DOC ID 20220030393

Trust Deed Page ᠘(% Gary Christensen Washington County Recorder 06/09/2022 04 42:02 PM Fee \$40.00 By PROSPECTITLE INSURANCE

## DEED OF TRUST. SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FINANCING STATEMENT

This Deed of Trust secures a loan facility in a maximum principal amount of Three Million Five Hundred Thousand Dollars plus additional advances made pursuant to this Deed of Trust and Utah Code 57-1.

TC Smith, LLC, a Utah limited liability company Grantor:

> 2161 East Coyote Springs Drive Saint George, UT 84790 Attention Name: Todd S. Smith

Beneficiary: Indicate Capital Fund 1, LLC

2828 N. Speer Blvd. #210

Denver, CO 80211 Phone: 801-505-6554

Attention: Loan Closing Department

Trustee: Russ Nevers Esq

Property:

Obligations:

The real property located in the City of Washington, and County of Washington, Litan, and described on Exhibit A attached hereto together with (i) all buildings, structures and other improvements now or hereafter constructed thereon; (ii) all fixtures, easements, minerals, crops, landscaping features, development rights, water, ditch, reservoir, well or spring rights, groundwater rights, leases, rents, issues, profits, income, revenues and condemnation awards and insurance proceeds, however evidenced, relating or appertaining in any way to the real property; and (iii) all other appurtenances and hereditaments now or hereafter

appertaining to, located on or used in connection with the real property.

(a) All indebtedness evidenced and created by the Promissory Note of even date herewith. (the "Note") in the principal face amount of \$3,500,000 from Grantor in favor of Beneficiary and payable in full on or before March 5, 2023 (winters extended pursuant to Note), and all renewals, extensions, modifications amendments and restatements thereof and substitutions therefor:

(b) future advances made by Beneficiary plus interest thereon at the Default Rate; and

(c) all other indebtedness due under the Note, this Deed of Trust, the Assignment of Leases and Rents dated of even date herewith from Grantor in favor of Beneficiary (the "Assignment of Rents" and any other documents or instruments evidencing, securing or otherwise executed in connection with the Loan defined and described in the Note, together with all amendments, modifications, extensions, replacements and substitutions to any of the foregoing documents and instruments (collectively, the "Loan Documents").

Grant. As security for the Obligations, Grantor hereby grants, bargain, sells, mortgages and conveys the Property to Trustee in trust for the use and benefit of Beneficiary. As additional security for the Obligations, Grantor hereby grants Beneficiary assembly interest in the Property. This Dead of Trust constitutes a security agreement and fixture filing under the Uniform Commercial Code in effect in the State of Utah (the "Code").

Representations. Grantor warrants the title to the Property, subject only to those matters set forth on Exhibit B attached hereto. Grantor warrants that no financing statement covering any of the Property or proceeds thereof has been filed in a public office except as shown on Exhibit B. Grantor warrants that the person signing this Deed of Trust on behalf Grantor has been fully and properly authorized to do so and that this Deed of Frust constitutes the valid, binding and enforceable obligation of Granton

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- Covenants of Grantor, Grantor covenants and agrees: (a) to cause to be paid and satisfied all the Obligations on or before the date the Obligations are due and to comply with and perform according to their terms all of the covenants and agreements contained in this Deed of Trust; (b) to pay and satisfy when due all general and special taxes and general and special assessments and other claims or encumbrances in connection with or affecting the Property (c) to obtain and maintain at all times policies of insurance in an amount equal to the full replacement cost of all improvements on the Property insuffine against all risk of loss, damage, destruction, theft or any other casualty (without Beneficiary or Grantor being deemed a co-insurer), and to obtain and maintain comprehensive general 🤊 Pability insurance covering the Property and Grantor in reasonably acceptable amounts but in no event less that \$500,000 per occurrence and combined annual aggregate. All such insurance shall be written on an occurrence basis, shall name Beneficiary as an additional insured, loss payce or mortgage, as its interests may appear, shall be annually renewed at least 30 days prior to expiration with evidence of renewal certificates provided to Beneficiary prior such deadline, and shall provide that such insurance may not be cancelled or materially modified without providing Beneficiary at least 30 days' prior written notice of such cancellation or modification. Reference is made to the Hazardous Insurance Requirements Acknowledgment and Agreement of even date herewith from Grantor in favor of Beneficiary for additional terms and provisions regarding insurance; (d) to keep the Property and any improvements which may(at any time be on the Property in good condition and repair and not to commit any material waste; (e) not to commit destruction or removal of all or any material part of the Property without the prior consent of Beneficiary, other (half in the normal course of business, development or maintenance of the Property to comply with applicable insurance policy provisions and all laws, ordinances, rules and regulations of governmental authorities governing or applicable to the Property or its use; and (g) to appear in and defend any action or proceeding purporting to affect the Property.
  - Assignment of Leases and Rents. As additional security for Grantor's Obligations, and under the terms of the Assignment of Leases and Rents (which terms shall control). Grantor hereby assigns and transfers to Beneficiary all of the leases and occupancy agreements, rents, issues, profits, income and revenues of or from the Property, and hereby gives to and confers upon Beneficiary the right, power, and authority to collect such rents, issues, profits, income and revenues. Grantor irrevocably appoints Beneficiary its true and lawful attorney-in-fact, at the option of the Beneficiary at any time and from time to time, to demand, receive, and enforce payment, to give receipts, releases, and satisfactions, and to sue in the name of Grantor or Beneficiary, for all such rents, sixues, profits, income and revenues and to apply the same to the indebtedness secured hereby, provided that Grantok shall have the right to collect such rents, issues, profits, income and revenues but not in advance of their due date and with regard to any payments received by Grantor arising from any settlement or compromise reached with any tenant under any lease of the Property or any portion thereof prior 160 or any time there is not an Event of Octault (hereinafter defined) hereunder The assignment of leases, rents is such profits, income and revenues of the Property in this Section 9 is intended to be a present assignment from Grantor to Beneficiary and not merely the passing of a security interest. The leases rents, issues, profits, income and Devenues are hereby assigned by Grantor to Beneficiary contingent only upon the occurrence of an Even of Default hereunder. Upon the occurrence of an Event of Default hereunder Beneficiary may, either in person, by agent, or by a receiver appointed by a court, enter upon and take possession of the Property, or any part thereof, in its own name sue for or otherwise collect such rents, issues, profits, income and revenues, 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. The collection of such (ents) issues, profits, income and revenues or the entering upon and taking possession of the Property, or the application thereof as aforesaid, shall not cure of waive any Event of Default hereunder or notice of such Event of Default or invalidate any act done in response to such Event of Default or pursuant to a notice of such Event of Default. The assignment contained in this Section 9 shall be construed consistently with the Assignment of Rents; provided however, that in the event of any conflict between this Section 9 and the Assignment of Rents, the Assignment of Rents shall govern and control
  - Indemnity. In addition to the payment of various costs fees and expenses pursuant to the terms hereof and the other indemnities set forth herein and in the other Loan Documents, Grantor agrees to indemnify, defend and hold harmless Beneficiary, and any of its participants, parent corporations, subsidiary corporations, affiliated corporations, successor corporations, all now or hereafter affiliated trusts, partnerships and limited liability companies and all present and future members, managers, officers, directors, employees and agents of the foregoing (the "Indemnitees"), from and against (i) any and all transfer taxes, documentary taxes, assessments or charges made by any governmental authorist by reason of the execution and deliver of the Note, this Deed of Trust and the other Loan Documents or the

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making of advances, and (ii) any and all liabilities, losses, damages, penalties, judgments, suits, claims, costs and expenses of any kind or nature whatsoever, including, without limitation, the reasonable fees and disbursements of counsel in connection with any investigative, administrative or judicial proceedings, whether or not such Indemnitee shall be designated a party thereto, which may be imposed on, incurred by or asserted against such Indemnitee, in any manner relating to or arising out of or in connection with the Obligations or the use or intended use of the proceeds of the Loan "Indemnified Liabilities"). If any investigative, judicial, or administrative proceeding arising from any of the foregoing is brought against any Indemnitee, upon request of such Indemnitee, Grantor, or counsel designated by Grantor and satisfactory to the Indemnitee and Grantor's insurer, shall resist and defend such action, suit or proceeding  $\circ$ to the extent and in the manner directed by the Indemnitee, at Grantor's sole cost and expense. Each Indemnitee shalf use its best efforts to cooperate in the defense of any such action, suit or proceeding. If the foregoing undertaking to indemnify, defend and hold harmless may be held to be unenforceable because it violates any law, rule, regulation or public policy, Grantor shall nevertheless make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law. The obligations of Grantor under this Section shall survive the release and termination of this Deed of Trust and payment and the discharge of the Obligations.

- 11. Environmental Representations, Warranties and Covenants. Grantor hereby represents and warrants to, and covenants with and for the benefit of Lender that:
- Grantor shall deliver to Beneficiary within 24 hours of receipt copies of any notice of any violations of any environmental laws governing the use, storage, treatment, transportation, release, manufacture, refinement, handling, production, or disposal of Hazardous Materials;
- Grantor shall keep or cause the Property to be kept free of Hazardous Materials, and (b) without limiting the foregoing. Grantor shall not cause or permit the Property to be used to generate, manufacture, refine, transport, release, (reat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with all applicable environmental laws, nor shall Grantor cause or permit, as a result of any intentional or unintentional act or omission on the part of Grantor or any tenant, subtenant, or occupant, a release of Hazardous Materials onto the Property or onto any other property; and
- The use which Granton or any tenants or licensees of Granton will make of the Property will net result in the use or release of any Hazardous Materials on, about, under, near or onto the Property nor give rise to any liability or liens under the environmental laws; and
- Grantor shall (i) upon Beneficiary's request and at Grantor's sole cost and expense, conduct and complete all investigations studies, sampling, and testing, and all rentedial, removal, and other actions necessary to clean up and remove all Hazardous Materials, on, under, from, or affecting the Property in accordance with all applicable environmental laws to the satisfaction of Beneficiary, and n accordance with the orders and directives of all federal, state, and local governmental authorities, and (ii) defend, indemnify, and hold harmless Beneficiary, its employees, agents, members, managers, officers, and directors, from and against any claims, domands, penalties, fines, liabilities, settlements, damages, costs, or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to, (1) the presence, disposal, release, or threatened release of any Hazardous Materials on, over, under, from, or affecting the Property or the soil, water, vegetation, buildings, personal property, persons, or animals thereon; (2) any personal injury (including wrongful death) property damage (real or personal) arising out of or related to such Kazardous Materials; (3) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Materials, and/or (4) any violation of any environmental, laws or demands of government authorities, or any policies or requirements of Beneficiary, which are based upon or in any way related to such Hazardous Materials including, without limitation, attorney's and consultant's feet investigation and laboratory fees, court costs, and litigation expenses

In the event this Deed of This is forcelosed or Grantor tenders a deed in lieu of forcelosure, Grantor shalf deliver the Property to Beneficiary free from any and all Hazardous Marwinks so that the condition of the Property shall conform with all applicable environmental laws affecting the Property.

For purposes of this Section, the term "environmental laws" means any current or future federal, state or local laws, rules, regulations, ordinances, codes, orders or decrees pertaining to health or the environment or which concern the management, control, discharge, treatment, politimment and/or removal of substances of materials that are or may

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become a threat to public health or the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. § 9601 et seq.); the Superfund and Reauthorization Act, as amended (42 U.S.C. § 9601 et seq.); the Resource Conservation Recovery Act, as amended (42 U.S.C. § 6901 et seq.); the Solid Waste Disposal Act, as amended (42 U.S.C. § 6901 et seq.); the Hazardous Materials Transportation Act, as an ended (49 U.S.C. § 1801 et seq.); the Federal Water Pollution Control Act, as entended (33 U.S.C. § 1251 et seq.) (the Safe Drinking Water Act, as amended (42 U.S.C. § 300f et seq.); and the Clean Air Act, as amended (42 U.S. 😂 7401 et seq.).

> For purposes of this Section, the form "Hazardous Materials" means (AP) any hazardous substance, extremely hazardous substance, solid waste Mazardous waste, regulated substance, hazardous material, conventional pollutant toxic pollutant, air pollutant of pesticide, as such terms are defined in the environmental laws, and (B) any other substance, material or matter which is now or hereafter prohibited, regulated, classified, considered hazardew or toxic or which may give rise to any liability under any environmental laws.

> For purposes of this Section, the term "release" means any spilling, leaking, abandoning, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, seepage or disposing of any Hazardous Materials on, under, near or from the Property.

The representations, warranties, indemnities and sovenants of Grantor set forth in this Section shall survive the release and termination of this Deed of Trust and payment, satisfaction and performance of the Obligations and shall continue. in full force and effect until terminated by written agreement of the parties. The obligations of Grantor and the rights $_{
m C}$ of Beneficiary as expressly provided in this Section shall be in addition to any other rights available to Beneficiary and obligations of Grantor at common law, under statute or otherwise.

- Actions by Beneficiary to Preserve Property. Should Grantor fail to make any payment on do any 12, act as and in the manner provided in any of the Loan Documents, Beneficiary in its sole discretion, without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation, may make or do the same in such manner and to such extent as it may deem necessary to protect the security hereof. In connection therewith (without limiting its general powers), Reneficiary shall have and is hereby given the right, but not the obligations (a) to enter upon and take possession of the Property; (b) to make additions, alterations, repairs, and improvements to the Property which Beneficiary may consider necessary or propertie keep the Property in good condition and repair or to comply with applicable laws, statutes, regulations, rules and ordinances; (c) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Beneficiary; (d) to pay, purchase, contest, or compromise any encumbrance, Claim, charge, lien, or debt which in 1860 judgment may affect or appears to affect the security of its Deed of Trust or be prior or superior hereto; and selling exercising such powers, to pay all expenses in connection therewith including, without limitation, employment of counsel and/or other consultants, engineers, contractors, and other professionals. Grantor shall, immediately upon demand therefor by Reneficiary, 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 attorneys' fees, together with interest thereon at the Default Rate.
- <u>∬ Transfer</u>. If Grantor shall lease, sel∭contract to sell, pledge, mortgage, assign, encumber, hypothecate or otherwise transfer all or any part of the Property without the prior written consent of Beneficiary, all Obligations shall be immediately due and payable at the election of the Beneficiary. Beneficiary may require the transferee to assume the Obligations as a condition to its consent to the transfer and impose any other conditions permitted by law.
- Events of Default, who occurrence of any one or more of the following events or existence of one of more of the following conditions shall each constitute an "Event of Default" under this Deed of Trust:
  - Borrower Tails to make any payment of principal or interest on the Promissory Note of under this (a) Agreement within ten (10) days after the same becomes due.
  - Any representation or warranty made by Borrower in this Agreement, the Promissory Note, or in connection with any borrowing or request for a disbursement of Loan proceeds, or in any certificate, financial statement, or other statement furnished by Borrower to Lender's untrue in any material respect at the time when made.

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- Borrower defaults in the observance or performance of any other covenant or agreement contained (c) in this Agreement, other than a default constituting a separate and distinct Event of Default under this Paragraph 14, and such default continues unremedied for a period of fifteen (15) days after notice thereof is given to Borrower.
  - Borrower defaults in the observance or performance of any other covenant or agreement contained in any other Loan Document or other document or agreement made and given in connection with this Agreement, other than a default constituting a separate and distinct Event of Default under this Paragraph 14, and the continuance of the same unremedied for a period of fifteen (15) days after notice thereof is given to Borrower.
  - Any of the Loan Documents or other instruments executed and delivered in connection herewith for (e) any reason ceases to be valid or in full force and effect or the validity or enforceability of which is challenged or disputed by any signer thereof, other than Lender.
  - Borrower defaults in the payment of principal or interest on any other obligation for borrowed money other than hereunder, or defaults in the payment of the deferred purchase price of property beyond the period of grace if any, provided with respect thereto, of detaults in the performance or observance of any obligation or in any agreement relating thereto, if the effect of such default is to cause or permit the holder or holders of such obligation (extrustee on behalf of such holder or holders) to cause such obligation to become due prior to the fulfillment of all obligations incurred herein.
  - (g) Borrower or a Guarantor files a voluntary petition in bankruptcy seeking reorganization, arrangement or readjustment of debts, or any other relief under the Bankruptcy Code as amended or under any other insolvency act or law, state or federal, now or hereafter existing.
  - An involuntary petition is filed against Borrower or a Guarantor in bankruptcy seeking reorganization, arrangement or readjustment of debts, or any other relief under the Bankruptcy Code as amended, or under any other insolvency act or law, state or federal now or hereafter existing, and the continuance thereof for sixty (60) days undismissed, unfooded, or undischarged.
  - All or any substantial part of the property of Borrower or a Guarantor shall be condemned, seized (i) or otherwise appropriated, or custody or control of such property is assumed by any governmental agency or any court of competent jurisdiction, and servained for a period of thirty (30) days
  - A de જિએધ shall occur in connection with any guaranty or other obligation or undertaking made by a (i) Guarantor to Lender.
  - Lender otherwise in good faith deems itself to be insecure, or the value of the Collateral to have significantly declined from the date hereof, or the prospect of timely payment or performance to be impaired; provided, however Lender shall have given Borrower writen notice of the grounds thereof, and Borrower shall have failed to correct such matter of given Lender other assurance satisfactory to Lender within twenty (20) days thereof.
  - Remedies Upon Default Apon the occurrence of any Event of Default, Beneficiary shall have the following rights and remedies which shaff be cumulative and which must be exercised with notice, and which may be exercised separately, independently or concurrently and in any order, and without any election of remedies to be deemed made, and without affecting the right of Beneficiary to exercise any other remody hereunder or which Beneficiary may have in law or in equity, and without regard to other remedies then theretofore or thereafter pursued or being pursued: (a) to exercise all remedies under the Note and other Loan Documents, including, but not limited to, acceleration of the indebtedness evidenced by the Note; (b) to collect and receive any and all rents, issues, profits, income and revenues from the Property and to apply the same to the Obligations or to the repair or maintenance of the Property, or both; (c) to apply for and obtain, ex parte and without notice, the appointment of a receiver for the Property or of the rents, issues, stellits, income and revenues thereof, or both, and to have such receivers appointed as a matter of right without

regard to the solvency of any person or the adequacy of any security or the existence of waste with Grantor hereby specifically waiving any right to any hearing or notice of hearing prior to the appointment of a receiver, and to have sums received by such receivers, after deducting and paying costs and expenses of such receiverships, including attorneys' fees of Beneficiary, applied to the Obligations in such manner and order as Beneficiary may request; (d) to foreclose this Deed of Trust through the Trustee of through the courts as the Beneficiary may desire and to become the purchaser of the Property at any foreclosure sale; and/or (f) with respect to any of the Property that constitutes personal Property or fixtures subject to the Gode, Beneficiary shall have the remedies of a secured party under the Code. If foreclosure is made through the Frustee, such foreclosure shall be conducted in the manner provided by the 🤊 ঐaws of the State of Utah.

> The proceeds of any foreclosure sale shall first be applied to reimburse Beneficiary for (a) reasonable costs and expenses of foreclosure and (b) attorneys' fees, and (c) the balance of the proceeds shall be paid first to Beneficiary to pay the Obligations, with the surplus, if any, to be paid to the owner of the Property on the date of the forestosure sale.

16. Miscellaneous. (a) This Deed of Trust constitutes a fixture filling. (b) This Deed of Trust and each of its provisions shall be binding upon the heirs, personal representatives, successors and assigns of Grantor and shall inure to the benefit of the Trustee, the Beneficiary and his and its successors and assigns. (c) This Deed of Trust may be amended or modified only by an instrument in writing signed by the party charged with such amendment or waiver. (d) The terms "Grantor," "Beneficiary," "Frustees" and "Property" are defined in Sections 1 through 4, respectively, and the terms "Note", "Obligations" and "Loan Documents" are defined in Section 5. (e) If there is more than one Grantor, each Grantor shall be jointly and severally liable for the payment, observance and performance of all of Grantor's indebtedness, covenants, wittes, indemnities, liabilities and other obligations under this Deed of Trust and the other Loan Documents and this Deed of Trust shall affect their jointly and severally owned properties and assets. (f) The Trustee may release parts of the Property from the lien of this Deed of Trust upon the request of Beneficiary without impairing any cights or priority Beneficiary may have in the remainder of the Property or against Grantor. Upon Grantor's complete payment and discharge of the Obligations, Grantor shall be entitled to a release of this Deed of Trust and the Assignment of Rents upon payment of all trustee processing fees and payment of all recording fees and other costs and expenses incurred by Beneficiary (including, but not limited to, its attorney's fees and costs) in reviewing and processing such payoff request. (g) Failure on the Beneficiary's part to exercise its rights in the event of any one default shall not constitute a waiver of such rights in the event of any subsequent default. (h) Any consent, notice wither communications required or contemplated by this Deed of Trust shall be in writing and shall be given and deemed received in accordance with the terms and provisions of the Note. (if All the rights of Beneficiary under this Deed of Trust shall be cumulative (j) Where the Grantor and an obligor on the Obligations are not the same, the term "Grantor" means the owner of the Property in any provision dealing with the Property, the obligor in any∕ provision dealing with the Obligations, and both where the context so requires. (k) Time is of the essence of this Deal of Trust and all duties and obligations to be performed by Grantor under this Deed of Trust. (I) This Deed of Trust shall be governed by, and constitued in accordance with, the laws of the State of Utah. (m) Grantor agrees to execute and deliver such additional documents and instruments and undertake such further actions as may be necessary to offectuate the transactions contemplated in this Deed of Trust, the Note and other Loan Documents, (x) Capitalized terms used herein but not defined herein shall have the meanings given them in the Note and other Loan Documents.

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[signature page to follow]

20220030393 06/09/2022 04:42:02 PM Page 7 of 8 Washington County Date: June 7, 2022.4 ASSIGNOR: TC Smith, LLC, a Utah Timited liability company Name: Todd S. Smith Title: Manager STATE OF UTAH ) ss. COUNTY OF WENINGTON The foregoing instrument was acknowledged before me this oil Day of June 2022, by Todd S. Smith, as Manager of TC Smith, LLC, a Utah limited liability company. Witness my hand and official seal [SEAL] My commission expires: 🥭 Notary Public ROBERT M. ELLIOTT Notary Public State Of Utah My Commission Expires 05/10/2026 COMMISSION NO. 724647 7 of 8

20220030393 06/09/2022 04:42:02 PM Page 8 of 8 Washington County Attached to and forming part of the Deed of Trust, Security Agreement, Assignment of Leases and Rents and Financing Statement, dated June 7, 2022, from TC Smith, LLC, a Utah limited liability company as Grantor, to the Trustee, for the use and benefit of Indicate Capital and 1 LLC, a Colorado limited liability company, as Beneficiary. Description of Property Parcel 2: [W-5-3-2-2422] Beginning at a point that lies South 01°03'08" West along the section line 1616.81 feet and West 1106.31 feet from the East Quarter Corner of Section 2, Township 43 South, Range 15 West, Salt Lake Base and Meridian and running thence South 36°02'25" West 109.36 feet; thence South 30°12'35" West 141.58 feet; thence South 27°46'11" West 105.95 feet; thence South 33°47'59" West (§1.96 feet; thence South 30°38'20" West 217.47 feet; thence South 40°36'34" West 210.52 feet; thence South 43°32'30" West 204.74 feet; thence North 88°55'08" West 467.75 feet; thence North 00°44'27" East 876.51 feet; thenge South 89°15'33" East 631.15 feet; thenge South 63°30'45" East 45.00 feet; thence northerly along 3/400.00 foot radius non-tangent curve to the left, (long chord bears North 13°36'51" East a distance of 178.24 feet), center point lies North 63°30'45" West through a central angle of 25°44'47 a distance of 179.74 feet; thence North 00°44'27" East 10.35 feet; thence South 89°15'33" East 245.42 feet; thence South 57°27'54" East 291.46 feet; to the point of beginning. Also Known As Finley Farms Phase 1A 4 & 6 Washington, UT 84780 8 of 8