



WHEN RECORDED, MAIL TO:

Matthew T. Wirthlin, Esq.
Holland & Hart LLP
222 South Main, Suite 2200
SALT LAKE CITY, UTAH 84101

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03/31/2011 03:33 PM \$35.00
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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
NATIONAL TITLE AGENCY LLC
5295 S COMMERCE DR #250
MURRAY UT 84107
BY: ZJM, DEPUTY - WI 13 P.

THIRD TRUST DEED

THIS TRUST DEED (the "Trust Deed") is made and entered into this ^{30th} day of March, 2011, by Parkhill Homeowners Cooperative Association, a Utah non-profit corporation (the "Trustor"), in favor of National Title Agency, LLC (the "Trustee"), and Housing Authority of the County of Salt Lake, a corporate and body politic of the State of Utah (the "Beneficiary").

WITNESSETH:

The Trustor hereby conveys, warrants, and transfers to Trustee, in trust, with power of sale, the following-described real property situated in the County of Salt Lake, State of Utah:

See Exhibit "A" attached hereto and incorporated herein by reference,

TOGETHER WITH all rents, issues, and profits of the Property, subject, however, to the right, power, and authority given to and conferred upon Beneficiary to collect and apply these rents, issues, and profits; all of which real property, together with the rights and interests in this paragraph described (collectively, the "Property"), shall be deemed to constitute a portion of the security hereby given for the payment of the indebtedness and the performance of the obligations evidenced and secured hereby.

This Trust Deed is given for the purpose of securing:

A. The payment and performance of each and every obligation evidenced by that certain Secured Promissory Note, of even date herewith, executed by the Trustor in the Beneficiary's favor at the rate set forth therein and in the original principal amount of Two Hundred Sixty Nine Thousand and no/100 dollars (\$269,000.00) (the "Note");

B. Any extensions, renewals, or modifications of the Note or of the obligations evidenced thereby, regardless of the extent of or the subject matter of any such extension, renewal, or modification;

C. The payment and performance of each and every agreement and obligation of the Trustor under this Trust Deed and under any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby;

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D. The payment of all sums expended or advanced by the Beneficiary or the Trustee pursuant to the terms of this Trust Deed, the Note, or any instrument further evidencing or securing any obligation secured hereby, together with interest thereon as herein and therein provided; and

E. The payment of such additional loans or advances as may hereafter be made by the Beneficiary to the Trustor, its successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Trust Deed.

The foregoing items A through E and the matters referred to therein are hereinafter collectively referred to as the "Obligations." The Note, this Trust Deed, and all other documents or instruments given to further evidence or secure the Obligations are hereinafter collectively called the "Loan Instruments."

In connection with this Trust Deed, the parties agree as follows:

1. Warranties of Title and Authority. The Trustor hereby represents and warrants that: (a) it is lawfully seized of indefeasible fee title to the Property and is the record owner thereof; (b) it has the authority and right to execute and deliver this Trust Deed; (c) the Property is free and clear of any and all liens, encumbrances and interests of third parties, except that certain deed of trust in favor of Utah Community Reinvestment Corporation, in the amount of approximately \$759,615.00 and those certain deeds of trust in favor of Salt Lake County, in the total amount of \$338,000.00 (one for \$250,000, and one for \$88,000) ; and, (d) any and all obligations the Trustor may have incurred in connection with the Property are current and without default. The Trustor hereby releases, waives, and relinquishes all exemptions and homestead rights which may exist with respect to the Property.

2. Maintenance and Repair. The Trustor agrees to keep the Property in good condition and repair; not to remove or demolish any buildings on the Property; to complete or restore promptly and in good and workmanlike manner any building that may be constructed, damaged, or destroyed on the Property; to pay when due all claims for labor performed and materials furnished for the Property; to comply with all laws affecting the Property or requiring any alterations or improvements to be made on the Property; not to commit or permit waste of the Property; not to commit, suffer, or permit any act upon the Property in violation of law; and to cultivate, irrigate, fertilize, fumigate, prune, and do all other acts that from the character or use of the Property may be reasonably necessary.

3. Obligations Mandatory. The Trustor shall promptly pay or cause to be paid to the Beneficiary, or order, and shall promptly perform or cause to be performed, each and every payment and obligation on the part of the Trustor provided to be paid or performed in connection with any of the Obligations. All of such payments and obligations are mandatory, and the Trustor's failure to accomplish any of the same shall constitute a default under this Trust Deed.

4. Appearance in Proceedings Affecting Security. The Trustor shall appear in and defend any action or proceeding purporting to, or which might in any way, affect title to the Property or the security hereof (the phrase "the security hereof," when used in this Trust Deed, shall mean the interests of the Trustor, the Beneficiary and the Trustee in the Property, the rights, powers, duties, covenants, representations, warranties, and authority of the Trustor, the Beneficiary, and the Trustee hereunder and under any instrument further evidencing or securing the Obligations, and the validity, enforceability, and binding effect hereof and of any instrument further evidencing or securing the Obligations). Should the Beneficiary elect to appear in or defend any such action or proceeding, the Trustor shall pay all costs and expenses (regardless of the particular nature thereof) incurred by the Beneficiary in connection therewith, including, but not limited to, costs of evidence of title, court costs, and reasonable attorneys' fees.

5. Taxes and Assessments. The Trustor agrees to pay, when due and before delinquent, all real and personal property taxes (including taxes on property other than the Property which may be included in the valuation because of the Trustor's failure to separate the security from non-security property on the assessor's rolls), all general and special assessments, all water charges, utility payments, common expenses or maintenance assessments, mechanics', laborers' and materialmen's claims, all other federal and state taxes, all of the foregoing without limitation to the Property or to whether such lien is senior or junior to this Trust Deed.

6. Beneficiary's Performance in Trustor's Stead. Should Trustor fail to make any payment, to do any act or thing, or to perform any obligation herein provided to be paid, done, or performed, at the time and in the manner herein provided, the Beneficiary may, but without any obligation to do so, and with notice to or demand upon Trustor and without releasing Trustor from any obligation hereunder: (a) make, do, pay, or perform the same in such manner and to such extent as the Beneficiary may deem reasonably necessary or desirable to protect the security hereof or to protect any other legitimate interest of the Beneficiary or Trustee, the Beneficiary for such purposes being authorized to enter upon the Property at all reasonable times and to commence, appear in, or defend any action or proceeding purporting to affect the security hereof; or (b) pay, purchase, contest, or compromise any encumbrance, charge, or lien which in the sole judgment of the Beneficiary appears to be prior or superior to the interest of the Beneficiary or Trustee hereunder. In exercising any of such powers the Beneficiary, in its absolute discretion, shall be entitled to incur any liability and expend whatever amounts it may deem necessary or desirable, including costs of evidence of title, court costs, and reasonable attorneys' fees.

7. Events of Default. Any of the following events shall be deemed an event of default hereunder:

(a) Default shall be made in the payment of any part of the principal, interest, or any other amount due under the Note, or any other sum secured hereby not paid within fifteen (15) days after the same become due; or

(b) Trustor shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file a petition or answer seeking or acquiescing in any

reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for itself under any present or future federal, state, or other statute, law, or regulation relating to bankruptcy, insolvency, or other relief for debtors, or the Trustor shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of Trustor or of all or any part of the Property, or of any or all of the royalties, revenues, rents, issues, or profits thereof, or the Trustor shall make any general assignment for the benefit of creditors, or the Trustor shall admit in writing its inability to pay its debts generally as they become due; or

(c) A court of competent jurisdiction shall enter an order, judgment, or decree approving a petition filed against Trustor seeking any reorganization, dissolution, or similar relief under any present or future federal, state, or other statute, law, or regulation relating to bankruptcy, insolvency, or other relief for debtors, and such order, judgment, or decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the first date of entry thereof, or any trustee, receiver, or liquidator of Trustor or of all or any part of the Property, or of any or all of the royalties, revenues, rents, issues, or profits thereof, shall be appointed without the consent or acquiescence of Trustor, and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive); or

(d) A writ of execution or attachment or any similar process shall be issued or levied against all or any part of or interest in the Property, or any judgment involving monetary damages, shall be entered against Trustor, which shall become a lien on the Property, or any portion thereof, or interest therein and such execution, attachment, or similar process or judgment is not released, bonded, satisfied, vacated or stayed within thirty (30) days after its entry or levy; or

(e) The Beneficiary discovers that any material representation or warranty contained herein or in any other instrument evidencing or securing the Obligations is untrue, or that Trustor has made any material misrepresentation or has failed to disclose any material fact in any written application, representation, or disclosure made by Trustor in order to induce the Beneficiary to extend credit or make loans or advances evidenced by the Note secured hereby; or

(f) There has occurred any breach of or default under any term, covenant, condition, provision, representation or warranty contained in any mortgage, deed of trust, or other lien or encumbrance which is prior to this deed of trust, whether by subordination or otherwise; or

(g) There has occurred any other breach of or default under any term, covenant, condition, provision, representation or warranty contained in this Trust Deed, the Note, executed in connection herewith, or any other of the Loan Instruments given to further evidence or secure the Obligations secured hereby, or any part thereof, or under any other obligation owing by Trustor to the Beneficiary.

8. Acceleration Upon Default, Additional Remedies. Time is of the essence hereof. Upon the occurrence of any event of default hereunder (other than a monetary default

referred to in Paragraph 7(a) above) that remains uncured for a period of thirty (30) days, all of the Obligations shall, at the option of the Beneficiary and without notice, presentment, protest, or demand, immediately become due and payable and the Beneficiary may:

(a) Charge and collect interest on all indebtedness owing under the Note, from the date of default until paid, both before and after judgment.

(b) To the extent permitted by law, bring an action to collect any installment which is due or past due and payable without affecting or losing the security of this Trust Deed or waiving any other right or remedy allowed by law.

(c) Foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property, bring an action for damages, or exercise such other remedies or combinations of remedies as the Beneficiary or Trustee may have under law and equity.

(d) Cause the Trustee to exercise the power of sale, as provided below.

(e) Exercise all of the rights and remedies of a secured party under the Utah Uniform Commercial Code.

(f) No remedy herein provided shall be exclusive of any other remedy which now exists or which may hereafter exist by law. Every power or remedy hereby given to Trustee or to the Beneficiary, or to which either of them may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient by them, and either of them may pursue inconsistent remedies. If the Beneficiary holds any additional security for any of the Obligations secured hereby, it may enforce the sale thereof, at its option, either before, contemporaneously with, or after the sale is made hereunder, and on any default of Trustor, the Beneficiary may, at its option, offset against any indebtedness owing by it to Trustor, the whole or any part of the indebtedness secured hereby, and the Beneficiary is hereby authorized and empowered at its option, without any obligation so to do, and without affecting the obligation hereof, to apply toward the payment of any indebtedness of the Trustor to the Beneficiary, any and all sums of money of Trustor which the Beneficiary may have in its possession or under its control.

9. Due On Sale. If Trustor shall sell, convey or alienate the Property, or any part thereof, or any interest therein, or shall be divested of Trustor's title or any interest therein in any manner or way, or if there shall be any change in the ownership or control of the Property, directly or indirectly, whether voluntarily or involuntarily, without Beneficiary's prior written consent, which consent shall be in Beneficiary's sole discretion, Beneficiary shall have the right to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in the Note evidencing the same, immediately due and payable.

10. Law Governing Exercise of Power of Sale. All procedural matters relating to exercise of the power of sale available under this Trust Deed (such as the manner of giving notice of sale, the contents of such notice, the persons to receive notice, the time which must elapse between various stages of the proceeding, the method for establishing that proper notice

has been given, and the manner in which the sale is conducted) shall be governed by the Utah statutory law which is in effect at the time said power is exercised. In the event some or all of such procedural matters are not covered by then effective legislation, the matters not covered shall be governed by the law which is in effect at the time this Trust Deed is executed.

11. Trustee's Sale. At the Trustee's sale, the Property may be sold in its entirety or in separate parts in such order as Trustee may determine, subject to any statutory right of Trustor to direct the order in which the Property, if consisting of several known lots or parcels, shall be sold. Any person, including Trustor and the Beneficiary, may bid and purchase at the sale. Upon receipt of payment, Trustee shall execute and deliver its deed to the purchaser. The Trustee's deed may contain recitals of compliance with any requirements of applicable law relating to exercise of the power of sale or to the sale. Such recitals shall constitute conclusive evidence of such compliance in favor of bona fide purchasers and encumbrancers for value and prima facie evidence thereof in favor of all other persons. The Trustee's Deed shall operate to convey to the grantee, not subject to any right of redemption, the Trustee's title and all right, title, interest and claim of Trustor, of its successors in interest, and of all persons claiming by, through or under them, in and to that part of the Property sold, including any and all rights, title, interest or claim in and to such part which may have been acquired by Trustor or its successors in interest subsequent to the execution of this Trust Deed. Trustee shall apply the proceeds of sale toward payment of the following, and in the order indicated: (a) all costs and expenses (regardless of the particular nature thereof) incurred in connection with exercise of the power of sale or with the sale, including Trustee's and the Beneficiary's attorneys' fees and the cost of any evidence of title procured in connection with the sale; (b) each sum the payment of which is secured by this Trust Deed, together with accrued interest thereon at the applicable rate; and (c) the balance, if any, to those entitled thereto or, at Trustee's discretion, such remainder may be deposited with the County Clerk of the County in which the sale took place. Trustor hereby authorizes Trustee, upon its being presented with an affidavit signed by the Beneficiary setting forth facts showing a default under this Trust Deed, to accept as true and conclusive all facts and statements contained therein and to rely and act thereon.

12. Reinstatement. Notwithstanding any acceleration of the maturity of sums secured hereby which may occur pursuant to the terms of this Trust Deed, Trustor, any of its successors in interest, any person having of record a subordinate lien or encumbrance affecting any part of the Property, or any beneficiary having of record a subordinate trust deed affecting any part of the Property may, if the Beneficiary and Trustee have theretofore taken steps in preparation of exercise of the power of sale available hereunder, and at any time prior to the expiration of three months from the recording of notice of default as provided by law, reinstate this Trust Deed by: (a) paying to the Beneficiary the entire amount which would then be due in connection with the Obligations had no acceleration occurred; (b) paying to the Beneficiary all costs and expenses (regardless of the particular nature thereof) actually incurred in enforcing the terms of this Trust Deed or the Obligations, including Trustee's and attorneys' fees; and (c) contained herein or associated with any of the Obligations which relate to a subject other than the payment of money. Upon timely fulfillment of the preceding three conditions, all proceedings theretofore had or instituted in preparation of exercise of the power of sale available hereunder

shall be canceled, and this Trust Deed and the Obligations shall be reinstated and shall be and remain in force and effect the same as if no acceleration had occurred.

13. Trustee's and Attorneys' Fees. Trustor shall pay all reasonable costs, expenses, and fees whatsoever which are in any way related to, or which are in any way incurred in connection with, this Trust Deed, the Obligations, or the enforcement or protection of the Beneficiary's or Trustee's rights and interests hereunder, including reasonable trustee's and attorneys' fees.

14. Rights Cumulative and Not Waived. The Beneficiary shall be entitled to enforce payment and performance of any indebtedness or Obligations secured hereby and to exercise all rights and powers under this Trust Deed or under any Loan Instruments or other agreement or any laws now or hereafter in force, notwithstanding some or all of the said indebtedness and Obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment, or otherwise. Neither the acceptance of this Trust Deed nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice, or in any manner affect, the Beneficiary's right to realize upon or enforce any other security now or hereafter held by the Beneficiary, it being agreed that the Beneficiary shall be entitled to enforce this Trust Deed and any other security now or hereafter held by the Beneficiary in such order and manner as it may in its absolute discretion determine. The rights and remedies afforded by this Trust Deed shall be in addition to, and not in substitution of, any rights or remedies available under now existing or hereafter arising applicable law. All rights and remedies provided for in this Trust Deed or afforded by law or equity are distinct and cumulative and may be exercised concurrently, independently, or successively. The failure on the part of the Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right, and the waiver of any default shall not constitute a waiver of any subsequent or other default.

15. Reconveyances. The Beneficiary may, through its delivery to Trustee of written request therefor, require Trustee to reconvey, release, and discharge from the operation of this Trust Deed all or any part of the Property. Such written request shall contain a description of that portion of the Property to be reconveyed, a statement of the consideration, if any, received by the Beneficiary for such reconveyance, a declaration that the Beneficiary is the owner and holder of the Obligations and a statement that the Obligations have not been assigned or transferred. Any reconveyance executed by Trustee shall identify this Trust Deed and shall describe that portion of the Property being released from the lien hereof. The grantee in any such reconveyance may be described as "the person or persons entitled thereto." Any partial reconveyance shall not diminish Trustor's liability for the Obligations and shall not affect or impair the lien of this Trust Deed with respect to the remaining portion of the Property. This Trust Deed need not accompany a request for partial reconveyance, but, upon Trustee's demand, the Beneficiary shall show the Note to the Trustee.

16. Substitution of Trustee. At any time during the term of this Trust Deed, the Beneficiary may appoint a successor Trustee to act hereunder. All matters relating to the method of effecting a substitution of trustee (including the information required to be contained in the

instrument accomplishing substitution, the necessary signatories to such instrument and the time, manner and places in which such instrument must be recorded and the persons to whom copies of such instrument must be sent) shall be governed by the statutory law which is in effect at the time substitution takes place. In the event then-effective legislation does not cover some or all of the matters relating to the method of accomplishing a substitution of Trustee, the matters not covered shall be governed by the law which is in effect at the time this Trust Deed is executed. From the time a substitution of trustee is accomplished, the new trustee shall succeed to all the power, duties, authority and title of the Trustee named herein and of any successor Trustee.

17. Binding on Successors. This Trust Deed shall be binding upon and shall inure to the benefit of the respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns of the parties hereto. The term "Beneficiary," as used herein, shall mean the owner and holder, including any pledgee, of the Obligations.

18. Interpretation. The captions which precede the paragraphs of this Trust Deed are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include either or both of the other genders. The liability of each person and entity which executes this Trust Deed as Trustor shall be joint and several. This Trust Deed is executed in the State of Utah and shall be governed by and construed in accordance with the laws of the State of Utah.

19. Trustee's Powers. At any time, or from time to time, without liability therefor and with notice, upon written request of the Beneficiary and presentation of this Trust Deed and the Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Trust Deed upon the Property, Trustee may: (a) consent in writing to the making or recording of any map or plat of the Property, or any part thereof; (b) join in granting any easement and/or recording or creating any restriction thereon; or (c) join in any extension or modification agreement affecting this Trust Deed or any agreement subordinating the lien or charge hereof.

20. Beneficiary's Powers. Without affecting the liability of any other person liable for the payment of any of the Obligations, and without affecting the lien or charge of this Trust Deed upon any portion of the Property not then or theretofore released as security for the full amount of all unpaid Obligations, the Beneficiary may, from time to time and with notice: (a) release any person so liable; (b) grant other indulgences; (c) release or reconvey, or cause to be released or reconveyed at any time at the Beneficiary's option any parcel, portion or all of the Property; (d) take or release any other or additional security for any Obligations herein mentioned; or (e) make compositions or other arrangements with debtors in relation thereto.

21. Acceptance by Trustee. Trustee accepts this Trust when this Trust Deed, duly executed and acknowledged, is made a public record, as provided by law.

22. Invalidity of Certain Provisions. The invalidity or unenforceability of any portion or provision of this Trust Deed shall in no way affect the validity or enforceability of the remainder hereof. If the lien of this Trust Deed is invalid or unenforceable as to any part of the Obligations, or if the lien is invalid or unenforceable as to any part of the Property, the unsecured or partially secured portion of the Obligations shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the Obligations, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the Obligations which is not secured or fully secured by the lien of this Trust Deed.

23. Notices. Whenever the Beneficiary, Trustor or Trustee shall desire to give or serve any notice, demand, request, or other communication with respect to this Trust Deed, each such notice, demand, request, or other communication shall be in writing and shall be effective, only if the same is delivered by personal service or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the address for each of the respective parties set forth at the beginning of this Trust Deed, or such other address as each respective party may hereafter designate by written notice given to the other parties in the manner provided herein.

24. Cross Default. A default under this Trust Deed shall also constitute a default under the Note referred to above, and a default under the either of such documents shall constitute a default hereunder.

25. Hazardous Materials. Trustor agrees that during the existence of this Trust Deed lien, it will maintain the Property in compliance with all governmental laws and regulations, including, but not limited to, all laws relating to Hazardous Material and will indemnify and hold the Beneficiary harmless from any cleanup costs, penalties, and such violations occurring after the time Trustor takes title to the Property. Trustor shall enforce all lease terms with respect to Hazardous Material and shall not enter into any new leases with tenants who will be creating or using Hazardous Material on the Property without the written consent of the Beneficiary, which consent will be given upon proof of: (a) adequate protection of the Property and the Beneficiary from liability related to such Hazardous Material; and (b) full compliance with all laws and regulations related thereto.

The term "Hazardous Material" is used herein in its broadest sense and shall mean any petroleum base products, pesticides, paints and solvents, polychlorinated biphenyl, lead, cyanide, DDT, acids, ammonium compounds and other chemical products and any substances or material defined or designated as a hazardous or toxic substance, or other similar term, by any federal, state, or local environmental statute, regulation, or ordinance affecting the Property presently in effect or that may be promulgated in the future, as such statutes, regulations and ordinances may be amended from time to time. Trustor will provide to the Beneficiary copies of all notices it gives to or receives from governmental agencies with respect to Hazardous Material.

Subject to compliance with the notice and cure provisions set forth herein, a breach by Trustor of any of the foregoing covenants shall entitle the Beneficiary to declare the Note in default and to exercise its remedies thereunder and to enforce its remedies hereunder.

26. Subordination. The Beneficiary and the Trustor agree and acknowledge that the Beneficiary shall be under no obligation for any reason to subordinate the priority of the lien of this Trust Deed to the priority or existence of any other lien created after the date hereof.

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

TRUSTOR:

Parkhill Homeowners Cooperative
Association, a Utah non-profit corporation

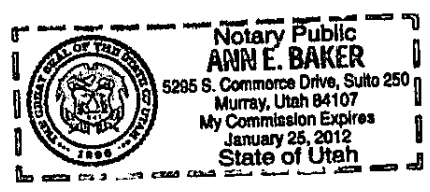
By: Robert Greer
Name: ROBERT GREER
Title: PRESIDENT

Minnie Yardley
MINNIE YARDELY
TREASURER

STATE OF UTAH)
)
) : ss.
)
COUNTY OF SALT LAKE)

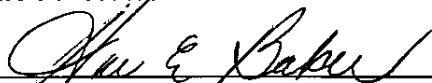
The foregoing instrument was acknowledged before me this 30th day of March, 2011, by Robert Greer, the President of Parkhill Homeowners Cooperative Association, a Utah non-profit corporation.

Ann E. Baker
NOTARY PUBLIC



State of Utah)
)ss.
County of Salt Lake)

On the 30th day of March, A.D. 2011, personally appeared before me Minnie Yardley, who being by me duly sworn, did say that she is the Treasurer and Director, of Parkhill Homeowners Cooperative Association, a Utah nonprofit corporation, and that said non profit corporation signed the foregoing instrument by authority of a resolution of its Board of Directors, and the said Minnie Yardley, acknowledged to me that said corporation executed the same.



NOTARY PUBLIC

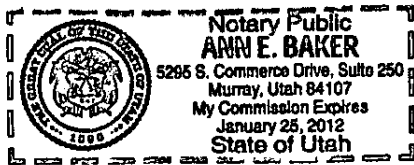


EXHIBIT A

**EXHIBIT "A"
Legal Description**

4924086_2.DOC

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

Beginning at a point on the Westerly right of way line of 300 East Street which is South 00°02'03" West 67.00 feet and North 89°57'25" West 33.00 feet from the monument at the intersection of 300 East Street and 4020 South Street, said point also being South 00°02'03" West 524.383 feet from the Northeast corner of Lot 11, Block 8, Ten Acre Plat "A", Big Field Survey and running thence North 60°11'13" West 212.96 feet; thence North 89°50'25" West 281.29 feet; thence North 60°10'30" West 261.20 feet to the Easterly right of way line of 200 East Street; thence North 00°03'46" East 236.80 feet along said Easterly right of way line; thence South 87°59'01" East 10.49 feet; thence South 70°55'47" East 76.15 feet; thence South 60°15'00" East 131.64 feet; thence North 00°02'55" East 8.01 feet to the Northerly line of Hill Park Subdivision, according to the official plat thereof on file in the office of the Salt Lake County Recorder; thence South 60°15'00" East 142.25 feet along said Northerly line; thence South 80°13'00" East 96.70 feet along said Northerly line; thence North 61°57'00" East 104.50 feet along said Northerly line; thence North 61°36'00" East 210.20 feet along said Northerly line to said Westerly right of way line of 300 East Street; thence South 00°02'03" West 452.90 feet along said Westerly right of way line to the point of beginning.

PARCEL 2:

Together with two easements, ten feet in width, along the center lines of the sewer lines and water lines that presently cross the following property, providing service to the trailer court, as created by that certain Warranty Deed recorded January 16, 1979 as Entry No. 3224372 in Book 4800 at Page 1081 of Official Records, described as follows:

Beginning at a point on the Westerly right-of-way line of 300 East Street, South 0°02'03" West 67.0 feet and North 89°57'25" West 33.00 feet, from a monument at the intersection of 300 East Street and 4020 South Street, said point also being South 0°02'03" West 524.383 feet from the Northeast corner of Lot 11, Block 8, Ten Acre Plat "A", Big Field Survey; running thence North 60°11'13" West 212.96 feet; thence North 89°50'25" West 281.29 feet; thence North 60°10'30" West 260.49 feet, to the East right of way line of 200 East Street; thence South, along the East right of way line of 200 East Street, a distance of 332.50 feet, to the Northerly right of way line of Hill Avenue; thence along the Northerly right of way line of Hill Avenue North 89°59' East 692.0 feet, to the Westerly right of way line of 300 East Street; thence along the Westerly right of way line of 300 East Street, North 00°02'03" East 96.08 feet to the point of beginning.

PARCEL 3:

Together with a water pipeline right of way created in that certain Right of Way Easement recorded May 31, 1989 as Entry No. 4782084 in Book 6131 at Page 2208 of Official Records.

Tax ID- 16-31-376-025-0000