY KNOWN AS PROJECT NO. 15-6, BEING PART OF AN ENTIRE TRACT OF PROPERTY, IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AD FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID ENTIRE TRACT, WHICH POINT IS APPROXIMATELY 369 FEET WEST AND 786 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 89°50' WEST 115.5 FEET; THENCE NORTH 20° EAST 191.4 FEET; THENCE NORTH 65° WEST 255.4 FEET TO THE SOUTHEASTERLY RAILROAD RIGHT OF WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD; THENCE NORTHEASTERLY 381 FEET, MORE OR LESS, ALONG SAID RAILROAD RIGHT OF WAY LINE TO THE EAST BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE SOUTH 00°45' WEST 570 FEET, MORE OR LESS, TO THE POINT OF



BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE STATE ROAD COMMISSION OF UTAH.

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