



W3345966

Parcel No. ■ 19-008-0015

E# 3345966 PG 1 OF 10
Leann H. Kilts, WEBER COUNTY RECORDER
31-Oct-24 0448 PM FEE \$40.00 DEP DAC
REC FOR: FIRST AMERICAN TITLE - LEGEND HILL!
ELECTRONICALLY RECORDED

When recorded, mail to:
Prosper RED III, LLC
c/o Ty Hansen
3200 Club House Dr., Ste. 125
Lehi, UT 84043

Space above this line for Recorder's use only

6303025 &

DEED OF TRUST

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THIS DEED OF TRUST CONSTITUTES A SECURITY AGREEMENT, AND IS FILED AS A FIXTURE FILING, WITH RESPECT TO ANY PORTION OF THE PROPERTY IN WHICH A PERSONAL PROPERTY SECURITY INTEREST OR LIEN MAY BE GRANTED OR CREATED PURSUANT TO THE UTAH UNIFORM COMMERCIAL CODE OR UNDER COMMON LAW, AND AS TO ALL REPLACEMENTS, SUBSTITUTIONS, AND ADDITIONS TO SUCH PROPERTY AND THE PROCEEDS THEREOF. FOR PURPOSES OF THE SECURITY INTEREST OR LIEN CREATED HEREBY, BENEFICIARIES ARE THE "SECURED PARTIES" AND TRUSTOR IS THE "DEBTOR."

THIS DEED OF TRUST (this "*Deed of Trust*") is made effective as of October, 31, 2024, by and among RED LYNC, LLC, a Utah limited liability company (collectively referred to herein as "*Trustor*"), CHASE L. LARKIN, ESQ., an individual ("*Trustee*"), and PROSPER RED III, LLC, a Utah limited liability company ("*Beneficiary*").

For good and valuable consideration, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably conveys, transfers, pledges and assigns in trust to Trustee, with power of sale, and grants to Beneficiary a security interest in, all of Trustor's present and future right, title and interest in and to all of that certain real property located in Weber County, State of Utah, and more particularly described in the attached Exhibit A (the "*Property*").

This Deed of Trust is given in consideration of and as security for: (i) that certain loan granted by Beneficiary to Red Lync, LLC, a Utah limited liability company (the "*Loan*"), evidenced by a Loan Agreement (the "*Loan Agreement*"), Secured Promissory Note (the "*Note*"), and All Assets Security Agreement executed concurrently herewith (collectively the "*Loan Documents*"); (ii) Trustor's compliance with and performance of each and every provision of any declaration of covenants, conditions and restrictions, any maintenance, easement and party wall agreement, or any other agreement, document, or instrument by which the Property is bound or may be affected; and (iv) all modifications, extensions and

1. **WARRANTY OF TITLE.** Trustor warrants that it is the sole owner of good and marketable title to the Property, and Trustor will forever defend the same against all claims and persons whomsoever, unto Beneficiary, its successors, and assigns. All of Trustor's present and future right, title and interest in the Property shall be subject to the lien and other terms and provisions of this Deed of Trust regardless of the time that any such right, title and interest is created, obtained by, or conveyed, transferred, or assigned to Trustor.
2. **OBLIGATION TO MAINTAIN PROPERTY; REPAIRS; INSPECTION BY BENEFICIARY.** Trustor shall care for and keep and maintain the Property in good order, condition and repair and will, at all times, make such repairs, maintenance, renewals, and replacements as shall be necessary to maintain the Property and abutting grounds, sidewalks, roads, parking and landscape areas in good condition and repair, all to the same extent as a prudent owner would make. To the extent Beneficiary has provided its written consent and agreement to permit Trustor to undertake construction or remodeling at or upon the Property, Trustor shall commence construction promptly and pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary. Further, Trustor shall allow Beneficiary to inspect the Property at all times during construction. In the event of any loss, damage or destruction to the Property, Trustor shall, to the extent that insurance proceeds are available for rebuilding in the absence of available insurance proceeds, promptly and in a good and workmanlike manner repair, rebuild and restore such loss, damage or destruction to its original condition, pay when due all costs incurred, and keep the Property free from all claims, charges, claims of liens, or encumbrances for work performed or materials furnished, whether superior or subordinate to the lien of this Deed of Trust. Beneficiary shall have the right at its sole risk to enter upon the Property at any and all reasonable times and to inspect the same to ascertain whether Trustor is in compliance with the terms and provisions of this Deed of Trust.
3. **PAYMENT OF TAXES, ASSESSMENTS AND OTHER LIENS OR CHARGES.** At least five (5) days prior to delinquency, Trustor shall pay or cause to be paid to the proper officials or persons all taxes and assessments, general or special, of every nature and description (including assessments, dues, use fees and charges for water) that shall have been levied or assessed on the Property and, upon Beneficiary's request, shall deliver to Beneficiary receipts evidencing such payments.
4. **EMINENT DOMAIN.** Any award or payment of damages or compensation in connection with any private trespass or injury to the Property, exercise of the right of eminent domain or any condemnation proceeding for public use of or injury to the Property or any part thereof, or any right or interest therein, is hereby assigned and payable to Beneficiary, which may apply or release all or any portion of such award, compensation or damages received by it (net of the costs and expenses incurred by Beneficiary in collecting such amounts) in the sole discretion of Beneficiary.
5. **ACTIONS OR PROCEEDINGS AFFECTING PROPERTY; DUTY TO APPEAR.** Trustor agrees to appear in and prosecute or defend any action or proceeding that may affect the priority of this Deed of Trust or the security, rights, or powers of Beneficiary hereunder or that seeks to impose liability on Trustee or Beneficiary because of any act or omission of Trustor, and Trustor shall pay all costs and expenses (including the cost of searching title) and attorney fees incurred in such action or proceeding. Beneficiary may appear in and defend any action or proceeding purporting to affect the security or priority hereof or the rights or powers of Beneficiary. Beneficiary may, if Beneficiary reasonably determines that Trustor is failing or will fail to do so, pay, purchase, contest or compromise any adverse claim, encumbrance, charge, or lien which, in the judgment of Beneficiary, appears to be prior or superior to the lien of this Deed of Trust. All amounts paid, suffered, or incurred by Beneficiary in exercising the authority granted in this Deed of Trust, including reasonable attorney fees, shall be added to the Obligations, shall be a lien on the Property and shall be due and payable by Trustor to Beneficiary on demand, together with interest from the date of advance until paid.

6. **ADDITIONAL DOCUMENTS.** Trustor agrees to execute and deliver to Beneficiary, upon demand, any additional agreements, instruments or documents that Beneficiary deems reasonably necessary on a conservative basis to secure to Beneficiary any right or interest granted or intended to be granted to Beneficiary under this Deed of Trust. In the event any rights, easements or other hereditaments shall hereafter become appurtenant to any part of the Property, they shall become subject to the lien of this Deed of Trust.

7. **SALE, LEASE, OR CONVEYANCE BY TRUSTOR.** Except as stated in this Section, Trustor shall not sell, lease, convey or further encumber (including granting any easements (except for public utility or other easements needed to service the improvements being constructed on the Property) or other interests affecting title to the Property) or pledge or hypothecate or in any manner dispose of any of its interest in all or any portion of the Property, voluntarily, involuntarily or by operation of law. It shall constitute a material and incurable default if the Property, or any part thereof, is sold, leased, conveyed, further encumbered, pledged, hypothecated, or otherwise transferred. Notwithstanding the foregoing, Trustor may sell all or any portion of Property for so long as: (i) the proceeds from such sale(s) (in the aggregate, if applicable) (the "**Sale Proceeds**") will satisfy the Obligations; and (ii) all Sales Proceeds are distributed to Trustee for payment to Beneficiary until the Sales Proceeds are sufficient to satisfy the Obligations, at which time all Sales Proceeds shall be retained by Beneficiary.

8. **RECORD INSPECTION.** Trustor will permit Beneficiary or its representatives from time to time to examine within the county in which the Property is located all books and records and agreements of Trustor pertaining to any portion of the Property.

9. **SUBSTITUTE PERFORMANCE.** Should Trustor fail to pay or perform any portion of the Obligations, then Beneficiary, without obligation to do so and without releasing Trustor from any portion of the Obligations, with or without notice to Trustor (except as may be required by applicable law), may pay, or perform the same in such manner and to such extent as Beneficiary, in its sole good faith discretion, may deem necessary on a conservative basis to protect the security hereof. Beneficiary shall be authorized to enter upon the Property for such purposes. All expenses or charges that Beneficiary may incur in connection with the care or preservation of the Property or any part thereof at any time, or the payment of any taxes, assessments, insurance premiums, or encumbrances levied upon or attaching to the Property or any portion thereof or interest therein, or any cost of redemption thereon, or any sums of money, charges, expenses or fees which Beneficiary may pay pursuant to any provision hereof or of the Loan Documents, shall be added to the Obligations, shall be payable by Trustor on demand, and shall bear interest at the then effective interest rate from the date of advance until paid. The foregoing amounts shall also be guaranteed by any guarantee(s) now or hereafter relating to the Obligations.

10. **EVENTS OF DEFAULT; ACCELERATION; REMEDIES.** Upon the occurrence of any Event of Default (defined below) that remains uncured for a period of thirty (30) days, and at any time thereafter while such Event of Default is continuing, Beneficiary may declare the Obligations to be immediately due and payable, and Beneficiary may exercise any one or more of the rights and remedies described herein. The occurrence of any of the following events or conditions shall, without notice or an opportunity to cure, constitute an event of default ("**Event of Default**"): (a) failure by Trustor to make any payment when such payment is due under the Loan Agreement or Note, including payment in full of all principal, interest and other amounts when due or upon acceleration; (b) the death or dissolution of any of the parties making up the term "**Trustor**," or other obligor; (c) the institution of insolvency or bankruptcy proceedings by or against any of the parties making up the term "**Trustor**"; (d) the appointment of a receiver for any of the parties making up the term "**Trustor**"; (e) if any of the parties making up the term "**Trustor**" shall admit in writing its inability to pay, or shall fail to pay, its debts generally as they become due; (f) any assignment for the benefit of creditor of any part of the business or assets of any of the parties making up the term "**Trustor**"; (g) other than as specifically provided herein, the sale, lease or other disposition of any part of the Property

without Beneficiary' prior, written consent; (h) the entry of any judgment against any of the parties making up the term "Trustor" that would cause the Beneficiary to be unable to execute on this Deed of Trust; (i) the issuance of levy or of any writ, warrant, attachment, garnishment, execution, or other process against the Property; (j) the attachment of any tax lien to the Property; and/or (k) any statement, representation, or warranty made, at any time, by any of the parties making up the term "Trustor" to Beneficiary shall be incorrect or misleading in any material respect when made.

11. SALE BY TRUSTEE PURSUANT TO POWER OF SALE; JUDICIAL FORECLOSURE. Upon an Event of Default Trustee may, in its sole discretion, after the lapse of such time as may then be required by Utah law or other applicable law following the recordation of the notice of default, and notice of default and notice of sale having been given as then required by applicable law, Trustee, may sell the Property on the date and at the time and place designated in the notice of sale, in such order as Beneficiary may determine (but subject to Trustor's statutory rights, if any, under applicable law), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale or on such other terms as are set forth in the notice of sale. The person conducting the sale may, for any cause deemed expedient, postpone the sale from time to time until it shall be completed and, in every such case, notice of postponement shall be given in the place and manner required by applicable law. Trustee shall execute and deliver to the purchaser a Trustee's Deed, in accordance with applicable law, conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in the Trustee's Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. The provisions of this Section are intended to be entirely consistent with, and to incorporate all rights and remedies available to Beneficiary under applicable law. To the extent of any inconsistency between this Deed of Trust and applicable law, this Deed of Trust shall, at the sole election of Beneficiary, be deemed amended to be consistent with such statute, or Beneficiary may elect not to give effect to such deemed amendments hereto if permitted by applicable law.

12. DEFICIENCY. Beneficiary acknowledges that Trustor shall not be required to pay any deficiency arising to which Beneficiary may be entitled after applications of the proceeds of any sale of the Property. Beneficiary hereby waives any and all rights to commence suit to collect any deficiency in accordance with applicable law.

13. NO MERGER. In the event of a foreclosure of this Deed of Trust or any other mortgage or deed of trust securing the Obligations, the Obligations then due Beneficiary shall not be merged into any decree of foreclosure entered by the court, and Beneficiary may concurrently or subsequently seek to foreclose other interests that also secure the Obligations.

14. REQUEST FOR NOTICE BY TRUSTEE AND BENEFICIARY. Both the Trustee and the Beneficiary hereby request that a copy of any notice of default and/or any notice of sale with respect to any portion of the Property be mailed to them at the addresses set forth in the first paragraph of this Deed of Trust.

15. ATTORNEY FEES AND EXPENSES; FAILURE OF TRUSTOR TO VACATE. If any sale, proceeding, lawsuit or arbitration is commenced, or any attorney is retained to collect any amounts secured hereby or to enforce any rights granted Beneficiary hereunder (regardless of whether an action is actually commenced), Trustor shall pay Beneficiary' reasonable attorney fees and costs (to be determined by the court or arbitrator and not by jury, in the case of litigation or arbitration) incurred in enforcing its rights under the Loan Documents and/or this Deed of Trust, and any other agreements which evidence, secure or guarantee all or any portion of the Obligations, and Trustee's reasonable attorney fees, Trustee's fees and its costs and expenses in connection with any sale proceedings or lawsuit. All of the foregoing fees and expenses shall be payable on demand, shall incur interest immediately from the moment incurred by Trustee or Beneficiary at the rate of interest applicable under this Deed of Trust, added to the Obligations and secured by this Deed of Trust,

shall be included in any judgment or arbitration award obtained by Beneficiary, and shall be paid to Beneficiary as part of any reinstatement tendered hereunder.

16. ACCEPTANCE OF TRUST; TRUSTEE RESIGNATION; NOTIFICATION OF SALE. Trustee accepts the trust created hereby, which shall be irrevocable by Trustor, when this Deed of Trust, executed and acknowledged, is recorded as provided by law. Trustee may resign at any time by giving notice thereof to Beneficiary as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party, unless brought by Trustee.

17. SUCCESSOR TRUSTEE. Beneficiary may, from time to time, by instrument in writing, designate a successor or successors to any Trustee named herein or acting hereunder, in the manner provided by law. Such writing, upon recordation, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the predecessor Trustee, succeed to all its title.

18. ADDITIONAL SECURITY. The taking or acceptance of this Deed of Trust by Beneficiary shall in no event be considered to constitute a waiver of, or in any way affect or impair, any other security that Beneficiary may have, acquire simultaneously herewith, or hereafter acquire for the Obligations, nor shall the taking at any time by Beneficiary of any such additional security be construed to constitute a waiver of, or in any way affect or impair, the security of this Deed of Trust. Beneficiary may resort to its several securities for the payment of the Obligations in such order and manner as it may deem appropriate. Trustor, and any party hereafter claiming an interest in any portion of the Property by or through Trustor (other than Beneficiary), hereby waive any benefits under the doctrine of marshaling in the event of judicial or nonjudicial foreclosure under this Deed of Trust.

19. CONSTRUCTION OF AGREEMENT; DEFINITIONS. This Deed of Trust shall apply to the parties according to the context hereof, without regard to the number or gender of words or expressions used herein. The captions of paragraphs in this Deed of Trust are for convenience and reference only, and in no way define or limit the scope or intent of this Deed of Trust or the provisions of such paragraphs. This Deed of Trust shall be construed as a whole, in accordance with the fair meaning of its language, and, as each party has been represented by legal counsel of its choice or deliberately chosen not to be so represented, in the negotiation of this Deed of Trust, neither this Deed of Trust nor any provision thereof shall be construed for or against either party by reason of the identity of the party drafting the same. As used in this Deed of Trust, the term(s): (a) "include" or "including" shall mean without limitation by reason of enumeration; (b) "herein," "hereunder," "hereof," "hereinafter" or similar terms refer to this Deed of Trust as a whole rather than to any particular paragraph; (c) "person" includes a corporation, trust, partnership, limited liability company, association, governmental authority or other entity, as well as a natural person; (d) "Beneficiary" shall mean the holder at any time, including pledgees, of Beneficiary' interest in the Note or other writings secured hereby, whether or not named as Beneficiary herein; and (e) "Trustor" shall include all persons or entities named in this Deed of Trust as Trustors, severally and collectively, and any subsequent owner of all or any portion of the Property, and their liability under this Deed of Trust shall be joint and several (however, the foregoing shall in no way constitute or imply Beneficiary' consent to any transfer of the ownership of the Property or any portion thereof).

20. TIME OF THE ESSENCE; SUCCESSORS & ASSIGNS. Time is of the essence hereof. Without limitation of the restrictions on transfer described herein, this Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, personal representatives, legatees, devisees, successors, and assigns.

21. GOVERNING LAW; JURISDICTION. This Deed of Trust is delivered in, relates to real property and personal property located in, and shall be governed by and construed according to the substantive laws and judicial decisions of the State of Utah (regardless of Utah conflict of laws principles or the location,

residence, domicile, or place of business of Trustor or any constituent principal thereof) and applicable federal laws, rules, and regulations. The Parties hereby submit to the jurisdiction of any federal or state court sitting in Utah County, Utah with respect to all disputes arising out of this Deed of Trust.

22. **WAIVER OF JURY TRIAL.** TRUSTOR HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG TRUSTOR AND BENEFICIARY ARISING OUT OF OR IN ANY WAY RELATED TO THIS DEED OF TRUST.

23. **WAIVER OF PRESENTMENT, PROTEST, AND DEMAND.** Trustor and all endorsers, sureties and guarantors hereof hereby jointly and severally waive all acts on the part of Beneficiary potentially required to establish the liability of Trustor, including, among other things diligence, demand, demand for payment, presentment, presentment for payment, notice, notice of nonpayment, protest, notice of protest, notice of intent to accelerate, notice of acceleration, dishonor, notice of dishonor, notice of nonpayment, notice of acceptance, notice of loans made, credit extended, collateral received or delivered or other action taken in reliance thereon and all other notices or demands of any kind (excepting only notices specifically required under this Deed of Trust).

24. **TIME OF THE ESSENCE.** Time is of the essence of this Deed of Trust.

25. **NOTICES.** Except as provided herein with respect to Trustee's exercise of the power of sale contained herein or as otherwise required by law, all notices required or permitted to be given hereunder shall be given at the addresses specified in the first paragraph of this Deed of Trust.

26. **AMENDMENT.** This Deed of Trust may not be amended or changed except by a written agreement signed by Trustor and Beneficiary. The signature of the Trustee shall not be necessary to modify the terms of this Deed of Trust.

27. **SEVERABILITY; ENFORCEABILITY.** Each covenant, provision and condition of this Deed of Trust shall be interpreted so as to be valid and effective under applicable law. If any such covenant, provision or condition is held to be void or invalid, the same shall not affect the remainder hereof, which shall be valid and effective as though the void or invalid covenant, provision or condition had not been contained herein. Should this instrument be or ever become ineffective as a deed of trust, then it shall be construed and enforceable as a realty mortgage (with Trustor as the mortgagor and Beneficiary as the mortgagee).

(Signature pages to follow)

EXHIBIT A: PROPERTY DESCRIPTION

PARCEL NO. (*for reference only*):

EXHIBIT "A "

Escrow No. **14253-6303085 (se)**
A.P.N.: **19-008-0015**

PARCEL 1:

DESCRIBED AS FOLLOWS: PART OF THE EAST HALF OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. BEGINNING AT SOUTHEAST CORNER OF SAID SECTION 20, AND RUNNING THENCE SOUTH 90° WEST 2640 FEET; THENCE NORTH 0° EAST 4785 FEET; THENCE NORTH 90° EAST 908 FEET THENCE SOUTH 12°40' EAST 822.24 FEET; THENCE SOUTH 87°55' EAST 562 FEET; THENCE SOUTH 0°53' EAST 1322.42 FEET, THENCE NORTH 90° EAST 969.68 FEET THENCE SOUTH 0° EAST 2640.08 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM ANY PORTION CONVEYED TO CON L. WILCOX AND JERILYN J. WILCOX ON THAT CERTAIN WARRANTY DEED RECORDED APRIL 30, 2021 AS ENTRY NO. 3149480 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE QUARTER SECTION LINE, SAID POINT BEING NORTH 89°17'08" WEST 987.23 FEET ALONG THE QUARTER SECTION LINE FROM A PK NAIL IN THE ASPHALT IN 3600 WEST STREET REPRESENTING THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°17'08" WEST 1666.29 FEET ALONG THE QUARTER SECTION LINE TO A 2" STEEL POST REPRESENTING THE CENTER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 0°56'47" EAST 2123.22 FEET ALONG A FENCE LINE REPRESENTING THE QUARTER SECTION LINE TO A FENCE "T", SAID POINT BEING SOUTH 0°56'47" WEST 509.77 FEET ALONG THE QUARTER SECTION LINE FROM A WEBER COUNTY BRASS CAP REPRESENTING THE NORTH QUARTER CORNER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°19'18" EAST 921.21 FEET ALONG A FENCE LINE TO A FENCE CORNER, THENCE SOUTH 13°09'26" EAST 819.48 FEET ALONG A FENCE LINE TO A FENCE LINE; THENCE SOUTH 86°49'48" EAST 562.23 FEET ALONG A FENCE LINE TO A FENCE CORNER, THENCE SOUTH 1°40'04" WEST 1304.30 FEET ALONG A FENCE LINE TO THE QUARTER SECTION LINE, BEING POINT OF BEGINNING.

PARCEL 2:

A 30 FOOT RIGHT OF WAY EASEMENT AS DISCLOSED ON THAT CERTAIN WARRANTY DEED RECORDED SEPTEMBER 30, 2021 AS ENTRY NO. 3187568 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING A PK NAIL IN THE ASPHALT IN 3600 WEST STREET REPRESENTING THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING: THENCE SOUTH 0°53'44" WEST 30.00 FEET ALONG THE QUARTER SECTION LINE; THENCE NORTH 89°17'08" WEST 1057.14 FEET: THENCE NORTH 0°42'52" EAST 30.00 FEET TO THE QUARTER SECTION LINE; THENCE SOUTH 89°17'08" EAST 1057.23 FEET ALONG THE QUARTER SECTION LINE TO THE POINT OF BEGINNING.