

WHEN RECORDED MAIL TO: E 128384 B 304 P 139
Date 14-Feb-2013 11:56AM
Fee: \$137.00 ACH
Filed By: CB
BRENDA NELSON, Recorder
MORGAN COUNTY
For: LINCOLN TITLE INSURANCE AGENCY
Recorded Electronically by Simplifile

E 127819 B 302 P 1387
Date 10-Dec-2012 04:08PM
Fee: \$137.00 ACH
Filed By: CB
BRENDA NELSON, Recorder
MORGAN COUNTY
For: LINCOLN TITLE INSURANCE AGENCY
Recorded Electronically by Simplifile

DEED OF TRUST

This TRUST DEED made this 7th day of December 2012 between NA MORGAN DEVELOPMENT, LLC, a Utah limited liability company, as Trustor, whose address is 1188 Sportsplex Drive, Suite 203, Kaysville, Utah 84037, Founders Title Company, as Trustee, and HILL FIELD III HOLDING, L.C. a Utah limited liability company and THE LAEL WALL LIVING TRUST, as Beneficiaries, (hereinafter collectively referred to in the singular as the "Beneficiary") whose collective address is P.O. Box 2000, Layton, Utah 84041.

WITNESSETH: THAT TRUSTOR CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, property situated in MORGAN County, State of Utah, (the "Property"), and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Being re-recorded to correct Trustor and legal description for Parcels 6 and 11
Together with all buildings, fixture and improvements thereon and all water rights, rights of way, easements, rents, and issues, profits, income tenements, hereditaments, privileges and appurtenances hereunto belonging, now or hereafter used or enjoyed with said property, or any part thereof, 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 (1) payment of the indebtedness evidenced by a Promissory Note (hereinafter the "Note") of even date herewith, in the principal sum of _____ made by Trustor, 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 thereof; (2) the performance of each agreement of Trustor herein contained; (3) the payment of such additional loans or advances as hereafter may be made to Trustor, or his successors or assigns, when evidenced by a Promissory Note or Notes reciting that they are secured by this Trust Deed; and (4) 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 said 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 said property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general; and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Trustor further agrees:

ACCOMMODATION RECORDING ONLY
LINCOLN TITLE INSURANCE AGENCY, INC.
MAKES NO REPRESENTATION AS TO CONDITION
OF TITLE, NOR DOES IT ASSUME ANY
RESPONSIBILITY FOR VALIDITY, SUFFICIENCY
OR AFFECT OF DOCUMENT.

(a). To commence the process of finishing construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and

(b). To allow Beneficiary to inspect said property at all times during construction.

Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this 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 said 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 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 thereof, the title to said property, or the rights of 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 all taxes, insurance and assessment of every kind of nature as and when due.

6. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation to do so 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 said 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 reasonable legal 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 borne by the principal balance under the Note until paid, and the repayment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

8. Should said 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 of 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 said 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 of 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 said 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 charge thereof; (d) reconvey, without warranty, all or any part of said 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, 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 Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues, and profits. Failure to 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 said 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 said 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 said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder 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 said property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said property or some part of 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 the notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said 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 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 said 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 trustfulness thereof. Any person, including Beneficiary, may bid at the same. 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 evidence of title procured in connection with such sale; (2) 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; (3) 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 each county in which the Property or some part hereof is situated, a substitution of Trustee. From the time the substitution is filed for record, the new Trustee shall succeed to all 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 in which the Property is located.

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

The parties hereto agree to the terms and conditions of this Deed of Trust.

SIGNATURE OF TRUSTOR

NA Morgan Development, LLC

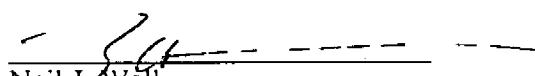
By: Wasatch West, L.C.,

Its: Manager

By: Evergreen Holding, LLC,

Its: Authorized Member

By:


Neil J. Wall
Its: Manager

STATE OF UTAH)
ss.
COUNTY OF WEBER)

On the 7th day of December 2012, personally appeared before me NA Morgan Development, LLC, By: Wasatch West, L.C., Its: Manager, By: Evergreen Holding, LLC, Its: Authorized Member, By: Neil J. Wall, Its: Manager, who by me duly sworn did say that said instrument was signed on behalf of said Limited Liability Company, by authority of Neil J. Wall, Its: Manager, and that he duly acknowledged to me that said Limited Liability Company executed the same.

Carrie L. Brough
Notary Public

My Commission Expires:

APPROVED AS TO FORM:

Lael Wall Living Trust
By: Neil J. Wall, Trustee



Acknowledgement for Re-Recording

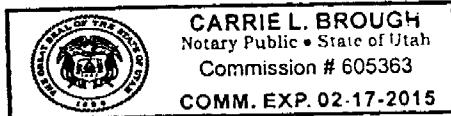
***Document is being re-recorded to correct the Trustees name and the Legal Description for
Parcels 6 and 11***

NA Morgan Development, LLC
By: Wasatch West, L.C.
 Its: Manager
By: Evergreen Holding, LLC
 Its: Authorized member
 By:

John
Neil J. Wall
Its: Manager

STATE OF UTAH)
COUNTY OF WEBER)
SS

On the 13th day of Feb., 2013, personally appeared before me NA Morgan Development, LLC, By: Wasatch West, L.C., Its: Manager, By: Evergreen Holding, LLC, Its: Authorized Member, By: Neil J. Wall, Its: Manager, who by me duly sworn did say that said instrument was signed on behalf of said Limited Liability Company, by authority of Neil J. Wall, Its: Manager, and that he duly acknowledged to me that said Limited Liability Company executed the same.



Notary Public

Charles H. Brown Jr.
Public

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REQUEST FOR FULL RECONVEYANCE

(To be used only when indebtedness secured hereby has been paid in full)

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Trust Deed. Said note, together with all other indebtedness secured by said Trust Deed has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Trust Deed, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Trust Deed delivered to you herewith, together with the said Trust Deed, and to reconvey, without warranty, to the parties designated by the terms of said Trust Deed, all of the estate now held by you thereunder.

DATED \_\_\_\_\_

Mail reconveyance to:

**NA Morgan Development, LLC**  
**P.O. Box 2000**  
**Layton, Utah 84041**

EXHIBIT "A"

**PARCEL 1:** (Serial No(s). 06-VALV1-0001 THRU 0023 Parcel(s) 00-0073-7814 THRU 7836) - LOTS 1, 2, 3-R, 4-R, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23, VALLEY VISTA ESTATES SUBDIVISION PHASE ONE, MORGAN COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

**PARCEL 2:** (Serial No(s). 06-MRIDG3-0025 THRU 0038 Parcel(s) 00-0073-7652 THRU 7665) - LOTS 25-R, 26-R, 27-R, 28-R, 29-R, 30-R, 31-R, 32-R, 33-R, 34-R, 35-R, 36-R, 37 and 38-R, MAHOGANY RIDGE SUBDIVISION PHASE THREE, MORGAN COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

**PARCEL 3:** (Serial No(s). 06-MTV1-0001 THRU 0005 Parcel(s) 00-0073-7573 THRU 7577) - LOTS 1, 2, 3, 4, and 5, MOUNTAIN VISTA ESTATES SUBDIVISION PHASE ONE, MORGAN COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

**PARCEL 4:** (Serial No. 06-291 Parcel 00-0063-4107; Serial No. 06-291-01 Parcel 00-0063-9561; Serial No. 06-291-02 Parcel 00-0063-9723; Serial No. 06-291-03 Parcel 00-0065-8298; Serial No. 06-291-04 Parcel 00-0074-3830)

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN. LESS AND EXCEPTING THEREFROM: MAHOGANY RIDGE SUBDIVISION PHASE ONE, TWO AND THREE AND QUAIL HOLLOW PHASE ONE.

**PARCEL 5:** (Serial No. 06-286-001 Parcel 00-0063-4026)

A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT WHICH BEARS SOUTH 1320 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 26, AND RUNNING THENCE SOUTH 524.5 FEET; (THE LAST 300 FEET, MORE OR LESS, OF THIS COURSE IS ALONG AN OLD OLD ESTABLISHED FENCE ON THE SECTION LINE; THENCE SOUTH 37°15' WEST 481.0 FEET ALONG THE WESTERLY SIDE OF A MOUNTAIN ROAD TO THE STATE HIGHWAY; THENCE ALONG SAID HIGHWAY NORTH 58°53' WEST 269.25 FEET; THENCE NORTH 35°50' EAST 115 FEET; THENCE NORTH 58°53' WEST 269.25 FEET TO THE DON T. MALAN PROPERTY AS DEEDED IN BOOK R, AT PAGE 284; THENCE NORTH 35°50' EAST 661 FEET; THENCE EAST 298 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING THEREFROM: QUAIL HOLLOW PHASE ONE, QUAIL HOLLOW PHASE ONE (A), MAHOGANY RIDGE PHASE ONE SUBDIVISION AND MAHOGANY RIDGE SUBDIVISION PHASE THREE.

**PARCEL 6:** (Serial No. 06-290-001 Parcel 00-0063-4288) *See below*  
A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND

MERIDIAN; BEGINNING AT A POINT WHICH BEARS SOUTH 1320.0 FEET AND WEST 298.0 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 26, AND RUNNING THENCE SOUTH 35°50' WEST 776.0 FEET TO THE STATE ROAD; THENCE ALONG SAID ROAD NORTH 55°52' WEST 350.0 FEET; THENCE LEAVING SAID ROAD NORTH 35°50' EAST 531.0 FEET; THENCE EAST 431.6 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPTING THEREFROM: MAHOGANY RIDGE SUBDIVISION PHASE THREE AND MAHOGANY RIDGE PHASE ONE SUBDIVISION, ALSO LESS AND EXCEPTING THEREFROM TAX SERIAL NO. 06-290-001-1 DESCRIBED AS FOLLOWS: A PART OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT THE MOST NORTHERLY CORNER OF MAHOGANY RIDGE SUBDIVISION PHASE 3 ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE MORGAN COUNTY RECORDER, SAID POINT BEING WEST 516.25 FEET AND SOUTH 1087.48 FEET FROM THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, THENCE SEVEN COURSES ALONG SAID SUBDIVISION AS FOLLOWS: SOUTH 58°17'05" WEST 108.26 FEET AND SOUTH 63°50'03" WEST 134.59 FEET AND NORTH 84°38'14" WEST 137.69 FEET AND NORTH 70°40'31" WEST 99.83 FEET AND SOUTH 75°14'43" WEST 332.10 FEET AND SOUTH 00°04'41" WEST 196.76 FEET TO THE NORTHERLY LINE OF CEDAR HOLLOW SUBDIVISION; THENCE SOUTH 56°06'52" EAST 346.40 FEET TO THE SOUTHEASTERLY CORNER OF LOT 27-R OF SAID SUBDIVISION AND RUNNING THENCE SOUTH 33°03'28" EAST 301.02 FEET MORE OR LESS TO THE INTERSECTION OF THE NORTHERLY LINE OF 700 EAST STREET AND THE WESTERLY LINE OF GREAT VIEW DRIVE, THE TRUE POINT OF BEGINNING AND A TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY 22.17 FEET ALONG SAID CURVE TO A TANGENT LINE TO THE LEFT (R=15.00, D=84°40'39", T=13.67, CH=20.21, CHB=NORTH 78°55'01" EAST); THENCE NORTH 36°34'41" EAST 17.51 FEET TO A TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY 35.15 FEET ALONG SAID CURVE TO A TANGENT CURVE TO THE RIGHT (R=180.00, D=11°11'19", T=17.63, CH=35.09, CHB=NORTH 42°10'20" EAST); THENCE NORTHEASTERLY 161.50 FEET ALONG SAID CURVE TO A TANGENT TO THE LEFT (R=120.00, D=77°06'36", T=95.64, CH=149.58, CHB=NORTH 09°12'42" EAST); THENCE NORTHWESTERLY 56.01 FEET ALONG SAID CURVE TO A NON-TANGENT LINE TO THE RIGHT (R=180.00, D=17°19'47", T=28.24, CH=55.79, CHB=NORTH 20°25'42" WEST); THENCE NORTH 70°25'34" WEST 211.13 FEET; THENCE SOUTH 20°42'47" WEST 66.64 FEET MORE OR LESS TO THE NORTHERLY LINE OF THE DENNIS WOOLSEY PROPERTY SERIAL NO. 04-290-003; THENCE SOUTH 56°06'52" EAST 31.15 FEET MORE OR LESS TO THE NORTHEAST CORNER OF THE SAID WOOLSEY TRACT; THENCE SOUTH 35°50'00" WEST 112.03 FEET MORE OR LESS ALONG THE EASTERN LINE OF THE WOOLSEY TRACT TO THE NORTHERLY LINE OF 700 EAST STREET; THENCE SOUTH 54°45'04" EAST 249.04 FEET TO THE POINT OF BEGINNING.

PARCEL 7: (Serial No. 06-290-002-1 Parcel 00-0065-7874)

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E 128384 B 304 P 148

A PART OF SECTION 26, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. BEGINNING AT A POINT ON THE SOUTH SIDE OF 700 EAST STREET WHICH IS NORTH 699.0 FEET AND WEST 865.0 FEET FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION AND RUNNING ALONG SAID STREET NORTH 57°54'25" WEST 33.72 FEET; THENCE SOUTH 35°51'54" WEST 190.0 FEET; THENCE NORTH 57°54'20" WEST 147.0 FEET; THENCE SOUTH 42° WEST 273.0 FEET; THENCE NORTH 64° WEST 125.0 FEET; THENCE SOUTH 35°37' WEST 536.0 FEET MORE OR LESS TO THE NORTH BOUNDARY LINE OF STATE HIGHWAY; THENCE ALONG STATE HIGHWAY SOUTH 60° EAST 439.80 FEET; THENCE NORTH 35°37' EAST 493.80 FEET; THENCE SOUTH 55°50' EAST 40.0 FEET; THENCE NORTH 37° EAST 325.0 FEET; THENCE NORTH 56°12'47" WEST 37.79 FEET; THENCE NORTH 35°34'33" EAST 24.44 FEET; THENCE NORTH 10°29'59" EAST 7.63 FEET; THENCE NORTH 56°18'08" WEST 110.50 FEET; THENCE NORTH 35°51'39" EAST 140.0 FEET MORE OR LESS TO THE POINT OF BEGINNING. LESS AND EXCEPTING AMOUNTS SOLD, MOUNTAIN VISTA ESTATES SUBDIVISION PHASE ONE AND LESS SERIAL NO. 04-288-005.

**PARCEL 8:** (Serial No. 06-290-002-2 Parcel 00-0072-4947)  
A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN. BEGINNING AT THE CENTER OF SAID NORTHEAST QUARTER AND RUNNING THENCE EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER TO MAHOGANY RIDGE SUBDIVISION PHASE THREE; THENCE SOUTHERLY ALONG SAID MAHOGANY RIDGE SUBDIVISION PHASE THREE TO THE NORTHERLY LINE OF CEDAR HOLLOW SUBDIVISION; THENCE NORTHWESTERLY ALONG CEDAR HOLLOW SUBDIVISION TO THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTHERLY TO THE POINT OF BEGINNING.

**PARCEL 9:** (Serial No. 06-290-002-3 Parcel 00-0072-5288)  
A PART OF THE SOUTH 1/2 OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, BEGINNING AT THE NORTHEAST CORNER OF THE DEANNE M. THACKERAY PROPERTY AS DEEDED IN BOOK M111, AT PAGE 522 SAID POINT BEING SOUTH 00°00'00" WEST 1941.27 AND NORTH 90°00'00" WEST 897.97 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 26, SAID POINT ALSO BEING NORTH 00°00'00" EAST 3380.19 FEET ALONG THE SECTION LINE AND NORTH 90°00'00" WEST 897.97 FEET TO A POINT ON THE SOUTHERLY LINE OF 700 EAST STREET FROM THE SOUTHEAST CORNER OF SAID SECTION 26, AND SOUTH 35°51'39" WEST 154.35 FEET TO THE TRUE POINT OF BEGINNING AND RUNNING THENCE NORTH 56°18'08" WEST 149.35 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF THE DEANNE M. THACKERAY PROPERTY AS DEEDED IN BOOK M111, AT PAGE 522; THENCE NORTH 57°54'24" WEST 195.76 FEET; THENCE SOUTH 34°59'35" WEST 860.24 FEET MORE OR LESS TO THE NORTHERLY LINE OF THE INTERSTATE HIGHWAY; THENCE SOUTH 61°20'19" EAST ALONG

SOUTH HIGHWAY RIGHT OF WAY 40.31 FEET MORE OR LESS TO THE  
WESTERLY LINE OF MT. JOY LLC PROPERTY AS DEEDED IN BOOK 180, AT  
PAGE 342, AND RUNNING THENCE ALONG THE MT. JOY LLC PROPERTY THE  
FOLLOWING 5 COURSES: NORTH 35°37'00" EAST 536 FEET; THENCE SOUTH  
64°00'00" EAST 125 FEET; THENCE NORTH 42°00'00" EAST 273 FEET; THENCE  
SOUTH 57°54'20" EAST 142.10 FEET; THENCE NORTH 35°22'50" EAST 35.42 FEET  
MORE OR LESS TO THE POINT OF BEGINNING. LESS AND EXCEPTING  
THEREFROM MOUNTAIN VISTA ESTATES SUBDIVISION PHASE ONE.

PARCEL 10: (Serial No. 06-290-002-5 Parcel 00-0074-4178)  
A PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 26,  
TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S.  
SURVEY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER  
OF LOT 2, CEDAR HOLLOW SUBDIVISION, ACCORDING TO THE OFFICIAL  
PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE MORGAN  
COUNTY RECORDER, SAID POINT OF BEING ON THE SOUTHERLY RIGHT OF  
WAY LINE OF OLD HIGHWAY ROAD 30-S, 2122.07 FEET SOUTH 31°49'01" WEST  
OF THE NORTHEAST CORNER OF SAID SECTION 26, (BEARING BASE IS NORTH  
00°00'00" EAST 5321.53 FEET ON THE EAST LINE OF SAID SECTION 26, TO  
MATCH PREVIOUS SURVEYS ON THE SOUTH SIDE OF THE ROAD); AND  
RUNNING THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 2, SOUTH  
33°36'07" WEST 117.62 FEET; THENCE NORTH 56°23'53" WEST 45.10 FEET;  
THENCE SOUTH 33°36'07" WEST 32.38 FEET, TO THE TRUE POINT OF  
BEGINNING AND RUNNING THENCE NORTH 33°36'07" EAST 32.38 FEET;  
THENCE NORTH 56°23'53" WEST 59.90 FEET TO THE SOUTHWEST CORNER OF  
LOT 2, CEDAR HOLLOW SUBDIVISION; THENCE NORTH ALONG THE  
WESTERLY LINE OF SAID LOT NORTH 33°36'07" EAST 115.00 FEET TO THE  
NORTHWEST CORNER OF SAID LOT 2, SAID POINT BEING ON THE SOUTHERLY  
LINE OF OLD HIGHWAY ROAD; THENCE NORTH 57°47'49" WEST 145 FEET  
ALONG THE SOUTHERLY LINE OF OLD HIGHWAY ROAD; THENCE NORTH  
59°57'32" WEST 393.20 FEET MORE OR LESS TO THE WESTERLY LINE OF SAID  
THACKERAY TRACT; THENCE SOUTH 34°30'00" WEST (CITY ANNEXATION  
RECORD SHOWS SOUTH 32°47'41" WEST) 396 FEET; THENCE SOUTH 59°57'32"  
EAST 552.5 FEET MORE OR LESS; THENCE NORTH 34°59'35" EAST 240.5 FEET  
MORE OR LESS; THENCE SOUTH 57°54'24" EAST 46 FEET MORE OR LESS TO  
THE POINT OF BEGINNING. SUBJECT TO RIGHT OF WAY RESERVED BY THE  
GRANTOR A RIGHT OF WAY FOR INGRESS AND EGRESS OVER THE SUBJECT  
PROPERTY TO THE GRANTORS REMAINING PROPERTY TO THE SOUTH. LESS  
AMOUNT SOLD. LESS TAX ID 04-290-002-4.

~~PARCEL 11: (Serial No. 06-288 Parcel 00-0063-4773) See Below~~  
~~THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING WITHIN  
THE MORGAN CITY, UTAH SPECIAL IMPROVEMENT DISTRICT NO. 2000-1:  
COMMENCING 7.20 CHAINS NORTH AND 7.20 CHAINS WEST OF THE~~

~~SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26,  
TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN;  
THENCE SOUTH 37° WEST 52.25 CHAINS; THENCE NORTH ON WEBER RIVER 62°  
WEST 4.10 CHAINS; THENCE NORTH 35°30' EAST 51.75 CHAINS TO COUNTY  
ROAD; THENCE ALONG SAID ROAD ~~SOUTH 57° EAST 5.10 CHAINS~~ TO THE  
POINT OF BEGINNING. LESS AND EXCEPTING THEREFROM TAX ID(S)  
04-288-001, 04-288-002, 04-288-003, 04-288-004 AND MORGAN CITY CEMETERY TAX  
ID 04-288-001-NA. ALSO LESS ANY PORTION LYING WITHIN 06-290-002-01. ALSO  
LESS ANY PORTION LYING SOUTHERLY OF THE NORTHERLY LINE OF  
INTERSTATE HIGHWAY AND ANY PORTION LYING WITHIN 700 EAST STREET.~~

**PARCEL 12:** (Serial No. 06-289 Parcel 00-0063-4511)

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING WITHIN  
THE MORGAN CITY, UTAH SPECIAL IMPROVEMENT DISTRICT NO. 2000-1:  
BEGINNING 4.70 CHAINS WEST AND 5.75 CHAINS NORTH OF THE SOUTHEAST  
CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 26, TOWNSHIP 4  
NORTH, RANGE 2 EAST, RUNNING THENCE SOUTH 37° WEST 46.50 CHAINS;  
THENCE NORTH 62° WEST 2.96 CHAINS; THENCE NORTH 37° EAST 49.50  
CHAINS; THENCE SOUTH 57° EAST 2.96 CHAINS TO THE POINT OF BEGINNING.  
LESS AND EXCEPTING THEREFROM MORGAN CITY CEMETERY TAX ID  
04-288-001-NA, ALSO LESS TAX ID 04-288-001 ALSO LESS TAX ID 06-289-01-NA  
ALSO LESS ANY PORTION LYING SOUTH OF THE NORTH LINE OF THE  
INTERSTATE HIGHWAY AND ANY PORTION LYING WITHIN 700 EAST STREET.

**PARCEL 13:** (Serial No. 06-311-001 Parcel 00-0063-3945)

BEGINNING AT A POINT WHICH BEARS NORTH 2507.0 FEET AND EAST 589.8  
FEET FROM THE SOUTHWEST CORNER STONE OF SECTION 25, TOWNSHIP 4  
NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING  
THENCE NORTH 40°05' EAST 210.8 FEET; THENCE NORTH 47°35' WEST 139.0  
FEET; THENCE SOUTH 34°25' WEST 52.0 FEET; THENCE NORTH 62°40' WEST  
166.5 FEET; THENCE NORTH 54°30' WEST 207.0 FEET; THENCE NORTH 31°16'  
WEST 286.0 FEET; THENCE NORTH 54°00' WEST 159.0 FEET TO THE SECTION  
LINE; THENCE ALONG SAID LINE NORTH 736.3 FEET TO THE 40 ACRE  
CORNER; (THE WEST BOUNDARY OF THE SAID SECTION 25 MEASURES 5320.0  
FEET); THENCE EAST ON 40 ACRE LINE 1320.0 FEET THENCE SOUTH 1291.84  
FEET; THENCE SOUTH 51°00' WEST 323.62 FEET; THENCE NORTH 52°50' WEST  
233.0 FEET; THENCE NORTH 47°30' WEST 60.0 FEET; THENCE SOUTH 42°00'  
WEST 292.5 FEET TO THE STATE ROAD; THENCE ALONG SAID ROAD NORTH  
47°30' WEST 72.0 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING  
THEREFROM THAT PORTION DEEDED TO DANIEL BUTLER AND MICHELLE  
BUTLER DESCRIBED AS FOLLOWS: BEGINNING AT AN EXISTING FENCE  
CORNER, SAID POINT BEING 2467.50 FEET SOUTH AND 720.17 FEET EAST OF  
THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 4 NORTH, RANGE 2  
EAST, SALT LAKE BASE & MERIDIAN (BASIS OF BEARING = SOUTH 00°50'13"  
EAST ALONG THE SECTION LINE FROM SAID CORNER); THENCE AS  
FOLLOWS: SOUTH 50°25'25" EAST 144.71 FEET ALONG AN EXISTING FENCE;

THENCE SOUTH  $39^{\circ}14'57''$  WEST 106.67 FEET TO THE NORTHEAST CORNER OF THE WRIGHT/BUTLER PROPERTY; THENCE NORTH  $48^{\circ}18'24''$  WEST 139.03 FEET ALONG THE NORTH LINE OF THE WRIGHT/BUTLER PROPERTY TO THE NORTHWEST CORNER OF SAID PROPERTY; THENCE NORTH  $35^{\circ}59'00''$  EAST 101.73 FEET TO THE POINT OF BEGINNING. ALSO LESS AND EXCEPTING THAT PORTION DESCRIBED IN BOOK M152, PAGE 175 - TAX ID 04-311-001-NA AS FOLLOWS: PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN U.S. SURVEY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS SOUTH  $00^{\circ}50'13''$  EAST ALONG THE SECTION LINE 1329.38 FEET AND NORTH  $89^{\circ}09'47''$  EAST 450.24 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 25; THENCE NORTH  $88^{\circ}52'58''$  EAST 106.23 FEET TO A FENCE CORNER; THENCE NORTH  $89^{\circ}03'26''$  EAST ALONG A FENCELINE 109.89 FEET TO THE EXISTING POWER LINE; THENCE SOUTH  $37^{\circ}01'39''$  WEST ALONG SAID LINE 139.44 FEET; THENCE SOUTH  $88^{\circ}52'58''$  WEST 130.00 FEET; THENCE NORTH  $01^{\circ}07'02''$  WEST 110.00 FEET TO THE POINT OF BEGINNING. ALSO LESS: MAHOGANY RIDGE PHASE ONE SUBDIVISION. ALSO LESS: THAT PORTION DESCRIBED IN BOOK 186, PAGE 1047 LYING WITHIN TAX ID 06-311-001-2 AS FOLLOWS: A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORGAN COUNTY, UTAH. COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER SAID SECTION 25 AND RUNNING THENCE EAST 25 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF A MORGAN COUNTY ROAD WHICH IS THE TRUE POINT OF BEGINNING; AND RUNNING THENCE EAST 400 FEET; THENCE SOUTH 554.0 FEET; THENCE NORTH  $81^{\circ}$  WEST 408 FEET, MORE OR LESS, TO THE EASTERLY SIDE OF SAID MORGAN COUNTY ROAD; THENCE NORTH ALONG ROAD 490.20 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. ALSO LESS: THAT PORTION DESCRIBED IN BOOK 188, PAGE 428 - TAX ID 04-268 & 06-311-001-3 AS FOLLOWS: PART OF THE NORTHEAST QUARTER OF SECTION 26 AND THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT WHICH BEARS SOUTH  $0^{\circ}50'13''$  EAST 2015.94 FEET ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING: SOUTH  $00^{\circ}50'13''$  EAST FROM SAID NORTHWEST CORNER OF SAID SECTION 25 TO THE SOUTHWEST CORNER OF SECTION 25), AND RUNNING THENCE NORTH  $83^{\circ}48'24''$  WEST 35.65 FEET; THENCE NORTH  $49^{\circ}04'04''$  WEST 44.61 FEET; THENCE SOUTH  $37^{\circ}30'$  WEST 100.0 FEET; THENCE SOUTH  $47^{\circ}35'$  EAST 198.60 FEET; THENCE NORTH  $58^{\circ}00'00''$  EAST 110.0 FEET; THENCE NORTH  $37^{\circ}01'01''$  EAST 84.41 FEET; THENCE NORTH  $65^{\circ}49'37''$  WEST 100.29 FEET; THENCE NORTH  $78^{\circ}59'26''$  WEST 70.50 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. ALSO LESS: THAT PORTION DESCRIBED IN BOOK 201, PAGE 944 - TAX ID 06-311-001-04 AS FOLLOWS: A PIECE OF LAND, WHICH IS SITUATED IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 NORTH RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARY OF

SAID PIECE OF LAND IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS SOUTH  $0^{\circ}50'13''$  EAST 1384.95 FEET ALONG THE SECTION LINE AND EAST 91.22 FEET FROM THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING, SOUTH  $0^{\circ}50'13''$  EAST FROM SAID NORTHWEST CORNER OF SAID SECTION 25 TO THE SOUTHWEST CORNER OF SECTION 25), AND RUNNING THENCE NORTH  $89^{\circ}00'53''$  EAST 200.00 FEET; THENCE SOUTH  $00^{\circ}59'07''$  EAST 26.00 FEET; THENCE NORTH  $89^{\circ}00'53''$  EAST 40.00 FEET; THENCE NORTH  $00^{\circ}59'07''$  WEST 71.00 FEET; THENCE NORTH  $89^{\circ}00'53''$  EAST 109.00 FEET; THENCE SOUTH  $00^{\circ}59'07''$  EAST 179.00 FEET; THENCE SOUTH  $89^{\circ}00'53''$  WEST 349.00 FEET; THENCE NORTH  $00^{\circ}59'07''$  WEST 134.00 FEET; TO THE POINT OF BEGINNING. ALSO LESS: QUAIL RIDGE PHASE ONE PRUD AMENDED. ALSO LESS: VALLEY VISTA ESTATES SUBDIVISION PHASE ONE. ALSO LESS: THAT PORTION DESCRIBED IN BOOK 253, PAGE 950 - TAX ID 06-311-001-02-2 & 06-311-001-02-1 AS FOLLOWS: PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 NORTH, RANGE 2 EAST, SLB & M (BASIS OF BEARING SOUTH  $00^{\circ}50'13''$  EAST FROM THE NE CORNER OF SECTION 26 TO THE SE CORNER OF SECTION 26); BEGINNING AT A POINT 1329.37 FEET SOUTH  $00^{\circ}50'13''$  EAST ALONG THE SECTION LINE AND 85.52 FEET EAST FROM THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 4 NORTH, RANGE 2 EAST, SLB & M, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE MORGAN COUNTY PROPERTY; THENCE AS FOLLOWS: NORTH  $89^{\circ}07'35''$  EAST 364.64 FEET ALONG SAID SOUTH LINE OF THE MORGAN COUNTY PROPERTY AND AN EXISTING FENCE LINE; THENCE SOUTH  $01^{\circ}01'23''$  EAST 109.44 FEET ALONG THE WEST LINE OF THE QUEST PROPERTY AND AN EXISTING FENCE LINE; THENCE EAST 128.68 FEET ALONG THE SOUTH LINE OF THE QUEST PROPERTY AND AN EXISTING FENCE LINE; THENCE SOUTH  $37^{\circ}05'07''$  WEST 307.47 FEET TO THE NORTH BOUNDARY LINE OF QUAIL RIDGE PHASE ONE PRUD; THENCE NORTH  $51^{\circ}51'11''$  WEST 154.54 FEET ALONG SAID NORTH BOUNDARY LINE OF QUAIL RIDGE PHASE ONE PRUD; THENCE SOUTH  $89^{\circ}21'20''$  WEST 206.76 FEET ALONG SAID NORTH BOUNDARY LINE OF QUAIL RIDGE PHASE ONE PRUD TO THE EAST BOUNDARY LINE OF MAHOGANY RIDGE PHASE ONE SUBDIVISION; THENCE NORTH  $00^{\circ}38'40''$  WEST 112.65 FEET ALONG SAID EAST BOUNDARY LINE OF MAHOGANY RIDGE PHASE ONE SUBDIVISION TO A TANGENT CURVE TO THE LEFT; THENCE 85.01 FEET ALONG SAID CURVE TO THE LEFT AND THE EAST BOUNDARY LINE OF MAHOGANY RIDGE PHASE ONE SUBDIVISION TO A TANGENT CURVE TO THE RIGHT R=230.16', D= $21^{\circ}09'43''$ , T=42.99', CHL=84.53', CHB= $N15^{\circ}20'06''W$ ; THENCE 19.97 FEET ALONG SAID CURVE TO THE RIGHT TO A TANGENT CURVE TO THE LEFT AND THE SOUTH LINE OF THE MORGAN COUNTY PROPERTY (R=15.00', D= $76^{\circ}16'26''$ , T=11.78', CHL=18.53', CHB= $N12^{\circ}13'41''E$ ); THENCE 58.30 FEET ALONG SAID CURVE TO THE LEFT AND THE SOUTH LINE OF THE MORGAN COUNTY PROPERTY TO THE POINT OF BEGINNING (R=180.00', D= $18^{\circ}33'24''$ , T=29.41', CHL=58.04', CHB= $N41^{\circ}05'12''E$ ). ALSO LESS: THAT PORTION DESCRIBED IN BOOK 113, PAGE 225 - PT TAX ID 01-004-389-05 AS FOLLOWS: A PART OF THE WEST HALF OF SECTION 25, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE

BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 313.20 FEET NORTH OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25; RUNNING THENCE NORTH  $46^{\circ}30'$  WEST 54.5 FEET, MORE OR LESS, TO AN EXISTING FENCE; THENCE NORTH  $00^{\circ}43'48''$  EAST 245.17 FEET TO THE SOUTH LINE OF 60 FOOT RIGHT OF WAY; THENCE NORTH  $89^{\circ}56'54''$  EAST 36.67 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 282.57 FEET TO THE POINT OF BEGINNING. ALSO LESS: THAT PORTION DESCRIBED IN BOOK 287, PAGE 587 - TAX ID 01-004-389-02 AS FOLLOWS: A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; BEGINNING AT A POINT 92.20 FEET EAST FROM THE NORTHEAST CORNER OF THE NORTHWEST (DEED READS "NORTHEAST") QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, RUNNING THENCE SOUTH  $46^{\circ}20'$  WEST 140.78 FEET TO A CITY STREET; THENCE NORTH  $46^{\circ}42'18''$  WEST 113.59 FEET ALONG SAID CITY STREET; THENCE NORTH  $33^{\circ}21'54''$  EAST 58.42 FEET ALONG AN EXISTING FENCE; THENCE NORTH  $3^{\circ}35'33''$  EAST 317.73 FEET ALONG AN EXISTING FENCE; THENCE SOUTH  $46^{\circ}30'$  EAST 342.60 FEET ALONG AN EXISTING FENCE; THENCE SOUTH  $46^{\circ}20'$  WEST 160.42 FEET TO THE POINT OF BEGINNING. LESS ANY AMOUNTS SOLD OR PREVIOUSLY CONVEYED.

**EXHIBIT "A" (Continued.....)**

**UNITS 60, 61, 62 and 63, QUAIL HOLLOW SUBDIVISION PHASE 1, P.R.U.D. A PLANNED RESIDENTIAL UNIT DEVELOPMENT, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED OCTOBER 1, 2002 AS ENTRY NO. 89494, IN BOOK 184, PAGE 234, OF THE OFFICIAL RECORDS OF MORGAN COUNTY, UTAH, WHICH UNITS ARE CONTAINED WITHIN QUAIL HOLLOW PHASE 1, A PLANNED RESIDENTIAL UNIT DEVELOPMENT, AND IDENTIFIED IN THE "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS" RECORDED IN BOOK 193 AT PAGE 373, OFFICIAL RECORDS OF MORGAN COUNTY, UTAH. SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS PROVIDED FOR IN SAID DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.**

**Parcel Nos.: 00-0065-4319, -4561, -4723, -4985  
Serial Nos.: 06-QUAIL1-0060, -0061 -0062, -0063**

EXHIBIT "A"

\* PARCEL 6: (Serial No. 06-290-001 Parcel 00-0063-4288)  
A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; BEGINNING AT A POINT WHICH BEARS SOUTH 1320.0 FEET AND WEST 298.0 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 26, AND RUNNING THENCE SOUTH 35°50' WEST 776.0 FEET TO THE STATE ROAD; THENCE ALONG SAID ROAD NORTH 55°25' WEST 350.0 FEET; THENCE LEAVING SAID ROAD NORTH 35°50' EAST 531.0 FEET; THENCE EAST 431.6 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING THEREFROM: MAHOGANY RIDGE SUBDIVISION PHASE THREE AND MAHOGANY RIDGE PHASE ONE SUBDIVISION. ALSO LESS AND EXCEPTING THEREFROM TAX SERIAL NO. 06-290-001-1 DESCRIBED AS FOLLOWS: A PART OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT THE MOST NORTHERLY CORNER OF MAHOGANY RIDGE SUBDIVISION PHASE 3 ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE MORGAN COUNTY RECORDER, SAID POINT BEING WEST 516.25 FEET AND SOUTH 1087.48 FEET FROM THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, THENCE SEVEN COURSES ALONG SAID SUBDIVISION AS FOLLOWS: SOUTH 58°17'05" WEST 108.26 FEET AND SOUTH 63°50'03" WEST 134.59 FEET AND NORTH 84°38'14" WEST 137.69 FEET AND NORTH 70°40'31" WEST 99.83 FEET AND SOUTH 75°14'43" WEST 332.10 FEET AND SOUTH 00°04'41" WEST 196.76 FEET TO THE NORTHERLY LINE OF CEDAR HOLLOW SUBDIVISION; THENCE SOUTH 56°06'52" EAST 346.40 FEET TO THE SOUTHEASTERLY CORNER OF LOT 27-R OF SAID SUBDIVISION AND RUNNING THENCE SOUTH 33°03'28" EAST 301.02 FEET MORE OR LESS TO THE INTERSECTION OF THE NORTHERLY LINE OF 700 EAST STREET AND THE WESTERLY LINE OF GREAT VIEW DRIVE, THE TRUE POINT OF BEGINNING AND A TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY 22.17 FEET ALONG SAID CURVE TO A TANGENT LINE TO THE LEFT (R=15.00, D=84°40'39", T=13.67, CH=20.21, CHB=NORTH 78°55'01" EAST); THENCE NORTH 36°34'41" EAST 17.51 FEET TO A TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY 35.15 FEET ALONG SAID CURVE TO A TANGENT CURVE TO THE RIGHT (R=180.00, D=11°11'19", T=17.63, CH=35.09, CHB=NORTH 42°10'20" EAST); THENCE NORTHEASTERLY 161.50 FEET ALONG SAID CURVE TO A TANGENT TO THE LEFT (R=120.00, D=77°06'36", T=95.64, CH=149.58, CHB=NORTH 09°12'42" EAST); THENCE NORTHWESTERLY 56.01 FEET ALONG SAID CURVE TO A NON-TANGENT LINE TO THE RIGHT (R=180.00, D=17°49'47", T=28.24, CH=55.79, CHB=NORTH 20°25'42" WEST); THENCE NORTH 70°25'34" WEST 211.13 FEET;

THENCE SOUTH  $20^{\circ}42'47''$  WEST 66.64 FEET MORE OR LESS TO THE NORTHERLY LINE OF THE DENNIS WOOLSEY PROPERTY SERIAL NO. 04-290-003; THENCE SOUTH  $56^{\circ}06'52''$  EAST 31.15 FEET MORE OR LESS TO THE NORTHEAST CORNER OF THE SAID WOOLSEY TRACT; THENCE SOUTH  $35^{\circ}50'00''$  WEST 112.03 FEET MORE OR LESS ALONG THE EASTERLY LINE OF THE WOOLSEY TRACT TO THE NORTHERLY LINE OF 700 EAST STREET; THENCE SOUTH  $54^{\circ}45'04''$  EAST 249.04 FEET TO THE POINT OF BEGINNING.

\* PARCEL 11: (Serial No. 06-288 Parcel 00-0063-4773)

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING WITHIN THE MORGAN CITY, UTAH SPECIAL IMPROVEMENT DISTRICT NO. 2000-1: COMMENCING 7.20 CHAINS NORTH AND 7.20 CHAINS WEST OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH  $37^{\circ}$  WEST 52.25 CHAINS; THENCE NORTH ON WEBER RIVER  $62^{\circ}$  WEST 4.10 CHAINS; THENCE NORTH  $35^{\circ}30'$  EAST 51.75 CHAINS TO COUNTY ROAD; THENCE ALONG SAID ROAD SOUTH  $57^{\circ}$  EAST 5.10 CHAINS TO THE POINT OF BEGINNING, LESS AND EXCEPTING THEREFROM TAX ID(S) 04-288-001, 04-288-002, 04-288-003, 04-288-004 AND 04-288-005 AND MORGAN CITY CEMETERY TAX ID 04-288-001-NA. ALSO LESS ANY PORTION LYING WITHIN 06-290-002-01. ALSO LESS ANY PORTION LYING SOUTHERLY OF THE NORTHERLY LINE OF INTERSTATE HIGHWAY AND ANY PORTION LYING WITHIN 700 EAST STREET.