

11990026
2/10/2015 9:49:00 AM \$71.00
Book - 10294 Pg - 7498-7519
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 22 P.

NCS-708818AH

Tax Serial Number:

Parcels 1 through 10: 28-21-453-025-0000, 28-21-453-035-0000, 28-21-476-003-0000,
28-21-453-029-0000, 28-28-251-006-0000, 28-28-226-002-0000, 28-28-276-005-0000, 28-27-100-001-0000,
28-27-100-002-0000, 28-27-100-003-0000

RECORDATION REQUESTED BY:

Utah First Federal Credit Union
200 East South Temple, Suite 200
Salt Lake City, UT 84111

WHEN RECORDED MAIL TO:

Utah First Federal Credit Union
Attn: Member Business Lending
7167 South Center Park Drive, Suite 300
West Jordan, UT 84084

SEND TAX NOTICES TO:

Hidden Valley Country Club
11820 South Highland Drive
Sandy, UT 84092

FOR RECORDER'S USE ONLY

**REVOLVING CREDIT
CONSTRUCTION DEED OF TRUST**

THIS DEED OF TRUST is dated February 5, 2015, among Hidden Valley Country Club, whose address is 11820 South Highland Drive, Sandy, UT 84092 ("Trustor"); Utah First Federal Credit Union, whose address is 200 East South Temple, Suite 200, Salt Lake City, UT 84111 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Utah First Federal Credit Union, whose address is 200 East South Temple, Suite 300, Salt Lake City, UT 84111 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor irrevocably grants and conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; that certain water right of record at the Utah Division of Water Rights identified as Water Right No. 57-3144, a6805, a17210, and any and all other water, water rights, ditch rights, and water interests of whatsoever kind or nature, which are appurtenant to or otherwise used in connection with the property of Trustor, including, shares of stock in any irrigation, ditch and/or canal company, now or hereafter acquired, and specifically including, without limitation, Trustor's 684 Class A shares and Trustor's 2 Class B shares in Draper Irrigation Company and/or WaterPro, Inc., as the case may be; (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, **(the "Real Property") located in Salt Lake County, State of Utah:**

See Exhibit "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 11820 South Highland Drive, Sandy, UT 84092. The Real Property tax identification number is Parcels 1 through 10: 28-21-453-025-0000, 28-21-453-035-0000, 28-21-476-003-0000, 28-21-453-029-0000, 28-28-251-006-0000, 28-28-226-002-0000, 28-28-276-005-0000, 28-27-100-001-0000, 28-27-100-002-0000, 28-27-100-003-0000.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) 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. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF TRUSTOR'S OBLIGATIONS UNDER THAT CERTAIN CONSTRUCTION LOAN AGREEMENT BETWEEN TRUSTOR AND LENDER OF EVEN DATE HERewith. ANY EVENT OF DEFAULT UNDER THE CONSTRUCTION LOAN AGREEMENT, OR ANY OF THE RELATED DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER 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 Lender 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 Note, this Deed of Trust, and the Related Documents.

CONSTRUCTION MORTGAGE. This Deed of Trust is a "construction mortgage" for the purposes of Sections 9-334 and 2A-309 of the Uniform Commercial Code, as those sections have been adopted by the State of Utah.

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 (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the 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 in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be

conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Trustor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real 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 Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Trustor agrees neither to abandon or leave unattended 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.

Construction Loan. If some or all of the proceeds of the loan creating the Indebtedness are to be used to construct or complete construction of any Improvements on the Property, the Improvements shall be completed no later than the maturity date of the Note (or such earlier date as Lender may reasonably establish) and Trustor shall pay in full all costs and expenses in connection with the work. Lender will disburse loan proceeds under such terms and conditions as Lender may deem reasonably necessary to insure that the interest created by this Deed of Trust shall have priority over all possible liens, including those of material suppliers and workmen. Lender may require, among other things, that disbursement requests be supported

by receipted bills, expense affidavits, waivers of liens, construction progress reports, and such other documentation as Lender may reasonably request.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are 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 Lender 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 Lender'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 Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' 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 Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

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

Notice of Construction. Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

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 Lender. Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender 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 Lender may reasonably

require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Trustor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's 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 Lender elects to apply the proceeds to restoration and repair, Trustor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender 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 Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender 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 Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

Trustor's Report on Insurance. Upon request of Lender, however not more than once a year, Trustor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Trustor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Trustor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Trustor's failure to discharge or pay when due any amounts Trustor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Trustor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a 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, Lender 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 Lender.

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 Trustee or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

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.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Trustor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Trustor's Indebtedness shall be paid in full.

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

Proceedings. If any proceeding in condemnation is filed, Trustor shall promptly notify Lender 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 Lender 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 Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender 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 Trustee or Lender in connection with the condemnation.

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 Lender, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender 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: (1) 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; (2) 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; (3) a tax on this type of

Deed of Trust chargeable against the Lender or the holder of the Note; and (4) 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, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

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 Lender 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 Lender, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender 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 Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

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 Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender 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 Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Trustor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) 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 Lender agrees to the contrary in writing, Trustor shall reimburse Lender 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, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender 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 Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Trustor pays all the Indebtedness when due, terminates the line of credit, and otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender 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 Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Trustor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Trustor fails to make any payment when due under the Indebtedness.

Other Defaults. Trustor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Trustor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

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 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 Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Trustor or on Trustor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document 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.

Creditor or Forfeiture Proceedings. 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 property securing the Indebtedness. This includes a garnishment of any of Trustor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Trustor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

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

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

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

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy 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 Trustor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender 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 Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender 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 Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Trustor irrevocably designates Lender 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 Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender 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 Lender 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 Lender otherwise becomes entitled to possession of the Property upon default of Trustor, Trustor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Trustor reasonable notice of the time and place of any public

sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

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

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender'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 Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses 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, and 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 Lender 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 Lender 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 Lender 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, Lender, 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 Lender 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. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Salt Lake County, State of Utah. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, 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 Lender 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. Unless otherwise provided by applicable law, any notice required to be given under this Deed of Trust or required by law, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered in accordance with the law or with this Deed of Trust, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Notwithstanding any other provision of this Deed of Trust, all notices given under Utah Code Ann. Section 57-1-26 shall be given as required therein. 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. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided by applicable law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all Trustors.

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

Amendments. This Deed of Trust, together with any Related Documents, 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 Lender, 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 Lender 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.

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 Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Utah without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Utah.

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

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be

illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any 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, Lender, 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.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

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.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Utah First Federal Credit Union, and its successors and assigns.

Borrower. The word "Borrower" means Hidden Valley Country Club and includes all co-signers and co-makers signing the Note and all their successors and assigns.

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

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of

their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means 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 principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Utah First Federal Credit Union, its successors and assigns.

Note. The word "Note" means the promissory note dated February 5, 2015, in the original principal amount of \$3,000,000.00 from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO TRUSTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

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 collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

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 Utah First Federal Credit Union, whose address is 200 East South Temple, Suite 300, Salt Lake City, UT 84111 and any substitute or successor trustees.

Trustor. The word "Trustor" means Hidden Valley Country Club.

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

TRUSTOR:

HIDDEN VALLEY COUNTRY CLUB

By: [Signature]
Marc H. Bennett, President of Hidden Valley Country Club

By: [Signature]
Stephen D. Judkins, Secretary of Hidden Valley Country Club

CORPORATE ACKNOWLEDGMENT

STATE OF Utah

)

) SS

COUNTY OF Salt Lake

)

On this 6 day of February, 20 15, before me, the undersigned Notary Public, personally appeared **Marc H. Bennett, President of Hidden Valley Country Club** and **Stephen D. Judkins, Secretary of Hidden Valley Country Club**, and known to me to be authorized agents of the corporation that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the corporation.

By: [Signature]

Residing
at Sandy UT

Notary Public in and for the State
of Utah

My commission
expires 6/5/2018



REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all Indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____

Beneficiary:

By: _____

Its: _____

LaserPro, Ver. 14.5.10.004 Copr. D+H USA Corporation 1997, 2015. All Rights Reserved. - UT
Y:\CFI\CFI\LPL\G01.FC TR-5124 PR-201 (M)

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1: (28-21-453-025-0000)

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THENCE NORTH 0° 31' 10" WEST 4.5 FEET, MORE OR LESS, TO AN OLD EXISTING FENCE; THENCE NORTH 89° 50' 17" EAST 683.93 FEET, MORE OR LESS, ALONG SAID EXISTING FENCE TO A POINT ON THE EAST LINE OF HIDDEN VALLEY ESTATES SUBDIVISION; THENCE SOUTH 5° 00' 00" WEST 4.5 FEET, MORE OR LESS, ALONG SAID EAST LINE TO THE SOUTH LINE OF SAID SECTION 21; THENCE SOUTH 89° 50' 17" WEST 683.93 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

LESS AND EXCEPTING ALL THAT PORTION LYING WITHIN 1700 EAST STREET.

PARCEL 2: (28-21-453-035-0000)

BEGINNING SOUTH 89°50'17" WEST 17.85 CHAINS FROM THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE MERIDIAN; THENCE SOUTH 89°50'17" WEST 787.24 FEET; THENCE NORTH 5° EAST 427.75 FEET; THENCE NORTH 17° EAST 179.46 FEET; THENCE NORTH 4°05' EAST 100 FEET; THENCE NORTH 23° WEST 140 FEET; THENCE NORTH 21° EAST 72 FEET; THENCE NORTH 89°50'17" EAST 98.38 FEET; NORTH 18°08' EAST 288.5 FEET; THENCE SOUTH 75°55' EAST 1261.7 FEET MORE OR LESS TO A CULVERT; THENCE SOUTH 42° WEST 1040 FEET MORE OR LESS ALONG SAID CULVERT TO THE POINT OF BEGINNING.

LESS WASATCH BOULEVARD.

ALSO LESS AND EXCEPTING ALL THAT PORTION CONTAINED WITHIN THAT CERTAIN QUIT CLAIM DEED RECORDED DECEMBER 14, 2012 AS ENTRY NO. 11536229 IN BOOK 10087 AT PAGE 9196 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERN CORNER OF LOT 45 OF HIDDEN VALLEY ESTATES SUBDIVISION (RECORDED AS ENTRY NO. 3240288 IN BOOK 79-2 ON PAGE 54) SAID LOT CORNER BEING LOCATED 751.90 FEET EAST AND 895.51 FEET NORTH OF THE SOUTH 1/4 CORNER OF SAID SECTION 21 AND BEING THE POINT OF BEGINNING; THENCE ALONG THE EXTENSION OF THE NORTH LOT LINE OF SAID LOT 45 N. 89°50'17" EAST 18.00 FEET; THENCE SOUTH 15°37'55" WEST 69.78 FEET; THENCE SOUTH 20°08'24" WEST 33.70 FEET TO THE SOUTHEAST CORNER OF SAID LOT 45; THENCE ALONG THE REAR LOT LINE OF SAID LOT 45 NORTH 23°00'00" WEST 34.29 FEET; THENCE CONTINUING ALONG THE REAR LOT LINE OF SAID LOT 45 NORTH 21°00'00" EAST 72.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3: (28-21-476-003-0000)

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE MERIDIAN; THENCE NORTH 89 DEGREES 55 MINUTES 34 SECONDS WEST, A DISTANCE OF 1133.76 FEET TO THE SOUTHWEST CORNER OF THE HIDDEN OAKS PHASE 4 PLANNED UNIT DEVELOPMENT AND THE TRUE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 55 MINUTES 34 SECONDS WEST, A DISTANCE OF 44.34 FEET TO THE SOUTHEAST CORNER OF GOLF COURSE PROPERTY DESCRIBED IN BOOK 5429, PAGE 2; THENCE NORTH 39 DEGREES 07 MINUTES 29 SECONDS EAST ALONG THE EAST BOUNDARY OF SAID GOLF COURSE PROPERTY, A DISTANCE OF 1103.32 FEET TO THE NORTHEAST CORNER OF SAID GOLF COURSE PROPERTY; THENCE SOUTH 75 DEGREES 40 MINUTES 51 SECONDS EAST ALONG THE SOUTH BOUNDARY OF HICKORY VALLEY ESTATES SUBDIVISION, A DISTANCE OF 91.40 FEET TO THE SOUTHEAST CORNER OF HICKORY VALLEY ESTATES SUBDIVISION; THENCE SOUTH 39 DEGREES 02 MINUTES 27 SECONDS WEST ALONG THE WEST BOUNDARY OF OAK GROVE AT HIDDEN VALLEY SUBDIVISION, A DISTANCE OF 157.16 FEET TO THE NORTH CORNER OF GARDNER PROPERTY DESCRIBED IN BOOK 6076, PAGE 799; THENCE SOUTH 39 DEGREES 02 MINUTES 27 SECONDS WEST ALONG THE WEST BOUNDARY OF SAID GARDNER PROPERTY, A DISTANCE OF 331.46 FEET TO A POINT ON THE NORTH BOUNDARY OF THE HIDDEN OAKS PHASE 4 PLANNED UNIT DEVELOPMENT; THENCE NORTH 89 DEGREES 53 MINUTES 47 SECONDS WEST, A DISTANCE OF 10.65 FEET TO THE NORTHWEST CORNER OF THE HIDDEN OAKS PHASE 4 PLANNED UNIT DEVELOPMENT; THENCE SOUTH 42 DEGREES 48 MINUTES 42 SECONDS WEST, A DISTANCE OF 618.96 FEET TO THE POINT OF BEGINNING.

PARCEL 4: (28-21-453-029-0000)

BEGINNING AT A POINT ON AN EXISTING FENCE WHICH IS NORTH 0°33'10" WEST 950.4 FEET AND NORTH 89°50'17" EAST 674.91 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°50'17" EAST 150.09 FEET; THENCE NORTH 278.4 FEET, MORE OR LESS, TO AN EXISTING FENCE LINE; THENCE ALONG SAID FENCE LINE SOUTH 75°55' EAST 1507.31 FEET, MORE OR LESS, TO THE WEST RIGHT OF WAY LINE OF THE DRAPER IRRIGATION COMPANY RIGHT OF WAY; THENCE ALONG SAID WEST LINE SOUTH 42°00' WEST 110.00 FEET, MORE OR LESS, TO THE DEEDED NORTH LINE OF THE FORT DOUGLAS CLUB PROPERTY; THENCE NORTH 72°07' WEST 1261.70 FEET; THENCE SOUTH 18°08' WEST 288.50 FEET; THENCE WEST 176.50 FEET, MORE OR LESS TO A POINT ON AN EXISTING FENCE LINE 57.0 FEET SOUTH OF BEGINNING; THENCE NORTH 57.0 FEET TO BEGINNING.

LESS AND EXCEPTING ANY PORTION LYING WITHIN BIG WILLOW ESTATES #2.

ALSO LESS AND EXCEPTING ANY PORTION LYING WITHIN THE BOUNDS OF WASATCH BOULEVARD.

ALSO LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING SOUTH 89°50'17" WEST 17.85 CHAINS FROM THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE MERIDIAN; THENCE SOUTH 89°50'17" WEST 787.24 FEET; THENCE NORTH 5° EAST 427.75 FEET; THENCE NORTH 17° EAST 179.46 FEET; THENCE NORTH 4°05' EAST 100 FEET; THENCE NORTH 23° WEST 140 FEET; THENCE NORTH 21° EAST 72 FEET; THENCE NORTH 89°50'17" EAST 98.38 FEET; NORTH 18°08' EAST 288.5 FEET; THENCE SOUTH 75°55' EAST 1261.7 FEET MORE OR LESS TO A CULVERT; THENCE SOUTH 42° WEST 1040 FEET MORE OR LESS ALONG SAID CULVERT TO THE POINT OF BEGINNING.

PARCEL 5: (28-28-251-006-0000)

BEGINNING AT A POINT WHICH IS SOUTH 0°04'39" WEST 35 FEET AND SOUTH 89°55'21" EAST 508.439 FEET FROM THE NORTH QUARTER CORNER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH 0°04'39" WEST 187.004 FEET; THENCE SOUTH 58°03'55" WEST 215.241 FEET; THENCE SOUTH 47°33'28" WEST 91.902 FEET; THENCE SOUTH 25°04'01" WEST 302.778 FEET; THENCE SOUTH 10°02'52" WEST 350 FEET; THENCE SOUTH 38° WEST 245 FEET; THENCE SOUTH 31° EAST 250 FEET; THENCE SOUTH 5° WEST 583.609 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT 147.14 FEET; THENCE SOUTH 33° EAST 177.193 FEET THENCE NORTH 58°54'15" EAST 255 FEET; THENCE SOUTH 54° EAST 588.821 FEET; THENCE SOUTH 148.43 FEET; THENCE SOUTH 89°56'14" EAST 522 FEET MORE OR LESS; THENCE NORTH 6°48'52" WEST 100.504 FEET; THENCE NORTH 71°34'37" EAST 178.452 FEET; THENCE NORTH 70°14'58" EAST 110.17 FEET; THENCE NORTH 10° WEST 602.89 FEET; THENCE WEST 155.025 FEET; THENCE NORTH 536.5 FEET; THENCE EAST 3.75 FEET; THENCE NORTH 3° EAST 800.25 EAST; THENCE SOUTH 89°30' EAST 574.2 FEET; THENCE NORTH 15° EAST 224.4 FEET; THENCE EAST 618.75 FEET; THENCE NORTH 297 FEET; THENCE WEST 2640 FEET MORE OR LESS TO THE EAST LINE OF ROAD; THENCE SOUTH 0°04'39" WEST 35 FEET; THENCE SOUTH 89°55'21" EAST 508.439 FEET TO BEGINNING.

LESS STREET.

ALSO LESS AND EXCEPTING THEREFROM ALL THAT PORTION CONTAINED IN THAT CERTAIN QUIT-CLAIM DEED RECORDED NOVEMBER 8, 2004 AS ENTRY NO. 9218331 IN BOOK 9058 AT PAGE 3188 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT S 89°55'21" E 36.103 FEET ALONG SECTION LINE, AND DUE SOUTH 1540.521 FEET AND S 5°00'00" W 131.90 FEET FROM THE NORTH QUARTER CORNER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; SAID POINT ALSO BEING S 5°00'00" W 18.074 FEET FROM THE NORTHEAST CORNER OF LOT 250, HIDDEN VALLEY COUNTRY CLUB ESTATES NO. 2 SUBDIVISION, AS RECORDED; THENCE N 5°00'00" E, 247.392 FEET, ALONG THE EAST LINE OF SAID SUBDIVISION AND THE EAST LINE OF HIDDEN VALLEY COUNTRY CLUB ESTATES SUBDIVISION; THENCE N 31°00'00" W, 190.817 FEET, ALONG SAID SUBDIVISION, SAID POINT ALSO BEING N 31°00'00" W, 21.500 FEET FROM THE SOUTHEAST CORNER OF LOT 21 OF SAID SUBDIVISION; THENCE N 36°04'10" E, 55.632 FEET, THENCE S 74°41'53" E, 50.515 FEET; THENCE S 56°04'13" E, 58.094 FEET; THENCE S 4°19'03" E, 62.114 FEET; THENCE S 7°28'17" E, 48.927 FEET; THENCE S 25°47'44" E, 40.042 FEET; THENCE S 4°28'13" W, 132.928 FEET; THENCE N 85°00'00" W 10.000 FEET; THENCE S 4°28'12" W, 275.908 FEET; THENCE N 85°00'00" W, 52.000 FEET, TO THE EAST LINE OF LOT 250, HIDDEN VALLEY COUNTRY CLUB ESTATES NO. 2 SUBDIVISION; THENCE N 5°00'00" E, 140.000 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM THE PARCEL CONVEYED BY QUIT-CLAIM DEED RECORDED MARCH 5, 2007 AS ENTRY NO. 10022668 IN BOOK 9430 AT PAGE 6506 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 89°55'21" EAST 36.103 FEET ALONG THE SECTION LINE AND DUE SOUTH 1540.521 FEET AND SOUTH 5°00'00" WEST 271.19 FEET FROM THE NORTH QUARTER CORNER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING SOUTH 5°00'00" WEST 158.074 FEET FROM THE NORTHEAST CORNER OF LOT 250, HIDDEN VALLEY COUNTRY CLUB ESTATES NO. 2 SUBDIVISION AS RECORDED; THENCE SOUTH 85°00'00" EAST 52 FEET; THENCE SOUTH 4°28'12" WEST 58.30 FEET; THENCE NORTH 85°00'00" WEST 52.54 FEET; THENCE NORTH 5°00'00" EAST 58.30 FEET TO THE POINT OF BEGINNING.

PARCEL 6: (28-28-226-002-0000)

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE MERIDIAN; THENCE NORTH 62 RODS; THENCE WEST 37.5 RODS; THENCE SOUTH 6° WEST 224.4 FEET; THENCE NORTH 89°30' WEST 34.8 RODS; THENCE SOUTH 3° WEST 48.5 RODS; THENCE WEST 3.75 FEET; THENCE SOUTH 32.5 RODS; THENCE EAST 9.45 RODS; THENCE SOUTH 10° EAST 305.22 FEET; THENCE NORTH 76°50' EAST 586.34 FEET; THENCE NORTH 37°39'30" EAST 883.36 FEET TO THE POINT OF BEGINNING.

PARCEL 7: (28-28-276-005-0000)

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE MERIDIAN, RUNNING THENCE SOUTH 37°39'30" WEST 883.36 FEET; THENCE SOUTH 76°50' WEST 586.34 FEET; THENCE SOUTH 10° EAST 490.91 FEET, MORE OR LESS, TO THE CENTER LINE OF SAID SECTION 28; THENCE EAST 60 RODS, MORE OR LESS, TO THE EAST QUARTER CORNER OF SAID SECTION 28; THENCE NORTH 1320 FEET, MORE OR LESS, TO BEGINNING.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT A POINT WHICH IS NORTH 89°56'01" WEST 272.380 FEET ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, FROM THE EAST 1/4 CORNER OF SAID SECTION 28, AS ESTABLISHED IN 1949, AND RUNNING THENCE NORTH 89°56'01" WEST 1049.150 FEET ALONG SAID SOUTH LINE; THENCE NORTH 6°48'52" WEST 100.504 FEET; THENCE NORTH 71°34'37" EAST 178.452 FEET; THENCE NORTH 70°14'58" EAST 696.152 FEET; THENCE SOUTH 31°04'06" EAST 458.413 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM THOSE TWO PARCELS CONTAINED IN THE QUIT-CLAIM DEED RECORDED AUGUST 11, 2003 AS ENTRY NO. 8769079 IN BOOK 8860 AT PAGE 5279 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

1) BEGINNING AT THE WEST QUARTER CORNER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE 16.7 FEET WEST TO A CHAIN LINK FENCE; THENCE NORTH 0°30' EAST ALONG SAID FENCE 50 FEET; THENCE NORTH 17°08' EAST 58.25 FEET TO THE SECTION LINE; THENCE SOUTH 0°29'09" WEST 105.66 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

AND

2) BEGINNING AT THE WEST QUARTER CORNER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE 16.7 FEET WEST TO A CHAIN LINK FENCE; THENCE ALONG SAID FENCE THE FOLLOWING 3 COURSES: NORTH 0°30' EAST 320.25 FEET; NORTH 0°54' EAST 303.67 FEET; AND NORTH 0°30' EAST 693.59 FEET; THENCE EAST 14.25 FEET; THENCE SOUTH 0°29'09" WEST 1,317.48 FEET TO THE POINT OF BEGINNING.

PARCEL 8: (28-27-100-001-0000)

BEGINNING AT THE CENTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE WEST 889 FEET, MORE OR LESS, TO A POINT WHICH IS 431 FEET EAST FROM THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE NORTH 13°40' EAST 353 FEET; THENCE NORTH 7°50' EAST 583 FEET; THENCE NORTH 9°40' EAST 404.6 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE EAST 176 FEET, MORE OR LESS, TO THE EAST SIDE OF A PUBLIC HIGHWAY KNOWN AS 16TH EAST STREET; THENCE NORTH 21°45' EAST 1330 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID SECTION 28; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 28 TO THE NORTHEAST CORNER OF THE SECTION; THENCE CONTINUING EAST ALONG THE NORTH LINE OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN 2640 FEET, MORE OR LESS, TO THE NORTH QUARTER CORNER OF SECTION 27; THENCE SOUTH 297 FEET; THENCE WEST 3258.75 FEET; THENCE SOUTH 5° WEST 224.4 FEET; THENCE NORTH 89°30' WEST 574.2 FEET; THENCE SOUTH 3° WEST 800.25 FEET; THENCE SOUTH 536.5 FEET; THENCE EAST 155.025 FEET; THENCE SOUTH 10° EAST 796.129 FEET TO THE CENTER LINE OF SECTION 28; THENCE WEST 1551 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT A POINT WHICH IS SOUTH 0°04'39" WEST 35 FEET AND SOUTH 89°55'21" EAST 508.439 FEET FROM THE NORTH QUARTER CORNER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH 0°04'39" WEST 187.004 FEET; THENCE SOUTH 58°03'55" WEST 215.241 FEET; THENCE SOUTH 47°33'28" WEST 91.902 FEET; THENCE SOUTH 25°04'01" WEST 302.778 FEET; THENCE SOUTH 10°02'52" WEST 350 FEET; THENCE SOUTH 38° WEST 245 FEET; THENCE SOUTH 31° EAST 250 FEET; THENCE SOUTH 5° WEST 583.609 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT 147.14 FEET; THENCE SOUTH 33° EAST 177.193 FEET THENCE NORTH 58°54'15" EAST 255 FEET; THENCE SOUTH 54° EAST 588.821 FEET; THENCE SOUTH 148.43 FEET; THENCE SOUTH 89°56'14" EAST 522 FEET MORE OR LESS; THENCE NORTH 6°48'52" WEST 100.504 FEET; THENCE NORTH 71°34'37" EAST 178.452 FEET; THENCE NORTH 70°14'58" EAST 110.17 FEET; THENCE NORTH 10° WEST 602.89 FEET; THENCE WEST 155.025 FEET; THENCE NORTH 536.5 FEET; THENCE EAST 3.75 FEET; THENCE NORTH 3° EAST 800.25 EAST; THENCE SOUTH 89°30' EAST 574.2 FEET; THENCE NORTH 15° EAST 224.4 FEET; THENCE EAST 618.75 FEET; THENCE NORTH 297 FEET; THENCE WEST 2640 FEET MORE OR LESS TO THE EAST LINE OF ROAD; THENCE SOUTH 0°04'39" WEST 35 FEET; THENCE SOUTH 89°55'21" EAST 508.439 FEET TO BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT A POINT WHICH IS NORTH 89°56'01" WEST 272.380 FEET ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, FROM THE EAST 1/4 CORNER OF SAID SECTION 28, AS ESTABLISHED IN 1949, AND RUNNING THENCE NORTH 89°56'01" WEST 1049.150 FEET ALONG SAID SOUTH LINE; THENCE NORTH 6°48'52" WEST 100.504 FEET; THENCE NORTH 71°34'37" EAST 178.452 FEET; THENCE NORTH 70°14'58" EAST 696.152 FEET; THENCE SOUTH 31°04'06" EAST 458.413 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT A POINT THAT IS SOUTH 89°55'21" EAST ALONG THE SECTION LINE 508.439 FEET AND SOUTH 0°04'39" WEST 35.00 FEET FROM THE NORTH 1/4 CORNER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN (SAID 1/4 CORNER BEARING SOUTH 0°16'58" EAST FROM THE MONUMENT AT THE INTERSECTION OF 1700 EAST AND 11400 SOUTH STREETS, SAID MONUMENTS USED AS THE CENTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 1 EAST SALT LAKE BASE AND MERIDIAN); THENCE SOUTH 0°04'39" WEST 187.004 FEET TO A WIRE FENCE ON THE WESTERLY SIDE OF THE FOURTEENTH FAIRWAY OF THE HIDDEN VALLEY COUNTRY CLUB GOLF COURSE; THENCE ALONG SAID FENCE SOUTH 58°03'55" WEST 215.241 FEET AND SOUTH 47°33'28" WEST 91.902 FEET AND SOUTH 25°04'01" WEST 302.778 FEET AND SOUTH 10°02'52" WEST 350.00 FEET; THENCE LEAVING SAID FENCE SOUTH 38° WEST 245.00 FEET; THENCE SOUTH 31° EAST 250.00 FEET; THENCE SOUTH 5° WEST 660.00 FEET THENCE SOUTH 33° EAST 253.584 FEET TO A WIRE FENCE APPROXIMATELY 150 FEET SOUTHEAST OF THE TWELFTH GREEN OF SAID GOLF COURSE; THENCE ALONG SAID LAST MENTIONED FENCE NORTH 58°54'15" EAST 255.00 FEET; THENCE SOUTH 54° EAST 558.821 FEET; THENCE DUE SOUTH 148.430 FEET TO THE EAST-WEST 1/4 SECTION LINE OF SAID SECTION 28; THENCE NORTH 89°56'14" WEST ALONG SAID 1/4 SECTION LINE 1644.497 FEET TO A POINT IN 1700 EAST STREET AS IT PRESENTLY EXISTS, SAID POINT BEING ON THE ARC OF AN 1145.884 FOOT RADIUS CURVE, THE CENTER OF WHICH BEARS SOUTH 81°35'14" EAST; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 4°21'38" A DISTANCE OF 87.209 FEET; THENCE NORTH 12°46'24" EAST ALONG A LINE ESTABLISHED AS THE CENTER LINE OF THE EXISTING RIGHT OF WAY 208.40 FEET TO A POINT OF TANGENCY WITH A 2045.665 FOOT RADIUS CURVE, THE CENTER OF WHICH BEARS NORTH 77°13'36" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 5°35'50", A DISTANCE OF 199.841 FEET; THENCE CONTINUING ALONG SAID ESTABLISHED CENTER LINE NORTH 7°10'34" EAST 219.00 FEET TO A POINT OF TANGENCY WITH A 5713.123 FOOT RADIUS CURVE, THE CENTER OF WHICH BEARS SOUTH 82°49'26" EAST THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 2°00'20" A DISTANCE OF 199.980 FEET; THENCE NORTH 9°10'54" EAST 424.018 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE SOUTH 89°55'44" EAST ALONG SAID SOUTH LINE 33.421 FEET TO A POINT THAT IS 33.00 FEET PERPENDICULARLY DISTANT SOUTHEASTERLY FROM SAID ESTABLISHED CENTER LINE; THENCE NORTH 9°10'54" EAST 20.190 FEET TO A POINT OF TANGENCY WITH A 781.017 FOOT RADIUS CURVE, THE CENTER OF WHICH BEARS SOUTH 80°49'06" EAST; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 18°08'50" A DISTANCE OF 247.371 FEET; THENCE NORTH 27°19'44" EAST PARALLEL WITH SAID ESTABLISHED CENTER LINE AND 33.00 FEET SOUTHEASTERLY FROM, 1051.80 FEET TO A POINT OF TANGENCY WITH A 562.033 FEET RADIUS CURVE, THE CENTER OF WHICH BEARS

NORTH 62°40'16" WEST, THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 10°32'02" A DISTANCE OF 103.33 FEET; THENCE SOUTH 89°55'21" EAST PARALLEL WITH THE NORTH SECTION LINE OF SAID SECTION 28 AND 35.00 FEET SOUTH THERE FROM 500.00 FEET TO THE POINT OF BEGINNING.

PARCEL 9: (28-27-100-002-0000)

BEGINNING 297 FEET SOUTH OF THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE MERIDIAN, RUNNING THENCE EAST 1800 FEET; THENCE SOUTH 341 FEET; THENCE SOUTH 68°41'40" WEST 600 FEET; THENCE NORTH 250 FEET; THENCE SOUTH 68°41'40" WEST 1332.05 FEET; THENCE NORTH 793 FEET, TO BEGINNING.

PARCEL 10: (28-27-100-003-0000)

BEGINNING 1320 FEET SOUTH OF THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE MERIDIAN, RUNNING THENCE EAST 2640 FEET; THENCE NORTH 1023 FEET; THENCE WEST 840 FEET; THENCE SOUTH 341 FEET; THENCE SOUTH 68°41'40" WEST 600 FEET; THENCE NORTH 250 FEET; THENCE SOUTH 68°41'40" WEST 1332.05 FEET; THENCE SOUTH 230 FEET TO THE BEGINNING.

ALL OF TRUSTOR'S RIGHT, TITLE AND INTEREST IN AND TO THAT CERTAIN WATER RIGHT OF RECORD AT THE UTAH DIVISION OF WATER RIGHTS IDENTIFIED AS WATER RIGHT NO. 57-3144, A6805, A17210, AND ANY AND ALL OTHER WATER, WATER RIGHTS, DITCH RIGHTS, AND WATER INTERESTS OF WHATSOEVER KIND OR NATURE, WHICH ARE APPURTENANT TO OR OTHERWISE USED IN CONNECTION WITH THE PROPERTY OF TRUSTOR, INCLUDING, SHARES OF STOCK IN ANY IRRIGATION, DITCH AND/OR CANAL COMPANY, NOW OR HEREAFTER ACQUIRED, AND SPECIFICALLY INCLUDING, WITHOUT LIMITATION, TRUSTOR'S 684 CLASS A SHARES AND TRUSTOR'S 2 CLASS B SHARES IN DRAPER IRRIGATION COMPANY AND/OR WATERPRO, INC., AS THE CASE MAY BE.