

When Recorded Return to  
Zions First National Bank  
1 South Main Street, No. 300  
Salt Lake City, Utah 84133  
Attn: Kristy Walker

2509259  
BK 4953 PG 318

E 2509259 B 4953 P 318-327  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
2/2/2010 12:34:00 PM  
FEE \$39.00 Pgs: 10  
DEP eCASH REC'D FOR MOUNTAIN SIDE TITLE IN

**FIRST AMENDMENT TO  
ACKNOWLEDGMENT OF CROSS-COLLATERALIZATION AND  
CROSS-DEFAULTING OF OBLIGATIONS SECURED BY DEEDS OF TRUST**

This First Amendment to Acknowledgment of Cross-Collateralization and Cross-Defaulting of Obligations Secured by Deeds of Trust ("First Amendment") is entered into effective this \_\_\_\_ day of November 2009, by and among ZIONS FIRST NATIONAL BANK as lender ("Lender"); WIND RIVER PETROLEUM, aka WIND RIVER PETROLEUM, INC.; CHRISTENSEN AND LARSON, L.L.C.; CHRISTENSEN AND LARSON INVESTMENT COMPANY, INC. as borrowers (jointly and severally, "Borrower"); J. CRAIG LARSON; and KEITH S. CHRISTENSEN. In the remainder of this First Amendment, "Parties" shall mean all the persons and entities identified in this paragraph collectively.

**RECITALS**

A. Whereas, Lender and Borrower entered into that certain "Acknowledgment of Cross-Collateralization and Cross-Defaulting of Obligations Secured by Deeds of Trust," effective as of January 17, 2007 ("Acknowledgement"), whereby Lender agreed to lend Borrower \$1,550,000.00 on the condition that Borrower agreed that the loan would be (a) cross-collateralized by certain trust deeds given by Borrower to secure Lender's previous loans to Borrower and (b) subject to a cross-default arrangement whereby a default under any of Lender's loans to Borrower would be deemed a default under one or all the remaining loans.

B. Whereas, Borrower has asked Lender to consolidate two of its loans into a new loan so as to better utilize Borrower's cash flow for the reduction of loan expenses. Lender has agreed to the proposed consolidation provided that, among other things, Borrower agrees that the consolidated new loan shall be subject to the Acknowledgement's cross-collateralization and cross-default provisions and that Borrower execute this First Amendment.

Now, therefore, for valuable consideration, the receipt and sufficiency of which are acknowledged, Lender and Borrower agree as follows with respect to the Acknowledgement:

1. The Recitals of the Acknowledgement are deleted in their entirety and replaced with the following Representations:

A. On or about May 17, 2002, Wind River Petroleum and Christensen & Larson Investment Company (collectively, "Loan 9001 Borrowers") executed and delivered to Lender a promissory note in the original principal amount of \$6,200,000.00 ("Loan 9001"), which was secured in part by trust deeds (collectively, "Initial Loan 9001 Trust Deeds") on certain parcels of real property located in the counties of Sanpete, Duchesne, Summit, Salt Lake and Davis, State of Utah (collectively, "Loan 9001 Pledged Property").

- B. Each of the Loan 9001 Trust Deeds contains a cross-collateralization provision whereby the respective trustor(s) agree that the real property to which that trust deed pertains will secure, in addition to Loan 9001, all other indebtedness, then existing or thereafter originated, between the Loan 9001 Borrowers and Lender.
- C. On or about February 25, 2002, Wind River Petroleum and Christensen & Larson Investment Company executed and delivered to Lender an unsecured promissory note in the original principal amount of \$600,000.00 ("Loan 9002").
- D. On or about November 3, 2003, Loan 9002 was amended, among other respects, as follows:
1. Christensen & Larson, LLC., a Utah limited liability company, was added as a Borrower, and
  2. the repayment of Loan 9002 was secured by in part by trust deeds (collectively, "Initial Loan 9002 Trust Deeds") on certain parcels of real property located in the following Utah counties: Cache, Utah, Uintah, Sanpete, Box Elder, Duchesne, Summit, Salt Lake, Sevier, and Juab; and Oneida County, Idaho.
- E. Each of the Initial Loan 9002 Trust Deeds contains a cross-collateralization provision whereby the respective trustor(s) agree that the real property to which that trust deed pertains will secure, in addition to Loan 9002, all other indebtedness, then existing or thereafter originated, between the Borrower and Lender.
- F. On or about October 21, 2002, Wind River Petroleum and Christensen & Larson Investment Company executed and delivered to Lender a promissory note in the original principal amount of \$1,400,000.00 ("Loan 9003") which was secured in part by the Initial Loan 9001 Trust Deeds and a trust deed on a parcel of improved real property located in Juab County, State of Utah ("Juab County Trust Deed").
- G. The Juab County Trust Deed contains a cross-collateralization provision whereby the trustor agrees that the real property to which that trust deed pertains will secure, in addition to Loan 9003, all other indebtedness, then existing or thereafter originated, between the Borrower and Lender.
- H. On or about November 4, 2003, Wind River Petroleum and Christensen & Larson Investment Company executed and delivered to Lender a promissory note in the original principal amount of \$10,000,000.00 ("Loan 9004"), which was secured in part by the Initial Loan 9002 Trust Deeds.
- I. On or about January 17, 2007, Borrower executed and delivered to Lender a promissory note in the original principal amount of \$1,550,000.00 ("Loan 9005") which was secured in part by a junior-lien trust deed (collectively, "Loan 9005 Trust Deeds") on each of three parcels of real property located in the counties of Davis and Toole, State of Utah.
- J. Each of the Loan 9005 Trust Deeds contains a cross-collateralization provision whereby the respective trustor agrees that the real property to which that

trust deed pertains will secure, in addition to Loan 9005, all other indebtedness, then existing or thereafter originated, between the Borrower and Lender.

K. Loan 9005 is further secured by an "Assignment of Tenant's Interest in Ground Lease for Security" on each of six ground leases that name Wind River Petroleum as Tenant and that pertain respectively to real property in Davis, Weber, and Salt Lake County, Utah and Bonneville County, Idaho (collectively, "Loan 9005 Assignments").

L. On or about July 18, 2007, Borrower executed and delivered to Lender a promissory note in the original principal amount of \$1,497,882.64 ("Loan 4001") which was secured in part by a leasehold deed of trust and fixture filing ("Loan 4001 Trust Deed") on a parcel of real property located in Salt Lake County, Utah.

M. The Loan 4001 Trust Deed contains a cross-collateralization provision whereby the trustor agrees that the real property to which that trust deed pertains will secure, in addition to Loan 4001, all other indebtedness, then existing or thereafter originated, between the Borrower and Lender.

N. On or about September 10, 2007, Keith S. Christensen and J. Craig Larson, collectively as "New Borrower," and Wind River Petroleum and Christensen & Larson Investment Company, collectively as "Old Borrower," executed that certain Assumption Agreement ("Assumption Agreement") whereby New Borrower assumed any and all obligations of Old Borrower under Loan 9001 and the Initial Loan 9001 Trust Deeds. By this reference, the Assumption Agreement is incorporated in and made a part of this Agreement.

O. Under the Assumption Agreement, each parcel of 9001 Pledged Property remained subject to the liens, charges, or encumbrances of the Initial Loan 9001 Trust Deeds, including the terms and conditions of this Agreement.

P. On or about August 5, 2008, Lender executed:

1. a Deed of Reconveyance whereby Lender released its security interest in real property located at 712 South State Street, Clearfield, Utah ("Clearfield Property") that was conveyed pursuant to the 9001 Trust Deed recorded as Entry No. 1755692, in Book 3049, at Page 488 in the Official Records of the Recorder of Weber County, Utah ("9001 Clearfield Property Trust Deed"); and
2. two Deeds of Partial Reconveyance whereby Lender released its security interests in the Clearfield Property that was conveyed pursuant to the 9002 Trust Deed recorded as Entry No. 1930463, in Book 3412, at Page 902 in the Official Records of the Recorder of Weber County, Utah and the 9002 Trust Deed recorded as Entry No. 1930464, in Book 3412, at Page 914 in the Official Records of the Recorder of Weber County, Utah (collectively, "9002 Clearfield Property Trust Deeds"); and
3. two Deeds of Partial Reconveyance whereby Lender released its security interests in real property located at 2603 East Parley's Way, Salt

Lake City, Utah that was conveyed pursuant to the 9002 Trust Deed recorded as Entry No. 8882456, in Book 8907, at Page 5715, and the 9002 Trust Deed recorded as Entry 8882457, in Book 8907, at Page 6728 in the Official Records of the Recorder of Weber County, Utah (collectively, the "2002 Parley's Way Trust Deeds"). In the remainder of this Agreement, "Loan 9001 Trust Deeds" means the Initial Loan 9001 Trust Deeds less the 9001 Clearfield Property Trust Deed and "Loan 9002 Trust Deeds" means the Initial Loan 9002 Trust Deeds less the 9002 Clearfield Property Trust Deeds and the 9002 Parley's Way Trust Deeds.

4. Contemporaneously with the execution of this Agreement, Lender is making a loan to Borrower in the original principal amount of \$1,650,000.00 ("Loan 9006"), which loan is intended by Lender and Borrower to be a consolidation of Borrower's outstanding obligations under Loan 9002 and Loan 9003. Loan 9006 is secured in part by the Loan 9002 Trust Deeds and in part by the Loan 9005 Assignments.

Q. This and all preceding Representations by the Parties are contractually binding and not mere recitals.

2. Paragraph 1 of the Agreement section of the Acknowledgment is deleted in its entirety and replaced with the following text:

1. Lender and Borrower acknowledge and agree that it is the express intention of Borrower that Loan 4001, Loan 9001, Loan 9004, Loan 9005, Loan 9006, and every extension of credit by Lender to Borrower after the effective date of this Agreement (each, a "Wind River Loan" and collectively, "Wind River Loans") will be collateralized and, as the case may be, cross-collateralized, by all interests in real property that Borrower pledges as collateral for any Wind River Loan. Accordingly, and by way of example only, as of the date of this Agreement, Loan 4001, Loan 9001, Loan 9004, Loan 9005, and Loan 9006 are collateralized and, as the case may be, cross-collateralized, by the Loan 4001 Trust Deed, the Loan 9001 Trust Deeds, the Loan 9002 Trust Deeds, the Juab County Trust Deed, the Loan 9005 Trust Deeds, and the Loan 9005 Assignments.

3. Paragraph 2 of the Agreement section of the Acknowledgment is deleted in its entirety and replaced with the following text:

2. Lender and Borrower further acknowledge and agree that each Wind River Loan is and shall be cross-defaulted with each and every other Wind River Loan such that Borrower's default under one Wind River Loan may be deemed by Lender to be a default under one or more other Wind River Loans.

4. Paragraph 3 of the Agreement section of the Acknowledgment is deleted in its entirety and replaced with the following text:

3. The cross-collateralization agreements herein are supported by and further memorialize the cross-collateralization provisions in the Loan 4001

Trust Deed, the Loan 9001 Trust Deeds, the Loan 9002 Trust Deeds, the Juab County Trust Deed, the Loan 9005 Trust Deeds, and the cross collateralization provisions that will appear in any trust deed related to any future Wind River Loan.

5. Paragraph 4 of the Agreement section of the Acknowledgment is deleted in its entirety and replaced with the following text:

4. Borrower covenants and agrees with Lender that Borrower shall not, without the prior written consent of Lender, sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber the real property or any interest therein secured by the Loan 4001 Trust Deed, the Loan 9001 Trust Deeds, the Loan 9002 Trust Deeds, the Juab County Trust Deed, the Loan 9005 Trust Deeds, the Loan 9005 Assignments, or the cross-collateralization provisions that appear in any trust deed related to any future Wind River Loan.

6. Paragraph 5 of the Agreement section of the Acknowledgment is deleted in its entirety and replaced with the following text:

5. Lender and Borrower agree to record an original of this Agreement in the real property records for each parcel of real property secured by the Loan 4001 Trust Deed, the Loan 9001 Trust Deeds, the Loan 9002 Trust Deeds, the Juab County Trust Deed, the Loan 9005 Trust Deeds, the Loan 9005 Assignments, and any trust deed related to any future Wind River Loan.

7. Except as expressly modified by this First Amendment, all others terms and conditions of the Acknowledgment shall remain in full force and effect.

Executed this 29<sup>th</sup> day of December 2009

**BORROWER**

CHRISTENSEN AND LARSON, L.L.C.

By: [Signature]  
Its: [Signature]

WIND RIVER PETROLEUM

By: [Signature]  
Its: [Signature]

CHRISTENSEN AND LARSON  
INVESTMENT COMPANY

By: [Signature]  
Its: [Signature]

**LENDER**

ZIONS FIRST NATIONAL BANK

By: [Signature]  
Its: 50 Vice President

J. CRAIG LARSON

[Signature]

KEITH S. CHRISTENSEN

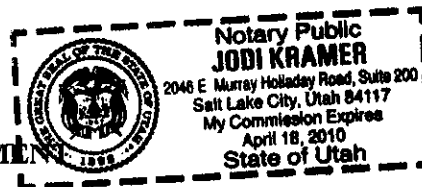
[Signature]

## LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH )  
 ) : ss.  
 COUNTY OF Salt Lake )

On the 29<sup>th</sup> day of December, 2009, personally appeared before me Keith Christensen who being duly sworn, did say that he is a managing member of CHRISTENSEN AND LARSON, L.L.C., the limited liability company that executed the above and foregoing instrument, and that said instrument was signed in behalf of said limited liability company by authority, and said Keith Christensen acknowledged to me that said limited liability company executed the same.

Jodi Kramer  
 Notary Public

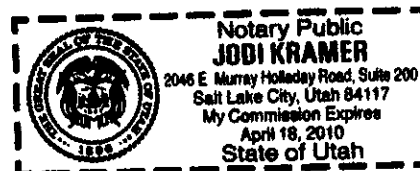


## LIMITED ABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH )  
 ) : ss.  
 COUNTY OF Salt Lake )

On the 29<sup>th</sup> day of December, 2009, personally appeared before me J. Craig Larson who being duly sworn, did say that he is a managing member of CHRISTENSEN AND LARSON, L.L.C., the limited liability company that executed the above and foregoing instrument, and that said instrument was signed in behalf of said limited liability company by authority, and said J. Craig Larson acknowledged to me that said limited liability company executed the same.

Jodi Kramer  
 Notary Public

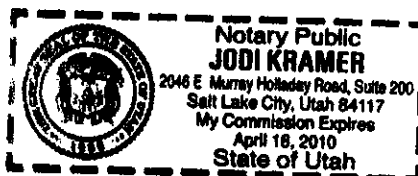


## CORPORATE ACKNOWLEDGMENT

STATE OF UTAH )  
 ) : ss.  
 COUNTY OF Salt Lake )

On the 29<sup>th</sup> day of December, 2009, personally appeared before me Keith S. Christensen, who being duly sworn, did say that he is the President of CHRISTENSEN AND LARSON INVESTMENT COMPANY, the corporation that executed the above and foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Keith S. Christensen Acknowledged to me that said corporation executed the same.

Jodi Kramer  
 Notary Public

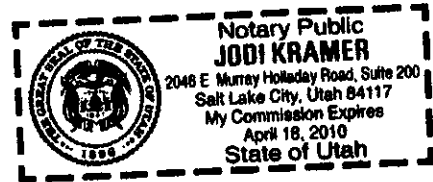


## CORPORATE ACKNOWLEDGMENT

STATE OF UTAH )  
 : ss.  
 COUNTY OF Salt Lake )

On the 29<sup>th</sup> day of December, 2009, personally appeared before me J. Craig Larson, who being duly sworn, did say that he is the President of WIND RIVER PETROLEUM, the corporation that executed the above and foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said J. Craig Larson acknowledged to me that said corporation executed the same.

Jodi Kramer  
 Notary Public

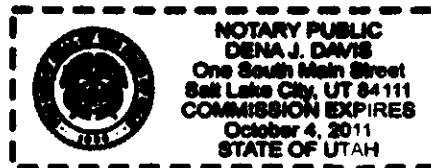


## CORPORATE ACKNOWLEDGMENT

STATE OF UTAH )  
 : ss.  
 COUNTY OF Salt Lake )

On the 29<sup>th</sup> day of December, 2009, personally appeared before me Kristy Walker, who being duly sworn, did say that she is a Vice President of ZIONS FIRST NATIONAL BANK, the corporation that executed the above and foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Kristy Walker acknowledged to me that said corporation executed the same.

Dena J. Davis  
 Notary Public

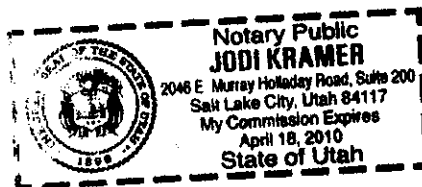


STATE OF UTAH )  
 : ss.  
 COUNTY OF \_\_\_\_\_ )

## INDIVIDUAL ACKNOWLEDGEMENTS

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of December 2009 by J. CRAIG LARSON.

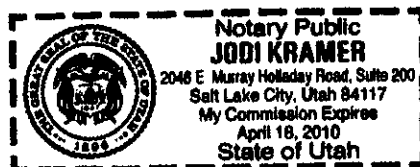
Jodi Kramer  
 NOTARY PUBLIC



STATE OF UTAH )  
 : ss.  
 COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of December 2009 by KEITH S. CHRISTENSEN.

Jodi Kramer  
 NOTARY PUBLIC



## Davis County Exhibit "A"

### Parcel 2 (02-026-0067)

A part of the Southwest Quarter of Section 7, Township 2 North, Range 1 East, Salt Lake Base and Meridian, County of Davis, State of Utah, more particularly described as follows: Beginning at a point on the East line of the Utah Department of Transportation Right of Way, said point being North 00°05'33" West 2414.21 feet along the Section line and North 89°54'27" East 824.21 feet along the Section line and South 0°05'58" East 2.50 feet from the Southwest Corner of said Southwest Quarter of Section 7; and running thence Southerly along said Right of Way line the next two (2) courses: 1) South 00°05'58" East 48.82 feet; 2) along the arc of a curve to the right through a central angle of 07°25'13" an arc distance of 111.19 feet and a radius of 858.51 feet (chord bears South 03°36'39" West 111.11 feet); thence departing said East line and running South 77°26'24" East 257.76 feet to the West line of Marketplace Drive; thence North 00°06'15" West 181.18 feet along said West line to the South line of property conveyed to Centerville City by that certain Special Warranty Deed, recorded August 15, 1995, as Entry No. 1194112, in Book 1905, at Page 297; thence along said South line to the following two courses: North 45°06'06" West 49.50 feet; and South 89°54'02" West 209.29 feet to the East line of the Interstate 15 Frontage Road and the point of beginning.

Excepting there from all oil, gas, minerals, and ores situated in, upon, or under the above described tract of land, together with all rights in connection with or relative to the exploration, mining, removal or sale of the same.

### Parcel 2A

Cross Easement Agreement, dated April 22, 1999, and recorded May 10, 1999, as Entry No. 1512377, in Book 2496, at Page 1397, described as follows: Beginning at the Northwest Corner of Lot 11, Centerville Marketplace Subdivision, a subdivision being a part of the Southwest Quarter of Section 7, Township 2 North, Range 1 East, Salt Lake Base and Meridian, and as filed in Book 1837 of Plats, at Page 32, of Davis County Records, State of Utah, said point being on the arc of a 858.51 foot radius curve to the left the radius point of which bears North 82°40'43" West; thence Northerly along the arc of said curve 46.67 feet through a central angle of 3°06'52"; thence South 46°48'01" East 84.04 feet; thence South 77°26'24" East 69.47 feet; thence South 12°33'36" West 46.97 feet; thence North 77°38'13" West 57.20 feet to the point of an 85.00 foot radius curve to the right, the radius point of which bears North 12°21'47" East; thence Northerly along the arc of said curve 52.37 feet through a central angle of 35°17'58"; thence North 42°20'15" West 27.23 feet to the point of a 30.00 foot radius curve to the left, the radius point of which bears South 47°39'45" West; thence Northwesterly along the arc of said curve 7.75 feet through a central angle of 14°47'59" to a point on an 858.51 foot radius curve to the left the radius point of which bears North 82°04'42" West, said point also being on the West line of said Lot 11; thence Northerly along the arc of said curve 8.99 feet through a central angle of 0°36'01" to the point of beginning.

Address:  
382 North Frontage Road  
Centerville, Utah

### Parcel 3: (07-031-0041 and 07-031-0083)

Beginning at a point on the East right-of-way line of 100 East Street, said point being South 0° 17' 15" West 277.56 feet and South 89° 42' 45" East 49.50 feet from a monument at State Street and 100 East Street in Farmington, Utah, said point also being North 267.00 feet from the Southwest corner of Lot 3, Block 1, Plat "A", Farmington Townsite Survey in the City of Farmington; and running thence South 89° 42' 45" East 141.78 feet to the Westerly right-of-way line of Utah State Highway 91 Alternate; thence along said right-of-way North 39° 26' 43" West 221.81 feet to the East right-of-way line of 100 East Street; thence along said right-of-way South 0° 17' 15" West 170.58 feet to the point of beginning.



**Parcel 3A**

Beginning at a point on the East right-of-way line of 100 East Street, said point being South  $0^{\circ} 17' 15''$  West 277.56 feet and South  $89^{\circ} 42' 45''$  East 49.50 feet from a monument at State Street and 100 East Street in Farmington, Utah, said point also being North 267.00 feet from the Southwest corner of Lot 3, Block 1, Plat "A", Farmington Townsite Survey, in the City of Farmington; and running thence North  $89^{\circ} 42' 45''$  West 16.0 feet; thence North  $0^{\circ} 17' 15''$  East 50.0 feet; thence North  $29^{\circ} 42' 45''$  West 50.0 feet; thence North  $0^{\circ} 17' 15''$  East 93.0 feet to a point on a non-radical curve to the right, chord bearing is North  $77^{\circ} 37' 24''$  East, chord distance 24.1237 feet, radius is 19.0 feet, delta  $78^{\circ} 48' 55''$ ; thence along arc of said curve 26.1362 feet; thence South  $39^{\circ} 26' 43''$  East 27.32 feet; thence South  $0^{\circ} 17' 15''$  West 170.58 feet to the point of beginning.

Address: 35 South 100 East  
Farmington, Utah 84025

**Parcel 4: (06-095-0179)**

A parcel of land situate in Lot 4, Davis County Survey, in the Northwest Quarter of the Southeast Quarter of Section 36, Township 2 North, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the Westerly right-of-way line of the old Bamberger Railroad and the Northerly right-of-way line of a North Salt Lake street at a point 1320.00 feet North  $0^{\circ} 09'$  West along the Quarter Section line, 203.01 feet North  $89^{\circ} 56'$  East, 123.0 feet South  $0^{\circ} 40'$  West, 554.19 feet North  $89^{\circ} 40'$  East and 28.07 feet North  $26^{\circ} 44'$  East from the South Quarter Corner of said Section 36, which point of beginning is also 833.00 feet South  $89^{\circ} 22'$  West, 701.79 feet South, 213.69 feet North  $89^{\circ} 40'$  East and 28.07 feet North  $26^{\circ} 44'$  East from the monument marking the centerline intersection of 2600 South Street and U.S. Highway 89; thence North  $89^{\circ} 40'$  East 20.00 feet to a point of tangency with a 180-foot radius curve to the right; thence Easterly 51.63 feet along the arc of said curve to the Easterly right-of-way line of said railroad; thence North  $26^{\circ} 44'$  East 359.03 feet along said Easterly right-of-way line; thence North  $63^{\circ} 16'$  West 66.50 feet to the Westerly right-of-way line of said railroad; thence South  $26^{\circ} 44'$  West 384.75 feet along said Westerly right-of-way line to the point of beginning.

**Parcel 4A:**

Commencing at the intersection of the West side of No. 1, Davis County Road Survey, and the South side of Lot 4 in Section 36, Township 2 North, Range 1 West, Salt Lake Base and Meridian, Local Survey, 1200 feet North  $0^{\circ} 09'$  West and North  $89^{\circ} 40'$  East 1000 feet, more or less, from the Southwest corner of the Southeast Quarter of Section 36, Township 2 North, Range 1 West, Salt Lake Base and Meridian, Local Survey, and running thence Northeasterly along the West side of said highway 729 feet, more or less, to the South side of another certain street, running East and West; thence West along the South side of said last mentioned street, 117 feet, more or less, to the East line of the right-of-way of the now Bamberger Electric Railroad Company; thence Southerly along the east line of said right-of-way 729 feet, more or less, to the South line of said Lot 4; thence East along the South line of said Lot 4, 34 feet, more or less, to the point of commencement.

Address: 1065 North Highway 89  
North Salt Lake, Utah 84054

**Parcel 5: (11-100-0134)**

All of Lots 1 and 2 and the South 76.5 feet of Lots 7 and 8, Block 4, Plat "B", Kaysville Townsite Survey, being more particularly described as follows:

Beginning at a set rebar with cap at the Southeast corner of said Lot 1, Block 4, Plat "B", Kaysville Townsite Survey, said point of beginning being North  $89^{\circ}07'37''$  West along the monument line 33.00 feet and North  $1^{\circ}01'11''$  East, parallel with the 300 West Street monument line extended, 49.50 feet from the survey monument at the intersection of 200 North Street and 300 West Street; thence North  $89^{\circ}07'37''$  West 257.66 feet (measured; record = 257.4 feet) to a set rebar with cap at the Southwest corner of said Lot 2; thence North  $1^{\circ}01'11''$  East 340.50 feet to a set rebar with cap at a point that is North  $1^{\circ}01'11''$  East 76.50 feet from the Southwest corner of said Lot 7; thence South  $89^{\circ}07'37''$  East 257.66 feet (measured; record = 257.4 feet) to a set rebar with cap at a point that is North  $1^{\circ}01'11''$  East 76.50 feet from the Southeast corner of said Lot 8; thence South  $1^{\circ}01'11''$  West 340.50 feet to the point of beginning.

Address: 280 West 200 North  
Kaysville, Utah 84037