

When Recorded Mail To:

American Loans, Inc.
8645 S Harrison Street
Sandy, UT 84070

Ent: 450985 B: 1522 P: 0946

Chad Montgomery Box Elder County Utah Recorder
04/19/2022 03:11 PM Fee \$40.00 Page 1 of 8
For REAL ADVANTAGE TITLE INSURANCE AGENCY, LLC
Electronically Recorded By SIMPLIFILE LC E-RECORDING

SPACE ABOVE THE LINE FOR RECORDING PURPOSES ONLY

DEED OF TRUST
REVOLVING LINE OF CREDIT
(with assignment of rents)

THIS DEED OF TRUST ("Security Instrument") is made on April 15, 2022, the grantor(s) is/are **Green Haven Homes, LLC** ("Borrower"). The Beneficiary/Lender (Lender) is **Alliance Equity Services, LLC** and the Servicer is **American Loans Inc.** Both Alliance Equity Services, LLC and American Loans Inc. are organized and existing under the laws of the State of Utah. Borrower owes Lender the principal sum of Written Amount **TWO MILLION TWO HUNDRED THOUSAND DOLLARS AND .00 CENTS (\$2,200,000.00)**. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **July 25, 2022**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions, and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described Property located in Box Elder County, Utah:

See attached exhibit "A"

Property Addresses (hereinafter referred to as "the Property"): Tax Parcel #'s: 05-181-0025; 05-181-0075; 05-181-0031; 05-181-0006; 05-181-0007

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the Property. All replacements and additions shall also be covered by this Security instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real Property.

UNIFORM COVENANTS: Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds, Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the funds was made. The funds are pledged as additional security for the sums secured by this Security Instrument.

Initials: 

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges: liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 15 days of the giving of notice. Lender may, at his option, advance monies necessary to protect his position. Any monies so advanced will accrue at whatever the note is accruing at. Lender may require total amount to be paid immediately.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property: Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property: Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this security Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take actions under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemn or offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Initials: 

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address, or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this security instrument or the Note conflicts with applicable law, such conflict shall not affect other provision of this Security Instrument or the Note which can be given effect without the conflicting provision; To this end the provision of this Security Instrument and the Note are declared to be severable.

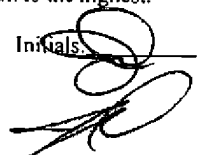
16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Security Instrument. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's right in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows: Borrower agrees to not place any other liens for other loans On the Property while the Note has not paid in full without written authorization of the Lender.

19. **Acceleration; remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence. If the power of sale is invoked, Trustee shall execute a written notice of the occurrence of an event of default and of the election to cause the Property to be sold and shall record such notice in each county in which any part of the Property is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of the sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest.

Initials 

bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied, the recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the county clerk of the county in which the sale took place.

20. Assignment of rents and Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

21. Reconveyance, upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee, Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

22. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

23. Request for Notices. Borrower requests that copy of the notices of default and sale be sent to Borrower's address which is the Property Address.

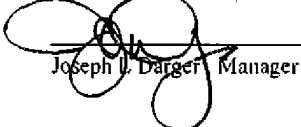
24. LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note may be requested either orally or in writing by Borrower as provided in this paragraph. Borrower agrees to the terms of disbursement as described in the Additional Agreement of Funds Disbursement. Lender may, but need not, require that all oral requests be confirmed in writing. All communications, instructions, and directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. The following party or parties are authorized provided in this paragraph to request advances under the line of credit until Lender receives from Borrower at Lender's address shown above written notice of revocation of their authority: Any signer below individually and independent of any other signer. Upon Lender's approval of a request for an advance, the loan funds should be disbursed by a check from escrow account. Borrower agrees to be liable for all sums either: (a) advanced accordance with the instructions of an authorized person or (b) credited to any of Borrower's accounts with Lender. The unpaid principal balance showing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer printouts showing that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note or any subsequent agreements. Lender may cancel this line of credit and refuse to advance any monies at any time and for any reason including, but not limited to: (a) Borrowers or any guarantor ceases doing business or is insolvent; (b) any guarantor seeks, claims, or otherwise attempts to limit, modify or revoke such guarantee of this Note or any other loan with Lender; or (c) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender. All monies advanced in connection with this loan will accrue interest under the terms of this note and a fee equal to the total points charged on the closing statement will be charged the borrower on each and every advance. The advanced money fee will be added to the loan balance and will become a part of the principal loan balance.

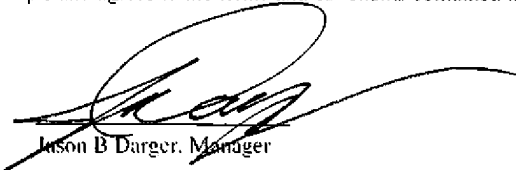
REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of ANY mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, and Lender's address set forth on page one of the Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Green Haven Homes, LLC


Joseph L. Darger, Manager


Jason B. Darger, Manager

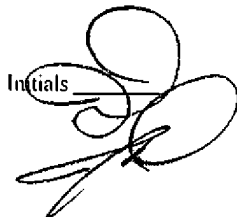
STATE OF UTAH, BOX ELDER COUNTY

On this _____ day of _____, 20____, personally appeared before me, _____ the signer(s) of the above instrument, who duly acknowledged to me that they executed the same.

My Commission Expires: _____

*See attached
u.c.*

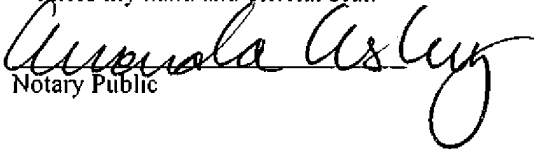
Notary Public Residing at: _____

Initials 

STATE OF UTAH
COUNTY OF SALT LAKE

Subscribed and sworn (or affirmed) to before me on this 15 day of April, 2022 by Joseph L. Darger and Jason B. Darger, Managers of Green Haven Homes, LLC.

Witness my hand and official seal.


Notary Public

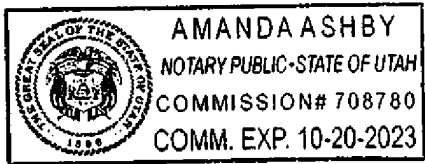


EXHIBIT "A"
Property Description

Order No.: 22-12012-AA
Parcel Number: 05-181-0007
Property Address: Not Available, Tremonton, UT 84337

PROPERTY DESCRIPTION:

BEGINNING AT A POINT NORTH 684.05 FEET AND WEST 160 FEET MORE OR LESS FROM SOUTHEAST CORNER OF SECTION 9, TOWNSHIP 11 NORTH, RANGE 3 WEST, SALT LAKE MERIDIAN. SAID POINT BEING ON WESTERLY LINE OF INTERSTATE HIGHWAY I 80-5, THENCE WEST 2444 FEET, THENCE NORTH 647.4 FEET, THENCE EAST 1500 FEET MORE OR LESS TO WESTERLY RIGHT OF WAY OF INTERSTATE FRONTAGE ROAD, THENCE SOUTH 57°31'30" EAST 1171 FEET MORE OR LESS TO BEGINNING. LESS: BEGINNING AT A POINT ON GRANTORS SOUTH LINE AND WEST LINE OF INTERSTATE FRONTAGE ROAD, BEING APPROXIMATELY 684.05 FEET NORTH AND 165 FEET WEST FROM SOUTHEAST CORNER OF SECTION 9, NORTH 57°31'30" THENCE WEST 583 FEET ALONG SAID FRONTAGE ROAD LINE, THENCE SOUTH 333.05 FEET, THENCE NORTH 87°40' EAST PARALLEL TO SOUTH LINE OF SAID SECTION 491.8 FEET TO POB. LESS: 3.04 ACRES DEEDED TO UDOT.

Tax Parcel #: 05-181-0007

Parcel Number: 05-181-0031
Property Address: Not Available, Tremonton, UT 84337

PROPERTY DESCRIPTION:

PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 11 NORTH RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS: THAT PORTION LYING SOUTH AND WEST OF INTERSTATE HIGHWAY 15, DESCRIBED AS: THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER, LESS THE 15.35 ACRES DEEDED TO UDOT.

Tax Parcel #: 05-181-0031

Parcel Number: 05-181-0006
Property Address: 6835 West 10500 North, Tremonton, UT 84337

PROPERTY DESCRIPTION:

BEGINNING AT A POINT ON GRANTORS SOUTH LINE AND WEST LINE OF STATE HIGHWAY FRONTAGE ROAD BEING APPROXIMATELY 684.05 FEET NORTH AND 165 FEET WEST FROM THE SOUTHEAST CORNER OF SECTION 09, TOWNSHIP 11 NORTH, RANGE 3 WEST SALT LAKE MERIDIAN; THENCE NORTH 57°31'30" WEST 583 FEET ALONG SAID FRONTAGE ROAD LINE; THENCE SOUTH 333.05 FEET; THENCE NORTH 87°40' EAST PARALLEL TO SOUTH LINE OF SAID SECTION 491.8 FEET TO BEGINNING.

Tax Parcel #: 05-181-0006

Parcel Number: 05-181-0025 (Parcel 1) & 05-181-0075 (Parcel 2)
Property Address: Not Available, Tremonton, UT 84337

PROPERTY DESCRIPTION:

Parcel 1:

A TRACT OF LAND IN THE SOUTH HALF OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 11 NORTH, RANGE 3 WEST, SALT LAKE MERIDIAN. BEGINNING AT THE INTERSECTION OF NORTHERLY RIGHT-OF-WAY AND NO-ACCESS LINE OF FREEWAY PROJECT #15-8 AND WESTERLY RIGHT-OF-WAY LINE OF EXISTING ROAD KNOWN AS 6800 WEST STREET (ALSO KNOWN AS IOWA STRING ROAD), WHICH POINT IS 288.19 FEET NORTH 0°56'17" WEST ALONG THE EASTERLY LINE OF SAID SECTION 9, AND 33 FEET SOUTH 89°03'43" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 9 AS MONUMENTED BY BE CO, THENCE SOUTH 87°45'31" WEST 992.22 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY AND NO-ACCES LINE, THENCE NORTH 89°19'50" WEST 696.69 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY AND NO-ACCESS LINE, THENCE NORTHWESTERLY 893.85 FEET ALONG THE NORTHEASTERLY RIGHT-OF-WAY AND NO-ACCESS LINE OF SAID FREEWAY WHICH IS ALONG THE ARC OF AN 1829.86 FOOT RADIUS CURVE TO THE RIGHT (NOTE: CHORD TO SAID CURVE BEARS NORTH 64°34'29" WEST FOR A DISTANCE OF 884.99 FEET), THENCE NORTH 88°55'09" EAST 2154.70 FEET, THENCE SOUTH 0°56'17" EAST 220.00 FEET, THENCE NORTH 88°55'09" EAST 326.61 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE, THENCE SOUTH 0°56'17" EAST 176.15 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

Tax Parcel #: 05-181-0025

Parcel 2:

A PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 11 NORTH, RANGE 3 WEST OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF 1000 WEST STREET LOCATED 464.34 FEET NORTH 00°57'44" WEST ALONG THE EAST LINE OF SAID SECTION AND 33.00 FEET SOUTH 89°02'16" WEST AND 190.95 FEET SOUTH 88°53'43" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 9 BEING A BOX ELDER COUNTY RAILROAD SPIKE MONUMENT; RUNNING THENCE SOUTH 88°53'39" WEST (SOUTH 88°55'09" WEST BY RECORD) 135.66 FEET; THENCE NORTH 00°57'44" WEST 204.52 FEET (NORTH 00°56'17" WEST 220.00 FEET BY RECORD) TO THE NORTHLINE OF THE SOUTH HALF OR THE SOUTH HALF OF SAID SOUTHEAST QUARTER; THENCE NORTH 89°02'01" EAST 211.37 FEET (NORTH 88°55'09" EAST 187.67 FEET BY RECORD) TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF AN EXISTING FRONTAGE ROAD; THENCE SOUTH 57°02'51" EAST (SOUTH 57°01'23" EAST 167.43 FEET BY RECORD) 35.84 FEET ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 89°02'01" WEST 105.46 FEET; THENCE SOUTH 00°57'44" EAST 184.18 FEET TO THE POINT OF BEGINNING.

Tax Parcel #: 05-181-0075