

Andrea Allen
Utah County Recorder

2022 Mar 01 08:47 AM FEE 74.00 BY KC
RECORDED FOR Cottonwood Title Insurance Agency, Inc.
ELECTRONICALLY RECORDED

WHEN RECORDED MAIL TO:

D.R. Horton, Inc.
12351 S. Gateway Park Place, #D100
Draper, UT 84020

Attn: Boyd Martin

File No.: 155374-DMP

DEED OF TRUST

In Reference to Tax ID Number(s):

29-050-0093, 29-050-0049, 29-050-0113, 29-050-0111, 29-050-0112, 29-050-0110, 29-049-0002,
29-049-0001, 29-049-0003, 29-049-0004, 29-049-0016, 29-049-0006, 29-049-0012, 29-049-0013 and
29-050-0108

WHEN RECORDED RETURN TO:

D.R. Horton, Inc.
12351 South Gateway Park Place, Suite D-100
Draper, UT 84020
Attention: Boyd Martin, Division President

DEED OF TRUST

THIS DEED OF TRUST (this “**Deed of Trust**”) is made this 28th day of February, 2022, by SALEM FARMS HOLDING COMPANY, LLC, a Utah limited liability company (“**Trustor**”), whose mailing address is 201 South Main Street, Suite 2000, Salt Lake City, Utah 84111, to COTTONWOOD TITLE INSURANCE AGENCY, INC., a Utah corporation (“**Trustee**”), whose mailing address is 1996 East 6400 South, Suite 120, Salt Lake City, Utah 84121, for the benefit of D.R. HORTON, INC., a Delaware corporation (“**Beneficiary**”), whose mailing address is 12351 South Gateway Park Place, Suite D-100, Draper, Utah 84020.

WITNESSETH:

TRUSTOR DOES HEREBY IRREVOCABLY GRANT, BARGAIN, SELL, CONVEY AND WARRANT TO TRUSTEE IN TRUST WITH FULL POWER OF SALE the following described property situated in Utah County, State of Utah, the record owner of which is Trustor, more particularly described on Exhibit A, attached hereto and by this reference made a part hereof (the “**Trust Property**”), together with all buildings, fixtures, improvements and personal property thereon, and all rights of way, easements, rents, general intangibles, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, now or hereafter acquired, used or enjoyed with the Trust Property, or any part thereof.

FOR THE PURPOSE OF SECURING the obligation of Trustor to refund and pay to Beneficiary all of the “**Option Payment**” (as defined in that certain Agreement dated February 21, 2022, by and between Trustor and Beneficiary (the “**Contract**”)) in the event the Contract is terminated solely as a result of a default by Trustor thereunder (which is not a result of a breach of the obligations of Beneficiary hereunder or under the Contract).

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES AS FOLLOWS:

1. Title. Trustor covenants, warrants and agrees with Beneficiary, and its successors and assigns, that Trustor owns the Trust Property in fee free from any prior lien or encumbrance other than Permitted Exceptions (as defined in the Contract), that this Deed of Trust is and will remain a valid and enforceable lien on the Trust Property (except to the extent required to be terminated pursuant to the Contract), that Trustor, at Beneficiary’s expense, will preserve such title and will maintain this Deed of Trust as a lien upon the Trust Property and will forever warrant and defend the validity and of the lien hereof, subject to Permitted Exceptions, against the claims of

all persons and parties arising by, through or under Trustor. Trustor, at Beneficiary's expense, will cause this Deed of Trust, and each amendment or supplement hereto, to be filed and recorded in such manner and in such place and will take such action as in the opinion of Trustee may be required by any present or future law in order to perfect, maintain and protect the lien of this Deed of Trust, as the same may be amended or supplemented from time to time. Trustor, at Beneficiary's expense, will make such further assurance or assurances to perfect its title to the Trust Property as may be required by Beneficiary.

2. Charges; Liens. Trustor will keep the Trust Property free from all charges, liens and encumbrances, whether statutory, voluntary or involuntary (other than the lien created by this Deed of Trust) arising by through or under Trustor, and whether superior or inferior to this Deed of Trust, excluding however Permitted Exceptions and non-delinquent real estate tax liens, and special assessment liens (which taxes and assessments shall be paid by Beneficiary in accordance with the Contract) and any matters arising by, through or under Beneficiary.

3. Insurance. Trustor shall maintain all insurance coverages required by Beneficiary in Beneficiary's reasonable discretion and at Beneficiary's sole cost and expense with respect to the Trust Property. The policy or policies for such insurance coverages shall be in form and content acceptable to Beneficiary, provide that the same may not be modified without thirty (30) days prior written notice to Beneficiary, provide that any loss shall be payable notwithstanding any negligent or intentional act or omission of Beneficiary or anyone else which might otherwise result in the forfeiture of such insurance, and shall have noncontributing loss payable provisions in favor of and in form acceptable to Beneficiary, entitling Beneficiary to collect any and all proceeds payable under such insurance policies. All premiums on insurance policies shall be paid by Beneficiary on or before the date or dates such payments are due. Beneficiary shall have the right to hold the policies and renewals thereof, and Trustor shall promptly furnish to Beneficiary all renewal notices and all paid premiums receipts received by Trustor. In no event shall Beneficiary or Trustee be held responsible for failure to pay insurance premiums or for any loss or damage arising out of a defect in any policy or arising out of any failure of any insurance company to pay for any loss or damage insured against or for failure by Trustor to effect the insurance required hereunder. In the event of loss, Trustor shall give prompt notice by mail to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly or in proper form by Trustor. All policies of insurance and any and all refunds of unearned premiums are hereby assigned to Beneficiary as additional security. In the event of Beneficiary's exercise of the power of sale contained herein, or in the event of foreclosure, all right, title and interest of Trustor in and to any insurance policy then in force shall pass to the purchaser at the trustee's sale or foreclosure sale. In the event of loss or damage by fire or other casualty, such amounts will be paid into escrow to be held and applied to the payment of the purchase price at Closing.

4. Preservation and Maintenance of Trust Property. Trustor shall not commit or consent to any waste or deterioration of the Trust Property, ordinary wear and tear, casualty and condemnation excepted. Trustor will not alter the design or structural character of any improvements constituting the Trust Property. No further improvements or alterations to the Trust Property (including, without limitation, transmission towers and cellular towers) shall be made by Trustor or with the consent of Trustor without the prior written consent of Beneficiary. Trustor will not do any act or thing which would unduly impair or materially depreciate the value of the Trust Property and will not abandon the Trust Property. Trustor will not remove any personalty

or fixtures constituting the Trust Property unless the same are immediately replaced with like property subject to the lien and security interest of this Deed of Trust and of at least equal value and utility. Trustor will comply with all present and future ordinances, requirements and regulations of any governmental body which are applicable to the Trust Property and to the occupancy and use thereof; provided, any such costs and expenses incurred by Trustor will be reimbursed by Beneficiary, except to the extent such cost or expenses arises out of a breach of the obligations of Trustor hereunder (which are not a result of a breach of the obligations of Beneficiary hereunder or under the Contract). Trustor further agrees to not to permit any construction, mechanics, materialmen or other liens against the Trust Property arising by through or under Trustor to remain in place for more than thirty (30) days.

In addition, Trustor will indemnify and hold Beneficiary harmless from any release of Hazardous Materials by Trustor, or its agents, employees or contractors (but excluding any release caused by Beneficiary or its agents, employees or contractors). Trustor shall not enter into any contracts that will result in the creation or use of Hazardous Material on the Trust Property without the prior written consent of Beneficiary.

“**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 materials 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 Trust 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, including, but not limited to the following statutes: (i) Resources Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901, *et seq.*; (ii) Comprehensive Environmental Response, Compensation and Liability Act of 1980, 40 U.S.C. Section 1801, *et seq.*; (iii) Clean Air Act, 42 U.S.C. Sections 7401-7626; and (iv) Water Pollution Control Act (Clean Water Act of 1977), 33 U.S.C. Section 1251, *et seq.*

Trustor will provide to Beneficiary copies of all written notices it gives to or receives from governmental agencies with respect to Hazardous Material on the Trust Property. Beneficiary may, at any time, at its expense conduct an environmental audit of the Trust Property.

5. Inspection. Beneficiary or its agents may, at all reasonable times, enter upon the Trust Property for the purpose of inspection at Beneficiary’s sole cost and expense. Beneficiary shall have no duty to make such inspection and shall not be liable to Trustor or to any person in possession if it makes or fails to make any such inspection. Notwithstanding the foregoing, Beneficiary shall have the duty to immediately repair any damage to the Trust Property resulting from such entry upon or inspection of the Trust Property. Beneficiary shall indemnify, defend, save and hold Trustor harmless from any losses, costs, expenses, damages, injuries, deaths, causes of action, liens, penalties, fines and liabilities of any and all kinds whatsoever, including without limitation, reasonable attorneys’ fees and costs caused by, or in any way related to, the acts or omissions of Beneficiary and its employees, contractors and agents during and in connection with any such inspection of the Trust Property.

6. Protection of Security. If Trustor fails to perform any of the covenants and agreements contained in this Deed of Trust and such failure is not a result of a breach of this Deed

of Trust or the Contract by Beneficiary, and such failure continues for a period of thirty (30) days after written notice from Beneficiary to Trustor (except in the event of emergency in which case no notice need be given to Trustor), or if any action or proceeding is commenced which does or may adversely affect the Trust Property or the interest of Trustor or Beneficiary therein or the title of Trustor thereto, then Beneficiary, at its option, may perform such covenants and agreements, make such appearances, defend against and investigate such action or proceeding and take such other action as Beneficiary deems reasonably necessary to protect its interest including, but not limited to, disbursement of reasonable attorney fees and entry upon the Trust Property to make repairs. Any amounts disbursed by Beneficiary pursuant to this Section 6, with interest thereon, shall, if arising out of a breach by Trustor beyond all applicable notice and cure periods and is not a result of a breach of this Deed of Trust or the Contract by Beneficiary, constitute indebtedness of Trustor secured by this Deed of Trust (together with all other amounts due to Beneficiary under the Contract and this Deed of Trust, collectively, the "Indebtedness"). Nothing contained in this paragraph shall require Beneficiary to incur any expense or take any action hereunder. Trustor irrevocably authorizes and empowers Beneficiary to enter upon the Trust Property as Trustor's agent and, in Trustor's name or otherwise, to perform any and all covenants and agreements to be performed by Trustor as herein provided. Beneficiary shall, at its option, be subrogated to any encumbrance, lien, claim or demand and to all rights and securities for the payment thereof paid or discharged by Beneficiary under the provisions hereof and any such subrogation rights shall be additional and cumulative security for this Deed of Trust.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Trust Property, or any part thereof, or for conveyance in lieu of or in anticipation of condemnation, are hereby assigned to and shall be paid to Beneficiary (subject to the provisions below). Trustor irrevocably authorizes and empowers Beneficiary, in the name of Trustor or otherwise, to file, prosecute, settle or compromise any such claim and to collect such proceeds (to be paid as provided herein); provided, in no event will Beneficiary settle any such claim without the prior written consent of Trustor which will not be unreasonably withheld so long as such settlement does not increase obligations on behalf of Trustor or impair the obligation of Beneficiary to pay the purchase price under the Contract. Unless and event of default exists, the proceeds of any award or claim shall, after deducting all reasonable costs and expenses, including attorney fees, which may have been incurred by Beneficiary or Trustor in the collection thereof, be paid to Trustor but credited against the Purchase Price payable by Beneficiary under the Contract.

8. Trustor Not Released. Extension of the time or any modification granted by Beneficiary to Trustor or any successor in interest of Trustor shall not operate to release, in any manner, the liability of Trustor or Trustor's successors in interest.

9. Assignment of Rents. Trustor hereby assigns to Beneficiary all rents, issues and profits now due or which may hereafter become due under or by virtue of any lease, whether written or verbal, or letting of, or of any agreement for the use or occupancy of the Trust Property, or any part thereof (the "Rents") and Trustor hereby confirms upon Beneficiary the right, power and authority to collect all Rents hereby irrevocably appointing Beneficiary its true and lawful attorney-in-fact to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue in the name of Trustor for all Rents. Without limiting the foregoing, Beneficiary shall have the right to notify all tenants and occupants of the Trust Property to pay

Beneficiary all Rents due or to become due. Prior to the occurrence of an Event of Default (defined below), Trustor shall hold a revocable license to collect the Rents; immediately upon the occurrence of an Event of Default, such license shall be revoked and all Rents shall be paid to Beneficiary.

10. Sale, Transfer or Encumbrance. Any sale, transfer or encumbrance of the Trust Property (or any portion thereof) shall be strictly prohibited unless and until the obligations of Trustor under the Contract have been satisfied and paid in full or the Contract has been terminated on the terms provided therein for reasons other than a default of Trustor.

11. Ownership Change. Trustor will not change or dissolve its current entity structure or status prior to the satisfaction and payment in full of its obligations under the Contract without the prior written approval of Beneficiary. Any change in ownership of the interests in Trustor shall be prohibited.

12. Time is of the Essence; Waiver of Statute of Limitations. Time is of the essence in all of Trustor's obligations and duties hereunder; and to the extent permitted by law, Trustor waives all present or future statutes of limitations with respect to any debt, demand or obligation secured hereby and any action or proceeding for the purpose of enforcing this Deed of Trust or any rights or remedies contained herein.

13. Forbearance by Beneficiary Not a Waiver. Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or payment of taxes or the discharge of liens or charges by Beneficiary shall not be a waiver of Beneficiary's rights under this Deed of Trust.

14. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and, to the extent permitted under applicable law, may be exercised concurrently, independently or successively.

15. Successors and Assigns Bound; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Beneficiary, Trustee and Trustor. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

16. Notice. All notices shall be delivered as required by the Contract.

17. Governing Law; Severability. This Deed of Trust shall be governed by the laws of the State of Utah. In the event any provision or clause of this Deed of Trust conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust which can be given effect without the conflicting provisions, and to this end the provisions of this Deed of Trust are declared to be severable.

18. Events of Default. Each of the following occurrences shall constitute an event of default hereunder (each an "Event of Default"):

- a. The termination of the Contract as a result of a default by Trustor thereunder (which is not a result of a breach of the obligations of Beneficiary hereunder or under the Contract);
- b. The failure of Trustor to comply in all respects with the covenants, obligations and duties of Trustor as set forth in this Deed of Trust and such failure continues for thirty (30) days after written notice from Beneficiary;
- c. Any representation or warranty made by Trustor to Beneficiary in this Deed of Trust shall prove false or misleading in any material respect;
- d. A trustee, receiver or liquidator of the Trust Property or of Trustor shall be appointed, or any of the creditors of Trustor shall file a petition in bankruptcy against Trustor, or for the reorganization of Trustor pursuant to the United States Bankruptcy Code, or any similar law, whether federal or state, and if such order or petition shall not be discharged or dismissed within sixty (60) days after the date on which such order or petition was filed; or
- e. Trustor shall file a petition pursuant to the United States Bankruptcy Code or any similar law, federal or state, or if Trustor shall be adjudged bankrupt, or be declared insolvent, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall consent to the appointment of a receiver of all or any part of the Trust Property.

19. Foreclosure. Upon the occurrence of any Event of Default, or any time thereafter, Beneficiary may, at its option and in its sole discretion, without any further notice or demand to or upon Trustor, do one or more of the following:

- a. Beneficiary may enter upon, take possession of, manage and operate the Trust Property or any part thereof; make repairs and alterations and do any acts which Beneficiary deems proper to protect the security thereof, and either with or without taking possession, in its own name, sue for or otherwise collect and receive rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney fees and Beneficiary's costs, upon the Indebtedness secured hereby and in such order as Beneficiary may determine. Upon request of Beneficiary, Trustor shall assemble and shall make available to Beneficiary any of the Trust Property which has been removed. The entering upon and taking possession of the Trust Property, the collection of any rents, issues and profits, and the application thereof as aforesaid, shall not cure or waive any default theretofore or thereafter occurring, or affect any notice of default or notice of sale hereunder or invalidate any act done pursuant to any such notice. Notwithstanding Beneficiary's continuance in possession or receipt and application of rents, issues or profits, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust or by law upon or after the occurrence of an Event of Default, including the right to exercise the power of sale. Any actions referred to in this paragraph may be taken by Beneficiary at such time as Beneficiary may determine without regard to the adequacy of any security for the Indebtedness.
- b. Beneficiary shall be entitled to the appointment of a receiver by any court having jurisdiction, without notice, to take possession of, protect and manage the Trust Property and operate the same and collect the rents, issues and profits therefrom.

c. Beneficiary may bring any action in any court of competent jurisdiction to foreclose this Deed of Trust or enforce any of the covenants hereof.

d. Beneficiary may elect to cause the Trust Property or any part thereof to be sold under the power of sale, and in such event, Beneficiary or Trustee shall give such notice of default and notice of sale as may be then required by law. Thereafter, upon the expiration of such time and the giving of such notice of sale as may then be required by law, Trustee, at the time and place specified by the notice of sale, shall sell such Trust Property, or any part thereof specified by Beneficiary (subject to applicable law), at public auction to the highest bidder for cash in lawful money of the United States of America. Upon receipt of payment of the price bid, Trustee shall apply the proceeds in the following order: (i) to the costs and expenses of exercising the power of sale and of the sale, including the payment of trustee's fees actually incurred; (ii) to the Indebtedness; and (iii) the excess, if any, to the person or persons legally entitled thereto.

All costs and expenses incurred by Beneficiary in enforcing any right under this Deed of Trust, including without limitation, abstract or title fees, appraisal fees, premiums for title insurance, attorney fees and court costs, shall, to the extent permitted by law, be and constitute Indebtedness.

Notwithstanding the foregoing, in the event that at the time of foreclosure no additional encumbrances have been recorded against the title to the Trust Property which were not encumbering the Trust Property on the date this Deed of Trust was recorded, then Trustor shall have the right to grant Trustee and/or Beneficiary a deed in lieu of foreclosure.

20. Duties of Trustee and Beneficiary. Trustor agrees that:

a. The duties and obligations of Trustee and Beneficiary shall be determined solely by the express provisions of this Deed of Trust, and the Trustee and/or Beneficiary shall not be liable except for the performance of such duties and obligations as are specifically set forth herein, and no implied covenants or obligations shall be imposed upon Trustee;

b. Except as otherwise expressly provided herein, no provision of this Deed of Trust shall require Trustee or Beneficiary to expend or risk its own funds, or otherwise incur any financial obligation in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers;

c. Trustee and/or Beneficiary may consult with counsel of its own choosing, and the advice of such counsel shall be full and complete authorization and protection in the respect of any action taken or suffered by it hereunder in good faith and reliance thereon; and

d. Neither Trustee nor Beneficiary shall be liable for any action taken by it in good faith and reasonably believed by it to be authorized or within its discretion or rights or powers conferred upon it by this Deed of Trust.

21. Security Agreement and Fixture Filing. This Deed of Trust shall constitute a security agreement and, after recording, shall be effective as a financing statement filed as a fixture filing under the Utah Uniform Commercial Code with respect to all goods constituting a part of the Trust Property including, without limitation, those which are or are to become fixtures related

to the real estate described herein, together with all substitutions and replacements therefor and all other property of Trustor, either similar or dissimilar to the same, together with all proceeds thereof. For this purpose, the following information is provided:

Name & Address of Trustor (Debtor):	Salem Farms Holding Company, LLC 201 South Main Street, Suite 2000 Salt Lake City, Utah 84111 Attention: Walter J. Plumb IV
Name & Address of Beneficiary (Secured Party):	D.R. Horton, Inc. 12351 South Gateway Park Place, Suite D-100 Draper, UT 84020 Attention: Boyd Martin, Division President

22. Substitute Trustee. Beneficiary, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Trust Property, the successor trustee shall succeed to all title, power and duties conferred upon Trustee herein and by applicable law.

23. Miscellaneous Rights of Beneficiary. Any personal property remaining upon the Trust Property after the Trust Property has been possessed or occupied by Beneficiary, its agent or any purchaser following trustee’s sale, foreclosure or under deed in lieu of trustee’s sale or foreclosure, shall be conclusively presumed to have been abandoned by Trustor.

24. Request for Notice. Each party to this Deed of Trust hereby requests that copies of any notice of default and notice of sale be sent to them at their respective mailing addresses set forth above.

25. Release of Deed of Trust. In the event the Contract is terminated as a result of a default by Beneficiary thereunder (which is not a result of a breach of the obligations of Trustor hereunder or under the Contract), Beneficiary shall promptly cause this Deed of Trust to be released of record without payment of additional consideration from Trustor.

IN WITNESS WHEREOF, this Deed of Trust has been executed by Trustor as of the day and year set forth above.

TRUSTOR:
SALEM FARMS HOLDING COMPANY,
LLC, a Utah limited liability company

By: Walter J Plumb IV
Name: Walter J Plumb IV
Title: manager

STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake)

The foregoing document was duly acknowledged before me this 22 day of February 2022, by Walter J Plumb IV, in such person's capacity as a manager of Salem Farms Holding Company, LLC, a Utah limited liability company.

Chantelle Martin Taylor
NOTARY PUBLIC

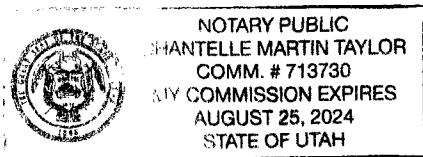


EXHIBIT A**Legal Description of the Trust Property**

Real property located in Utah County, State of Utah, more particularly described as follows:

PARCEL 1:

Beginning 20 chains North and 0.50 of a chain East of the Southwest corner of the Northeast quarter of Section 6, Township 9 South, Range 3 East, Salt Lake Base and Meridian; thence East 9.5 chains; thence South 3.50 chains; thence West 3 1/3 chains; thence South 3 chains; thence East 3 1/3 chains; thence South 3.50 chains; thence West 9.5 chains; thence North 10 chains to the place of beginning.

LESS AND EXCEPTING therefrom any portion contained within that certain Fence Line Agreement recorded July 15, 1999 as Entry No. 80651 in Book 5152 at Page 846, being more particularly described as follows:

Beginning at a fence corner on the East of Utah County Road 400 East, said point being South 216.29 feet and East 38.27 feet according to Utah Coordinate Bearings Central Zone from the North quarter corner of Section 6, Township 9 South, Range 3 East, Salt Lake Base and Meridian; thence South 89°59'42" East along a fence 418.36 feet to a fence corner; thence North 00°51'17" West along a fence 201.04 feet to a fence corner on the South line of Utah County Road 8800 South (aka Powerhouse Road); thence North 89°22'43" East along a fence on said South line of 8800 South 240.11 feet to a fence corner; thence departing said South line of 8800 South, South 00°10'46" East along a fence 205.42 feet to a fence corner; thence South 00°54'23" East along a fence 406.38 feet; thence South 00°33'37" East along a fence 695.82 feet to a fence corner; thence South 89°09'38" West along a fence 662.131 feet to a fence corner on the East side of Utah County Road 400 East; thence North 00°22'27" West along said road 1113.66 feet to the point of beginning.

PARCEL 2:

Commencing at the center of Section 6, Township 9 South, Range 3 East, Salt Lake Base and Meridian; thence East 10 chains; thence North 10 chains; thence West 10 chains; thence South 10 chains to the place of beginning.

PARCEL 3:

Commencing 10 chains West of the Northeast corner of the Southeast quarter of Section 6, Township 9 South, Range 3 East, Salt Lake Base and Meridian; thence South 6 2/3 chains; thence West 30 chains; thence North 6 2/3 chains; thence East 30 chains to the place of beginning.

ALSO:

Commencing at the Southeast corner of the Southwest quarter of the Northeast quarter of Section 6, Township 9 South, Range 3 East, Salt Lake Base and Meridian; thence West 10 chains; thence North 13.50 chains; thence West 3 1/3 chains; thence North 3 chains; thence East 3 1/3 chains; thence North 23 1/2 chains; thence East 363 feet; thence South 616.5 feet; thence East 297 feet; thence South 2023.5 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM any portion contained in the Boundary Line Agreement Quitclaim Deed recorded November 9, 2015 as Entry No. 101395:2015 and corrected by Affidavit recorded January 8, 2016 as Entry No. 1777:2016, and being more particularly described as follows:

A parcel of land, situate in the East half of Section 6, Township 9 South, Range 3 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the Southeast corner of said Section 6, and running thence South 88°46'58" West 677.53 feet along the Section line; thence North 00°34'29" West 2630.01 feet to and along a long-established wire fence, crossing the Salem Canal, to a corner of said fence; thence North 88°42'01" East 35.58 feet along said fence line, to another corner thereof; thence North 00°32'11" West 1339.41 feet along and past the end of said fence line, to its extended intersection with the extension of another fence line; thence North 89°14'02" East 656.67 feet to, along, and past the end of said fence line, to the measured Section line; thence South 00°24'40" East 1316.18 feet along said Section line, to and along another existing fence line, more or less, to the East quarter corner of said Section 6; thence South 00°19'03" East 2648.31 feet along the Section line, also following, more or less, another existing fence line, to the point of beginning.

ALSO LESS AND EXCEPTING THEREFROM any portion contained within that certain Fence Line Agreement recorded July 15, 1999 as Entry No. 80651 in Book 5152 at Page 846, being more particularly described as follows:

Beginning at a fence corner on the East of Utah County Road 400 East, said point being South 216.29 feet and East 38.27 feet according to Utah Coordinate Bearings Central Zone from the North quarter corner of Section 6, Township 9 South, Range 3 East, Salt Lake Base and Meridian; thence South 89°59'42" East along a fence 418.36 feet to a fence corner; thence North 00°51'17" West along a fence 201.04 feet to a fence corner on the South line of Utah County Road 8800 South (aka Powerhouse Road); thence North 89°22'43" East along a fence on said South line of 8800 South 240.11 feet to a fence corner; thence departing said South line of 8800 South, South 00°10'46" East along a fence 205.42 feet to a fence corner; thence South 00°54'23" East along a fence 406.38 feet; thence South 00°33'37" East along a fence 695.82 feet to a fence corner; thence South 89°09'38" West along a fence 662.131 feet to a fence corner on the East side of Utah County Road 400 East; thence North 00°22'27" West along said road 1113.66 feet to the point of beginning.

PARCEL 4:

Beginning at the South quarter corner to Section 6, Township 9 South, Range 3 East, Salt Lake Base and Meridian; thence East along the section line 33.0 feet; thence North and parallel to the quarter section line 2,200.0 feet; thence East and parallel to the South section line 1975.0 feet more or less to a point that is 660 feet West of the East section line to Section 6; thence South and parallel to said East section line 2,200.0 feet to the South line to Section 6; thence West along said South line, 688.0 feet; thence South 198.0 feet; thence West and parallel to said South Section line 1,320.0 feet; thence North 198.0 feet to the quarter corner which is the point of beginning.

LESS AND EXCEPTING THEREFROM that portion contained in that certain Warranty Deed recorded April 14, 1976 as Entry No. 8567 in Book 1469 at Page 268, and being more particularly described as follows:

Commencing at a point along the section line 1322.29 feet (South 89°08'54" West) and South 00°51'06" East 52.1 feet from the Northeast corner of Section 7, Township 9 South, Range 3 East, Salt Lake Base and Meridian; thence South 00°51'06" East 145.9 feet; thence South 89°08'54" West 200.0 feet more or less to the center line of a road; thence North 53°02'00" East along said center line of road 247.55 feet more or less to the point of commencement.

ALSO LESS AND EXCEPTING THEREFROM that portion contained in the Boundary Line Agreement Quitclaim Deed recorded November 9, 2015 as Entry No. 101395:2015 and corrected by Affidavit recorded January 8, 2016 as Entry No. 1777:2016, and being more particularly described as follows:

A parcel of land, situate in the East half of Section 6, Township 9 South, Range 3 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the Southeast corner of said Section 6, and running thence South 88°46'58" West 677.53 feet along the section line; thence North 00°34'29" West 2630.01 feet to and along a long-established wire fence, crossing the Salem Canal, to a corner of said fence; thence North 88°42'01" East 35.58 feet along said fence line, to another corner thereof; thence North 00°32'11" West 1339.41 feet along and past the end of said fence line, to its extended intersection with the extension of another fence line; thence North

89°14'02" East 656.67 feet to, along, and past the end of said fence line, to the measured section line; thence South 00°24'40" East 1316.18 feet along said section line, to and along another existing fence line, more or less, to the East quarter corner of said Section 6; thence South 00°19'03" East 2648.31 feet along the Section line, also following, more or less, another existing fence line, to the point of beginning.

PARCEL 5:

The West half of the Southeast quarter of the Northeast quarter of Section 6, Township 9 South, Range 3 East, Salt Lake Base and Meridian.

LESS AND EXCEPTING THEREFROM that portion contained in the Boundary Line Agreement Quitclaim Deed recorded November 9, 2015 as Entry No. 101395:2015 and corrected by Affidavit recorded January 8, 2016 as Entry No. 1777:2016, and being more particularly described as follows:

A parcel of land, situate in the East half of Section 6, Township 9 South, Range 3 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the Southeast corner of said Section 6, and running thence South 88°46'58" West 677.53 feet along the Section line; thence North 00°34'29" West 2630.01 feet to and along a long-established wire fence, crossing the Salem Canal, to a corner of said fence; thence North 88°42'01" East 35.58 feet along said fence line, to another corner thereof; thence North 00°32'11" West 1339.41 feet along and past the end of said fence line, to its extended intersection with the extension of another fence line; thence North 89°14'02" East 656.67 feet to, along, and past the end of said fence line, to the measured Section line; thence South 00°24'40" East 1316.18 feet along said Section line, to and along another existing fence line, more or less, to the East quarter corner of said Section 6; thence South 00°19'03" East 2648.31 feet along the Section line, also following, more or less, another existing fence line, to the point of beginning.

PARCEL 6:

Commencing 1 rod South and 1 rod West of the Northeast corner of Section 6, Township 9 South, Range 3 East, Salt Lake Base and Meridian; thence South 20 chains; thence West 19.75 chains; thence North 20 chains; thence East 19.75 chains to beginning.

LESS AND EXCEPTING THEREFROM that portion contained in the Boundary Line Agreement recorded November 9, 2015 as Entry No. 101395:2015 and corrected by Affidavit recorded January 8, 2016 as Entry No. 1777:2016, and being more particularly described as follows:

A parcel of land, situate in the East half of Section 6, Township 9 South, Range 3 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the Southeast corner of said Section 6, and running thence South 88°46'58" West 677.53 feet along the Section line; thence North 00°34'29" West 2630.01 feet to and along a long-established wire fence, crossing the Salem Canal, to a corner of said fence; thence North 88°42'01" East 35.58 feet along said fence line, to another corner thereof; thence North 00°32'11" West 1339.41 feet along and past the end of said fence line, to its extended intersection with the extension of another fence line; thence North 89°14'02" East 656.67 feet to, along, and past the end of said fence line, to the measured Section line; thence South 00°24'40" East 1316.18 feet along said Section line, to and along another existing fence line, more or less, to the East Quarter corner of said Section 6; thence South 00°19'03" East 2648.31 feet along the Section line, also following, more or less, another existing fence line, to the point of beginning.

PARCEL 7:

Commencing 0.25 of a chain South and 0.25 of a chain East of the Northwest corner of Section 5, Township 9 South, Range 3 East of the Salt Lake Base and Meridian; thence East 29.50 chains; thence South 9.23 chains; thence West 29.50 chains; thence North 9.23 chains to the place of beginning.

ALSO:

Commencing 0.25 of a chain South from the Northwest corner of Section 5, Township 9 South, Range 3 East, Salt Lake Base and Meridian; thence East 0.25 of a chain; thence South 19.75 chains; thence East 29.50 chains, thence North 10.52 chains; thence East 22.6 feet; thence South 698.37 feet; thence West 1986.1 feet; thence North 1307.55 feet to the place of beginning.

PARCEL 8:

Commencing 25 links South and 15 chains East of the Northwest corner of Section 5, Township 9 South, Range 3 East, Salt Lake Base and Meridian; thence East 14.75 chains; thence South 9.23 chains; thence West 14.75 chains; thence North 9.23 chains more or less to the point of beginning.

PARCEL 9:

Commencing 25 links East and 9.48 chains South of the Northwest corner of Section 5, Township 9 South, Range 3 East of the Salt Lake Base and Meridian; thence running East along the center of the U.S. R. S. Canal 29.50 chains; thence South 10.52 chains; thence West 29.50 chains; thence North 10.52 chains to the place of beginning.

PARCEL 10:

All of Lots 1 and 2 and the East 10.25 chains of Lot 3; the Southwest quarter of the Northeast quarter, and the West half of the Southeast quarter, all in Section 5, Township 9 South, Range 3 East of the Salt Lake Base and Meridian.

LESS AND EXCEPTING all that portion contained in that certain Warranty Deed recorded July 2, 1910 as Entry No. 3477 in Book 109 at Page 95, and being more particularly described as follows:

Beginning at the Northeast corner of Section five (5) Township nine (9) South, Range three (3) East Salt Lake Base And Meridian, and running thence South eighty eight (88) degrees, fifty-six (56) minutes and thirty (30) seconds West, one hundred two (102) feet (scaled) thence South forty (40) degrees, five (5) minutes and thirty (30) seconds West, four hundred thirty-six (436) feet (scaled) thence on a curved line having a radius of three hundred eighty six and fifty-seven one-hundredths (386.57) feet (the chord of which bears South twenty-five (25) degrees sixteen (16) minutes and thirty (30) seconds West) one hundred ninety-seven and seventy-two one-hundredths (197.72) feet; thence on a curved line having a radius of one hundred five and forty-nine one-hundredths (105.49) feet, the chord of which bears South twenty-three (23) degrees, twenty four (24) minutes and thirty (30) seconds West, forty-seven and twenty eight one hundredths (47.28) feet; thence, South thirty-six (36) degrees, twenty-one (21) minutes and thirty (30) seconds West five hundred fifty-three and five one-hundredths (553.05) feet; thence, on a curved line having a radius of two and fifty-seven one-hundredths (2.57) feet, the chord of which bears South forty-four (44) degrees, fifty-nine (59) minutes and thirty (30) seconds West, seventy-seven one-hundredths (0.77) feet; thence South fifty-three (53) degrees, thirty-seven (37) minutes and thirty (30) seconds West, sixty-four and seventy-one one-hundredths (64.71) feet, thence on a curved line having a radius of three hundred eighty-six and fifty-seven one-hundredths (386.57) feet, the chord of which bears South forty-six (46) degrees, forty (40) minutes and fifteen (15) seconds West, ninety-three and sixty-one one-hundredths (93.61) feet; thence South thirty-nine (39) degrees and forty-three (43) minutes West, three hundred fifteen (315) feet (scaled) thence, North eighty-eight (88) degrees, fifty-six (56) minutes and thirty (30) seconds East, two hundred sixty-four and ten one-hundredths (264.10) feet; thence North thirty-nine (39) degrees, and forty-three (43) minutes East, one-hundred forty (140) feet (Scaled); thence on a curved line having a radius of one hundred eighty-six and fifty-seven one-hundredths (186.57) feet, the chord of which bears North forty-six (46) degrees, forty (40) minutes and fifteen (15) seconds East forty-five and eighteen one-hundredths (45.18) feet; thence North fifty-three (53) degrees, thirty-seven (37) minutes and thirty (30) seconds East, sixty-four and seventy-one one-hundredths (64.71) feet; thence on a curved line having a radius of two hundred two and fifty-seven one-hundredths (202.57) feet, the chord of which bears North forty-four (44) degrees, fifty-nine (59) minutes, and thirty (30) seconds East, Sixty and eighty-two one hundredths (60.82) feet; thence North thirty-six (36) degrees, twenty-one (21) minutes and thirty (30) seconds East, five hundred fifty-three and five one-hundredths (553.05) feet; thence, on a curved line

having a radius of three-hundred five and forty-nine hundredths (305.49) feet, the chord of which bears North twenty-three (23) degrees, twenty-four (24) minutes, and thirty (30) seconds East, one-hundred thirty-six and ninety two one-hundredths (136.92) feet; thence on a curved line having a radius of one-hundred eighty-six and fifty-seven one-hundredths (186.57) feet, the chord of which bears North twenty-five (25) degrees, sixteen (16) minutes and thirty (30) seconds East, ninety-five and forty-two one-hundredths (95.42) feet; thence North forty (40) degrees five (5) minutes and thirty (30) seconds East, three-hundred sixty (360) feet (scaled) thence North one-hundred ninety-seven and twenty two one-hundredths (197.22) feet, to place of beginning.

PARCEL 11:

Commencing 25 links East and 20 chains South of the Northwest corner of Section 5, Township 9 South, Range 3 East, Salt Lake Base and Meridian; thence East 29.50 chains; thence North 10.52 chains; thence East 22.6 feet; thence South 698.37 feet; thence West 1969.6 feet; thence North 4.05 feet to the place of beginning.

ALSO:

The South half of the Northwest quarter and the West half of the Southwest quarter of Section 5, Township 9 South, Range 3 East, Salt Lake Base and Meridian.

LESS AND EXCEPTING THEREFROM the following:

Beginning at the Southwest corner of Section 5, Township 9 South, Range 3 East, Salt Lake Base and Meridian, and running thence North 393.5 feet to the South side of the Salem Canal right of way; thence along the said canal right of way North 79°00'00" East 142.0 feet; thence North 45°00'30" East 206.0 feet; thence North 81°00'30" East 115.0 feet; thence South 583.7 feet to the North side of an East-West road; thence along the North side of said road South 89°45'00" West 400.0 feet to the place of beginning.

PARCEL 12:

Commencing at the Northwest corner of the Northeast quarter of the Southwest quarter of Section 5, Township 9 South, Range 3 East, Salt Lake Base and Meridian; and running thence South 5 chains; thence East 20 chains; thence North 5 chains; thence West 20 chains to the point of beginning.

PARCEL 13:

Commencing 5 chains South of the Northwest corner of the Northeast quarter of the Southwest quarter of Section 5, Township 9 South, Range 3 East, Salt Lake Base and Meridian; and running thence South 5 chains; thence East 20 chains; thence North 5 chains; thence West 20 chains to the point of beginning.

PARCEL 14:

A portion of the Northeast quarter of Section 6, Township 9 South, Range 3 East, of the Salt Lake Base and Meridian described as follows:

Beginning at the East quarter corner of Section 6, Township 9 South, Range 3 East, of the Salt Lake Base and Meridian; thence South 89°11'13" West along the quarter Section line 653.80 feet to an existing fence line as described in that Boundary Line Agreement recorded November 9, 2015 as Entry No. 101395:2015 and corrected by Affidavit recorded January 8, 2016 as Entry No. 1777:2016; thence along said Boundary line Agreement the following three (3) courses: North 00°31'58" West 1316.75 feet; thence North 89°14'15" East 656.67 feet to the Section line; thence South 00°24'27" East along the Section line 1316.18 feet to the point of beginning.

LESS THE CANAL.

Parcels 1 through 14 above being more particularly described by survey as follows:

A PORTION OF SECTION 5, AND A PORTION OF THE EAST HALF OF SECTION 6, AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 7, ALL IN TOWNSHIP 9 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 6, TOWNSHIP 9 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN; THENCE N88°47'12"E ALONG THE SECTION LINE 33.00 FEET; THENCE N0°22'15"W (ALONG A LINE PARALLEL WITH AND 33.00 FEET PERPENDICULARLY DISTANCE EAST FROM THE QUARTER SECTION LINE) 2666.67 FEET TO THE QUARTER SECTION LINE; THENCE S89°11'13"W ALONG THE QUARTER SECTION LINE 33.00 FEET TO THE CENTER OF SECTION 6; THENCE N0°22'15"W ALONG THE QUARTER SECTION LINE 660.01 FEET; THENCE EAST 33.00 FEET; THENCE N0°22'15"W (ALONG A LINE PARALLEL WITH AND 33.00 FEET PERPENDICULARLY DISTANCE EAST FROM THE QUARTER SECTION LINE) 660.63 FEET TO THE SOUTH LINE OF THAT FENCE LINE AGREEMENT DESCRIBED IN DEED ENTRY NO. 80651:1999 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER; THENCE ALONG SAID FENCE LINE AGREEMENT THE FOLLOWING FOUR (4) COURSES: N89°09'38"E 666.07 FEET; THENCE N0°33'37"W 695.82 FEET; THENCE N0°54'23"W 406.38 FEET; THENCE N0°10'46"W 206.48 FEET TO THE SOUTH LINE OF 8800 SOUTH STREET ALSO BEING THE NORTH LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 782:1959 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER; THENCE N88°55'00"E ALONG SAID REAL PROPERTY 360.63 FEET TO A FENCE CORNER; THENCE ALONG AN EXISTING FENCE THE FOLLOWING THREE (3) COURSES: S0°30'39"E 603.58 FEET; THENCE N89°06'34"E 298.48 FEET; THENCE N0°39'04"W 605.35 FEET TO THE SOUTH LINE OF 8800 SOUTH STREET, BEING 16.50 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 6; THENCE N89°14'02"E (ALONG A LINE PARALLEL WITH AND 16.5 FEET PERPENDICULARLY DISTANCE SOUTH FROM SAID SECTION LINE) 1300.34 FEET TO A POINT WHICH LIES 16.50 FEET WEST OF THE EAST LINE OF SAID SECTION 6; THENCE S0°24'27"E (ALONG A LINE PARALLEL WITH AND 16.50 FEET PERPENDICULARLY DISTANCE WEST FROM SAID SECTION LINE) 1315.79 FEET; THENCE N89°14'15"E 16.50 FEET TO THE EAST LINE OF SAID SECTION 6; THENCE N0°24'27"W ALONG THE SECTION LINE 1332.29 FEET TO THE NORTHEAST CORNER OF SAID SECTION 6; THENCE N89°09'50"E ALONG THE SECTION LINE 2662.93 FEET TO THE NORTH QUARTER CORNER OF SECTION 5; THENCE N89°08'08"E ALONG THE SECTION LINE 2611.44 FEET TO THE NORTHERLY LINE OF THE STRAWBERRY HIGHLINE CANAL DESCRIBED IN ENTRY NO. 3477:1910 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER; THENCE ALONG THE NORTHERLY LINE OF SAID CANAL THE FOLLOWING EIGHT (8) COURSES: S40°05'30"W 436.46 FEET; THENCE ALONG THE ARC OF A 386.57 FOOT RADIUS CURVE TO THE LEFT 199.94 FEET THROUGH A CENTRAL ANGLE OF 29°38'01" (CHORD: S25°16'30"W 197.71 FEET); THENCE ALONG THE ARC OF A 105.49 FOOT RADIUS CURVE TO THE RIGHT 47.69 FEET THROUGH A CENTRAL ANGLE OF 25°54'01" (CHORD: S23°24'30"W 47.28 FEET); THENCE S36°21'30"W 553.05 FEET; THENCE ALONG THE ARC OF A 2.57 FOOT RADIUS CURVE TO THE RIGHT 0.77 FEET THROUGH A CENTRAL ANGLE OF 17°16'00" (CHORD: S44°59'30"W 0.77 FEET); THENCE S53°37'30"W 64.71 FEET; THENCE ALONG THE ARC OF A 386.57 FOOT RADIUS CURVE TO THE LEFT 93.84 FEET THROUGH A CENTRAL ANGLE OF 13°54'30" (CHORD: S46°40'15"W 93.61 FEET); THENCE S39°43'00"W 328.60 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 5; THENCE S89°22'44"W ALONG SAID NORTH LINE 227.54 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S0°40'10"W ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER 1341.01 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE S0°39'59"W ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 2706.37 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE S89°22' 17"W ALONG THE SECTION LINE 1314.65 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 5; THENCE N0°13'24"E ALONG THE QUARTER SECTION LINE 2265.09 FEET TO THE NORTHERLY LINE OF THE STRAWBERRY HIGHLINE CANAL; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING THREE COURSES: SOUTHWESTERLY ALONG THE ARC OF A 291.12 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: S33°35'01"E) 141.67 FEET THROUGH A CENTRAL ANGLE OF 27°52'57" (CHORD: S42°28'31"W 140.28 FEET) THENCE S28°32'03"W 97.35 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 195.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: S 11 °25'57"E) 98.15 FEET THROUGH A CENTRAL ANGLE OF 28°50'16" (CHORD: S64°08'55"W 97.11 FEET) TO THE NORTH

LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 12055:2018 BEING MORE PARTICULARLY DEFINED ON THAT RECORD OF SURVEY NO. 08-349; THENCE S89°58'27"W ALONG SAID SURVEY LINE AND IN PART ALONG AN EXISTING FENCE LINE 1085.85 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 5; THENCE S0°02'34"E ALONG SAID WEST LINE 2010.01 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE N88°58'46"W ALONG THE SECTION LINE 904.26 FEET TO THE EAST LINE OF THAT REAL PROPERTY DESCRIBED IN ENTRY NO. 75263:2014 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER; THENCE ALONG SAID REAL PROPERTY THE FOLLOWING FOUR (4) COURSES: NORTH 589.11 FEET; THENCE S81°30'00"W 115.00 FEET; THENCE S45°30'00"W 206.00 FEET; THENCE S79°00'00"W 144.19 FEET TO THE WEST LINE OF SAID SECTION 5; THENCE N0°18'48"W ALONG THE SECTION LINE 2255.20 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 5; THENCE S89°11'13"W ALONG THE QUARTER SECTION LINE 653.80 FEET TO AN EXISTING FENCE LINE AS DESCRIBED IN THAT FENCE LINE AGREEMENT DESCRIBED IN DEED ENTRY NO. 101395:2015; THENCE ALONG SAID FENCE LINE AND FENCE LINE AGREEMENT THE FOLLOWING THREE (3) COURSES: S0°31'58"E 22.66 FEET; THENCE S88°42'14"W 35.58 FEET; THENCE S0°34'16"E 2615.85 FEET TO THE NORTH LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 38786:2012 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER; THENCE S89°58'54"W 641.60 FEET TO THE NORTHWEST CORNER OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 64690:2016 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER; THENCE S0°01'06"E 27.52 FEET TO THE SOUTH LINE OF SAID SECTION 6; THENCE S88°47'12"W ALONG THE SECTION LINE 28.70 FEET TO THE EAST LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 4258:1959 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER; THENCE S1°12'48"E ALONG SAID REAL PROPERTY 70.90 FEET TO THE NORTH LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 153220:2002 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER; THENCE S52°40'18"W ALONG SAID REAL PROPERTY 215.65 FEET TO THE SOUTH LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 4258: 1959 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER; THENCE ALONG SAID REAL PROPERTY THE FOLLOWING TWO (2) COURSES: S88°47'12"W 1147.95 FEET TO THE QUARTER SECTION LINE; THENCE N0°22'46"W ALONG THE QUARTER SECTION LINE 198.02 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 9 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 5 AND THE SOUTHERLY LINE OF THE STRAWBERRY HIGHLINE CANAL DESCRIBED IN ENTRY NUMBER 3477:1910 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER SAID POINT BEING LOCATED S1°06'42"W ALONG THE SECTION LINE 195.84 FEET FROM THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 9 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN; THENCE S1°06'42"W ALONG THE SECTION LINE 1151.20 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 5; THENCE S89°22'44"W ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER 856.10 FEET TO SAID SOUTHERLY LINE OF THE STRAWBERRY HIGHLINE CANAL; THENCE ALONG THE SOUTHERLY LINE OF SAID CANAL THE FOLLOWING EIGHT (8) COURSES: N39°43'00"E 158.77 FEET; THENCE ALONG THE ARC OF A 186.57 FOOT RADIUS CURVE TO THE RIGHT 45.29 FEET THROUGH A CENTRAL ANGLE OF 13°54'30" (CHORD: N46°40'15"E 45.18 FEET); THENCE N53°37'30"E 64.71 FEET; THENCE ALONG THE ARC OF A 202.57 FOOT RADIUS CURVE TO THE LEFT 61.05 FEET THROUGH A CENTRAL ANGLE OF 17°16'00" (CHORD: N44°59'30"E 60.82 FEET); THENCE N36°21'30"E 553.05 FEET; THENCE ALONG THE ARC OF A 305.49 FOOT RADIUS CURVE TO THE LEFT 138.10 FEET THROUGH A CENTRAL ANGLE OF 25°54'01" (CHORD: N23°24'30"E 136.92 FEET); THENCE ALONG THE ARC OF A 186.57 FOOT RADIUS CURVE TO THE RIGHT 96.49 FEET THROUGH A CENTRAL ANGLE OF 29°38'01" (CHORD: N25°16'30"E 95.42 FEET); THENCE N40°05'30"E 350.88 FEET TO THE POINT OF BEGINNING.