WHEN RECORDED MAIL TO:

2020, LLC 6795 S. COTTONWOOD ST. MIDVALE, UTAH 84047



E# 3283004 PG 1 OF 6
Leann H. Kilts, WEBER COUNTY RECORDER
10-May-23 1215 PM FEE \$40.00 DEP SLV
REC FOR: FIRST AMERICAN TITLE - LEGEND HIL
ELECTRONICALLY RECORDED

PARCEL I.D. 15-061-0120 15-267-0001

62712678

TRUST DEED

(WITH ASSIGNMENT OF RENTS)

THIS TRUST DEED, made this 9th day of May, 2023 between SPB VENTURES I, LLC, as TRUSTOR, whose address is 1407 N Mountain Rd, Ogden, UT 84404, with Meridian Title Company, as TRUSTEE, and 2020, LLC, 6795 South 300 West, Midvale, Utah 84047, as BENEFICIARY,

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

EXHIBIT "A"

Together with all buildings, fixtures, and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with said property, or any part thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits;

FOR THE PURPOSE OF SECURING (1) payment of the indebtedness evidence by a promissory note dated the same as this security instrument, in the principal sum of \$643,871.36, 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 al 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 cost, fees, and expenses of this Trust.
- 6. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or

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File # 31146

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 therefore, 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 Twelve Percent (12%) 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 therefore, 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 call of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness secured hereby, Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of said property. The grantee in any reconveyance may be described as "the person or persons entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of the 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 profit 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 rights to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.
- 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 or 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 from time to time (and for multiple times) until the sale shall be completed and, in every case, notice of such postponement shall be

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given as provided by statute; provided, if the sale is postponed for longer than forty-five (45) days beyond the day designated in the Notice of Sale, notice thereof shall be given in the same manner as the original Notice of Sale. Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant or warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney's fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed: (3) all sums expended under the terms hereof, not then repaid, with accrued interest at Twelve Percent (12%) per annum from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

- 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, devisees, administrators, executors, successors, and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledge, 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.
- 22. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

SPB Ventures I, LLC

By: Pat Burns

Its: Member/Manager

By: Pat Burns, Individual

STATE OF UTAH

COUNTY OF DAWS)

By: David James Laloli Manager of Laloli Properties

Its: Member/Manager

By: David James Laloli, Individual

On the 9th day of May, 2023, personally appeared before me, Pat Burns, the Member/Manager of SPB Ventures I, LLC and David James Laloli the Manager of Laloli Properties LLC, the Member/Manager of SPB Ventures I, LLC, who being by me duly sworn, says that he/she is the individual that executed the above and foregoing instrument.

Notary Fublic - State of Utah
SANDY ESPINOZA
Comm #70105
My Commission Expires
March 20, 2024

NOTARY PUBLIC

Borrower's Initials

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File # 31146

EXHIBIT "A"

Escrow No. **14253-6271267B** (se)

A.P.N.: **15-267-0001**

LOT 1, THOMPSON SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE WEBER COUNTY RECORDER'S OFFICE.

EXHIBIT "A"

Escrow No. 14253-6269952 (se)

A.P.N.: **15-061-0120**

PART OF THE SOUTHWEST QUARTER OF SECTION 14, SOUTHEAST QUARTER OF SECTION 15, AND NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 15, RUNNING THENCE WEST ALONG SECTION LINE 370 FEET, MORE OR LESS, TO THE EAST FENCE LINE OF 2700 WEST STREET, THENCE NORTH 7°52'28" EAST 115 FEET ALONG SAID FENCE LINE OF 2700 WEST STREET, THENCE NORTH 10°11'30" EAST 113.49 FEET TO A POINT ON THE EAST LINE OF 2700 WEST STREET, THENCE ALONG SAID EAST LINE OF 2700 WEST STREET THE FOLLOWING THREE (3) COURSES: NORTHEASTERLY ALONG THE ARC OF A 2,831.90 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 197.70 FEET (CENTRAL ANGLE EQUALS 4°00' AND LONG CHORD BEARS NORTH 12°11'30" EAST 197.66 FEET), NORTH 20°12' EAST 199.90 FEET; AND NORTH 15°33'30" EAST 164.09 FEET TO THE SOUTH BANK OF THE WEBER RIVER, THENCE SOUTH 64°05'50" EAST 52.94 FEET AND SOUTH 51°55'06" EAST 170.40 FEET ALONG SAID SOUTH BANK OF RIVER TO THE SECTION LINE; THENCE SOUTHERLY ALONG SAID RIVER 340 FEET, MORE OR LESS, TO THE WEST LINE OF WEBER COUNTY PROPERTY; THENCE ALONG SAID WEBER COUNTY PROPERTY, THE FOLLOWING SIX (6) COURSES: SOUTH (SOUTH 0°02'30" EAST) 530 FEET, MORE OR LESS, ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SECTION 14 TO A POINT ON THE SECTION LINE BEING 283.14 FEET EAST (SOUTH 88°24'49" EAST) ALONG THE SECTION LINE FROM THE SOUTHWEST CORNER OF SAID SECTION 14; SOUTH 200.00 FEET ALONG A LINE PARALLEL TO THE WEST LINE OF SECTION 23; EAST (SOUTH 88°24'49" EAST) 450.12 FEET ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID SECTION 23; NORTH 115.58 FEET; EAST APPROXIMATELY 825 FEET (SOUTH 88°24'49" EAST 820.75 FEET) ALONG A LINE PARALLEL TO SAID NORTH LINE OF SECTION 23; AND NORTH 57°47'30" WEST 165.66 FEET TO THE SECTION LINE; THENCE EAST (SOUTH 88°24'49" EAST) 495.29 FEET ALONG THE SECTION LINE TO THE PROJECTION OF AN EXISTING BOUNDARY LINE FENCE; THENCE SOUTH 1320 FEET (SOUTH 0°09'17" EAST 1,297.64 FEET) ALONG SAID FENCE LINE TO A POINT ON THE NORTH LINE OF 1200 SOUTH STREET; THENCE ALONG SAID NORTH LINE OF STREET THE FOLLOWING THREE (3) COURSES: SOUTH 84°22' WEST (SOUTH 84°09' WEST) 1,596.43 FEET; SOUTH 85°18'20" WEST 325 FEET (SOUTH 89°40'21" WEST 323.74 FEET) TO THE SECTION LINE; AND NORTH 405 FEET ALONG THE SECTION LINE, THENCE NORTH 84°47'45" EAST 129.98 FEET (NORTH 85°02'30" EAST 129.98 FEET) TO A POINT BEING 1,025.35 FEET SOUTH 0°14'45" EAST (SOUTH) ALONG THE SECTION LINE AND 129.98 FEET NORTH 84°47'45" EAST (NORTH 85°02'30" EAST) FROM THE NORTHEAST CORNER OF SAID SECTION 22, THENCE NORTH 3°56'45" EAST 300 FEET (NORTH 4°11'30" EAST 304.15 FEET) ALONG THE EAST PROPERTY LINE OF THE PEHRSON PROPERTY AND THE HAMMER PROPERTY TO A POINT ON THE NORTH LINE OF THE HAMMER PROPERTY AS IT IS STAKED ON THE GROUND; THENCE SOUTH 85°07'44" WEST 152.28 FEET ALONG SAID NORTH LINE TO THE SECTION LINE, THENCE NORTH 728.05 FEET TO THE POINT OF BEGINNING.

EXCEPTING THAT PART LYING WITHIN THE CORPORATE LIMITS OF MARRIOTT-SLATERVILLE CITY. (RECORDING NO. 1647400, MAP RECORDING NO. 1652953, BOOK 50, PAGE 10) LESS AND EXCEPTING: THE FOLLOWING PART OF THE SOUTHEAST QUARTER OF SECTION 15 AND THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT, SAID POINT BEING NORTH 89°19'36" WEST 143.31 FEET AND NORTH 00°40'24" EAST 764.49 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE SOUTH 60°41'53" EAST 40.01 FEET; THENCE SOUTH 55°48'57" EAST 58.42 FEET; THENCE SOUTH 48°54'09" EAST 40.85 FEET; THENCE SOUTH 56°55'00" EAST 63.16 FEET; THENCE SOUTH 53°12'54" EAST 60.11 FEET; THENCE SOUTH 41°25'10" EAST 50.49 FEET; THENCE SOUTH 49°56'05" EAST 19.99 FEET; THENCE SOUTH 45°34'53" EAST 48.96 FEET; THENCE SOUTH 64°58'50" EAST 40.79 FEET; THENCE SOUTH 68°33'45" EAST 81.68 FEET; THENCE SOUTH 68°11'19" EAST 10.11 FEET; THENCE SOUTH 02°16'24" WEST 302.77 FEET; THENCE NORTH 33°32'32" WEST 14.08 FEET; THENCE NORTH 40°21'29" WEST 55.49 FEET; THENCE NORTH 26°47'29" WEST 49.60 FEET; THENCE NORTH 04°33'28" WEST 45.22 FEET; THENCE NORTH 28°23'37" WEST 19.36 FEET; THENCE NORTH 37°01'50" WEST 66.95 FEET; THENCE NORTH 04°28'16" WEST 51.21 FEET; THENCE NORTH 10°30'02" WEST 43.81 FEET; THENCE NORTH 15°59'49" WEST 50.47 FEET; THENCE NORTH 36°53'38" WEST 19.08 FEET; THENCE NORTH 48°13'49" WEST 56.31 FEET; THENCE NORTH 48°35'26" WEST 151.86 FEET; THENCE NORTH 55°01'54" WEST 85.41 FEET; THENCE NORTH 42°11'06" WEST 39.75 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING: PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH,

RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT, SAID POINT BEING SOUTH 00°41'06" WEST 210.66 FEET AND SOUTH 89°18'54" EAST 384.01 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 23; THENCE SOUTH 87°43'36" EAST 327.29 FEET; THENCE NORTH 02°16'24" EAST 115.58 FEET; THENCE SOUTH 87°43'36" EAST 509.02 FEET; THENCE SOUTH 63°05'23" EAST 42.54 FEET; THENCE SOUTH 50°57'20" EAST 47.75 FEET; THENCE SOUTH 52°05'37" EAST 53.74 FEET; THENCE SOUTH 19°17'58" EAST 19.31 FEET; THENCE SOUTH 46°17'15" EAST 19.34 FEET; THENCE NORTH 90°00'00" EAST 22.19 FEET; THENCE SOUTH 65°06'23" EAST 56.29 FEET; THENCE SOUTH 58°59'38" EAST 54.26 FEET; THENCE SOUTH 74°33'36" EAST 44.21 FEET; THENCE SOUTH 71°26'11" EAST 64.13 FEET; THENCE SOUTH 61°53'56" EAST 80.49 FEET; THENCE SOUTH 69°54'11" EAST 12.65 FEET; THENCE SOUTH 13°41'19" WEST 578.80 FEET; THENCE SOUTH 60°41'32" WEST 11.73 FEET; THENCE SOUTH 68°38'47" WEST 49.38 FEET; THENCE SOUTH 53°16'36" WEST 37.42 FEET; THENCE SOUTH 36°08'35" WEST 18.31 FEET; THENCE SOUTH 87°05'30" WEST 23.63 FEET; THENCE SOUTH 80°32'45" WEST 87.58 FEET; THENCE SOUTH 11°32'40" WEST 19.98 FEET; THENCE SOUTH 42°58'46" WEST 15.84 FEET; THENCE SOUTH 50°24'50" WEST 45.15 FEET: THENCE SOUTH 73°27'18" WEST 59.00 FEET; THENCE SOUTH 88°08'39" WEST 74.03 FEET; THENCE NORTH 83°45'05" WEST 29.37 FEET; THENCE NORTH 80°38'10" WEST 41.75 FEET; THENCE NORTH 58°13'25" WEST 23.52 FEET; THENCE NORTH 49°47'18" WEST 40.85 FEET; THENCE NORTH 40°32'25" WEST 28.92 FEET; THENCE NORTH 56°40'56" WEST 36.37 FEET; THENCE NORTH 80°20'06" WEST 35.70 FEET; THENCE NORTH 58°27'19" WEST 66.80 FEET; THENCE NORTH 40°01'51" WEST 46.66 FEET; THENCE NORTH 59°54'29" WEST 36.90 FEET; THENCE SOUTH 87°19'07" WEST 40.91 FEET; THENCE NORTH 59°37'23" WEST 111.03 FEET; THENCE NORTH 49°33'45" WEST 28.53 FEET; THENCE NORTH 19°06'33" WEST 17.56 FEET; THENCE NORTH 45°01'30" WEST 24.37 FEET; THENCE NORTH 70°47'06" WEST 29.08 FEET; THENCE NORTH 38°50'09" WEST 37.68 FEET; THENCE NORTH 26°19'39" WEST 71.01 FEET; THENCE NORTH 26°47'16" WEST 50.49 FEET; THENCE NORTH 39°35'48" WEST 62.64 FEET; THENCE NORTH 31°41'48" WEST 99.67 FEET; THENCE NORTH 25°54'39" WEST 75.83 FEET; THENCE NORTH 17°48'01" WEST 49.70 FEET; THENCE NORTH 28°31'00" WEST 31.78 FEET; THENCE NORTH 06°44'46" WEST 44.18 FEET; THENCE NORTH 02°32'09" EAST 45.12 FEET; THENCE NORTH 09°56'05" EAST 44.00 FEET; THENCE NORTH 06°20'45" EAST 26.97 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING: PART OF THE SOUTHEAST QUARTER OF SECTION 15, THE SOUTHWEST QUARTER OF SECTION 14, THE NORTHWEST QUARTER OF SECTION 23, AND THE NORTHEAST QUARTER OF 22 TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT, SAID POINT BEING NORTH 89°19'36" WEST 197.07 FEET AND NORTH 00°40'24" EAST 805.50 FROM THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE SOUTH 69°16'22" EAST 13.87 FEET; THENCE SOUTH 47°38'54" EAST 54.54 FEET; THENCE SOUTH 42°11'06" EAST 39.75 FEET; THENCE SOUTH 55°01'54" EAST 85.41 FEET; THENCE SOUTH 48°35'26" EAST 151.86 FEET; THENCE SOUTH 48°13'49" EAST 56.31 FEET; THENCE SOUTH 36°53'38" EAST 19.08 FEET; THENCE SOUTH 15°59'49" EAST 50.47 FEET; THENCE SOUTH 10°30'02" EAST 43.81 FEET; THENCE SOUTH 04°28'16" EAST 51.21 FEET; THENCE SOUTH 37°01'50" EAST 66.95 FEET; THENCE SOUTH 28°23'37" EAST 19.36 FEET; THENCE SOUTH 04°33'28" EAST 45.22 FEET; THENCE SOUTH 26°47'29" EAST 49.60 FEET; THENCE SOUTH 40°21'29" EAST 55.49 FEET; THENCE SOUTH 33°32'32" EAST 14.08 FEET; SOUTH 02°22'07" WEST 388.69 FEET; THENCE SOUTH 87°43'36" EAST 122.83 FEET; THENCE SOUTH 06°20'45" WEST 26.96 FEET; THENCE SOUTH 09°56'05" WEST 44.00 FEET; THENCE SOUTH 02°32'09" WEST 45.12 FEET; THENCE SOUTH 06°44'46" EAST 44.18 FEET; THENCE SOUTH 28°31'00" EAST 31.78 FEET; THENCE SOUTH 17°48'01" EAST 49.70 FEET; THENCE SOUTH 25°54'39" EAST 75.83 FEET; THENCE SOUTH 31°41'48" EAST 99.67 FEET; THENCE SOUTH 39°35'48" EAST 62.64 FEET; THENCE SOUTH 26°47'16" EAST 50.49 FEET; THENCE SOUTH 26°19'39" EAST 71.01 FEET; THENCE SOUTH 73°01'00" WEST 165.72 FEET; THENCE NORTH 36°48'06" WEST 132.95 FEET; THENCE SOUTH 85°43'48" WEST 785.79 FEET; THENCE NORTH 05°01'51" EAST 833.76 FEET; THENCE ALONG A NON TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 2,831.90 FEET, AN ARC LENGTH OF 411.28 FEET, A DELTA ANGLE OF 08°19'16", A CHORD BEARING OF NORTH 11°35'15" EAST, AND A CHORD LENGTH OF 410.92 FEET; THENCE NORTH 15°44'53" EAST 347.75 FEET TO THE POINT OF BEGINNING.