



\*W2976888\*

E# 2976888 PG 1 OF 20  
Leann H. Kilts, WEBER COUNTY RECORDER  
29-Apr-19 11:06 AM FEE \$48.00 DEP DAC  
REC FOR: MERIDIAN TITLE COMPANY  
ELECTRONICALLY RECORDED

WHEN RECORDED MAIL TO:  
Bach Legacy, LLC  
11650 S. State Street #300  
Draper, UT 84020

MTC FILE NO. 269386

----- Space Above This Line For Recorder's Use

**TRUST DEED  
With Assignment of Rents**

THIS TRUST DEED, made this 25th day of April, 2019, between EAGLE'S LANDING APARTMENTS, LLC, a Utah limited liability company, as TRUSTOR, whose address is 11650 S. State Street, #300, Draper, UT 84020, ; MERIDIAN TITLE COMPANY, as TRUSTEE, and BACH LEGACY, LLC, as BENEFICIARY, whose address is 11650 S. State Street, #300, Draper, UT 84020.

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

PARCEL 1: [07-073-0007]  
PART OF THE EAST 1/2 OF SECTION 18, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT NORTH 10.90 CHAINS AND SOUTH 78°45' EAST 751.82 FEET AND SOUTH 13°28' WEST 169.94 FEET AND SOUTHWESTERLY ALONG A SPIRALED CURVE TO THE LEFT 910.06 FEET FROM THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 18, THENCE CONTINUING ALONG A SPIRALED CURVE 508.78 FEET, THENCE NORTH 74°04' EAST 50 FEET TO THE WEST LINE OF U.P.R.R. CO, RIGHT-OF-WAY, THENCE SOUTHERLY AND SOUTHEASTERLY FOLLOWING SAID RIGHT-OF-WAY TO THE NORTH LINE OF BANK OF UTAH PROPERTY DEEDED IN (1224-330), THENCE SOUTH 87°26'22" WEST 367.06 FEET, THENCE NORTH 27°09'51" WEST 807.90 FEET TO A POINT WEST OF THE POINT OF BEGINNING, THENCE EAST TO THE POINT OF BEGINNING.

PARCEL 2: [07-073-0012]  
PART OF THE EAST 1/2 OF SECTION 18, TOWNSHIP 5 NORTH, RANGE 5 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING 10.90 CHAINS NORTH AND SOUTH 78°45' EAST 301.82 FEET, MORE OR LESS, FROM THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 18, SAID POINT OF BEGINNING BEING ON THE WEST LINE OF THE DAVIS AND WEBER COUNTIES CANAL MILL RUN; RUNNING

ACCOMMODATION RECORDING ONLY.  
MERIDIAN TITLE COMPANY MAKE NO REPRESENTATION  
AS TO CONDITION OF TITLE, PRIORITY OF LIEN, NOR  
DOES IT ASSUME ANY RESPONSIBILITY FOR VALIDITY,  
SUFFICIENCY OR EFFECT OF DOCUMENT.

THENCE SOUTH 78°45' EAST 450 FEET, MORE OR LESS, TO THE WEST LINE OF THE PROPERTY CONVEYED TO UNION PACIFIC RAILROAD COMPANY BY DEEDS RECORDED IN BOOK 995, PAGES 798-805 AND BOOK 997 PAGES 768-769, RUNNING THENCE SOUTH 13°28' WEST ALONG SAID PROPERTY 169.94 FEET, MORE OR LESS, TO POINT OF TANGENCY OF CURVE; THENCE SOUTHERLY ALONG SAID CURVE (ALONG SAID PROPERTY SO CONVEYED) A DISTANCE OF 910.06 FEET; THENCE WEST TO THE WEST LINE OF SAID CANAL; THENCE NORTHERLY ALONG THE WEST LINE OF SAID CANAL 1080 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

EXCEPT THAT PORTION THEREOF, IF ANY, LYING WEST OF THE QUARTER SECTION LINE.

TOGETHER WITH AND SUBJECT TO THE EXISTING ROAD RIGHT OF WAY ACROSS THE SOUTHEAST PORTION OF THE DESCRIBED PREMISES UTILIZED FOR INGRESS AND EGRESS BY GRANTEE AND ADJACENT PROPERTY OWNERS.

EXCEPT THE LAND CONVEYED TO THE STATE OF UTAH FOR HIGHWAY PURPOSES.

EXCEPT THE LAND LYING WITHIN THE WEBER RIVER.

PARCEL 3: [07-068-0018]

PART OF THE EAST HALF OF SECTION 18, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 18 AND RUNNING THENCE NORTH 10.90 CHAINS; THENCE SOUTH 78°45' EAST 301.82 FEET, MORE OR LESS, TO THE WEST LINE OF THE DAVIS AND WEBER CANAL MILL RUN; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID CANAL TO THE WEST LINE OF SAID EAST HALF OF SECTION 18, THENCE NORTH TO BEGINNING.

PARCEL 4: [07-068-0027]

PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN: BEGINNING AT A POINT SOUTH 17 CHAINS AND WEST 1467.17 FEET FROM THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER SECTION; RUNNING THENCE WEST 64.03 FEET; THENCE NORTH 68° WEST 2.23 CHAINS TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 50°45' WEST 3.32 CHAINS; THENCE SOUTH 1° EAST 0.59 CHAINS; THENCE SOUTH 49°30' WEST 2.77 CHAINS; THENCE SOUTH 69°30' WEST 2.74 CHAINS; THENCE WEST 7.50 CHAINS TO THE WEST LINE OF SAID NORTHEAST QUARTER SECTION; THENCE SOUTH 7.20 CHAINS, MORE OR LESS, TO A POINT 10.90 CHAINS NORTH OF THE

SOUTHWEST CORNER OF SAID NORTHEAST QUARTER SECTION;  
 THENCE SOUTH 78°45' EAST 751.87 FEET; THENCE NORTH 13°28' EAST  
 1009.25 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING:

LOCATED IN SECTION 18, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT  
 LAKE BASE AND MERIDIAN, WEBER COUNTY, STATE OF UTAH  
 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°13'45" WEST 2594.91 FEET ALONG  
 SECTION LINE AND SOUTH 00°53'03" WEST 1319.60 FEET FROM THE  
 NORTHEAST CORNER OF SECTION 18, TOWNSHIP 5 NORTH, RANGE 1  
 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE  
 SOUTH 00°53'03" WEST 141.99 FEET; THENCE EAST 130.46 FEET;  
 THENCE ALONG A 805.76 FOOT RADIUS NON-TANGENT CURVE TO  
 THE LEFT A DISTANCE OF 138.42 FEET (CHORD BEARS SOUTH  
 21°26'26" WEST 138.25 FEET); THENCE SOUTH 89°59'58" WEST 28.78  
 FEET; THENCE SOUTH 38°35'59" WEST 819.03 FEET; THENCE SOUTH  
 16°01'56" WEST 406.51 FEET; THENCE SOUTH 00°36'30" EAST 184.93  
 FEET; THENCE SOUTH 18°35'34" EAST 379.85 FEET; THENCE SOUTH  
 46°24'46" EAST 33.40 FEET; THENCE SOUTH 45°53'42" EAST 99.95 FEET;  
 THENCE SOUTH 51°58'37" EAST 151.01 FEET; THENCE SOUTH 37°29'44"  
 EAST 109.54 FEET; THENCE SOUTH 38°06'35" EAST 177.08 FEET;  
 THENCE SOUTH 19°45'45" EAST 187.55 FEET; THENCE NORTH 89°59'52"  
 EAST 197.02 FEET; THENCE ALONG A 230.00 FOOT RADIUS NON-  
 TANGENT CURVE TO THE LEFT A DISTANCE OF 114.71 FEET (CHORD  
 BEARS SOUTH 25°43'50" EAST 113.53 FEET); THENCE SOUTH 50°08'57"  
 WEST 96.81 FEET; THENCE SOUTH 28°31'29" EAST 348.77 FEET;  
 THENCE SOUTH 80°27'38" EAST 72.10 FEET; THENCE SOUTH 15°38'10"  
 EAST 457.57 FEET; THENCE NORTH 75°17'31" EAST 150.02 FEET;  
 THENCE SOUTH 15°38'10" EAST 84.12 FEET; THENCE ALONG A 80.00  
 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 135.44 FEET  
 (CHORD BEARS SOUTH 64°08'15" EAST 119.84 FEET); THENCE NORTH  
 67°21'40" EAST 13.56 FEET; THENCE ALONG A 25.00 FOOT RADIUS  
 CURVE TO THE RIGHT A DISTANCE OF 42.33 FEET (CHORD BEARS  
 SOUTH 64°08'15" EAST 37.45 FEET); THENCE SOUTH 15°38'10" EAST  
 33.12 FEET; THENCE SOUTH 57°33'19" WEST 135.80 FEET; THENCE  
 SOUTH 15°38'10" EAST 304.74 FEET; THENCE NORTH 74°21'50" EAST  
 130.00 FEET; THENCE SOUTH 15°38'10" EAST 6.97 FEET; THENCE  
 SOUTH 22°50'20" EAST 37.59 FEET; THENCE SOUTH 70°10'01" WEST  
 123.64 FEET; THENCE SOUTH 26°55'28" EAST 281.91 FEET; THENCE  
 WEST 204.97 FEET, MORE OR LESS, TO THE NORTHEASTERLY RIGHT-  
 OF-WAY LINE OF THE INTERSTATE 84 HIGHWAY; THENCE ALONG  
 SAID RIGHT-OFWAY LINE THE FOLLOWING SEVEN (7) COURSES; 1.)  
 NORTH 36°11'11" WEST 273.65 FEET; 2.) THENCE NORTH 25°07'35"  
 WEST 178.20; 3.) THENCE NORTH 24°49'32" WEST 185.71 FEET; 4.)  
 THENCE NORTH 25°42'32" WEST 278.27 FEET; 5.) THENCE ALONG A

CURVE TO THE LEFT WITH A RADIUS OF 2864.93 FEET A DISTANCE OF 404.86 FEET (CHORD BEARS NORTH 27°03'27" WEST 404.52 FEET); 6.) THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2934.31 FEET A DISTANCE OF 305.22 FEET (CHORD BEARS NORTH 36°20'54" WEST 305.08 FEET); 7.) THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2930.79 FEET A DISTANCE OF 541.16 FEET (CHORD BEARS NORTH 41°57'00" WEST 540.39 FEET), MORE OR LESS, TO THE CENTERLINE OF THE WEBER RIVER; THENCE ALONG SAID CENTERLINE OF THE WEBER RIVER THE FOLLOWING TEN (10) COURSES; 1.) THENCE NORTH 27°19'13" WEST 295.67 FEET; 2.) THENCE NORTH 21°08'35" WEST 306.53 FEET; 3.) THENCE NORTH 14°08'12" WEST 251.18 FEET; 4.) THENCE NORTH 02°59'07" WEST 117.99 FEET; 5.) NORTH 13°00'24" EAST 257.91 FEET; 6.) THENCE NORTH 09°16'16" EAST 231.56 FEET; 7.) THENCE NORTH 01°47'44" EAST 182.55 FEET; 8.) THENCE NORTH 10°02'36" EAST 259.75 FEET; 9.) THENCE NORTH 31°26'04" EAST 287.76 FEET; 10.) THENCE NORTH 45°41'02" EAST 402.05 FEET; THENCE LEAVING SAID CENTERLINE OF THE WEBER RIVER SOUTH 89°09'48" EAST 109.26 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 5: [07-073-0035]

LOCATED IN SECTION 18, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, STATE OF UTAH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 00°53'03" WEST 277.89 FEET FROM THE CENTER OF SECTION 18, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING SOUTH 00°42'38" WEST 2897.63 FEET AND WEST 2604.00 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 18, AND RUNNING THENCE SOUTH 89°06'57" EAST 58.94 FEET; THENCE SOUTH 02°50'03" WEST 410.00 FEET; THENCE SOUTH 00°53'03" WEST 660.00 FEET; THENCE SOUTH 17°03'03" WEST 74.84 FEET, MORE OR LESS, TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE INTERSTATE 84 HIGHWAY; THENCE ALONG SAID RIGHT-OF-WAY LINE ALONG THE ARC OF A 2930.79 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 90.71 FEET (CHORD BEARS NORTH 37°12'17" WEST 90.71 FEET); THENCE LEAVING SAID RIGHT-OF-WAY EAST 6.79 FEET; THENCE NORTH 00°53'03" EAST 660.38 FEET; NORTH 02°50'03" EAST 410.00 FEET; THENCE SOUTH 89°06'57" EAST 11.06 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LESS AND EXCEPTING:

LOCATED IN SECTION 18, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, STATE OF UTAH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°13'45" WEST 2594.91 FEET ALONG SECTION LINE AND SOUTH 00°53'03" WEST 1319.60 FEET FROM THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°53'03" WEST 141.99 FEET; THENCE EAST 130.46 FEET; THENCE ALONG A 805.76 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT A DISTANCE OF 138.42 FEET (CHORD BEARS SOUTH 21°26'26" WEST 138.25 FEET); THENCE SOUTH 89°59'58" WEST 28.78 FEET; THENCE SOUTH 38°35'59" WEST 819.03 FEET; THENCE SOUTH 16°01'56" WEST 406.51 FEET; THENCE SOUTH 00°36'30" EAST 184.93 FEET; THENCE SOUTH 18°35'34" EAST 379.85 FEET; THENCE SOUTH 46°24'46" EAST 33.40 FEET; THENCE SOUTH 45°53'42" EAST 99.95 FEET; THENCE SOUTH 51°58'37" EAST 151.01 FEET; THENCE SOUTH 37°29'44" EAST 109.54 FEET; THENCE SOUTH 38°06'35" EAST 177.08 FEET; THENCE SOUTH 19°45'45" EAST 187.55 FEET; THENCE NORTH 89°59'52" EAST 197.02 FEET; THENCE ALONG A 230.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT A DISTANCE OF 114.71 FEET (CHORD BEARS SOUTH 25°43'50" EAST 113.53 FEET); THENCE SOUTH 50°08'57" WEST 96.81 FEET; THENCE SOUTH 28°31'29" EAST 348.77 FEET; THENCE SOUTH 80°27'38" EAST 72.10 FEET; THENCE SOUTH 15°38'10" EAST 457.57 FEET; THENCE NORTH 75°17'31" EAST 150.02 FEET; THENCE SOUTH 15°38'10" EAST 84.12 FEET; THENCE ALONG A 80.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 135.44 FEET (CHORD BEARS SOUTH 64°08'15" EAST 119.84 FEET); THENCE NORTH 67°21'40" EAST 13.56 FEET; THENCE ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 42.33 FEET (CHORD BEARS SOUTH 64°08'15" EAST 37.45 FEET); THENCE SOUTH 15°38'10" EAST 33.12 FEET; THENCE SOUTH 57°33'19" WEST 135.80 FEET; THENCE SOUTH 15°38'10" EAST 304.74 FEET; THENCE NORTH 74°21'50" EAST 130.00 FEET; THENCE SOUTH 15°38'10" EAST 6.97 FEET; THENCE SOUTH 22°50'20" EAST 37.59 FEET; THENCE SOUTH 70°10'01" WEST 123.64 FEET; THENCE SOUTH 26°55'28" EAST 281.91 FEET; THENCE WEST 204.97 FEET, MORE OR LESS, TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE INTERSTATE 84 HIGHWAY; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES; 1.) NORTH 36°11'11" WEST 273.65 FEET; 2.) THENCE NORTH 25°07'35" WEST 178.20; 3.) THENCE NORTH 24°49'32" WEST 185.71 FEET; 4.) THENCE NORTH 25°42'32" WEST 278.27 FEET; 5.) THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2864.93 FEET A DISTANCE OF 404.86 FEET (CHORD BEARS NORTH 27°03'27" WEST 404.52 FEET); 6.) THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2934.31 FEET A DISTANCE OF 305.22 FEET (CHORD BEARS NORTH 36°20'54" WEST 305.08 FEET); 7.) THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2930.79 FEET A DISTANCE OF 541.16 FEET (CHORD BEARS NORTH 41°57'00" WEST 540.39 FEET), MORE OR LESS, TO THE CENTERLINE OF THE WEBER RIVER; THENCE ALONG SAID

CENTERLINE OF THE WEBER RIVER THE FOLLOWING TEN (10) COURSES; 1.) THENCE NORTH 27°19'13" WEST 295.67 FEET; 2.) THENCE NORTH 21°08'35" WEST 306.53 FEET; 3.) THENCE NORTH 14°08'12" WEST 251.18 FEET; 4.) THENCE NORTH 02°59'07" WEST 117.99 FEET; 5.) NORTH 13°00'24" EAST 257.91 FEET; 6.) THENCE NORTH 09°16'16" EAST 231.56 FEET; 7.) THENCE NORTH 01°47'44" EAST 182.55 FEET; 8.) THENCE NORTH 10°02'36" EAST 259.75 FEET; 9.) THENCE NORTH 31°26'04" EAST 287.76 FEET; 10.) THENCE NORTH 45°41'02" EAST 402.05 FEET; THENCE LEAVING SAID CENTERLINE OF THE WEBER RIVER SOUTH 89°09'48" EAST 109.26 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 6: [07-073-0036]

PART OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, U S SURVEY: BEGINNING AT A POINT NORTH 719.40 FEET AND SOUTH 78°45'00" EAST 751.82 FEET AND SOUTH 13°28'00" WEST 169.94 FEET AND SOUTHWESTERLY ALONG A SPIRALED CURVE TO THE LEFT 910.06 FEET AND WEST 567.73 FEET FROM THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE SOUTH 27°09'51" EAST 807.90 FEET; THENCE SOUTH 87°26'22" WEST 463.07 FEET; THENCE NORTH 570.00 FEET; THENCE NORTH 1°57'00" EAST 169.57 FEET; THENCE EAST 88.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING:

LOCATED IN SECTION 18, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, STATE OF UTAH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°13'45" WEST 2594.91 FEET ALONG SECTION LINE AND SOUTH 00°53'03" WEST 1319.60 FEET FROM THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°53'03" WEST 141.99 FEET; THENCE EAST 130.46 FEET; THENCE ALONG A 805.76 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT A DISTANCE OF 138.42 FEET (CHORD BEARS SOUTH 21°26'26" WEST 138.25 FEET); THENCE SOUTH 89°59'58" WEST 28.78 FEET; THENCE SOUTH 38°35'59" WEST 819.03 FEET; THENCE SOUTH 16°01'56" WEST 406.51 FEET; THENCE SOUTH 00°36'30" EAST 184.93 FEET; THENCE SOUTH 18°35'34" EAST 379.85 FEET; THENCE SOUTH 46°24'46" EAST 33.40 FEET; THENCE SOUTH 45°53'42" EAST 99.95 FEET; THENCE SOUTH 51°58'37" EAST 151.01 FEET; THENCE SOUTH 37°29'44" EAST 109.54 FEET; THENCE SOUTH 38°06'35" EAST 177.08 FEET; THENCE SOUTH 19°45'45" EAST 187.55 FEET; THENCE NORTH 89°59'52" EAST 197.02 FEET; THENCE ALONG A 230.00 FOOT RADIUS NON-

TANGENT CURVE TO THE LEFT A DISTANCE OF 114.71 FEET (CHORD BEARS SOUTH 25°43'50" EAST 113.53 FEET); THENCE SOUTH 50°08'57" WEST 96.81 FEET; THENCE SOUTH 28°31'29" EAST 348.77 FEET; THENCE SOUTH 80°27'38" EAST 72.10 FEET; THENCE SOUTH 15°38'10" EAST 457.57 FEET; THENCE NORTH 75°17'31" EAST 150.02 FEET; THENCE SOUTH 15°38'10" EAST 84.12 FEET; THENCE ALONG A 80.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 135.44 FEET (CHORD BEARS SOUTH 64°08'15" EAST 119.84 FEET); THENCE NORTH 67°21'40" EAST 13.56 FEET; THENCE ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 42.33 FEET (CHORD BEARS SOUTH 64°08'15" EAST 37.45 FEET); THENCE SOUTH 15°38'10" EAST 33.12 FEET; THENCE SOUTH 57°33'19" WEST 135.80 FEET; THENCE SOUTH 15°38'10" EAST 304.74 FEET; THENCE NORTH 74°21'50" EAST 130.00 FEET; THENCE SOUTH 15°38'10" EAST 6.97 FEET; THENCE SOUTH 22°50'20" EAST 37.59 FEET; THENCE SOUTH 70°10'01" WEST 123.64 FEET; THENCE SOUTH 26°55'28" EAST 281.91 FEET; THENCE WEST 204.97 FEET, MORE OR LESS, TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE INTERSTATE 84 HIGHWAY; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES; 1.) NORTH 36°11'11" WEST 273.65 FEET; 2.) THENCE NORTH 25°07'35" WEST 178.20; 3.) THENCE NORTH 24°49'32" WEST 185.71 FEET; 4.) THENCE NORTH 25°42'32" WEST 278.27 FEET; 5.) THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2864.93 FEET A DISTANCE OF 404.86 FEET (CHORD BEARS NORTH 27°03'27" WEST 404.52 FEET); 6.) THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2934.31 FEET A DISTANCE OF 305.22 FEET (CHORD BEARS NORTH 36°20'54" WEST 305.08 FEET); 7.) THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2930.79 FEET A DISTANCE OF 541.16 FEET (CHORD BEARS NORTH 41°57'00" WEST 540.39 FEET), MORE OR LESS, TO THE CENTERLINE OF THE WEBER RIVER; THENCE ALONG SAID CENTERLINE OF THE WEBER RIVER THE FOLLOWING TEN (10) COURSES; 1.) THENCE NORTH 27°19'13" WEST 295.67 FEET; 2.) THENCE NORTH 21°08'35" WEST 306.53 FEET; 3.) THENCE NORTH 14°08'12" WEST 251.18 FEET; 4.) THENCE NORTH 02°59'07" WEST 117.99 FEET; 5.) NORTH 13°00'24" EAST 257.91 FEET; 6.) THENCE NORTH 09°16'16" EAST 231.56 FEET; 7.) THENCE NORTH 01°47'44" EAST 182.55 FEET; 8.) THENCE NORTH 10°02'36" EAST 259.75 FEET; 9.) THENCE NORTH 31°26'04" EAST 287.76 FEET; 10.) THENCE NORTH 45°41'02" EAST 402.05 FEET; THENCE LEAVING SAID CENTERLINE OF THE WEBER RIVER SOUTH 89°09'48" EAST 109.26 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 7: [07-073-0037]

A PART OF THE EAST ONE-HALF OF SECTION 18, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:

COMMENCING AT A POINT WEST 2026.48 FEET AND NORTH 236.67 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE NORTHWESTERLY 185.71 FEET MORE OR LESS AND 278.27 FEET; THENCE ALONG A 2° CURVE TO THE LEFT HAVING A RADIUS OF 2864.93 FEET FOR A DISTANCE OF 404.61 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2930.79 FEET, FOR A DISTANCE OF 413 FEET; THENCE NORTH 16°10' EAST 103 FEET; THENCE NORTH 90 FEET, MORE OR LESS, TO A 6 INCH WATER LINE; THENCE NORTH 87°26'22" EAST 830.13 FEET TO THE WEST LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY; THENCE SOUTHWESTERLY ALONG SAID RAILROAD RIGHT OF WAY 928.59 FEET; THENCE CONTINUING ALONG THE RAILROAD RIGHT OF WAY 386 FEET; THENCE WEST 626 FEET TO THE PLACE OF BEGINNING.

LESS AND EXCEPTING:

LOCATED IN SECTION 18, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, STATE OF UTAH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°13'45" WEST 2594.91 FEET ALONG SECTION LINE AND SOUTH 00°53'03" WEST 1319.60 FEET FROM THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°53'03" WEST 141.99 FEET; THENCE EAST 130.46 FEET; THENCE ALONG A 805.76 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT A DISTANCE OF 138.42 FEET (CHORD BEARS SOUTH 21°26'26" WEST 138.25 FEET); THENCE SOUTH 89°59'58" WEST 28.78 FEET; THENCE SOUTH 38°35'59" WEST 819.03 FEET; THENCE SOUTH 16°01'56" WEST 406.51 FEET; THENCE SOUTH 00°36'30" EAST 184.93 FEET; THENCE SOUTH 18°35'34" EAST 379.85 FEET; THENCE SOUTH 46°24'46" EAST 33.40 FEET; THENCE SOUTH 45°53'42" EAST 99.95 FEET; THENCE SOUTH 51°58'37" EAST 151.01 FEET; THENCE SOUTH 37°29'44" EAST 109.54 FEET; THENCE SOUTH 38°06'35" EAST 177.08 FEET; THENCE SOUTH 19°45'45" EAST 187.55 FEET; THENCE NORTH 89°59'52" EAST 197.02 FEET; THENCE ALONG A 230.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT A DISTANCE OF 114.71 FEET (CHORD BEARS SOUTH 25°43'50" EAST 113.53 FEET); THENCE SOUTH 50°08'57" WEST 96.81 FEET; THENCE SOUTH 28°31'29" EAST 348.77 FEET; THENCE SOUTH 80°27'38" EAST 72.10 FEET; THENCE SOUTH 15°38'10" EAST 457.57 FEET; THENCE NORTH 75°17'31" EAST 150.02 FEET; THENCE SOUTH 15°38'10" EAST 84.12 FEET; THENCE ALONG A 80.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 135.44 FEET (CHORD BEARS SOUTH 64°08'15" EAST 119.84 FEET); THENCE NORTH 67°21'40" EAST 13.56 FEET; THENCE ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 42.33 FEET (CHORD BEARS SOUTH 64°08'15" EAST 37.45 FEET); THENCE SOUTH 15°38'10" EAST 33.12 FEET; THENCE SOUTH 57°33'19" WEST 135.80 FEET; THENCE



SOUTH 15°38'10" EAST 304.74 FEET; THENCE NORTH 74°21'50" EAST 130.00 FEET; THENCE SOUTH 15°38'10" EAST 6.97 FEET; THENCE SOUTH 22°50'20" EAST 37.59 FEET; THENCE SOUTH 70°10'01" WEST 123.64 FEET; THENCE SOUTH 26°55'28" EAST 281.91 FEET; THENCE WEST 204.97 FEET, MORE OR LESS, TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE INTERSTATE 84 HIGHWAY; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES; 1.) NORTH 36°11'11" WEST 273.65 FEET; 2.) THENCE NORTH 25°07'35" WEST 178.20; 3.) THENCE NORTH 24°49'32" WEST 185.71 FEET; 4.) THENCE NORTH 25°42'32" WEST 278.27 FEET; 5.) THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2864.93 FEET A DISTANCE OF 404.86 FEET (CHORD BEARS NORTH 27°03'27" WEST 404.52 FEET); 6.) THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2934.31 FEET A DISTANCE OF 305.22 FEET (CHORD BEARS NORTH 36°20'54" WEST 305.08 FEET); 7.) THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2930.79 FEET A DISTANCE OF 541.16 FEET (CHORD BEARS NORTH 41°57'00" WEST 540.39 FEET), MORE OR LESS, TO THE CENTERLINE OF THE WEBER RIVER; THENCE ALONG SAID CENTERLINE OF THE WEBER RIVER THE FOLLOWING TEN (10) COURSES; 1.) THENCE NORTH 27°19'13" WEST 295.67 FEET; 2.) THENCE NORTH 21°08'35" WEST 306.53 FEET; 3.) THENCE NORTH 14°08'12" WEST 251.18 FEET; 4.) THENCE NORTH 02°59'07" WEST 117.99 FEET; 5.) NORTH 13°00'24" EAST 257.91 FEET; 6.) THENCE NORTH 09°16'16" EAST 231.56 FEET; 7.) THENCE NORTH 01°47'44" EAST 182.55 FEET; 8.) THENCE NORTH 10°02'36" EAST 259.75 FEET; 9.) THENCE NORTH 31°26'04" EAST 287.76 FEET; 10.) THENCE NORTH 45°41'02" EAST 402.05 FEET; THENCE LEAVING SAID CENTERLINE OF THE WEBER RIVER SOUTH 89°09'48" EAST 109.26 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM SAID PROPERTY THAT PORTION LYING WITHIN THE WEBER RIVER.

TOGETHER WITH A NON-EXCLUSIVE PERPETUAL EASEMENT AND RIGHT OF WAY, TO BE USED IN COMMON WITH OTHERS, OVER AND ACROSS THE FOLLOWING DESCRIBED TRACTS OF PROPERTY LOCATED IN WEBER COUNTY, UTAH:

PARCEL 7A:

THE WEST 60 FEET OF THE FOLLOWING DESCRIBED PROPERTY: A PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 17 CHAINS SOUTH AND 1467.17 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER SECTION, AND RUNNING THENCE SOUTH 15°16'25" WEST 324.0 FEET; THENCE SOUTH 20°41'40" EAST 289.69 FEET; THENCE SOUTH 13°15'42"

EAST 178.46 FEET; THENCE SOUTH 6°13'14" EAST 257.34 FEET; THENCE SOUTH 11°27'33" WEST 11.49 FEET; THENCE NORTH 78°45' WEST TO THE EAST LINE OF UNION PACIFIC RAILROAD COMPANY PROPERTY, THENCE NORTHEASTERLY ALONG SAID RAILROAD PROPERTY TO A POINT WEST OF BEGINNING; THENCE EAST 64.03 FEET TO THE POINT OF BEGINNING.

PARCEL 7B:

THE WEST 60 FEET OF THE FOLLOWING DESCRIBED PROPERTY: A PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN U.S. SURVEY; BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18, AND RUNNING THENCE NORTH 5.85 CHAINS; THENCE NORTH 78°45' WEST TO THE EAST LINE OF THE PROPERTY OF THE UNION PACIFIC RAILROAD COMPANY; THENCE SOUTHWESTERLY FOLLOWING THE EAST LINE OF SAID RAILROAD PROPERTY TO ITS INTERSECTION OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE EAST TO THE POINT OF BEGINNING.

PARCEL 8: [07-073-0038]

A PART OF THE NORTHEAST QUARTER OF SECTION 19 AND A PART OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: COMMENCING AT A POINT OF INTERSECTION OF THE SOUTH LINE OF SAID SECTION 18, AND THE WESTERLY LINE OF THE UNION PACIFIC RAILROAD COMPANY RIGHT OF WAY, WHICH IS WEST 1320 FEET, MORE OR LESS, FROM THE SOUTHEAST CORNER OF SAID SECTION 18, THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF THE UNION PACIFIC RAILROAD COMPANY RIGHT OF WAY 250 FEET, THENCE WEST 626 FEET, MORE OR LESS, TO THE NORTHEASTERLY RIGHT OF WAY LINE OF THE INTERSTATE HIGHWAY, THENCE SOUTHEAST ALONG SAID RIGHT OF WAY LINE, 204.29 FEET, THENCE SOUTHEAST ALONG SAID RIGHT OF WAY LINE 271.94 FEET, THENCE EAST 435.32 FEET, THENCE NORTH 151.8 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING:

LOCATED IN SECTION 18, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, STATE OF UTAH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°13'45" WEST 2594.91 FEET ALONG SECTION LINE AND SOUTH 00°53'03" WEST 1319.60 FEET FROM THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°53'03" WEST 141.99 FEET; THENCE EAST 130.46 FEET;

THENCE ALONG A 805.76 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT A DISTANCE OF 138.42 FEET (CHORD BEARS SOUTH 21°26'26" WEST 138.25 FEET); THENCE SOUTH 89°59'58" WEST 28.78 FEET; THENCE SOUTH 38°35'59" WEST 819.03 FEET; THENCE SOUTH 16°01'56" WEST 406.51 FEET; THENCE SOUTH 00°36'30" EAST 184.93 FEET; THENCE SOUTH 18°35'34" EAST 379.85 FEET; THENCE SOUTH 46°24'46" EAST 33.40 FEET; THENCE SOUTH 45°53'42" EAST 99.95 FEET; THENCE SOUTH 51°58'37" EAST 151.01 FEET; THENCE SOUTH 37°29'44" EAST 109.54 FEET; THENCE SOUTH 38°06'35" EAST 177.08 FEET; THENCE SOUTH 19°45'45" EAST 187.55 FEET; THENCE NORTH 89°59'52" EAST 197.02 FEET; THENCE ALONG A 230.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT A DISTANCE OF 114.71 FEET (CHORD BEARS SOUTH 25°43'50" EAST 113.53 FEET); THENCE SOUTH 50°08'57" WEST 96.81 FEET; THENCE SOUTH 28°31'29" EAST 348.77 FEET; THENCE SOUTH 80°27'38" EAST 72.10 FEET; THENCE SOUTH 15°38'10" EAST 457.57 FEET; THENCE NORTH 75°17'31" EAST 150.02 FEET; THENCE SOUTH 15°38'10" EAST 84.12 FEET; THENCE ALONG A 80.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 135.44 FEET (CHORD BEARS SOUTH 64°08'15" EAST 119.84 FEET); THENCE NORTH 67°21'40" EAST 13.56 FEET; THENCE ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 42.33 FEET (CHORD BEARS SOUTH 64°08'15" EAST 37.45 FEET); THENCE SOUTH 15°38'10" EAST 33.12 FEET; THENCE SOUTH 57°33'19" WEST 135.80 FEET; THENCE SOUTH 15°38'10" EAST 304.74 FEET; THENCE NORTH 74°21'50" EAST 130.00 FEET; THENCE SOUTH 15°38'10" EAST 6.97 FEET; THENCE SOUTH 22°50'20" EAST 37.59 FEET; THENCE SOUTH 70°10'01" WEST 123.64 FEET; THENCE SOUTH 26°55'28" EAST 281.91 FEET; THENCE WEST 204.97 FEET, MORE OR LESS, TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE INTERSTATE 84 HIGHWAY; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES; 1.) NORTH 36°11'11" WEST 273.65 FEET; 2.) THENCE NORTH 25°07'35" WEST 178.20; 3.) THENCE NORTH 24°49'32" WEST 185.71 FEET; 4.) THENCE NORTH 25°42'32" WEST 278.27 FEET; 5.) THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2864.93 FEET A DISTANCE OF 404.86 FEET (CHORD BEARS NORTH 27°03'27" WEST 404.52 FEET); 6.) THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2934.31 FEET A DISTANCE OF 305.22 FEET (CHORD BEARS NORTH 36°20'54" WEST 305.08 FEET); 7.) THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2930.79 FEET A DISTANCE OF 541.16 FEET (CHORD BEARS NORTH 41°57'00" WEST 540.39 FEET), MORE OR LESS, TO THE CENTERLINE OF THE WEBER RIVER; THENCE ALONG SAID CENTERLINE OF THE WEBER RIVER THE FOLLOWING TEN (10) COURSES; 1.) THENCE NORTH 27°19'13" WEST 295.67 FEET; 2.) THENCE NORTH 21°08'35" WEST 306.53 FEET; 3.) THENCE NORTH 14°08'12" WEST 251.18 FEET; 4.) THENCE NORTH 02°59'07" WEST 117.99 FEET; 5.) NORTH 13°00'24" EAST 257.91 FEET; 6.) THENCE NORTH 09°16'16" EAST

231.56 FEET; 7.) THENCE NORTH 01°47'44" EAST 182.55 FEET; 8.) THENCE NORTH 10°02'36" EAST 259.75 FEET; 9.) THENCE NORTH 31°26'04" EAST 287.76 FEET; 10.) THENCE NORTH 45°41'02" EAST 402.05 FEET; THENCE LEAVING SAID CENTERLINE OF THE WEBER RIVER SOUTH 89°09'48" EAST 109.26 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING FROM SAID PROPERTY THAT PORTION WITHIN THE WEBER RIVER.

PARCEL 8A:

TOGETHER WITH A PERPETUAL EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT OF INTERSECTION OF THE SOUTH LINE OF SAID SECTION 18 AND THE WESTERLY LINE OF THE UPRR CO. RIGHT OF WAY, WHICH IS WEST 1320 FEET MORE OR LESS FROM THE SOUTHEAST CORNER OF SECTION 18, AND PROCEEDING NORTHWESTERLY ALONG SAID WESTERLY LINE OF THE UNION PACIFIC RAILROAD COMPANY RIGHT OF WAY 250 FEET TO THE TRUE POINT OF BEGINNING, THENCE CONTINUING NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID UNION PACIFIC RAILROAD COMPANY RIGHT OF WAY 1539 FEET, THENCE SOUTH 74°04' WEST 50 FEET, MORE OR LESS, THENCE SOUTHEAST PARALLEL WITH AND 50 FEET DISTANT AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID UNION PACIFIC RAILROAD COMPANY RIGHT OF WAY 1535 FEET, MORE OR LESS, TO A POINT 50 FEET WEST OF THE TRUE POINT OF BEGINNING OF THIS EASEMENT, THENCE EAST 50 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 8B:

TOGETHER WITH A NON-EXCLUSIVE PERPETUAL EASEMENT AND RIGHT OF WAY, TO BE USED IN COMMON WITH OTHERS, OVER AND ACROSS THE FOLLOWING DESCRIBED TRACTS OF PROPERTY LOCATED IN WEBER COUNTY, UTAH. THE WEST 60 FEET OF THE FOLLOWING DESCRIBED PROPERTY: A PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 17 CHAINS SOUTH AND 1467.17 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER SECTION, AND RUNNING THENCE SOUTH 15°16'25" WEST 324.0 FEET; THENCE SOUTH 20°41'40" EAST 289.89 FEET; THENCE SOUTH 13°15'42" EAST 178.46 FEET; THENCE SOUTH 6°13'14" EAST 257.34 FEET; THENCE SOUTH 11°27'33" WEST 11.49 FEET; THENCE NORTH 78°45' WEST TO THE EAST LINE OF UNION PACIFIC RAILROAD COMPANY PROPERTY, THENCE NORTHEASTERLY ALONG SAID RAILROAD PROPERTY TO A POINT WEST OF BEGINNING; THENCE EAST 64.03 FEET TO THE POINT OF

BEGINNING. THE WEST 60 FEET OF THE FOLLOWING DESCRIBED PROPERTY: A PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN U.S. SURVEY; BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18, AND RUNNING THENCE NORTH 5.85 CHAINS; THENCE NORTH 78°45' WEST TO THE EAST LINE OF THE PROPERTY OF THE UNION PACIFIC RAILROAD COMPANY; THENCE SOUTHWESTERLY FOLLOWING THE EAST LINE OF SAID RAILROAD PROPERTY TO ITS INTERSECTION OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE EAST TO THE POINT OF BEGINNING.

PARCEL 9: [07-072-0054]

PART OF THE WEST 1/2 OF SECTION 18, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 20 CHAINS NORTH (1320 FEET) AND 25 FEET WEST OF THE SOUTH QUARTER CORNER OF SAID SECTION 18, (SAID POINT OF BEGINNING BEING ON THE WEST LINE OF THE DAVIS AND WEBER COUNTIES CANAL MILL RUN) AND RUNNING THENCE WEST 39 FEET MORE OR LESS TO THE RIGHT OF WAY OF THE FREEWAY KNOWN AS PROJECT NO. 80N-6, SAID POINT BEING ON A NON TANGENT POINT ON A 2930.79 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY 450.5 FEET, MORE OR LESS ALONG THE ARC OF SAID CURVE TO THE CENTERLINE OF THE WEBER RIVER (CHORD BEARS APPROXIMATELY NORTH 44°47'13" WEST 450 FEET), THENCE ALONG SAID CENTERLINE OF THE WEBER RIVER THE FOLLOWING 7 COURSES; NORTH 18°45'42" WEST 289.46 FEET; THENCE NORTH 11°44'58" WEST 321.71 FEET; THENCE NORTH 01°12'46" WEST 812.33 FEET; THENCE NORTH 01°47'44" EAST 182.55 FEET; THENCE NORTH 10°02'36" EAST 259.75 FEET; THENCE NORTH 31°26'04" EAST 287.76 FEET; THENCE NORTH 45°41'02" EAST 402.05 FEET; THENCE LEAVING SAID CENTERLINE OF THE WEBER RIVER SOUTH 89°09'48" EAST 109.4 FEET MORE OR LESS TO THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 18; THENCE SOUTH ALONG THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 18 TO THE WEST LINE OF SAID DAVIS AND WEBER COUNTIES CANAL HILL RUN, THENCE SOUTHWESTERLY ALONG SAID LINE TO BEGINNING.

LESS AND EXCEPTING:

LOCATED IN SECTION 18, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, STATE OF UTAH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°13'45" WEST 2594.91 FEET ALONG SECTION LINE AND SOUTH 00°53'03" WEST 1319.60 FEET FROM THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE

SOUTH 00°53'03" WEST 141.99 FEET; THENCE EAST 130.46 FEET; THENCE ALONG A 805.76 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT A DISTANCE OF 138.42 FEET (CHORD BEARS SOUTH 21°26'26" WEST 138.25 FEET); THENCE SOUTH 89°59'58" WEST 28.78 FEET; THENCE SOUTH 38°35'59" WEST 819.03 FEET; THENCE SOUTH 16°01'56" WEST 406.51 FEET; THENCE SOUTH 00°36'30" EAST 184.93 FEET; THENCE SOUTH 18°35'34" EAST 379.85 FEET; THENCE SOUTH 46°24'46" EAST 33.40 FEET; THENCE SOUTH 45°53'42" EAST 99.95 FEET; THENCE SOUTH 51°58'37" EAST 151.01 FEET; THENCE SOUTH 37°29'44" EAST 109.54 FEET; THENCE SOUTH 38°06'35" EAST 177.08 FEET; THENCE SOUTH 19°45'45" EAST 187.55 FEET; THENCE NORTH 89°59'52" EAST 197.02 FEET; THENCE ALONG A 230.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT A DISTANCE OF 114.71 FEET (CHORD BEARS SOUTH 25°43'50" EAST 113.53 FEET); THENCE SOUTH 50°08'57" WEST 96.81 FEET; THENCE SOUTH 28°31'29" EAST 348.77 FEET; THENCE SOUTH 80°27'38" EAST 72.10 FEET; THENCE SOUTH 15°38'10" EAST 457.57 FEET; THENCE NORTH 75°17'31" EAST 150.02 FEET; THENCE SOUTH 15°38'10" EAST 84.12 FEET; THENCE ALONG A 80.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 135.44 FEET (CHORD BEARS SOUTH 64°08'15" EAST 119.84 FEET); THENCE NORTH 67°21'40" EAST 13.56 FEET; THENCE ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 42.33 FEET (CHORD BEARS SOUTH 64°08'15" EAST 37.45 FEET); THENCE SOUTH 15°38'10" EAST 33.12 FEET; THENCE SOUTH 57°33'19" WEST 135.80 FEET; THENCE SOUTH 15°38'10" EAST 304.74 FEET; THENCE NORTH 74°21'50" EAST 130.00 FEET; THENCE SOUTH 15°38'10" EAST 6.97 FEET; THENCE SOUTH 22°50'20" EAST 37.59 FEET; THENCE SOUTH 70°10'01" WEST 123.64 FEET; THENCE SOUTH 26°55'28" EAST 281.91 FEET; THENCE WEST 204.97 FEET, MORE OR LESS, TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE INTERSTATE 84 HIGHWAY; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES; 1.) NORTH 36°11'11" WEST 273.65 FEET; 2.) THENCE NORTH 25°07'35" WEST 178.20; 3.) THENCE NORTH 24°49'32" WEST 185.71 FEET; 4.) THENCE NORTH 25°42'32" WEST 278.27 FEET; 5.) THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2864.93 FEET A DISTANCE OF 404.86 FEET (CHORD BEARS NORTH 27°03'27" WEST 404.52 FEET); 6.) THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2934.31 FEET A DISTANCE OF 305.22 FEET (CHORD BEARS NORTH 36°20'54" WEST 305.08 FEET); 7.) THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2930.79 FEET A DISTANCE OF 541.16 FEET (CHORD BEARS NORTH 41°57'00" WEST 540.39 FEET), MORE OR LESS, TO THE CENTERLINE OF THE WEBER RIVER; THENCE ALONG SAID CENTERLINE OF THE WEBER RIVER THE FOLLOWING TEN (10) COURSES; 1.) THENCE NORTH 27°19'13" WEST 295.67 FEET; 2.) THENCE NORTH 21°08'35" WEST 306.53 FEET; 3.) THENCE NORTH 14°08'12" WEST 251.18 FEET; 4.) THENCE NORTH 02°59'07" WEST 117.99 FEET; 5.)

NORTH 13°00'24" EAST 257.91 FEET; 6.) THENCE NORTH 09°16'16" EAST 231.56 FEET; 7.) THENCE NORTH 01°47'44" EAST 182.55 FEET; 8.) THENCE NORTH 10°02'36" EAST 259.75 FEET; 9.) THENCE NORTH 31°26'04" EAST 287.76 FEET; 10.) THENCE NORTH 45°41'02" EAST 402.05 FEET; THENCE LEAVING SAID CENTERLINE OF THE WEBER RIVER SOUTH 89°09'48" EAST 109.26 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

Tax Parcel No.

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditament, 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;

If all or any part of the property or an interest in the property is sold, transferred or encumbered without Beneficiary's prior written consent, Beneficiary shall have the right to declare the full amount due under the Note securing this Trust Deed to be immediately due and payable. Beneficiary shall give Trustor notice of acceleration of at least 30 days in which to pay the full amount of the Note and Trust Deed. If the Trustor fails to pay the full amount within said 30 days the Beneficiary may invoke any remedies permitted hereunder without further notice or demand. This option shall not be exercised by Beneficiary if such exercise is prohibited by applicable law.

FOR THE PURPOSE OF SECURING (1) payment of the indebtedness evidenced by a promissory note of even date herewith, in the principal sum of \$1,309,645.79, 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 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 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.

5. To pay at least 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.

6. Should Trustor fail to make any payment or to do any act as herein provided, the 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 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 his reasonable fees.



7. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of ten per cent (10%) per annum 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 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.

9. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any 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 of facts shall be conclusive proof of truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

10. As additional security, Trustor hereby assigns Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the property affected by this Trust Deed and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and 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 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, or 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 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.

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 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 in accordance with Utah law. 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 10% 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.

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 proceeding 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 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.

18. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisee, 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.

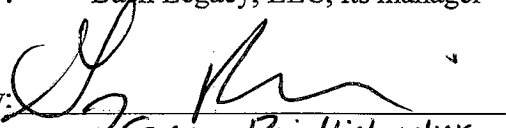
19. Trustee accepts this Trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Trust Deed or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall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

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

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

EAGLE'S LANDING APARTMENTS, LLC, a Utah limited liability company

By: Bach Legacy, LLC, its manager

By:   
Name: Greg Rindlisbacher  
Title: Managing Member

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me 25<sup>th</sup> day of April, 2019, by EAGLE'S LANDING APARTMENTS, LLC, a Utah limited liability company, who duly acknowledged that it was executed by authority.

*[Handwritten Signature]*  
NOTARY PUBLIC

