WHEN RECORDED, RETURN TO:

Randall M. Larsen Gilmore & Bell, P.C. 15 W. South Temple, Suite 1450 Salt Lake City, Utah 84101 13472651 11/24/2020 2:36:00 PM \$92.00 Book - 11067 Pg - 4237-4261 RASHELLE HOBBS Recorder, Salt Lake County, UT ALTA TITLE BY: eCASH, DEPUTY - EF 25 P.

LEASEHOLD DEED OF TRUST,
ASSIGNMENT OF RENTS
AND
SECURITY AGREEMENT

THIS LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT ("Deed of Trust") is made as of November 1, 2020, by and among the Municipal Building Authority of Murray City, Utah, a nonprofit corporation duly organized under the laws of the State of Utah ("Trustor") whose address for purposes of this agreement is 5025 South State Street, Murray, Utah 84107; and Alta Title Insurance Agency, whose place of business is 2180 South 1300 East, Suite 270, Salt Lake City, Utah 84106 ("Trustee") as trustee under this Deed of Trust, and Zions Bancorporation, National Association, whose place of business is One South Main Street, 12<sup>th</sup> Floor, Salt Lake City, Utah 84133 (the "Beneficiary"), as trustee under a General Indenture of Trust dated as of November 1, 2020 (the "General Indenture") as supplemented by a First Supplemental Indenture of Trust dated as of November 1, 2020 (the "First Supplemental Indenture" and together with the General Indenture, the "Indenture") executed in connection with the issuance of the \$31,310,000 Municipal Building Authority of Murray City, Utah, Lease Revenue Bonds, Series 2020 (the "Series 2020 Bonds").

## WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, assigns, conveys and warrants to Trustee for the benefit of the Beneficiary, IN TRUST, WITH POWER OF SALE, under and subject to the terms and conditions hereinafter set forth, that estate created by and all right, title and interest of the Trustor as lessee under that certain Ground Lease Agreement dated as of November 1, 2020 (the "Ground Lease"), by and between Murray City Corporation, a body politic (the "City") as lessor and Trustor as lessee, which Ground Lease demises and leases that property situated in Salt Lake County, Utah described in Exhibit A attached hereto (the "Property"), including, but not limited to, all of Trustor's right, title and interest in and to all the improvements on said Property and appurtenances. The interests of Trustor in the Property as described in the attached Exhibit A and all of the improvements and appurtenances relating thereto are collectively referred to hereinafter as the "Project";

TOGETHER WITH all rents, issues, profits, privileges, licenses, royalties, income and other benefits derived from the Project (collectively the "rents");

Walth #20001.

4811-9240-1318, v. 1

Ent 13472651 BK 11067 PG 4237

TOGETHER WITH all right, title and interest of Trustor in and to all leases or subleases covering the Project or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Trustor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits and payments of similar nature;

TOGETHER WITH all right, title and interest of Trustor in and to all options to purchase or lease the Project or any portion thereof or interest thereon, and any greater estate in the Project owned or hereafter acquired;

TOGETHER WITH all interests, estate or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the Project;

TOGETHER WITH all right, title and interest of Trustor in and to all easements, rights-of-way and rights used in connection with or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Project, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Project;

TOGETHER WITH all right, title and interest of Trustor in and to any and all buildings and improvements now or hereafter erected on the Property, including, but not limited to, the fixtures, fittings, and other articles attached to said buildings and improvements financed or refinanced with proceeds of the Series 2020 Bonds or any Additional Bonds or Refunding Bonds (these and all terms herein commencing with initial capital letters and not otherwise defined herein shall have meanings as defined in the Indenture), including but not limited to all machinery, equipment, material, appliances and fixtures now or hereafter installed or placed in said buildings or on the Property, together with all substitutions, replacements and renewals thereof, for the generation or distribution of air, water, heat, electricity, light, fuel or refrigeration or for ventilating or air conditioning purposes or for sanitary or drainage purposes, for the removal of dust, refuse or garbage, and including stoves, ranges, cabinets, laundry equipment, all elevators, awnings, window shades, venetian blinds, drapery rods and brackets, screens, floor coverings, including all rugs and carpets attached to floors, lobby furnishings and incinerators and all other similar items and things; all of the items and things so specified and all other similar items or things, whether now or hereafter placed on the Property, being hereby declared to be, and in all circumstances, shall be construed to be, for and in connection with the purposes and powers of this Deed of Trust, things affixed to and a part of the Project described herein; the specific enumerations herein not excluding the general (the "Improvements"); excepting any personal property or fixtures of any tenant which are not financed or refinanced with proceeds of the Series 2020 Bonds or any Additional Bonds or Refunding Bonds (the Series 2020 Bonds and Additional Bonds and Refunding Bonds are collectively referred to herein as the "Bonds"); and

TOGETHER WITH all the estate, interest, right, title and other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect

thereof, which Trustor now has or may hereafter acquire in the Project, and any and all awards made for the taking from the Trustor by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Project, including without limitation any awards resulting from a change of grade of streets and awards for severance damages; and

TOGETHER WITH all right, title and interest of Trustor in and to all tangible personal property financed or refinanced with proceeds of the Series 2020 Bonds or any Additional Bonds or Refunding Bonds (the "Personal Property") owned by Trustor and now or at any time hereafter located on or at the Project or used in connection therewith, including, but not limited to: furnishings, machinery and equipment, together with all substitutions, replacements and renewals thereof.

The entire estate, Property and interest hereby conveyed to Trustee as described above may hereafter be referred to as the "Trust Estate." Notwithstanding the breadth of the foregoing, the property covered by this Deed of Trust shall not include: (i) personal property which may be owned by lessees or other occupants of any portion of the Project, rather than by Trustor, or which may be leased by such lessees or other occupants from a party other than Trustor; or (ii) material, equipment, tools, machinery or other personal property which has been brought upon the Project only for use in construction, maintenance or repair and which is not intended to remain after the completion of such construction, maintenance or repair, and which is not necessary for occupancy, maintenance or use of the Project or the improvements thereon, provided, however, that this provision shall not limit Trustor's right to assert a landlord's lien against a defaulting tenant.

## FOR THE PURPOSES OF SECURING:

- (A) (1) Payment of the principal, interest and premium, if any, of the Series 2020 Bonds of Trustor, issued pursuant to the Indenture, and payable at the times, in the manner and with interest and premium, if any, as therein set forth, and any extensions and/or renewals or modifications thereof; (2) payment of the principal, interest and premium, if any, on any Additional Bonds or Refunding Bonds issued pursuant to the Indenture, and payable at the times, in the manner and with interest and premium as therein set forth, and any extensions and/or renewals or modifications thereof; (3) the performance of each agreement of Trustor contained in the Bonds, the Indenture, the Master Lease with respect to the Project and this Deed of Trust and any other instrument securing payment of the Bonds; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms of this Deed of Trust (including, but not limited to the payments outlined in Sections 1.11 and 1.18 of this Deed of Trust), any other instrument securing payment of the Bonds, the Indenture or the Master Lease, together with interest thereon as provided in the Indenture.
- (B) Performance of all obligations of Trustor under the Indenture and each agreement of Trustor incorporated by reference therein or herein, or contained therein or herein.

(C) Performance of all obligations of Trustor contained in this Deed of Trust, the Bonds, the Indenture and any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby.

This Deed of Trust, the Bonds, the Indenture, the Ground Lease, the Master Lease and any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby may hereafter be referred to as the "Loan Instruments."

TO PROTECT THE SECURITY OF THE LOAN INSTRUMENTS TRUSTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

## ARTICLE I

# COVENANTS AND AGREEMENTS OF TRUSTOR

Section 1.1 <u>Payment of Secured Obligations</u>. Trustor hereby covenants and agrees to pay when due the principal of, premium, if any, and the interest on, the indebtedness evidenced by the Bonds (as set forth therein), all charges, fees and all other sums as provided in the Loan Instruments, and the principal of, and interest on, any future advances secured by this Deed of Trust.

Section 1.2 Maintenance, Repair. Alterations. Trustor hereby covenants and agrees to keep the Trust Estate or cause the Trust Estate to be kept in good condition and repair; not to remove, demolish or materially alter (except such alterations as may be required by laws, ordinances or regulations) any buildings or fixtures constituting part of the Improvements in such a manner as to in any way damage the Improvements or in any way reduce the fair rental value of the Improvements to less than the fair rental value of the Improvements immediately prior to such alteration; to complete promptly and in good and workmanlike manner any improvement which may be constructed on the Project and, to the extent provided in the Indenture and in the Master Lease, promptly restore in like manner any Improvements which may be damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Trust Estate or any part thereof or requiring any alterations or improvements; not to commit or permit any waste or deterioration of the Trust Estate, to keep and maintain or cause to be kept and maintained, grounds, sidewalks, roads, parking and landscaped areas in good and neat order and repair; not to commit, suffer or permit any act to be done in or upon the Trust Estate in violation of any law, ordinance or regulation. Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this Section 1.2, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

Section 1.3 <u>Required Insurance</u>. Trustor hereby covenants and agrees to at all times provide, maintain and keep in force or cause to be kept in force such insurance as is set forth in Article IX of the Master Lease with respect to the Improvements.

- Section 1.4 Payment of Premiums. In the event Trustor fails to provide (as may be evidenced by certificate), maintain, keep in force or deliver and furnish to Beneficiary policies of insurance required by Article IX of the Master Lease, Beneficiary, in addition to all other rights it may have hereunder, including, without limitation, those set forth in Article III hereof, may, but shall not be required to, procure such insurance or single interest insurance for such risks covering Beneficiary's interest, and Trustor will pay, or cause to be paid, all premiums thereon promptly upon demand by Beneficiary, and until such payment is made by Trustor therefor the amount of all such premiums which have been paid by Beneficiary shall bear interest at a rate per annum provided in Article IX of the Master Lease. Trustor shall, upon Beneficiary's reasonable request, deposit, or cause to be deposited, with Beneficiary in monthly installments, an amount equal to one-twelfth of the estimated aggregate annual insurance premiums on all policies of insurance required by this Deed of Trust. Trustor further agrees, upon Beneficiary's request, to cause all bills, statements or other documents relating to the foregoing insurance premiums to be sent or mailed directly to Beneficiary. Upon receipt of such bills, statements or other documents, and provided Trustor has deposited sufficient funds with Beneficiary pursuant to this Section 1.4, Beneficiary shall pay such amounts as may be due thereunder out of the funds so deposited with Beneficiary. If at any time and for any reason the funds deposited with Beneficiary are or will be insufficient to pay such amounts as may then or subsequently be due, Beneficiary shall notify Trustor and Trustor shall immediately deposit, or cause to be deposited, an amount equal to such deficiency with Beneficiary. Notwithstanding the foregoing, nothing contained herein shall cause Beneficiary to be deemed a trustee of said funds or to be obligated to pay any amounts in excess of the amount of funds deposited with Beneficiary pursuant to this Section 1.4.
- Section 1.5 <u>Insurance Proceeds</u>. After the happening of any casualty to the Trust Estate or any part thereof, Trustor shall give prompt written notice thereof to Beneficiary.
  - (a) In the event of any damage or destruction of the Project, Trustor shall apply the insurance proceeds in the manner set forth in Article X of the Master Lease.
  - (b) In the event of such loss or damage, all proceeds of insurance shall be payable pursuant to subparagraph (a) above. Except as otherwise provided in the Master Lease, Trustor may settle, adjust or compromise any claims for loss, damage or destruction under any policy or policies of insurance only with written approval of Beneficiary, but subject to the rights of Bondholders under the Indenture.
  - (c) Except to the extent that insurance proceeds are received by Trustor and applied to the indebtedness secured hereby, pursuant to the Indenture and the Master Lease, nothing herein contained shall be deemed to excuse Trustor from repairing or maintaining the Trust Estate as provided in Section 1.2 hereof or restoring all damage or destruction to the Trust Estate, regardless of whether or not there are insurance proceeds available or whether any such proceeds are sufficient in amount, and the application or release by Beneficiary of any insurance proceeds shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such notice.

Section 1.6 <u>Assignment of Policies Upon Foreclosure</u>. In the event of foreclosure of this Deed of Trust or other transfer of title or assignment of the Trust Estate in extinguishment, in whole or in part, of the debt secured hereby, all right, title and interest of Trustor in and to all policies of insurance required by this Deed of Trust shall inure to the benefit of and pass to the successor in interest to Trustor or the purchaser or grantee of the Trust Estate.

## Section 1.7 Indemnification; Subrogation; Waiver of Offset.

- If Beneficiary is made a party defendant to any litigation, commenced by anyone other than Trustor, concerning this Deed of Trust or the Trust Estate or any part thereof or interest therein, or the occupancy thereof by Trustor, except in cases of fraud, gross negligence or willful misconduct on the part of Beneficiary, then Trustor shall, to the extent permitted by law, indemnify, defend and hold Beneficiary harmless from and against all liability by reason of said litigation (including any appeals), including reasonable attorneys' fees and expenses incurred by Beneficiary in any such litigation, whether or not any such litigation is prosecuted to judgment. If Beneficiary commences an action against Trustor to enforce any of the terms hereof or because of the breach by Trustor of any of the terms hereof, or for the recovery of any sum secured hereby, Trustor shall pay to Beneficiary reasonable attorneys' fees and expenses actually incurred (including Beneficiary's attorney's fees and costs associated with all appeals), and the right to such attorney's fees and expenses shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment. If Trustor breaches any term of this Deed of Trust, Beneficiary may employ an attorney or attorneys to protect its rights hereunder, and in the event of such employment following any breach by Trustor, Trustor shall pay Beneficiary reasonable attorney's fees and expenses incurred by Beneficiary (including those associated with any appeal), whether or not an action is actually commenced against Trustor by reason of breach.
- (b) Trustor waives any and all right to claim or recover against Beneficiary, its officers, employees, agents and representatives, for loss or damage to Trustor, the Trust Estate, Trustor's property or the property of others under Trustor's control from any cause insured against or required to be insured against by the provisions of this Deed of Trust.
- (c) All sums payable by Trustor hereunder shall be paid without notice, demand, counterclaim, setoff, recoupment, deduction or defense (except payment) and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Trustor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the Trust Estate or any part thereof; (ii) any restriction or prevention of or interference with any use of the Trust Estate or any part thereof; (iii) any title defect or encumbrance or any eviction from the Project or any part thereof by title paramount or otherwise; or (iv) any bankruptcy, insolvency, reorganization, composition,

adjustment, dissolution, liquidation or other like proceeding relating to Beneficiary, or any action taken with respect to this Deed of Trust by any trustee or receiver of Beneficiary, or by any court, in any such proceeding; whether or not Trustor shall have notice or knowledge of any of the foregoing.

## Section 1.8 Taxes and Impositions.

- (a) Trustor agrees to pay, prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, including without limitation non-governmental levies or assessments such as maintenance charges, association dues or charges or fees, and levies or charges resulting from covenants, conditions and restrictions affecting the Trust Estate, which are assessed or imposed upon the Trust Estate or become due and payable, and which create or may create a lien upon the Trust Estate, or any part thereof, or upon any equipment or other facility used by Trustor in the operation or maintenance thereof (all of which taxes, assessments and other governmental charges of like nature are hereinafter referred to as "Impositions"); provided, however, that if, by law, any such Imposition is payable, or may at the option of the taxpayer be paid, in installments, Trustor may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same become due and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest.
- (b) If any time after the date hereof there shall be assessed or imposed (i) a tax or assessment on the Trust Estate in lieu of or in addition to the Impositions payable by Trustor pursuant to subparagraph (a) hereof, or (ii) a license fee, tax or assessment imposed on Beneficiary and measured by or based in whole or in part upon the amount of the outstanding obligations secured hereby, then all such taxes, assessments, or fees shall be deemed to be included within the term "Impositions" as defined in subparagraph (a) hereof, and Trustor shall pay and discharge the same as herein provided with respect to the payment of Impositions. Anything to the contrary notwithstanding, Trustor shall have no obligation to pay any franchise, estate, inheritance, income, excess profits or similar tax levied on Beneficiary or on the obligations secured hereby.
- (c) Trustor covenants to furnish Beneficiary within thirty (30) days after the date upon which any such Imposition is due and payable by Trustor, official receipts of the appropriate taxing authority or other proof satisfactory to Beneficiary, evidencing the payment thereof.
- (d) Trustor covenants and agrees not to suffer, permit or initiate the joint assessment of the real and personal property, or any other procedure whereby the lien of the real property taxes and the lien of the personal property taxes shall be assessed, levied or charged to the Trust Estate as a single lien.

- (e) If requested by Beneficiary, Trustor shall cause to be furnished to Beneficiary a tax reporting service covering the Trust Estate of the type, duration and with a company satisfactory to Beneficiary.
- (f) Trustor has the right to contest Impositions to the extent permitted by Section 9.3 of the Master Lease.
- Section 1.9 <u>Utilities</u>. Trustor hereby covenants and agrees to pay when due all utility charges which are incurred by Trustor for the benefit of the Trust Estate or which may become a charge or lien against the Trust Estate for gas, electricity, water or sewer services furnished to the Trust Estate and all other assessments or charges of a similar nature, whether public or private, affecting the Trust Estate or any portion thereof, whether or not such taxes, assessments or charges are liens thereon.
- Section 1.10 <u>Actions Affecting Trust Estate</u>. Trustor hereby covenants and agrees to appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence title and attorney's fees, in any such action or proceeding in which Beneficiary or Trustee may appear.
- Section 1.11 Actions by Trustee and/or Beneficiary to Preserve Trust Estate. Should Trustor fail to make any payment or to do any act as and in the manner provided in any of the Loan Instruments, Beneficiary and/or Trustee, each in its own discretion, without obligation so to do but without releasing Trustor from any obligations, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. In connection therewith (without limiting their general powers), Beneficiary and/or Trustee shall have and are hereby given the right, but not the obligation (i) to enter upon and take possession of the Trust Estate; (ii) to make additions, alterations, repairs and improvements to the Trust Estate which they or either of them may consider necessary or proper to keep the Trust Estate in good condition and repair; (iii) to appear and participate in any action or proceeding affecting or which may affect or appears to affect the security of this Deed of Trust (including condemnation or eminent domain proceedings) or which may result in the creation of any lien (except the lien created by the Indenture) against the Trust Estate; and (iv) in exercising such powers, to pay necessary expenses, including employment of counsel or other necessary or desirable consultants. Trustor shall, immediately upon demand therefor by Beneficiary, pay all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing rights, including without limitation, costs of evidence of title, court costs, appraisals, surveys and attorney's fees, together with interest thereon accruing at the rate set forth in the Indenture.
- Section 1.12 <u>Survival of Warranties</u>. Subject to the limitations set forth in Section 5.9 herein, Trustor hereby covenants and agrees to fully and faithfully satisfy and perform the obligations of Trustor contained in the Loan Instruments and each agreement of Trustor incorporated by reference therein or herein, and any modification or amendment thereof. All representations, warranties and covenants of Trustor contained therein or incorporated by reference shall survive funding of the loan evidenced by the Bonds and shall remain

continuing obligations, warranties and representations of Trustor during any time when any portion of the obligations secured by this Deed of Trust remain outstanding.

Section 1.13 <u>Eminent Domain</u>. Should the Trust Estate, or any material part thereof or interest therein, be taken from Trustor or damaged by reason of any public improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should Trustor receive any notice or other information regarding such proceeding, Trustor shall give prompt written notice thereof to Beneficiary and all proceeds payable therefrom shall be utilized in the manner set forth in Article X of the Master Lease.

Section 1.14 <u>Additional Security</u>. In the event Beneficiary at any time holds additional security for any of the obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before or concurrently herewith or after a sale is made hereunder.

Section 1.15 <u>Appointment of Successor Trustee</u>. Beneficiary may, from time to time, by complying with the provisions of the applicable law of the State of Utah substitute a successor or successors to the Trustee named herein or acting hereunder.

Section 1.16 <u>Successors and Assigns</u>. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall be deemed to include the Registered Owners of the Bonds and any trustee therefor, whether or not named as Beneficiary herein.

Section 1.17 <u>Inspections</u>. Beneficiary, or his agents, representatives or workmen, are authorized to enter at any reasonable time upon or in any part of the Trust Estate for the purpose of inspecting the Trust Estate and performing any of the acts it is authorized to perform under the terms of any of the Loan Instruments.

Section 1.18 Liens. Trustor hereby covenants and agrees to pay and promptly discharge in accordance with the terms thereof or of the indebtedness secured thereby, at Trustor's cost and expense, all liens, encumbrances and charges upon the Trust Estate, or any part thereof or interest therein; provided that the existence of any mechanic's, laborer's, materialman's, supplier's or vendor's lien or right thereto shall not constitute a violation of this Section 1.18 if payment is not yet due under the contract which is the foundation thereof and if such contract does not postpone payment for more than 60 days after the performance thereof. Trustor shall have the right to contest in good faith the validity of any such lien, encumbrance or charge. In the event of any such contest, the Trustor may permit the lien, encumbrance or charge so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Trustee or Beneficiary shall notify the Trustor that, in the opinion of Independent Counsel, by nonpayment of any such items the security afforded pursuant to the Indenture and the Master Lease or this Deed of Trust will be materially endangered or the Trust Estate or any portion thereof will be subject to loss or forfeiture, in which event such lien, encumbrance or charge shall be paid forthwith. Prior to commencing such contest, Trustor shall first deposit, or cause to be deposited, with Beneficiary, or in court, a bond or other security satisfactory to Beneficiary, at

Beneficiary's election, in such amounts as Beneficiary shall reasonably require, but not more than one hundred ten percent (110%) of the amount of the claim, and provided further that Trustor shall thereafter diligently proceed to cause such lien, encumbrance or charge to be removed and discharged. If Trustor shall fail to discharge any such lien, encumbrance or charge, then, in addition to any other right or remedy of Beneficiary, Beneficiary may, but shall not be obligated to, discharge or purchase the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond or the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law.

Section 1.19 <u>Trustee's Powers</u>. At any time, or from time to time, without liability therefor, and without notice, upon written request of Beneficiary and presentation of this Deed of Trust, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said Trust Estate, Trustee may, (i) reconvey any part of said Trust Estate; (ii) consent in writing to the making of any map or plat thereof; or (iii) join in granting any easement or creating any restriction affecting this Deed of Trust or any agreement subordinating the lien or charge hereof, subject to the rights of Bondholders under the Indenture.

Section 1.20 <u>Beneficiary's Powers</u>. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Trust Estate not then or theretofore released as security for the full amount of all unpaid obligations, Beneficiary may, from time to time and without notice (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligation, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Beneficiary's option any parcel, portion or all of the Trust Estate, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto. Trustor hereby consents to the foregoing powers and rights of Beneficiary, and, to the extent permitted by law, waives any right to assert that such actions by the Beneficiary shall constitute a breach by the Beneficiary under this Deed of Trust, under any of the Loan Instruments or under applicable law.

## ARTICLE II

# ASSIGNMENT OF RENTS, ISSUES AND PROFITS

Section 2.1 <u>Assignment of Rents</u>. Trustor hereby assigns and transfers to Beneficiary all the rents, issues and profits of the Trust Estate, and hereby gives to and confers upon Beneficiary the right, power and authority to collect such rents, issues and profits. Trustor irrevocably appoints Beneficiary its true and lawful attorney-in-fact, at the option of Beneficiary at any time and from time to time, to demand, receive and enforce payment, to endorse instruments payable to Trustor, and to give receipts, releases and satisfactions for all such rents, issues and profits and apply the same to the indebtedness secured hereby. The assignment of the rents, issues and profits of the Trust Estate in this Article II is intended to be an absolute assignment from Trustor to Beneficiary and not merely the passing of a security interest.

Section 2.2 Collection Upon Default. Upon any event of default under any of the Loan Instruments, and after the passage of any applicable grace period, Beneficiary may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Trust Estate, or any part thereof, and in its own name sue for or otherwise collect such rents, issues and profits of the Trust Estate, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine, subject to the rights of Bondholders under the Indenture. The collection of rents, issues and profits, or the entering upon and taking possession of the Trust Estate, or the application thereof as aforesaid, shall not cure or waive any default, notice of default, or notice of sale hereunder or invalidate any act done in response to such default or pursuant to such notice of default. Failure or discontinuance by Beneficiary at any time or from time to time to collect any such rents, issues or profits shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power and authority to collect the same.

## ARTICLE III

## SECURITY AGREEMENT

Section 3.1 Creation of Security Interest. Trustor hereby grants to Beneficiary a security interest in the Personal Property for the purpose of securing all obligations of Trustor contained in any of the Loan Instruments or herein. This Deed of Trust shall be deemed the Security Agreement as defined in the Uniform Commercial Code of Utah and the remedies for any violation of the covenants, terms and conditions of the agreements herein contained shall be (i) as prescribed herein, or (ii) as provided by general law, or (iii) as to such part of the security which is also reflected in any financing statement or statements (the "Financing Statement") as provided by the specific statutory consequences now or hereafter enacted and specified in the Uniform Commercial Code of Utah, all at Beneficiary's sole election, subject to the rights of Bondholders, under the Indenture. The mention in any such Financing Statement of (1) the rights in or the proceeds of any fire and/or hazard insurance, (2) any award in eminent domain proceedings for a taking or for loss of value, or (3) the Trustor's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the premises shall never be construed as in any wise altering any of the rights of Beneficiary as determined by this Deed of Trust or impugning the priority of the Beneficiary's lien granted hereby or by any other recorded document, but such mention in the Financing Statement is declared to be for the protection of Beneficiary in the event any court or judge shall at any time with respect to (1), (2) or (3) rule that notice of Beneficiary's priority of interest to be effective against a particular class of persons, divisions or entity of the Federal Government, must be filed in the Uniform Commercial Code records.

Section 3.2 <u>Warranties, Representations and Covenants of Trustor.</u> Trustor hereby warrants, represents and covenants as follows:

Trustor is, and as to portions of the Personal Property to be acquired after the date hereof will be, the sole owner of the Personal Property, free from any adverse lien, security interest, encumbrance or adverse claims thereon of any kind whatsoever except for the Permitted Encumbrances defined in the Master Lease and except for the security interest granted hereby. Trustor will notify Beneficiary of, and will defend the Personal Property against, all claims and demands of all persons at any time claiming the same or any interest therein.

Trustor will not sell the Personal Property without the prior written consent of Beneficiary unless said personal property is promptly replaced by personal property of like quality and value.

The Personal Property is not used or bought for personal, family or household purposes.

The Personal Property (with the exception of funds held by Beneficiary) will be kept on or at the Project and, except as otherwise provided in the Master Lease, Trustor will not remove the Personal Property from the Project without the prior written consent of Beneficiary, except such portions or items of Personal Property which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Trustor.

Trustor maintains a place of business in the State of Utah and Trustor will immediately notify Beneficiary in writing of any change in its place of business as set forth in the beginning of this Deed of Trust.

At the request of Beneficiary, Trustor will join Beneficiary in executing one or more financing statements, continuation statements and renewals and amendments thereof pursuant to the Uniform Commercial Code of Utah in form satisfactory to Beneficiary, and will pay the cost of filing the same in all public offices wherever filing is deemed by Beneficiary to be necessary or desirable.

All covenants and obligations of Trustor contained herein relating to the Trust Estate shall be deemed to apply to the Personal Property whether or not expressly referred to herein.

## ARTICLE IV

## REMEDIES UPON DEFAULT

- Section 4.1 <u>Events of Default</u>. Any of the following events shall be deemed an event of default hereunder.
  - (a) Default shall be made in the payment of any installment of principal or interest or any other sum secured hereby; or
  - (b) There shall occur an Event of Default set forth in Section 9.1 of the Indenture, or 14.1 of the Master Lease or any other default under any of the Loan

Instruments, including but not limited to any breach in the due observance or performance of any covenant, condition or agreement contained therein.

- Section 4.2 <u>Acceleration Upon Default, Additional Remedies</u>. Time is of the essence hereof. In the event of any event of default hereunder, Beneficiary may declare all indebtedness secured hereby to be due and payable by written notice to the Trustor as outlined in Section 9.2 of the General Indenture and the same shall thereupon become due and payable without presentment, demand, protest or notice of any kind. Thereafter Beneficiary may exercise any or all of the following remedies, or any other remedies which Beneficiary is entitled to under any of the Loan Instruments or applicable law:
  - Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Trust Estate, or any part thereof, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Trust Estate, or a part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust Estate, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including attorney's fees, upon any indebtedness secured hereby, all in such order as Beneficiary may determine, subject to the rights of the Bondholders under the Indenture. The entering upon and taking possession of the Trust Estate, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Trust Estate or the collection, receipt and application of rents, issues or profits, Trustee and/or Beneficiary shall be entitled to exercise every right provided for in any of the Loan Instruments or by law upon occurrence of any event of default, including the right to exercise the power of sale;
  - (b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof; and/or
  - (c) Cause Trustor's interest in the Trust Estate to be sold by the Trustee under the power of sale set forth herein.
- Section 4.3 Foreclosure by Power of Sale. Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and such receipts and evidence of expenditures made and secured hereby as Trustee may require; provided, however, that the Trustee shall also notify the City of the Event of Default and of the City's right, within 90 days following its receipt of such notice, to exercise its option and purchase the Project as more fully outlined in Section 9.2 of the General Indenture and Article XII of the Master Lease. If the City fails to exercise such option and purchase the Project on or prior to the expiration of such 90-day period, the Trustee shall proceed as follows:

- (a) Trustee shall exercise on behalf of Beneficiary the power of sale granted herein by complying with all requirements of applicable law. Trustee shall execute and deliver to the purchaser or purchasers of the Trust Estate its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers from claims arising by, through or under Trustor.
- (b) After deducting all costs, fees and expenses of Trustee and of this trust, including, but not limited to, attorney fees and costs, and costs of evidence of title in connection with the sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest per annum as set forth in the Indenture; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the county clerk of the county in which the sale took place.
- (c) The person conducting the sale may, for any cause such person deems expedient, postpone the sale in accordance with Utah law and, in every case, notice of such postponement shall be given by public declaration by such person at the time and place last appointed for the sale.
- Section 4.4 <u>Foreclosure as Mortgage</u>. Should Beneficiary elect to foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property, Beneficiary shall be entitled to recover in such proceeding all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court, including all appeals. To the extent permitted by law, Beneficiary shall be entitled to possession of the Project during any redemption period allowed under the laws of the State of Utah.
- Section 4.5 Appointment of Receiver. If any event of default described in Section 4.1 of this Deed of Trust shall have occurred and be continuing, Beneficiary, as a matter of right and without notice to Trustor or anyone claiming under Trustor, and without regard to the then value of the Trust Estate or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Trust Estate, and Trustor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all powers and duties of Beneficiary in case of entry as provided in Section 4.2(a) and shall continue as such and exercise all such powers until the date of confirmation of sale of the Trust Estate unless such receivership is sooner terminated. Beneficiary's rights under this Section 4.5 shall be in addition to, and not a limitation of, Beneficiary's rights under Section 2.2 and 4.2(a) of this Deed of Trust.

Section 4.6 Remedies Not Exclusive. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust, under any Loan Instrument or other agreement, and under any laws now or hereafter in force, notwithstanding that 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 Deed of Trust 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 Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, it being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Instruments to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies.

Section 4.7 <u>Request for Notice</u>. Trustor hereby requests a copy of any Notice of Default or Notice of Sale hereunder be mailed to it at the address set forth in the first paragraph of this Deed of Trust.

## ARTICLE V

# **MISCELLANEOUS**

Section 5.1 Governing Law; Severability of Provisions of Loan Instruments; Waivers, etc. This Deed of Trust shall be governed by the laws of the State of Utah. In the event that any provision of any of the Loan Instruments conflicts with applicable laws, such conflicts shall not affect other provisions of such Loan Instruments which can be given effect without the conflicting provision, and to this end the provisions of the Loan Instruments are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the parties against whom enforcement of any waiver, change, discharge or termination is sought.

Section 5.2 <u>Limitation of Interest</u>. It is the intent of Trustor and Beneficiary in the execution of this Deed of Trust and the Bonds and all other instruments securing the Bonds to contract in strict compliance with the laws of the State of Utah governing the loan evidenced by the Bonds. In furtherance thereof, Trustor stipulates and agrees that none of the terms and provisions contained in the Loan Instruments shall ever be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate in excess of the maximum interest rate permitted to be charged by the laws of the State of Utah governing the loan evidenced by the Bonds. Trustor or any guarantor,

endorser or other party now or hereafter becoming liable for the payment of the Bonds shall never be liable for unearned interest on the Bonds and shall never be required to pay interest on the Bonds at a rate in excess of the maximum interest that may be lawfully charged under the laws of the State of Utah and the provisions of this Section shall control over all other provisions of the Bonds and any other instrument executed in connection herewith which may be in apparent conflict herewith. In the event any holder of the Bonds shall collect monies which are deemed to constitute interest which would otherwise increase the effective interest rate on the Bonds to a rate in excess of that permitted to be charged by the laws of the State of Utah, all such sums deemed to constitute interest in excess of the legal rate shall be immediately returned to the Trustor upon such determination.

- Section 5.3 <u>Statements by Trustor</u>. Trustor, within ten (10) days after receiving a request from the Beneficiary, will furnish to Beneficiary a written statement stating the unpaid principal and any interest on the Bonds and any other amounts secured by this Deed of Trust and stating whether any offset or defense exists against such principal and interest.
- Section 5.4 <u>Reconveyance by Trustee</u>. Portions of the Property may be released by the Trustee upon compliance with the provisions of Section 11.6 of the Master Lease. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust to Trustee for cancellation and retention and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto."
- Section 5.5 Notices. Whenever Beneficiary, Trustor or Trustee shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, 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 four (4) days after being mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the address set forth at the beginning of this Deed of Trust. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.
- Section 5.6 <u>Acceptance by Trustee</u>. Trustee shall be deemed to have accepted this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.
- Section 5.7 <u>Captions</u>. The captions or headings at the beginning of each Section hereof are for convenience of the parties and are not a part of this Deed of Trust.
- Section 5.8 <u>No Merger</u>. If both the Trustor's and Beneficiary's estates in any portion of the Trust Estate shall at any time become vested in one owner, this Deed of Trust and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger, and in such event, Beneficiary shall continue to have and enjoy all of the rights and privileges of Beneficiary as to the separate estates. In addition, upon the

foreclosure of the lien created by this Deed of Trust on the Trust Estate pursuant to the provisions hereof, any leases or subleases then existing and created by Trustor shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Beneficiary or any purchaser at any such foreclosure sale shall so elect. No act by or on behalf of Beneficiary or any such purchaser shall constitute a termination of any lease or sublease unless Beneficiary or such purchaser shall give written notice thereof to such tenant or subtenant.

Section 5.9 <u>Limited Right of Bondholders Against the Trustor</u>. Notwithstanding anything else contained herein to the contrary, the rights of the Trustee, Beneficiary and the Bondholders to exercise remedies against the Trustor in accordance with this Deed of Trust are subject to the terms and provisions of the Indenture and the Master Lease, in particular but not limited to Article XIV of the Master Lease and Article IX of the General Indenture. Additionally, no deficiency judgment upon foreclosure may be entered against Murray City, Utah, the State of Utah or any of its political subdivisions.

Section 5.10 <u>No Waiver</u>. Failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default or acceptance of payment of any sum secured hereby after its due date shall not constitute a waiver of any other subsequent default.

Section 5.11 <u>Severability</u>. The terms and provisions of this Deed of Trust are intended to be performed in accordance with, and only to the extent permitted by, applicable law. If any provision hereof, or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this instrument nor the application of such provision to other persons or circumstances shall be affected thereby, but rather, the same shall be enforced to the greatest extent permitted by law.

Section 5.12 <u>Substitution of Property</u>. The property relating to the Ground Lease and that is the subject of this Deed of Trust may be substituted upon (i) delivery of a new Exhibit A hereto, (ii) delivery of any amendment hereto required by any such substitution and (iii) satisfaction of the conditions set forth in Section 14.4(b) of the Ground Lease.

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



MUNICIPAL BUILDING AUTHORITY OF MURRAY CITY, UTAH

y: Nale m

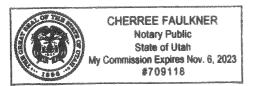
ATTEST AND COUNTERSIGN:

Secretáry-Tyeasure

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

On November <u>20</u>, 2020, the foregoing instrument was acknowledged before me by Dale Cox and Diane Turner, the Chair/President and Secretary-Treasurer, respectively, of the Municipal Building Authority of Murray City, Utah.

OMMy Fundamental Notary Public



S-2

# EXHIBIT A

# PROPERTY

The real property located in Salt Lake County, Utah, described as follows:

#### Parcel 1:

COMMENCING 5.06 chains South from Northeast corner of Section 12, Township 2 South, Range 1 West, Salt Lake Meridian; thence East 1.3 feet; thence South 248.16 feet; thence North 84° West 100.32 feet; thence North 233.64 feet; thence North 88-1/4° East 99 feet to BEGINNING.

#### Parcel 2:

Beginning at a point which is 570.90 feet South from the Northeast corner of Section 12, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence East 1.3 plus or minus feet; thence South 21.25 plus or minus feet; thence North 84°06'03" West 68.41 plus or minus feet; thence North 0°04' West 10.75 plus or minus feet; thence South 84° East 42.25 plus or minus feet; thence North 10.48 plus or minus feet; thence South 84° East 24.88 plus or minus feet to the point of BEGINNING.

#### Parcel 3:

Beginning at a fence corner which corner is the recognized North-west property corner of the Simpson parcel; said corner being located South 585.034 feet and West 67.513 feet from the North-east corner of Section 12, Township 2 South, Range 1 West, Salt Lake Base and Meridian; running thence South 84°06'03" East 83.130 feet along the existing fence line that separates the Diana parcel from the Simpson parcel; thence South 00°18'44" East 182.90 feet along an existing fence line that separates the Woo parcel from the Simpson parcel; thence South 89°45'19" West 83.949 feet to an existing fence line; thence North 00°04'41" East 191.80 feet along an existing fence line and an extension of said fence line that separates the Gannuscia parcel from the Simpson parcel; said fence line has a gap of approximately 90.00 feet in the vicinity of a building; to the point of beginning.

### Parcel 4:

Beginning at a point 559.3 feet North, and South 89°58' West 66.6 feet from the Southeast Corner of the Northeast Quarter of the Northeast Quarter of Section 12, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 89°58' West 42 feet; thence North 4' West 190.3 feet; thence South 84° East 42.23 feet; thence South 4'41" East 191.8 feet to the point of beginning.

## ALSO:

Beginning at a point South 585.034 feet and West 67.513 feet from the Northeast Corner of Section 12, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 84°06'03" East 0.76 plus or minus feet; thence South 0°04' East 181.05 plus or minus feet; thence South 89°58' West 1.22 plus or minus feet; thence North 0°04'41" East 181.13 plus or minus feet to the point of beginning.

#### ALSO:

Beginning at a point 559.3 feet North and South 89°58' West 108.6 feet from the Southeast Corner of the Northeast Quarter of Section 12, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 89°58' West 42 feet; thence North 4' West 200.7 feet; thence South 84° East 42.23 feet; thence South 4' East 196.3 feet to the point of beginning.

# Parcel No. 5:

COMMENCING 470.1 feet North and 34.7 feet East from Southeast corner of Northeast 1/4 of Northeast 1/4 Section 12, Township 2 South, Range 1 West, Salt Lake Meridian, West 134.35 feet North 39.2 feet East 134.35 feet South 39.2 feet to beginning.

#### Parcel No. 6:

COMMENCING 430.1 feet North and 34.7 feet East from Southeast corner of Northeast 1/4 of Northeast 1/4 Section 12, Township 2 South, Range 1 West, Salt Lake Meridian, West 134.35 feet North 40 feet, East 134.35 feet South 40 feet to BEGINNING.

#### Parcel No. 7:

Beginning 390.1 feet North and North 89°58' East 34.9 feet from the Southeast corner of the Northeast quarter of the Northeast quarter of Section 12, Township 2 South, Range 1 West, Salt Lake Meridian, and running thence South 89°58' West 134.35 feet; thence North 0°04' West 40 feet; thence North 89°58' East 134.35 feet; thence South 0°04' East 40 feet to the point of beginning.

## Also including:

Beginning 350.1 feet North and 35 feet East from the Southeast corner of the Northeast quarter of the Northeast quarter of Section 12, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence West 134.35 feet; thence North 40 feet; thence East 134.35 feet; thence South 40 feet to the point of beginning.

## Parcel 8:

Beginning at a point 310.1 feet North along the Meridian line and North 89°58' East 35.1 feet from the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 12, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 89°58' West 134.35 feet, thence North 4°' West 40 feet; thence North 89°58' East 134.35 feet; thence South 4°' East 40 feet to the place of beginning.

Said land being otherwise known as Lot 27 of the Murray City Ball Ground.

#### Parcel 9:

BEGINNING at a point on the North side of Fifth Avenue, which point is East 59.4 feet and North 558.21 feet from the Southwest corner of Lot 1, Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence East 65.10 feet, along the North line of said Fifth Avenue; thence North 171.512 feet; thence North 84°00'00" West 65.46 feet; thence South 178.35 feet to the point of beginning.

## Parcel 10:

BEGINNING at a point on the North side of Fifth Avenue, which point is North 304.16 feet and East 191.45 feet and North 3°00'00" East 254.0 feet from the Southwest corner of Lot 1, Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence West along the North side of said Street a distance of 80.0 feet; thence North 171.512 feet; thence South 84°00'00" East 88.98 feet; thence South 3°00'00" West 162.44 feet to the point of beginning.

#### Parcel 11:

Commencing 827.64 feet North and North 88°15' East 352 feet from the Southwest corner of Lot 1, Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 88°15 East 100 feet; thence South 144.33 feet; thence North 84° West 100.32 feet, more or less, to a point which is due South of the point of beginning; thence North 125 feet, more or less, to the point of beginning.

Commencing 827.64 feet North and North 88°15' East 302 feet from the Southwest corner of Lot 1, Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 88°15' East 50 feet; thence South 125 feet; thence North 84° West 50 feet; thence North 118 feet to the place of beginning.

Beginning at a point on the South line of a 16 foot lane bearing North 12 chains, 54 links and North 88°15' East 252 feet from the Southwest corner of Lot 1, Section 7, Township 2 South, Range 1 East, Salt Lake Meridian; and running thence North 88°15' East on South line of said lane 50 feet; thence South 118 feet to a combination fence; thence North 84° West 50 feet, 2 inches to a point due South of the point of beginning; thence North 111 feet to the place of beginning.

Beginning at a point 15.56 chains North and North 88°15' East 168 feet from the Southwest corner of Lot 1, Section 7, Township 2 South, Range 1 East, Salt Lake Meridian; and running North 88°15' East 50 feet, South 183 feet, South 88°15' West 50 feet, North 183 feet to the point of beginning.

Beginning at a point 15.56 chains North and North 88°15' East 218 feet from the Southwest corner of Lot 1, Section 7, Township 2 South, Range 1 East, Salt Lake Meridian; and running North 88°15' East 50 feet, South 183 feet, South 88°15' West 50 feet, North 183 feet to the point of beginning.

Beginning at a point 15.56 chains North and North 88°15' East 268 feet from the Southwest corner of Lot 1, Section 7, Township 2 South, Range 1 East, Salt Lake Meridian; and running North 88°15' East 50 feet, South 183 feet, South 88°15 West 50 feet, North 183 feet to the point of beginning.

Commencing 827.64 ft. N & N 88°15' E 202 ft. SW cor Lot 1, Sec. 7, T 2S., E 1 E., SL Mer N 88°15' E. 50 ft.; S 111 ft.; N 84° W 50.16 ft.; N 103 ft. to beginning.

That alley way described as follows:

Beginning at a point 827.64 ft. North and N 88°15' E. 167.0 ft. from the S.W. Corner Lot 1, Section 7, T2S, R1E, S.L.B.&M; and running thence North 16.0 ft.; thence N 88°15' E. 150.0 ft.; thence South 16.0 ft.; thence S 88°15' W. 150.0 ft. to the point of beginning.

#### Parcel 12:

Beginning South 593.58 feet and East 15.18 feet from the Northeast Corner of Section 12, Township 2 South, Range 1 West, Salt Lake Meridian; thence South 84°06'03" East 2.33 feet, more or less; thence South 159.98 feet, more or less; thence West 1.45 feet, more or less; thence North 0°18'44" West 160.22 feet to Beginning.

## Parcel 13:

Beginning North 559.3 feet and North 89°58' East 17.4 feet from the Southwest Corner of Lot 1, Section 7, Township 2 South, Range 1 East, Salt Lake Meridian; thence North 0°04' West 182.9 feet; thence South 84° East 29.59 feet, more or less; thence South 179.77 feet, more or less; thence South 89°58' West 29.4 feet, more or less, to Beginning.

#### Parcel 14:

Beginning North 559.3 feet and North 89°58' East 46.8 feet from the Southwest Corner of Lot 1, Section 7, Township 2 South, Range 1 East, Salt Lake Meridian; thence North 179.77 feet, more or less; thence South 84° East 13.07 feet, more or less; thence South 178.4 feet; thence South 89°58' West 13 feet to Beginning.

## Parcel 15:

Beginning at a point in the center line of Forty-Eight South Street 1026.96 feet North and North 88°15' East 368.5 feet from the Southwest corner of Lot 1, Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 183 feet to the North line of an alley; thence North 88°15' East along the North line of an alley 50 feet; thence North 183 feet to the center of said Forty-Eight South Street; thence South 88°15' West 50 feet to the place of beginning.

## Parcel 16:

Beginning on the South side of a lane which is 1.66 feet, more or less, South of the South line of 4800 South Street, said point being 827.64 feet, more or less, North and North 88°15' East 102 feet from the Southwest corner of Lot 1, Section 7, Township 2 South, Range 1 East, Sait Lake Base and Meridian; and running thence North 88°15' East along said South side 100 feet; thence South 103 feet; thence North 84° West 101 feet; thence North 88 feet to the beginning.

## Parcel 17:

Beginning at a point on the South side of a 4 rod county road, said point being 993.64 feet North and North 88°15' East 142.5 feet from the Southwest corner of Lot 1, Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 88°15' East along said South line 25.5 feet; thence South 150 feet, more or less, to the North side of a lane; thence South 88°15' West along said North line 25.5 feet; thence North 150 feet to beginning.

Together with a portion of the vacated alley abutting Parcels 16 and 17 described as follows:

Beginning at a point which is North 827.64 feet and North 88°15'00" East 142.50 feet from the Southwest corner of Lot 1, Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 16.00 feet; thence North 88°15'00" East 24.50 feet; thence South 16.00 feet; thence South 88°15'00" West 24.50 feet to the point of beginning

#### Parcel 18

Beginning at a point in the South boundary line of 48th South Street; which point is 993.64 feet North and North 88  $1/4^{\circ}$  East 17 feet from the Southwest corner of Lot 1, Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 88  $1/4^{\circ}$  East 50 feet; thence South 150 feet; thence South 88  $1/4^{\circ}$  West 50 feet; thence North 150 feet to the point of beginning.

#### Parcel 19:

Beginning at a point 12.54 chains North and North 88°15' East 1 foot from the Southwest corner of Lot 1, Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 88°15' East 101 feet; thence South 88 feet; thence North 84° West 102 feet; thence North 81 feet to the point of beginning

## Parcel 20:

Beginning at a point which is 570.90 feet South and 1.3 feet East of the Northeast corner of Section 12, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence East 16.2 feet, more or less; thence South 22.92 feet, more or less; thence North 84°06′03″ West 16.29 feet, more or less; hence North 21.25 feet more or less to the point of beginning.

Parcel 21:

A parcel of land lying and situate in the Northwest Quarter of Section 7, Township 2 South, Range 1 East, Sat Lake Base and Meridian, being a public road known as Poplar Street, for which the basis of bearing is South 87°53′15″ West 873.22 feet measured on a line between the Street Monument at the Intersection of State Street and 4800 South Street and the Witness Corner to the Northeast Corner of Section 12, Township 2 South, Range 1 West Salt Lake Base and Meridian; more particularly described as follows:

Beginning at a point on the Southerly Right of Way line of 4800 South Street, said point being South 02°26′45″ East 33.00 feet and coincident with said Southerly Right of Way line, North 87°53′15″ East 457.65 feet from the Witness Corner to the Northeast corner of Section 12 and running; thence coincident with the Southerly Right of way line of 4800 South Street, North 87°53′18″ East a distance of 50.08 feet to the Easterly Right of way line of Poplar Street; thence coincident with said Easterly line, South 00°05′43″ West a distance of 449.06 feet to the Northerly right of way line of 5<sup>th</sup> Avenue; thence coincident with the Northerly line; South 89°55′46″West a distance of 50.14 feet to the Westerly Right of way line of Poplar Street; thence coincident with said Westerly line, North 00°06′28″ East a distance of 447.27 feet more or less to the point of beginning

Less and excepting from Parcel 21, the following described property:

Commencing 776.22 feet South & 420.35 feet East from the Northwest corner of Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence East 50 feet, thence North 130 feet; thence North 83°50′ West 50.26 feet, to a point North 135.4 feet of the point of beginning thence South 135.4 feet to the point of beginning.

Less and excepting from the above described properties any portion lying within the bounds of any public road.

Tax ID No. 21-12-231-005 Tax ID No. 21-12-231-012 Tax ID No. 21-12-231-014 Tax ID No. 21-12-231-015 Tax ID No. 21-12-232-006 Tax ID No. 21-12-232-007 Tax ID No. 21-12-232-011 Tax ID No. 21-12-232-010 Tax ID No. 22-07-104-014 Tax ID No. 22-07-104-015 Tax ID No. 22-07-104-025 Tax ID No. 22-07-104-022 Tax ID No. 22-07-104-023 Tax ID No. 22-07-104-024 Tax ID No. 22-07-104-007 Tax ID No. 22-07-104-011 Tax ID No. 22-07-104-004 Tax ID No. 22-07-104-001 Tax ID No. 22-07-104-010 Tax ID No. 22-07-104-021 Tax ID No. 22-07-105-018