

AFTER RECORDING, RETURN TO:  
Jay Gurmankin, Esq.  
Holme Roberts & Owen LLP  
111 East Broadway, Suite 1100  
Salt Lake City, Utah 84111

8009195  
09/21/2001 04:32 PM 30.00  
Book - 8502 Pg - 6589-6599  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
FIRST AMERICAN TITLE  
BY: SBM, DEPUTY - WI 11 P.

8009195

## DEED OF TRUST AND ASSIGNMENT OF RENTS AND LEASES

THIS DEED OF TRUST AND ASSIGNMENT OF RENTS AND LEASES (this "Deed of Trust"), dated effective as of September 20, 2001, is given by SONRISE BAPTIST CHURCH, a Utah non-profit corporation, as grantor ("Grantor"), with an address of 3550 South 4400 West, West Valley City, Utah 84120, to FIRST AMERICAN TITLE INSURANCE AGENCY, INC., as trustee ("Trustee"), with an address at 6955 South Union Park Center, Suite 140, Midvale, Utah 84047 for the benefit of MR. LEE ERVIN, as beneficiary ("Beneficiary"), with an address at 5212 Farm Station Way, West Valley City, Utah 84120.

### RECITALS

A. Concurrently with the execution and delivery by Grantor of this Deed of Trust, Grantor has executed and delivered to Beneficiary, a Secured Promissory Note (the "Note"), of even date herewith, in the initial principal amount of Eighty Thousand Dollars (\$80,000.00).

B. All of Grantor's obligations under the Note to pay principal and interest are referred to herein as the "Indebtedness" and all of the terms, provisions, conditions, undertakings and agreements on Grantor's part to be performed or observed by Grantor under the Note, and all of the terms, provisions, conditions, undertakings and agreement on Grantor's part to be performed or observed by Grantor under this Deed of Trust, are collectively referred to herein as the "Secured Obligations."

### GRANT AND CERTAIN COVENANTS

Grantor, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HEREBY GIVES, BARGAINS, SELLS, ASSIGNS, CONVEYS, PLEDGES, TRANSFERS AND GRANTS to Trustee, forever, the real property described in Exhibit A attached hereto and forming a part hereof located in Salt Lake County, Utah (the "Land", and together with the rights, titles and interests described in the immediately following clauses (a) through (l), the "Premises");

TOGETHER WITH (a) any and all improvements, tenements, buildings, easements, fixtures, privileges, reservations, allowances, hereditaments and appurtenances, now or hereafter belonging or pertaining to the Land; (b) all of Grantor's right, title and interest in any land lying between the boundaries of the Land and the center line of any adjacent street, road, avenue or alley, whether existing or proposed; (c) all minerals, crops, timber, trees, shrubs, flowers and landscaping plants and materials now or hereafter located on, under or above the

Land; (d) all development rights associated with the Land, now existing or hereafter transferred to the Land from other real property; (e) all insurance proceeds paid or payable upon any damage to or destruction of any improvements or other property, whether real, personal or mixed, located on the Land; (f) all awards and payments, including without limitation interest payments, resulting from the exercise of any right of condemnation or eminent domain or from any other public or private taking of, injury to or decrease in the value of, any of the Premises; (g) all water and water rights, ditches and ditch rights, wells and well rights, springs and spring rights and reservoirs and reservoir rights appurtenant to or historically used in connection with the Land and all of Grantor's rights and interests under applicable state or Federal law to all unappropriated water contained in or available from any part of the water-bearing formations underlying the Land, together with all associated easements and rights-of-way; (h) any and all rights to obtain water, sewer and other services from any service districts; (i) all of the rents, income, receipts, revenues, issues and profits of or from the Land and any improvements now or hereafter located thereon; (j) any and all rights and estates in reversion or remainder; (k) any and all other rights and interest of every name and nature in all property, whether real, personal or mixed, now or hereafter owned or leased by Grantor, forming a part of or used in connection with the Land and the construction, operation and convenience of any improvements now or hereafter located thereon; and (l) any and all proceeds from the sale or other transfer of any of the foregoing property.

TO HAVE AND TO HOLD the Premises with all and singular the privileges, hereditaments and appurtenances thereunto belonging unto the Trustee and to its successors and assigns forever;

AND Grantor hereby warrants, covenants and agrees that Grantor is the lawful owner of the Premises, free and clear of all encumbrances, liens or charges arising by, through or under it, and that Grantor will warrant and defend the title of the Premises and each and every part thereof, to Trustee, and its successors and assigns, forever, against the claims of all persons whomsoever claiming by, through or under Grantor.

All for the following uses and purposes only:

(a) as security for the due and punctual payment to Beneficiary of all of the Indebtedness; and

(b) as security for the due and punctual performance, observance and payment of the Secured Obligations.

## GENERAL COVENANTS

GRANTOR, in order to protect more fully the security of this Deed of Trust, HEREBY COVENANTS AND AGREES as follows:

1. Maintenance, Repair, Restoration, Liens, Status of Leases, Etc. Grantor will (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter comprising a part of the Premises that may be damaged or destroyed; (b) keep the Premises in good condition and repair, without waste, and free from mechanics', materialmen's or like liens or claims or other liens or claims for lien; (c) pay, when due, any indebtedness that may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the payment of such lien to Beneficiary; and (d) comply with all requirements of federal, state and local law, municipal ordinances or restrictions of record with respect to the Premises and the use thereof, including without limitation all laws, rules and regulations relating to permitting, licensing, zoning, protection of the environment and the generation, transportation, storage and disposal of hazardous wastes and hazardous substances.

2. Taxes. Grantor will pay when due all general and special taxes, assessments, water charges and other fees, taxes, charges and assessments of every kind and nature whatsoever ("Taxes"), whether or not assessed against Grantor, if applicable to the Premises or any interest therein, or the Indebtedness, or any obligation or agreement secured hereby; and Grantor will furnish to Beneficiary duplicate receipts for payment of Taxes within 30 days after payment. Grantor may contest any Taxes in good faith by appropriate proceedings, on the conditions that Grantor shall first furnish to Beneficiary such security for the payment of the Taxes as Beneficiary may request, and Grantor shall pay the Taxes, notwithstanding such contest, if, in the opinion of Beneficiary, the Premises are in jeopardy or in danger of being forfeited, sold at judicial sale or sheriff's sale, or foreclosed.

3. Insurance Coverage. Grantor will insure and keep insured all of the buildings and improvements now or hereafter comprising a part of the Premises and each and every part and parcel thereof, against such perils and hazards as Beneficiary may from time to time reasonably require, and, in any event, including without limitation:

(a) insurance against loss by fire, risks covered by the so-called extended coverage endorsement, and other risks as Beneficiary may reasonably require, in amounts equal to the full replacement value of the Premises;

(b) bodily injury and property damage liability insurance with such limits as Beneficiary may reasonably require; and

(c) during any period of alteration or construction on the Premises, builder's risk insurance in an amount at least equal to the full insurable value of the improvements to which the alteration or construction relates, and appropriate workmen's compensation or other insurance against liability arising from claims of workers in respect of any work on the Premises.

4. Insurance Policies. All policies of insurance to be maintained and provided as required by Section 3 hereof shall be with companies and in forms and amounts satisfactory to Beneficiary, shall provide that no cancellation, reduction in amount or material change in coverage shall be effective until at least 10 days after receipt by Beneficiary of notice thereof. All policies of casualty insurance as required by Section 3 shall have attached thereto mortgagee clauses or endorsements in favor of and with loss payable to and in form satisfactory to Beneficiary. Grantor will deliver all policies, including additional and renewal policies, or certificates of such insurance, to Beneficiary and, in case of insurance policies about to expire, Grantor will deliver renewal policies, or certificates of such renewal insurance, not less than 10 days prior to the respective date of expiration.

5. Proceeds of Insurance. Grantor will give Beneficiary prompt notice of any damage to or destruction of the Premises, and:

(a) in case of loss covered by policies of insurance, Beneficiary (or, after entry of decree of foreclosure or Trustee's sale, the purchaser at the foreclosure or Trustee's sale, as the case may be) is hereby authorized at its option, either to (i) settle and adjust any claim under such policies in conjunction with Grantor, or (ii) allow Grantor to agree with the insurance company or companies on the amount to be paid upon the loss; provided, that Beneficiary shall, and is hereby authorized to, collect and receipt for any such insurance proceeds;

(b) in the event of any insured damage to or destruction of the Premises or any part thereof (an "Insured Casualty"), if no Event of Default (as defined in Section 12 hereof) shall have occurred and be continuing and subject to the conditions set forth in Section 6 and the further condition that Beneficiary determines that the Premises can be restored, repaired, replaced or rebuilt within a reasonable time prior to the maturity date of the obligations of Grantor evidenced by the Note, upon request of Grantor, the proceeds of insurance shall be disbursed to Grantor to pay for the cost of restoring, repairing, replacing or rebuilding the Premises or part thereof; and Grantor hereby covenants and agrees forthwith to commence and diligently to prosecute such restoring, repairing, replacing or rebuilding; provided, always, that Grantor shall pay all costs of such restoring, repairing, replacing or rebuilding in excess of the proceeds of insurance;

(c) except as provided for in subsection (b) of this Section 5, Beneficiary may apply the proceeds of insurance received upon any Insured Casualty to the Indebtedness, in such order or manner as Beneficiary may elect; provided, any such proceeds of insurance in excess of the sum of (i) the amount required to pay the Indebtedness in full, including, without limitation, the principal amount thereof and interest thereon, and (ii) all other amounts owed by Grantor to Beneficiary under the Note or this Deed of Trust, shall be distributed to Grantor, or its successors and assigns, as their interests may appear; and

(d) if proceeds of insurance shall be made available to Grantor for the restoring, repairing, replacing or rebuilding of the Premises, Grantor hereby covenants to restore, repair, replace or rebuild the Premises, to be of at least equal value, and of substantially the same character as prior to such damage or destruction.

6. Condemnation. Grantor hereby assigns, transfers and sets over to Beneficiary, the entire proceeds of any award or claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation. Beneficiary may elect to apply the proceeds of the award to the Indebtedness in such order or manner as Beneficiary may elect or to require Grantor to restore or rebuild the Premises, in which event the proceeds shall be held by Beneficiary and used to disburse to Grantor for the cost of such rebuilding or restoring. If Grantor is required or permitted to rebuild or restore the Premises as aforesaid, such rebuilding or restoration shall be effected in the same manner provided in Section 5 hereof for the payment of insurance proceeds towards the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Grantor shall pay such costs in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of the award after payment of such costs of rebuilding or restoration shall, at the option of Beneficiary, be applied to the Indebtedness in such order or manner as Beneficiary may elect or be paid to any other party entitled thereto.

7. Effect of Extensions of Time; Amendments and Junior Liens. If the payment of the Indebtedness, or any part thereof, is extended or varied, or if any part of the security is released, all persons now or at any time hereafter liable therefor, or interested in the Premises, shall be held to assent to such extension, variation or release, and their liability, and the lien, and all provisions hereof, shall continue in full force and effect, the right of recourse against all such persons following foreclosure of this Deed of Trust being expressly reserved by Beneficiary, notwithstanding any such extension, variation or release. Any person, firm or corporation taking a junior mortgage, deed of trust or other lien upon the Premises or any interest therein, shall take that lien subject to the rights of Beneficiary herein to amend, modify and supplement this Deed of Trust and to extend the maturity of the Indebtedness, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Deed of Trust losing its priority over the rights of any such junior lien.

8. Effect of Changes in Tax Laws. In the event of the enactment after the date hereof by any legislative authority having jurisdiction over the Premises of any law imposing upon Beneficiary or Trustee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Grantor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Beneficiary's or Trustee's interest in the Premises, or the method of collecting taxes, so as to affect this Deed of Trust or the Indebtedness, or the holder thereof, then, and in any event, Grantor, upon demand by Beneficiary, shall pay such taxes or assessments, or reimburse Beneficiary therefor.]

9. Restrictions on Transfer. It shall be an immediate Event of Default hereunder, at the option of Beneficiary, if, without the prior consent of Beneficiary, Grantor shall, either directly or indirectly, create, effect or consent to or shall suffer or permit any conveyance, sale, assignment, lease, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Premises or any part thereof, or interest therein; provided, however, that the foregoing provisions of this Section 9 shall not apply to (a) liens securing the Indebtedness or (b) the lien of current taxes and assessments not in default.

10. Events of Default. It shall be an Event of Default hereunder if Grantor fails to pay the Indebtedness when due or perform the Secured Obligations when matured.

11. Non-Judicial Foreclosure. At any time at or after the occurrence of an Event of Default (Beneficiary having declared the Indebtedness to be due and payable, as provided for in the Note), Beneficiary may elect to commence and proceed with foreclosure proceedings by way of a trustee's sale in any manner permitted by Utah law.

12. Judicial Foreclosure. The right to foreclose this Deed of Trust by appropriate proceedings in any court of competent jurisdiction is also hereby given.

13. Expenses of Trustee's Sale or Foreclosure. If the Premises shall be sold by Trustee pursuant to the provisions of Section 11 or if this Deed of Trust shall be foreclosed by appropriate proceedings in a court of competent jurisdiction as provided for in Section 12 hereof, there shall be allocated and included as additional Indebtedness all expenses that may be paid or incurred by or on behalf of Trustee or Beneficiary for the fees and disbursements of attorneys and their staff, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimates as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examination, title insurance policies and similar data and assurances with respect to title, as Trustee or Beneficiary may deem necessary either to prosecute such suit or to evidence to bidders at the sales that may be had pursuant to such proceedings the true conditions of the title to or the value of the Premises, together with and including a reasonable compensation to Trustee.

14. Proceeds of Trustee's or Foreclosure Sale. The proceeds of foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including without limitation all such items as are mentioned in Section 13 hereof; second, to interest remaining unpaid upon the principal obligation evidenced by the Note; third, to the principal remaining unpaid under the Note; fourth, to any other amounts or obligations remaining unpaid under the Note or this Deed of Trust; and lastly, to Grantor and its successors or assigns, as their rights may appear.

15. Insurance upon Foreclosure. In case of an insured loss after judicial foreclosure or Trustee's sale proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied to rebuilding or restoring the buildings or improvements, shall be used to pay the amount due upon the Indebtedness. In the event of judicial foreclosure or Trustee's sale, Beneficiary or Trustee is hereby authorized, without the consent of Grantor, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as Beneficiary or Trustee may deem advisable to cause the interest of such purchaser to be protected by any of the said insurance policies.

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16. Assignment of Rents and Leases.

(a) As further security for the Indebtedness and the Secured Obligations, Grantor hereby absolutely grants, transfers and assigns unto Beneficiary all rents, royalties, issues, profits and income ("Rents") now or hereafter due or payable for the occupancy or use of the Premises, and all leases and subleases, whether written or oral, with all security therefor, including without limitation all guaranties thereof, now or hereafter affecting the Premises; on the condition that Grantor shall not have the right to collect and retain such rents prior to any Event of Default hereunder. Failure of Beneficiary at any time or from time to time to enforce the assignment of rents and leases under this Section 16 shall not in any manner prevent its subsequent enforcement. Beneficiary is not obligated to collect anything hereunder, but is accountable only for sums actually collected.

(b) Grantor shall give Beneficiary, at Grantor's expense, at any time upon demand any further or additional forms of assignment of transfer of said rents, leases and subleases and security as may be requested by Beneficiary, and shall deliver to Beneficiary executed copies of all such leases and security.

(c) Beneficiary shall be entitled to deduct and retain a just and reasonable compensation from monies received hereunder for its services or that of its agents in collecting said monies. Any monies received by Beneficiary hereunder may be applied when received from time to time in payment of any taxes, assessments or other liens affecting the Premises regardless of the delinquency, such application to be in such order as Beneficiary may determine. The acceptance of this Deed of Trust by Beneficiary or the exercise of any rights by it hereunder shall not be, or be construed to be, an affirmation by it of any tenancy or lease nor an assumption of any liability under any such tenancy or lease.

(d) Upon or at any time after an Event of Default, Beneficiary may declare all sums secured hereby immediately due and payable, and may, at its option, without notice, and whether or not the Indebtedness hereby secured shall have been declared due and payable, either in person or by agent, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, either with or without taking possession of the Premises, in its own name sue for or otherwise collect and receive such rents, issues and profits, including without limitation those past due and unpaid. In connection with the foregoing, Beneficiary shall be entitled and empowered to employ attorneys and their staff, and management, rental and other agents in and about the Premises and to effect the matters which the Beneficiary is empowered to do, and if Beneficiary shall itself effect such matters, Beneficiary shall be entitled to charge and receive reasonable management, rental and other fees therefor as may be customary in the area in which the Premises are located; and the fees, charges, costs and expenses of Beneficiary or such persons shall be so much additional Indebtedness secured hereby. Beneficiary may apply all funds collected as aforesaid, less costs and expenses of operation and collection, including but not limited to fees and disbursements of attorneys and their staff, and agents' fees, charges, costs and expenses, as aforesaid, upon any Indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of the Premises, the collection of such rents, issues and profits and the application thereof as aforesaid shall not cure

or waive any default or waive, modify or affect notice of default under the Note or this Deed of Trust or invalidate any act done pursuant to said notice.

(e) Any tenants or occupants of any part of the Premises are hereby authorized to recognize the claims of Beneficiary hereunder without investigating the reason for any action taken by Beneficiary, or the validity or the amount of indebtedness owing to Beneficiary, or the existence of any default in the Note or this Deed of Trust, or under or by reason of this assignment of rents and leases, or the application to be made by Beneficiary of any amounts to be paid to Beneficiary. The sole signature of Beneficiary shall be sufficient for the exercise of any rights under this assignment and the sole receipt of Beneficiary for any sums received shall be a full discharge and release therefor to any such tenant or occupant on the Premises. Checks for all or any part of the rentals collected under this assignment of rents and leases shall be drawn to the exclusive order of Beneficiary.

(f) Grantor further agrees that it will perform and observe all of the terms and provisions on lessor's part to be performed and observed under any and all leases of the Premises. Nothing herein contained shall be deemed to obligate Beneficiary to perform or discharge any obligation, duty or liability of lessor under any lease of the Premises, and Grantor shall and does hereby indemnify and hold Beneficiary harmless from any and all liability, loss or damage which Beneficiary may or might incur under any lease of the Premises or by reason of the assignment; and any and all such liability, loss or damage incurred by Beneficiary, together with the costs and expenses, including but not limited to fees and disbursements of attorneys and their staff, incurred by Beneficiary in defense of any claims or demands therefor (whether successful or not), shall be so much additional Indebtedness, and Grantor shall reimburse Beneficiary therefor on demand, together with interest at the rate of eighteen percent (18%) per annum from the date of demand to the date of payment.

17. Inspection and Mortgagee in Possession. Beneficiary and Beneficiary's representatives shall have the right upon reasonable notice to Grantor, and at Beneficiary's sole risk and expense, from time to time to inspect the Premises and obtain samples of soil, water, air and other materials present upon the Premises. Nothing herein contained shall be construed as constituting Trustee or Beneficiary a mortgagee in possession.

18. Title in Grantor's Successors. If the ownership of the Premises becomes vested in a person or persons other than Grantor, Trustee and Beneficiary may, without notice to Grantor, deal with such successor or successors in interest of Grantor with reference to this Deed of Trust, the Indebtedness and the Secured Obligations in the same manner as with Grantor. Grantor will give immediate notice to Beneficiary of any conveyance, transfer or change of ownership of the Premises.

19. Rights Cumulative. Each right, power and remedy herein conferred upon Beneficiary or Trustee is cumulative and in addition to every other right, power or remedy, existing or implied, given now or hereafter existing, at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by Beneficiary or Trustee, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of



the right to exercise at the same time or thereafter any other right, power or remedy; and no delay or omission of Beneficiary or Trustee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

20. Successors and Assigns. This Deed of Trust and every covenant, agreement and other provision hereof shall be binding upon Grantor and its successors and assigns (including without limitation each and every subsequent record owner of the Premises or any other person having an interest therein), and shall inure to the benefit of Beneficiary and Trustee and their successors and assigns. Wherever herein Beneficiary is referred to, such reference shall be deemed to include the person from time to time entitled to receipt of Grantor's performance under the Note, whether so expressed or not; and each subsequent person entitled to receipt of Grantor's performance under the Note shall have and enjoy all of the rights, privileges, powers, options and benefits afforded Beneficiary hereby and hereunder, and may enforce all and every of the terms and provisions hereof, as fully and to the same extent and with the same effect as if such holder were herein by name specifically granted such rights, privileges, powers, options and benefits and were herein by name designated Beneficiary.

21. Provisions Severable. The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

22. Captions and Pronouns. The captions and headings of the various sections of this Deed of Trust are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Wherever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

23. Addresses and Notices. Any notice that either party hereto may desire or may be required to give to the other party shall be in writing, and the mailing thereof by certified mail to the addresses for each party first set forth above, or to such other place as any party hereto may by notice in writing designate, shall constitute service of notice hereunder two days after mailing.

24. Further Assurances. Grantor will do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary or proper, in the sole judgment of Beneficiary, for the better assuring, conveying, mortgaging, assigning and confirming unto Beneficiary or Trustee all property mortgaged hereby or property intended so to be; whether now owned by Grantor or hereafter acquired.

25. Recording. Grantor will cause this Deed of Trust and all other documents securing the Indebtedness at all times to be properly filed and/or recorded at Grantor's own expense and in such manner and in such places as may be required by law in order to fully preserve and protect the rights of Trustee and Beneficiary.

26. Governing Law. This Deed of Trust shall be governed by and construed under the laws of the State of Utah.

27. Request for Notice of Default. Grantor hereby requests notice of any default and notice of any sale hereunder at Grantor's address set forth above.

IN WITNESS WHEREOF, Grantor has caused this Deed of Trust to be duly executed as of the date first above written.

SONRISE BAPTIST CHURCH

By: Donald F. Stone  
Donald F. Stone, Senior Pastor

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

The foregoing instrument was acknowledged before me this 20 day of September, 2001, by Donald F. Stone.

(SEAL)

Donna K Corak  
Notary Public

My Commission Expires:

Residing at

Salt Lake City, Utah

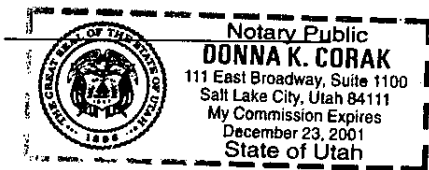


EXHIBIT "A"

(Attached to and forming a part of the Deed of Trust, dated as of September 20, 2001, given by Sunrise Baptist Church, to First American Title Company, as trustee for the benefit of Lee Ervin.)

LEGAL DESCRIPTION OF THE PROPERTY

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF 3500 SOUTH STREET WHICH IS SOUTH 89 DEGREES 58 MINUTES 19 SECONDS WEST 607.18 FEET AND SOUTH 0 DEGREES 02 MINUTES 42 SECONDS EAST 350 FEET FROM THE NORTH QUARTER CORNER, SECTION 31, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE MERIDIAN, AND RUNNING THENCE SOUTH 0 DEGREES 02 MINUTES 42 SECONDS WEST 10 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS WEST 106.344 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 42 SECONDS EAST 315.0 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 19 SECONDS EAST 680.524 FEET TO THE WESTERLY LINE OF 4400 WEST STREET; THENCE NORTH 0 DEGREES 02 MINUTES 42 SECONDS WEST 325.0 FEET ALONG THE WESTERLY LINE OF 4400 WEST STREET; THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS WEST 574.18 FEET TO THE POINT OF BEGINNING.

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Tax ID No 15-31-126-130-0008