

INDEXED: _____
 GRANTOR: _____
 GRANTEE: _____
 REDEEMED: _____
 ABSTRACTED: _____
 STAMPED: _____

Entry No. **155754** Book M. 133
 RECORDED 5-14-79 at 3:48 M Page 169-80
 REQUEST of UTAH TITLE & ABSTRACT
 FEE WANDA Y. SENGOS SUMMIT CO. RECORDER
 \$ 18.00 *Wanda Y. Sengos*
 INDEXED _____ ABSTRACT _____

UTAH MORTGAGE

(With Assignment of Rents)

THIS MORTGAGE, made and entered into this 11th day of May, 1979, by S.S.D., INC., whose address is Star Route, Snyderville, Utah, Attention: Paul Anderson (hereinafter referred to as "Mortgagor"), in favor of AMERICAN SAVINGS AND LOAN ASSOCIATION, whose address is 63 South Main Street, Salt Lake City, Utah 84111 (hereinafter referred to as "Mortgagee"),

WITNESSETH:

Mortgagor hereby CONVEYS, WARRANTS, and MORTGAGES unto Mortgagee, its successors and assigns, that certain real property situated in Summit County, State of Utah, and more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, TOGETHER WITH all buildings, improvements, and fixtures, located thereon or appurtenant thereto, and all additions, replacements, and improvements hereafter made thereto or placed therein or thereon; all heating, lighting, water, air conditioning, refrigeration, and other equipment now or hereafter attached to and used in connection therewith; all water and water rights belonging to or used upon or in connection with said real property, however represented, including all shares of stock representing any such water or water rights including particularly those water rights and claims described in Exhibit "A"; all rights-of-way, easements, rents, issues, profits, income, tenements, hereditaments, privileges, and appurtenances thereunto belonging, however evidenced, which are used or enjoyed with said real property or belonging to the same or which hereafter may be acquired and so used or enjoyed, all of which real property, together with the rights and interests in this Paragraph described (hereinafter collectively referred to as the "Property"), shall be deemed to constitute a portion of the security hereby given for the payment of the indebtedness and the performance of the obligations evidenced and secured hereby.

THIS MORTGAGE IS GIVEN FOR THE PURPOSE OF SECURING:

(A) The payment and performance of each and every obligation of Mortgagor evidenced by a Promissory Note of even date herewith in the original sum of THREE MILLION TWO HUNDRED NINETY THOUSAND DOLLARS (\$3,290,000.00), providing for interest on the unpaid balance at the rate set forth therein, maturing on November 1, 1981, made by Mortgagor, and payable to the order of Mortgagee at the times and in the manner set forth in said Note; (B) Any extensions, renewals, or modifications of said Promissory Note or of the obligations evidenced thereby, regardless of the extent of or the subject matter of any such extension, renewal, or modification; (C) The payment and performance of each and every agreement and obligation of

See full Remedy #180986 Bk M190 P-822-5
 See full document
 See #157608. Incorrect document

BOOK # 133 PAGE 169

Mortgagor under this Mortgage and under any other instrument given to further secure the payment and performance of any obligation secured hereby; (D) The payment of such additional loans or advances as may hereafter be made by Mortgagee to Mortgagor, its successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Mortgage; and (E) The payment of all sums expended or advanced by Mortgagee pursuant to the terms hereof and any sums expended or advanced pursuant to the terms of any instrument evidencing or further securing any obligation secured hereby, together with interest thereon as herein and therein provided.

IN CONNECTION WITH THIS MORTGAGE, THE PARTIES AGREE AS FOLLOWS:

1. Warranties of Title and Authority. Mortgagor hereby represents and warrants that it is lawfully seized of indefeasible fee title to the Property, that it has the authority and right to execute and deliver this Mortgage, that it shall defend the title to the Property against all claims and demands whatsoever, that the Property is free and clear of any and all liens, claims, encumbrances, restrictions, encroachments, and interests whatsoever in favor of any third party, and that any and all obligations it may have incurred in connection with the Property are current and without default. Mortgagor hereby releases, waives, and relinquishes all exemptions and homestead rights which may exist with respect to the Property. In the event any Mortgagor hereunder is a partnership or a corporation, each person executing this instrument on behalf of such entity individually and personally represents and warrants that this Mortgage and each other instrument signed in the name of such entity and delivered to evidence or further secure the obligations secured hereby is in all respects binding upon such entity as an act and obligation of said partnership or corporation.

2. Obligations Mandatory. Mortgagor shall promptly pay or cause to be paid to Mortgagee, or order, and shall promptly perform or cause to be performed, each and every payment and obligation on the part of the Mortgagor provided to be paid or performed hereunder or in connection with the obligations evidenced and secured hereby. All of such payments and obligations are mandatory, and Mortgagor's failure to accomplish any of the same shall constitute a default under this Mortgage.

3. Maintenance of Property. Mortgagor agrees: to maintain the Property at all times in good condition and repair; not to commit any waste thereon or remove, damage, or demolish any building, fixture, or improvement thereon; not to cause or permit any building, fixture, or improvement thereon to be removed, damaged, or demolished; to complete promptly and in a good and workmanlike manner any building, fixture, or improvement on the Property which may for any reason be constructed; to restore promptly and in a good and workmanlike manner any building, fixture, or improvement on the Property

which may for any reason be damaged or destroyed; to comply at all times with all laws, ordinances, regulations, covenants, and restrictions in any manner affecting the Property; not to commit or permit any act upon the Property in violation of law; to do all acts which by reason of the character or use of the Property may be reasonably necessary to maintain and care for the same, the specific enumeration herein not excluding the general; and to allow Mortgagee to inspect the Property at all reasonable times during the term hereof.

4. Hazard Insurance Coverage. Mortgagor shall secure and at all times maintain an insurance policy or policies in a form reasonably satisfactory to Mortgagee providing: (a) coverage, in an amount equal to the full insurable value of the Property (as determined by Mortgagee), upon the buildings, fixtures, and improvements now existing or hereafter erected or placed upon the Property, and insuring against the perils of fire, extended coverage, vandalism, and malicious mischief; and (b) coverage against loss of rents and income from the Property which may result from any business interruption caused by fire or other hazards, providing for guaranteed income for a period of not less than six (6) months, and based upon such estimate of annual gross income as Mortgagee may reasonably ascribe to the Property. Mortgagee shall have the right to review the forms, coverages, amounts, and duration of such insurance policies from time to time and to require, upon giving Mortgagor thirty (30) days advance written notice thereof, that the forms, coverages, amounts, or duration of such policies be changed or modified so as to reasonably protect Mortgagee's interest in the Property. Such insurance shall be carried with companies approved by Mortgagee with loss payable clauses in favor of, and in a form acceptable to, Mortgagee. Mortgagor shall deliver to Mortgagee either all original policies evidencing such insurance coverage or certificates duly executed by the insurer(s) evidencing such insurance coverage. In either event, the insurer concerned shall agree that the coverage will not be cancelled or modified unless at least thirty (30) days advance written notice of the proposed cancellation or modification has been given to Mortgagee. In the event of loss, Mortgagor shall give immediate notice to Mortgagee which may, but without any obligation to do so, make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee, instead of to Mortgagor and Mortgagee jointly. The insurance proceeds or any part thereof may be applied by Mortgagee, at its option, to reduce the indebtedness secured hereby (whether or not then due) or to restore or repair the Property damaged. In the event Mortgagor fails to secure and maintain any of the insurance coverage as provided in this Paragraph, Mortgagee may procure such insurance on Mortgagor's behalf, and at Mortgagor's sole cost and expense, in favor of Mortgagee alone. It is hereby acknowledged by Mortgagee that the coverages and amounts of the insurance policies herein provided to be secured and maintained by Mortgagor are for the protection of Mortgagee's interest and that Mortgagor is free to secure, and is urged by Mortgagee to do so, such additional insurance coverage

BOOK # 133 PAGE 171

relating to the Property as Mortgagor may in its sole discretion determine to be advisable.

5. Mortgage Title Insurance. Mortgagor shall secure, pay for, and maintain with Mortgagee until the indebtedness and the obligations secured hereby have been fully paid and performed, a policy of title insurance insuring the lien of this Mortgage. Any such title insurance policy shall be in such form and issued by such company as are acceptable to Mortgagee and shall be in an amount not less than the original principal sum evidenced by the Promissory Note secured hereby.

6. Appearance in Proceedings Affecting Security. Mortgagor shall appear in and defend any action or proceeding purporting to or which might in any way affect the title to the Property or the security hereof (the phrase "the security hereof" when used in this Mortgage shall mean the interest of Mortgagor and Mortgagee in the Property, the rights, powers, duties, covenants, representations, warranties, and authority of Mortgagor and Mortgagee hereunder and under any instrument evidencing or further securing the obligations secured hereby, and the validity, enforceability, and binding effect hereof and of any instrument evidencing or further securing the obligations secured hereby). Should Mortgagee elect to appear in or defend any such action or proceeding, Mortgagor shall pay all costs and expenses (regardless of the particular nature thereof) incurred by Mortgagee in connection therewith, including costs of evidence of title, court costs, and reasonable attorneys' fees.

7. Payments Protecting Against Liens. Mortgagor shall pay, at least ten (10) days before delinquent, all taxes, other assessments, and governmental, municipal, or other charges or impositions levied against or affecting the Property, or which might become a lien thereon, and shall promptly deliver all receipts for such payments to Mortgagee upon request. Mortgagor shall also pay, when due, any and all sums constituting an encumbrance, charge, or lien upon the Property, or any part thereof, which may at any time appear to Mortgagee to be prior or superior to the interest of Mortgagee hereunder.

8. Mortgagee's Performance in Mortgagor's Stead. Should Mortgagor fail to make any payment, to do any act or thing, or to perform any obligation herein provided to be paid, done, or performed, at the time and in the manner herein provided, Mortgagee may, but without any obligation to do so, and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereunder: (a) make, do, pay, or perform the same in such manner and to such extent as Mortgagee may deem reasonably necessary or desirable to protect the security hereof or to protect any other legitimate interest of Mortgagee, Mortgagee for such purposes being authorized to enter upon the Property at all reasonable times and to commence, appear in, or defend any action or proceeding purporting to affect the security hereof; or (b) pay, purchase, contest, or compromise any encumbrance, charge, or lien

which in the sole judgment of Mortgagee appears to be prior or superior to the interest of Mortgagee hereunder. In exercising any of such powers Mortgagee, in its absolute discretion, shall be entitled to incur any liability and expend whatever amounts it may deem necessary or desirable, including costs of evidence of title, court costs, and reasonable attorneys' fees. Mortgagor hereby waives and releases all claims or causes of action which may hereafter arise in its favor against Mortgagee, and covenants and agrees not to make any claim or demand upon Mortgagee, and agrees not to initiate any proceeding against Mortgagee, by reason of any action taken by Mortgagee pursuant to the authority granted in this Paragraph.

9. Repayment of Advances. Mortgagor shall immediately repay to Mortgagee all sums, with interest thereon as hereafter provided, which at any time may be paid or advanced by Mortgagee for the payment of insurance, taxes, other assessments, governmental, municipal, or other charges or impositions, title searches, title reports or abstracts, any obligation secured by a prior lien upon or prior interest in the Property, and any other advances made by Mortgagee which are or appear to be reasonably necessary or desirable, in Mortgagee's sole discretion, to maintain this Mortgage as a prior, valid, and subsisting lien upon the Property, to preserve and protect Mortgagee's or Mortgagor's interest therein or hereunder, or to preserve, repair, or maintain the Property. All such advances shall be wholly optional on the part of Mortgagee, and Mortgagor's obligation to repay the same, with interest, to Mortgagee shall be secured by the lien of this Mortgage. The amount of each such advance shall, for the period during which it remains unpaid and both before and after judgment, bear interest at the rate of eighteen percent (18%) per annum.

10. Application of Awards and Proceeds. Should the Property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or be damaged by fire or earthquake or in any other manner, Mortgagee shall be entitled to all compensation, awards, insurance proceeds, and other payments or relief therefor, and shall be entitled at its option to commence, appear in, and prosecute in its own name any action or proceeding, and to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action, proceeds, or other payments are hereby assigned to Mortgagee which may, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit or before or after judgment), including reasonable attorneys' fees, incurred by it in connection with such compensation, awards, damages, rights of action, proceeds, or other payments, release any and all moneys so received by it or apply the same, or any portion thereof, on any indebtedness (whether or not then due) secured hereby. Mortgagor agrees to execute and deliver to Mortgagee such further assignments of such compensation, awards, damages, rights of action, proceeds, or other payments as Mortgagee may from time to time require.

BOOK 133 PAGE 173

11. Assignment of Rents and Income. As additional security for the obligations secured hereby, Mortgagor hereby assigns to Mortgagee, during the term of this Mortgage, any and all rents, issues, royalties, income, and profits of and from the Property including particularly but not limited to the water rights and claims described in Exhibit "A". Until Mortgagor defaults in the payment of any indebtedness secured hereby, in the performance of any agreement hereunder, or in performance under any other instrument given to evidence or further secure the obligations secured hereby, Mortgagor shall have the right to collect and use all such rents, issues, royalties, income, and profits earned prior to default. Upon any such default Mortgagor's right to collect or use any of such proceeds shall cease and Mortgagee shall have the right, with or without taking possession of the Property, and either in person, by agent, or through a court-appointed receiver (Mortgagor hereby consenting to the appointment of Mortgagee as such receiver), to sue for or otherwise collect all such rents, issues, royalties, income, and profits, including those past due and unpaid. Any sums so collected shall, after the deduction of all costs and expenses of operation and collection (regardless of the particular nature thereof and whether incurred with or without suit or before or after judgment), including reasonable attorneys' fees, be applied toward the payment of the obligations secured hereby. Such right of collection and use of such proceeds by Mortgagee shall obtain both before and after foreclosure of this Mortgage and throughout any period of redemption. The rights granted under this Paragraph shall in no way be dependent upon, and shall apply without regard to, whether the Property is in danger of being lost, removed, or materially injured, or whether the Property or any other security is adequate to discharge the obligations secured by this Mortgage. Mortgagee's failure or discontinuance at any time to collect any of such proceeds shall not in any manner affect the right, power, and authority of Mortgagee thereafter to collect the same. Nothing contained herein, nor Mortgagee's exercise of its right to collect such proceeds, shall be, or be construed to be, an affirmation by Mortgagee of any tenancy, lease, option, or other interest in the Property, or an assumption of liability under, or a subordination of the lien or charge of this Mortgage to, any tenancy, lease, option, or other interest in the Property. All tenants, lessees, and other persons having any obligation to make any payment in connection with the Property or any portion thereof are hereby authorized and directed to pay the rents, issues, royalties, income, and profits payable by them with respect to the Property, or any part thereof, directly to Mortgagee upon the demand of Mortgagee. Mortgagee's receipt of said rents, issues, royalties, income, and profits shall be a good and sufficient discharge of the obligation of the tenant, lessee, or other person concerned to make the payment connected with the amount so received by Mortgagee.

12. No Waiver of Rights by Collection of Proceeds. The entering upon and taking possession of the Property or the collection of rents, issues, royalties, income, profits, proceeds of fire and other insurance policies, or compensation or

awards for any taking or damaging of the Property, or the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder, shall not invalidate any act done pursuant to such notice of default, and shall not operate to postpone or suspend the obligation to make, or have the effect of altering the size of, the regularly scheduled installments provided for in the Promissory Note secured hereby.

13. Application of Payments. If at any time during the term hereof Mortgagee receives or obtains a payment, installment, or sum which is less than the entire amount then due under the Promissory Note secured hereby, under this Mortgage, under all other instruments further evidencing or securing the obligations secured hereby, and under all other instruments and transactions to which Mortgagor and Mortgagee are parties, Mortgagee shall, notwithstanding any instructions which may be given by Mortgagor, have the right to apply such payment, installment, or sum, or any part thereof, to such of the items or obligations then due as Mortgagee may in its sole discretion determine.

14. Tax on Mortgage or Debt. Mortgagor shall pay to Mortgagee the amount of all taxes, assessments, or charges which may be levied by any governmental authority upon this Mortgage or upon the Note or debt secured hereby, or upon Mortgagee by reason of its ownership of this Mortgage, the Note, or the debt secured hereby.

15. Acceleration and Foreclosure. Time is the essence hereof. Upon the occurrence of any default hereunder, the discovery that any representation or warranty contained herein or in any instrument further evidencing or securing the obligations secured hereby was untrue when made, Mortgagee shall have the option, without notice or demand, to declare all sums secured hereby immediately due and payable and to proceed to foreclose this Mortgage. In any such proceeding Mortgagee shall be entitled to recover all costs and expenses (regardless of the particular nature thereof and whether incurred prior to or during such proceeding) incident to the realization of its rights hereunder, including court costs and reasonable attorneys' fees. Mortgagee shall be entitled to possession of the Property during any period of redemption. Mortgagor hereby waives any right it or its successors in interest may have in the event of acceleration or foreclosure: to obtain a partial release of the Property from the lien of this Mortgage by paying less than the entire amount then secured hereby; or to partially redeem the Property by paying less than the amount necessary to effect redemption in toto. If a deficiency remains after proper application of the proceeds of sale of the Property, Mortgagor shall pay the same immediately after determination of the amount thereof. Such deficiency shall, both before and after judgment therefor is entered, bear interest at the rate of eighteen percent (18%) per annum.

BOOK 133 PAGE 175

16. Rights Cumulative and Not Waived. The rights and remedies accorded by this Mortgage shall be in addition to, and not in substitution of, any rights or remedies available under now existing or hereafter arising applicable law. All rights and remedies provided for in this Mortgage or afforded by law or equity are distinct and cumulative and may be exercised concurrently, independently, or successively. The failure on the part of Mortgagee to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver of any default shall not constitute a waiver of any subsequent or other default.

17. Binding on Successors. This Mortgage shall be binding upon and shall inure to the benefit of the respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns of the parties hereto. The term "Mortgagee" as used herein shall mean the owner and holder, including any pledgee or assignee, of the obligations secured hereby.

18. Interpretation. The captions which precede the Paragraphs of this Mortgage are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include all other genders. In the event there is more than one Mortgagor hereunder, the liability of each shall be joint and several. The invalidity or unenforceability of any portion or provision of this Mortgage shall in no way affect the validity or enforceability of the remainder hereof. This Mortgage shall be governed by and construed in accordance with the laws of the State of Utah.

Dated the day and year first above written.

"Mortgagor":

S.S.D., INC., a Utah corporation

By Vern C. Hardman Jr.
Its President

ATTEST

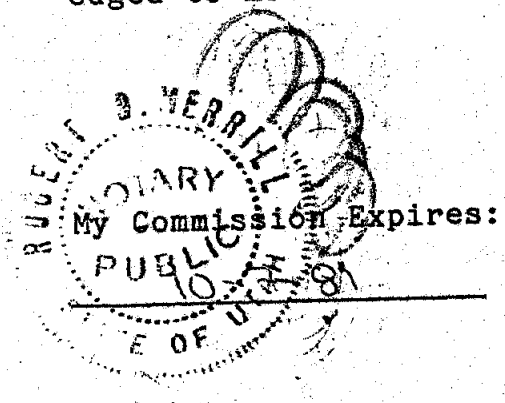
[Signature]

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

On this 11 day of May, 1979, personally appeared before me VERNC. HARDMAN JR. and PAUL R. ANDERSON, who

BOOK 133 PAGE 176

being by me duly sworn, did say that they are the PRESIDENT
and SECRETARY, respectively, of S.S.D., INC.,
a Utah corporation, and that the foregoing instrument was
signed on behalf of said corporation by authority of its By-
laws or a resolution of its Board of Directors, and said
VEN C. HARDMAN, JR. and PAUL R. ANDERSON acknowl-
edged to me that said corporation executed the same.



Paul M. [Signature]
Notary Public
Residing at: SLC, UTAH

BOOK 133 PAGE 177

EXHIBIT "A"

PARCEL A: That portion of the following described parcel lying East of State Highway 224.

BEGINNING at a point 80 rods South from the Northwest Corner of Section 30, Township 1 South, Range 4 East, of the Salt Lake Base & Meridian; and running thence East 3347.7 feet, more or less, to the West line of the Right-of-Way of the Denver & Rio Grande Western Railroad Company; thence South 3°02' East along said line 1320 feet more or less, to the South line of the Northeast Quarter of said Section 30; thence West 777.76 feet, more or less, to the center of said Section 30; thence South 160 rods to the South line of said Section 30; thence West 160 rods to the Southwest Corner of said Section 30; thence North along the Section line 240 rods, more or less, to the point of BEGINNING.

PARCEL B: A strip or a parcel of land, 99 feet in width, being 49.5 feet wide on each side of what was the center line of the main track of the Park City Branch of the Denver & Rio Grande Western Railroad Company, as constructed over and across the West half of the Southeast Quarter of Section 30, and the Northwest Quarter of the Northeast Quarter of Section 31, all in Township 1 South, Range 4 East, Salt Lake Base & Meridian, near Snyderville, in Summit County, State of Utah, said center line of main track intersecting the North line of said West half of the Southeast Quarter of Section 30, at a point about 577.5 feet West from the Northeast Corner thereof and extending thence Southeasterly a distance of about 3974 feet to a point in the South line of said Northwest Quarter of the Northeast Quarter of Section 31, about 313.5 feet West from the Southeast corner thereof; being the same land conveyed by Ephraim Snyder and Susannah Snyder, his wife, to the Utah Central Railroad Company, predecessor in interest to the Denver & Rio Grande Railroad Company, by Deed executed the 28th day of August 1900 and recorded in Book "C" of Deeds at page 430, in the Official Records of Summit County, Utah.

EXCEPTING THEREFROM, the Southerly 2 rods of the above described parcel.

ALSO, EXCEPTING THEREFROM, that portion of the above described parcel lying East of the center line of which was the Main Track of the Park City Branch of the Denver & Rio Grande Western Railroad Company.

PARCEL C: A tract of land in Section 30, Township 1 South, Range 4 East, Salt Lake Base & Meridian, particularly described as follows:

COMMENCING at the Northwest Corner of the Southeast Quarter of said Section 30; thence South 2770.5 feet, more or less, to the South boundary line of Section 30; thence East along said boundary line 904.5 feet, more or less, to a point on said South boundary line of Section 30, which is in the West boundary line of the Right-of-Way of Denver & Rio Grande Western Railroad Company; thence Northerly along said Westerly boundary line of said railroad right-of-way to the North boundary line of the Southeast Quarter of Section 30; thence Westerly along said boundary line 747 feet, more or less, to the place of BEGINNING.

PARCEL D: The following described tract of land in Section 31, Township 1 South, Range 4 East, Salt Lake Base & Meridian, to-wit:

COMMENCING at a point on the North boundary line of said Section 31, where said boundary line is intersected by the West line of the right-of-way of the Denver & Rio Grande Western Railroad Company; thence Southerly along the West line of said Railroad Right-of-Way 80 rods, more or less, to the County Road; thence West 2 rods; thence Northerly parallel with said Railroad Right-of-Way and 2 rods distant therefrom 80 rods, more or less, to the North boundary of said Section 31, thence East 2 rods to the place of COMMENCEMENT.

EXCEPTING THEREFROM the Southerly 2 rods of the above described parcel.

PARCEL E: BEGINNING at the North Quarter Corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base & Meridian; and running thence South $26 \frac{2}{3}$ rods; thence West 70 rods, more or less, to the East boundary line of State Highway 224; thence North along said East boundary $26 \frac{2}{3}$ rods to the North line of said Section 31; thence East 70 rods, more or less, to the point of BEGINNING.

The above described property is also described as follows:

BEGINNING at a point on the Easterly right-of-way line of State Highway U-224 and also South 352.78 feet and East 1469.52 feet from the Southwest corner of Section 30, Township 1 South, Range 4 East, Salt Lake Base & Meridian and running thence East 35 feet to a point on a 315 foot radius curve to the left, the radius point of which bears North 315 feet; thence Northeasterly along the arc of said curve 346.36 feet to a point of tangency, thence North $27^{\circ}00'00''$ East 190.44 feet to a point on a 745 foot radius curve to the right, the radius point of which bears South $63^{\circ}00'$ East 745 feet; thence Northeasterly

BOOK 133 PAGE 179

along the arc of said curve 494.10 feet to a point on a 757.56 foot radius reverse curve, the radius point of which bears North 63°00' West 757.56 feet; thence Northeasterly along the arc of said curve 53.52 feet to a point of tangency; thence South 25°00' East 58.76 feet to a point on a 265 foot radius curve to the left the radius point of which bears North 65°00' East 265 feet; thence Southeasterly along the arc of said curve 494.89 feet to a point of tangency; thence North 48°00' East 94.95 feet; thence South 239.84 feet; thence North 89°15' 54" East 729.18 feet to a point on a fence line; thence South 3°10' East 1293.40 feet along said fence line to a fence corner, thence South 89°21'18" East 130.93 feet along said fence to a fence corner; thence North 3°10' West 1293.40 feet along said fence line to a fence corner; thence North 89°51'44" West 99.11 feet along said fence line to a fence corner; thence North 3°05' West 1289.25 feet along said fence line to a fence corner; thence South 89°22' West 924.37 feet along said fence line to a fence corner; thence North 89°03' West 1435.18 feet along said fence line to a fence corner, said point also being on a fence line which runs along the Easterly right of way line of said State Highway U-224; thence along said fence line and right-of-way as follows: South 15°21'23" West 302.70 feet to a point on a 2925 foot radius curve to the left, the radius point of which bears South 74°38'37" East 2925 feet; thence Southeasterly along the arc of said curve 1718.62 feet to a point of tangency; thence South 18°18'30" East 1463.69 feet to a point on a 1679.01 foot radius curve to the right, the radius point of which bears South 71°40'30" West 1679.01 feet; thence Southeasterly along the arc of said curve 577.35 feet to a point of tangency; thence South 1°23'35" West 166.42 feet; thence South 0°05'32" West 248.82 feet to the point of beginning.

CONTAINS 226.1844 acres.

TOGETHER with the following Utah State Water Rights:
Water Right No.

- 411 Weber River Decree
- 412 Weber River Decree
- 416 Weber River Decree