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12/21/2018 12:37:00 PM \$33.00  
Book - 10740 Pg - 6169-6178  
ADAM GARDINER  
Recorder, Salt Lake County, UT  
FIRST AMERICAN NCS  
BY: eCASH, DEPUTY - EF 10 P.

When Recorded, Mail To:

Tree Street Properties, LLC  
c/o Brad Angus  
4010 Glade Hollow Way  
Bountiful, UT 84010

Tax Parcel No.: 20-14-126-006-0000 and 20-14-126-009-0000

*Accom*

Space Above This Line For Recorder's Use

**TRUST DEED**  
**With Assignment of Rents**

THIS TRUST DEED, is made this 20 day of December, 2018, by, **WVC 6055 West, LLC**, a Utah limited liability company, as TRUSTOR, whose address is 1291 East 625 North, Layton, Utah 84040, to **First American Title Insurance Company**, as TRUSTEE, whose address is 215 South State Street, Ste. 380, Salt Lake City, Utah 84111, in favor of and for the benefit of **Tree Street Properties, LLC**, a Utah limited liability company, as BENEFICIARY, whose address is 4010 Glade Hollow Way, Bountiful, Utah 84010.

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

See 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 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 of even date herewith, in the principal sum of Seven Hundred Fifty Thousand DOLLARS (\$750,000.00), 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:

a. To commence 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 numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

2. 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.

3. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to said 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.

4. To pay at least ten (10) days before delinquency all taxes and assessments affecting said property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with said property; to pay, when due, all encumbrances, charges, and liens with interest, on said 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.

5. 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 said property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights of 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 his reasonable fees.

6. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee to maintain the collateral or Beneficiaries security interest, with interest from date of expenditure at the rate of six percent (6.0%) per annum until paid, and the repayment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

7. 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 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 of 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.

8. 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 person 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.

9. 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 Beneficiary 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.

10. 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.

11. 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 damage 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.

12. 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.

13. 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 or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

14. 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 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 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 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 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 and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at twelve percent (12%) per annum 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.

15. 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 proceeding all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

16. 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 said property or some part thereof 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.

17. 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 number includes the plural.

18. 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.

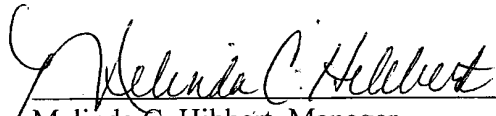
19. This Trust Deed shall be construed according to the laws of the State of Utah.

20. 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.

21. It is expressly agreed and understood by Trustor that the Note and this Deed of Trust are made for the sole and absolute benefit of Trustor and that the Note and this Deed of Trust are not assumable by any other person or party, and that in the event the real property encumbered hereby or any portion thereof is sold, transferred or conveyed to any other party, whether by contract for deed, conveyance in trust or by operation of law or otherwise Beneficiary or its successors and assigns shall have the right to immediately declare the entire unpaid balance of the Note, including all accrued but unpaid interest and late charges, to be immediately due and payable.


Executed to be effective as of the day and year first set forth above.

WVC 6055 West, LLC  
a Utah limited liability company

  
\_\_\_\_\_  
Melinda C. Hibbert, Manager

STATE OF UTAH                    )  
  : ss.  
COUNTY OF Davis            )

On this 20<sup>th</sup> day of December, 2018, personally appeared before me Melinda C. Hibbert, known to me to be the signer that executed the within instrument and acknowledged to me that he executed the same.

  
\_\_\_\_\_  
Notary Public

My commission expires: 7/14/2021

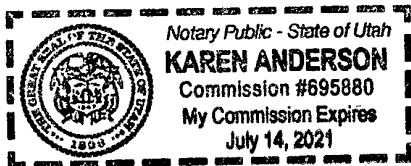


Exhibit A  
THE PROPERTY

**PARCEL 1:**

**BEGINNING AT A POINT ON THE SOUTH LINE OF 5400 SOUTH STREET SAID POINT BEING SOUTH 00° 06' 44" EAST ALONG THE QUARTER SECTION LINE 53.00 FEET FROM THE NORTH QUARTER CORNER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00° 06' 44" EAST ALONG SAID QUARTER SECTION LINE, SAID LINE ALSO BEING THE WEST LINE OF COPPER CITY 1, PLATS "A AND B" AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER 2602.40 FEET TO THE SOUTHWEST CORNER OF SAID COPPER CITY 1, PLAT "B", SAID POINT ALSO BEING THE CENTER OF SECTION 14, TOWNSHIP OF SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89° 56' 10" WEST ALONG THE QUARTER SECTION LINE, SAID LINE ALSO BEING THE NORTH LINE OF COPPER CITY 1, PLATS "C AND E" AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER 1333.54 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14, SAID POINT BEING THE NORTHWEST CORNER OF SAID COPPER CITY 1, PLAT "E", SAID POINT ALSO BEING ON THE EAST LINE OF WOODVIEW HEIGHTS SUBDIVISION NO. 1 AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE NORTH 00° 06' 12" WEST ALONG SAID EAST LINE AND WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14, 700.43 FEET; THENCE SOUTH 89° 55' 51" EAST 983.73 FEET; THENCE NORTH 00° 07' 15" WEST ALONG THE PROJECTED CENTERLINE OF 6055 WEST STREET 1173.60 FEET; THENCE NORTH 89° 52' 45" EAST ALONG THE SOUTH LINE OF 6055 WEST STREET 33.00 FEET TO A POINT ON THE EAST LINE OF SAID 6055 WEST STREET; THENCE NORTH 00° 07' 15" WEST ALONG SAID EAST LINE 689.95 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 40.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90° 32' 28" A DISTANCE OF 63.21 FEET TO A POINT ON THE SOUTH LINE OF SAID 5400 SOUTH STREET; THENCE SOUTH 89° 34' 47" EAST ALONG SAID SOUTH LINE 276.62' TO THE POINT OF BEGINNING.**

**LESS AND EXCEPTION THE 6055 WEST STREET DEDICATION PLAT RECORDED SEPTEMBER 27, 2006 AS ENTRY NO. 9857957 OF THE OFFICIAL RECORDS**

**ALSO LESS AND EXCEPTING THAT LEGAL DESCRIPTION DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED SEPTEMBER 14, 2005 AS ENTRY NO. 9490280 IN BOOK 9188 AT PAGE 1039, DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT BEING SOUTH 00° 06' 44" EAST ALONG THE QUARTER SECTION LINE 1955.093 FEET FROM THE NORTH QUARTER CORNER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID LINE ALSO BEING THE WEST LINE OF COPPER CITY 1, PLATS "A" AND "B" AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER; AND RUNNING THENCE SOUTH 0° 06' 44" EAST 700.307 FEET TO THE SOUTHWEST CORNER OF SAID COPPER CITY 1, PLAT "B", SAID POINT ALSO BEING THE CENTER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89° 56' 10" WEST ALONG THE QUARTER SECTION LINE, SAID LINE ALSO BEING NORTH LINE OF COPPER CITY 1, PLATS "C AND E" AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER 1333.54 FEET TO THE NORTHWEST CORNER OF SAID COPPER CITY 1, PLAT "E", SAID POINT ALSO BEING ON THE EAST LINE OF WOODVIEW HEIGHTS SUBDIVISION NO. 1 AS RECORDED WITH THE OFFICE OF THE SALT**

LAKE COUNTY RECORDER; THENCE NORTH 00° 06' 12" WEST ALONG SAID EAST LINE AND WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14, 700.43 FEET; THENCE SOUTH 89° 55' 51" EAST 1333.432 FEET TO THE POINT OF BEGINNING.

SAID DESCRIPTION IS ALSO KNOWN AS GREATER SOUTHRIDGE SUBDIVISION PLAT PHASE 1 RECORDED SEPTEMBER 17, 2007 AS ENTRY NO. 10223972 OF THE OFFICIAL RECORDS

ALSO LESS AND EXCEPTING THAT LEGAL DESCRIPTION DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED MARCH 22, 2016 AS ENTRY NO. 12244559 IN BOOK 10413 AT PAGE 4468, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATE WITHIN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN WEST VALLEY CITY, COUNTY OF SALT LAKE, STATE OF UTAH, SAID PARCEL BEING ALL OF THAT CERTAIN TRACT OF LAND DESCRIBED IN WARRANTY DEED RECORDED AS ENTRY NUMBER 11774004, WHEREIN APEX AND & CATTLE COMPANY LLC, APPEAR AS THE GRANTOR AND SILENCERCO LLC, APPEAR AS THE GRANTEE, RECORDED DECEMBER 12, 2013 AND A PORTION OF AN ENTIRE TRACT OF LAND DESCRIBED IN WARRANTY DEED RECORDED AS ENTRY NUMBER 7862110, IN BOOK 8442, AT PAGE 4356-4358, WHEREIN WALDRON FAMILY LIMITED PARTNERSHIP APPEAR AS THE GRANTOR(S) AND ALDER CONSTRUCTION COMPANY APPEAR AS THE GRANTEE(S) SAID MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 00° 06' 44" EAST, ALONG THE QUARTER SECTION LINE AND WEST LINE OF COPPER CITY 1, PLAT 'A' SUBDIVISION, RECORDED IN BOOK 78-11, AT PAGE 303, OF PLATS ON FILE WITH THE SALT LAKE COUNTY RECORDER'S OFFICE, A DISTANCE OF 515.99 FEET, FORM THE NORTH QUARTER CORNER OF SAID SECTION 14; AND RUNNING THENCE SOUTH 00° 06' 44" EAST, ALONG THE QUARTER SECTION LINE AND THE WEST LINE OF SAID SUBDIVISION, A DISTANCE OF 555.98 FEET; THENCE WEST, A DISTANCE OF 316.83 FEET, TO THE EAST RIGHT-OF-WAY LINE OF 6055 WEST STREET, PER STREET DEDICATION PLAT, RECORDED IN BOOK 2006P, AT PAGE 280, OF OFFICIAL RECORDS; THENCE NORTH 00° 07' 11" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 555.98 FEET, TO THE NORTH LINE OF SAID PARCEL DESCRIBED IN WARRANTY DEED, RECORDED AS ENTRY NUMBER 11774004; THENCE EAST, ALONG SAID NORTH LINE, A DISTANCE OF 316.92 FEET, TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING ANY PORTION LYING SOUTH OF THE AFOREMENTIONED LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED MARCH 22, 2016 AS ENTRY NO. 12244559 IN BOOK 10413 AT PAGE 4468

**PARCEL 2:**

BEGINNING AT A POINT ON THE SOUTH LINE OF 5400 SOUTH STREET SAID POINT BEING SOUTH 00° 06' 44" EAST ALONG THE QUARTER SECTION LINE 53.00 FEET FROM THE NORTH QUARTER CORNER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00° 06' 44" EAST ALONG SAID QUARTER SECTION LINE, SAID LINE ALSO BEING THE WEST LINE OF COPPER CITY 1, PLATS "A AND B" AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER 2602.40 FEET TO THE SOUTHWEST CORNER OF SAID COPPER CITY 1, PLAT "B", SAID POINT ALSO BEING THE CENTER OF SECTION 14, TOWNSHIP OF SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89° 56' 10" WEST ALONG THE QUARTER SECTION LINE, SAID



LINE ALSO BEING THE NORTH LINE OF COPPER CITY 1, PLATS "C AND E" AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER 1333.54 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14, SAID POINT BEING THE NORTHWEST CORNER OF SAID COPPER CITY 1, PLAT "E", SAID POINT ALSO BEING ON THE EAST LINE OF WOODVIEW HEIGHTS SUBDIVISION NO. 1 AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE NORTH 00° 06' 12" WEST ALONG SAID EAST LINE AND WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14, 700.43 FEET; THENCE SOUTH 89° 55' 51" EAST 983.73 FEET; THENCE NORTH 00° 07' 15" WEST ALONG THE PROJECTED CENTERLINE OF 6055 WEST STREET 1173.60 FEET; THENCE NORTH 89° 52' 45" EAST ALONG THE SOUTH LINE OF 6055 WEST STREET 33.00 FEET TO A POINT ON THE EAST LINE OF SAID 6055 WEST STREET; THENCE NORTH 00° 07' 15" WEST ALONG SAID EAST LINE 689.95 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 40.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90° 32' 28" A DISTANCE OF 63.21 FEET TO A POINT ON THE SOUTH LINE OF SAID 5400 SOUTH STREET; THENCE SOUTH 89° 34' 47" EAST ALONG SAID SOUTH LINE 276.62' TO THE POINT OF BEGINNING.

LESS AND EXCEPTION THE 6055 WEST STREET DEDICATION PLAT RECORDED SEPTEMBER 27, 2006 AS ENTRYR NO. 9857957 OF THE OFFICIAL RECORDS

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SAID DESCRIPTION IS ALSO KNOWN AS GREATER SOUTHRIDGE SUBDIVISION PLAT PHASE 1 RECORDED SEPTEMBER 17, 2007 AS ENTRY NO. 10223972 OF THE OFFICIAL RECORDS

ALSO LESS AND EXCEPTING THAT LEGAL DESCRIPTION DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED MARCH 22, 2016 AS ENTRY NO. 12244559 IN BOOK 10413 AT PAGE 4468, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATE WITHIN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN WEST VALLEY CITY, COUNTY OF SALT LAKE, STATE OF UTAH, SAID PARCEL BEING ALL OF THAT CERTAIN TRACT OF LAND DESCRIBED IN WARRANTY DEED RECORDED AS ENTRY NUMBER

**11774004, WHEREIN APEX AND & CATTLE COMPANY LLC, APPEAR AS THE GRANTOR AND SILENCERCO LLC, APPEAR AS THE GRANTEE, RECORDED DECEMBER 12, 2013 AND A PORTION OF AN ENTIRE TRACT OF LAND DESCRIBED IN WARRANTY DEED RECORDED AS ENTRY NUMBER 7862110, IN BOOK 8442, AT PAGE 4356-4358, WHEREIN WALDRON FAMILY LIMITED PARTNERSHIP APPEAR AS THE GRANTOR(S) AND ALDER CONSTRUCTION COMPANY APPEAR AS THE GRANTEE(S) SAID MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

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**ALSO LESS AND EXCEPTING ANY PORTION LYING NORTH OF THE AFORMENTIONED LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED MARCH 22, 2016 AS ENTRY NO. 12244559 IN BOOK 10413 AT PAGE 4468**

4845-0710-9251, v. 1