



W3145059

E# 3145059 PG 1 OF 10
Leann H. Kilts, WEBER COUNTY RECORDER
16-Apr-21 1226 PM FEE \$40.00 DEP DAC
REC FOR: VANGUARD TITLE INSURANCE AGENCY,
ELECTRONICALLY RECORDED

THIS INSTRUMENT PREPARED BY:
Capital Community Bank - Sandy Branch
9080 South Village Shop Drive
Sandy, UT 84094-0000

AFTER RECORDING RETURN TO:
Capital Community Bank - Sandy Branch
9080 South Village Shop Drive
Sandy, UT 84094-0000

Vanguard Title # 63497-734

(Space Above This Line For Recording Data)

PARCEL ID NUMBER:
LOAN NUMBER: 80942697

**COMMERCIAL CONSTRUCTION DEED OF TRUST
FUTURE ADVANCES AND FUTURE OBLIGATIONS ARE SECURED BY THIS REAL ESTATE
DEED OF TRUST**

This COMMERCIAL CONSTRUCTION REAL ESTATE DEED OF TRUST ("Security Instrument") is made on April 15, 2021 by the trustor(s) American Loans, Inc., a Utah Corporation, whose address is 8645 S Harrison Street, Sandy, Utah 84070 ("Grantor"). The trustee is Capital Community Bank, whose address is 9080 South Village Shop Drive, Sandy, UT 84094 ("Trustee"). The beneficiary is Capital Community Bank - Sandy Branch whose address is 9080 South Village Shop Drive, Sandy, Utah 84094 ("Lender"), which is organized and existing under the laws of the State of Utah. Grantor owes Lender the principal sum of Two Million Two Hundred Ninety-six Thousand One and 00/100 Dollars (U.S. \$2,296,001.00), which is evidenced by the promissory note dated April 15, 2021. Grantor in consideration of this loan and any future loans extended by Lender up to a maximum principal amount of Two Million Two Hundred Ninety-six Thousand One and 00/100 Dollars (U.S. \$2,296,001.00) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, irrevocably grants, conveys and assigns to Trustee, in trust, with power of sale, the following described property located in the County of Weber, State of Utah:

Address: 554 Simoron Drive, Ogden, Utah 84404
Legal Description: See Attached Exhibit A
Parcel ID/Sidwell Number: 11-109-0011; 11-105-0015; 11-105-0003

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").



RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

INDEBTEDNESS. This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from American Loans, Inc. to Capital Community Bank - Sandy Branch, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness").

MATURITY DATE. The Indebtedness, if not paid earlier, shall be due on November 5, 2022.

FUTURE ADVANCES. To the extent permitted by law, this Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under the note and regardless of whether Lender is obligated to make such future advances.

CONSTRUCTION LOAN AGREEMENT. This Security Instrument is made in conjunction with a Construction Loan Agreement dated the same date as this Security Instrument and is subject to all of the provisions of the Construction Loan Agreement as if those provisions were fully set forth in this Security Instrument and made a part of it.

WARRANTIES. Grantor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

Performance of Obligations. Grantor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

Defense and Title to Property. At the time of execution and delivery of this instrument, Grantor is lawfully seized of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Grantor covenants that the Property is unencumbered and free of all liens, except for encumbrances of record acceptable to Lender. Further, Grantor covenants that Grantor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

Condition of Property. Grantor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

Removal of any Part of the Property. Grantor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

Alterations to the Property. Grantor promises to abstain from the commission of any waste on or in connection with the Property. Further, Grantor shall make no material alterations, additions, or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions, or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Grantor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

Due on Sale - Lender's Consent. Grantor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

Insurance. Grantor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. The insurance company shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 10 days notice prior to cancellation. At Lender's discretion, Grantor may be required to produce receipts of paid premiums and renewal policies. If Grantor fails to obtain the required coverage, Lender may do so at Grantor's expense. Grantor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Grantor.

Payment of Taxes and Other Applicable Charges. Grantor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Grantor or the Property.

Environmental Laws and Hazardous or Toxic Materials. Grantor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Grantor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Grantor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Grantor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Grantor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Grantor or Grantor's failure to comply fully and timely with environmental laws.

Financial Information. Grantor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Grantor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records, and files of Grantor.

Lender's Right to Enter. Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Grantor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Grantor.

ASSIGNMENT OF LEASES AND RENTS. Grantor hereby absolutely, presently, unconditionally, and irrevocably grants, transfers, assigns, and sets over to Lender any present or future leases, subleases, or licenses of the Property, including any guaranties, extensions, amendments, or renewals thereof (collectively the "Leases"), and all rents, income, royalties, and profits derived from the use of the Property or any portion of it, whether due or to become due (collectively the "Rents"). Grantor intends that this assignment of the Leases and Rents (the "Assignment") constitutes a present, absolute assignment and not an assignment for additional security only. Nevertheless, subject to the terms of this provision, Lender grants to Grantor a revocable license to operate and manage the Property and to collect the Rents, but not more than one month in advance of the due date for any such Rents. Upon an Event of Default (as defined in this Security Instrument), the license granted to Grantor herein shall automatically be revoked and Lender shall immediately be entitled to receive and apply all Rents,

whether or not Lender enters upon and takes control of the Property. Grantor hereby grants and assigns to Lender the right, at its option, upon the revocation of the license granted herein to enter upon the Property in person, by agent or by court-appointed receiver to collect the Rents. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, any and all Leases must first be approved by Lender.

Further, Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or under or by reason of this Assignment and Grantor shall, and hereby agrees, to indemnify Lender for, and to hold Lender harmless from, any and all liability, loss or damage which may or might be incurred under the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Lender by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. This Assignment shall not operate to place any obligation or liability for the control, care, management, or repair of the Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make Lender responsible or liable for any waste committed on the Property, including without limitation the presence of any hazardous substances, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any lessee, licensee, employee, or stranger.

CONDEMNATION. Grantor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

GRANTOR'S ASSURANCES. At any time, upon a request of Lender, Grantor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

ATTORNEY-IN-FACT. Grantor appoints Lender as attorney-in-fact on behalf of Grantor. If Grantor fails to fulfill any of Grantor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Grantor. This power of attorney shall not be affected by the disability of the Grantor.

EVENTS OF DEFAULT. The following events shall constitute default under this Security Instrument (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Grantor or any person obligated on the Indebtedness;
- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Grantor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Grantor for the benefit of Grantor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership, or management of Grantor or any person obligated on the Indebtedness; or
- (g) Lender deems itself insecure for any reason whatsoever.

REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Grantor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the Property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.

IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE GRANTOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys' fees, rendering any surplus to the party or parties entitled to it. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made in it. If Lender chooses to invoke the power of sale, Lender or Trustee will provide notice of sale pursuant to applicable law. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointments confers. Grantor hereby irrevocably consents to such appointment and waives notice of any application therefor.

NO WAIVER. No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

SUBSTITUTE TRUSTEE. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

JOINT AND SEVERAL LIABILITY. If this Security Instrument should be signed by more than one person, all persons executing this Security Instrument agree that they shall be jointly and severally bound, where permitted by law.

SURVIVAL. Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns, and successors of Grantor.

NOTICES AND WAIVER OF NOTICE. Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective: (i) when it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Any such notice shall be addressed to the party given at the beginning of this Security Instrument unless an alternative address has been provided to Lender in writing. To the extent

permitted by law, Grantor waives notice of Lender's acceptance of this Security Instrument, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

TO THE EXTENT PERMITTED BY LAW, GRANTOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.

WAIVER OF APPRAISEMENT RIGHTS. Grantor waives all appraisement rights relating to the Property to the extent permitted by law.

LENDER'S EXPENSES. Grantor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to any litigation because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.

ASSIGNABILITY. Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Grantor. Grantor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

GOVERNING LAW. This Security Instrument will be governed by the laws of the State of Utah including all proceedings arising from this Security Instrument.

SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

CONSTRUCTION FIXTURES. This Security Instrument shall constitute a security agreement as defined in the Uniform Commercial Code (the "Code"), and Grantor hereby grants to Lender a security interest within the meaning of the Code in favor of Lender in all of Grantor's now owned and hereafter acquired goods, building materials, supplies, inventory, equipment, accounts, contract rights, instruments, documents, chattel paper, general intangibles and personal property located at, upon, or in any way related to the construction of improvements or the development or use of the Property. Additionally, this Security Instrument is a "construction mortgage" as this term is defined in the Code because it secures an obligation incurred for the construction of an improvement on land. Lender shall have all of the rights and remedies provided by the Code, including the right to file any financing statements required under the Code and the right to proceed under the Code provisions governing default as to any personal property separately from the real estate included herein, or to proceed as to all of the property included in the Property in accordance with its rights and remedies in respect of said real estate.

ORAL AGREEMENTS DISCLAIMER. This Security Instrument represents a final expression of the agreement between the parties. The agreement may not be contradicted by evidence of any alleged oral agreement.

By signing this Security Instrument, each Grantor acknowledges that all provisions have been read and understood.

American Loans, Inc.

Lori K Llavina 4-14-2021
By: Lori K Llavina Date
Its: President

BUSINESS ACKNOWLEDGMENT

STATE OF UTAH)
)
COUNTY OF Salt Lake)

This instrument was acknowledged on the 4/14/2021, by Lori K Llavina, President on behalf of American Loans, Inc., a Utah Corporation, who personally appeared before me.

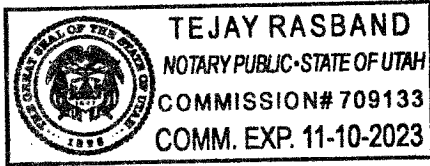
In witness whereof, I hereunto set my hand and official seal.

My commission expires: 11/10/2021

[Signature]

Identification Number 709133

(Official Seal)



ADDRESS FOR TAX NOTICES

Tax notices should be sent to the following: American Loans, Inc., whose address is 8645 S Harrison Street, Sandy, Utah 84070.

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EXHIBIT A**Legal Description**

Order No.: 63497-TJR

Parcel 1:

Lot 26, CHERRY HILL ADDITION NO. 2, according to the official plat thereof on file in the office of the Weber County Recorder, State of Utah.

Parcel 2:

Land located in Weber County, State of Utah, more particularly described as follows:

Commencing 2315 feet North and 3059 feet East and North 56° East 104 feet of the Southwest corner of Section 15, Township 6 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 56° East 55 feet; thence North 34° West 104 feet; thence South 56° West 55 feet; thence South 34° East 104 feet to the point of beginning.

Parcel 2A:

A right of way as appurtenant to Parcel 3 as disclosed certain Warranty Deed recorded November 6, 2018 as Entry No. 2950831 of official records, being more particularly described as follows:

Commencing 2315 feet North and 3059 feet East of the Southwest Corner of Section 15, Township 6 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 34° West 104 feet; thence North 56° East 104 feet; thence South 34° East 104 feet; thence South 56° West 104 feet to the place of beginning.

Parcel 3:

Land located in Weber County, State of Utah, more particularly described as follows:

Part of the Southeast Quarter of Section 15, Township 6 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point North 0°31'10" East 1864.85 feet from the Southwest Corner of said Quarter Section, and running thence South 89°30' East 10 feet; thence North 0°31'10" East 15 feet; thence South 89°30' East 248.25 feet; thence North 18°20'05" East 4.24 feet; thence South 89°30' East 100 feet, more or less, to the Westerly right of way line of Skyline Drive; thence Southerly to the right along the arc of a 1023.28 foot radius curve 20 feet, more or less, to the Northeast corner of Colonial Hill Subdivision No. 1; thence North 78°35' East 100 feet to the Easterly right of way line of of Skyline Drive; thence Southerly along the arc of a 1123.28 foot radius curve to the right for a distance of 635.85 feet, the chord which bears South 4°08' West 627.40 feet; thence South 21°01' West 10.62 feet; thence Southerly along the arc of a 710 foot radius curve to the left for a distance of 368.24 feet; thence South 8°42' East 278.96 feet; thence Southerly along the arc of a 350 foot radius curve to the left for a distance of 294.03 feet; thence South 56°50' East 240 feet, more or less, to the Northerly line of the Ogden City property; thence North 67°41' East 260 feet, more or less, to the Westerly right of way line of Ogden Brigham Canal; thence Northwesterly along said line to a point South 0°31'10" West 334 feet; thence South 89°30' East 222 feet and North 59°09' East 321 feet from the Northwest Corner of said Quarter Section; thence South 59°09' West 321 feet; thence North 89°30' West 222 feet; thence South 0°31'10" West 446.03 feet, more or less, to beginning. Less and excepting reservoir. Together with that portion of vacated Skyline Drive abutting on the West and described as follows:

A parcel of land lying situated in the Southeast Quarter of Section 15, Township 6 North, Range 1 West, Salt Lake Base and Meridian, Ogden City, Weber County, particular parcel of land described in the following three (3) Quit Claim Deeds recorded July 7, 1997 (1) Entry 1480939, in Book 1870 at Page 958, (2) Entry 11480940 in Book 1870, at Page 961, (3) Entry 1480941, in Book 1871 at Page 963, basis of

bearing for subject parcel being South 00°45'00" West 2644.13 feet (measured) coincident with the West line of the Southwest Quarter of said Section 15, subject parcel being more particularly described as follows:

Commencing at the Ogden City Brass Cap Monument monumentalizing the West Quarter of corner of said Section 15; thence South 00°45'00" West 767.29 feet coincident with West line of the Southwest Quarter of said Section 15; thence South 89°15'00" East 2992.32 feet to the true point of beginning; thence North 78°34'56" East 100.00 feet along a radial line to a point on the arc of an 1123.28 foot radius curve; thence Southerly 483.47 feet along the arc of said 1123.28 foot radius curve to the right (center bears South 78°34'56" West) through a central angle of 24°39'38" to a number 5 rebar and cap stamped pls 356548; thence South 89°27'44" West 103.27 feet to a number 5 rebar and cap stamped pls 356548 and a point on the arc of a 1023.28 foot radius curve; thence Northerly 465.03 feet along the arc of said 1023.28 foot radius curve to the left and coincident with the Easterly boundary of Colonial Hill Subdivision No. 1, recorded as Entry 318080 in Book 12 of plats at Page 24 of the Weber County Records (center bears North 75°22'47" West) through a central angle of 26°02'17" to the point of beginning.

Less and excepting therefrom that portion of the land as disclosed certain Warranty Deed recorded November 6, 2018 as Entry No. 2950831 of official records, being more particularly described as follows:

Land located in Weber County, State of Utah, more particularly described as follows:

Commencing 2315 feet North and 3059 feet East and North 56° East 104 feet of the Southwest Corner of Section 15, Township 6 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 56° East 55 feet; thence North 34° West 104 feet; thence South 56° West 55 feet; thence South 34° East 104 feet to the point of beginning.

Tax Parcel No.: 11-109-0011 (Parcel 1), 11-105-0003 (Parcel 2) and 11-105-0015 (Parcel 3)