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ENT189793 : 2021 PG 1 of 14  
**Andrea Allen**  
**Utah County Recorder**  
2021 Nov 09 04:56 PM FEE 48.00 BY LT  
RECORDED FOR Vanguard Title Insurance Agency, L  
ELECTRONICALLY RECORDED

When Recorded Mail to:

Cedar Corners  
947 S. 500 E #300  
American Fork UT  
84043

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**DEED OF TRUST**

THIS DEED OF TRUST is executed on this 9th day of November, 2021, by and between Cedar Corners Management, LLC, a Utah Limited Liability Company as "Trustor"; Vanguard Title Insurance Agency as "Trustee"; and Cedar Corners Project, LLC, a Utah limited liability company, as "Beneficiary."

**CONVEYANCE AND GRANT.** For valuable consideration, Trustor irrevocably grants and conveys to Trustee in trust, with power of sale, for the benefit of Beneficiary, all of Trustor's right, title, and interest in and to that certain property located in Eagle Mountain, Utah County, State of Utah, and described with more particularity in the attached Exhibit A (the "Real Property"), together with and subject to all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation, all minerals, oil, gas, geothermal and similar matters.

Trustor presently assigns in trust to Beneficiary all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property, subject to the prior liens and encumbrances thereon.

**DEFINITIONS.**

The following words shall have the following meanings when used in this Deed of Trust. Terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**Beneficiary.** The word "Beneficiary" means and refers to Cedar Corners Project, LLC, a Utah limited liability company, and its successors and assigns.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Trustor, Beneficiary, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Rents.

**Improvements.** The word "Improvements" means and includes without limitation all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all amounts due and payable under the Agreement and any amounts expended or advanced by Beneficiary to discharge obligations of Trustor or expenses incurred by Trustee or Beneficiary to enforce obligations of Trustor under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

**Agreement.** The word "Agreement" means the Confidential Term Sheet and all related operating agreements and other documents dated September 27, 2010, together with all renewals, extensions, modifications, refinancings, and substitutions for the Agreement.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means the Real Property and excludes the Personal Property.

**Real Property.** The words "Real Property" mean the property, interests and rights described above in the Conveyance and Grant section.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Trustee.** The word "Trustee" means Vanguard Title Insurance Agency, with an address of 532 E. 800 N. Orem UT 84097 and any substitute or successor trustees.

**Trustor.** The word "Trustor" means Cedar Corners Management, LLC and any and all other persons and entities executing this Deed of Trust, including without limitation all Trustors named above. Any Trustor who signs this Deed of Trust, but does not sign the Agreement, is signing this Deed of Trust only to grant and convey that Trustor's interest in the Real Property and to grant a security interest in Trustor's interest in the Rents to Beneficiary and is not personally liable under the Agreement except as otherwise provided by contract of law.

**THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF TRUSTOR UNDER THE AGREEMENT, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE**

**FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Trustor shall pay to Beneficiary all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Agreement and this Deed of Trust.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Trustor may (a) remain in possession and control of the Property, (b) use, operate or manage the Property, and (c) collect any Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. This instrument is a Trust Deed executed in conformity with the Utah Trust Deed Act, UCA 57-1-19, *et seq.*

**Duty to Maintain.** Trustor shall maintain the Property and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Nuisance, Waste.** Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property.

**Beneficiary's Right to Enter.** Beneficiary and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Beneficiary's interests and to inspect the Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Beneficiary in writing prior to doing so and so long as, in Beneficiary's sole opinion, Beneficiary's interests in the Property are not jeopardized. Beneficiary may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Beneficiary, to protect Beneficiary's interest.

**Duty to Protect.** Trustor agrees not to abandon the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are a part of this Deed of Trust.

**Payment.** Trustor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Beneficiary under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

**Right To Contest.** Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Beneficiary's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Beneficiary, deposit with Beneficiary cash or a sufficient corporate surety bond or other security satisfactory to Beneficiary in an amount sufficient to discharge the lien plus any costs and reasonable attorney fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Beneficiary and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Beneficiary as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Trustor shall upon demand furnish to Beneficiary satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Beneficiary at any time a written statement of the taxes and assessments against the Property.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Beneficiary. Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Beneficiary may request with trustee and Beneficiary being named as additional insureds in such liability insurance policies. Additionally, Trustor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Beneficiary may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Beneficiary and issued by a company or companies reasonably acceptable to Beneficiary. Trustor, upon request of Beneficiary, will deliver to Beneficiary from time to time the policies or certificates of insurance in form satisfactory

to Beneficiary, including stipulations that coverages will not be canceled or diminished without at least ten (10) days' prior written notice to Beneficiary. Each insurance policy also shall include an endorsement providing that coverage in favor of Beneficiary will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain Federal Flood Insurance to the extent such insurance is required by Beneficiary and is or becomes available, for the term of the loan or for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

**Application of Proceeds.** Trustor shall promptly notify Beneficiary of any loss or damage to the Property. Beneficiary may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. Whether or not Beneficiary's security is impaired, Beneficiary may, at its election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property, if Beneficiary elects to apply the proceeds to restoration and repair, Trustor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Beneficiary. Beneficiary shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Beneficiary has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Beneficiary under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Beneficiary holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

**Unexpired Insurance at Sale.** Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Deed of Trust at any trustee's sale or other sale held under the provisions of this Deed of Trust, or at any foreclosure sale of such Property.

**Trustor's Report on Insurance.** Upon request of Beneficiary, however not more than once a year, Trustor shall furnish to Beneficiary a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Trustor shall, upon request of Beneficiary, have an independent appraiser satisfactory to Beneficiary determine the cash value replacement cost of the Property.

**TAX AND INSURANCE RESERVES.** Subject to any limitations set by applicable law, Beneficiary may require Trustor to maintain with Beneficiary reserves for payment of annual taxes, assessments, and insurance premiums, which reserves shall be created by advance payment or monthly payments of a sum estimated by Beneficiary to be sufficient to produce amounts at least equal to the taxes, assessments, and insurance premiums to be paid. The reserve funds shall be held by Beneficiary as a general deposit from Trustor, which Beneficiary may satisfy by payment of the taxes, assessments, and insurance premiums required to be paid by Trustor as they become due. Beneficiary shall have the right to draw upon the reserve funds to pay such items, and Beneficiary shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Deed of Trust shall be construed as requiring Beneficiary to advance other monies for such purposes, and Beneficiary shall not incur any liability for anything it may do or omit to do with respect to the reserve account. All amounts in the reserve account are hereby pledged to further secure the indebtedness, and Beneficiary is hereby authorized to withdraw and apply such amounts on the indebtedness upon the occurrence of an Event of Default. Beneficiary shall pay interest to Trustor and administer the account in accordance with all requirements of Utah Code Ann. Section 7-17-1 et. seq. Beneficiary does not hold the reserve funds in trust for Trustor, and Beneficiary is not Trustor's agent for payment of the taxes and assessments required to be paid by Trustor.

**EXPENDITURES BY BENEFICIARY.** If Trustor fails to comply with any provision of this Deed of Trust, or if any action or proceeding is commenced that would materially affect Beneficiary's interests in the Property, Beneficiary on Trustor's behalf may, but shall not be required to, take any action that Beneficiary deems appropriate. Any amount that Beneficiary expends in so doing will bear interest at the rate provided for in the Agreement from the date incurred or paid by Beneficiary to the date of repayment by Trustor. All such expenses, at Beneficiary's option, will (a) be payable on demand, (b) be added to the balance of the Agreement and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Agreement, or (c) be treated as a balloon payment which will be due and payable at the Agreement's maturity. This Deed of Trust also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Beneficiary may be entitled on account of the default. Any such action by Beneficiary shall not be construed as curing the default so as to bar Beneficiary from any remedy that it otherwise would have had.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are part of this Deed of Trust.

**Title.** Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Beneficiary in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Beneficiary.

**Defense of Title.** Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustor or Beneficiary under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Beneficiary shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Beneficiary's own choice, and Trustor will deliver, or cause to be delivered, to Beneficiary such instruments as Beneficiary may request from time to time such participation.

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Deed of Trust

**Compliance With Laws.** Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Deed of Trust.

**Application of Net Proceeds.** If all or any portion of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Beneficiary may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by the Trustee or Beneficiary in connection with the condemnation.

**Proceedings.** If any proceeding in condemnation is filed, Trustor shall promptly notify Beneficiary in writing, and Trustor shall promptly take such steps as may be necessary to defend the action and obtain the award. Trustor may be the nominal party in such proceeding, but Beneficiary shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Beneficiary such instruments as may be requested by it from time to time to permit such participation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust.

**Current Taxes, Fees and Charges.** Upon request by Beneficiary, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Beneficiary to perfect and continue Beneficiary's lien on the Real Property. Trustor shall reimburse Beneficiary for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (b) a specific tax on Trustor which Trustor is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (c) a tax on this type of Deed of Trust chargeable against the Beneficiary or the holder of the Agreement; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Trustor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default (as defined below), and Beneficiary may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Beneficiary cash or a sufficient corporate surety bond or other security satisfactory to Beneficiary.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust.

**Security Agreement.** This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures, and Beneficiary shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Beneficiary, Trustor shall execute financing statements and take whatever other action is requested by Beneficiary to perfect and continue Beneficiary's security interest in the Rents. In addition to recording this Deed of Trust in the real property records, Beneficiary may, at any time and without further authorization from Trustor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Trustor shall reimburse Beneficiary for all expenses incurred in perfecting or continuing this security interest.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust.

**Further Assurances.** At any time, and from time to time, upon request of Beneficiary, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Beneficiary or to Beneficiary's designee, and requested by Beneficiary, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Beneficiary may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Beneficiary, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Trustor under the Agreement, this Deed of Trust, and (b) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or agreed to the contrary by Beneficiary in writing, Trustor shall reimburse Beneficiary for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Trustor fails to do any of the things referred to in the preceding paragraph, Beneficiary may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Beneficiary as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Beneficiary's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Trustor pays all the indebtedness when due and otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Beneficiary shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Beneficiary's security interest in the Rents. Any reconveyance fee required by law shall be paid by Trustor, if permitted by law.

**DEFAULT.** Each of the following, at the option of Beneficiary, shall constitute an event of default ("Event of Default") under this Deed of Trust:

**Default on Indebtedness.** Failure to make any payment when due on the indebtedness according to the terms of the Agreement of even date herewith.

**Default on Other Payments.** Failure of Trustor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Default in Favor of Third Parties.** Should Trustor or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Trustor's property or Trustor's or any Grantor's ability to repay the Loans or perform their respective obligations under this Deed of Trust.

**Compliance Default.** Failure of Trustor to comply with any other term, obligation, covenant or condition contained in this Deed of Trust or the Agreement.

**False Statements.** Any warranty, representation or statement made or furnished to Beneficiary by or on behalf of Trustor under this Deed of Trust or the Agreement is false or misleading in any material respect, either now or at the time made or furnished.

**Defective Collateralization.** This Deed of Trust ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

**Insolvency.** The dissolution or termination of Trustor's existence as a going business, the insolvency of Trustor, the appointment of a receiver for any part of Trustor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Trustor.

**Foreclosure, Forfeiture, etc.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Trustor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Trustor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Trustor gives Beneficiary written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Beneficiary.

**Breach of Other Agreement.** Any breach by Trustor under the terms of any other agreement between Trustor and Beneficiary that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Trustor to Beneficiary, whether existing now or later.

**Adverse Change.** A material adverse change occurs in Trustor's financial condition, or Beneficiary believes the prospect of payment or performance of the Indebtedness is impaired.

**Right to Cure.** If such a failure is curable and if Trustor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Trustor, after Beneficiary sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Trustee or Beneficiary, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Beneficiary shall have the right at its option without notice to Trustor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Trustor would be required to pay.

**Foreclosure.** With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Beneficiary shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Collect Rents.** Beneficiary shall have the right, without notice to Trustor, to take possession of and manage the Property and Collect the Rents including amounts past due and unpaid, and apply the net proceeds, over and above Beneficiary's costs, against the indebtedness. In furtherance of this right, Beneficiary may require any tenant or other user of the Property to make payments of rent or use fees directly to Beneficiary. If the Rents are collected by Beneficiary, then Trustor irrevocably designates Beneficiary as Trustor's attorney-in-fact to endorse instruments received in payment thereof in the name of Trustor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Beneficiary in response to Beneficiary's demand shall satisfy the obligations for which the payments are made, whether or not

any proper grounds for the demand existed. Beneficiary may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Beneficiary shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. Trustor hereby waives any requirement that the receiver be impartial and disinterested as to all of the parties and agrees that employment by Beneficiary shall not disqualify a person from serving as a receiver.

**Tenancy at Sufferance.** If Trustor remains in possession of the Property after the Property is sold as provided above or Beneficiary otherwise becomes entitled to possession of the Property upon default of Trustor, Trustor shall become a tenant at sufferance of Beneficiary or the purchaser of the Property and shall, at Beneficiary's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Beneficiary.

**Other Remedies.** Trustee or Beneficiary shall have any other right or remedy provided in this Deed of Trust or the Agreement or by law.

**Notice of Sale.** Beneficiary shall give Trustor reasonable notice of the time and place of any public sale of the Property or of the time after which any private sale or other intended disposition of the Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

**Sale of the Property.** To the extent permitted by applicable law, Trustor hereby waives any and all rights to have the Property marshaled. In exercising its rights and remedies, the Trustee or Beneficiary shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Beneficiary shall be entitled to bid at any public sale on all or any portion of the Property.

**Waiver; Election of Remedies.** A waiver by any party of a breach of a provision of this Deed of Trust shall not constitute a waiver of or prejudice the Party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Beneficiary to pursue any remedy provided in this Deed of Trust, the Agreement, in any Related Document, or provided by law shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed of Trust after failure of Trustor to perform shall not affect Beneficiary's right to declare a default and to exercise any of its remedies.

**Attorney Fees; Expenses.** If Beneficiary institutes any suit or action to enforce any of the terms of this Deed of Trust, Beneficiary shall be entitled to recover such sum as the court may adjudge reasonable as attorney fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Beneficiary which in Beneficiary's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Agreement rate from the date of expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Beneficiary's reasonable attorney fees whether or not there is a lawsuit, including reasonable attorney fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Beneficiary as set forth in this section.

**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust.

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Beneficiary and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Beneficiary under this Deed of Trust.

**Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Beneficiary shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Beneficiary, at Beneficiary's option, may from time to time appoint a successor Trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Beneficiary and recorded in the office of the recorder of IRON COUNTY, Utah. The instrument shall contain, in addition to all other matters required by state law, the names of the original Beneficiary, Trustee, and Trustor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Beneficiary or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for

substitution of trustee shall govern to the exclusion of all other provisions for substitution.

**NOTICES TO TRUSTOR AND OTHER PARTIES.** Unless otherwise provided by applicable law, any notice under this Deed of Trust or required by law shall be in writing, may be sent by facsimile, and shall be effective when actually delivered in accordance with the law or with this Deed of Trust, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Beneficiary's address, as shown near the beginning of this Deed of Trust. For notice purposes, Trustor agrees to keep Beneficiary and Trustee informed at all times of Trustor's current address. Notwithstanding any other provisions of this Deed of Trust, all notices given under Utah Code Ann. Section 57-1-26 shall be given as required therein.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** This Deed of Trust constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Trustor's residence, Trustor shall furnish to Beneficiary, upon request, a certified statement of net operating income received from the Property during Trustor's previous fiscal year in such form and detail as Beneficiary shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Applicable Law.** This Deed of Trust has been delivered to Beneficiary and accepted by Beneficiary in the State of Utah. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Utah. Venue for any and all disputes relating to this Deed of Trust shall be in the courts of the State of Utah, which courts shall be the exclusive jurisdiction for cases relating to this Deed of Trust.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Beneficiary in any capacity, without the written consent of Beneficiary.

**Multiple Parties; Corporate Authority.** All obligations of Trustor under this Deed of Trust shall be joint and several, and all references to Trustor shall mean each and every Trustor. This means that each of the Trustors signing below is responsible for all obligations in this Deed of Trust.

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Deed of Trust in all other respects shall remain valid and enforceable.

**Successors and Assigns.** Subject to the limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Beneficiary, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the indebtedness.

**Time Is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**Waivers and Consents.** Beneficiary shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is in writing and signed by Beneficiary. No delay or omission on the part of Beneficiary in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Deed of Trust shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Beneficiary, nor any course of dealing between Beneficiary and Trustor, shall constitute a waiver of any of Beneficiary's rights or any of Trustor's obligations as to any future transactions. Whenever consent by Beneficiary is required in this Deed of Trust, the granting of such consent by Beneficiary in any instance shall not constitute continuing consent to subsequent instances where such consent is required.


**Waiver of Homestead Exemption.** Trustor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Utah as to all indebtedness secured by this Deed of Trust.

EACH TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH TRUSTOR AGREES TO ITS TERMS.

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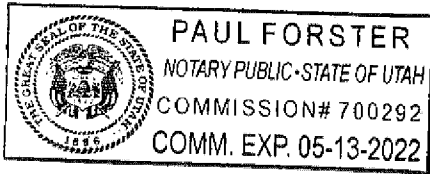
Deed of Trust

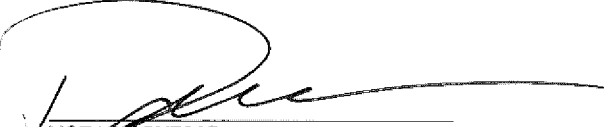
**CEDAR CORNERS MANAGEMENT, LLC**

  
By: Heath Johnston  
Its: Manager

STATE OF UTAH )  
                  )  
COUNTY OF UTAH )

On this 9th day of November, 2021, personally appeared before me Heath Johnston, who being by me duly sworn did say that he is the Manager of Cedar Corners Management, LLC, a Utah Limited Liability company, and that the within and foregoing instrument was signed in behalf of said Company by authority of a resolution, duly acknowledged to me that said Company executed the same and that the seal affixed is the seal of said Company.



  
NOTARY PUBLIC



## Exhibit A

### Parcel 1

COMMENCING SOUTH 0°28'3" WEST 25.6 FEET FROM THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 89°31'31" EAST 540.61 FEET; ALONG A CURVE TO THE RIGHT (CHORD BEARS SOUTH 44°33'25" EAST 28.27 FOOT, RADIUS = 20 FEET); THENCE SOUTH 0°24'42" WEST 115.8 FEET; THENCE NORTH 88°40'36" EAST 26.49 FEET; THENCE SOUTH 0°24'42" WEST 133.43 FEET; THENCE NORTH 89°47'40" WEST 26.49 FEET; THENCE SOUTH 0°24'42" WEST 451.45 FEET; THENCE NORTH 89°47'40" WEST 96.03 FEET; THENCE NORTH 89°47'41" WEST 95.11 FEET; THENCE NORTH 89°47'40" WEST 95.11 FEET; THENCE NORTH 89°47'40" WEST 95.11 FEET; THENCE NORTH 89°47'40" WEST 95.11 FEET; THENCE NORTH 74°51'23" WEST 66.33 FEET; THENCE NORTH 37°55'12" WEST 69.02 FEET; THENCE NORTH 30°41'25" WEST 98.76 FEET; THENCE NORTH 36°7'21" WEST 100.36 FEET; THENCE NORTH 38°33'31" WEST 53 FEET; THENCE SOUTH 51°42'0" WEST 737.04 FEET; ALONG A CURVE TO THE LEFT (CHORD BEARS: NORTH 47°34'20" WEST 165.98, FOOT, RADIUS = 673.43 FEET); THENCE SOUTH 35°21'8" WEST 130 FEET; ALONG A CURVE TO THE LEFT (CHORD BEARS: NORTH 60°51'4" WEST 117.45 FOOT, RADIUS = 543.5 FEET); ALONG A CURVE TO THE RIGHT (CHORD BEARS: THENCE NORTH 52°40'24" WEST 177.09 FOOT, RADIUS = 356.5 FEET); THENCE NORTH 89°34'1" WEST 57.32 FEET; THENCE NORTH 0°25'45" EAST 740.85 FEET; THENCE SOUTH 89°30'1" EAST 1336.6 FEET TO THE POINT OF BEGINNING. \

LESS AND EXCEPTING:

#### PROPOSED RIGHT-OF-WAY OF JADE STREET

BEGINNING AT A POINT WHICH IS SOUTH 89°31'31" EAST ALONG THE SECTION LINE A DISTANCE OF 540.39 FEET AND SOUTH 26.50 FEET FROM THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89°31'31" EAST 93.00 FEET TO THE POINT OF A NON-TANGENT 20.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 31.44 FEET THROUGH A CENTRAL ANGLE OF 90°03'47" (CHORD BEARS SOUTH 45°26'37" WEST 28.30 FEET); THENCE SOUTH 00°24'42" WEST 1273.04 FEET TO THE POINT OF A TANGENT 20.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 15.51 FEET THROUGH A CENTRAL ANGLE OF 44°25'36" (CHORD BEARS SOUTH 21°48'06" EAST 15.12 FEET); THENCE NORTH 89°35'17" WEST 64.43 FEET TO THE POINT OF A NON-TANGENT 20.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 15.51 FEET THROUGH A CENTRAL ANGLE OF 44°25'39" (CHORD BEARS NORTH 22°37'31" EAST 15.12 FEET); THENCE NORTH 00°24'42" EAST 1273.14 FEET TO THE POINT OF A TANGENT 20.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 31.39 FEET THROUGH A CENTRAL ANGLE OF 89°56'13" (CHORD BEARS NORTH 44°33'25" WEST 28.27 FEET) TO THE POINT OF BEGINNING.

Tax Parcel No.: 59:044:0177

### Parcel 2

BEGINNING AT A POINT WHICH IS SOUTH 89°31'31" EAST ALONG THE SECTION LINE A DISTANCE OF 587.06 FEET FROM THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89°31'31" EAST ALONG SAID SECTION LINE A DISTANCE OF 1082.22 FEET; THENCE SOUTH 00°33'30" WEST 349.77 FEET TO THE POINT OF A 1850.50 FEET RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 337.43 FEET THROUGH A CENTRAL ANGLE OF 10°26'51" (CHORD BEARS SOUTH 04°39'56" EAST 336.96 FEET) TO THE POINT OF A 947.00 FEET RADIUS REVERSE CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 169.14 FEET THROUGH A CENTRAL ANGLE OF 10°14'00" (CHORD BEARS SOUTH 04°46'21" EAST 168.92 FEET); THENCE SOUTH 00°20'39" WEST 464.79 FEET TO THE POINT OF A NON-TANGENT 20.00 FEET RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 16.24

FEET THROUGH A CENTRAL ANGLE OF 46°31'33" (CHORD BEARS SOUTH 23°44'19" WEST 15.80 FEET); THENCE NORTH 89°35'17" WEST 1126.93 FEET TO THE POINT OF A NON-TANGENT 20.00 FEET RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 16.22 FEET THROUGH A CENTRAL ANGLE OF 46°28'09" (CHORD BEARS NORTH 23°38'46" EAST 15.78 FEET); THENCE NORTH 00°24'42" EAST 1319.62 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM ALL THAT PORTION OF LAND DESCRIBED IN WARRANTY DEED BY PRIME 28, LLC, AS GRANTOR, AND WITH CEDAR CORNERS MANAGEMENT, LLC, AS GRANTEE, RECORDED JUNE 4, 2020, AS ENTRY NO. 76502:2020, UTAH COUNTY RECORDS. ALSO LESS AND EXCEPTING: BEGINNING AT A POINT WHICH IS SOUTH 89°31'31" EAST ALONG THE SECTION LINE AT A DISTANCE OF 606.20 FEET AND SOUTH 1024.93 FEET FROM THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 88°24'21" EAST 554.37 FEET; THENCE SOUTH 87°36'22" EAST 546.41 FEET; THENCE NORTH 87°21'54" EAST 53.07 FEET; THENCE SOUTH 00°20'39" WEST 298.01 FEET; THENCE SOUTHEASTERLY 16.20 FEET ALONG THE ARC OF A 20.00 FOOT RADIUS TANGENT CURVE TO THE LEFT (CHORD BEARS SOUTH 22°51'23" EAST 15.76 FEET) TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BOBBY WREN BOULEVARD; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 89°35'17" WEST 1153.46 FEET; THENCE NORTHWESTERLY 16.22 FEET ALONG THE ARC OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (CHORD BEARS NORTH 22°49'21" WEST 15.78 FEET); THENCE NORTH 00°24'42" EAST 294.66 FEET TO THE POINT OF BEGINNING. ALSO LESS AND EXCEPTING: A TRACT OF LAND BEING SITUATE IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, HAVING A BASIS OF BEARINGS OF SOUTH 89°31'31" EAST BETWEEN THE NORTHWEST CORNER AND THE NORTH QUARTER OF SAID SECTION 7, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS THENCE SOUTH 89°31'31" EAST 560.56 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 7, AND RUNNING THENCE CONTINUING EASTERLY ALONG SAID LINE, A DISTANCE OF 1161.72 FEET; THENCE SOUTH 00°33'30" WEST 349.88 FEET TO THE POINT OF A 1771.00 FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 322.93 FEET THROUGH A CENTRAL ANGLE OF 10°26'51" (CHORD BEARS SOUTH 04°39'56" EAST 322.48 FEET) TO THE POINT OF A 1026.50 FOOT RADIUS REVERSE CURVE; THENCE ALONG SAID CURVE A DISTANCE OF 183.34 FEET THROUGH A CENTRAL ANGLE OF 10°14'00" (CHORD BEARS SOUTH 04°46'21" EAST 183.10 FEET); THENCE SOUTH 00°20'39" WEST 464.92 FEET TO THE POINT OF A 20.00 FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 16.20 FEET THROUGH A CENTRAL ANGLE OF 46°24'03" (CHORD BEARS SOUTH 22°51'23" EAST 15.76 FEET); THENCE NORTH 89°35'17" WEST 65.45 FEET TO THE POINT OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 16.24 FEET THROUGH A CENTRAL ANGLE OF 46°32'12" (CHORD BEARS NORTH 23°36'45" EAST 15.80 FEET); THENCE NORTH 00°20'39" EAST 464.81 FEET TO THE POINT OF A 973.50 FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 173.87 FEET THROUGH A CENTRAL ANGLE OF 10°14'00" (CHORD BEARS NORTH 04°46'21" WEST 173.64 FEET) TO THE POINT OF A 1824.00 FOOT RADIUS REVERSE CURVE; THENCE ALONG SAID CURVE A DISTANCE OF 332.60 FEET THROUGH A CENTRAL ANGLE OF 10°26'51" (CHORD BEARS NORTH 04°39'56" WEST 332.14 FEET); THENCE NORTH 00°33'30" EAST 303.28 FEET TO THE POINT OF A 20.00 FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 31.45 FEET THROUGH A CENTRAL OF 90°05'01" (CHORD BEARS NORTH 44°29'01" WEST 28.30 FEET); THENCE NORTH 89°31'31" WEST 1015.60 FEET; TO THE POINT OF A 20.00 FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 31.44 FEET THROUGH A CENTRAL ANGLE OF 90°03'47" (CHORD BEARS SOUTH 45°26'35" WEST 28.30 FEET); THENCE SOUTH 00°24'42" WEST 1273.04 FEET; TO THE POINT OF A 20.00 FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 16.22 FEET THROUGH A CENTRAL ANGLE OF 46°28'06" (CHORD BEARS SOUTH 22°49'21" EAST 15.78 FEET); THENCE NORTH 89°35'17" WEST 65.45 FEET TO THE POINT OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 16.22 FEET THROUGH A CENTRAL ANGLE OF 46°28'09" (CHORD BEARS NORTH 23°38'46" EAST 15.78 FEET); THENCE NORTH 00°24'42" EAST 1319.62 FEET; TO THE POINT OF BEGINNING.

**PARCEL 3:**

BEGINNING AT A POINT WHICH IS NORTH 89°31'31" WEST 250.70 FEET FROM THE NORTH QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°33'30" WEST 350.88 FEET TO THE POINT OF A TANGENT 1085.00 FEET RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 355.60 FEET THROUGH A CENTRAL ANGLE OF 18°46'43" (CHORD BEARS SOUTH 08°49'52" EAST 354.02 FEET); THENCE SOUTH 71°46'47" WEST 170.50 FEET TO THE POINT OF A NON-TANGENT 1255.50 FEET RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 177.54 FEET THROUGH A CENTRAL ANGLE OF 08°06'08" (CHORD BEARS NORTH 14°10'09" WEST 177.39 FEET); THENCE SOUTH 79°52'55" WEST 29.07 FEET TO THE POINT OF A TANGENT 500.00 FEET RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 90.09 FEET THROUGH A CENTRAL ANGLE OF 10°19'25" (CHORD BEARS SOUTH 85°02'37" WEST 89.97 FEET); THENCE NORTH 89°47'40" WEST 401.52 FEET TO THE POINT OF A NON-TANGENT 1771.00 FEET RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 249.93 FEET THROUGH A CENTRAL ANGLE OF 08°05'08" (CHORD BEARS NORTH 03°29'05" WEST 249.72 FEET); THENCE NORTH 00°33'30" EAST 349.88 FEET TO THE SECTION LINE; THENCE SOUTH 89°31'31" EAST ALONG THE SECTION LINE A DISTANCE OF 686.00 FEET TO THE POINT OF BEGINNING.

Tax Parcel No.: 59:007:0101, 59:007:0095 and 59:007:0080

**PARCEL 4:**

BEGINNING AT A POINT WHICH IS NORTH 89°31'31" WEST ALONG THE SECTION LINE A DISTANCE OF 250.70 FEET FROM THE NORTH QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°33'30" WEST 350.88 FEET TO THE POINT OF A 1085.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 623.18 FEET THROUGH A CENTRAL ANGLE OF 32°54'30" (CHORD BEARS SOUTH 15°53'45" EAST 614.65 FEET); THENCE SOUTH 32°21'00" EAST 420.56 FEET TO THE POINT OF A 915.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 44.26 FEET THROUGH A CENTRAL ANGLE OF 02°46'18" (CHORD BEARS SOUTH 30°57'51" EAST 44.26 FEET); THENCE NORTH 89°34'48" WEST 1057.35 FEET TO THE POINT OF A NON-TANGENT 20.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 16.20 FEET THROUGH A CENTRAL ANGLE OF 46°24'03" (CHORD BEARS NORTH 22°51'23" WEST 15.76 FEET); THENCE NORTH 00°20'39" EAST 464.92 FEET; TO THE POINT OF A 1026.50 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 183.34 FEET THROUGH A CENTRAL ANGLE OF 10°14'00" (CHORD BEARS NORTH 04°46'21" WEST 183.10 FEET); TO THE POINT OF A 1771.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 322.93 FEET THROUGH A CENTRAL ANGLE OF 10°26'51" (CHORD BEARS NORTH 04°39'56" WEST 322.48 FEET); THENCE NORTH 00°33'30" EAST 349.88 FEET; THENCE SOUTH 89°31'31" EAST 686.00 FEET TO THE POINT OF BEGINNING.

Tax Parcel No.: 59:007:0109 and 59:007:0080

**Parcel 5:**

Commencing North 16 92 feet and West 2670 38 feet from the East quarter corner of Section 7, Township 6 South, Range 1 West, Salt Lake Base and Meridian, thence North 1289 18 feet, thence East 820 18 feet, thence South 20° 21' 29" East 107 76 feet, thence South 10° 41' 50" East 1433 32 feet, thence along the arc of 2200 foot radius curve 157 80 feet to the right, the chord of which bears South 6° 8' 31" East 157 76 feet, thence West 1140 59 feet, thence North 0° 0' 2" East 377 1 feet to the point of beginning

LESS AND EXCEPTING THEREFROM that land described in that certain Quit-Claim Deed recorded November 10, 2003 as Entry No 179089 2003 in the Utah County Recorder's office, further described as follows Beginning at a point which is North 0° 42' 54" East 40 79 feet along the section line and South 89° 38' 52" East 2,824 57 feet from the West Quarter corner of Section 7, Township 6 South, Range 1 West, Salt Lake Base and Meridian, thence North 3° 12' 09" East 88 60 feet, thence South 89° 38' 52" East 850 03 feet to the West line of a County Road, thence South 11° 38' 39" East 90 47 feet along said west line, thence North 89° 38' 53" West 873 24 feet to the point of beginning

ALSO LESS AND EXCEPTING THEREFROM that land described in that same Quit-Claim Deed recorded November 10, 2003 as Entry No 179089 2003 in the Utah County Recorder's office, further described as follows Beginning at a point which is South 0° 25' 24" West 45 40 feet along the Section line and South 89° 38' 52" East 2,820 59 feet from the West Quarter corner of Section 7, Township 6 South, Range 1 West, Salt Lake Base and Meridian, thence North 3° 12' 09" East 86 30 feet, thence South 89° 38' 52" East 873 24 feet to the West line of a County Road, thence South 11° 38' 39" East 88 12 feet along said west line, thence North 89° 38' 52" West 895 85 feet to the point of beginning

ALSO LESS AND EXCEPTING THEREFROM that land described in that same Quit-Claim Deed recorded November 10, 2003 as Entry No 179089 2003 in the Utah County Recorder's office, further described as follows Beginning at a point which is South 0° 25' 24" West 45.40 feet along the Section line and South 89° 38' 52" East 2,820 59 feet from the West Quarter corner of Section 7, Township 6 South, Range 1 West, Salt Lake Base and Meridian, thence South 89° 38' 52" East 895 85 feet to the west line of a County Road, thence South 11° 38' 39" East 53 44 feet along said west line, thence along the arc of a 2,175 00 foot radius curve to the right 32 48 feet with a central angle of 0° 51' 21" along said west line, thence North 89° 38' 52" West 917 66 feet, thence North 3° 12' 09" East 84 20 feet to the point of beginning

ALSO LESS AND EXCEPTING THEREFROM that land described in that certain Warranty Deed recorded April 28, 2009 as Entry No 45775 2009 in the Utah County Recorder's office, further described as a parcel of land situated in the Northwest Quarter of the Northeast Quarter of Section 7, Township 6 South, Range 1 West, Salt Lake Base and Meridian, County of Utah, State of Utah, being more particularly described as follows Commencing at the North Quarter corner of Section 7, Township 6 South, Range 1 West, Salt Lake Base and Meridian, a found brass cap, running thence South 89° 25' 51" East a distance of 406 76 feet and South 00° 34' 09" West a distance of 1082 60 feet to the true point of beginning, thence along the parcel boundary the following (5) five courses 1 South 86° 32' 04" East a distance of 324 00 feet to the beginning of a curve to the left, 2 having a radius of 1178 63 feet (chord bears South 15° 57' 56" East a distance of 241 16 feet), thence along the arc of said curve a distance of 241 58 feet, 3 South 21° 51' 15" East a distance of 18 42 feet to a point on the north line of the Land Design Group, 4 North 89° 32' 04" West along said north line a distance of 409.80 feet, 5 North 02° 54' 29" East a distance of 248 58 feet to the point of beginning, said point lies South 65° 04' 31" West a distance of 2515 25 feet from the Northeast corner of Section 7, Township 6 South, Range 1 West, Salt Lake Base and Meridian, a found monument

ALSO LESS AND EXCEPTING THEREFROM

A TRACT OF LAND BEING SITUATE IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID TRACT OF LAND HAVING A BASIS OF BEARINGS OF SOUTH 89°25'23" EAST BETWEEN THE NORTH QUARTER AND THE NORTHEAST CORNER OF SAID SECTION 7, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH 137437 FEET AND EAST 370.65 FEET FROM THE NORTH QUARTER OF SAID SECTION 7, AND RUNNING THENCE NORTH 89°59'16" EAST 382.13 FEET; THENCE SOUTH 20°14'35" EAST 3080 FEET TO THE POINT OF A TANGENT 973.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 6483 FEET THROUGH A CENTRAL ANGLE OF 03°48'57" (CHORD BEARS SOUTH 18°20'07" EAST 6482 FEET); THENCE SOUTH 82°25'53" WEST 370.24 FEET TO THE POINT OF A NON-TANGENT 1085.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 146.74 FEET THROUGH A CENTRAL ANGLE OF 07°44'56" (CHORD BEARS NORTH 18°21'14" WEST 14663 FEET) TO THE POINT OF BEGINNING.

**Parcel 6:**

BEGINNING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°26'05" WEST ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 1326.80 FEET; THENCE NORTH 89°32'16" WEST 1874.55 FEET; THENCE NORTH 21°51'15" WEST 18.50 FEET TO THE POINT OF A TANGENT 1180.12 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 241.59 FEET THROUGH A CENTRAL ANGLE OF 11°43'47" (CHORD BEARS NORTH 15°59'22" WEST 241.17 FEET); THENCE NORTH 89°31'49" WEST 313.73 FEET; THENCE NORTH 89°35'30" WEST 10.19 FEET; THENCE SOUTH 02°54'35" WEST 248.68 FEET; THENCE NORTH 89°32'16" WEST 221.31 FEET TO THE POINT OF A NON-TANGENT 915.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 44.26 FEET THROUGH A CENTRAL ANGLE OF 02°46'18" (CHORD BEARS NORTH 30°57'51" WEST 44.26 FEET); THENCE NORTH 32°21'00" WEST 420.56 FEET; TO THE POINT OF A TANGENT 1085.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 623.18 FEET THROUGH A CENTRAL ANGLE OF 32°54'30" (CHORD BEARS NORTH 15°53'45" WEST 614.65 FEET); THENCE NORTH 00°33'30" EAST 350.88 FEET TO THE NORTH LINE OF SAID SECTION 7; THENCE SOUTH 89°31'31" EAST ALONG SAID NORTH LINE A DISTANCE OF 250.70 FEET TO THE NORTH QUARTER OF SAID SECTION; THENCE SOUTH 89°25'50" EAST ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 675.95 FEET TO THE POINT OF A NON-TANGENT 3655.52 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 180.06 FEET THROUGH A CENTRAL ANGLE OF 02°49'20" (CHORD BEARS SOUTH 05°00'15" WEST 180.04 FEET) TO THE POINT OF A NON-TANGENT 3351.15 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 80.40 FEET THROUGH A CENTRAL ANGLE OF 01°22'29" (CHORD BEARS SOUTH 02°55'38" WEST 80.40 FEET); THENCE SOUTH 89°11'02" EAST 1002.53 FEET; THENCE NORTH 00°43'33" EAST 264.15 FEET TO THE NORTH LINE OF SAID SECTION; THENCE SOUTH 89°25'50" EAST ALONG SAID NORTH LINE A DISTANCE OF 1015.92 FEET TO THE POINT OF BEGINNING.

Effects Tax Parcels 59:007:0077, 59:007:0028 & 59:007:0030

**Parcel 7:**

Commencing at a point which is South 89°11'02" East 3,311.64 feet and North 335.7 feet from the South Quarter Corner of Section 6, Township 6 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 89°15'2" East 685 feet; thence North 00°11'18" West 334.98 feet; thence North 89°15'02" West 685 feet; thence South 00°11'18" East 334.98 feet to the point of beginning.

Tax ID No. 59-005-0012

**Parcel 8:**

Commencing at a point which is South 89°11'02" East 2,678.39 feet and North 55.99 feet from the South Quarter Corner of Section 6, Township 6 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 89°15'02" East 578.16 feet; thence North 00°11'18" West 404.89 feet; thence North 89°15'02" West 572.05 feet; thence South 00°40'33" West 404.84 feet to the point of beginning.

Tax ID No. 59-005-0016