

**WHEN RECORDED, MAIL TO:**

R. Gary Winger, Esq.  
KIRTON McCONKIE, P.C.  
50 East South Temple, Suite 400  
Salt Lake City, Utah 84111

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03/18/2021 11:00 AM \$40.00  
Book - 11138 Pg - 9762-9773  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
KIRTON McCONKIE, P.C.  
50 E SOUTH TEMPLE  
SLC UT 84111  
BY: ARA, DEPUTY - WI 12 P.

Tax Parcel ID No. 34-10-303-020

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**DEED OF TRUST**

THIS DEED OF TRUST (the "Deed of Trust"), is effective as of the 18<sup>th</sup> day of March, 2021, between Andrea N. Pearce (the "Trustor"); to R. Gary Winger or its successors and assigns (in its capacity as the trustee under this Deed of Trust, the "Trustee") whose address is 50 East South Temple, Suite 400, Salt Lake City, UT 84111; for the benefit of, TCP4 LLC, a Utah limited liability company, its successors and assigns (in the capacity as the holder of one or more promissory notes, as hereinafter defined, and the beneficiary under this Deed of Trust, the "Beneficiary").

1. Grant and Secured Obligations.

a. Grant. For the purpose of securing payment and performance of the Secured Obligations defined and described in Section 2 below, irrevocably and unconditionally grants, bargains, sells, conveys, mortgages and warrants to Trustee and Beneficiary, with power of sale and with right of entry and possession, all estate, right, title and interest which the Trustor now has or may later acquire in and to the following property (all or any part of such property, or any interest in all or any part of it, as the context may require, collectively, the "Property");

i. The real property located in Salt Lake County, State of Utah, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference, together with all existing and future easements and rights affording access to it (collectively, the "Real Property"); together with

ii. All proceeds, rents, revenues, issues, profits, royalties, income and other benefits derived from the Real Property (collectively the "Rents"), subject to the right, power and authority hereinafter given to the Trustor to collect and apply such rents; together with

iii. All leasehold estate, right, title and interest of the Trustor in and to all leases or subleases covering the Real Property or any portion thereof now or hereafter existing or entered into, and all right, title and interest of the Trustor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature; together with

iv. Any and all buildings and improvements and all landscaping now or hereafter erected on the Real Property, including, but not limited to, the fixtures attached to said buildings and improvements (cumulatively, the “Improvements”); together with

v. All of the Trustor’ interest in any escrow or holdback accounts associated with, arising from or connected to the Real Property.

2. Secured Obligations. The Trustor makes the grant, conveyance and mortgage set forth in Section 1 above for the purpose of securing the following obligations (the “Secured Obligations”) in any order of priority that the Beneficiary may choose:

a. Payment of all obligations at any time owing under the Secured Trust Deed Note dated March 18, 2021 (the “First Note”), in the principal sum of Two Hundred Twenty-Five Thousand Dollars and No/100 (\$225,000.00), made by the Trustor, payable to the order of the Beneficiary at the times, in the manner as therein set forth, and any extensions and/or renewals or modifications thereof;

b. Payment of all obligations at any time owing under the Secured Trust Deed Note dated March 18, 2021 (the “Second Note”), in the principal sum of Three Hundred Seventy Five Thousand and No/100th Dollars (\$375,000.00), made by the Trustor, payable to the order of the Beneficiary at the times, in the manner as therein set forth, and any extensions and/or renewals or modifications thereof

c. Payment and performance of all obligations of the Trustor under this Deed of Trust (the “Trust Deed”, and together with the First Note and Second Note (sometimes collectively referred to as the “Notes”), executed by the Borrower the “Loan Documents”);

d. Payment of such additional loans or advances as hereafter may be made to the Trustor, or its successors or assigns, when evidenced by a note reciting that they are secured by this Deed of Trust;

e. Payment of all sums expended or advanced to the Trustor by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided; and

f. Payment and performance of all modifications, amendments, extensions, and renewals, however evidenced, of any of the Secured Obligations.

3. Representations and Warranties. To protect the security of this Deed of Trust, the Trustor agrees, covenants, represents and warrants:

a. To keep the Property in good condition and repair; to comply with all laws, covenants and restrictions affecting the Property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general and to allow Beneficiary to

inspect the Property at all times. Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by the Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

b. To provide and maintain insurance of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on the Property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary as well as naming Beneficiary as an additional insured. In event of loss, the Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to the Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.

c. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

d. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to the Property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in and defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

e. To pay at least seven (7) days before delinquency all taxes and assessments affecting said Property, including all rents, assessments and charges for water, appurtenant to or used in connection with the Real Property; to pay, when due, all encumbrances, charges, and liens with interest, on the Real Property or any part thereof.

f. To comply and insure that the Real Property complies at all times and in all respects with all applicable local, state, and federal laws, ordinances, regulations and orders relating to the protection of human health or the environment, including, without limitation, all requirements pertaining to the protection of the health and safety of employees or the public and all requirements pertaining to the use, presence, analysis, generation, manufacture, storage, treatment, disposal, transportation, release or threatened release of any "Hazardous Substances" (as that term is defined in Section 101(14) of the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended from time to time (42 U.S.C. §§ 9601 et seq.)) (collectively, "Environmental Laws").

g. To indemnify, defend (by counsel acceptable to Beneficiary), protect, and hold harmless Beneficiary, and each of Beneficiary's directors, officers, employees, agents, attorneys, successors, and assigns, from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, settlement of claims or judgments, losses (including, without limitation, diminution in the value of the Property), damages (including, without

limitation, damages for the loss or restriction on use of any area, of any rentable or usable space or of any amenity of the Property), costs or expenses (including, without limitation, attorneys' fees, consultant fees, expert fees, court and appeal costs, and costs of investigating, remediating or otherwise responding to releases or threatened releases of Hazardous Substances) for the death of or injury to any person or damage to any property or natural resources whatsoever, arising from or caused in whole or in part, directly or indirectly, (a) by the presence in, on, under, or about the Real Property, or any discharge, release or threatened release in or from the Real Property of any Hazardous Substances or the Trustor's use, analysis, storage, transportation, disposal, release, threatened release, discharge, or generation of Hazardous Substances to, in, on, under, about, or from the Real Property, or (b) the Trustor's failure to comply with any Environmental Laws. The Trustor's obligations under this Section shall include, without limitation, and whether foreseeable or unforeseeable, any and all costs incurred in connection with any investigation of site conditions, and any and all costs of any required or necessary repair, cleanup, detoxification, or decontamination of the Real Property, and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith. For purposes of the release and indemnity provisions hereof, any acts or omissions of the Trustor's, or by employees, agents, assignees, contractors, or subcontractors of the Trustor or others acting for or on behalf of the Trustor (whether or not they are negligent, intentional, willful, or unlawful), shall be strictly attributable to the Trustor.

h. Should the Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon the Trustor and without releasing the Trustor from any obligation hereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title, employ counsel, and pay his reasonable fees.

i. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the per annum rate provided for in the Notes until paid, and the repayment thereof shall be secured hereby.

j. To comply with each and every term, condition, procedure, promise and covenant set forth in the Notes.

4. Damage, Insurance and Condemnation Proceeds. Should the Real Property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefore ("Proceeds"), and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage subject to any prior rights of the beneficiary of and under the Deed of Trust.

All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting the Real Property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. The Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

5. Trustee Rights. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Deed of Trust and the Notes for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness secured hereby, Trustee may (a) join in granting any easement or creating any restriction thereon; (b) join in any subordination or other agreement affecting this Deed of Trust or the lien or charge thereof; (c) reconvey, without warranty, all or any part of the Real Property. The grantee in any reconveyance may be described as "the person or persons entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of truthfulness thereof. The Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this Section.

6. Default and Remedies.

a. Events of Default. The Trustor will be in default under this Deed of Trust upon the occurrence of any one or more of the following events (each an "Event of Default" and, collectively, the "Events of Default").

i. Failure of the Trustor (i) (x) to make any payment the Notes when due, (y) to make any late payment within fifteen (15) days after the date when due or (z) to observe or perform any of the other covenants or conditions by the Trustor to be performed under the terms of this Deed of Trust or any of the other Loan Documents concerning the payment of money for a period of five (5) days after written notice from Beneficiary that the same is due and payable; or (ii) for a period of thirty (30) days after written notice from Beneficiary, to observe or perform any non-monetary covenant or condition contained in this Deed of Trust or any of the other Loan Documents; provided however, that if a different notice or grace period is specified under the Loan Documents in which such particular breach will become an Event of Default, the specific provision shall control; or

ii. An "Event of Default" occurs under the Loan Documents.

b. Remedies. At any time after an Event of Default, Beneficiary shall be entitled to invoke any and all of the rights and remedies described below, in addition to all other rights and remedies available to Beneficiary at law or in equity. All of such rights and remedies shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies.

i. Acceleration. Beneficiary may declare any or all of the Secured Obligations to be due and payable immediately.

ii. Receiver. Beneficiary shall, as a matter of right, without notice and without giving bond to the Trustor or anyone claiming by, under or through the Trustor, and without regard for the solvency or insolvency of the Trustor or the then value of the Property, to the extent permitted by applicable law, be entitled to have a receiver appointed for all or any part of the Property and the Rents, and the proceeds, issues and profits thereof, with the rights and powers referenced below and such other rights and powers as the court making such appointment shall confer, and the Trustor hereby consents to the appointment of such receiver and shall not oppose any such appointment. Such receiver shall have all powers and duties prescribed by applicable law, all other powers which are necessary or usual in such cases for the protection, possession, control, management and operation of the Property, and such rights and powers as Beneficiary would have, upon entering and taking possession of the Property under Section 6.b below.

iii. Entry. Beneficiary, in person, by agent or by court-appointed receiver, may enter, take possession of, manage and operate all or any part of the Property, and may also do any and all other things in connection with those actions that Beneficiary may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: taking and possessing all of the Trustor's or the then owner's books and records; entering into, enforcing, modifying or canceling leases on such terms and conditions as Beneficiary may consider proper; obtaining and evicting tenants; fixing or modifying Rents; collecting and receiving any payment of money owing to Beneficiary; completing any unfinished construction; and/or contracting for and making repairs and alterations. If Beneficiary so requests, the Trustor shall assemble all of the Property that has been removed from the Premises and make all of it available to Beneficiary at the site of the Premises. The Trustor hereby irrevocably constitute and appoint Beneficiary as the Trustor's attorney-in-fact to perform such acts and execute such documents as Beneficiary in its sole discretion may consider to be appropriate in connection with taking these measures, including endorsement of the Trustor's names on any instruments.

iv. Cure; Protection of Security. Beneficiary may cure any breach or default of the Trustor, and if it chooses to do so in connection with any such cure, Beneficiary may also enter the Property and/or do any and all other things which it may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Beneficiary under, this Deed of Trust; paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which in Beneficiary's sole judgment is or may be senior in priority to this Deed of Trust, such judgment of Beneficiary or to be conclusive as among the parties to this Deed of Trust; obtaining insurance and/or paying any premiums or charges for insurance; otherwise caring for and protecting any and all of the Property; and/or employing counsel, accountants, contractors and other appropriate persons to assist Beneficiary. Beneficiary may take any of the actions permitted under this Section 6.b either with or without giving notice to any person. Any amounts expended by Beneficiary under this Section 6.b shall be secured by this Deed of Trust.

v. Foreclosure; Lawsuits. Beneficiary shall have the right, in one or several concurrent or consecutive proceedings, to foreclose the lien hereof upon the

Property or any part thereof, for the Secured Obligations, or any part thereof, by any proceedings appropriate under applicable law. Beneficiary or its nominee may bid and become the purchaser of all or any part of the Property at any foreclosure or other sale hereunder, and the amount of Beneficiary's successful bid shall be credited on the Secured Obligations. Without limiting the foregoing, Beneficiary may proceed by a suit or suits in law or equity, whether for specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for any foreclosure under the judgment or decree of any court of competent jurisdiction.

vi. Other Remedies. Beneficiary may exercise all rights and remedies contained in any other instrument, document, agreement or other writing heretofore, concurrently or in the future executed by the Trustor or any other person or entity in favor of Beneficiary in connection with the Secured Obligations or any part thereof, without prejudice to the right of Beneficiary thereafter to enforce any appropriate remedy against the Trustor. Beneficiary shall have the right to pursue all remedies afforded to a Beneficiary under applicable law, and shall have the benefit of all of the provisions of such applicable law, including all amendments thereto which may become effective from time to time after the date hereof.

vii. Single or Multiple Foreclosure Sales. If the Property consists of more than one lot, parcel or item of property, Beneficiary and/or Trustee, as required by applicable law, may:

1) Designate the order in which the lots, parcels and/or items shall be sold or disposed of or offered for sale or disposition; and

2) Elect to dispose of the lots, parcels and/or items through a single consolidated sale or disposition to be held or made under or in connection with judicial proceedings, or by virtue of a judgment and decree of foreclosure and sale; or through two or more such sales or dispositions; or in any other manner Beneficiary may deem to be in its best interests (any such sale or disposition, a "Foreclosure Sale;" and any two or more, "Foreclosure Sales").

If Beneficiary chooses to have more than one Foreclosure Sale, Beneficiary at its option may cause the Foreclosure Sales to be held simultaneously or successively, on the same day, or on such different days and at such different times and in such order as Beneficiary may deem to be in its best interests. No Foreclosure Sale shall terminate or affect the liens of this Deed of Trust on any part of the Property which has not been sold, until all of the Secured Obligations have been paid in full.

c. Credit Bids. At any Foreclosure Sale, any person, including the Trustor or Beneficiary, may bid for and acquire the Property or any part of it to the extent permitted by then applicable law. Instead of paying cash for such property, Beneficiary may settle for the purchase price by crediting the sales price of the property against the following obligations:

i. First, the portion of the Secured Obligations attributable to the expenses of sale, costs of any action and any other sums for which the Trustor is obligated to pay or reimburse Beneficiary and Trustee under this Deed of Trust; and

ii. Second, all other Secured Obligations in any order and proportions as Beneficiary in its sole discretion may choose.

d. Application of Foreclosure Sale Proceeds. Beneficiary shall apply the proceeds of any Foreclosure Sale in the following manner:

i. First, to pay the portion of the Secured Obligations attributable to the expenses of sale, costs of any action and any other sums for which the Trustor is obligated to reimburse Beneficiary or Trustee under this Deed of Trust;

ii. Second, to pay the portion of the Secured Obligations attributable to any sums expended or advanced by Beneficiary under the terms of this Deed of Trust which then remain unpaid;

iii. Third, to pay all other Secured Obligations in any order and proportions as Beneficiary in its sole discretion may choose; and

iv. Fourth, to remit the remainder, if any, to the person or persons entitled to it.

e. Application of Rents and Other Sums. Beneficiary shall apply any and all Rents collected by it, and any and all sums other than proceeds of a Foreclosure Sale which Beneficiary may receive or collect under Section 6.b above, in the following manner:

i. First, to pay the portion of the Secured Obligations attributable to the costs and expenses of operation and collection that may be incurred by Beneficiary or any receiver;

ii. Second, to pay all other Secured Obligations in any order and proportions as Beneficiary in its sole discretion may choose; and

iii. Third, to remit the remainder, if any, to the person or persons entitled to it. Beneficiary shall have no liability for any funds which it does not actually receive.

## 7. Miscellaneous Provisions.

a. No Waiver. The 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 shall not constitute a waiver of any other or subsequent default.

b. Successor Trustee. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which the Real Property or some part thereof is situated, a substitution of trustee. From the time the



substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

c. Successor in Interest. This Deed of Trust shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of the Trustor hereunder are joint and several.

d. Recordation. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which the Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

e. Applicable Law. The creation, perfection and enforcement of the lien of this Deed of Trust shall be governed by the law of the State in which the property is located. Subject to the foregoing, in all other respects, this Deed of Trust shall be governed by the substantive laws of the State of Utah.

f. Interpretation.

i. Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the sections of this Deed of Trust are for convenience only and do not define or limit any terms or provisions. The word "include(s)" means "include(s), without limitation," and the word "including" means "including, but not limited to."

ii. The word "obligations" is used in its broadest and most comprehensive sense, and includes all primary, secondary, direct, indirect, fixed and contingent obligations. It further includes all principal, interest, prepayment charges, late charges, loan fees and any other fees and charges accruing or assessed at any time, as well as all obligations to perform acts or satisfy conditions.

iii. No listing of specific instances, items or matters in any way limits the scope or generality of any language of this Deed of Trust. The Exhibits to this Deed of Trust are hereby incorporated in this Deed of Trust.

g. Waiver of Statutory Rights. To the extent permitted by law, the Trustor hereby agrees that it shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust, but hereby waives the benefit of such laws. The Trustor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Property marshaled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the

Property sold as an entirety. The Trustor hereby waives any and all rights of redemption from sale under any judgment of foreclosure of this Deed of Trust on behalf of the Trustor and on behalf of each and every person acquiring any interest in or title to the Property of any nature whatsoever, subsequent to the date of this Deed of Trust. The foregoing waiver of right of redemption is made pursuant to the provisions of applicable law.

h. Severability. If any provision of this Deed of Trust should be held unenforceable or void, that provision shall be deemed severable from the remaining provisions and shall in no way affect the validity of this Deed of Trust except that if such provision relates to the payment of any monetary sum, then Beneficiary may, at its option, declare all Secured Obligations immediately due and payable.


i. Notices. Except as may be otherwise provided herein, all notices, requests, waivers and other communications made pursuant to this Deed or Trust shall be in writing and shall be conclusively deemed to have been duly given (a) when hand-delivered to the other party; three (3) business days after deposit in the U.S. mail with first class or certified or registered mail receipt requested, postage prepaid and addressed to the other party; or (c) the next business day after deposit with a nationally recognized overnight delivery service, postage prepaid, addressed to the respective party with next business day delivery guaranteed, provided that the sending party receives a confirmation of delivery from the delivery service provider. For purposes of this agreement, notice to Trustor shall be sent to Trustor's address on the trust page. Notices to Beneficiaries shall be sent to Trustee at his address on the trust page. Either party may change or supplement the address set forth below; or designate an additional address, for purposes of this Section 7.i by giving the other party written notice of the new address in the manner set forth above;

j. Prepayment. The obligations secured by this Deed of Trust may not be prepaid unless the prepayment has been agreed to in writing by the Beneficiary. The Trustor shall not sell or assign its interest in the Property for the duration of its obligations secured by this Deed of Trust.

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IN WITNESS WHEREOF, the Trustor hereby executes, acknowledges and enters into this Deed of Trust as of the date first set forth above.

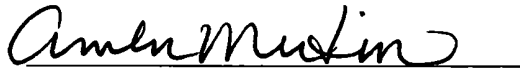
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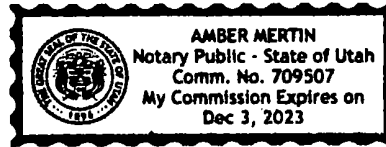
  
Andrea N. Pearce

STATE OF UTAH                    )  
  :            ss:  
County of Salt Lake            )

On this 15 day of March, in the year 2021, before me Amber Martin, a notary public, personally appeared Andrea N. Pearce, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledge she executed the same.

Witness my hand and official seal.





(notary seal)

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

LOT 601, EDELWEISS SUBDIVISION PHASE 6, FIRST AMENDMENT, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder. Note: Parcel identification number: 34-10-303-020 (for reference purposes only). The land described herein also known by the street address of: 14666 South Silver Blossom Way, Draper, UT 84020.