BK8290P61366

WHEN RECORDED, MAIL TO:

Joseph C. Rust Kesler & Rust 36 South State Street, #2000 Salt Lake City, Utah 84111 7399217
06/29/99 11:26 AM 14-00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
UNITED TITLE SERVICES
REC BY:Z JOHANSON , DEPUTY - WI

TRUST DEED

THIS TRUST DEED is made this __ day of June, 1999 between BLAND RECYCLING, L.L.C., a Utah limited liability company, as Trustor, whose address is Salt Lake City, Utah; JOSEPH C. RUST, a member of the Utah State Bar, as Trustee; and STAKER PAVING AND CONSTRUCTION COMPANY, INC a Utah corporation, as Beneficiary.

Trustor hereby CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property situated in Salt Lake County, Utah:

SEE ATTACHED LEGAL DESCRIPTION

Subject to the easements, covenants, restrictions, rights of way and reservations appearing of record as well as taxes for the year 1999 and thereafter.

Together with the right to divert and beneficially use seventeen (17) acre feet of water annually under water right No. 59-5563 and approved change application al8774, including that certain underground water well and associated pumping equipment and water conveyance lines located at approximately: North 1,150 Feet, West 2,000 feet from the East 1/4 corner, Section 27, Township 2 South, Range 2 West, SLBM.

TOGETHER WITH all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto now or hereafter used or enjoyed with said property, or any part thereof;

FOR THE PURPOSE OF SECURING the payment of the indebtedness evidenced by a promissory note of even date herewith, in the principal sum of \$100,000,00, payable to the order of the Beneficiary, at the time, in the manner, and with interest as therein set forth, and payment of any sums expended or advanced by Beneficiary to protect the security hereof.

Trustor agrees to pay all taxes and assessments on the above property, to pay all charges and assessments on water or water stock used on or with said property, not to commit waste, to maintain adequate fire insurance on improvements on said property, to pay all costs and expenses of collection (including Trustee's and attorney's fees in event of default in payment of the account secured hereby) and to pay reasonable Trustee's fees for any of the services performed by Trustee hereunder, including a reconveyance hereof.

The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to it at the address set forth above.

BLAND RECYCLING, L.L.C., a Utah limited liability company

Its (Manager-Member)

STATE OF UTAH

) :ss)

COUNTY OF SALT LAKE

On the 20 klay of June, 1999, personally appeared before me, Bryon Blanc (the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

My Commission Expires:

Residing at:

05/20/02

Sult Lake City

F:\DATA\JRUST\STAK\TRUSTDEE,WPD

Notary Public MARGIE LUDINGTON

EXHIBIT "A"

LEGAL DESCRIPTION

Beginning at the North Quarter corner of Section 27, Township 2 South, Range 2 West, Salt Lake Meridian; thence South 0°07'15" East along the Quarter section line 2,637.98 feet, more or less to the center of the said section; thence North 89°57'25" East 219.78 feet; more or less; thence North 33°01' East 633.58 feet, more or less; thence North 19°43'20" East 1180.89 feet, more or less; thence North 70°16'40" West 27.5 feet; thence North 19°43'20" East 750 feet; thence Northerly along a curve to the left 255.75 feet to the North section line of the said section; thence North 89°59'58" West 1,259.03 feet along the said section line to the point of beginning.

Less and Excepting therefrom that portion lying within the bounds of State Road U-111.