# WHEN RECORDED, RETURN TO:

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UTAH COUNTY RECORDER
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DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT

from

Monte Vista Ranch, L.C., a Utah limited liability company

and

Eagle Mountain Properties L.C., a Utah limited liability company

as Trustors

to

U.S. Bank National Association

as Trustee

and

U.S. Bank National Association

as Beneficiary

For 6285

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# DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FINANCING STATEMENT

## RECITALS

THIS DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FINANCING STATEMENT (together with all amendments and supplements, this "Deed of Trust") is made as of this 1st day of September, 1997, from Monte Vista Ranch, L.C., a Utah limited liability company, 130 West Main, Lehi, Utah 84043, and Eagle Mountain Properties, L.C., a Utah limited liability company, 130 West Main, Lehi, Utah 84043 and their successors and permitted assigns (collectively, the "Trustors"), to U.S. Bank National Association, 107 South Main Street, Salt Lake City, Utah 84111 ("Trustee"), and U.S. Bank National Association ("Beneficiary").

## 1. GRANTING CLAUSE

- 1.1 Trustors hereby CONVEY AND WARRANT TO TRUSTEE IN TRUST, WITH POWER OF SALE Trustors' interest in and to the property situated in Utah County, Utah, being more particularly described on Exhibit "A", attached hereto and incorporated herein by reference (the "Real Property").
- 1.2 TOGETHER WITH all right, title, and interest of Trustors in and to all buildings and improvements now located or hereafter to be erected or placed upon the Real Property or upon any real property an interest in which is now or hereafter subject to the lien of this Deed of Trust (all hereinafter referred to as the "Improvements"), and all right, title, and interest of Trustors, now owned or hereafter acquired, in and to any and all strips and gores of land, and in, to, and under the land within the streets, sidewalks, and alleys, adjoining the Real Property, and in and to all and singular the tenements, hereditaments, privileges, easements, franchises, rights, appendages, and appurtenances belonging or in any way appertaining to all such Real Property.
- 1.3 TOGETHER WITH all the right, title, and interest of Trustors in and to all machinery, apparatus, equipment, fittings, and fixtures of every kind and nature whatsoever, all furniture, furnishings, and other personal property now or at any time hereafter attached to or used in any way in connection with the use, operation, and occupation of the Improvements or any part thereof, including, but not limiting the generality of the foregoing, all engines, furnaces, boilers, stokers, pumps, heaters, tanks, dynamos, motors, generators, fans, blowers, vents, switchboards, electrical equipment, telephone equipment, heating, plumbing, lifting, and ventilating apparatus, air-cooling and air-conditioning apparatus, gas and electric fixtures, elevators, escalators, compressors, vacuum cleaning systems, call systems, water fountains, refrigeration equipment, fire prevention and extinguishing apparatus (or any other safety equipment required

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by governmental regulation), electric signs, shades, venetian blinds, awnings, screens, partitions, drapes, carpeting, and maintenance equipment of every nature whatsoever, including machinery and equipment for the removal of snow and general maintenance. (All of the equipment described in this Section 1.3 is hereinafter referred to as the "Improvement Equipment").

- 1.4 TOGETHER WITH all accounts, contract rights, rents, issues, royalties, profits, revenues, incomes, proceeds, and other benefits of and from the property described above and property subject or required to be subject to the lien of this Deed of Trust, and any and all bank accounts and similar accounts containing any of the foregoing, and all of the estate, right, title, and interest of every nature whatsoever of Trustors in and to the same and every part and parcel thereof.
- 1.5 TOGETHER WITH any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the property described above as a result of: (a) the exercise of the right of eminent domain; (b) the alteration of the grade of any street; or (c) any other injury to or decrease in the value of the property described above, to the extent of all amounts which may be secured by this Deed of Trust at the date of receipt of any such award or payment by Beneficiary, and of the reasonable attorneys' fees, costs, and disbursements incurred by Beneficiary in connection with the collection of such award or payment, and Trustors agree to execute and deliver from time to time such further instruments as may be requested by Beneficiary to confirm such assignment to Beneficiary of any such award or payment.
- 1.6 TOGETHER WITH all existing and future goods located on the Real Property which are now or in the future owned by Trustors and used in the operation or occupancy of the Real Property or in any construction on the Real Property but which are not effectively made real property under Section 1.3 above, including but not limited to all appliances, furniture, furnishings, carpeting, draperies, building service equipment, building materials, supplies, and equipment.
- 1.7 TOGETHER WITH all existing and future general intangibles relating to the development or use of the Real Property or the Improvements, including but not limited to all governmental permits relating to construction on the Real Property, all existing and future names under or by which the Real Property or the Improvements may at any time be operated or known, all rights to carry on business under any such names or any variant thereof, and all existing and future trademarks and good will in any way relating to the property.
- 1.8 TOGETHER WITH all existing and future water or water rights, ditch or ditch rights, and reservoir or reservoir rights which are appurtenant to

or which have been used in connection with the Real Property, whether evidenced by applications to appropriate water, decrees, certificates of appropriation, diligence claims or by stock, shares or other evidences of ownership in irrigation, canal or water companies or water districts, all dams, reservoirs, ditches, canals or other works for storage or carrying of water which the Trustors now owns or in which the Trustors have an interest together with all Improvements of whatever kind or nature located on the property related to such water rights, all existing and future water stock relating to the Real Property, all existing and future shares of stock or other evidence of ownership of any part of the Real Property that is owned by Trustors in common with others, and all existing and future documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Real Property.

- 1.9 TOGETHER WITH all right, title, and interest of Trustors in and to any security deposits, and any and all other amounts held as security under the Leases (as hereinafter defined).
- 1.10 TOGETHER WITH all and singular the privileges and appurtenances thereunto belonging, Trustors' interest in the Real Property, the Improvements, Improvement Equipment, interests, privileges, and appurtenances described in Sections 1.1 through 1.10 hereof being hereinafter referred to as the "Property"), it being the intention of Trustors that so far as may be permitted by law, all property, interests and rights of the character described in this Section 1 which are now owned or held or are hereafter acquired by Trustors and are affixed, attached, annexed to or placed upon any Real Property shall be and remain or become and constitute a portion of the security covered by and subject to the lien hereof and TRUSTORS WARRANT THE TITLE TO THE SAME subject to the Permitted Exceptions.

TO HAVE AND TO HOLD the same IN TRUST, WITH POWER OF SALE, however, for the purpose of securing:

- I. All obligations of the Guarantors under that certain Guaranty Agreement dated as of September 1, 1997 (the "Guaranty"), and any extensions and/or renewals or modifications thereof. The Guarantors are the sole owners of the Trustors and both the Trustors and the Guarantors will benefit from the transactions evidenced by the Guaranty and this Deed of Trust in that the Real Property will be benefited and improved by the acquisition and construction by the Town of Eagle Mountain, Utah, of certain water, sewer, natural gas, electric and telecommunications improvements to be financed by proceeds of certain bond anticipation notes which are secured, in part, by the Guaranty.
- II. The performance of each agreement of the Trustors contained in the Escrow Deposit Agreement dated as of September 1, 1997, by and among the Trustors, the Town of Eagle Mountain, Utah, and the Beneficiary, as escrow agent (the "Escrow

Agreement") and this Deed of Trust and any other instrument securing the obligations under the Guaranty.

- III. The payment of all sums expended or advanced by Beneficiary under or pursuant to the terms of this Deed of Trust.
- IV. The performance and/or observance of all covenants and conditions to be performed or observed by Trustors as lessor pursuant to the Leases (as hereinafter defined); and
- V. The performance of each covenant and agreement of Trustors contained herein and in any modification or amendment of this Deed of Trust.

All obligations of the Guarantors and the Trustors described in I through V hereinabove are collectively referred to as "Obligations" herein.

## 2. COVENANTS

2.1 <u>Insurance</u>. Trustors, at their sole expense, shall keep and maintain constantly during the time any of the Obligations remain outstanding hazard insurance equal to the value of the Improvements and public liability insurance in a commercially reasonable amount as approved by Beneficiary.

## 2.2 Condemnation and Insurance Proceeds.

- (a) Trustors, immediately upon obtaining knowledge of any casualty damage to the Real Property in excess of Five Thousand Dollars (\$5,000.00) or knowledge of the institution of any proceedings relating to condemnation or other taking of or damage or injury to all or any part of the Real Property, will immediately notify Beneficiary in writing. Beneficiary may participate in any such proceedings and may join Trustors in adjusting any loss covered by insurance.
- (b) All compensation, awards, proceeds, damages, claims, insurance recoveries, rights of action and payments which Trustors may receive or to which Trustors may become entitled in the event of any damage or injury to or a partial condemnation or other partial taking of all or any part of the Real Property shall be paid over to Beneficiary. Trustors agree to execute any and all further documents that may be required in order to facilitate collection of any such proceeds and the making of such payment.
- (c) If any material part of the Real Property is damaged or destroyed and the loss is not adequately covered by insurance proceeds collected or in the process of collection, Trustors shall deposit with

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Beneficiary or a title insurance or trust company satisfactory to Beneficiary, within ten (10) days following the Beneficiary's request therefor, the amount of the loss not so covered.

2.3 Payment of Taxes and Assessments. Trustors covenant and agree to pay before they become delinquent all taxes, special assessments, water and sewer rents or assessments, and all other charges imposed by law upon or against the Real Property, ordinary and extraordinary, unforeseen and foreseen (the "Impositions"). Trustors shall deliver to Beneficiary evidence of payment of Impositions and insurance premiums within thirty (30) days after such payment is made. Such evidence shall be in the form of the original or a photostatic copy of the official receipt evidencing such payment or other proof of payment satisfactory to Beneficiary. The failure of Trustors to deliver to Beneficiary such receipts or to submit other satisfactory proof of such payment to Beneficiary shall constitute an Event of Default.

## 2.4 <u>Preservation of Lien Priority by Trustors.</u>

The lien of this Deed of Trust is and will be maintained as a valid first lien on Trustors' interest in the Real Property. Trustors will not, directly or indirectly, create or suffer or permit to be created or to stand against all or any part of the Real Property, any lien or charge prior to, subordinate to, or on a parity with the lien of this Deed of Trust, except for such other liens as consented to in writing by Beneficiary. However, nothing in this Deed of Trust shall require Trustors to pay any Impositions prior to the time they become due and payable or require Trustors to pay any Imposition so long as Trustors contest the amount, applicability, or validity in good faith by appropriate proceedings promptly initiated and diligently conducted if: (1) such nonpayment will not result in a forfeiture or impairment of the priority of the lien of this Deed of Trust; and (2) Trustors have posted security with Beneficiary in a form and in an amount satisfactory to Beneficiary which the Beneficiary shall use in its sole discretion to protect the priority of the lien of this Deed of Trust. Trustors will keep and maintain the Real Property free from all liens of persons supplying labor and materials entering into the construction, modification, or repair of the Improvements. If any such lien is recorded against the Real Property, Trustors shall post a bond, as provided by statute, or discharge the same of record within fifteen (15) days after such lien is recorded. Without the prior consent of Beneficiary, Trustors shall not do, or permit to be done, or omit to do, or permit the omission of, any act or thing, the doing of which or the omission of which would impair the security of this Deed of Trust or would constitute grounds for the termination by any lessee or sublessee of any lease or leases or sublease or subleases or other occupancy agreements now or

hereafter outstanding on the Real Property (such leases, subleases and occupancy agreements are herein referred to as the "Leases").

- (b) All property of every kind acquired by Trustors after the date hereof which, by the terms hereof, is required or intended to be subjected to the lien of this Deed of Trust shall, immediately upon its acquisition and without any further conveyance, assignment, or transfer, become subject to the lien of this Deed of Trust. Nevertheless, Trustors will do all such further acts, and execute, acknowledge, and deliver all such further conveyances, mortgages, security agreements, and assurances as Beneficiary may reasonably require in order to confirm the lien of this Deed of Trust on the Real Property, the Improvements, and any Improvement Equipment, and Trustors shall pay all costs in connection therewith, including but not limited to Beneficiary's attorneys' fees and fees for filing or recording such instruments.
- (c) If any action or proceeding is instituted to evict Trustors or to recover possession of the Real Property or for any other purpose affecting this Deed of Trust or the lien of this Deed of Trust, Trustors shall deliver to Beneficiary a true copy of each precept, petition, summons, complaint, notice of motion, order to show cause, and all other process, pleadings, and papers, however designated, served or received in such action or proceedings, immediately after Trustors receive them.
- Deed of Trust as Security Agreement and Financing Statement. This Deed of Trust shall cover the Improvement Equipment, all other property affixed to or located upon the Real Property, and all articles of personal property and all materials delivered to the Real Property for incorporation or use in any construction being conducted thereon and owned by Trustors (which to the fullest extent permitted by law shall be deemed fixtures and a part of the Real Property). If any property covered by this Deed of Trust consists of rights in action or personal property covered by the Uniform Commercial Code, this Deed of Trust constitutes a security agreement and financing statement and is intended when recorded to create a perfected security interest in such property in favor of Beneficiary. This Deed of Trust shall be self-operative with respect to such property, but Trustors agree to execute and deliver on demand such security agreements, financing statements, and other instruments as Beneficiary may request in order to impose the lien hereof more specifically upon any of such property and to pay all costs in connection therewith, including but not limited to Beneficiary's attorneys' fees and all recording and/or filing fees associated therewith. If the lien of this Deed of Trust on any property is subject to a prior security agreement covering such property, then if any Event of Default occurs, Trustors hereby assign to Beneficiary all its right, title, and interest in and to all deposits thereon, together with the benefit of any payments now or hereafter made thereon. For purposes of treating this Deed of Trust as a security

agreement and financing statement, Beneficiary shall be deemed to be the secured party and Trustors shall be deemed to be the debtor.

## 2.6 Further Encumbrance or Sale.

- (a) Without the prior written consent of Beneficiary, which Beneficiary may withhold in its sole discretion for any reason or for no reason, and except as otherwise provided in Section 7 hereof, Trustors shall not execute or deliver any pledge, security agreement, mortgage, deed of trust or other instrument of hypothecation, covering all or any portion of the Real Property nor sell, contract to sell, lease with option to purchase, convey, alienate, transfer or otherwise dispose of all or any portion of the Real Property, whether voluntarily or involuntarily, by operation of law or otherwise, and any act in contravention hereof shall constitute an Event of Default (without notice or passage of time). Trustors shall reimburse Beneficiary for all costs and expenses, including without limitation reasonable attorneys' fees, incurred by Beneficiary in connection with its review of Trustors' request for Beneficiary's consent to such a sale or other transfer pursuant to this Section.
- (b) Notwithstanding subsection (a) above, Trustors may from time to time replace items of personal property and fixtures constituting a part of the Real Property, provided: (1) the replacements for such items of personal property or fixtures are of equivalent or superior value and quality; and (2) Trustors have good and clear title to such replacement property free and clear of any and all liens, encumbrances, security interests, ownership interests, claims of title (contingent or otherwise), or charges of any kind, or the rights of any conditional sellers, vendors or any other third parties in or to such replacement property have been expressly subordinated (at no cost to Beneficiary) to Beneficiary's interests in such replacement property.
- 2.7 <u>Maintenance of Real Property</u>. Trustors will not commit any waste on the Real Property or take any actions that might invalidate any insurance carried on the Real Property. Trustors at their sole cost and expense will maintain the Real Property and the Improvements in good condition and promptly make all necessary repairs, interior and exterior, structural and non-structural, ordinary and extraordinary, foreseen and unforeseen. No Improvements may be removed, demolished, or materially altered without the prior written consent of Beneficiary. All repairs shall be equal or superior in quality and class to the original work. No personal property in which Beneficiary has a security interest may be removed from the Real Property unless it is immediately replaced by similar property of at least equivalent value on which Beneficiary will immediately have a valid first lien and security interest. Trustors in the use and operation of the Real Property shall comply with all covenants and conditions,

restrictions, agreements or other matters affecting the Real Property. Trustors shall not bring or keep any article on the Real Property or cause or permit any condition to exist on the Real Property which is prohibited by or could invalidate any insurance coverage maintained, or required hereunder to be maintained, with respect to all or any part of the Real Property. Trustors shall do all acts which from the character or use of the Real Property may be reasonably necessary to protect the security of this Deed of Trust and not specifically set forth herein.

- Protection of Security: Costs and Expenses. At any time and from 2.8 time to time, Trustors will execute and deliver all such further documents and do all such other acts and things as Beneficiary may reasonably request in writing in order to protect the security and priority of the lien created hereby. If Trustors fail to perform any of the covenants or agreements contained in this Deed of Trust, or if any action or proceeding is commenced which affects Beneficiary's interest in the Real Property or any part thereof, including, but not limited to, eminent domain, code enforcement, or proceedings of any nature whatsoever under any federal, state or local law or regulation, whether now existing or hereafter enacted or amended, relating to bankruptcy, insolvency, arrangement, reorganization or other form of debtor relief, then Beneficiary may, but without obligation to do so and without notice to or demand upon Trustors and without releasing Trustors from any obligation hereunder, make such appearances, disburse such sums and take such action as Beneficiary deems necessary or appropriate to protect Beneficiary's interest, including, but not limited to, disbursement of reasonable attorneys' fees, enter upon the Real Property to make repairs or take other action to protect the security hereof, and pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of Beneficiary appears to be prior or superior hereto. Trustors further agrees to pay all reasonable expenses of Beneficiary (including fees and disbursements of counsel) incident to the protection of the rights of Beneficiary hereunder, or to enforcement of the Obligations, whether by judicial or nonjudicial proceedings. or in connection with any bankruptcy, insolvency, arrangement, reorganization or other debtor relief proceeding of Trustors, or otherwise. disbursed by Beneficiary pursuant to this Section shall be part of the Obligations and secured by this Deed of Trust and shall bear interest at the Default Rate (as defined in Section 2.13 hereof). Trustors shall pay all such amounts immediately without demand. Nothing contained in this Section shall be construed to require Beneficiary to incur any expense, make any appearance, or take any other action.
- 2.9 <u>Notify Lender of Default</u>. Trustors shall notify Beneficiary in writing within five (5) days of the occurrence of any Event of Default or other event which, upon the giving of notice or the passage of time or both, would constitute an Event of Default.
- 2.10 <u>Management of Real Property</u>. Trustors shall manage the Real Property through its own personnel or a third party manager approved by

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Beneficiary, and shall not hire, retain or contract with any other third party for property management services without the prior written approval by Beneficiary of such party and the terms of its contract for management services; provided, Beneficiary shall not withhold approval of a new manager if, in Beneficiary's sole discretion, the new manager has a reputation and experience in managing properties similar to the Real Property which are greater than or equal to the present experience and reputation of the current manager.

- 2.11 Third Party Agreements. Trustors shall: (a) make or permit no termination or material amendment of any agreement between Trustors and a third party relating to the Real Property or the Obligations, including, without limitation, the Leases (the "Third Party Agreements") without the prior written approval of Beneficiary, except amendments to the Leases as permitted herein and, (b) perform Trustors' obligations under each Third Party Agreement.
- Compliance with Laws. Trustors agree to comply promptly with all present and future laws, statutes, ordinances, orders, rules, regulations, restrictions, and requirements of all federal, state, and municipal governments, courts, departments, commissions, boards, and officers, any national or local Board of Fire Underwriters, or any other body exercising similar functions, foreseen or unforeseen, ordinary or extraordinary, which may be applicable to Trustors, the Obligations, the Real Property, the landscaping, sidewalks, curbs, and vaults adjoining the Real Property, or to the use or manner of use of the Real Property whether or not such law, statute, ordinance, order, rule, regulation, restriction, or requirement necessitates structural changes or improvements, or the removal of any encroachments or projections, ornamental, structural, or otherwise, onto or over the streets adjacent to the Real Property, or onto or over property contiguous or adjacent thereto, and including without limitation, all zoning, building code, environmental protection and equal employment opportunity laws, statutes, ordinances, orders, rules, regulations, restrictions, and requirements.
- 2.13 <u>Beneficiary's Right to Cure Trustors Default</u>. If Trustors fail to pay any sum due hereunder prior to delinquency, whether for taxes, insurance premiums, or other charges, Beneficiary may elect, but shall not be obligated, to pay all or part of such items. Trustors agree to repay immediately upon demand all funds so advanced by Beneficiary with interest thereon from the date of such payments until repaid at the rate of eighteen percent (18%) per annum ("Default Rate"), and all of such advances and the interest thereon shall become part of the Obligations and shall be secured by this Deed of Trust.
- 2.14 <u>Effect of Changes in Laws Regarding Taxation</u>. In the event of the passage of any law of the United States or the State of Utah or any other authority having jurisdiction which law for taxation purposes deducts any lien from the value of land, or imposes upon Beneficiary the payment of the whole or

any part of the taxes or assessments or charges or liens herein required to be paid by Trustors, or changes in any way laws relating to the taxation of deeds of trusts or debts secured by deeds of trust or Beneficiary's interest in the Real Property or the manner of collection of taxes, so as to affect this Deed of Trust or the debt secured hereby, then Trustors, upon demand by Beneficiary, shall pay the full amount of such taxes or assessments, or reimburse Beneficiary therefor; provided, if in the opinion of Beneficiary's counsel (a) it may be unlawful to require Trustors to make such payment, or (b) the making of such payment might constitute usury or render the Obligations wholly or partially usurious under any of the terms or provisions of this Deed of Trust, then Beneficiary may elect, by written notice to Trustors, to declare all of the Obligations with interest thereon to be and become due and payable within ninety (90) days of the giving of such notice, or Beneficiary may, at its option, pay whatever amount or portion of such taxes as renders the Obligations unlawful or usurious, in which event Trustors shall concurrently pay the remaining lawful and non-usurious portions or balance of such taxes.

- 2.15 <u>Information to be Supplied by Trustors to Beneficiary</u>. Trustors will deliver to Beneficiary:
  - (a) Within three (3) days after Beneficiary's request in person or five (5) days after Beneficiary's request by mail, a written statement in recordable form executed by Trustors, setting forth the amount then secured by this Deed of Trust and whether any offsets or defenses exist against the Obligations and if any offsets or defenses are alleged to exist, specifying the nature of such alleged offsets or defenses and, as to such other matters relating to the Obligations as Beneficiary may reasonably require; and
  - (b) Within a reasonable time after Beneficiary's request (but in no event longer than thirty (30) days), such other information with respect to the Real Property as Beneficiary reasonably requests from time to time.
- 2.16 Cross Default Effect of Further Security Instruments. If the Obligations are now or hereafter further secured by assignments of Trustors' interests in Leases, conditional assignments of rents, security agreements, financing statements, deeds of trust, collateral assignments, pledges, contracts of guarantee, or other additional securities, any default under the provisions of any such further security shall be a default under this Deed of Trust. Beneficiary may, at its option, exhaust any one or more of such securities as well as security hereunder, either concurrently or independently and in such order as it may determine, and may apply the proceeds to the Obligations without waiving or affecting the status of any breach or default of any right or power, whether contained herein or exercised hereunder or whether contained or exercised under any other security.

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- 2.17 Cost of Defending Title to Real Property. If Beneficiary is made a party to any action affecting this Deed of Trust or the title to the Real Property, Trustors agree that Beneficiary may at its option defend such action. If Beneficiary elects to defend, all court costs and reasonable expenses, including attorneys' fees and costs of evidence of title to the Real Property, shall be reimbursed by Trustors upon demand therefor and until then shall become part of the Obligations and be secured hereby.
- 2.18 Mineral and Other Interests. Trustors agree that making any oil, gas, water, or other mineral lease with respect to all or any part of the Real Property, or the sale or conveyance of any water, oil, gas, or other mineral interest or the right to explore for the same under, through, or upon the Real Property would impair the value of the Real Property as security for performance of the Obligations. Trustors shall have no right, power, or authority to lease all or any part of the Real Property for oil, gas, water, or other mineral purposes, or to grant, assign, or convey any water, oil, gas, or other mineral interest of any nature, or the right to explore for oil, gas, water, and other minerals, without first obtaining Beneficiary's prior written consent, which consent if granted may be subject to such conditions as Beneficiary may solely determine and shall not be valid until recorded. If Trustors make any such lease or attempts to grant water rights or any such oil, gas, or other mineral rights without such prior written consent, then Beneficiary may, without notice or passage of time, declare the same to be an Event of Default.
- 2.19 <u>Character of Real Property</u>. Trustors covenant, warrant, and represent that the transaction contemplated herein is solely a commercial transaction.

# 3. REPRESENTATIONS AND WARRANTIES

To induce Beneficiary to enter into the transactions contemplated by this Deed of Trust, the Guaranty, the Escrow Agreement and the related instruments, Trustors represent and warrant to Beneficiary that as of the date hereof and throughout the term of the Guaranty and the Escrow Agreement until the Obligations are satisfied and all obligations under the Guaranty and the Escrow Agreement and this Deed of Trust are performed:

- 3.1 <u>Liens</u>. Title to the Real Property, or any part thereof is not subject to any liens, encumbrances or defects of any nature whatsoever, whether or not of record, and whether or not customarily shown on title insurance policies, except for the Permitted Exceptions.
- 3.2 <u>Third Party Agreements</u>. Each Third Party Agreement is unmodified and in full force and effect and free from default on the part of each party thereto, and all conditions required to be (or which by their nature can be)

satisfied by any party to date have been satisfied. Trustors have not done or said or omitted to do or say anything which would give to any obligor on any Third Party Agreement any basis for any claims against Beneficiary or any counterclaim to any claim which might be made by Beneficiary against such obligor on the basis of any Third Party Agreement.

3.3 <u>Leases</u>. All representations by Trustors in the Leases are, or when any Leases are executed will be, true and correct.

# 4. ASSIGNMENT OF RENTS AND LEASES

Assignment of Rents. As additional security for the performance 4.1 of the Obligations, Trustors hereby presently and unconditionally assign, transfer, and set over to Beneficiary, all rents, profits, accounts, issues and income now or hereafter derived from the Real Property including all prepaid rent and security deposits (the "Rents") and all right, title, and interest of Trustors in and to the Leases, any modifications or renewals of the Leases and all guaranties of any lessee's obligation under the Leases. Trustors reserve and Beneficiary grants to Trustors a license to collect the Rents. Upon notice to Trustors and the lessees under the Leases, all Rent shall be paid directly to Beneficiary. If an Event of Default occurs, and without regard to the adequacy of its security hereunder and without notice to or demand upon Trustors, Beneficiary shall thereafter have full and complete right and authority to demand, collect, receive, and receipt for the Rents, to take possession of the Real Property without having a receiver appointed, to rent and manage the Real Property from time to time, and to apply the net proceeds of the Rents to the Obligations until all delinquencies, advances, and the Obligations are paid in full or until Beneficiary obtains title to the Real Property through foreclosure or otherwise. Trustor's hereby irrevocably authorize and direct the lessee under the Leases, upon receipt of notice from Beneficiary, to pay thereafter all Rents directly to Beneficiary. Upon the occurrence of an Event of Default, Beneficiary or the holder of the Certificate of Purchase (issued by the Trustee after the Trustee's Sale) may enforce its rights to the Rents by any appropriate civil suit or proceeding. Beneficiary or the holder of such Certificate of Purchase shall be entitled as a matter of right to a receiver for the Real Property without regard to the solvency or insolvency of Trustors or of the then owner of the Real Property or of the Real Property's value. Such receiver shall apply the Rents according to the law and the orders and directions of a court of competent jurisdiction. Neither the foregoing assignment of Rents to Beneficiary nor the exercise by Beneficiary of any of its rights or remedies hereunder shall be deemed to make Beneficiary a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Real Property or the use, occupancy, enjoyment or operation of all or any part of the Real Property, unless and until Beneficiary, in person or by agent, obtains title to the Real Property. The appointment of a receiver for the Real Property by any court at the request of Beneficiary or by agreement with Trustors, or the entering into possession of the Real Property by such receiver, shall not be deemed to make Beneficiary a mortgagee-in-possession or otherwise responsible or liable in any manner with respect to the Real Property or the use, occupancy, enjoyment or operation of all or any part of the Real Property.

# 4.2 Representations and Covenants Regarding the Leases.

- (a) Trustors now are or will be when the Leases are executed the absolute owners of the Leases, with full right and title to assign its interest in the Leases and the Rents.
- (b) The Leases are or when executed will be valid, in full force and effect, and have not been modified or amended except as stated herein.
- (c) There is no outstanding assignment or pledge of Trustors' interest in the Leases or of the Rents.
- (d) Except as disclosed in writing by Trustors to Beneficiary at or before the execution of this Deed of Trust, there are no existing defaults under the provisions of the Leases on the part of either party and all Rents due to date have been collected.
- (e) To the best of Trustors' knowledge, the lessees have no defense, set off, or counterclaim against Trustors.
- (f) No Rents have been or will hereafter be collected more than one month in advance of when Rent is due and payable and no Rents have been or will hereafter be anticipated, discounted, released, waived, compromised, or otherwise discharged except as may be expressly permitted by the Leases.
- (g) Trustors shall not modify, amend, or cancel or terminate the Leases (except where the lessee is in default) or any guarantees of the Leases without the prior written consent of Beneficiary; provided, Trustors may renew, modify or amend the Leases in the ordinary course of business so long as such action does not decrease the monetary obligations of the lessees thereunder, or otherwise decrease the obligations of the lessees or the rights or remedies of the lessor.
- (h) Trustors shall apply the Rents to the payment of all necessary and reasonable operating costs and expenses of the Real Property, debt service on the Obligations, and a reasonable reserve for future expenses, repairs and replacements for the Real Property, before

using the Rents for Trustors' personal use or for any other purpose not for the direct benefit of the Real Property.

- (i) The interest of all lessees under the Leases is and will be as lessee only, with no options to purchase or rights of first refusal.
- (j) Each Lease shall provide for the attornment of the lessee thereunder to any person succeeding to Trustors' interest as the result of any foreclosure or transfer in lieu of foreclosure hereunder, which provision shall be in form and substance approved by Beneficiary. If any Lease provides for the abatement of rent during repair of the demised premises by reason of fire or other casualty, Trustors shall furnish rental insurance to Beneficiary, the policies to be in amount and form and written by such companies as shall be satisfactory to Beneficiary. Each Lease shall remain in full force and effect despite any merger of the interest of Trustors and any lessee thereunder.
- Beneficiary shall be deemed to be the creditor of each (k) lessee in respect of any assignments for the benefit of creditors and any bankruptcy, arrangement, reorganization, insolvency, receivership or other debtor-relief proceedings affecting such lessee (without obligation on the part of Beneficiary, however, to file timely claims in such proceedings or otherwise pursue creditor's rights therein). Beneficiary shall have the right to assign Trustors' right, title and interest in any Leases to any subsequent holder of this Deed of Trust or any participating interest therein or to any person acquiring title to all or any part of the Real Property through foreclosure or otherwise. subsequent assignee shall have all the rights and powers herein provided to Beneficiary. Upon the occurrence of any Event of Default, Beneficiary shall have the right to execute new Leases of any part of the Real Property, including Leases that extend beyond the term of this Deed of Trust. Beneficiary shall have the authority, as Trustors' attorney-in-fact, such authority being coupled with an interest and irrevocable, to sign the name of Trustors and to bind Trustors on all papers and documents relating to the operation, leasing and maintenance of the Real Property.
- (I) Trustors shall promptly: (1) notify Beneficiary in writing of the giving of any notice by any lessee or sublessee to Trustors of any default by Trustors, as lessor under the Leases, in the performance or observance of any of the terms, covenants, or conditions of the Leases to be performed or observed on the part of Trustors, and (2) deliver to Beneficiary a true copy of each such notice.

## 5. EVENTS OF DEFAULT

Each of the following shall constitute an Event of Default ("Event of Default") hereunder (including if Trustors consist of more than one person or entity the occurrence of any of such events with respect to any one or more of such person or entities):

- 5.1 <u>Guaranty Breach</u>. The Guarantors fail to pay within five (5) days after the date due, without notice or demand, any payment due under the Guaranty or the Guarantors fail to perform any other obligation required to be performed pursuant to the terms of the Guaranty within five (5) days of the date of required performance. Provided, if a different period or notice requirement is specified for any particular breach under the Guaranty, such specific provision shall control.
- 5.2 Escrow Agreement Breach. The Trustors fail to pay within five (5) days after the date due, without notice or demand, any payment due under the Escrow Agreement, or the Trustors fail to perform any other obligation required to be performed pursuant to the terms of the Escrow Agreement within five (5) days of the date of request performance. Provided, if a different period of notice, requirement is specified for any particular breach under the Escrow Agreement, such specific provision shall control.
- 5.3 <u>Deed of Trust Breach</u>. Trustors commit any breach in the due observance or performance of any covenant, condition, or agreement contained in this Deed of Trust and Trustors fail to cure such breach within ten days (10) after Beneficiary gives written notice to Trustors of such breach, provided, if a different period or notice requirement is specified for any particular breach under this Deed of Trust such specific provision shall control.
- 5.4 <u>Governmental Control</u>. Any governmental authority takes possession of any part of the property of, or assumes control over the affairs or operations of, or a receiver is appointed for the property of Trustors (or any Guarantor of the Obligations).

## 6. REMEDIES

Upon the occurrence of any Event of Default, Beneficiary shall have the following rights and remedies:

6.1 Entry. Beneficiary in person or by agent or by court-appointed receiver may enter upon, take possession of, manage and operate the Real Property or any part thereof and do all things necessary or appropriate in Beneficiary's sole discretion in connection therewith, including without limitation making and enforcing, and if the same be subject to modification or cancellation, modifying or canceling Leases upon such terms or conditions as Beneficiary

deems proper, obtaining and evicting tenants, and fixing or modifying Rents, contracting for and making repairs and alterations, and doing any and all other acts which Beneficiary deems proper to protect the security thereof. Upon request of Beneficiary, Trustors shall assemble and make available to Beneficiary at the site of the Real Property encumbered hereby any of the Real Property which has been removed therefrom. The entering upon and taking possession of the Real Property, or any part thereof, and the collection of any Rents and the application thereof as aforesaid shall not cure or waive any default theretofore or thereafter occurring or affect any notice or default hereunder or invalidate any act done pursuant to any such default or notice. Notwithstanding continuance in possession of the Real Property or any part thereof by Beneficiary, Trustors or a receiver, and notwithstanding the collection, receipt and application of the Rents, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust or by law or in equity upon or after the occurrence of an Event of Default, including without limitation the right to exercise the power of sale. Any of the actions referred to in this Section may be taken by Beneficiary irrespective of whether any notice of default or election to sell has been given hereunder and without regard to the adequacy of the security for the Obligations hereby secured.

- 6.2 <u>Judicial Action</u>. Beneficiary may bring an action in any court of competent jurisdiction to foreclose this instrument or to enforce any of the covenants and agreements hereof.
- Receiver. Beneficiary shall have the right, with the irrevocable 6.3 consent of Trustors hereby given and evidenced by the execution of this Deed of Trust, to obtain appointment of a receiver by any court of competent jurisdiction without further notice to Trustors, which receiver shall be authorized and empowered to enter upon and take possession of the Real Property, including all personal property used upon or in connection with the Real Property herein conveyed and all bank accounts encumbered by this Deed of Trust and containing funds associated with the Real Property, to let the Real Property, to receive all the Rents due or to become due, and apply the Rents after payment of all necessary charges and expenses to reduction of the Obligations. Trustors hereby assign the Rents to Beneficiary as additional security for the Obligations, together with the Leases and all other documents evidencing the Rents, bank accounts, and any and all deposits held as security under the Leases. At the option of Beneficiary, the receiver shall accomplish such entry and taking possession of the Real Property by actual entry and possession or by notice to Trustors. receiver so appointed by a court of competent jurisdiction shall be empowered to issue receiver's certificates for funds advanced by Beneficiary for the purpose of protecting the value of the Real Property as security for the Obligations. The amounts evidenced by receiver's certificates shall bear interest at the Default Rate and may be added to the cost of redemption if the owners of the Real Property, Trustors, or a junior lienholder redeems at the Trustee's Sale.

- Power of Sale. If any Event of Default occurs, Beneficiary is authorized and empowered, without further notice, to execute or cause the Trustee to execute a written notice of default and of election to cause the Real Property to be sold as required by law or as otherwise provided herein, and the Trustee shall file such notice for record in each county wherein the Real Property or any part thereof is situated. After such filing, the Trustee may lawfully foreclose and shall foreclose the lien of this Deed of Trust, and sell and dispose of the Real Property in masse or in separate parcels (as Beneficiary may elect) and all the right, title, and interest of Trustors therein, at a public auction at any place then authorized by law as may be specified in the notice of such sale, for the price permitted by law (the "Trustee's Sale"), legally required public notice having previously been given of the time and place of such sale. The Trustee, without demand on Trustors, shall sell the Real Property on the date and at the time and place designated in the 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 Trustors to direct the order in which such Real 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 in accordance with applicable law, postpone the sale from time to time until it shall be completed and, in every case, notice of postponement shall be given as required by law. Trustee shall execute and deliver to the purchaser its deed conveying the property so sold, but without any covenant or 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 attorneys' fees; (2) cost of any evidence of title procured in connection with such sale; (3) all sums expended under the terms hereof, not then repaid, with accrued interest as provided herein 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 county in which the sale took place.
- 6.5 Election to Foreclose as a Mortgage. Upon the occurrence of an Event of Default, 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 proceeding all costs and expenses incident thereto, including reasonable attorneys' fees in such amount as shall be fixed by the court. Trustors hereby waive all rights to the marshalling of Trustors' assets encumbered by this Deed of Trust to the fullest extent permitted by law, including the Real Property, and all rights to require the Real Property to be sold in several parcels. The proceeds or avails of such a sale pursuant to

the foreclosure of this Deed of Trust as a mortgage shall first be applied to pay all reasonable fees, charges, costs of conducting such sale and advertising the Real Property, and attorneys' fees as herein provided, second to pay to Beneficiary the then outstanding amount of the Obligations and third to the person so entitled. Beneficiary may purchase all or any part of the Real Property at such sale. Any purchaser at such sale shall not be responsible for the application of the purchase money. During any redemption period subsequent to the such sale, the amount of Beneficiary's bid entered at such sale shall bear interest at the Default Rate.

- 6.6 Attorneys' Fees in the Event of Foreclosure. If this Deed of Trust is foreclosed by the Trustee, the Trustee shall allow a reasonable amount of attorneys' fees for services rendered in the supervision of such foreclosure proceedings as a part of the cost of foreclosure. If the foreclosure proceedings are made through court proceedings, attorneys' fees in an amount determined by the court to be reasonable shall be taxed by the court as a part of the cost of such foreclosure proceedings.
- 6.7 Waiver of Right to Marshall Assets. Trustors, for themselves and for all persons hereafter claiming through or under it or who may at any time hereafter become holders of liens junior to the lien of this Deed of Trust, hereby expressly waives and releases all rights to direct the order in which any of the Real Property shall be sold and to have the Real Property and any other property now or hereafter constituting security for the Obligations marshalled upon any foreclosure of the lien of this Deed of Trust. Beneficiary shall have the right to sell the Real Property as a whole or in separate parcels.
- 6.8 <u>Beneficiary's Remedies Cumulative</u>. Each right, power, and remedy herein conferred upon Beneficiary or the Trustee is cumulative of every other right or remedy of Beneficiary or the Trustee, whether conferred herein or by law, and may be enforced concurrently.

## 7. PARTIAL RELEASES AND RECONVEYANCES

At the written request of Trustors for a partial release of the lien of this Deed of Trust, which request contains

- (a) a legal description of the tract (the "Tract") to be released, and
- (b) either

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- (i) the number of lots in the Tract; or
- (ii) the number of acres in the Tract in the event the Tract is not subject to a Subdivision Plat,

Trustee shall execute and deliver to Trustors a release of said Tract to the extent Trustors have paid, pursuant to the terms of the Escrow Agreement the "Proceeds" with respect to the Tract as defined in said Escrow Agreement.

## 8. MISCELLANEOUS

- 8.1 <u>Severability of Clauses</u>. If any term, covenant, condition, or provision of this Deed of Trust is held to be invalid, illegal, or unenforceable, this Deed of Trust shall be construed without such provision.
- 8.2 <u>Notices</u>. All notices, requests, demands, and other communications hereunder shall be in writing and shall be given (i) by Federal Express (or other established delivery service which maintains delivery records), (ii) by hand delivery or (iii) by certified or registered mail, postage prepaid, return receipt requested, to the Parties at the following addresses, or at such other address as the Parties may designate by written notice in the above manner:

### TO TRUSTORS:

Monte Vista Ranch, L.C., a Utah limited liability company 130 West Main Lehi, Utah 84043

Eagle Mountain Properties, L.C., a Utah limited liability company 130 West Main Lehi, Utah 84043

#### TO BENEFICIARY:

U.S. Bank National Association 107 South Main Street Salt Lake City, Utah 84111 Attention: Kim Galbianth

Such communications may also be given by facsimile transmission, provided any such communication is concurrently given by one of the above methods. Notices shall be deemed effective upon receipt, or upon attempted delivery thereof if delivery is refused by the intended recipient or if delivery is impossible because the intended recipient has failed to provide a reasonable means for accomplishing delivery.

8.3 <u>Waiver</u>. Failure by Beneficiary to insist upon the strict performance of any covenant, agreement, term, or condition of this Deed of Trust or to exercise any right or remedy consequent upon a breach thereof shall not constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No covenant, agreement, term, or condition in this Deed of Trust and

no breach thereof, may be waived, altered, or modified except by a written instrument executed by Beneficiary. The waiver of any breach shall not affect or alter this Deed of Trust, but each and every covenant, agreement, term, and condition of this Deed of Trust shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

- 8.4 <u>Inspection of Real Property</u>. Beneficiary and its authorized representatives may enter and inspect all portions of the Real Property upon reasonable notice and at all reasonable times (subject to the rights of lessees and other occupants of the Real Property).
- 8.5 <u>Binding Effect</u>. This Deed of Trust shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns. If Trustors are now or are ever composed of more than one party, the obligations and warranties contained herein and arising therefrom are and shall be joint and several as to each such party.
- 8.6 Applicable Law. This Deed of Trust shall be governed by the laws of the State of Utah as such laws are applied to agreements between Utah residents entered into and to be performed entirely within the State of Utah.
- 8.7 Beneficiary Not Partner of Trustors: Trustors to Indemnify Beneficiary. The exercise by Beneficiary of any of its rights, privileges or remedies conferred hereunder or under applicable law, shall not be deemed to render Beneficiary a partner or a co-venturer with Trustors or with any other person. Any and all of such actions will be exercised by Beneficiary solely in furtherance of its role as a secured lender advancing funds for use by Trustors as provided in this Deed of Trust. Trustors shall indemnify Beneficiary against any claim by any third party for any injury, damage or liability of any kind arising out of any failure of Trustors to perform their obligations in this transaction, shall notify Beneficiary of any lawsuit based on such claim, and at Beneficiary's election, shall defend Beneficiary therein at Trustors' own expense by counsel satisfactory to Beneficiary or shall pay Beneficiary's costs and attorneys' fees if Beneficiary chooses to defend itself on any such claim.
- 8.8 Entire Agreement. Once this Deed of Trust has been executed, it constitutes the entire agreement between the parties hereto and it may not be modified or amended in any manner other than by supplemental written agreement executed by the parties hereto; provided, all written and oral representations of Trustors, and of any partner, principal or agent of Trustors, previously made to Beneficiary shall be deemed to have been made to induce Beneficiary to enter into the transaction evidenced hereby and shall survive the execution hereof and the closing pursuant hereto.

- 8.9 No Third Party Benefits. This Deed of Trust is made for the sole benefit of Trustors and Beneficiary and their successors and assigns, and no other legal interest of any kind shall be created hereunder or by reason of any of the foregoing. Whether or not Beneficiary elects to employ any or all the rights, powers or remedies available to it under any of the foregoing, Beneficiary shall have no obligation or liability of any kind to any third party by reason of any of the foregoing or any of Beneficiary's actions or omissions pursuant thereto or otherwise in connection with this transaction.
- Effect of Foreclosure on Insurance Claims. In the event of foreclosure of this Deed of Trust, or other transfer of title to the Real Property in extinguishment of the Obligations, all right, title, and interest of Trustors in and to any insurance policies then in force shall pass to the purchaser or grantee. If, prior to any such transfer of title, any claim under any hazard insurance policy has not been paid and distributed in accordance with the terms of this Deed of Trust and any such claim is paid after any such transfer of title, then, to the extent the Obligations were not fully discharged in conjunction with such transfer of title, the insurance proceeds so paid shall be the property of Beneficiary and shall be paid to Beneficiary as payment on the Obligations to the extent not fully discharged, and Trustors hereby assign, transfer, and set over to Beneficiary all of their right, title, and interest in and to such sum. The balance, if any, shall belong to Trustors as their interests may appear. Notwithstanding the above, Trustors shall retain an interest in the insurance policies above described during any redemption period.
- 8.11 <u>Writing Required</u>. No waiver, change, amendment, modification, cancellation, or discharge of any provision of this Deed of Trust, or any part hereof, will be valid unless in writing and signed by the parties hereto.
- 8.12 <u>Headings</u>. Headings of the sections and paragraphs of this Deed of Trust are inserted for convenience only and shall not be deemed to constitute a part hereof.
- 8.13 <u>Successor Trustee</u>. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which the Real 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 law.

IN WITNESS WHEREOF, this Deed of Trust has been executed by Trustors as of the day and year first above written.

## TRUSTORS:

Monte Vista Ranch, L.C., a Utah limited liability company

Eagle Mountain Properties, L.C.,

a Utah limited liability company

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For purposes of accepting the terms and conditions of this Deed of Trust, the Beneficiary hereby executes this Deed of Trust.

BENEFICIARY:

Tto VICE PRESIDENT/MANAGER

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STATE OF UTAH	) : ss				
COUNTY OF UTAH	<u> </u>				
AGREEMENT AND FINANCIN	TRUST, ASSIGNMENT OF RENTS, SECURITY G STATEMENT was acknowledged before me this of Monte liability company.				
NOTARY PUBLIC LOA O. NEBEKER 201 South Main, Ste. 1200 Salt Lake City, Utah B4111 My Commission Expires February 2, 2000 STATE OF UTAH	Soa O. Nebeker  NOTARY PUBLIC				
STATE OF UTAH COUNTY OF UTAH	) : ss. -				
The foregoing DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT was acknowledged before me this day of October, 1997, by					
	Loa Q. Nebeller NOTARY PUBLIC				
NOTARY PUBLIC LOA O. NEBEKER					

NOTARY PUBLIC LOA O. NEBEKER 201 South Main, Ste. 1200 Salt Lake City, Utah 84111 My Commission Expires February 2, 2000 STATE OF UTAH

# EXHIBIT "A"

The following described property commonly situated in Utah County, State of Utah, to wit:

A-1

EXHIBIT "A" Legal Description

Order No. F-W-6589

Parcel 2:

Southeast quarter of the Southwest quarter of Section 8, Township 6 South, Range 1 West, Salt Lake Meridian.

Parcel 3:

Northwest quarter; West half of the Southwest quarter, Lots 2, 3, 6, 7, 8, 9 of Section 17, Township 6 South, Range 1 West, Salt Lake Meridian.

Except therefrom that portion lying within the following described property:

Commencing at a point 385 feet North of the Southeast corner of Section 18, Township 6 South, Range 1 West, Salt Lake Meridian; thence East 3,960 feet; thence North 385 feet; thence West 5,670 feet to the center of County road; thence South 385 feet along center of County road; thence East 1,710 feet to the point of beginning.

Also except therefrom that portion lying within the following described property:

Commencing at a point 1,540 feet North of the Southeast corner of Section 18, Township 6 South, Range 1 West, Salt Lake Meridian; thence West 1,710 feet, more or less, to the center of a County Road; thence North 385 feet; thence East 5,670 feet, more or less; thence South 385 feet; thence West 3,960 feet, more or less, to the point of beginning. Continued.

EXHIBIT "A" CONTINUED (2 ) Legal Description

Order No. F-W-6589

Parcel 4:

All of Section 18, Township 6 South, Range 1 West, Salt Lake Meridian.

Except therefrom that portion lying within the following described property:

Beginning at the center of Section 13, Township 6 South, Range 2 West, Salt Lake Base and Meridian, thence South along the center section line 6,092 feet, more or less, thence East 5,280 feet, more or less, to the Mid section line of Section 19, thence North 3,452 feet, more or less, to the North section line of Section 19, thence East 1,450 feet, more or less, to the center of a county road, thence North along the county road 1,980 feet, more or less, thence West 1,056 feet, more or less, thence North 406 feet, more or less, to the center section line of Section 18, thence West 5,190 feet, more or less, to the point of beginning. (Sod Farm)

Also excepting therefrom that portion lying within the following described property:

Commencing at a point 385 feet North of the Southeast corner of Section 18, Township 6 South, Range 1 West, Salt Lake Meridian; thence East 3,960 feet; thence North 385 feet; thence West 5,670 feet to the center of County road; thence South 385 feet along center of County road; thence East 1,710 feet to the point of beginning.

Also except therefrom that portion lying within the following described property:

Commencing at a point 1,540 feet North of the Southeast corner of Section 18, Township 6 South, Range 1 West, Salt Lake Meridian; thence West 1,710 feet, more or less, to the center of County Road; thence North 385 feet; thence East 5,670 feet, more or less; thence South 385 feet; thence West 3,960 feet, more or less, to the point of beginning.

Also excepting therefrom the Northeast quarter of the Northwest quarter of Section 18.
Township 6 South, Range 1 West.

Parcel 5:

Lots 4, 9, 10, 11, Northwest quarter of Southwest quarter of Section 20, Township 6 South, Range 1 West, Salt Lake Meridian. Also Lots 2 and 3; Northwest quarter of Northwest quarter of Section 20.

Parcel 6:

North 1/2 and the Southwest quarter of Section 15, Township 6 South, Range 2 West, Salt Lake Meridian.

EXHIBIT "A" CONTINUED (3)
Legal Description

Order No. F-W-6589

Excepting therefrom the following legal description:

N1/2 N1/2 N1/2 SE1/4 NE1/4; N1/2 S1/2 N1/2 N1/2 SE1/4 NE1/4; and NE1/4 NE1/4

Parcel 7:

The South half of Section 24, Township 6 South, Range 2 West, Salt Lake Meridian.

Excepting therefrom the following described property:

Beginning at the center of Section 13, Township 6 South, Range 2 West, Salt Lake Base and Meridian, thence South along the center section line 6,092 feet, more or less, thence East 5,280 feet, more or less, to the Mid Section line of Section 19, thence North 3,452 feet, more or less, to the North section line of Section 19, thence East 1,450 feet, more or less, to the center of a county road, thence North along the county road 1,980 feet, more or less, thence West 1,056 feet, more or less, thence North 406 feet, more or less, to the center section line of Section 18, thence West 5,190 feet, more or less, to the point of beginning. (Sod Farm)

Parcel 8:

Lots 2, 3, 4, and the East half of the Southwest quarter, Southeast quarter of Northwest quarter and Southwest quarter of Northeast quarter of Section 28, Township 6 South, Range 1 West, Salt Lake Meridian.

Parcel 9:

Lots 3, 4, and 8, Section 29, Township 6 South, Range 1 West, Salt Lake Meridian.

Parcel 10:

Southeast quarter; East half of Southwest quarter; Southeast quarter of Northwest quarter and Southwest quarter of Northeast quarter of Section 30, Township 6 South, Range 1 West, Salt Lake Meridian. Also Northeast quarter of Northeast quarter of said Section 30.

Parcel 11:

West 3/4 of Section 25, Township 6 South, Range 2 West, Salt Lake Meridian.

Parcel 14:

Northeast quarter of Section 35, Township 6 South, Range 2 West, Salt Lake Meridian.

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EXHIBIT "A" CONTINUED (4 ) Legal Description

Order No. F-W-6589

Parcel 15:

All of Section 36, Township 6 South, Range 2 West, Salt Lake Meridian.

Excluding therefrom the following described real property:

Commencing at a point 82.5 feet East of the Northwest corner of Section 31, Township 6 South, Range 1 West, Salt Lake Base and Meridian and running thence West 412.5 feet, thence South 5,280 feet, thence East 825 feet, thence North 1,056 feet, thence West 412.5 feet, thence North 4,224 feet to the point of beginning.

Southwest quarter of Northeast quarter; Southeast quarter of Northwest quarter; East half of Southwest quarter of Section 31, Township 6 South, Range 1 West, Salt Lake Meridian; also Lots 3 and 4; South half of Southeast quarter and Northeast quarter of Southeast quarter; Northeast quarter of Northwest quarter; North half of Northeast quarter and Lots 1 and 2 of said Section 31.

Excluding therefrom the following described real property:

Commencing at a point 82.5 feet East of the Northwest corner of Section 31, Township 6 South, Range 1 West, Salt Lake Base and Meridian and running thence West 412.5 feet; thence South 5,280 feet, thence East 825 feet, thence North 1,056 feet, thence West 412.5 feet, thence North 4,224 feet to the point of beginning.

Southeast quarter of Northwest quarter; Northeast quarter of Southwest quarter; Northwest quarter of Southeast quarter; Southwest quarter of Northeast quarter; Southwest quarter of Southeast quarter; All of Lot 7 in Section 6, Township 7 South, Range 1 West, Salt Lake Meridian.

EXHIBIT "A" CONTINUED (5 )
Legal Description

Order No. F-W-6589

Parcel 18:

Northeast quarter of Section 13, Township 7 South, Range 2 West, Salt Lake Meridian.

Parcel 19:

West half of Southeast quarter; East half of Southwest quarter of Section 19, Township 7 South, Range 1 West, Salt Lake Meridian.

Parcel 20:

Commencing 100 rods North of the center of Section 30, Township 7 South, Range 1 West, Salt Lake Meridian; thence East 80 rods; thence North 60 rods; thence West 160 rods; thence South 60 rods; thence East 80 rods to beginning.

Parcel 21:

The Southeast quarter of the Southeast quarter of Section 11, and all of Section 14, all in Township 6 South, Range 2 West, Salt Lake Base and Meridian.

Parcel 22:

The South half of the Southeast quarter and the South half of the Southwest quarter of Section 12; All of Section 13; the North half of Section 24; the North half of the Northeast quarter of Section 23; and the Northeast quarter of the Northeast quarter of Section 22, all in Township 6 South, Range 2 West, Salt Lake Base and Meridian.

Excepting therefrom the following described property:

Beginning at the center of Section 13, Township 6 South, Range 2 West, Salt Lake Base and Meridian, thence South along the center section line 6,092 feet, more or less, thence East 5,280 feet, more or less, to the Mid section line of Section 19, thence North 3,452 feet, more or less, to the North section line of Section 19, thence East 1,450 feet, more or less, to the center of a county road, thence North along the county road 1,980 feet, more or less, thence West 1,056 feet, more or less, thence North 406 feet, more or less, to the center section line of Section 18, thence West 5,190 feet, more or less, to the point of beginning. (Sod Farm)

Also excepting therefrom the East half of the Southeast quarter and the Southeast quarter of the Northeast quarter of Section 13, Township 6 South, Range 2 West.

EXHIBIT "A" CONTINUED (6)
Legal Description

Order No. F-W-6589

#### Parcel 23:

The Northwest quarter and the North half of the Southwest quarter and the Southwest quarter of the Southwest quarter of Section 19, Township 6 South, Range 1 West, Salt Lake Base and Meridian.

Excepting therefrom the following described property:

Beginning at the center of Section 13, Township 6 South, Range 2 West, Salt Lake Base and Meridian, thence South along the center section line 6,092 feet, more or less, thence East 5,280 feet, more or less, to the Mid section line of Section 19, thence North 3,452 feet, more or less, to the North section line of Section 19, thence East 1,450 feet, more or less, to the center of a county road, thence North along the county road 1,980 feet, more or less, thence West 1,056 feet, more or less, to the center section line of Section 18, thence West 5,190 feet, more or less, to the point of beginning. (Sod Farm)

Also excepting therefrom that portion described as follows:

That portion of Section 19, Township 6 South, Range 1 West, Salt Lake Base and Meridian, described as follows:

Beginning at a point South 1,918.79 feet and West 82.51 feet from the South quarter corner of Section 18, Township 6 South, Range 1 West, (Based on the Utah State Plane Coordinate System), Salt Lake Base and Meridian; thence North 25.00 feet; thence West 50.00 feet; thence South 50.00 feet; thence East 50.00 feet; thence North 25.00 feet to the point of beginning.

#### Parcel 24:

Commencing at the Northeast corner of Section 7, Township 6 South, Range 1 West, Salt Lake Base and Meridian, thence South 00°25′57" West along the Section line a distance of 1,326.84 feet to the point of beginning; thence North 89°32′25" West along the South line of the North half of the Northeast quarter a distance of 1,873.8 feet, more or less, to the East edge of an existing 60 foot right of way for a county road; thence South 20°22′14" East along said right of way a distance of 146.29 feet; thence South 10°42′35" East along said right of way a distance of 1,449.90 feet; thence South 69°38′52" East a distance of 321.57 feet; thence South 00°21′08" West a distance of 149.99 feet; thence South 89°38′28" East a distance of 1,219.85 feet to a point on the East section line of said Section 7; thence North 00°25′58" East along said section line a distance of 379.58 feet to the East quarter corner of said Section 7; thence North 00°25′57" East along said section line a distance of 1,326.83 feet to the point of beginning.

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#### Parcel 25:

The Southeast quarter of Section 7, Township 6 South, Range 1 West, Salt Lake Base and Meridian, less and excepting the following described parcel and property lying North of the following described parcel:

Commencing 5.75 chains South of the Northeast corner of the Southeast quarter of Section 7, Township 6 South, Range 1 West, Salt Lake Meridian; and running thence South 12.75 chains; thence West 40 chains, thence North 12.75 chains, thence East 40 chains to the point of beginning.

#### Parcel 26:

The Southwest quarter of the Southwest quarter of Section 7, Township 6 South, Range  $\frac{1}{2}$  West.

#### Parcel 27:

Commencing at a point 1,320 feet East and 437.3 feet South of the North quarter corner of Section 11, Township 6 South, Range 2 West, Salt Lake Base and Meridian, thence South 35°37' West 2,590.6 feet, thence South 87°21' East 1,518.8 feet, thence North 2,176.7 feet to the point of beginning.

#### Parcel 28:

The Southwest quarter of the Northeast quarter and the West half of the Southeast quarter and the Southeast quarter of the Southeast quarter of Section 29, Township 6 South, Range 1 West, Salt Lake Base and Meridian.

#### Parcel 29:

Beginning at the center of Section 13, Township 6 South, Range 2 West, Salt Lake Base and Meridian, thence South along the center section line 6,092 feet, more or less, thence East 5,280 feet, more or less, to the Mid section line of Section 19, thence North 3,452 feet, more or less, to the North section line of Section 19, thence East 1,450 feet, more or less, to the center of a county road, thence North along the County road 1,980 feet, more or less, thence West 1,056 feet, more or less, thence North 406 feet, more or less, to the center section line of Section 18, thence West 5,190 feet, more or less, to the point of beginning. (Sod Farm)

#### Parcel 30:

The Northeast quarter of the Northwest quarter of Section 18, Township 6 South, Range 1 West, Salt Lake Base and Meridian.

## Parcel 31:

The Southeast quarter of the Southwest quarter of Section 7, Township 6 South, Range  $\frac{1}{2}$  West, Salt Lake Base and Meridian.

EXHIBIT "A" CONTINUED (8)
Legal Description

Order No. F-W-6589

#### Parcel 32:

The East half of the Southeast quarter and the Southeast quarter of the Northeast quarter of Section 13, Township 6 South, Range 2 West.

Less and excluding the following described property:

Beginning at the center of Section 13, Township 6 South, Range 2 West, Salt Lake Base and Meridian, thence South along the center section line 6,092 feet, more or less, thence East 5,280 feet, more or less, to the Mid Section line of Section 19, thence North 3,452 feet, more or less, to the North Section line of Section 19, thence East 1,450 feet, more or less, to the center of a county road, thence North along the county road 1,980 feet, more or less, thence West 1,056 feet, more or less, thence North 406 feet, more or less, to the center section line of Section 18, thence West 5,190 feet, more or less, to the point of beginning. (Sod Farm)

#### Parcel 33:

The Southeast quarter of the Northeast quarter and the Northeast quarter of the Southeast quarter of Section 11, Township 6 South, Range 2 West, Salt Lake Base and Meridian.

#### Parcel 34:

The South half of the Northwest quarter; the Northwest quarter of the Southwest quarter, all in Section 7, Township 6 South, Range 1 West.

## Parcel 35:

The Southeast quarter of the Northwest quarter; the South half of the Northeast quarter; the North half of the Southeast quarter; and the North half of the Southwest quarter, all in Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian.

## Parcel 36:

Commencing at a point 1540 feet North of the Southeast corner of Section 18, Township 6 South, Range 1 West, Salt Lake Meridian; thence West 1,710 feet, more or less, to the center of County Road; thence North 385 feet; thence East 5,670 feet, more or less; thence South 385 feet; thence West 3,960 feet, more or less, to the point of beginning.

#### Parcel 37:

Commencing at a point 385 feet North of the Southeast corner of Section 18, Township 6 South, Range 1 West, Salt Lake Meridian; thence East 3,960 feet; thence North 385 feet; thence West 5,670 feet to the center of County Road; thence South 385 feet along center of County Road; thence East 1,710 feet to the point of beginning.

EXHIBIT "A" CONTINUED (9) Legal Description

ENT 82305 BK 4410 PG 227

Order No. F-W-6589

Parcel 38:

Commencing at a point 82.5 feet East of the Northwest corner of Section 31, Township 5 South, Range 1 West, Salt Lake Base and Meridian and running thence West 412.5 feet, thence South 5,280 feet, thence East 825 feet, thence North 1,056 feet, thence West 412.5 feet, thence North 4,224 feet to the point of beginning.

Parcel 39:

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Except from the above Parcels 1 through 39, the following described property;

That portion of Section 13 and 24, Township 6 South, Range 2 West, and Section 18 and 19, Township 6 South, Range 1 West, Salt Lake Base and Meridian, in the County of Utah, State of Utah, according to the official plat thereof, described as follows:

Beginning at the South Quarter Corner of Section 18, Township 6 South, Range 1 West, \_\_ (Based on the Utah State Plane Coordinate System); thence along Section line South 89°56′13" East 879.69 feet to the West side of a County road; thence along said County road North 03°07′31" East 1,089.40 feet; thence continuing along said County road North 02°07′48" East 1,130.21 feet to the centerline of a gravel road; thence along said gravel road North 87°43′58" West 1,163.84 feet to a fence line; thence along said fence line North 03°03′20" East 419.66 feet; thence along a fence line North 89°13′44" West\_5,100.88 feet; thence along a fence line South 00°27′05" West 5,966.21 feet; thence along a fence line South 88°55′05" East 4,897.88 feet; thence along a fence line North 03°11′17" East 3,314.01 feet to the Section line; thence along said Section line South 89°54′25′ East 225.58 feet to the point of beginning.

Parcel 40:

Left blank intentionally

Parcel 41:

Left blank intentionally

An easement for ingress and egress and road purposes, over and across a strip of land 30 feet in width, the South line of which is described as follows:

Beginning at a point 30 feet West of the South quarter corner of Section 18,

Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence along the South line of said Section 18, South 89°56′13" East a distance of 909.69 feet to a county road. Said easement is appurtenant to the lands of the Grantee located in Section 19, Township 6 South, Range 1 West. Excepting from the above legal descriptions, the following:

Beginning at the Southeast Section corner of Section 14, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence South 89°59'08" West along the Section line a distance of 1629.49 feet; thence North 00°00'00" East a distance of 3345.46 feet to a point on a non-tangent 1620.00 foot radius curve concave to the West, the center of which bears North 11°58'25" West; thence along said curve an arc length of 4099.70 feet through a central angle of 144°59'50"; thence North 00°42'34" West a distance of 1594.31 feet; thence North 01°11'05" East a distance of 1151.32 feet; thence South 88°05'17" East a distance of 1315.24 feet to the Northeast corner of the Southeast quarter of the Northeast quarter of said Section 11, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence South 02°17'03" West a distance of 1506.54 feet to the East one quarter corner of said Section 11; thence North 86°58'20" East a distance of 1395.08 feet to the Southwest corner of the Southeast quarter of the Northwest quarter of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence North 01°22'02" East a distance of 1461.35 feet to the Northwest corner of the Southeast quarter of the Northwest quarter of said Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence North 88°46'26" East a distance of 1368.27 feet to the Northeast corner of the Southeast quarter of the Northwest quarter of said Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence North 88°43'50" East a distance of 2671.98 feet to the Northeast corner of the Southeast quarter of the Northeast quarter of said Section 12; thence South 89°35'21" East a distance of 2663.74 feet to the Northeast corner of the Southeast quarter of the Northwest quarter of Section 7, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence South 00°16'09' West a distance of 1331.82 feet to the center of said Section 7; thence North 89°38'50" West 1334.15 feet to the Southwest corner of the Southeast quarter of the Northwest quarter of Section 7, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence South 00°21'02" West a distance of 1331.39 feet to the Northeast corner of the Southwest quarter of the Southwest quarter of said Section 7; thence South 89°44'07" East a distance of 1336.04 feet; thence North 27°43'14" East a distance of 122.37 feet; thence East a distance of 2610.45 feet to a point on West Section line of Section 8, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence South 00°25'58" West along said Section line a distance of 1449.34 feet to the Northwest Section corner of Section 17, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°44'57" West a distance Continued.

EXHIBIT "A" CONTINUED (11) Legal Description

ENT 82305 BK 4410 PG 229

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of 2662.70 feet; thence North 89°49′23" West a distance of 231.94 feet; thence South 03°15′22" West a distance of 2659.10 feet; thence North 89°13′41" West a distance of 2314.85 feet to the West quarter corner of Section 18, Township 6 South, Range 1 West; thence North 89°13′41" West a distance of 2648.71 feet to center of Section 13; thence South 01°00′48" West a distance of 2695.76 feet to the South quarter corner of Section 13, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence South 00°19′27" West a distance of 2555.48 feet; thence North 88°59′38" West a distance of 545.79 feet; thence South 00°00′00" West a distance of 252.61 feet; thence North 88°59′38" West a distance of 2123.83 feet; thence North 01°00′15" East a distance of 140.02 feet; thence North 00°46′23" East a distance of 2673.69 feet to the point of beginning;

Commencing at the Northeast corner of Section 7, Township 6 South, Range 1 West, Salt Lake Base and Meridian, thence South 00°25′57" West along the Section line a distance of 1326.84 feet to the point of beginning; thence North 89°32′25" West along the South line of the North half of the Northeast quarter a distance of 1873.82 feet, more or less, to the East edge of an existing 60 foot right of way for a county road; thence South 20°22′14" East along said right of way a distance of 146.29 feet; thence continuing along said right of way South 10°42′35" East a distance of 1449.90 feet; thence South 89°38′52" East a distance of 321.57 feet; thence South 00°21′08" West a distance of 150.00 feet; thence South 89°38′28" East a distance of 1219.88 feet to a point on the East section line of said Section 7; thence North 00°25′58" East along the Section line a distance of 379.58 feet to the East quarter corner of said Section 7; thence North 00°25′57" East along the Section line a distance of 1326.83 feet to the point of beginning.

The Northwest quarter of Section 25, Township 6 South, Range 2 West of the Salt Lake Base and Meridian and the West half of the Northeast quarter of Section 25, Township 6 South, Range 2 West of the Salt Lake Base and Meridian.

#### Parcel 43

Beginning at the Southeast Section corner of Section 14, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence South 89°59′08" West along the Section line a distance of 1629.49 feet; thence North 00°00′00" East a distance of 3345.46 feet to a point on a non-tangent 1620.00 foot radius curve concave to the West, the center of which bears North 11°58′25" West; thence along said curve an arc length of 4099.70 feet through a central angle of 144°59′50"; thence North 00°42′34" West a distance of 1594.31 feet; thence North 01°11′05" East a distance of 1151.32 feet; thence South 88°05′17" East a distance of 1315.24 feet to the Northeast corner of the Southeast quarter of the Northeast quarter of said Section 11, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence South 02°17′03" West a distance of 1506.54 feet to the East one quarter corner of said Section 11; thence North 86°58′20" East a distance of 1395.08 feet to the Southwest corner of the Southeast quarter of the Northwest quarter of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence North 01°22′02" East a distance of 1461.35 feet to the Salt Lake Base and Meridian; thence North 01°22′02" East a distance of 1461.35 feet to the

EXHIBIT "A" CONTINUED (12) Legal Description

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Northwest corner of the Southeast quarter of the Northwest quarter of said Section 12, 3 Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence North 88°46'26" East a distance of 1368.27 feet to the Northeast corner of the Southeast quarter of the Northwest quarter of said Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian, thence North 88°43'50" East a distance of 2671.98 feet to the Northeast corner of the Southeast quarter of the Northeast quarter of said Section 12; thence South 89°35'21" East a distance of 2663.74 feet to the Northeast corner of the Southeast quarter of the Northwest quarter of Section 7, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence South 00°16'09' West a distance of 1331.82 feet to the center of said Section 7; thence North 89°38'50" West 1334.15 feet to the Southwest corner of the Southeast quarter of the Northwest quarter of Section 7, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence South 00°21'02" West a distance of 1331.39 feet to the Northeast corner of the Southwest quarter of the Southwest quarter of said Section 7; thence South 89°44'07" East a distance of 1336.04 feet; thence North 27°43'14" East a distance of 122.37 feet; thence East a distance of 2610.45 feet to a point on West Section line of Section 8, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence 🚐 South 00°25'58" West along said Section line a distance of 1449.34 feet to the Northwest Section corner of Section 17, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°44'57" West a distance of 2662.70 feet; thence North 89°49'23" West\_a \_\_ distance of 231.94 feet; thence South 03°15'22" West a distance of 2659.10 feet; thence North 89°13'41" West a distance of 2314.85 feet to the West quarter corner of Section 18, Township 6 South, Range 1 West; thence North 89°13'41" West a distance of 2648.71 feet to center of Section 13; thence South 01°00'48" West a distance of 2695.76 feet to the South quarter corner of Section 13, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence South 00°19'27" West a distance of 2555.48 feet; thence North 88°59'38" West\_a distance of 545.79 feet; thence South 00°00'00" West a distance of 252.61 feet; thence North 88°59'38" West a distance of 2123.83 feet; thence North 01°00'15" East a distance of 140.02 feet; thence North 00°46'23" East a distance of 2673.69 feet to the point of beginning;

Commencing at the Northeast corner of Section 7, Township 6 South, Range 1 West, Salt Lake Base and Meridian, thence South 00°25'57" West along the Section line a distance of 1326.84 feet to the point of beginning; thence North 89°32'25" West along the South line of the North half of the Northeast quarter a distance of 1873.82 feet, more or less, to the East edge of an existing 60 foot right of way for a county road; thence South 20°22'14" East along said right of way a distance of 146.29 feet; thence continuing along said right of way South 10°42'35" East a distance of 1449.90 feet; thence South 89°38'52". East a distance of 321.57 feet; thence South 00°21'08" West a distance of 150.00 feet; thence South 89°38'28" East a distance of 1219.88 feet to a point on the East section line of said Section 7; thence North 00°25'58" East along the Section line a distance of 379\_58 feet to the East quarter corner of said Section 7; thence North 00°25'57" East along the Section line a distance of 1326.83 feet to the point of beginning.

EXHIBIT "A" CONTINUED (13) Legal Description

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The Northwest quarter of Section 25, Township 6 South, Range 2 West of the Salt Lake Base and Meridian and the West half of the Northeast quarter of Section 25, Township 6 South, Range 2 West of the Salt Lake Base and Meridian.

Excepting therefrom the following:

Commencing at a point which is North 02°25'52" East along the Section line a distance of 438.53 feet and West a distance of 328.63 feet from the GLO monument for the Southeast corner of Section 12, Township 6 South, Range 2 West of the Salt Lake Base and Meridian: thence South 23°07'39" West a distance of 76.54 feet; thence South 02°44'45" East a distance of 84.14 feet; thence South 51°56'25" West a distance of 141.37 feet; thence North 77°18'17" West a distance of 83.46 feet; thence South 79°30'59" West a distance of 76.57 feet; thence North 86°27'26" West a distance of 77.46 feet; thence North 80°25'11" West a distance of 179.30 feet; thence North 09°34'49" East a distance of 108.53 feet to a point on a non-tangent curve concave to the Southeast having a radius of 52.44 feet the center of which bears South 33°26'17" East; thence along said curve through a central angle of 47°19'06" a distance of 43.31 feet; thence South 09°14'37" West a distance of 115.48 feet to a point on a tangent curve concave to the Northeast having a radius of 20.00 feet; thence along said curve through a central angle of 90°22'33" a distance of 31.55 feet to a point on a non-tangent curve concave to the Northeast having a radius of 9953.50 feet the center of which bears North 08°52'04" East; thence along said curve through a central angle of 00°53'18" a distance of 154.32 feet to a point on a non-tangent curve concave to the Northwest having a radius of 20.00 feet the center of which bears North 09°45'22" East; thence along said curve through a central angle of 90°30'45" a distance of 31.59 feet; thence North 09°14'37" East a distance of 114.69 feet to a point on a tangent curve to the left concave to the Southwest having a radius of 54.34 feet; thence along said curve through a central angle of 48°40'15" a distance of 46.16 feet; thence South 09°34'49" West a distance of 109.30 feet; thence North 80°25'11" West a distance of 179.31 feet; thence North 74°17'04" West a distance of 77.45 feet; thence North 60°23'17" West a distance of 76.20 feet; thence North 85°01'26" West a distance of 86.27 feet; thence North 32°29'47" West a distance of 136.73 feet; thence North 20°55'31" East a distance of 89.68 feet; thence North 03°22'15" West a distance of 82.40 feet; thence North 09°42'09" East a distance of 62.13 feet; thence North 20°54'18" East a distance of 63.68 feet; thence North 17°45'08" East a distance of 57.33 feet; thence North 28°28'14" West a distance of 65.40 feet; thence North 15°34'36" West a distance of 64.52 feet; thence North 01°03'57" West a distance of 74.98 feet; thence North 15°49'50" East a distance of 100.07 feet; thence North 26°39'16" East a distance of 65.70 feet; thence North 23°45'40" East a distance of 49.98 feet; thence North 25°21'03" East a distance of 74.59 feet; thence North 30°01'10" East a distance of 111.75 feet; thence North 05°41'37" East a distance of 81.42 feet; thence North 59°15'18" East a distance of 142.24 feet; thence South 66°30'29" East a distance of 86.62 feet; thence South 89°25'45" East a distance of 96.84 feet; thence South 83°41'41" East a distance of 220.59 feet; thence South 83°40'53" East a distance of 57.09 feet; thence South 80°38'26" East a distance of

Parcel 42:

An easement for ingress and egress and road purposes, over and across a strip of land 30 feet in width, the South line of which is described as follows: Beginning at a point 30 feet West of the South quarter corner of Section 18, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence along the South line of said Section 18, South 89°56'13" East a distance of 909.69 feet to a county road. Said easement is appurtenant to the lands of the Grantee located in Section 19, Township 6 South, Range 1 West. Excepting from the above legal descriptions, the following:

Beginning at the Southeast Section corner of Section 14, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence South 89°59'08" West along the Section line a distance of 1629.49 feet; thence North 00°00'00" East a distance of 3345.46 feet to a point on a non-tangent 1620.00 foot radius curve concave to the West, the center of which bears North 11°58'25" West; thence along said curve an arc length of 4099.70 feet through a central angle of 144°59'50"; thence North 00°42'34" West a distance of 1594.31 feet; thence North 01°11'05" East a distance of 1151.32 feet; thence South 88°05'17" East a distance of 1315.24 feet to the \_ Northeast corner of the Southeast quarter of the Northeast quarter of said Section 11, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence South 02°17'03" West a distance of 1506.54 feet to the East one quarter corner of said Section 11; thence North 86°58'20" East a distance of 1395.08 feet to the Southwest corner of the Southeast quarter of the Northwest quarter of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence North 01°22'02" East a distance of 1461.35 feet to the Northwest corner of the Southeast quarter of the Northwest quarter of said Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence North 88°46'26" East a distance of 1368.27 feet to the Northeast corner of the Southeast quarter of the Northwest quarter of said Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence North 88°43'50" East a distance of 2671.98 feet to the Northeast corner of the Southeast quarter of the Northeast quarter of said Section 12; thence South 89°35'21" East a distance of 2663.74 feet to the Northeast corner of the Southeast quarter of the Northwest quarter of Section 7, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence South 00°16'09' West a distance of 1331.82 feet to the center of said Section 7; thence North 89°38'50" West 1334.15 feet to the Southwest corner of the Southeast quarter of the Northwest quarter of Section 7, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence South 00°21'02" West a distance of 1331.39 feet to the Northeast corner of the Southwest quarter of the Southwest quarter of said Section 7; thence South 89°44'07" East a distance of 1336.04 feet; thence North 27°43'14" East a distance of 122.37 feet; thence East a distance of 2610.45 feet to a point on West Section line of Section 8, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence South 00°25'58" West along said Section line a distance of 1449.34 feet to the Northwest Section corner of Section 17, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°44'57" West a distance Continued.

EXHIBIT "A" CONTINUED (11) Legal Description

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of 2662.70 feet; thence North 89°49′23" West a distance of 231.94 feet; thence South 03°15′22" West a distance of 2659.10 feet; thence North 89°13′41" West a distance of 2314.85 feet to the West quarter corner of Section 18, Township 6 South, Range 1 West; thence North 89°13′41" West a distance of 2648.71 feet to center of Section 13; thence South 01°00′48" West a distance of 2695.76 feet to the South quarter corner of Section 13, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence South 00°19′27" West a distance of 2555.48 feet; thence North 88°59′38" West a distance of 545.79 feet; thence South 00°00′00" West a distance of 252.61 feet; thence North 88°59′38" West a distance of 2123.83 feet; thence North 01°00′15" East a distance of 140.02 feet; thence North 00°46′23" East a distance of 2673.69 feet to the point of beginning;

Commencing at the Northeast corner of Section 7, Township 6 South, Range 1 West, Salt Lake Base and Meridian, thence South 00°25′57" West along the Section line a distance of 1326.84 feet to the point of beginning; thence North 89°32′25" West along the South line of the North half of the Northeast quarter a distance of 1873.82 feet, more or less, to the East edge of an existing 60 foot right of way for a county road; thence South 20°22′14" East along said right of way a distance of 146.29 feet; thence continuing along said right of way South 10°42′35" East a distance of 1449.90 feet; thence South 89°38′52" East a distance of 321.57 feet; thence South 00°21′08" West a distance of 150.00 feet; thence South 89°38′28" East a distance of 1219.88 feet to a point on the East section line of said Section 7; thence North 00°25′58" East along the Section line a distance of 379.58 feet to the East quarter corner of said Section 7; thence North 00°25′57" East along the Section line a distance of 1326.83 feet to the point of beginning.

The Northwest quarter of Section 25, Township 6 South, Range 2 West of the Salt Lake Base and Meridian and the West half of the Northeast quarter of Section 25, Township 6 South, Range 2 West of the Salt Lake Base and Meridian.

#### Parcel 43

Beginning at the Southeast Section corner of Section 14, Township 6 South, Range 2 West\_Salt Lake Base and Meridian; thence South 89°59'08" West along the Section line a distance of 1629.49 feet; thence North 00°00'00" East a distance of 3345.46 feet to a point on a non-tangent 1620.00 foot radius curve concave to the West, the center of which bears North 11°58'25" West; thence along said curve an arc length of 4099.70 feet through a central angle of 144°59'50"; thence North 00°42'34" West a distance of 1594.31 feet; thence North 01°11'05" East a distance of 1151.32 feet; thence South 88°05'17" East a distance of 1315.24 feet to the Northeast corner of the Southeast quarter of the Northeast quarter of said Section 11, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence South 02°17'03" West a distance of 1506.54 feet to the East one quarter corner of said Section 11; thence North 86°58'20" East a distance of 1395.08 feet to the Southwest corner of the Southeast quarter of the Northwest quarter of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence North 01°22'02" East a distance of 1461.35 feet to the

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Northwest corner of the Southeast quarter of the Northwest quarter of said Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence North 88°46'26" East a distance of 1368.27 feet to the Northeast corner of the Southeast quarter of the Northwest quarter of said Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian, thence North 88°43'50" East a distance of 2671.98 feet to the Northeast corner of the Southeast quarter of the Northeast quarter of said Section 12; thence South 89°35'21" East a distance of 2663.74 feet to the Northeast corner of the Southeast quarter of the Northwest quarter of Section 7, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence South 00°16'09' West a distance of 1331.82 feet to the center of said Section 7; thence North 89°38'50" West 1334.15 feet to the Southwest corner of the Southeast quarter of the Northwest quarter of Section 7, Township 6 South, Range 1 West Salt Lake Base and Meridian; thence South 00°21'02" West a distance of 1331.39 feet to the Northeast corner of the Southwest quarter of the Southwest quarter of said Section 1; thence South 89°44'07" East a distance of 1336.04 feet; thence North 27°43'14" East a distance of 122.37 feet; thence East a distance of 2610.45 feet to a point on West Section line of Section 8, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence South 00°25'58" West along said Section line a distance of 1449.34 feet to the Northwest Section corner of Section 17, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°44'57" West a distance of 2662.70 feet; thence North 89°49'23" West a distance of 231.94 feet; thence South 03°15'22" West a distance of 2659.10 feet; thence North 89°13'41" West a distance of 2314.85 feet to the West quarter corner of Section 18, Township 6 South, Range 1 West; thence North 89°13'41" West a distance of 2648.71 feet to center of Section 13; thence South 01°00'48" West a distance of 2695.76 feet to the South quarter corner of Section 13, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence South 00°19'27" West a distance of 2555.48 feet; thence North 88°59'38" West a distance of 545.79 feet; thence South 00°00'00" West a distance of 252.61 feet; thence North 88°59'38" West a distance of 2123.83 feet; thence North 01°00'15" East a distance of 140.02 feet; thence North 00°46'23" East a distance of 2673.69 feet to the point of beginning;

Commencing at the Northeast corner of Section 7, Township 6 South, Range 1 West, Salt Lake Base and Meridian, thence South 00°25′57" West along the Section line a distance of 1326.84 feet to the point of beginning; thence North 89°32′25" West along the South line of the North half of the Northeast quarter a distance of 1873.82 feet, more or less, to the East edge of an existing 60 foot right of way for a county road; thence South 20°22′14" East along said right of way a distance of 146.29 feet; thence continuing along said right of way South 10°42′35" East a distance of 1449.90 feet; thence South 89°38′52" East a distance of 321.57 feet; thence South 00°21′08" West a distance of 150.00 feet; thence South 89°38′28" East a distance of 1219.88 feet to a point on the East section line of said Section 7; thence North 00°25′58" East along the Section line a distance of 379.58 feet to the East quarter corner of said Section 7; thence North 00°25′57" East along the Section line a distance of 1326.83 feet to the point of beginning.

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The Northwest quarter of Section 25, Township 6 South, Range 2 West of the Salt Lake Base and Meridian and the West half of the Northeast quarter of Section 25, Township 6 South, Range 2 West of the Salt Lake Base and Meridian.

Excepting therefrom the following:

Commencing at a point which is North 02°25'52" East along the Section line a distance of 438.53 feet and West a distance of 328.63 feet from the GLO monument for the Southeast corner of Section 12, Township 6 South, Range 2 West of the Salt Lake Base and Meridian thence South 23°07'39" West a distance of 76.54 feet; thence South 02°44'45" East a\_\_\_\_ distance of 84.14 feet; thence South 51°56'25" West a distance of 141.37 feet; thence North 77°18'17" West a distance of 83.46 feet; thence South 79°30'59" West a distance of 76.57 feet; thence North 86°27'26" West a distance of 77.46 feet; thence North 80°25'11" West a distance of 179.30 feet; thence North 09°34'49" East a distance of 108.53 feet to a point on a non-tangent curve concave to the Southeast having a radius of 52.44 feet the center of which bears South 33°26'17" East; thence along said curve through a central angle of 47°19'06" a distance of 43.31 feet; thence South 09°14'37" West a distance of 115.48 feet to a point on a tangent curve concave to the Northeast having a radius of 20.00 feet; thence along said curve through a central angle of 90°22'33" a distance of 31.55 feet to a point on a non-tangent curve concave to the Northeast having a radius of 9953.50 feet the center of which bears North 08°52'04" East; thence along said curve through a central angle of 00°53'18" a distance of 154.32 feet to a point on a non-tangent curve concave to the Northwest having a radius of 20.00 feet the center of which bears North 09°45'22" East; thence along said curve through a central angle of 90°30'45" a distance of 31.59 feet; thence North 09°14'37" East a distance of 114.69 feet to a point on a tangent curve to the left concave to the Southwest having a radius of 54.34 feet; thence along said curve through a central angle of 48°40'15" a distance of 46.16 feet; thence South 09°34'49" West a distance of 109.30 feet; thence North 80°25'11" West a distance of 179.31 feet; thence North 74°17'04" West a distance of 77.45 feet; thence North 60°23'17" West a distance of 76.20 feet; thence North 85°01'26" West a distance of 86.27 feet; thence North 32°29'47" West a distance of 136.73 feet; thence North 20°55'31" East a distance of 89.68 feet; thence North 03°22'15" West a distance of 82.40 feet; thence North 09°42'09" East a distance of 62.13 feet; thence North 20°54'18" East a\_\_\_ distance of 63.68 feet; thence North 17°45'08" East a distance of 57.33 feet; thence North 28°28'14" West a distance of 65.40 feet; thence North 15°34'36" West a distance of 64.52. feet; thence North 01°03'57" West a distance of 74.98 feet; thence North 15°49'50" East a distance of 100.07 feet; thence North 26°39'16" East a distance of 65.70 feet; thence North 23°45'40" East a distance of 49.98 feet; thence North 25°21'03" East a distance of 74.59 feet; thence North 30°01'10" East a distance of 111.75 feet; thence North 05°41'37" East a distance of 81.42 feet; thence North 59°15'18" East a distance of 142.24 feet; thence South 66°30'29" East a distance of 86.62 feet; thence South 89°25'45" East a distance of 96.84 feet; thence South 83.41.41" East a distance of 220.59 feet; thence = South 83°40'53" East a distance of 57.09 feet; thence South 80°38'26" East a distance of

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50.27 feet; thence South 80°25'11" East a distance of 113.19 feet; thence South 76°09'25" East a distance of 55.84 feet; thence South 69°05'50" East a distance of 82.64 feet; thence South 60°37'59" East a distance of 81.15 feet; thence South 86°36'57" East a distance of 81.27 feet; thence South 33°03'16" East a distance of 142.24 feet; thence South 21°10'57" West a distance of 86.10 feet; thence South 07°22'59" East a distance of 160.01 feet; thence South 13°35'12" East a distance of 59.15 feet; thence South 01°26'46" West a distance of 60.96 feet; thence South 07°45'49" West a distance of 76.73 feet; thence South 20°30'41" West a distance of 63.24 feet; thence South 27°58'26" West a distance of 63.43 feet; thence South 18°31'44" West a distance of 120.96 feet; thence South 13°50'30" West a distance of 59.77 feet; thence South 09°54'32" West a distance of 68.15 feet to the point of beginning.

EXCEPTING FROM PARCELS 2 THROUGH 43 THE FOLLOWING LEGAL DESCRIPTIONS:

Less and excepting the following described legals:

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# Exception Page 1:

Beginning at a point that lies North 89°32′35" West 117.77 feet along the Section line and South 421.51 feet from the North quarter corner of Section 13, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence West 200.00 feet; thence South 200.00 feet; thence East 198.42 feet; thence North 00°27′08" East 200.01 feet to the point of beginning of this description.

## Exception Page 2:

Commencing at a point which is North 89°40′07" West along the Section line a distance of 814.26 feet from the GLO monument for the South quarter corner of Section 8, Township 6 South, Range 1 West of the Salt Lake Base and Meridian; thence North 00°19′53" East a distance of 190.00 feet; thence North 89°40′07" West a distance of 229.263 feet; thence South 00°19′53" West a distance of 190.00 feet; thence South 89°40′07" East a distance of 229.263 feet.

## Exception Page 3:

Beginning at the Southwest corner of Section 24, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence along the Section line North 00°26'02" East 2524.16 feet; thence South 88°59'38" East 2122.43 feet; thence North 252.61 feet; thence South 88°59'38" East 545.79 feet; thence South 00°19'23" West 112.58 feet; thence South 00°19'27" West 2664.85 feet to the South quarter corner of said Section 24; thence along the Section line North 88°58'49" West 2671.63 feet to the point of beginning.

#### Exception Page 4:

Distance of 954.79 feet and North a distance of 575.85 feet from the monument for the Southern quarter corner of Section 12, Township 6 South, Range 2 West of the Salt Lake Base and Meridian; thence South 53°50′10" East a distance of 81.54 \_\_\_\_\_ feet; thence East a distance of 102.14 feet; thence North 08°56′01" East a distance of 214.82 feet; thence West a distance of 125.68 feet; thence South 08°26′07" West a distance of 57.83 feet to a point on a tangent curve with a radius of 157.00 feet the beginning radial of which bears North 81°33′53" West; thence along said curve a distance of 129.92 feet through a central angle of 47°24′41" to the point of beginning.

#### Exception Page 5:

A 125 foot wide ingress and egress parcel known as Eagle Mountain Boulevard, the Continued.  $\pm$ 

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center line being described as follows:

Commencing at the Southerly boundary of State Road 73, said point being North a distance of 1113.05 feet and East a distance of 489.07 feet from the Southwest corner of Section\_ 23, Township 5 South, Range 2 West, Salt Lake Base and Meridian; thence South 27°52′21"\_\_\_\_ East a distance of 203.84 feet to the beginning of a tangent curve concave to the West having a radius of 762.50 feet; thence along the arc of said curve a distance of 871.53 feet through a central angle of 65°29'20"; thence South 37°36'58" West a distance of 109.96 feet to the beginning of a tangent curve concave to the Southeast having a radius of 1937.50 feet, thence along the arc of said curve a distance of 1239.67 feet, through a central angle of 36°39'34"; thence South 00°57'24" West a distance of 1531.33 feet; thence South 00°57'39" West a distance of 2656.58 feet; thence South 00°48'06" West a distance of 2653.41 feet; thence South 00°43'49" West a distance of 2463.16 feet to the beginning of a tangent curve concave to the Northeast having a radius of 1800.00 feet, thence along the arc of said curve a distance of 1834.18 feet, through a central angle of 58°23'01" to the Southerly boundary of Section 35, Township 5 South, Range 2 West, Salt Lake Base and Meridian; thence South 57°39'12" East a distance of 1262.60 feet to the beginning of a tangent curve concave to the Southwest having a radius of 2500.00 feet, thence along the arc of said curve a distance of 2526.96 feet, through a central angle of 57°54'49"; thence South 00°15'37" West a distance of 1678.30 feet to the beginning of a tangent curve\_\_\_\_ concave to the East, having a radius of 2700.00 feet, thence along the arc of said curve a distance of 330.88 feet, through a central angle of 07°01'17" to the Northerly boundary of the Southeast 1/4 of the Northeast 1/4 of Section 11, Township 6 South, Range 2 West, Salt Lake Base and Meridian.

Exception Page 6:

A 125 foot right of way known as Eagle Mountain Boulevard; the centerline of which is described as follows:

Beginning at a point that lies South 02°17′05" West 1468.88 feet along the Section line and West 1128.98 feet from the Northeast corner of Section 11, Township 6 South, Range 2 West Salt Lake Base and Meridian; said point is also the beginning of a 2700 foot radius curve concave to the Northeast at centerline station 16+89.47, a radial line bears North 83°14′20" East; thence Southeasterly along said curve an arc length of 2140.08 feet, through a central angle of 45°24′50" to the beginning of a compound curve concave to the Northeast and having a radius of 10000 feet, a radial line bears North 37°49′29" East; thence Southeasterly along said curve an arc length of 6542.96 feet, through a central angle of 37°29′18" thence South 89°39′49" East 3506.49 feet to the beginning of a tangent curve concave to the Southwest and having a radius of 3000 feet, a radial line bears South 00°20′11" West; thence Southeasterly along said curve an arc length of 1221.00 feet.

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through a central angle of 23°19'10" to the end of construction at centerline station 151+00.

Exception Page 7:

A 100 foot right of way known as Sweetwater Road; the centerline of which is described as follows;

Beginning at a point that lies North 00°25′52" East 744.45 feet along the Section line and West 2477.13 feet from the Southeast corner of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence South 18°55′24" West 225.89 feet to the centerline intersection of Eagle Mountain Boulevard and Sweet Water Road. Thence South 18°55′24" West 251.79 feet to a point on a tangent curve concave to the East having a radius of 2000 feet, a radial line bears South 71°04′36" East; thence Southerly along said curve an arc length of 644.77 feet through a central angle of 18°28′16"; thence South 00°27′08" West 8220.86 feet to the South end of Sweetwater Road.

Exception Page 8:

Commencing at a point which is North 00°25'52" East along the Section line a distance of 438.53 feet and West a distance of 328.63 feet from the GLO monument for the Southeast  $\equiv$ corner of Section 12, Township 6 South, Range 2 West of the Salt Lake Base and Meridian? thence South 23°07'39" West a distance of 76.54 feet; thence South 02°44'45" East a distance of 84.14 feet; thence South 51°56'25" West a distance of 141.37 feet; thence North 77°18'17" West a distance of 83.46 feet; thence South 79°30'59" West a distance of 76.57 feet; thence North 86°27'26" West a distance of 77.46 feet; thence North 80°25'11" West a distance of 179.30 feet; thence North 09°34'49" East a distance of 108.53 feet to a point on a non-tangent curve concave to the Southeast having a radius of 52.44 feet the center of which bears South 33°26'17" East; thence along said curve through a central angle of 47°19'06" a distance of 43.31 feet; thence South 09°14'37" West a distance of 115.48 feet to a point on a tangent curve concave to the Northeast having a radius of 20.00 feet; thence along said curve through a central angle of 90°22'33" a distance of 31.55 feet to a point on a non-tangent curve concave to the Northeast having a radius of 9953.50 feet the center of which bears North 08°52'04" East; thence along said curve through a central angle of 00°53'18" a distance of 154.32 feet to a point on a non-tangent curve concave to the Northwest having a radius of 20.00 feet the center of which bears : North 09°45'22" East; thence along said curve through a central angle of 90°30'45" a distance of 31.59 feet; thence North 09°14'37" East a distance of 114.69 feet to a point on a tangent curve to the left concave to the Southwest having a radius of 54.34 feet; thence along said curve through a central angle of 48°40'15" a distance of 46.16 feet; thence South 09°34'49" West a distance of 109.30 feet; thence North 80°25'11" West a

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distance of 179.31 feet; thence North 74°17'04" West a distance of 77.45 feet; thence North 60°23'17" West a distance of 76.20 feet; thence North 85°01'26" West a distance of 86.27 feet; thence North 32°29'47" West a distance of 136.73 feet; thence North 20°55'31 East a distance of 89.68 feet; thence North 03°22'15" West a distance of 82.40 feet; thence North 09°42'09" East a distance of 62.13 feet; thence North 20°54'18" East\_a distance of 63.68 feet; thence North 17°45'08" East a distance of 57.33 feet; thence North 28°28'14" West a distance of 65.40 feet; thence North 15°34'36" West a distance of 64.52 feet; thence North 01°03'57" West a distance of 74.98 feet; thence North 15°49'50" East a distance of 100.07 feet; thence North 26°39'16" East a distance of 65.70 feet; thence North 23°45'40" East a distance of 49.98 feet; thence North 25°21'03" East a distance of 74.59 feet; thence North 30°01'10" East a distance of 111.75 feet; thence North 05°41'37" East a distance of 81.42 feet; thence North 59°15'18" East a distance of 142.24 feet; thence South 66°30'29" East a distance of 86.62 feet; thence South 89°25'45" East a distance of 96.84 feet; thence South 83°41'41" East a distance of 220.59 feet; thence South 83°40'53" East a distance of 57.09 feet; thence South 80°38'26" East a distance of 50.27 feet; thence South 80°25'11" East a distance of 113.19 feet; thence South 76°09'25" East a distance of 55.84 feet; thence South 69°05'50" East a distance of 82.64 feet; thence South 60°37'59" East a distance of 81.15 feet; thence South 86°36'57" East a... distance of 81.27 feet; thence South 33°03'16" East a distance of 142.24 feet; thence South 21°10'57" West a distance of 86.10 feet; thence South 07°22'59" East a distance of 160.01 feet; thence South 13°35'12" East a distance of 59.15 feet; thence South 01°26'46" West a distance of 60.96 feet; thence South 07°45'49" West a distance of 76.73 feet; thence South 20°30'41" West a distance of 63.24 feet; thence South 27°58'26" West a\_ distance of 63.43 feet; thence South 18°31'44" West a distance of 120.96 feet; thence South 13°50'30" West a distance of 59.77 feet; thence South 09°54'32" West a distance of 68.15 feet to the point of beginning.

Exception Page 10:

Beginning at a point that lies South 89°44′57" East 58.48 feet along the Section line and North 47.87 feet from the South quarter corner of Section 7, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence North 00°00′46" West 1373.62 feet; thence East 1030.48 feet; thence South 06°47′19" West 129.04 feet; thence South 07°47′43" West 184.54 feet; thence South 08°23′19" West 239.09 feet; thence South 09°10′38" West 213.39; thence South 06°07′11" West 130.86 feet; thence South 05°19′05" West 101.21 feet; thence South 03°28′55" West 87.53 feet; thence South 01°03′51" East 103.22 feet; thence South 02°36′59" East 184.35 feet; thence North 89°39′49" West 902.82 feet to the point of beginning of this description.

Exception Page 11:

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281.07 feet from the Northeast corner of Section 13, Township 6 South, Range 2 West, Salt Lake Base and Meridian; said point of beginning being on the South right of way line of Eagle Mountain Boulevard and being a point on a 10046.50 foot radius curve, the center of which bears North 05°20′29" East; thence 96.01 feet along said curve through a central angle of 00°32′51"; thence South a distance of 1272.09 feet; thence East a distance of 1523.27 feet; thence North a distance of 1216.01 feet to the South right of way line of Eagle Mountain Boulevard; thence North 89°39′49" West along said right of way line a distance of 551.49 feet to a 10046.50 foot radius curve, the center of which bears North 00°20′11" East; thence 877.60 feet along said curve through a central angle of 05°00′18" to the point of beginning.

# Exception Page 12:

Beginning at a point which is South a distance of 1768.67 feet and West a distance of 28.40 feet from the monument for the North quarter corner of Section 13, Township 6 South, Range 2 West of the Salt Lake Base and Meridian; thence South 89°54′51" East a distance of 2319.01 feet; thence South 89°10′00" East a distance of 137.82 feet; thence North 01°23′09" East a distance of 48.08 feet; thence South 89°11′48" East a distance of 539.98 feet; thence South 00°48′12" West a distance of 525.00 feet; thence South 89°11′48" East a distance of 37.89 feet; thence South 01°16′12" West a distance of 392.72 feet; thence North 89°13′41" West a distance of 3026.64 feet; thence North 00°27′08" East a distance of 842.33 feet to the point of beginning.