

WHEN RECORDED MAIL TO:
U.S. Bank Trust National Association, not in its
individual capacity but solely as Trustee for
RCHF CH Trust
One Baxter Way #220 Thousand Oaks, CA 91362

Construction Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing

Ref AL: 10093

Property Address: **248 County Route J3**

For value received, Techo Funding, LLC ("Assignor"), having an address of One Baxter Way #220 Thousand Oaks, CA 91362, the undersigned holder, hereby grants, sells, assigns, conveys and transfers, without recourse to U.S. Bank Trust National Association, not in its individual capacity but solely as Trustee for RCHF CH Trust("Assignee"), having an address of 60 Columbus Circle 19th Fl New York, NY 10023 all of its right, title and interest under that certain security instrument ("Security Instrument") dated 10/10/2025, executed by CW Oquirrh Point, LLC, (herein "Borrower") Cottonwood Title Insurance Agency, Inc. ("Trustee") (herein "Trustee") to Techo Funding, LLC, and given to secure payment of \$76,190,000.00, recorded as Instrument Number 624916 on 14th of December, 2025, official records in Tooele County, UT describing land there as:

See attached Exhibit A

TOGETHER WITH the Note(s) or other Obligation therein described, and the money due and to grow due thereon, with interest, and all rights accrued or to accrue under such Security Instrument.

TO HAVE AND TO HOLD the same unto the said Assignee, its successors and assigns, forever, subject only to all the provisions contained in said Security Instrument and the Note or other Obligation. AND, the said Assignor hereby constitutes and appoints the Assignee as the Assignor's true and lawful attorney, irrevocable in law or in equity, in the Assignor's name, place and stead but at the Assignee's cost and expenses, to have, use and take all lawful ways and means for the recovery of all the said money and interest; and in case of payment, to discharge the same as fully as the Assignor might or could do if these presents were not made.

AND the Assignor covenants that there is now and owing the said Note or other Obligation secured thereby, and there are no set-offs, counterclaims or defenses against the same, in law or equity, nor have there been any modifications or other changes in the original terms thereof, other than as stated herein.

In reference herein to any parties, use of any particular gender or the plural or singular name is intended to include the appropriate gender or number as the text of the within instrument may require.

IN WITNESS WHEREOF, the said Assignor has hereunto set its hand and seal or caused these presents to be signed by its proper officers and its seal, if any, to be hereto affixed this

DEC 18 2026

Techo Funding, LLC

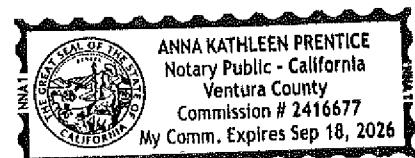
By: Joshua Donaghy
 Joshua Donaghy
 Authorized Signer

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
 COUNTY OF VENTURA

On 12/18/2025, before me, Anna Kathleen Prentice, notary public personally appeared Joshua Donaghy who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(This area for official notary seal)



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal,

Anna Kathleen Prentice
 Notary Public commissioned for said County and State

PREPARED BY:
 Anchor Loans, LP
 One Baxter Way #220 Thousand Oaks, CA 91362

EXHIBIT A PROPERTY DESCRIPTION

PARCEL 1 (LENNAR NORTH):

A parcel of land, situate in the Southwest Quarter of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in the City of Erda, Tooele County, Utah, more particularly described as follows:

Beginning at the found monument representing the South quarter corner of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian, (The Basis of Bearing for this description being North 89°39'26" East 2641.18 feet which is the measured line between the found monuments representing the South Quarter Corner and Southeast Corner of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian), and running: thence North 0°25'21" West 3.89 feet; thence Northwesterly 568.67 feet along the arc of a 542.00 feet radius tangent curve to the left (center bears South 89°34'39" West and the long chord bears North 30°28'47" West 542.94 feet through a central angle of 60°06'53"); thence North 60°32'14" West 78.62 feet; thence Northerly 23.56 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears North 29°27'46" East and the long chord bears North 15°32'14" West 21.21 feet through a central angle of 90°00'00"); thence North 60°32'14" West 60.00 feet; thence Westerly 23.56 feet along the arc of a 15.00 feet radius non-tangent curve to the right (center bears North 60°32'14" West and the long chord bears South 74°27'46" West 21.21 feet through a central angle of 90°00'00"); thence North 60°32'14" West 523.60 feet; thence Northerly 23.56 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears North 29°27'46" East and the long chord bears North 15°32'14" West 21.21 feet through a central angle of 89°59'54"); thence North 60°32'11" West 60.00 feet; thence Westerly 23.56 feet along the arc of a 15.00 feet radius non-tangent curve to the right (center bears North 60°32'20" West and the long chord bears South 74°27'43" West 21.21 feet through a central angle of 90°00'06"); thence North 60°32'14" West 110.52 feet; thence Northwesterly 445.20 feet along the arc of a 458.00 feet radius tangent curve to the right (center bears North 29°27'46" East and the long chord bears North 32°41'24" West 427.88 feet through a central angle of 55°41'40") to a point of compound curvature; thence Northeasterly 24.74 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears North 85°09'26" East and the long chord bears North 42°24'28" East 22.03 feet through a central angle of 94°30'05"); thence North 0°20'29" West 30.00 feet; thence South 89°39'31" West 1.35 feet; thence North 0°20'29" West 30.00 feet; thence Northwesterly 23.57 feet along the arc of a 15.00 feet radius non-tangent curve to the right (center bears North 0°20'29" West and the long chord bears North 45°20'00" West 21.22 feet through a central angle of 90°00'58"); thence North 0°19'31" West 444.97 feet; thence Northeasterly 23.64 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears North 89°40'29" East and the long chord bears North 44°49'42" East 21.27 feet through a central angle of 90°18'26"); thence North 0°01'05" West 30.00 feet; thence South 89°58'55" West 0.48 feet; thence North 0°01'05" West 30.00 feet; thence Northwesterly 23.48 feet along the arc of a 15.00 feet radius non-tangent curve to the right (center bears North 0°01'05" West and the long chord bears North 45°10'18" West 21.16 feet through a central angle of 89°41'34"); thence North 0°19'31" West 429.99 feet; thence Northeasterly 23.64 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears North 89°40'29" East and the long chord bears North 44°49'42" East 21.27 feet through a central angle of 90°18'26"); thence North 0°01'05" West 30.00 feet; thence South 89°58'55" West 0.48 feet; thence North 0°01'05" West 30.00 feet; thence Northwesterly 23.48 feet along the arc of a 15.00 feet radius non-tangent curve to the right (center bears North 0°01'05" West and the long chord bears North 45°10'18" West 21.16 feet through a central angle of 89°41'34"); thence North 0°19'31" West 160.00 feet; thence Northeasterly 23.64 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears North 89°40'29" East and the long chord bears North 44°49'42" East 21.27 feet through a central angle of 90°18'26") to the South Right of Way line of Erda Way; thence North 89°58'55" East 901.43 feet along said South line; thence South 0°19'31" East 339.46 feet; thence North 89°40'29" East 361.50 feet to the North South Quarter Section line of said Section 34; thence South 0°19'31" East 2,255.13 feet along said Quarter Section line to the Point of Beginning.

LESS AND EXCEPTING THEREFROM (EHD Residential):

A parcel of land, situate in the Southwest Quarter of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in City of Erda, Tooele County, Utah, more particularly described as follows:

Beginning at a point being North 0°19'31" West 1279.56 feet along the North South Quarter Section line and South 89°40'29" West 526.59 feet from the found monument representing the South Quarter Corner of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian, (The Basis of Bearing for this description being North 89°39'26" East 2641.18 feet which is the measured line between the found monuments representing the South Quarter Corner and Southeast Corner of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian) and running: thence South 0°04'19" West 371.86 feet; thence Southerly 61.56 feet along the arc of a 120.00 feet radius tangent curve to the right (center bears North 89°55'41" West and the long chord bears South 14°46'03" West 60.88 feet through a central angle of 29°23'27"); thence South 29°27'46" West 15.66 feet; thence Westerly 23.56 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears North 60°32'14" West and the long chord bears South 74°27'46" West 21.21 feet through a central angle of 90°00'00"); thence North 60°32'14" West 254.35 feet; thence Northerly 23.56 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears North 29°27'46" East and the long chord bears North 15°32'17" West 21.21 feet through a central angle of 89°59'54"); thence North 29°27'40" East 97.24 feet; thence Northerly 92.33 feet along the arc of a 180.00 feet radius tangent curve to the left (center bears North 60°32'20" West and the long chord bears North 14°46'00" East 91.32 feet through a central angle of 29°23'21"); thence North 0°04'19" East 130.56 feet; thence Northeasterly 23.45 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears South 89°55'41" East and the long chord bears North 44°51'55" East 21.14 feet through a central angle of 89°35'12"); thence North 89°39'31" East 170.00 feet; thence Southeasterly 23.67 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears South 0°20'29" East and the long chord bears South 45°08'05" East 21.29 feet through a central angle of 90°24'48"); to the Point of Beginning.

PARCEL 2 (EHD RESIDENTIAL):

A parcel of land, situate in the Southwest Quarter of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in City of Erda, Tooele County, Utah, more particularly described as follows:

Beginning at a point being North 0°19'31" West 1279.56 feet along the North South Quarter Section line and South 89°40'29" West 526.59 feet from the found monument representing the South Quarter Corner of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian, (The Basis of Bearing for this description being North 89°39'26" East 2641.18 feet which is the measured line between the found monuments representing the South Quarter Corner and Southeast Corner of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian) and running: thence South 0°04'19" West 371.86 feet; thence Southerly 61.56 feet along the arc of a 120.00 feet radius tangent curve to the right (center bears North 89°55'41" West and the long chord bears South 14°46'03" West 60.88 feet through a central angle of 29°23'27"); thence South 29°27'46" West 15.66 feet; thence Westerly 23.56 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears North 60°32'14" West and the long chord bears South 74°27'46" West 21.21 feet through a central angle of 90°00'00"); thence North 60°32'14" West 254.35 feet; thence Northerly 23.56 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears North 29°27'46" East and the long chord bears North 15°32'17" West 21.21 feet through a central angle of 89°59'54"); thence North 29°27'40" East 97.24 feet; thence Northerly 92.33 feet along the arc of a 180.00 feet radius tangent curve to the left (center bears North 60°32'20" West and the long chord bears North 14°46'00" East 91.32 feet through a central angle of 29°23'21"); thence North 0°04'19" East 130.56 feet; thence Northeasterly 23.45 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears South 89°55'41" East and the long chord bears North 44°51'55" East 21.14 feet through a central angle of 89°35'12"); thence North 89°39'31" East 170.00 feet; thence Southeasterly 23.67 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears South 0°20'29" East and the long chord bears South 45°08'05" East 21.29 feet through a central angle of 90°24'48") to the Point of Beginning.

PARCEL 3 (LENNAR SOUTH):

A parcel of land, situate in the Northwest Quarter of Section 3, Township 3 South, Range 4 West, and the Southwest Quarter of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in City of Erda, Tooele County, Utah, more particularly described as follows:

Beginning at a point on the Northerly Right of Way line of 33rd Parkway, said point being South 0°25'42" East 1224.85 feet along the North South Quarter Section line and South 89°38'56" West 99.14 feet from the found monument representing the South Quarter Corner of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian, (The Basis of Bearing for this description being North 89°39'26" East 2641.18 feet which is the measured line between the found monuments representing the South Quarter Corner and Southeast Corner of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian) and running: thence South 89°38'56" West 1,296.41 feet along said Northerly line; thence North 88°59'46" West 206.25 feet along said Northerly line; thence North 0°25'43" West 1220.24 feet to and along the East line of D.R. Davis PUD Amended which is recorded under Entry No. 252513 in the office of the Tooele County Recorder; thence Northwesterly 23.54 feet along the arc of a 15.00 feet radius tangent curve to the left (center bears South 89°34'17" West and the long chord bears North 45°23'06" West 21.20 feet through a central angle of 89°54'46"); thence North 0°20'29" West 30.00 feet; thence South 89°39'31" West 0.14 feet; thence North 0°20'29" West 30.00 feet; thence Northeasterly 23.58 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears North 0°20'29" West and the long chord bears North 44°36'54" East 21.23 feet through a central angle of 90°05'14"); thence North 0°25'43" West 72.57 feet; thence Northerly 55.97 feet along the arc of a 530.00 feet radius tangent curve to the right (center bears North 89°34'17" East and the long chord bears North 2°35'48" East 55.94 feet through a central angle of 6°03'02") to a point of reverse curvature; thence Northwesterly 25.12 feet along the arc of a 15.00 feet radius tangent curve to the left (center bears North 84°22'41" West and the long chord bears North 42°21'35" West 22.29 feet through a central angle of 95°57'49"); thence North 0°20'29" West 30.00 feet; thence North 89°39'31" East 17.14 feet; thence North 0°20'29" West 30.00 feet; thence Northeasterly 19.48 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears North 0°20'29" West and the long chord bears North 52°27'43" East 18.14 feet through a central angle of 74°23'36") to a point of reverse curvature; thence Northerly 107.99 feet along the arc of a 530.00 feet radius tangent curve to the right (center bears South 74°44'05" East and the long chord bears North 21°06'09" East 107.81 feet through a central angle of 11°40'29") to a point of reverse curvature; thence Northerly 22.32 feet along the arc of a 15.00 feet radius tangent curve to the left (center bears North 63°03'36" West and the long chord bears North 15°41'31" West 20.32 feet through a central angle of 85°15'50"); thence North 31°40'34" East 60.00 feet; thence Easterly 22.32 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears North 31°40'34" East and the long chord bears North 79°02'39" East 20.32 feet through a central angle of 85°15'50") to a point of reverse curvature; thence Northeasterly 8.67 feet along the arc of a 530.00 feet radius tangent curve to the right (center bears South 53°35'15" East and the long chord bears North 36°52'51" East 8.67 feet through a central angle of 0°56'13"); thence North 37°20'58" East 110.85 feet; thence Northerly 23.56 feet along the arc of a 15.00 feet radius tangent curve to the left (center bears North 52°39'02" West and the long chord bears North 7°39'02" West 21.21 feet through a central angle of 90°00'00"); thence North 37°20'58" East 60.00 feet; thence Easterly 23.56 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears North 37°20'58" East and the long chord bears North 82°20'58" East 21.21 feet through a central angle of 90°00'00"); thence North 37°20'58" East 114.35 feet; thence Northerly 22.66 feet along the arc of a 15.00 feet radius tangent curve to the left (center bears North 52°39'02" West and the long chord bears North 5°56'07" West 20.57 feet through a central angle of 86°34'10") to a point of reverse curvature; thence Northwesterly 222.24 feet along the arc of a 737.00 feet radius tangent curve to the right (center bears North 40°46'48" East and the long chord bears North 40°34'52" West 221.40 feet through a central angle of 17°16'39") to a point of reverse curvature; thence Westerly 21.88 feet along the arc of a 15.00 feet radius tangent curve to the left (center bears South 58°03'27" West and the long chord bears North 73°43'33" West 19.99 feet through a central angle of 83°34'00"); thence North 25°30'33" West 30.00 feet; thence Southwesterly 7.37 feet along the arc of a 125.00 feet radius non-tangent curve to the right (center bears North 25°30'33" West and the long chord bears South 66°10'46" West 7.37 feet through a central angle of 3°22'37"); thence North 22°07'56" West 30.00 feet; thence Northerly 24.33 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears North 22°07'56" West and the long chord bears North 21°24'12" East 21.75 feet through a central angle of 92°55'44") to a point of reverse curvature; thence Northerly 139.64 feet along the arc of a 737.00 feet radius tangent curve to the right (center bears North 64°56'20" East and the long chord bears North 19°37'59" West 139.43 feet through a central angle of 10°51'22") to a point of reverse curvature; thence

Northwesterly 19.93 feet along the arc of a 15.00 feet radius tangent curve to the left (center bears South 75°47'42" West and the long chord bears North 52°16'24" West 18.50 feet through a central angle of 76°08'11"); thence North 0°20'29" West 30.00 feet; thence South 89°39'31" West 16.48 feet; thence North 0°20'29" West 30.00 feet; thence Northeasterly 25.37 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears North 0°20'29" West and the long chord bears North 41°12'52" East 22.45 feet through a central angle of 96°53'17") to a point of reverse curvature; thence Northerly 56.56 feet along the arc of a 737.00 feet radius tangent curve to the right (center bears North 82°46'14" East and the long chord bears North 5°01'52" West 56.54 feet through a central angle of 04°23'48"); thence North 87°10'02" East 30.00 feet; thence Southerly 4.18 feet along the arc of a 707.00 feet radius non-tangent curve to the left (center bears North 87°10'02" East and the long chord bears South 3°00'08" East 4.18 feet through a central angle of 0°20'20"); thence North 86°49'42" East 30.00 feet; thence Northeasterly 24.30 feet along the arc of a 15.00 feet radius non-tangent curve to the right (center bears North 86°49'42" East and the long chord bears North 43°14'36" East 21.73 feet through a central angle of 92°49'49"); thence North 89°39'31" East 101.65 feet; thence Southeasterly 22.63 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears South 0°20'29" East and the long chord bears South 47°07'51" East 20.54 feet through a central angle of 86°25'17") to a point of reverse curvature; thence Southeasterly 421.18 feet along the arc of a 542.00 feet radius tangent curve to the left (center bears North 86°04'47" East and the long chord bears South 26°10'56" East 410.67 feet through a central angle of 44°31'27") to a point of reverse curvature; thence Southerly 22.46 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears South 41°33'21" West and the long chord bears South 5°32'51" East 20.42 feet through a central angle of 85°47'37"); thence South 52°39'02" East 30.00 feet; thence North 37°20'58" East 0.67 feet; thence South 52°39'02" East 30.00 feet; thence Easterly 22.24 feet along the arc of a 15.00 feet radius non-tangent curve to the right (center bears South 52°39'02" East and the long chord bears North 79°49'06" East 20.26 feet through a central angle of 84°56'17"); thence Southeasterly 26.72 feet along the arc of a 470.71 feet radius non-tangent curve to the left (center bears North 32°30'05" East and the long chord bears South 59°07'29" East 26.72 feet through a central angle of 03°15'09"); thence South 60°32'14" East 110.52 feet; thence Southerly 23.56 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears South 29°27'46" West and the long chord bears South 15°31'59" East 21.21 feet through a central angle of 90°00'30"); thence South 60°31'44" East 30.00 feet; thence North 29°28'16" East 0.01 feet; thence South 60°31'44" East 30.00 feet; thence Easterly 23.56 feet along the arc of a 15.00 feet radius non-tangent curve to the right (center bears South 60°31'44" East and the long chord bears North 74°28'01" East 21.21 feet through a central angle of 89°59'30"); thence South 60°32'14" East 161.31 feet; thence Southerly 23.56 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears South 29°27'46" West and the long chord bears South 15°32'14" East 21.21 feet through a central angle of 90°00'00"); thence South 60°32'14" East 60.00 feet; thence Easterly 23.56 feet along the arc of a 15.00 feet radius non-tangent curve to the right (center bears South 29°27'46" West and the long chord bears South 15°32'14" East 21.21 feet through a central angle of 90°00'00"); thence South 60°32'14" East 60.00 feet; thence Easterly 23.56 feet along the arc of a 15.00 feet radius non-tangent curve to the right (center bears South 60°32'14" East and the long chord bears North 74°27'46" East 21.21 feet through a central angle of 90°00'00"); thence South 60°32'14" East 78.62 feet; thence Southeasterly 138.82 feet along the arc of a 458.00 feet radius tangent curve to the right (center bears South 29°27'46" West and the long chord bears South 51°51'13" East 138.29 feet through a central angle of 17°22'01") to a point of compound curvature; thence Southerly 31.70 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears South 46°49'47" West and the long chord bears South 17°22'03" West 26.12 feet through a central angle of 121°04'32"); thence South 12°05'41" East 30.00 feet; thence Easterly 27.57 feet along the arc of a 100.00 feet radius non-tangent curve to the left (center bears North 12°05'41" West and the long chord bears North 70°00'26" East 27.48 feet through a central angle of 15°47'46"); thence South 27°53'27" East 30.00 feet; thence Easterly 22.73 feet along the arc of a 15.00 feet radius non-tangent curve to the right (center bears South 27°53'27" East and the long chord bears South 74°29'12" East 20.61 feet through a central angle of 86°48'30") to a point of compound curvature; thence Southerly 173.06 feet along the arc of a 458.00 feet radius tangent curve to the right (center bears South 58°55'02" West and the long chord bears South 20°15'27" East 172.04 feet through a central angle of 21°39'01") to a point of compound curvature; thence Southwesterly 25.95 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears South 80°34'03" West and the long chord bears South 40°07'09" West 22.83 feet through a central angle of 99°06'11"); thence South 0°19'46" East 30.00 feet thence North 89°40'14" East 5.61 feet; thence South 0°19'46" East 30.00 feet; thence Southeasterly 23.54 feet along the arc of a 15.00 feet radius non-tangent curve to the right (center bears South

0°19'46" East and the long chord bears South 45°22'33" East 21.20 feet through a central angle of 89°54'25"); thence South 0°25'21" East 177.52 feet; thence Southwesterly 23.59 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears South 89°34'39" West and the long chord bears South 44°37'27" West 21.23 feet through a central angle of 90°05'35"); thence South 0°19'46" East 30.00 feet; thence North 89°40'14" East 0.15 feet; thence South 0°19'46" East 30.00 feet; thence Southeasterly 23.54 feet along the arc of a 15.00 feet radius non-tangent curve to the right (center bears South 0°19'46" East and the long chord bears South 45°22'33" East 21.20 feet through a central angle of 89°54'25"); thence South 0°25'21" East 545.47 feet; thence Southwesterly 23.58 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears South 89°34'39" West and the long chord bears South 44°36'47" West 21.23 feet through a central angle of 90°04'16"); thence South 0°21'04" East 30.00 feet; thence North 89°38'56" East 0.11 feet; thence South 0°21'04" East 30.00 feet; thence Southeasterly 23.54 feet along the arc of a 15.00 feet radius non-tangent curve to the right (center bears South 0°21'04" East and the long chord bears South 45°23'13" East 21.20 feet through a central angle of 89°55'44"); thence South 0°25'21" East 290.00 feet; thence Southwesterly 23.58 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears South 89°34'39" West and the long chord bears South 44°36'47" West 21.23 feet through a central angle of 90°04'16") to the Point of Beginning.

PARCEL 4 (AMH):

A parcel of land, situate in the Southwest Quarter of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in City of Erda, Tooele County, Utah, more particularly described as follows:

Beginning at a point on the Section line, said point being South 89°39'30" West 1601.75 feet along said Section line from the found monument representing the South Quarter Corner of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian, (The Basis of Bearing for this description being North 89°39'26" East 2641.18 feet which is the measured line between the found monuments representing the South Quarter Corner and Southeast Corner of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian) and running: thence South 89°39'30" West 427.24 feet along said Section line and along the North line of Lot 4 of D.R. Davis PUD Amended, Entry #252513 as recorded in the Tooele County Recorder's Office; thence North 0°20'29" West 1,294.82 feet; thence North 89°39'31" East 461.70 feet; thence Southeasterly 22.91 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears South 0°20'29" East and the long chord bears South 46°35'14" East 20.75 feet through a central angle of 87°30'31") to a point of reverse curvature; thence Southerly 56.56 feet along the arc of a 737.00 feet radius tangent curve to the left (center bears North 87°10'02" East and the long chord bears South 5°01'52" East 56.54 feet through a central angle of 4°23'48") to a point of reverse curvature; thence Southwesterly 25.37 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears South 82°46'14" West and the long chord bears South 41°12'52" West 22.45 feet through a central angle of 96°53'17"); thence South 0°20'29" East 30.00 feet; thence North 89°39'31" East 16.48 feet; thence South 0°20'29" East 30.00 feet; thence Southeasterly 19.93 feet along the arc of a 15.00 feet radius non-tangent curve to the right (center bears South 0°20'29" East and the long chord bears South 52°16'24" East 18.50 feet through a central angle of 76°08'11") to a point of reverse curvature; thence Southerly 139.64 feet along the arc of a 737.00 feet radius tangent curve to the left (center bears North 75°47'42" East and the long chord bears South 19°37'59" East 139.43 feet through a central angle of 10°51'22") to a point of reverse curvature; thence Southerly 24.33 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears South 64°56'20" West and the long chord bears South 21°24'12" West 21.75 feet through a central angle of 92°55'44"); thence South 22°07'56" East 30.00 feet; thence Northeasterly 7.37 feet along the arc of a 125.00 feet radius non-tangent curve to the left (center bears North 22°07'56" West and the long chord bears North 66°10'46" East 7.37 feet through a central angle of 3°22'37"); thence South 25°30'33" East 30.00 feet; thence Easterly 21.88 feet along the arc of a 15.00 feet radius non-tangent curve to the right (center bears South 25°30'33" East and the long chord bears South 73°43'33" East 19.99 feet through a central angle of 83°34'00") to a point of reverse curvature; thence Southeasterly 222.24 feet along the arc of a 737.00 feet radius tangent curve to the left (center bears North 58°03'27" East and the long chord bears South 40°34'52" East 221.40 feet through a central angle of 17°16'39") to a point of reverse curvature; thence Southerly 22.66 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears South 40°46'48" West and the long chord bears South 5°56'07" East 20.57 feet through a central angle of 86°34'10"); thence South 37°20'58" West 114.35 feet; thence Westerly 23.56 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears North 52°39'02" West and the long chord bears South

82°20'58" West 21.21 feet through a central angle of 90°00'00"); thence South 37°20'58" West 60.00 feet; thence Southerly 23.56 feet along the arc of a 15.00 feet radius non-tangent curve to the right (center bears South 37°20'58" West and the long chord bears South 7°39'02" East 21.21 feet through a central angle of 90°00'00"); thence South 37°20'58" West 110.85 feet; thence Southwesterly 8.67 feet along the arc of a 530.00 feet radius tangent curve to the left (center bears South 52°39'02" East and the long chord bears South 36°52'51" West 8.67 feet through a central angle of 0°56'13") to a point of reverse curvature; thence Westerly 22.32 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears North 53°35'15" West and the long chord bears South 79°02'39" West 20.32 feet through a central angle of 85°15'50"); thence South 31°40'34" West 60.00 feet; thence Southerly 22.32 feet along the arc of a 15.00 feet radius non-tangent curve to the right (center bears South 31°40'34" West and the long chord bears South 15°41'31" East 20.32 feet through a central angle of 85°15'50") to a point of reverse curvature; thence Southerly 107.99 feet along the arc of a 530.00 feet radius tangent curve to the left (center bears South 63°03'36" East and the long chord bears South 21°06'09" West 107.81 feet through a central angle of 11°40'29") to a point of reverse curvature; thence Southwesterly 19.48 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears North 74°44'05" West and the long chord bears South 52°27'43" West 18.14 feet through a central angle of 74°23'36"); thence South 0°20'29" East 30.00 feet; thence South 89°39'31" West 17.14 feet; thence South 0°20'29" East 30.00 feet; thence Southeasterly 25.12 feet along the arc of a 15.00 feet radius non-tangent curve to the right (center bears South 0°20'29" East and the long chord bears South 42°21'35" East 22.29 feet through a central angle of 95°57'49") to a point of reverse curvature; thence Southerly 55.97 feet along the arc of a 530.00 feet radius tangent curve to the left (center bears South 84°22'41" East and the long chord bears South 2°35'48" West 55.94 feet through a central angle of 6°03'02"); thence South 0°25'43" East 72.57 feet; thence Southwesterly 23.58 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears South 89°34'17" West and the long chord bears South 44°36'54" West 21.23 feet through a central angle of 90°05'14"); thence South 0°20'29" East 30.00 feet; thence North 89°39'31" East 0.14 feet; thence South 0°20'29" East 30.00 feet; thence Southeasterly 23.54 feet along the arc of a 15.00 feet radius non-tangent curve to the right (center bears South 0°20'29" East and the long chord bears South 45°23'06" East 21.20 feet through a central angle of 89°54'46") to the Point of Beginning.

PARCEL 5:

Tract 1 (NORTH COMMERCIAL DESCRIPTION):

A parcel of land, situate in the Southwest Quarter of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in the City of Erda, Tooele County, Utah, more particularly described as follows:

Beginning at a point on the North line of D.R. Davis PUD Amended Subdivision which is recorded under Entry No. 252513 in the office of the Tooele County Recorder, said point located South 89°39'30" West 2028.99 feet from the South Quarter Corner of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian (The Basis of Bearing for this description being North 89°39'26" East 2641.18 feet which is the measured line between the found monuments representing the South Quarter Corner and Southeast Corner of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian), and running: thence South 89°39'30" West 481.02 feet along said North line to the Easterly Right of Way line of State Road 36; thence North 0°24'53" West 1,324.82 feet along said Easterly line to a Boundary Line Agreement, Entry #495810 as recorded in the Tooele County Recorder's office; thence North 89°39'31" East 482.72 feet along said Boundary Line Agreement; thence South 0°20'29" East 1,324.82 feet to said North line of D.R. Davis PUD Amended Subdivision and to the Point of Beginning.

Tract 2 (MIDDLE COMMERCIAL DESCRIPTION):

A parcel of land, situate in the Northwest Quarter of Section 3, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in the City of Erda, Tooele County, Utah, more particularly described as follows:

Beginning at a point on the Northerly line of 33rd Parkway, said point located South 0°25'21" East 1224.85 feet and South 89°38'56" West 1395.43 feet along said Northerly line and North 88°59'46" West 206.25 feet along

said Northerly line from the South Quarter Corner of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian (The Basis of Bearing for this description being North 89°39'26" East 2641.18 feet which is the measured line between the found monuments representing the South Quarter Corner and Southeast Corner of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian), and running: thence North 88°59'46" West 860.05 feet along said Northerly line; thence Northwesterly 77.30 feet along the arc of a 50.00 feet radius tangent curve to the right (center bears North 1°00'14" East and the long chord bears North 44°42'20" West 69.83 feet through a central angle of 88°34'53") along said Northerly line to the Easterly Right of Way line of State Road 36; thence North 0°24'53" West 479.54 feet along said Easterly line to the South line of D.R.Davis PUD Amended Subdivision which is recorded under Entry No. 252513 in the office of the Tooele County Recorder; thence North 89°39'30" East 908.42 feet along said South line; thence South 0°25'43" East 549.65 feet to the Point of Beginning.

Tract 3 (SOUTH COMMERCIAL DESCRIPTION):

A parcel of land, situate in the Northwest Quarter of Section 3, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in the City of Erda, Tooele County, Utah, more particularly described as follows:

Beginning at a point located South 0°25'21" East 2649.70 feet along the North South Quarter Section Line to the calculated center of Section and South 89°38'21" West 2146.47 feet along the East West Quarter Section Line from the South Quarter Corner of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian (The Basis of Bearing for this description being North 89°39'26" East 2641.18 feet which is the measured line between the found monuments representing the South Quarter Corner and Southeast Corner of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian), and running: thence South 89°38'21" West 363.90 feet to the Easterly Right of Way line of State Road 36; thence North 0°24'53" West 1,300.36 feet along said Easterly line; thence Northeasterly 79.78 feet along the arc of a 50.00 feet radius tangent curve to the right (center bears North 89°35'07" East and the long chord bears North 45°17'40" East 71.58 feet through a central angle of 91°25'06") along said Easterly line to the Southerly Right of Way line of 33rd Parkway; thence South 88°59'46" East 857.60 feet along said Southerly line; thence South 0°25'43" East 549.95 feet; thence South 89°39'28" West 545.00 feet; thence South 0°25'43" East 780.19 feet to said East West Quarter Section Line and to the Point of Beginning.

Tract 4 (SOUTH COMMERCIAL REMAINDER DESCRIPTION):

A parcel of land, situate in the Northwest Quarter of Section 3, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in the City of Erda, Tooele County, Utah, more particularly described as follows:

Beginning at a point located South 0°25'21" East 2649.70 feet along the North South Quarter Section Line to the calculated center of Section from the South Quarter Corner of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian (The Basis of Bearing for this description being North 89°39'26" East 2641.18 feet which is the measured line between the found monuments representing the South Quarter Corner and Southeast Corner of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian), and running: thence South 89°38'21" West 2,146.47 feet; thence North 0°25'43" West 780.19 feet; thence North 89°39'28" East 545.00 feet; thence North 0°25'43" West 549.95 feet to the Southerly Right of Way line of 33rd Parkway; thence South 88°59'46" East 204.93 feet along said Southerly line; thence North 89°38'56" East 1,396.74 feet along said Southerly line to the North South Quarter Section line; thence South 0°25'21" East 1,324.85 feet along said North South Quarter Section line to the Point of Beginning.

Tract 5 (OQUIRRH POINT ROAD REMAINDER DESCRIPTION):

A parcel of land, situate in the Northwest Quarter of Section 3, Township 3 South, Range 4 West, and the West half of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in the City of Erda, Tooele County, Utah, more particularly described as follows:

Beginning at the South Quarter Corner of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian (The Basis of Bearing for this description being North 89°39'26" East 2641.18 feet which is the measured line between the found monuments representing the South Quarter Corner and Southeast Corner of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian), and running: thence South 0°25'21" East 1,224.85 feet; thence South 89°38'56" West 99.02 feet; thence Northeasterly 23.58 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears North 0°21'04" West and the long chord bears North 44°36'47" East 21.23 feet through a central angle of 90°04'16"); thence North 0°25'21" West 290.00 feet; thence Northwesterly 23.54 feet along the arc of a 15.00 feet radius tangent curve to the left (center bears South 89°34'39" West and the long chord bears North 45°23'13" West 21.20 feet through a central angle of 89°55'44"); thence North 0°21'04" West 30.00 feet; thence South 89°38'56" West 0.11 feet; thence North 0°21'04" West 30.00 feet; thence Northeasterly 23.58 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears North 0°21'04" West and the long chord bears North 44°36'47" East 21.23 feet through a central angle of 90°04'16"); thence North 0°25'21" West 545.47 feet; thence Northwesterly 23.54 feet along the arc of a 15.00 feet radius tangent curve to the left (center bears South 89°34'39" West and the long chord bears North 45°22'33" West 21.20 feet through a central angle of 89°54'25"); thence North 0°19'46" West 30.00 feet; thence South 89°40'14" West 0.15 feet; thence North 0°19'46" West 30.00 feet; thence Northeasterly 23.59 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears North 0°19'46" West and the long chord bears North 44°37'27" East 21.23 feet through a central angle of 90°05'35"); thence North 0°25'21" West 177.52 feet; thence Northwesterly 23.54 feet along the arc of a 15.00 feet radius tangent curve to the left (center bears South 89°34'39" West and the long chord bears North 45°22'33" West 21.20 feet through a central angle of 89°54'25"); thence North 0°19'46" West 30.00 feet; thence South 89°40'14" West 5.61 feet; thence North 0°19'46" West 30.00 feet; thence Northeasterly 25.95 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears North 0°19'46" West and the long chord bears North 40°07'09" East 22.83 feet through a central angle of 99°06'11") to a point of compound curvature; thence Northerly 173.06 feet along the arc of a 458.00 feet radius tangent curve to the left (center bears South 80°34'03" West and the long chord bears North 20°15'27" West 172.04 feet through a central angle of 21°39'01") to a point of compound curvature; thence Westerly 22.73 feet along the arc of a 15.00 feet radius tangent curve to the left (center bears South 58°55'02" West and the long chord bears North 74°29'12" West 20.61 feet through a central angle of 86°48'30"); thence North 27°53'27" West a distance of 30.00 feet; thence Westerly 27.57 feet along the arc of a 100.00 feet radius non-tangent curve to the right (center bears North 27°53'27" West and the long chord bears South 70°00'26" West 27.48 feet through a central angle of 15°47'46"); thence North 12°05'41" West 30.00 feet; thence Northerly 31.70 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears North 12°05'41" West and the long chord bears North 17°22'03" East 26.12 feet through a central angle of 121°04'32") to a point of compound curvature; thence Northwesterly 138.82 feet along the arc of a 458.00 feet radius tangent curve to the left (center bears South 46°49'47" West and the long chord bears North 51°51'13" West 138.29 feet through a central angle of 17°22'01"); thence North 60°32'14" West 78.62 feet; thence Westerly 23.56 feet along the arc of a 15.00 feet radius tangent curve to the left (center bears South 29°27'46" West and the long chord bears South 74°27'46" West 21.21 feet through a central angle of 90°00'00"); thence North 60°32'14" West 60.00 feet; thence Northerly 23.56 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears North 60°32'14" West and the long chord bears North 15°32'14" West 21.21 feet through a central angle of 90°00'00"); thence North 60°32'14" West 60.00 feet; thence Northerly 23.56 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears North 60°32'14" West and the long chord bears North 15°32'14" West 21.21 feet through a central angle of 90°00'00"); thence North 60°32'14" West 161.31 feet; thence Westerly 23.56 feet along the arc of a 15.00 feet radius tangent curve to the left (center bears South 29°27'46" West and the long chord bears South 74°28'01" West 21.21 feet through a central angle of 89°59'30"); thence North 60°31'44" West 30.00 feet; thence South 29°28'16" West 0.01 feet; thence North 60°31'44" West 30.00 feet; thence Northerly 23.56 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears North 60°31'44" West and the long chord bears North 15°31'59" West 21.21 feet through a central angle of 90°00'30"); thence North

60°32'14" West 110.52 feet; thence Northwesterly 26.72 feet along the arc of a 470.71 feet radius non-tangent curve to the right (center bears North 29°14'56" East and the long chord bears North 59°07'29" West 26.72 feet through a central angle of 03°15'09"); thence Westerly 22.24 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears South 32°17'15" West and the long chord bears South 79°49'06" West 20.26 feet through a central angle of 84°56'17"); thence North 52°39'02" West 30.00 feet; thence South 37°20'58" West 0.67 feet; thence North 52°39'02" West 30.00 feet; thence Northerly 22.46 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears North 52°39'02" West and the long chord bears North 5°32'51" West 20.42 feet through a central angle of 85°47'37") to a point of reverse curvature; thence Northwesterly 421.18 feet along the arc of a 542.00 feet radius tangent curve to the right (center bears North 41°33'21" East and the long chord bears North 26°10'56" West 410.67 feet through a central angle of 44°31'27") to a point of reverse curvature; thence Northwesterly 22.63 feet along the arc of a 15.00 feet radius tangent curve to the left (center bears South 86°04'47" West and the long chord bears North 47°07'51" West 20.54 feet through a central angle of 86°25'17"); thence South 89°39'31" West 101.65 feet; thence Southwesterly 24.30 feet along the arc of a 15.00 feet radius tangent curve to the left (center bears South 0°20'29" East and the long chord bears South 43°14'36" West 21.73 feet through a central angle of 92°49'49"); thence South 86°49'42" West 30.00 feet; thence Northerly 4.18 feet along the arc of a 707.00 feet radius non-tangent curve to the right (center bears North 86°49'42" East and the long chord bears North 3°00'08" West 4.18 feet through a central angle of 00°20'20"); thence South 87°10'02" West 30.00 feet; thence Northwesterly 22.91 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears South 87°10'02" West and the long chord bears North 46°35'14" West 20.75 feet through a central angle of 87°30'31"); thence South 89°39'31" West 461.70 feet; thence North 0°20'29" West 30.00 feet to a Boundary Line Agreement, Entry #495810 as recorded in the Tooele County Recorder's office; thence North 89°39'31" East 709.36 feet along said Boundary Line Agreement; thence North 0°19'31" West 1,275.28 feet along said Boundary Line Agreement to the Southerly Right of Way line of Erda Way; thence North 89°58'55" East 57.08 feet along said Southerly line; thence Southwesterly 23.64 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears South 0°01'05" East and the long chord bears South 44°49'42" West 21.27 feet through a central angle of 90°18'26"); thence South 0°19'31" East 160.00 feet; thence Southeasterly 23.48 feet along the arc of a 15.00 feet radius tangent curve to the left (center bears North 89°40'29" East and the long chord bears South 45°10'18" East 21.16 feet through a central angle of 89°41'34"); thence South 0°01'05" East 30.00 feet; thence North 89°58'55" East 0.48 feet; thence South 0°01'05" East 30.00 feet; thence Southwesterly 23.64 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears South 0°01'05" East and the long chord bears South 44°49'42" West 21.27 feet through a central angle of 90°18'26"); thence South 0°19'31" East 444.97 feet; thence Southeasterly 23.57 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears North 89°40'29" East and the long chord bears South 45°20'00" East 21.22 feet through a central angle of 90°00'58"); thence South 0°20'29" East 30.00 feet; thence North 89°39'31" East 1.35 feet; thence South 0°20'29" East 30.00 feet; thence Southwesterly 24.74 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears South 0°20'29" East and the long chord bears South 42°24'28" West 22.03 feet through a central angle of 94°30'05") to a point of compound curvature; thence Southeasterly 445.20 feet along the arc of a 458.00 feet radius tangent curve to the left (center bears North 85°09'26" East and the long chord bears South 32°41'24" East 427.88 feet through a central angle of 55°41'40"); thence South 60°32'14" East 110.52 feet; thence Easterly 23.56 feet along the arc of a 15.00 feet radius tangent curve to the left (center bears North 29°27'46" East and the long chord bears North 74°27'43" East 21.21 feet through a central angle of 90°00'06"); thence South 60°32'11" East 60.00 feet; thence Southerly 23.56 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears South 60°32'20" East and the long chord bears South 15°32'17" East 21.21 feet through a central angle of 89°59'54"); thence South 60°32'14" East 523.60 feet; thence Easterly 23.56 feet along the arc of a 15.00 feet radius tangent curve to the left (center bears North 29°27'46" East and the long chord bears North 74°27'46" East 21.21 feet through a central angle of 90°00'00"); thence South 60°32'14" East 60.00 feet; thence Southerly 23.56 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears South 60°32'14" East and the long chord bears South 15°32'14" East 21.21 feet through a central angle of 90°00'00"); thence South 60°32'14" East 78.62 feet; thence Southeasterly 568.67 feet along the arc of a 542.00 feet radius tangent curve to the right (center bears South 29°27'46" West and the long chord bears South 30°28'47" East 542.94 feet through a central angle

of 60°06'53") to the North South Quarter Section line of said Section 3; thence South 0°25'21" East 3.89 feet along said Quarter Section line to said South Quarter Corner and to the Point of Beginning.

PARCEL 6 (EHD EAST):

A parcel of land, situate in the Northeast quarter of Section 3, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in City of Erda, Tooele County, Utah, more particularly described as follows:

Beginning at the found monument representing the North quarter corner of Section 3, Township 3 South, Range 4 West, Salt Lake Base and Meridian, (The Basis of Bearing for this description being North 89°39'26" East 2641.18 feet which is the measured line between the found monuments representing the South quarter corner and Southeast corner of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian), and running thence North 89°39'26" East 2,641.18 feet along the North section line of said Section 3 to the East section line of said Section 3; thence South 00°25'27" East 1,224.43 feet along said West line to the North line of a parcel deeded for 33rd Parkway; thence South 89°38'53" West 2,641.09 feet along said North line; thence South 89°38'56" West 0.12 feet along said North line to the North South running quarter section line of said Section 3; thence North 00°25'21" West 1,224.85 feet along said quarter section line to the point of beginning.

PARCEL 7 (OPEN SPACE):

The non-exclusive right of Entry and Inspection granted under Section 6.a. of that certain Open Space Easement, made and entered into as of Oct 10, 2025, by and between Jessica White, Joel H. Sagers, Kathryn Faudree, Deanna Hillier, Deborah C. S. Smart, and Wayne D. Southwick as trustees of The Geraldine B. Sagers Family Living Trust dated February 5, 2009, and CW Oquirrh Point, LLC, a Utah limited liability company, recorded in the office of the Tooele County Recorder, State of Utah, on Oct 10, 2025 as Entry No. 624911, over the following described parcel of land, to-wit:

A parcel of land, situate in the Northwest quarter of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in City of Erda, Tooele County, Utah, more particularly described as follows:

Beginning at a point on the quarter section line, said point being South 89°39'32" West 2640.84 feet along the quarter section line and North 00°19'32" West 294.21 feet along the quarter section line from the found monument representing the East quarter corner of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian, and running thence South 86°15'13" West 159.59 feet; thence South 89°46'23" West 127.79 feet; thence South 00°19'32" East 270.54 feet to the Northerly line of Erda Way; thence South 89°46'23" West 902.09 feet along Northerly line of said Erda Way and along existing barbed wire fence to an existing barbed wire fence; thence North 00°30'05" West 631.54 feet along said fence; thence South 89°01'30" West 133.69 feet along said fence; thence North 00°14'53" West 678.54 feet along said fence; thence North 89°39'34" East 1323.89 feet to North-South running quarter section line; thence South 00°19'32" East 1030.62 feet along said Section line and to the point of beginning.

PARCEL 8:

A non-exclusive easement and right-of-way for vehicular and pedestrian ingress and egress, appurtenant to Parcel 5-Tract 1, and Parcel 5-Tract 5 described herein, as created by that certain Reciprocal Easement Agreement recorded in the office of the Tooele County Recorder on March 11, 2021 as Entry No. 537760, and by that certain Reciprocal Easement Agreement recorded in the office of the Tooele County Recorder on April 15, 2025 as Entry No. 617134.

Tax Id No.: 01-422-0-0024, 01-422-0-0025, 01-401-0-0009, 01-422-0-0026, 01-401-0-0010, 01-401-0-0011, 01-401-0-0012, 01-422-0-0019, 01-422-0-0020, 01-422-0-0021, 01-422-0-0022 and 01-422-0-0028

EXHIBIT "B"**STATE SPECIFIC PROVISIONS**

In the event of any conflict or inconsistency between the provisions of this Exhibit B and any other provisions in this Security Instrument, the provisions of this Exhibit B shall control.

- B-1. **Obligation Secured.** For purposes of Utah Code Annotated §§ 57-1-32 and 57-1-28, the total indebtedness secured by this Deed of Trust shall include all amounts payable by Trustor hereunder, including any increased rate of interest, any defeasance or prepayment payments or other amounts or obligations, all of which shall constitute "beneficiary's lien on the trust property."
- B-2. **Assignment of Rents.** Article 2 hereof is subject to the Utah Uniform Assignment of Rents Act, Utah Code Annotated, § 57-26-101 et seq. (the "Utah Act"), and in the event of any conflict or inconsistency between the provisions of Article 2 of this Deed of Trust and the provisions of the Utah Act, the provisions of the Utah Act shall control and Beneficiary shall have all rights and remedies available under the Utah Act which rights and remedies shall be cumulative with all rights and remedies hereunder.
- B-3. **Utah Construction Registry.**
 - (a) Subject to Trustor's contest rights set forth in this Deed of Trust or the other Loan Documents, Trustor will pay prior to delinquency all bills for labor and materials incurred in connection with the Project and to prevent the fixing of any lien against any part of the Project, even if it is inferior to this Deed of Trust, for any such bill which may be legally due and payable. Upon Beneficiary's request, Borrower agrees to furnish due proof of such payment to Lender after payment and before delinquency.
 - (b) Trustor shall timely comply with all requirements of Title 38 Chapter 1a of Utah Code Annotated with regard to filings and notices. Trustor shall cause Beneficiary to be named as a person interested in receiving electronic notices of all filings with respect to the Project in the State Construction Registry in accordance with Utah Code Annotated § 38-1a-201. Trustor shall also provide to Beneficiary copies of all preliminary notices or other notices filed by any contractor, subcontractor or supplier with respect to the Project that are included in the State Construction Registry and/or received by Trustor.
 - (c) Trustor represents and warrants to Beneficiary that it or its title insurer has inspected the records of the State Construction Registry and that such inspection reveals no current filings of a preliminary notice or notice of retention filed by any lien claimant (whether a pre-construction lien or a construction lien) except as disclosed to Beneficiary by Trustor in writing or for which the Beneficiary's title insurer has provided affirmative coverage acceptable to Beneficiary. Trustor further represents and warrants that no mechanic's lien claim, notice of lien, lis pendens or similar filing has been filed in the State Construction Registry in any form prior to the date hereof with respect to the Project or recorded against the Project.
 - (d) If Beneficiary or its title insurer determines that a preliminary notice has been filed in the State Construction Registry prior to the time of the recording of this Deed of Trust, Trustor shall provide to Beneficiary written evidence acceptable to Beneficiary and its title insurer that the lien claimant has accepted payment in full for construction services that the claimant furnished pursuant

to Utah Code Annotated § 38-1a-503(2)(b) such that the priority for any pre-construction services lien or a construction services lien dates immediately after the recording of this Deed of Trust.

(e) Trustor shall cooperate with Beneficiary and any title insurer to facilitate the filing of a Notice of Construction Loan, as contemplated by Utah Code Annotated § 38-1a-601 in the State Construction Registry with respect to the financing secured hereby. The notice of construction loan will include the following information: Beneficiary's name, address and telephone number, Trustor's full legal name, the tax parcel identification number for each parcel included in the Project secured hereby, the address of the Project, and the county in which the Project is located.

(f) Intentionally Omitted.

(g) Trustor shall pay and promptly discharge prior to delinquency, at Trustor's cost and expense, all liens, encumbrances and charges upon the Project not permitted by the Loan Documents, or any part thereof or interest therein whether inferior or superior to this Deed of Trust and keep and maintain the same free from the claim of all persons supplying labor, services or materials that will be used in connection with or enter into the construction of any and all buildings now being erected or that hereafter may be erected on the Project regardless of by whom such services, labor or materials may have been contracted, provided, however, that Trustor shall have the right to contest any such claim or lien so long as Trustor previously records a notice of release of lien and substitution of alternate security as contemplated by Utah Code Annotated § 38-1a-804 and otherwise complies with the requirements of Utah Code Annotated § 38-1a-804 to release the Project from such lien or claim. Notwithstanding the foregoing, Trustor may (A) with the prior written consent of Beneficiary, contest the amount of any such lien or claim related to services, labor or materials in accordance with Utah Code Annotated § 38-1a-804(7) without previously recording a notice of release of lien and substitution of alternate security or (B) appropriately bond or reserve (in cash deposited with Beneficiary) for any such lien or claim, as determined in Beneficiary's reasonable discretion.

(h) If Trustor shall fail to remove and discharge any such lien, encumbrance or charge prior to delinquency, or if Trustor shall dispute the amount thereof in contravention of the requirements hereof, then, in addition to any other right or remedy of Beneficiary, Beneficiary may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the release of the Project from the effect of such lien, encumbrance or charge by obtaining a bond in the name of and for the account of Trustor and recording a notice of release of lien and substitution of alternate security in the name of Trustor, each as contemplated by Utah Code Annotated § 38-1a-804 or other applicable law, or otherwise by giving security for such claim. Trustor shall, immediately upon demand therefor by Beneficiary, pay to Beneficiary an amount equal to all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing right to discharge any such lien, encumbrance or charge, including costs of any bond or additional security, together with interest thereon from the date of such expenditure at the default rate set forth in the Note.

B-4. Personal Project. It is the express understanding and intent of the parties that as to any personal Project interests subject to Chapter 9a of the Uniform Commercial Code in effect in the State of Utah (the "UCC"), Beneficiary, upon an Event of Default, may to the extent permitted by applicable law, proceed under the UCC or may proceed as to both real and personal Project interests in accordance with the provisions of this Deed of Trust and its rights and remedies in respect of real Project, and treat both real and personal Project interests as one parcel or package of security as permitted by Utah Code Annotated § 70A-9a-601 or other applicable law, and further may sell any

shares of corporate stock evidencing water rights in accordance with Utah Code Annotated § 57-1-30 or other applicable law.

B-5. Deficiency. Trustor agrees to pay any deficiency, arising from any cause, to which Beneficiary may be entitled after applications of the proceeds of any Trustee's sale, and Beneficiary may commence suit to collect such deficiency in accordance with Utah Code Annotated § 57-1-32 or other applicable law. To the extent Utah Code Annotated § 57-1-32, as now existing or hereafter amended, or any other statute requires that the "fair market value" or "fair value" of the Project be determined as of the foreclosure date in order to enforce a deficiency against Trustor or any other party liable for repayment of the Debt, the term "fair market value" or "fair value" shall include those matters required by law and the additional factors set forth below: (i) the Project shall be valued "as is" and "with all faults" and there shall be no assumption of restoration or refurbishment of Improvements, if any, after the date of the foreclosure; (ii) an offset to the fair market value or fair value of the Project, as determined hereunder, shall be made by deducting from such value the reasonable estimated closing costs related to the sale of the Project, including, but not limited to, brokerage commissions, title policy expenses, tax pro-rations, escrow fees, and other common charges that are incurred by the seller of real Project; and (iii) Trustor shall pay the costs of any appraisals and other expenses incurred in connection with any such determination of fair market value or fair value.

B-6. Reinstatement. If Trustor, Trustor's successor in interest, or any other person having a subordinate lien or encumbrance of record on the Project, reinstates this Deed of Trust and the Loan within three (3) months of the recordation of a notice of default in accordance with Utah Code Annotated § 57-1-31(1), such party shall pay to Beneficiary the reasonable cancellation fee contemplated by Utah Code Annotated § 57-1-31(2), as delivered by Beneficiary, in accordance with its then current policies and procedures, whereupon Trustee shall record a notice of cancellation of the pending sale. Furthermore, in addition to any Trustor payment obligations under this Deed of Trust, Trustor shall pay all costs, fees and expenses incurred by Trustee and Trustee's agents and counsel for accountings and reinstatement quotes as may be required by Utah Code Annotated § 57-1-31.5 and all such costs, fees and expenses shall be secured by this Deed of Trust.

B-7. Notice. Beneficiary hereby requests, pursuant to Utah Code Annotated § 57-1-26(3), a copy of any notice of default and that any notice of sale under any Deed of Trust or mortgage affecting the Project be mailed to it at the address set forth in preamble hereto.

B-8. Project Status. Trustor represents and warrants to Beneficiary that (a) the Project is not used principally for agricultural purposes, and (b) the loan secured by this Deed of Trust was not made primarily for personal, family or household purposes.

B-9. Sale by Beneficiary Pursuant to Power of Sale. In addition to Beneficiary's remedies set forth herein, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause the Project, or any part thereof, to be sold to satisfy the debt owing under the Note, and Trustee shall file such notice for record in each county wherein the Project or some part or parcel thereof is situated. If Beneficiary invokes the power of sale, Trustee and Beneficiary shall take such action regarding notice of sale and shall give such notices to Trustor and to other persons as applicable law may require. After the lapse of such time as may then be required by Utah Code Annotated § 57-1-24 or other applicable law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by Utah Code Annotated § 57-1-25 and § 57-1-26 or other applicable law, Trustee, without demand on Trustor, shall sell such portion of the Project on the date and at the time and place designated in said notice of sale, in such order as Beneficiary may determine (but subject to Trustor's statutory right under Utah

Code Annotated § 57-1-27 to direct the order in which the Project, 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 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 by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than forty-five (45) days beyond the date designated in the notice of sale, notice of the time, date, and place of sale shall be given in the same manner as the original notice of sale as required by Utah Code Annotated § 57-1-27. Trustee shall execute and deliver to the purchaser a deed, in accordance with Utah Code Annotated § 57-1-28, conveying said Project so sold 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. Trustee shall apply the proceeds of the sale in the following order: (i) to the costs and expenses of exercising the power of sale and of the sale, including the payment of Beneficiary's and attorneys' fees actually incurred not to exceed the amount which may be provided for in this Deed of Trust; (ii) to payment of the obligations secured in this Deed of Trust with interest at the applicable rate set forth in the Note; and (iii) to the balance, if any, to the person or persons legally entitled to the proceeds, or Trustee, in the Trustee's discretion, may deposit the balance of the proceeds with the clerk of the district court of the county in which the sale took place, in accordance with Utah Code Annotated § 57-1-29. In the event of exercise of the power of sale, or in the event of a sale under a judicial foreclosure of this Deed of Trust, Trustor agrees to surrender possession of the Project to the purchaser at said sale, immediately after said sale in the event such possession has not previously been surrendered by Trustor. Notwithstanding any other provision set forth herein, Beneficiary's rights and remedies shall be governed by applicable Utah statutes, laws, rules, and regulations, including, without limitation, the Utah Code Annotated, Title 57, Chapter 1, as amended and in effect from time to time.

- B-10. Amendments to Utah Code Annotated. In the event of any amendment to the provisions of Utah Code Annotated Title 57 or other provisions of Utah Code Annotated referenced in this Deed of Trust, this Deed of Trust shall, at the sole election of Beneficiary, be deemed amended to be consistent with such amendments or Beneficiary may elect not to give effect to such deemed amendments hereto if permitted by applicable law.
- B-11. Obligations of Environmental Indemnity. Notwithstanding anything to the contrary set forth herein or any of the Loan Documents, this Deed of Trust shall not secure the obligations evidenced by or arising under any environmental indemnity made by Trustor or any guarantor with respect to the Project.
- B-12. Additional Waivers. Trustor knowingly waives, to the fullest extent permitted by applicable law, the rights, protections and benefits afforded to Trustor under Utah Code Annotated § 78B-6-901 (formerly Utah Code Annotated § 78-37-1) and Utah Code Annotated § 57-1-32 and any successor or replacement statute or any similar laws or benefits.
- B-13. ORAL AGREEMENTS. PURSUANT TO UTAH CODE ANNOTATED SECTION 25-5-4, TRUSTOR IS HEREBY NOTIFIED THAT THE WRITTEN LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY ALLEGED PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENT OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

B-14. Receiver. In addition to any other rights provided for in this Deed of Trust, Beneficiary may appoint a receiver as and when provided in the Utah Uniform Commercial Real Estate Receivership Act, Utah Code Annotated § 78B-21-101 et seq.

B-15. Acceptance by Beneficiary. Beneficiary accepts the trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

B-16. Beneficiary's Fees and Expenses. In no event shall Trustor be required to pay to Beneficiary any fees or compensation in excess of amounts permitted by *Utah Code Annotated* § 57-1-21.5.

B-17. Fixture Filings. This Deed of Trust covers goods which are or are to become fixtures, is effective as a financing statement filed as a fixture filing and is to be filed in the real estate records of Washington County, Utah. The filing of any other financing statement relating to any personal property, rights or interests described herein shall not be construed to diminish any right or priority hereunder. THIS DEED OF TRUST CONSTITUTES A SECURITY AGREEMENT, AND IS FILED AS A FIXTURE FILING, WITH RESPECT TO ANY PORTION OF THE INDIVIDUAL PROPERTY, AS DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF, 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 INDIVIDUAL PROPERTY AND THE PROCEEDS THEREOF. FOR PURPOSES OF THE SECURITY INTEREST OR LIEN CREATED HEREBY, BENEFICIARY IS THE "SECURED PARTY" AND GRANTOR IS THE "DEBTOR." TRUSTOR IS THE RECORD OWNER OF THE INDIVIDUAL PROPERTY. THE ORGANIZATIONAL ID NUMBER FOR THE TRUSTOR IS 14557296-0160.