

7-53929

**Deed of Trust**

**When Recorded, Return to:**

Corporation of the Presiding Bishop of  
The Church of Jesus Christ of Latter-day Saints  
50 East North Temple, 4WW  
Salt Lake City, Utah 84150  
Attn: Robert Favero (Prop. 500-2674)

E 2421257 B 4706 P 1532-1541  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
2/4/2009 2:46:00 PM  
FEE \$34.00 Pgs: 10  
DEP eCASH REC'D FOR HICKMAN LAND TITLE CO

Affecting TPN: 08-052-0056; 08-051-0167

Space above for Recorder's use

**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,  
SECURITY AGREEMENT, AND FIXTURE FILING**

This Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing ("**Deed of Trust**") is executed as of December 31, 2008, by Rodney L. Hess and Jon I. Hess, successor co-trustees of the FLORENCE S. HESS TRUST u/a/d May 25, 1982 ("**Trustor**"), whose address is 1007 North Main Street, Farmington, Utah 84025, in favor of HICKMAN LAND TITLE COMPANY ("**Trustee**"), whose address is 872 West Heritage Park Blvd., Suite 120, Layton, Utah 84041, for the benefit of CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole ("**Beneficiary**"), whose address is 50 East North Temple, 4WW, Salt Lake City, Utah 84150, Attn: Robert Favero.

A. For the purpose of securing the timely payment and performance of Trustor's obligations under this Deed of Trust, under the Secured Promissory Note ("**Note**") of even date with this Deed of Trust, executed by Trustor in favor of Beneficiary, in the principal sum of One Hundred Thirty Three Thousand Five Hundred Sixty-Five Dollars and 74/100 (\$133,565.74), payable as set forth in the Note, and under any other instruments given to further evidence or secure such obligations, as this Deed of Trust, the Note, or such other instruments may be extended, renewed, modified, amended, or replaced from time to time (collectively, the "**Obligations**");

B. Trustor conveys, warrants, and transfers to Trustee in trust, with power of sale, the following (collectively, the "**Real Property**");

(1) the land located in Davis County, Utah, and legally described on EXHIBIT A to this Deed of Trust ("**Land**"), together with all rights-of-way, easements, rents, issues, revenue, profits, income, tenements, hereditaments, minerals, hydrocarbons, water rights, air rights, possessory rights, claims, privileges, and appurtenances now or hereafter belonging to, used, or enjoyed with all or any part of the Land; and

(2) all buildings, fixtures, structures, and other improvements now or hereafter located on the Land (collectively, the "**Improvements**"); and

C. Trustor grants to Beneficiary a security interest in the following (collectively, the **"Personal Property"**) (the terms set forth below that are defined in the Utah Uniform Commercial Code (**"UCC"**) will have the respective meanings set forth in the UCC):

(1) all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property; all compensation granted and awards made for the taking by eminent domain or by any proceeding or purchase in lieu of eminent domain of the whole or any part of the Real Property, all proceeds of insurance paid as a result of the partial or total destruction of the Improvements, and all unearned premiums under all insurance policies now held or obtained after the date of this Deed of Trust by Trustor relating to the Improvements;

(2) all water stock relating to the Land, and deposits and other security given to utility companies or governmental or quasi-governmental agencies in connection with the Real Property.

D. The Real Property and the Personal Property are collectively referred to in this Deed of Trust as the **"Property"** which will mean, as the context requires, all or any portion of, and interest in, the Property.

**Trustor agrees with Trustee and Beneficiary as follows:**

1. **Priority of Lien.** The lien created under this Deed of Trust is subordinate only to liens recorded prior to the recordation of this Deed of Trust. Subject to the aforementioned subordination, the rights and obligations created in favor of Beneficiary under this Deed of Trust will be enforceable as against all parties.

2. **Obligations; Certain Proceedings.** Trustor will timely pay and perform the Obligations and all obligations under any other encumbrance or lien on the Property. No such other encumbrance or lien will be modified, increased, or refinanced without the prior written consent of Beneficiary. Trustor will maintain this Deed of Trust as a valid lien on, and security interest in, the Property, will preserve and protect Trustor's interests in the Property and the interests of Trustee and Beneficiary under this Deed of Trust, and will appear in and defend any action or proceeding that may affect the Property or the obligations of Trustor or the interests of Trustee or Beneficiary under this Deed of Trust.

3. **Maintenance and Use.** Trustor will: (a) maintain the Property in good condition and repair; (b) comply with all laws, ordinances, rules, regulations, covenants, conditions, and restrictions relating to the Property; (c) not permit nuisances to exist or commit or permit waste in or on the Real Property; (d) promptly complete in a good and workmanlike manner any improvements that may be constructed, and promptly restore and repair in like manner any improvements that may be damaged or destroyed; (e) preserve and extend all rights, licenses, permits (including, without limitation, zoning variances, special exceptions, special permits, and non-conforming uses), privileges, franchises, and concessions that are applicable to the Real

Property; and (f) immediately on discovery, clean up all hazardous substances, hazardous wastes, pollutants, and contaminants located on the Property arising out of Trustor's, or its agents' or contractors' use of the Property. Trustor will indemnify, defend, and hold harmless Trustee and Beneficiary from and against all liabilities, claims, losses, damages, costs, and expenses (including, without limitation, cleanup costs and attorneys' fees) directly or indirectly arising out of, related to, or connected with any hazardous substances, hazardous wastes, pollutants, or contaminants caused or created by Trustor's, or its agents' or contractors' use of the Real Property. The liability of Trustor under the indemnity set forth in the immediately preceding sentence will arise on the discovery of an unacceptable environmental condition arising out of Trustor's, or its agents' or contractors' use of the Property and will survive the exercise of the power of sale, foreclosure of this Deed of Trust as a mortgage, or any other event. (As used in this Deed of Trust, the terms "hazardous substances," "hazardous wastes," "pollutants" and "contaminants" mean any substances, wastes, pollutants, or contaminants included within those respective terms under any applicable law, ordinance, rule, or regulation, whether now existing or enacted or amended after the date of this Deed of Trust.)

4. **Payment of Certain Impositions.** Trustor will pay when due all taxes, assessments and charges relating to or levied against the Property, including, without limitation, real and personal property taxes, general and special assessments, utility charges, mechanic's and materialman's charges, and charges arising from any covenants, conditions, or restrictions relating to the Real Property. Trustor will deliver to Beneficiary official receipts or other proof from the appropriate taxing or other authority within ten days after Beneficiary requests such information.

5. **Insurance.** Trustor will maintain the insurance required pursuant to the prior position liens referenced in Section 1 hereof.

6. **Condemnation or Damage.** Trustor will immediately give written notice to Beneficiary of the institution of any proceedings for the taking of the Property or of the occurrence of any damage to the Property, and Beneficiary will receive all compensation, awards and insurance and other proceeds (collectively, the "**Proceeds**") distributed in connection with such taking or damage. Each person concerned is authorized and directed to make payments for such taking or damage directly to Beneficiary, instead of to Beneficiary and Trustor jointly. Beneficiary may, but will not be obligated to, commence, appear in and prosecute in its own name any action or proceeding and make any compromise or settlement in connection with such taking or damage. After deducting from the Proceeds all costs and expenses (including attorneys' fees) incurred by Beneficiary in connection with such action, proceeding, compromise or settlement, Beneficiary may use the Proceeds to reduce the Obligations (whether or not then due) or to restore or repair the Property damaged. If Beneficiary determines to use the Proceeds for restoration and repair of the Property, the Proceeds will be made available to Trustor for use in restoring or repairing the Property in accordance with plans and specifications and construction arrangements approved by Beneficiary. Beneficiary or its nominee will hold the Proceeds and from time to time will, on compliance with such conditions or requirements as may be imposed by Beneficiary, disburse portions of the Proceeds to Trustor or to those entitled to the Proceeds as progress is made on such restoration and repair. If any of the Proceeds remain after the entire costs of such restoration and repair have been paid, Beneficiary may use such remaining Proceeds to reduce the Obligations (whether or not then due) or may remit the same to Trustor.

7. **Assignment of Leases and Rents.** Trustor absolutely, irrevocably, and unconditionally assigns to Beneficiary all present and future leases, subleases, and rental agreements covering the Property (collectively, the “**Leases**”), and all rents, issues, profits, and income (including security deposits) arising from the Property (collectively, the “**Rents**”), together with the right, power, and authority to enforce the Leases, collect the Rents, and apply the Rents to any of the Obligations upon the occurrence of a default under this Deed of Trust. As long as Trustor is not in default under this Deed of Trust, Trustor shall be entitled to collect, receive and benefit from the Rents. On the occurrence of a default under this Deed of Trust or an event or condition that with the giving of notice or lapse of time or both would result in a default under this Deed of Trust, but only so long as such default remains uncured by Trustor, the right of Trustor to enforce the Leases and collect the Rents will automatically terminate, and Trustor will immediately pay to Beneficiary all of the Rents then held by Trustor. All tenants, lessees, and other persons having any obligation to make any payment in connection with the Property are authorized and directed to make such payment directly to Beneficiary on the demand of Beneficiary until further notice that the default has been cured and payments should be made to Trustor. The receipt by Beneficiary of such payment will be a good and sufficient discharge of the obligation of the tenant, lessee, or other person concerned to make the payment connected with the amount so received by Beneficiary.

8. **Transfers and Encumbrances.** Without the prior written consent of Beneficiary, which may be withheld by Beneficiary in its reasonable discretion, Trustor will not, directly or indirectly, do any of the following: sell, convey, assign, or transfer the Property. A change in the composition, ownership, or control of Trustor will be deemed to be a transaction described in the preceding sentence. Beneficiary’s consent to one or more of such transactions will not be a waiver of the right to require such consent with respect to any subsequent or successive transactions. Such consent of Beneficiary may be conditioned on satisfaction of such requirements as Beneficiary may impose.

9. **Representations and Warranties.** Trustor covenants with, and represents and warrants to, Trustee and Beneficiary that to the best of its knowledge all of the following statements are true as of the date of this Deed of Trust and will remain true until the Obligations are fully satisfied: (a) Trustor is lawfully seized of indefeasible fee simple marketable title to the Real Property; (b) this Deed of Trust has been duly executed by Trustor, and the Property has been duly conveyed to Trustee under this Deed of Trust; and (c) all obligations incurred by Trustor in connection with the Property are current and without default.

10. **Default.** Trustor will be in default under this Deed of Trust if any of the following occur: (a) Trustor fails to timely pay or perform any of the Obligations when due; (b) an event of default occurs under any lien or encumbrance affecting the Property; (c) a court of competent jurisdiction enters an order, judgment, or decree approving a petition filed against Trustor or any guarantor of the Obligations seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future law or regulation relating to bankruptcy, insolvency, or other relief for debtors; (d) a trustee, receiver, or liquidator of Trustor, such guarantor, the Property, or the Rents is appointed without the consent or acquiescence of Trustor or such guarantor; (e) a writ of execution, attachment, or similar process is issued or levied against the Property or the Rents, or a judgment involving monetary damages is entered against Trustor that becomes a lien on the Property or the Rents; (f) any representation or

warranty contained in this Deed of Trust or in any other instrument executed by Trustor is or becomes untrue; or (g) Trustor or any guarantor of the Obligations (i) files a voluntary petition in bankruptcy or files a petition or answer seeking or acquiescing in a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future law or regulation relating to bankruptcy, insolvency, or other relief for debtors, (ii) consents to or acquiesces in the appointment of a trustee, receiver, or liquidator of Trustor or such guarantor, the Property, or the Rents, (iii) makes a general assignment for the benefit of creditors, or (iv) admits in writing its inability to pay its debts generally as they become due.

11. **Remedies.** Upon a default under this Deed of Trust, Trustee or Beneficiary may (but is not obligated to) do any one or more of the following: (a) upon notice and opportunity to cure as provided in the Note, and without releasing Trustor from any of the Obligations, pay or perform a portion or all of the Obligations that Trustor has failed to pay or perform, and Trustor will immediately reimburse Trustee and Beneficiary for all costs and expenses (including attorneys' fees) incurred in connection with such payment or performance, with interest on such costs and expenses at 10% per annum, compounded daily (the "**Default Rate**"), both before and after judgment; (b) declare all of the Obligations immediately due and payable and charge interest on the Obligations then outstanding at the Default Rate, both before and after judgment; (c) exercise the power of sale under applicable law; (d) foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property; (e) exercise all of the rights and remedies of a secured party under the UCC (whether now existing or created after the date of this Deed of Trust), including, without limitation, the right to require Trustor to assemble and make available to Beneficiary the Personal Property at a place designated by Beneficiary; (f) take possession or appoint a receiver to take possession of and (without liability or obligation) (i) hold, occupy, operate, use, maintain, repair and conserve the value of the Property, (ii) make, modify, enforce and terminate the Leases, (iii) collect the Rents and (after deducting from the Rents maintenance and operating expenses, including reasonable management fees) apply the same to the Obligations, and (iv) exercise such other powers as may be fixed by the court; (g) offset the Obligations against any amounts owed by Beneficiary to Trustor and apply toward the Obligations all funds of Trustor that Beneficiary may have in its possession or under its control; (h) sue on any guaranty securing the Obligations; (i) to the extent permitted by applicable law, sue on the Obligations; or (j) exercise any other rights and remedies available at law or in equity. Neither the entering on and taking possession of the Property nor the collection and application of the Rents in accordance with this Deed of Trust will cure or waive any default or notice of default under this Deed of Trust, invalidate any act done pursuant to such notice of default, or operate to postpone or suspend any of the Obligations. No remedy provided in this Deed of Trust will be exclusive of any other remedy at law or in equity (whether now existing or created after the date of this Deed of Trust), and all remedies under this Deed of Trust may be exercised concurrently, independently, or successively from time to time. Any failure by Trustee or Beneficiary to promptly enforce any right under this Deed of Trust will not operate as a waiver of such right, and the waiver of any default will not constitute a waiver of any subsequent or other default.

12. **Power of Sale; Foreclosure.** The procedures relating to the exercise of the power of sale or foreclosure of this Deed of Trust as a mortgage will be governed by then existing law, or to the extent such procedures are not covered by then existing law, by law existing as of the date of this Deed of Trust. Following foreclosure of this Deed of Trust as a mortgage, the

purchaser at the sale held pursuant to judicial decree will be entitled to possession of the Property during any period of redemption. If a deficiency remains after application of the proceeds of sale following default under this Deed of Trust (whether such sale is held pursuant to the exercise of the power of sale or judicial decree), Trustor will pay the same to Beneficiary immediately on determination of the amount of such deficiency. Such deficiency will bear interest at the Default Rate, both before and after judgment.

13. **Security Agreement; Fixture Filing.** This Deed of Trust constitutes a security agreement with respect to all personal property and fixtures in which Beneficiary is granted a security interest under this Deed of Trust, and Beneficiary will have all the rights and remedies of a secured party under the UCC (whether now existing or created after the date of this Deed of Trust), as well as any other rights and remedies available at law or in equity. This Deed of Trust, with Trustor as debtor and Beneficiary as secured party, also constitutes a fixture filing with respect to any part of the Property that is or may become a fixture. The record owner of the Real Property is Trustor. Beneficiary is not a seller or purchase money lender of the Personal Property. Trustor will immediately notify Beneficiary if the name or identity of Trustor is changed, or if the place of business of Trustor is changed to an address different from the address for Trustor set forth in the first paragraph of this Deed of Trust. With respect to any instrument or chattel paper covered by this Deed of Trust, neither Trustee nor Beneficiary need take any steps to preserve rights against prior parties. A carbon, photographic, or other reproduction of a financing statement is sufficient as a financing statement.

14. **Waiver.** Trustor waives, to the fullest extent permitted by law, any right (a) to obtain a partial release of the Property from the lien of this Deed of Trust by paying less than all of the Obligations, (b) to partially redeem the Property by paying less than the amount necessary to effect redemption in full, (c) to have the Property marshaled on the foreclosure of the lien of this Deed of Trust, (d) to direct the order of the sale of the Property and agrees that Beneficiary may exhaust the security given for the Obligations in any order, and (e) relating to procedural or substantive limitations on the recovery of any deficiency. Trustor further waives and relinquishes all exemptions and homestead rights that may exist with respect to the Real Property, and agrees not to file a declaration of homestead with respect to the Real Property.

15. **Expenses and Fees.** Trustor will pay all costs, expenses, and fees (including, without limitation, trustee's and attorneys' fees) that are incurred by Trustee or Beneficiary in connection with the Obligations, this Deed of Trust, the servicing of the indebtedness secured by this Deed of Trust, and the enforcement or protection of the rights and interests of Trustee or Beneficiary under this Deed of Trust, including, without limitation, the monitoring of any insolvency or bankruptcy proceedings, with interest on such costs, expenses, and fees at the Default Rate, both before and after judgment.

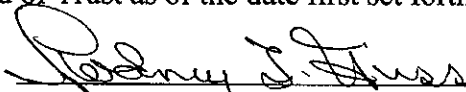
16. **Further Assurances.** Trustor will at any time and from time to time, on request of Beneficiary, take or cause to be taken any action, and execute, acknowledge, deliver, or record any further instruments, that Beneficiary deems necessary or appropriate to carry out the purposes of this Deed of Trust and to perfect and preserve the lien and security interest intended to be created and preserved in the Property.

17. **Request for Notices.** Trustor requests that a copy of any notice of default and a copy of any notice of sale under this Deed of Trust be mailed to Trustor at the address of Trustor set forth in the first paragraph of this Deed of Trust. Beneficiary requests that copies of any notice of default or notice of sale from the holder of any lien that has priority over this Deed of Trust be sent to Beneficiary's address, as set forth in the first paragraph of this Deed of Trust.

18. **Miscellaneous.** Time is of the essence of this Deed of Trust. This Deed of Trust will be binding on Trustor and will inure to the benefit of Trustee and Beneficiary and their respective successors and assigns. The invalidity or unenforceability of any provision of this Deed of Trust will in no way affect the validity or enforceability of any other provision. This Deed of Trust will be governed by and construed in accordance with the laws of the State of Utah. Section captions and defined terms in this Deed of Trust are for convenience of reference only and will not affect the construction of any provision of this Deed of Trust. All pronouns will be deemed to refer to the masculine, feminine, or neuter, or singular or plural, as the identity of the parties may require.

Trustor has executed this Deed of Trust as of the date first set forth above.

**Trust:**

  
 RODNEY L. HESS, SUCCESSOR TRUSTEE  
 OF THE FLORENCE S. TRUST

  
 JON L. HESS, SUCCESSOR TRUSTEE OF  
 THE FLORENCE S. TRUST

STATE OF UTAH                    )  
   :SS  
 COUNTY OF SALT LAKE        )

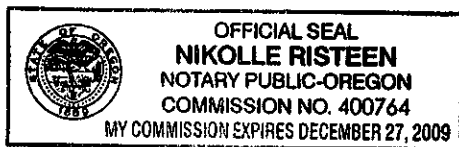
On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, personally known to me to be the Authorized Agent of CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, and that the seal impressed on the within instrument is the seal of said corporation; and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.

\_\_\_\_\_  
 Notary Public for the State of Utah

STATE OF OREGON           )  
  :SS  
COUNTY OF UNION        )

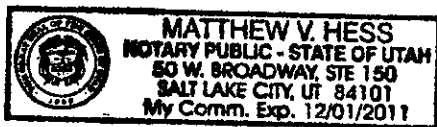
The foregoing instrument was acknowledged before me this 30 day of December, 2008, by RODNEY L. HESS, in his capacity as successor trustee of the Florence S. Hess Trust.



*Nikolle Risteen*  
\_\_\_\_\_  
Notary Public

STATE OF UTAH            )  
  :SS  
COUNTY OF DAVIS        )

9 The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of <sup>January</sup>~~December~~, 2008, by JON I. HESS, in his capacity as successor of the Florence S. Hess Trust.



*Matthew V. Hess*  
\_\_\_\_\_  
Notary Public



**PARCEL 1:** Beginning on the West line of Farmington City, thence 9.6 chains North and thence North 88°15' East 7.10 chains, more or less; from the Southwest corner of the Northeast Quarter, Section 13, Township 3 North, Range 1 West, Salt Lake Meridian; thence North 88°15' East 609.5 feet; more or less to the Southwest corner of property conveyed in Book 484 at Page 214; thence North 22°15' West 80 feet along said West line; thence North 88°15' East 100 feet to the West line of highway; thence North 22°45' West 100 feet along said highway; thence South 88°15' West 100 feet; thence North 22°45' West 75 feet; thence North 88°15' East 100 feet to the West line of said highway; thence North 22°45' West 183.86 feet along said highway thence South 88°15' West 10.75 chains more or less to the Westerly boundary line of Farmington City; thence Southeasterly along said Westerly boundary line to the point of beginning.

**Less and Excepting:** Beginning at a point North 89°06'42" East 921.915 feet along the South line of the Northeast Quarter of Section 13 and North 643.272 feet from the center of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian; and running thence North 21°14'44" West 86.036 feet along an old fence; thence North 77°23'51" East 251.697 feet to the Westerly right of way line of Utah State Road No. 106, a sixty-six foot wide road; thence South 22°12'15" East 95.338 feet along said right of way line; thence Southeasterly 44.728 feet along said right of way, a 1,465.69 foot radius curve to the left (delta equals 01°44'55", and long chord bears South 23°04'42" East 44.727 feet); thence South 88°47'02" West 268.078 feet along an old fence to the point of beginning.

**Less and Excepting:** Beginning at a point North 89°06'42" East 921.915 feet along the South line of the Northeast Quarter of Section 13 and North 643.272 feet and North 21°14'44" West 86.036 feet along an old fence from the center of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian; and running thence North 21°14'44" West 125.000 feet along an old fence; thence North 77°28'25" East 249.632 feet along and old fence to the Westerly right of way line of Utah State Road No. 106, a sixty-six foot wide road; thence South 22°12'15" East 125.000 feet along said right of way line; thence South 77°23'51" West 251.697 feet to the point of beginning.

**Less and Excepting:** Commencing on the West side of the County Road at a point 819.69 feet North and North 88°15' East 17.85 chains from the Southwest corner of the Northeast Quarter of Section 13, Township 3 North, Range 1 West, running thence North 22°45' West 75 feet; thence South 88°15' West 100 feet; thence South 22°45' East 75 feet; thence North 88°15' East 100 feet to the place of beginning.

**Less and Excepting:** A Part of the Northeast Quarter of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian and more particularly described as follows:

Beginning at a point which is North 00°01'47" East 638 feet and North 88°47'01" East 351.42 feet from the Center of said Section 13 and running: thence North 325.72 feet; thence South 81°41'32" West 59.48 feet; thence 146.47 feet along a 45.11 foot radius curve to the right (chord bears North 06°19'35" West 90.10 feet); thence North 88°15'00" East 738.71 feet to a point on the West right-of-way line of Main Street; thence South 22°13'08" East 30.30 feet along the West right-of-way line of Main Street; thence South 67°46'52" West 16.92 feet; thence 117.13 feet along a 327.56 foot radius curve to the right (chord bears South 78°00'56" West 116.51 feet); thence South 88°15'00" West 193.55 feet; thence South 357.09 feet; thence South 88°47'01" West 358.04 feet to the point of beginning.

**PARCEL 2:** Beginning 9.60 chains North from the center of Section 13, Township 3 North, Range 1 West, Salt Lake Meridian; thence West 14.14 chains more or less to the Easterly line of highway; thence North 21°21' West 266.43 feet along said highway; thence North 88°15' East 671.88 feet; thence North 2° East 156 feet; thence North 88°15' East 66.52 feet more or less to the Westerly line of Farmington City Limits; thence Southeasterly along said Westerly boundary line to a point due East of beginning; thence West 7.10 chains more or less to beginning.

Less and Excepting: Beginning at a point South 89°45'50" West 352.89 feet and South 1761.66 feet from the North Quarter corner of Section 13, Township 3 North, Range 1 West, Salt Lake Meridian, and running thence South 3°29'52" West 35.0 feet; thence North 86°30'08" West 30.0 feet; thence North 3°29'52" East 34.88 feet; thence South 86°43'53" East 30.0 feet to the point of beginning.

Less and Excepting: Beginning in the Easterly highway right of way and limited access line of said existing expressway at the Southwest corner of said entire tract, which point is 193.129 meters (633.63 feet) North 0°07'38" East along the Quarter Section line and 287.606 meters (943.59 feet by measurement, 933.24 feet by record) South 89°31'23" West (deed of record West) from the center of said Section 13 as monumented with a county brass cap; and running thence North 21°24'40" West (deed of record North 21°21' West) 82.840 meters (271.78 feet by measurement, 266.43 feet by record) along said Easterly highway right of way and limited access line to the Northerly boundary line of said entire tract; thence North 89°04'02" East (deed of record North 88°15' East) 19.465 meters (63.86 feet) along said Northerly boundary line; thence South 24°42'52" East 24.042 meters (78.88 feet) to a point of tangency with a 1,509.848 meters (4,953.57 foot) radius curve to the right; thence Southerly 60.444 meters (198.31 feet) along the arc of said curve to the Southerly boundary line of said entire tract (Note: Chord to said curve bears South 23°33'22" East for a distance of 60.440 meters (198.29 feet); thence South 89°31'23" West (deed of record) West 23.429 meters (76.87 feet) along said Southerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

Less and Excepting: A Part of the Northeast Quarter of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian and more particularly described as follows:

Beginning at a point which is North 00°01'47" East 638 feet and North 88°47'01" East 351.42 feet from the Center of said Section 13 and running: thence North 325.72 feet; thence South 81°41'32" West 59.48 feet; thence 146.47 feet along a 45.11 foot radius curve to the right (chord bears North 06°19'35" West 90.10 feet); thence North 88°15'00" East 738.71 feet to a point on the West right-of-way line of Main Street; thence South 22°13'08" East 30.30 feet along the West right-of-way line of Main Street; thence South 67°46'52" West 16.92 feet; thence 117.13 feet along a 327.56 foot radius curve to the right (chord bears South 78°00'56" West 116.51 feet); thence South 88°15'00" West 193.55 feet; thence South 357.09 feet; thence South 88°47'01" West 358.04 feet to the point of beginning.

pt 08-052-0216

pt 08-051-0167