

WHEN RECORDED, MAIL TO:

Gulf Funding, LLC  
Attn: Brad Christensen  
912 W. Baxter Drive, Suite 250  
South Jordan, Utah 84095

### DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING

**THIS DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING** (this "*Trust Deed*") is made as of April 14, 2017, by each of (a) **TAYLOR RANCH, INC.**, a Utah corporation ("*TRI*"), (b) RICKY TAYLOR, an individual resident of the State of Utah also sometimes known as Rickie Taylor ("*Ricky*"), and (c) PAULA TAYLOR, an individual resident of the State of Utah ("*Paula*" and collectively, together with Ricky and TRI, "*Trustor*"), as Trustor, whose address is 3027 Cherokee Lane, Provo, Utah 84604, in favor of **TITLE WEST** ("*Trustee*"), as Trustee, whose address is 857 North 900 West, Orem, Utah 84097, for the benefit of **GULF FUNDING, LLC**, a Utah limited liability company ("*Beneficiary*"), as Beneficiary, whose address is 912 W. Baxter Drive, Suite 250, South Jordan, Utah 84095.

### WITNESSETH

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Trustor, Trustor hereby irrevocably CONVEYS, GRANTS, BARGAINS, TRANSFERS, SELLS, ASSIGNS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the tract or tracts of real property situated in UTAH County, State of UTAH which is more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the "*Land*").

Together with all buildings, fixtures and improvements thereon and all water rights, water company stock, rights of way, easements, permits, licenses, and appurtenances thereunto belonging, now or hereafter used or enjoyed with the Land or any part thereof (the Land and such other property in which a security interest is granted under this Trust Deed, being collectively referred to in this Trust Deed as the "*Property*").

This Trust Deed is given for the purpose of securing the full and timely payment and performance each of the following (collectively, the "*Obligations*"):

(1) each and every obligation of GULF CAPITAL HOLDINGS, LLC, a Michigan limited liability company ("*Borrower*"), under that certain Secured Promissory Note (together with all substitutions, consolidations, modifications, amendments, replacements, restatements, increases, renewals, and extensions thereof, in whole or in part, the "*Note*") executed by Borrower in favor of Beneficiary as of, on or about even date herewith, in the stated original principal amount of \$5,550,000; and

(2) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

TW 71792

**To Protect the Security of This Trust Deed, Trustor agrees as follows:**

1. Except as otherwise expressly permitted by the terms of this Trust Deed or consented to by Beneficiary in writing, Trustor shall (a) keep the Property in good condition and repair; (b) not remove or demolish any fixture, building or other structure thereon except as reasonably required in the operation of the Property; (c) complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon other than as reasonably required in the operation of the Property and to pay when due all claims for labor performed and materials furnished therefor; (d) comply with all laws, covenants and restrictions affecting the Property or requiring any alterations or improvements to be made thereon, including without limitation environmental laws and regulations thereunder; (e) not commit or permit waste thereof; (f) not perform any material demolition, addition, alteration or remodeling of the improvements on the Property except for ordinary and reasonable repairs, maintenance, painting or other necessary improvements; (g) not commit, suffer or permit any act upon the Property in violation of law, including without limitation environmental laws and regulations thereunder; and (h) cultivate, irrigate, fertilize, fumigate, prune and 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.

2. Upon the request of Beneficiary hereunder, Trustor will cooperate in good faith with any of the following to be performed, prepared and completed by qualified professionals engaged by Beneficiary at Beneficiary's expense: (a) an M.A.I. appraisal of the Property, (b) an A.L.T.A. survey of the Property, (c) an environmental or geological report of the Property, or (d) if applicable, appropriate updates to any of the foregoing.

3. Trustor shall 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 appear in or defend any such action or proceeding, Trustor shall pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum incurred by Beneficiary or Trustee.

4. Trustor shall pay, when due, (a) all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Property, (b) all encumbrances, charges and liens (with interest) on the Property or any part thereof, which at any time appear to be prior or superior hereto.

5. The occurrence of any of the following shall constitute an ***"Event of Default"*** hereunder:

(a) The failure of Borrower to make any payment required by the Note on the due date for such payment and the failure of Borrower or Trustor to cure such failure within ten (10) days of written notice by Beneficiary to Trustor;

(b) Any foreclosure proceedings are commenced against any of the Property by any person or entity (other than Beneficiary or its affiliates);

(c) Any representation made by Trustor herein is determined to have been willfully, knowingly and materially false or inaccurate when made;

(d) Any breach occurs under Paragraph 7 below and is not cured by Trustor within ten (10) days of written notice by Beneficiary to Trustor;

(e) Trustor intentionally or with gross negligence commits, or allows to be committed, acts with respect to the Property which (1) breach a provision of this Trust Deed, (2) violate applicable law, or (3) cause (or could be reasonably expected to cause) material damage to the Property and/or its value, and such breach, violation or damage is not cured or remedied in full within thirty (30) days of written notice by Beneficiary to Trustor;

(f) Any of TRI, Ricky or Paula (1) files or consents by answer or otherwise to the filing against him, her or it of a petition for relief or arrangement or any other petition in bankruptcy or to take advantage of any bankruptcy or insolvency law of any jurisdiction, or (2) suffers an involuntary petition in bankruptcy or receivership to be filed and not vacated within sixty (60) days; or

(g) In any event, if any Obligation remains unpaid following April 15, 2018.

6. Trustor represents and warrants that each of the following is true and accurate, and covenants and agrees that the following will continue (unless specifically waived in writing by Beneficiary) to be true and accurate so long as any Obligation remains outstanding:

(a) Trustor has all right, power and authority to execute this Trust Deed and grant the security interest in the Property created hereby.

(b) Trustor is the sole legal owner of fee title to the Property and holds such title free and clear of liens, encumbrances and defects, other than (1) an existing lien for the benefit of George Schaeffer which has been previously disclosed to Beneficiary and which in any case shall be fully discharged prior to the recording of this Trust Deed, and (2) the lien of this Trust Deed. To the best knowledge of Trustor, none of the easements, rights of way or other similar restrictions, reservations or agreements currently of record do not and will not interfere in any material respect with reasonable access, development or use of the Property.

(c) There is no pending or, to the knowledge of Trustor, threatened action or proceeding before any court or administrative agency, and there are no final judgments of record, against Trustor or relating to or affecting the Property.

(d) Except as specifically listed as an exception to title in Beneficiary's title insurance policy, to Trustor's knowledge, the Property (1) and the present use thereof comply in all material respects with all applicable laws, (2) is not the subject of a pending or proposed condemnation or special or other assessments for public improvements or otherwise, (3) has adequate rights of access to public ways and is served by all utilities required for the current use thereof, (4) is comprised of one or more parcels which constitute separate tax lot(s) and none of

which constitutes a portion of any other tax lot, and (5) is not located in a flood hazard area as designated by the Federal Emergency Management Agency.

(e) None of TRI, Ricky or Paula is a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and any successor statutes thereto.

(f) Other than Trustor, the only persons currently permitted to reside on the Property or to access or use the Property on a regular basis (or otherwise under any contract or agreement with such person) are and will be (1) employees, customers, and agents of Trustor, (2) members of Ricky and Paula's family, and (3) Isaac J. Taylor and members of his family, in each case whose access to or use of the Property may be terminated by Trustor or its successor-in-interest without penalty at any time.

(g) None of TRI, Ricky or Paula is aware of any material violation of any environmental law, regulation or ordinance upon any of the Property or any adjoining property that has not been fully remediated and is no longer continuing.

7. **Trustor hereby agrees that, so long as the lien of this Trust Deed is not discharged in full, it will not, without the prior written consent of Beneficiary, sell, convey, mortgage, grant, bargain, encumber, pledge, assign or otherwise transfer the Property or any part thereof or permit the Property or any part thereof to be sold, conveyed, mortgaged, granted, bargained, encumbered, pledged, assigned or otherwise transferred to any person or entity other than Trustee and/or Beneficiary;** provided, that Beneficiary shall not unreasonably withhold or delay consent to a proposed conveyance of the Property by Trustor to a trust or entity affiliated with Trustor in connection with estate planning transactions of Trustor so long as (a) no Default has occurred and is continuing uncured, and (b) the proposed new owner expressly acknowledges the continuing lien of this Trust Deed on the Property and agrees to be subject to the terms and conditions hereof.

8. Should the Property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, Beneficiary shall be entitled to all compensation, awards and other payments or relief therefor, all of which, including the proceeds of any policies of insurance affecting the Property, are hereby assigned to Beneficiary, who shall apply the same against any unpaid Obligation, with Trustor being entitled to any surplus.

9. At any time and from time to time upon (a) written request of Beneficiary, (b) payment of its fees and (c) presentation of this Trust Deed and the Note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment or performance of the Obligations secured hereby, and without releasing the interest of any party joining in this Trust Deed, Trustee may (1) consent to the making of any map or plat of the Property; (2) join in granting any easement or creating any restriction thereon; (3) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (4) grant any extension or modification of the terms of this loan; and/or (5) reconvey, without warranty, all or any part of the 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 the truthfulness thereof. Any partial reconveyance shall not diminish Trustor's liability for the

obligations evidenced hereby and by the Note and shall not affect or impair the lien of this Trust Deed with respect to the remaining portion of the Property. Trustor agrees to pay reasonable trustee's fees for any of the services mentioned in this Paragraph which are requested by Trustor.

9. Trustor hereby assigns (subject to the rights of Trustor set forth below prior to the occurrence of an Event of Default following all applicable cure periods), and grants to Beneficiary a security interest in, each and all of the following, whether now owned by Trustor or hereafter acquired (collectively, the "**Secured Personal Property**"): (a) all leases, rents, revenues, income, issues, royalties and profits of and from the Property, (b) all rights, interests and titles of Trustor under any leases or other agreements described above, including without limitation contract rights and security deposits, (c) all plans, designs, specifications, entitlements, plat maps, architectural, engineering and environmental studies, surveys, drawings, sketches, renderings, permits, licenses, utility deposits, trademarks, service marks, trade names, and other rights, documents or similar items and general intangibles relating to the Property, (d) all rights and interests under development agreements, development and zoning applications, contracts for development, construction, engineering or architectural work, reservation agreements (including reservation deposits), sales agreements (including earnest money deposits), bonds and sewer connection agreements, and (e) all proceeds, products and replacements and substitutes of any of the foregoing and any property of any character whatsoever into which any of the foregoing may be converted. Until the occurrence of an Event of Default, Trustor shall have the right to collect all such rents, revenues, issues, income, royalties and profits earned prior to the occurrence of such Event of Default as they become due and payable. If an Event of Default shall occur as aforesaid, Trustor's right to collect any of such monies shall automatically cease upon expiration of any time to cure such Event of Default by the Trustor and Beneficiary shall have the right at that time, with or without taking possession of the Property, to collect all rents, revenues, royalties, income, issues and profits and exercise all rights of lessor (or of Trustor in whatever other capacity) under leases of the Property or under any other contract, agreement, bond, application, permit or other arrangement relating to the Property. Trustor shall, promptly upon the request of Beneficiary, provide Beneficiary with complete and accurate copies of all documents evidencing or constituting Secured Personal Property. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such monies shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option. Should Beneficiary so request, Trustor shall promptly execute, acknowledge and deliver to Beneficiary separate written instruments in recordable form and otherwise satisfactory to Beneficiary confirming such assignment of leases and rents and/or such general assignment of contracts and other rights.

**For the sake of clarity, it is acknowledged and agreed that the Secured Personal Property does not include (and the lien of this Trust Deed shall not apply to) the following: (1) horses, cattle, other livestock or any other animals, or (2) furniture, furnishings, appliances, equipment, machinery or the like except to the extent that any of such constitute fixtures.**

11. This Trust Deed constitutes and shall be effective as a security agreement and "fixture filing" with respect to the Secured Personal Property and any other Property as to which a

security interest can be created or perfected under Revised Article 9 of the Uniform Commercial Code, as adopted in Utah (the "**UCC**").

12. 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 or Event of Default shall not constitute a waiver of any other or subsequent default or Event of Default.

13. Time is of the essence hereof. Upon the occurrence of any Event of Default, following any applicable cure periods expressly provided for herein, Beneficiary shall have the option to (a) declare all sums secured hereby immediately due and payable, (b) foreclose this Trust Deed subject to and in the manner provided by applicable law for the foreclosure of mortgages or deeds of trust on real property, and/or (c) execute or cause Trustee to execute a written notice of default and of election to cause the Property to be sold to satisfy the obligations secured hereby (in which event Beneficiary shall deposit with Trustee a copy of the Note and all documents evidencing expenditures secured hereby, and Trustee shall file such notice for record in each county wherein the Property or some part or parcel thereof is situated, or as otherwise required by applicable law). Beneficiary shall be entitled to recover in any such proceedings all costs and expenses incident thereto, including reasonable attorney fees and expenses.

14. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which the Property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder (the "**Auction Purchaser**"), the purchase price payable in lawful money of the United States at the time provided by applicable law. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale in accordance with applicable law. Trustee shall execute and deliver to the Auction Purchaser its deed conveying the Property so sold, but without any covenant of warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (a) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorneys' fees; (b) cost of any evidence of title procured in connection with such sale and revenue stamps or recording fees (if any) on Trustee's deed; (c) all sums expended under the terms hereof, not then repaid, with accrued interest from the date of expenditure at the then most recently applicable rate of interest under the Note; (d) all other sums then secured hereby; and (e) 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.

15. Trustor agrees to surrender possession of the Property to the Auction Purchaser at the aforesaid sale, immediately after such sale, in the event such possession has not previously been surrendered by Trustor.

16. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. In this Trust Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. No rule of strict construction shall apply against Trustor, Trustee or Beneficiary. There are no oral agreements between or among Trustor, Trustee or Beneficiary with respect to the matters set forth herein.

17. This Trust Deed shall be construed according to the laws of the State of Utah without regard to the principles of the conflict of laws thereof. Venue of any dispute involving this Trust Deed or any provision or interpretation thereof, or involving any matter arising out of or connected in any way with this Trust Deed, and jurisdiction over the parties hereto, shall be in any court of competent jurisdiction in the State of Utah. Each of the parties hereby irrevocably consents and submits to the jurisdiction and venue of said courts, hereby waiving any rights it may now or hereafter have to object to, or seek a change of, such jurisdiction and venue. EACH OF THE PARTIES HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS TRUST DEED OR ANY OTHER LOAN DOCUMENT (as defined in the Note) OR RELATING THERETO OR ARISING FROM THE LENDING RELATIONSHIP WHICH IS THE SUBJECT OF THIS TRUST DEED AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

18. Arbitration Agreement.

(a) Subject to the provisions of Paragraph 18(b) below, any and all disputes, claims or controversies arising out of or in connection with this Trust Deed or in any way connected herewith, no matter how described, pleaded or styled, including claims arising in tort and/or contract, shall be decided exclusively and finally by binding arbitration. EACH PARTY HEREBY KNOWINGLY WAIVES ANY RIGHT TO A TRIAL BY JURY OR BEFORE A COURT WITH RESPECT TO THE ISSUES THAT ARE SUBJECT TO ARBITRATION HEREUNDER. The arbitration hearing shall be conducted in Salt Lake County or Utah County, Utah. The arbitration shall be conducted before the American Arbitration Association (the "AAA"), pursuant to the AAA Commercial Arbitration Rules (which are available online at [www.adr.org](http://www.adr.org), or can be obtained by phone at 1-800-778-7879, by mail at 1633 Broadway, 10th Floor, New York, NY 10019, or upon written request to any party hereto). The arbitration shall be conducted by one neutral arbitrator appointed by the AAA who shall have actual experience in and knowledge of the subject matter of this Agreement to the greatest extent practicable. The arbitrator shall have the authority to award any monetary and nonmonetary relief available to any party in an action otherwise prosecuted in court, including injunctive and other provisional relief. Judgment on the arbitration award may be entered by any court of competent jurisdiction. The arbitrator shall award the prevailing party the cost of the arbitration, the arbitrator's compensation, attorney fees and costs. The award shall be final, binding and non-appealable. Each party further agrees that the U.S. Federal Arbitration Act, as amended (the "**Federal Arbitration Act**") and related federal law shall govern the interpretation and enforcement of this Paragraph 18(a) to the fullest extent possible, to the exclusion of all otherwise potentially applicable state law, regardless of the location of the arbitration proceedings or the nature of the disputes or controversies. The arbitrator shall apply the governing law provided for in Paragraph 17 above consistent with the Federal Arbitration Act and related federal law, including applicable statutes of limitations, and shall honor claims of privilege recognized at law. If any part of this arbitration agreement is deemed to be invalid, unenforceable or illegal, then the balance of this

arbitration agreement shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein.

(b) Nothing in Paragraph 18(a) above shall limit the ability of Trustee or Beneficiary to (1) exercise non-judicial rights or remedies against the Property and/or the Secured Personal Property as such are available under applicable laws or the provisions of this Trust Deed, including without limitation the rights after an Event of Default to commence and complete a non-judicial foreclosure of the Property and/or the Secured Personal Property, and/or (2) to commence and prosecute an action in state or federal court for judicial foreclosure against the Property and the Secured Personal Property.

19. Subject to provisions of applicable law to the contrary, the rights and remedies provided for in this Trust Deed upon default shall not be exclusive but rather cumulative and Trustee and Beneficiary may exercise all rights and remedies available to them under applicable law, this Trust Deed, the Note or any other instrument, agreement or document executed by Trustor, Borrower or any other party in connection herewith or therewith. Trustor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Utah as to all Obligations secured by this Trust Deed.

20. Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to it at the address hereinbefore set forth. Beneficiary requests that a copy of any notice of default and of any notice of sale relating to the Property be mailed to it at the address hereinbefore set forth.

21. Trustor acknowledges and agrees that (a) the proceeds of the Loan are intended to be and shall be, used for commercial and business purposes as provided in the Note, (b) this Trust Deed is absolute and unconditional, (c) there are no conditions precedent to the effectiveness of this Trust Deed, (d) this Trust Deed is in full force and effect and is binding on Trustor as of the date first set forth above, regardless of whether Beneficiary obtains collateral or any guaranties from others, and (e) a separate action or actions may be brought and prosecuted against Trustor whether or not action is brought against Borrower or any other person, and whether or not Borrower or any other person is joined in any such action or actions. The obligations of TRI, Ricky and Paula as Trustor under this Trust Deed shall be joint and several as to each of them.

22. **Notwithstanding any provision of this Trust Deed to the contrary, except for Excluded Claims (as defined below), (a) Trustee and Beneficiary are and shall be expressly limited in their recourse against Trustor to the rights and remedies of Trustee and Beneficiary provided for herein against the Property only, and (b) neither Trustee nor Beneficiary shall have or assert any right, remedy or recourse against Trustor or to or against any right, title, interest or asset of Trustor other than the Property. "Excluded Claims" means any and all claims of, and/or costs or expenses incurred by, Beneficiary or Trustee arising due to or resulting from (1) any representation made by Trustor herein is determined to have been willfully, knowingly and materially false or inaccurate when made, (2) any breach of Paragraph 7 above, or (3) Trustor's commission of intentional acts or acts constituting gross negligence, or Trustor's intentional or grossly negligent allowance of acts, with respect to the Property which (i) breach a provision of this Trust Deed, (ii) violate applicable law, or (iii) cause (or could be reasonably expected to cause) material damage to the Property and/or its value.**




23. Each of TRI, Ricky and Paula (a) has reviewed the Note and is, accordingly, familiar with the Obligations and their respective terms and conditions, (b) has been represented by, and has consulted with, legal counsel of their own choice in connection with their respective negotiation, execution and delivery of this Trust Deed and all related arrangements, and (c) acknowledges, confirms and agrees that Trustor has received adequate consideration and reasonably equivalent value as a result of executing and delivering this Trust Deed.

*[Remainder of Page Intentionally Blank – Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned Trustor has caused this Deed of Trust, Security Agreement and Fixture Filing to be executed on the date indicated below, to be effective as of the date first above written.

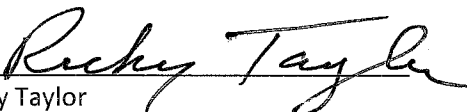
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TAYLOR RANCH, INC.

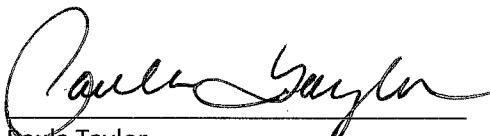
By:   
Rickie L. Taylor, President

Date: April 14, 2017

Utah Organizational I.D. No.: 1224020-0142

  
Ricky Taylor

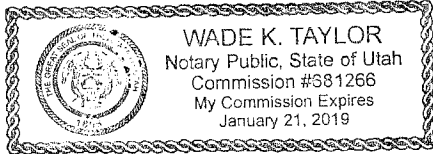
Date: April 14, 2017

  
Paula Taylor

Date: April 14, 2017

STATE OF UTAH )  
 : ss.  
COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this 14 day of April, 2017, by <sup>Rickie L.</sup>~~Ricky~~ Taylor, as President of Taylor Ranch, Inc., a Utah corporation.



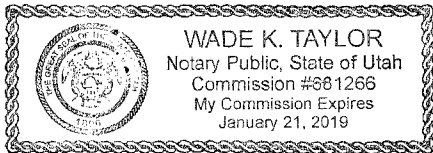
Wade K. Taylor  
NOTARY PUBLIC

My Commission Expires: 1/21/19

Residing at: Lehi UT

STATE OF UTAH )  
 : ss.  
COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this 14 day of April, 2017, by Ricky Taylor, individually.



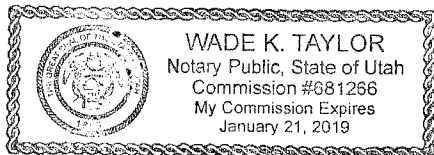
Wade K. Taylor  
NOTARY PUBLIC

My Commission Expires: 1/21/19

Residing at: Lehi UT

STATE OF UTAH )  
 : ss.  
COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this 19 day of April, 2017, by Paula Taylor, individually.



Wade K. Taylor  
NOTARY PUBLIC

My Commission Expires: 1/21/19

Residing at: Lehi UT

EXHIBIT A  
TO  
DEED OF TRUST

Legal Description of Land

The following real property located in UTAH County, State of UTAH:

(29-024-0007, 29-025-0035)

Commencing at a point with state plane rectangular coordinates of X=1,925,134.17 and Y=610,907.32 based on the Lambert Conformal Projection, Utah Central Zone, said point also located South 0°58'10" East along the Section line 620.19 feet and South 89°01'50" West 48.60 feet from the Northeast corner of Section 25, Township 9 South, Range 1 East, Salt Lake Base and Meridian; thence North 1°38'55" East along a fence line 707.71 feet; thence North 1°23'13" East along said fence line 633.18 feet to a fence corner; thence North 34°15'32" West along a fence line 6.45 feet to a fence corner; thence South 72°39'41" West along a fence line 93.85 feet; thence South 69°38'55" West along said fence line 127.07 feet; thence South 68°38'00" West along said fence line 183.82 feet to the centerline of a ditch; thence South 1°19'07" West along said ditch centerline 207.15 feet; thence South 8°25'51" West along said ditch centerline 37.63 feet; thence South 9°40'06" East along said ditch centerline 28.27 feet; thence South 1°34'31" West along said ditch centerline 914.58 feet; thence South 6°51'43" East along said ditch centerline 23.02 feet to a fence line; thence North 88°32'17" East along said fence line 48.75 feet to a fence corner; thence North 89°45'04" East along a fence line 327.05 feet to the point of beginning.

(29-024-0008, 29-025-0036)

Commencing at a point with state plane rectangular coordinates of X=1,924,758.51 and Y=610,904.66 based on the Lambert Conformal Projection, Utah Central Zone, said point being also located South 0°58'10" East along the section line 616.50 feet and South 89°01'50" West 424.37 feet from the Northeast corner of Section 25, Township 9 South, Range 1 East, Salt Lake Base and Meridian; thence North 6°51'43" West along a ditch centerline 23.02 feet; thence North 1°34'31" East along said ditch centerline 914.58 feet; thence North 9°40'06" West along said ditch centerline 28.27 feet; thence North 8°25'51" East along said ditch centerline 37.63 feet; thence North 1°19'07" East along said ditch centerline 207.15 feet to a fence line; thence South 68°15'09" West along said fence line 339.53 feet; thence South 65°45'58" West along said fence line 36.23 feet to a fence corner; thence South 0°01'00" West along a fence line 455.00 feet to a fence corner; thence South 0°55'41" East along a fence line 621.61 feet to a fence corner; thence North 88°32'17" East along a fence line 310.64 feet to the point of beginning.

(29-025-0037)

Commencing at a point with state plane rectangular coordinates of X=1,925,200.99 and Y=609,607.86 based on Lambert Conformal Projection, Utah Central Zone, said point being also located North

0°58'10" West along the Section line 744.15 feet and South 89°01'50" West 3.77 feet from the East Quarter Corner of Section 25, Township 9 South, Range 1 East, Salt Lake Base and Meridian; thence North 0°02'31" West along a fence line 551.88 feet to the centerline of a concrete ditch; thence North 78°17'39" West along said ditch centerline 49.70 feet; thence North 80°39'08" West along said ditch centerline 123.06 feet; thence North 77°18'04" West along said ditch centerline 76.92 feet; thence North 81°47'50" West along said ditch centerline 125.39 feet; thence North 86°22'37" West along said ditch centerline 108.84 feet to a fence line; thence South 23°33'59" West along said fence line 13.09 feet to a fence corner; thence South 0°21'29" East along a fence line 612.91 feet; thence North 89°50'55" East 479.67 feet to the point of beginning.

(29-025-0038)

Commencing at a point with state plane rectangular coordinates of X=1,925,200.57 and Y=610,159.58 based on the Lambert Conformal Projection, Utah Central Zone, said point being also located North 0°58'10" West along the Section Line 1295.97 feet and North 89°01'50" East 5.15 feet from the East Quarter Corner of Section 25, Township 9 South, Range 1 East, Salt Lake Base and Meridian; thence North 1°17'26" West 42.27 feet; thence North 36°24'12" West along a fence line 114.28 feet; thence North 10°29'22" West 22.65 feet to a fence corner; thence North 88°48'04" West along a fence line 316.71 feet to a fence corner; thence North 0°23'10" West along a fence line 583.43 feet to a fence corner; thence South 88°32'17" West along a fence line 359.39 feet to a fence corner; thence South 0°00'51" West along a fence line 64.53 feet; thence South 0°58'10" East along said fence line 533.29 feet; thence South 84°41'44" East along a fence line 7.30 feet; thence South 48°37'56" East along said fence line 100.42 feet; thence South 85°52'10" East along said fence line 178.47 feet to a fence corner; thence North 23°33'59" East along a fence line 13.09 feet to the centerline of a concrete ditch; thence South 86°22'37" East along said ditch centerline 108.84 feet; thence South 81°47'50" East along said ditch centerline 125.39 feet; thence South 77°18'04" East along said ditch centerline 76.92 feet; thence South 80°39'08" East along said ditch centerline 123.06 feet; thence South 78°17'39" East along said ditch centerline 49.70 feet to the point of beginning.

(29-025-0010)

Commencing 18.66 chains South of the Northeast corner of Section 25, Township 9 South, Range 1 East, Salt Lake Base and Meridian; thence West 70.85 feet more or less; thence South 10°29'22" East 22.65 feet more or less; thence South 36°24'12" East 114.28 feet; thence South 1°17'26" West 42.27 feet; thence South 0°02'31" West 195 feet more or less; thence South 89°22'00" East 52.7 feet; thence North 352.09 feet; thence West 52.7 feet to the point of beginning.

(29-025-0018)

Commencing 21.84 chains North and 73 links West of the Southeast corner of Northeast quarter of Section 25, Township 9 South, Range 1 East, Salt Lake Base and Meridian; thence North 1°52'30" East 8.92 chains; thence West 4.91 chains; thence South 8.92 chains; thence East 4.71 chains to the place of beginning.

(30-064-0010)

Beginning at the Southwest corner of Section 19, Township 9 South, Range 2 East, Salt Lake Base and Meridian (Basis of Bearings: State Plane Coordinate control - SW Cor. 19 to West Cor. 19 = N.00°15'12" W.); thence North 01°23'15" East 731.83 feet along a fence line; thence North 87°56'56" East 1324.49 feet along a fence line; thence South 00°21'28" East 329.35 feet along a fence line; thence North 89°56'14" West 659.65 feet along a fence line; thence South 00°02'41" East 859.23 feet along a fence line; thence North 89°27'35" West 693.01 feet; thence North 01°12'56" East 402.39 feet along a fence line to the point of beginning.

(30-088-0015)

Beginning at a point which is 402.30 feet South and 8.54 feet West from the Northwest corner of Section 30, Township 9 South, Range 2 East, Salt Lake Base and Meridian (Basis of Bearings: State Plane Coordinate control - NW Cor. 30 to West Cor. 30 = S. 00°57'18" E.); thence South 89°27'35" East 693.01 feet along a fence line; thence South 00°32'52" West 600.51 feet along a fence line; thence South 00°44'44" West 224.38 feet along a fence line; thence North 88°14'59" West 626.11 feet along a fence line; thence South 00°43'09" East 34.37 feet along a fence line; thence North 86°44'57" West 51.74 feet along a fence line; thence North 30°12'45" West 39.28 feet along a fence line; thence North 00°53'01" East 809.84 feet along a fence line to the point of beginning.

(30-088-0008)

Beginning at a point which is 1585.10 feet South and 53.22 feet East from the Northwest corner of Section 30, Township 9 South, Range 2 East, Salt Lake Base and Meridian (Basis of Bearings: State Plane Coordinate control - NW Cor. 30 to West Cor. 30 = S. 00°57'18" E.); thence North 00°28'49" West 336.27 feet along a fence line; North 00°43'09" West 34.37 feet along a fence line; thence South 88°14'59" East 626.11 feet along a fence line; thence South 00°21'56" West 348.40 feet along a fence line; thence South 89°42'46" West 620.35 feet along a fence line to the point of beginning.

(30-088-0007)

Beginning at a point which is 1582.07 feet South and 673.56 feet East from the Northwest corner of Section 30, Township 9 South, Range 2 East, Salt Lake Base and Meridian (Basis of Bearings: State Plane Coordinate control - NW Cor.30 to West Cor. 30 = S. 00°57'18" E.); thence North 00°21'56" East 348.40 feet along a fence line; thence North 00°44'44" East 224.38 feet along a fence line; thence South 89°12'15" East 406.37 feet along a fence line; thence South 09°24'55" West 185.78 feet along a fence line; thence South 15°52'02" West 65.34 feet along a fence line; thence South 03°00'50" East 371.57 feet along a fence line; thence North 84°26'25" West 95.99 feet along a fence line; thence North 81°27'26" West 100.31 feet along a fence line; thence North 82°09'56" West 189.79 feet along a fence line to the point of beginning.

(30-088-0009)

Beginning at a point which is 1632.14 feet South and 1056.32 feet East from the Northwest corner of Section 30, Township 9 South, Range 2 East, Salt Lake Base and Meridian (Salt Lake Base and Meridian (Basis of Bearings: State Plane Coordinate control = NW Cor. 30 to West Cor. 30 = S. 00°57'18" E.); thence North 03°00'50" West 371.57 feet along a fence line; thence North 15°52'02" East 65.34 feet along a fence line; thence North 09°24'55" East 185.78 feet along a fence line; thence North 09°01'57" East 237.78 feet along a fence line; thence North 39°10'30" East 309.15 feet along a fence line; thence North 09°56'42" East 188.09 feet along a fence line; thence South 88°19'42" East 13.54 feet along a fence line; thence South 00°19'43" East 1210.56 feet along a fence line to the beginning of a 71.10 foot radius curve; thence 113.70 feet along the arc of the curve to the right (Chord bears South 45°29'12" West 101.97 feet); thence South 88°41'54" West 241.65 feet along a fence line to the point of beginning.

(30-088-0014)

Commencing 10 chains East and 2.33 chains South 01° East of the Northwest corner of the Northwest quarter of Section 30, Township 9 South, Range 2 East, Salt Lake Base and Meridian; thence South 01° East 12.08 chains; thence South 88° East 6.15 chains; thence North 10 1/4° East 3.55 chains; thence North 43 1/4° East 4.97 chains; thence North 3/4° East 5.69 chains; thence North 89° West 10.09 chains, to the place of beginning.

LESS that portion taken by the Freeway described as follows:

Beginning at the Northeast corner of said entire tract, which point of beginning is approximately 160 feet South 1325 feet East from the Northwest corner of said Section 30; thence North 89° West 52 feet, more or less, to a point 25.0 feet radially distant Southwesterly from the center line of said frontage road; thence Southeasterly 100 feet, more or less, along the arc of a 125.0 foot radius curve to the right to a point 25.0 feet radially distant Westerly from the center line of said frontage road at Engineer Station 14+69.89 (Note: Tangent to said curve at its point of beginning bears South 45°23' East; thence South 01°00'04" East 19 feet, more or less, to the East boundary line of said entire tract; thence Northerly 105 feet, more or less, along said East boundary line to the point of beginning, as shown on the official map of said project on file in the office of the State Road Commission of Utah.

(29-025-0084)

Beginning at a fence line intersection on the North side of 12400 South Utah County Road, which point is North 17.45 feet and West 711.73 feet from the East quarter corner of Section 25, Township 9 South, Range 1 East, Salt Lake Base and Meridian; thence North 89°49'00" West along a fence line on the North line of said 12400 South Street, 120.30 feet; thence North 01°57'00" East 363.00 feet; thence North 89°49'00" West 179.00 feet; thence North 01°57'00" East 456.27 feet; thence South 74°45'15" East 23.67 feet; thence South 78°58'17" East along the fence line 135.66 feet; thence North 83°28'21" East along a fence line 143.73 feet; thence South 01°57'00" West along a fence 804.38 feet to the place of beginning.

(29-025-0085)

Beginning at a fence intersection the North side of 12400 South Utah County Road, which point is North 16.75 feet and West 492.03 feet (based on the Utah State Coordinate System, Central Zone) from the East quarter corner of Section 25, Township 9 South, Range 1 East, Salt Lake Base and Meridian; thence North 00°01'9" East along said fence line 1340.75 feet to a fence line; thence North 85°25'30" West 174.55 feet along a fence line; thence North 83°34'48" West 413.49 feet along a fence line; thence South 9°21'28" West 395.75 feet; thence South 00°15'55" East 106.26 feet; thence South 11°39'11" West 39.50 feet; thence South 74°45'15" East 194.91 feet; thence South 78°58'17" East 135.66 feet; thence North 83°28'21" East 143.73 feet to a fence line; thence South 01°57'00" West 804.38 feet to the fence line of the North side of 12400 South Utah County Road; thence South 89°49'00" East 219.70 feet to the point of beginning.

(30-064-0006)

Commencing 10 chains East of the Southwest corner of Section 19, Township 9 South, Range 2 East, Salt Lake Meridian; thence East 230.58 feet; thence North 56'04" West 15.27 feet; thence Northeasterly 164.9 feet along arc of a 105 foot radius curve to right; thence South 89°10'33" East 162.8 feet; thence Northeasterly 196.5 feet along arc of a 125 foot radius curve to left (tangent North 89°03'56" East) Northeasterly 226.60 feet; thence North in a straight line 210 feet, more or less to the North line of the said Daley property; thence South 88° West 623.66 feet; thence South 1/2° East 6.81 chains to beginning.

Also Commencing 10 chains East of the Northwest corner of Section 30, Township 9 South, Range 2 East, Salt Lake Meridian; thence South 1/2° East 2.33 chains; thence East 227.54 feet; thence North 56'04" West 2.33 chains; thence West 228 feet to beginning.

(29-025-0051)

Beginning at a fence corner on the East right of way of a railroad track, said point also being South 305.88 feet and East 457.17 feet from the North quarter corner of Section 25, Township 9 South, Range 1 East, Salt Lake Base and Meridian; thence along a fence line the following calls: thence North 89°32'47" East 819.18 feet; thence South 75°37'42" East 40.30 feet; thence North 36°20'51" East 164.46 feet; thence North 34°25'56" East 71.56 feet; thence North 36°55'17" East 158.50 feet; thence North 86°37'15" East 71.45 feet; thence South 89°48'55" East 279.02 feet; thence South 01°11'29" East 254.52 feet; thence South 00°52'44" East 186.24 feet; thence South 00°06'00" East 233.74 feet; thence South 01°22'33" East 344.17 feet; thence South 00°15'15" East 198.11 feet; thence South 86°57'55" West 222.45 feet; thence South 84°48'43" West 93.34 feet; thence South 70°08'09" West 189.02 feet; thence South 63°05'01" West 151.97 feet; thence North 12°10'19" West 126.91 feet; thence North 12°16'53" West 92.63 feet; thence South 89°21'08" West 649.05 feet; thence North 45°27'30" West 1.19 feet; thence along said railroad right of way thence the following calls: North 19°11'46" West 73.18 feet; thence North 14°11'30" West 123.07 feet; thence North 11°57'02" West 153.29 feet; thence North 08°40'05" West 171.80 feet; thence North 07°09'11" West 76.37 feet; thence North 04°35'50" West 92.93 feet; thence North 02°00'47" West 167.24 feet to the point of beginning.



The following is shown for information purposes only:

29-024-0007, 29-025-0035, 29-024-0008, 29-022-0036, 29-025-0037, 29-025-0038, 29-025-0010, 29-025-0018, 30-064-0010, 30-088-0015, 30-088-0018, 30-088-0007, 30-088-0009, 30-088-0014, 29-025-0084, 29-025-0085, 30-064-0006, 29-025-0051