

NT-75394-2

Ent 1201469 Bk 2032 Pg 1735  
Date: 9-Aug-2018 02:29 PM Fee \$46.00  
Cache County, UT  
Michael Gleed. Rec. - Filed By TJ  
For NORTHERN TITLE COMPANY

## TRUST DEED

THIS TRUST DEED (hereinafter "*Trust Deed*"), is made this 8<sup>th</sup> day of August, 2018, by and among LOGAN RIVERWALK LAND HOLDINGS, LLC, a Utah limited liability company, as "*Trustor*," whose address is 595 South Riverwoods Parkway, Suite 400, Logan, Utah 84321, NORTHERN TITLE COMPANY, as "*Trustee*," and BE SQUARED, LLC, an Idaho limited liability company, as "*Beneficiary*."

Trustor hereby CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property located in Cache County, State of Utah:

See attached Exhibit "A"

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 belonging, now or hereafter used or enjoyed with such property, or any part thereof (all of the foregoing is hereafter referred to as the "*Property*"), SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits;

FOR THE PURPOSE OF SECURING (a) payment of the indebtedness evidenced by a Promissory Note (hereinafter the "*Note*") dated August 8, 2018, in the principal sum of Five Hundred Thousand Dollars (\$500,000), made by Trustor, and payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and any extensions and/or renewals or modifications herein contained; (b) the performance of each agreement of Trustor herein contained; (c) the payment of such additional loans or advances as hereafter may be made to Trustor, or its successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Trust Deed; and (d) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR AGREES:

1. To keep the Property in good condition and repair; not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Property; not to commit or permit waste thereof; not to commit, suffer or

permit any act upon the Property in violation of law; to do all other acts which form the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general. Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

2. To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on the Property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In the event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to reduction of the indebtedness hereby secured or to the restoration or repair of the Property damaged.

3. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

4. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to the Property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

5. To pay at least ten (10) days before delinquency all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Property; to pay, when due, all encumbrances, charges, and liens with interest on the Property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses of this Trust.

6. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title, employ counsel, and pay its reasonable fees.

7. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of twelve percent (12%) per annum until paid, and the repayment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

8. Should any Property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights or action and proceeds, including the proceeds of any policies of fire and other insurance affecting the Property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

9. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any persons for the payment of the indebtedness secured hereby, Trustee may (a) consent to the making of any map or plat of the Property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or change thereof; (d) reconvey, without warranty, all or any part of the Property. The grantee in any reconveyance may be described as "the person or persons entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

10. As additional security, Trustor hereby assigns Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the Property affected by this Trust Deed and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and shall have the right, with or without taking possession of the Property affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.

11. Upon any default by Trustor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

12. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damages of the Property, and the application or release thereof as aforesaid, shall not cure or invalidate any act done pursuant to such notice.

13. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

14. Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause the Property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein the Property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

15. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such Property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than one day beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its Deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power

of sale and of the sale, including the payment of the Trustee's and attorney's fees; (2) cost of any evidence of title procured in connection with such sale; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at the rate borne by the principal balance under the Note from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

16. Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

17. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of the county in which the Property is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

18. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Trustor hereunder are joint and several. The term "**Beneficiary**" shall mean the owner and holder, including any pledgee, of the note secured hereby. In this Trust Deed, whenever the context requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural.

19. Trustee accepts this Trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Trust Deed or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

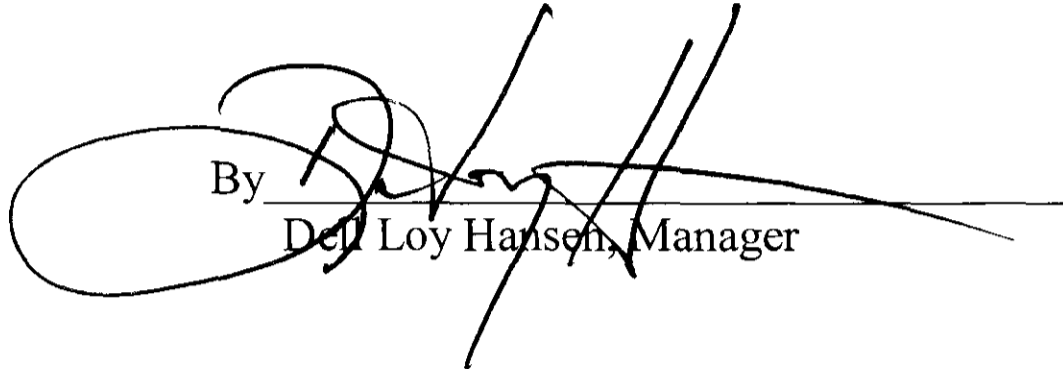
20. This Trust Deed shall be construed according to the laws of the State of Utah.

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

[Signature Page Follows]

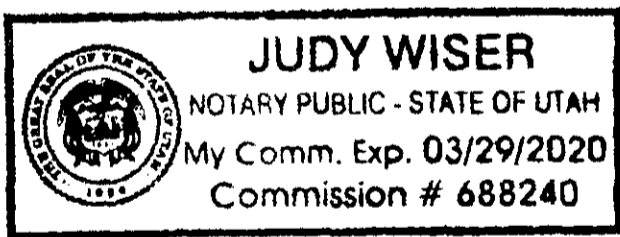
**TRUSTOR:**

LOGAN RIVERWALK LAND HOLDINGS, LLC  
A Utah Limited Liability Company

By   
Dell Loy Hansen, Manager

STATE OF UTAH                    )  
  : ss.  
County of ~~Salt Lake~~ CACHE )

On the 08 day of August, 2018, personally appeared before me Dell Loy Hansen, who, being by me duly sworn, did say that he is the Manager of LOGAN RIVERWALK LAND HOLDINGS, LLC, and that the said instrument was signed in behalf of said Limited Liability Company by authority of a resolution of the Members or its Operating Agreement, and the aforesaid Manager acknowledged to me that said Limited Liability Company executed the same.



  
NOTARY PUBLIC

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

## Exhibit "A"

PARCEL 1: 02-054-0001 492 SOUTH MAIN STREET, LOGAN, UTAH 84321

BEGINNING IN THE EAST LINE OF LOT 5, BLOCK 1, PLAT "D" LOGAN CITY SURVEY 159.50 FEET SOUTH OF THE NORTHEAST CORNER OF LOT 4; THENCE SOUTH 50.88 FEET TO A POINT 18 RODS EAST OF A POINT 12.75 RODS SOUTH OF THE SOUTHWEST CORNER OF LOT 3; THENCE EAST 180 FEET TO A POINT 20 FEET AT A RIGHT ANGLE WITH THE NORTH BANK OF THE LOGAN RIVER AND NORTHEASTERLY TO A POINT 190 FEET EAST OF BEGINNING; THENCE WEST 190 FEET TO BEGINNING.

ALSO: BEGINNING IN THE EAST LINE OF LOT 5; 159.5 FEET SOUTH OF THE NORTHEAST CORNER OF LOT 4; THENCE SOUTH 186 FEET; THENCE NORTHWESTERLY 188 FEET TO A POINT 17 RODS EAST OF THE WEST LINE OF SAID BLOCK AND 20.5 FEET WEST OF BEGINNING; THENCE EAST 20.5 FEET TO BEGINNING.

ALSO: BEGINNING AT A POINT WHICH IS SOUTH 166.5 FEET AND WEST 198 FEET FROM THE NORTHEAST CORNER OF LOT 1, BLOCK 1, SOUTH 81 FEET TO A FENCE LINE; THENCE FOLLOWING THE FENCE LINE SOUTH 54°04' WEST 122 FEET TO THE SOUTHEAST CORNER OF LOT 3; THENCE NORTH 154.3 FEET TO A POINT 99 FEET WEST OF THE POINT OF BEGINNING; THENCE EAST 99 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A RIGHT OF WAY APPROXIMATELY 28 FEET IN WIDTH EXTENDING FROM THE NORTHEAST CORNER OF SAID TRACT, ADJACENT TO THE NORTH BANK OF LOGAN RIVER NORTHEASTERLY TO THE WEST LINE OF FIRST EAST STREET.

PARCEL 1A:

TOGETHER WITH A RIGHT OF WAY APPROXIMATELY 28 FEET IN WIDTH EXTENDING FROM THE NORTHEAST CORNER OF SAID TRACT, ADJACENT TO THE NORTH BANK OF LOGAN RIVER NORTHEASTERLY TO THE WEST LINE OF FIRST EAST STREET.

PARCEL 2: 02-054-0002 492 SOUTH MAIN STREET, LOGAN, UTAH 84321

BEGINNING 12.75 RODS SOUTH OF THE SOUTHWEST CORNER OF LOT 3, BLOCK 1, PLAT "D" LOGAN CITY SURVEY; THENCE SOUTH 4 RODS; THENCE EAST 18 RODS; THENCE NORTH 4 RODS; THENCE WEST 18 RODS TO BEGINNING.

PARCEL 3: 02-054-0004

BEGINNING 128.40 FEET SOUTH OF THE NORTHEAST CORNER OF BLOCK 1, PLAT "D" LOGAN CITY SURVEY; THENCE SOUTH 69°49' WEST 151 FEET SOUTH 52°49' WEST 120.20 FEET SOUTH 7°21' EAST 10 FEET NORTH 84°28' EAST 238 FEET MORE OR LESS, THENCE NORTH 112.2 FEET TO BEGINNING. FURTHER DESCRIBED AS BEING SITUATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 11 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN.

LESS PROPERTY DEEDED TO UDOT AND LOGAN CITY FOR 100 EAST STREET, ENTRY NO. 1022091.



PARCEL 4: 02-054-0005 94 EAST 400 SOUTH, LOGAN, UTAH 84321

COMMENCING AT THE NORTHEAST CORNER OF BLOCK ONE (1) OF PLAT "D" OF LOGAN CITY SURVEY, AND RUNNING THENCE WEST SIXTY-SIX (66) FEET; THENCE SOUTH ONE HUNDRED FIFTY TWO (152) FEET; THENCE NORTHEASTERLY TO A POINT ONE HUNDRED TWENTY-THREE (123) FEET SOUTH OF THE PLACE OF BEGINNING; THENCE NORTH ONE HUNDRED TWENTY-THREE (123) FEET TO THE PLACE OF BEGINNING, AND FURTHER DESCRIBED AS BEING SITUATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 11 NORTH OF RANGE ONE (1) EAST OF THE SALT LAKE BASE AND MERIDIAN.

LESS PROPERTY DEEDED TO UDOT AND LOGAN CITY FOR 100 EAST STREET ENTRY NO. 993153.

PARCEL 5: 02-054-0006 84 EAST 500 SOUTH, LOGAN, UTAH 84321

COMMENCING AT A POINT 4 RODS WEST OF THE NORTHEAST CORNER OF FRACTIONAL LOT 1, PLAT "D", LOGAN CITY SURVEY, AND RUNNING THENCE WEST 4 RODS; THENCE SOUTH TO A SOUTH BOUNDARY OF SAID LOT 1, THENCE NORTHEASTERLY ALONG THE SOUTHERN LINE OF SAID LOT 1, TO A POINT DUE SOUTH OF THE PLACE OF BEGINNING; THENCE NORTH TO THE PLACE OF BEGINNING AND FURTHER DESCRIBED AS SITUATE IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 11 NORTH OF RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN.

PARCEL 6: 02-054-0007 74 EAST 400 SOUTH LOGAN, UTAH 84321

BEGINNING AT A POINT 8 RODS WEST OF THE NORTHEAST CORNER OF FRACTIONAL LOT 1, BLOCK 1, PLAT "D" LOGAN CITY SURVEY AND RUNNING THENCE WEST 4 RODS; THENCE SOUTH 14 RODS; THENCE NORTHEASTERLY TO A POINT 11 RODS SOUTH OF THE PLACE OF BEGINNING; THENCE NORTH 11 RODS TO THE PLACE OF BEGINNING AND SITUATE IN THE NORTHEAST QUARTER OF SECTION 4 AND THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 11 NORTH OF RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN.

PARCEL 7: 02-054-0020 470 SOUTH MAIN STREET, LOGAN, UTAH 84321

BEGINNING 3.25 RODS SOUTH OF THE SOUTHWEST CORNER OF LOT 3, BLOCK 1, PLAT "D" LOGAN CITY SURVEY; THENCE EAST 18 RODS; THENCE SOUTH 3.25 RODS; THENCE WEST 18 RODS; THENCE NORTH 3.25 RODS TO BEGINNING AND BEING SITUATE IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 11 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN.

PARCEL 8: 02-054-0021 478 SOUTH MAIN STREET, LOGAN, UTAH 84321

BEGINNING 6.5 RODS SOUTH OF THE SOUTHWEST CORNER OF LOT 3, BLOCK 1, PLAT "D" LOGAN CITY SURVEY; THENCE EAST 18 RODS; THENCE SOUTH 3.25 RODS; THENCE WEST 18 RODS; THENCE NORTH 3.25 RODS TO BEGINNING AND BEING SITUATE IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 11 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN.

PARCEL 9: 02-054-0022 490 SOUTH MAIN STREET, LOGAN UTAH 84321

BEGINNING AT A POINT 9.75 RODS SOUTH OF THE SOUTHWEST CORNER OF LOT 3, BLOCK 1, PLAT "D" LOGAN CITY SURVEY AND RUNNING THENCE SOUTH 3 RODS; THENCE EAST 17 RODS; THENCE NORTH 3 RODS; THENCE WEST 17 RODS TO THE POINT OF BEGINNING, AND SITUATE IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 11 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN.

PARCEL 10: 02-054-0023 504 SOUTH MAIN STREET LOGAN, UTAH 84231

BEGINNING AT A POINT 16 RODS AND 7.375 FEET SOUTH OF THE SOUTHWEST CORNER OF LOT 3, BLOCK 1, PLAT "D" OF LOGAN CITY SURVEY, AND RUNNING THENCE SOUTH 3.5 RODS; THENCE EAST 18 RODS; THENCE NORTH 3.5 RODS; THENCE WEST 18 RODS TO THE PLACE OF BEGINNING, AND FURTHER DESCRIBED AS SITUATE IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 11 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN.

PARCEL 11: 02-054-0024 506 SOUTH MAIN STREET, LOGAN, UTAH 84321

BEGINNING AT A POINT 19 RODS AND 15.625 FEET SOUTH OF THE SOUTHWEST CORNER OF LOT 3, BLOCK 1, PLAT "D", LOGAN CITY SURVEY, AND RUNNING THENCE EAST 139 FEET; THENCE SOUTH 3.5 RODS; THENCE WEST 139 FEET TO THE WEST LINE OF SAID BLOCK; THENCE NORTH ON THE WEST LINE OF SAID BLOCK 3.5 RODS TO THE PLACE OF BEGINNING.

SUBJECT TO A RIGHT OF WAY OVER THE SOUTH 12 FEET OF THE ABOVE DESCRIBED PROPERTY.

PARCEL 12: 02-054-0025 540 SOUTH MAIN LOGAN, UT 84321

LOT 2, KOHN SMITH SUBDIVISION, AS SHOWN BY THE OFFICIAL PLAT THEREOF FILED SEPTEMBER 3, 1999, AS FILING NO. 723507, IN THE OFFICE OF THE RECORDER OF CACHE COUNTY, UTAH.

SUBJECT TO A RIGHT OF WAY OVER THE NORTH 30 FEET FOR LOT 1 SAID SUBDIVISION.

PARCEL 13: 02-054-0027 516 SOUTH MAIN LOGAN, UT 84321

LOT 1, KOHN SMITH SUBDIVISION, AS SHOWN BY THE OFFICIAL PLAT THEREOF FILED SEPTEMBER 3, 1999, AS FILING NO. 723507, IN THE OFFICE OF THE RECORDER OF CACHE COUNTY, UTAH.

PARCEL 13A:

TOGETHER WITH A RIGHT OF WAY FOR INGRESS AND EGRESS ACROSS THE NORTH 30 FEET OF LOT 2 SAID SUBDIVISION.

PARCEL 14: 02-054-0028

BEGINNING AT A POINT 18 RODS EAST OF A POINT 12.75 RODS SOUTH OF THE SOUTHWEST CORNER OF LOT 3, BLOCK 1, PLAT "D" LOGAN CITY SURVEY AND BEING SITUATE IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 11 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 182.5 FEET, MORE OR LESS TO NORTH BANK OF LOGAN RIVER; THENCE NORTHEASTERLY FOLLOWING MEANDERINGS OF SAID RIVER TO A POINT DUE EAST OF BEGINNING; THENCE WEST 180 FEET, MORE OR LESS TO BEGINNING.

PARCEL 14A:

TOGETHER WITH A RIGHT-OF-WAY APPROXIMATELY 28 FEET IN WIDTH EXTENDING FROM THE NORTHEAST CORNER OF SAID TRACT, ADJACENT TO THE NORTH BANK OF LOGAN RIVER NORTHEASTERLY TO THE WEST LINE OF FIRST EAST STREET.

PARCEL 15: 02-054-0029

BEGINNING 19 RODS 15.62 FEET SOUTH AND 139 FEET EAST OF THE SOUTHWEST CORNER OF LOT 3, BLOCK 1, PLAT "D" LOGAN CITY SURVEY; THENCE EAST 9 RODS 9.5 FEET; THENCE SOUTH 1 ROD; THENCE SOUTHWESTERLY ALONG BANK OF RIVER TO A POINT 3.5 RODS SOUTH AND DUE EAST OF BEGINNING; THENCE WEST TO A POINT DUE SOUTH OF BEGINNING; THENCE NORTH 3.5 RODS TO BEGINNING.

PARCEL 15A:

TOGETHER WITH A RIGHT-OF-WAY FURTHER DESCRIBED AS BEING SITUATE IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 11 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN.

PARCEL 16: 02-054-0030

BEGINNING 240.60 FEET SOUTH OF THE NORTHEAST CORNER OF BLOCK 1, PLAT "D" LOGAN CITY SURVEY, AND RUNNING THENCE SOUTH 84°28' WEST 238 FEET; THENCE SOUTH 7°21' EAST 102 FEET; THENCE WEST 72 FEET; THENCE SOUTH 126.6 FEET; THENCE EAST 190 FEET TO THE NORTH BANK OF LOGAN RIVER; THENCE NORTHEASTERLY ALONG RIVER TO A POINT 132.4 FEET SOUTH OF BEGINNING; THENCE NORTH 132.4 FEET TO BEGINNING.

ALSO: BEGINNING SOUTH 84°28" WEST 238 FEET FROM A POINT SOUTH 240.6 FEET FROM THE NORTHEAST CORNER OF SAID BLOCK 1, SOUTH 7°21' EAST 102 FEET; THENCE WEST 72 FEET; THENCE NORTH 3.25 RODS NORTHEASTERLY 75 FEET TO BEGINNING. FURTHER DESCRIBED AS BEING SITUATED IN THE NORTHEAST QUARTER OF SECTION 4 AND THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 11 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN.

LESS PROPERTY DEEDED TO UDOT AND LOGAN CITY FOR 100 EAST STREET ENTRY NO. 1022091.

SUBJECT TO A RIGHT OF WAY APPROXIMATELY 28 FEET IN WIDTH EXTENDING FROM THE NORTHEAST CORNER OF 02-054-0028, ADJACENT TO THE NORTH BANK OF LOGAN RIVER NORTHEASTERLY TO THE WEST LINE OF FIRST EAST STREET.