

FILED  
2015 APR 29 PM 4:01  
CLERK  
U.S. DISTRICT  
COURT

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*Attorneys for Court-Appointed Receiver R. Wayne Klein*

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH  
CENTRAL DIVISION

R. WAYNE KLEIN, as Receiver of National  
Note of Utah, LC *et al.*,

Plaintiff,  
v.

LARRY L. ADAMS, *et al.*,

Defendant.

**DEFAULT JUDGMENT**

Civil No. 2:14-cv-00614

The Honorable Bruce S. Jenkins

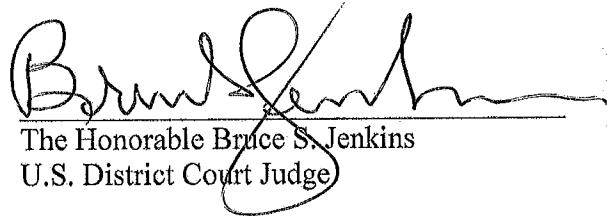
Pursuant to Fed. R. Civ. P. 55, the Clerk of the Court has certified that (1) Defendant Jane Lash ("Defendant") was properly served with process in this action; (2) Defendant has failed to appear, plead, answer, or otherwise respond in this action; and (3) the time allowed by law for Defendant to plead, answer, or otherwise respond in this action has expired.

Accordingly, judgment by default is appropriate against Defendant in favor of Plaintiff. Thus, based on applicable law, the record in this case, and for good cause shown, the Court hereby **DECLARES** that the three Assignments of Beneficial Interest in Trust Deed For Security

dated June 8, 2007, June 3, 2008, and June 3, 2008, attached hereto as Exhibit 1, are void, invalid, and of no legal effect.

Dated this 28<sup>th</sup> day of April, 2015.

BY THE COURT:

  
The Honorable Bruce S. Jenkins  
U.S. District Court Judge

# **Exhibit 1**

When recorded, return to:  
National Note of Utah  
1349 West 7800 South  
West Jordan, UT 84088  
RE: APS Jane Lash

10463788  
6/3/2008 3:48:00 PM \$21.00  
Book: 9613 Pg - 5078-3681  
Gary W. Ott  
Recorder, Salt Lake County, UT  
NATIONAL NOTE OF UTAH LC  
BY: eCASH, DEPUTY - EF 4 P.

**ASSIGNMENT OF BENEFICIAL INTEREST IN TRUST DEED  
FOR SECURITY**

For value received, and to secure the payment of the indebtedness described below, the undersigned Assignor, National Note of Utah, L.C., hereby assigns to the Assignee(s), Americana Pension Services, Inc./FUB Jane Lash, an undivided \$38,100.00 of Assignor's right, title and interest in and to the beneficial interest in that certain Trust Deed dated January 27, 2006, between Vision Land, LLC, A Utah Limited Liability Company, as Trustor(s), in favor of Cottonwood Title Insurance Agency, Inc., as Trustee, for the benefit of National Note of Utah, LC, as Beneficiary, recorded February 1, 2006, as Entry No. 9626476, in Book 9250, at Page 7258-7264, in the official records of the Recorder of Salt Lake County, State of Utah against the following described real property in Salt Lake County, State of Utah:

See attached Exhibit "A"

Parcel No. 28-12-178-022, 28-12-178-024, 28-12-178-025, 28-12-178-007, 28-12-326-001

Assignor hereby represents the following to Assignee(s):

1. The Assignor has duly performed all of the conditions imposed on Assignor under said Trust Deed and the related Trust Deed Note.
2. The Trust Deed is now in full force and effect, and the unpaid balance owing on the Trust Deed Note secured by the Trust Deed is \$717,624.30 as of May 1, 2008.
3. The Trust Deed is assignable.

This assignment is given for the purpose of securing payment of the indebtedness evidenced by a Promissory Note dated May 1, 2008, in the principle sum of \$38,018.02 in which Assignor is the maker, payable to the order of Assignee, at the times and in the manner and with interest as therein set forth.

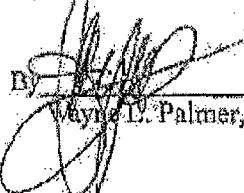
As long as there is no default in the obligations of Assignor to Assignee in the Promissory Note from Assignor to Assignee, Assignor shall continue to collect all payments paid under the Trust Deed Note secured by the Trust Deed hereby assigned and shall have the right to enforce all remedies against the Trustors as makers of the Trust Deed Note if there is a default under the Trust Deed and/or the Trust Deed Note.

If there is any default in the payments due from Assignor to Assignee under the Promissory Note between them, and the default continues for more than sixty (60) days after written notice of said default from Assignee to Assignor, then Assignee shall have the right to give notice directly to the Trustor(s) under the Trust Deed, as makers of the Trust Deed Note secured by the Trust Deed, to thereafter make all payments [or a proportionate amount of the payments if this is an assignment of a partial interest] under the Trust Deed Note directly to Assignee until the payment default in the Promissory Note between Assignor and Assignee is fully and completely cured, including but not limited to the payment of all attorneys fees and costs incurred by Assignee in giving notice of default, directing Trustors to make payments directly to Assignee and otherwise enforcing the rights of Assignee against Assignor under the Trust Deed and Trust Deed Note.

In addition to having the right to collect payments directly from the Trustors in the event of an uncured default under the Promissory Note between Assignor and Assignee as herein provided, if the Trustors default under the Trust Deed and/or the Trust Deed Note during the time of the uncured default between Assignor and Assignee, Assignee shall have the right to direct the Trustee to undertake foreclosure and all other available legal and equitable proceedings under the Trust Deed, for the benefit of Assignee, and, if Assignee deems such action advisable, to substitute a new Trustee under the Trust Deed to take such actions.

Dated June 3, 2008

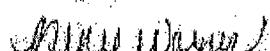
NATIONAL NOTE OF UTAH, L.C.

  
By \_\_\_\_\_  
Wayne L. Palmer, Manager

STATE OF UTAH )  
ss  
COUNTY OF SALT LAKE )

On the 3rd day of June, 2008, personally appeared before me Wayne L. Palmer, the Manager of National Note of Utah, L.C., a Utah limited liability company, the signer of the foregoing instrument, who being by me duly sworn, acknowledged to me that he executed the same for and on behalf of said limited liability company.

SEAL:

  
Notary Public

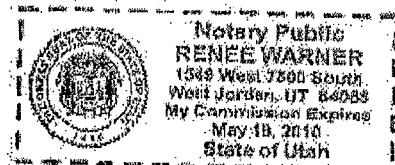


EXHIBIT A

PARCEL 1:

Beginning at a point which is East 1418.66 feet and South 54.88 feet from the West quarter corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 6°10' East 220.73 feet; thence South 82°39'40" East 103.32 feet; thence South 6°10' West 198.15 feet; thence South 83°22' West 105.93 feet to the point of beginning.

LESS AND EXCEPTING the following described property:

Beginning at a point which is East 1418.66 feet and South 54.88 feet from the West quarter corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 6°10' East 55.8 feet; thence East 105.25 feet; thence South 6°10' West 42.65 feet; thence South 83°22' West 105.93 feet to beginning;

LESS AND EXCEPTING THEREFROM any and all outstanding oil and gas, mining and mineral rights, minerals and ores situated in, upon, or under the above described tract of land.

Parcel Number 28-12-178-007 (for reference purposes only)

PARCEL 2:

Beginning at a point which is East 1418.66 feet and South 54.88 feet from the West quarter corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running thence North 6°10' East 55.8 feet; thence East 105.25 feet; thence South 6°10' West 42.65 feet; thence South 83°22' West 105.93 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM any and all outstanding oil and gas, mining and mineral rights, minerals and ores situated in, upon, or under the above described tract of land.

Parcel Number 28-12-326-001 (for reference purposes only)

PARCEL 3:

Beginning at the Southeast corner of Lot 22 of Little Cottonwood Subdivision, recorded as Entry No. 3157447 in Book 78-B at Page 235 in the office of the Salt Lake Recorder, said point being East 516.21 feet and North 249.21 feet from the Street Monument located in Alta Ridge Circle and Quiet Ridge Circle, said monument being North 89°50'31" East 792.36 feet and South 320.93 feet from the West quarter corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 88°43'00" West 20.04 feet; thence North 01°31'34" West 150.05 feet; thence South 95°49'06" East 34.64 feet; thence South 04°07'26" West 146.71 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM any and all outstanding oil and gas, mining and mineral rights, minerals and ores situated in, upon, or under the above described tract of land as to the extent previously reserved in conveyance documents prior to Grantor's ownership.

Parcel Number 28-12-178-003 (for reference purposes only)

PARCEL 4:

Beginning at the Southwest corner of Lot 10 of Mountain Valley Subdivision, recorded as Entry No. 33203350 in Book 7B-11 at Page 319 in the office of the Salt Lake Recorder, said point being East 521.72 feet and North 322.70 feet from the Street Monument located in Alta Ridge Circle and Quiet Ridge Circle, said monument being North 89°50'31" East 792.36 feet and South 320.08 feet from the West quarter corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 01°07'26" East 70.02 feet; thence South 85°49'06" East 112.34 feet; thence South 06°09'16" West 51.67 feet; thence South 89°49'47" West 110.47 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM any and all outstanding oil and gas, mining and mineral rights, minerals and ores situated in, upon, or under the above described tract of land as to the extent previously reserved in conveyance documents prior to Grantor's ownership.

Parcel Number 28-12-178-006 (for reference purposes only)

PARCEL 5:

Beginning at the Southwest corner of Lot 10, Mountain Valley Subdivision, according to the official plat thereof on file with the office of the Salt Lake County Recorder, said point of beginning being reported on said plat to be North 89°50'31" East along the quarter-section line 1314.08 feet from the West quarter corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian; thence along the South line of said Lot 10, and its extension, North 89°50'31" East 113.47 feet; thence South 6°10'00" West 99.27 feet, more or less, to the center line of Little Cottonwood Creek Road; thence South 86°43'00" West 107.25 feet along the center line of Little Cottonwood Creek Road; thence North 00°00'00" East 45.63 feet to the most Southerly and Easterly corner of Lot 22, Little Cottonwood, a subdivision, according to the official plat thereof on file with the office of the Salt Lake County Recorder; thence along the East line of said Lot 22, North 4°08'10" East 59.15 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM any and all outstanding oil and gas, mining and mineral rights, minerals and ores situated in, upon, or under the above described tract of land as to the extent previously reserved in conveyance documents prior to Grantor's ownership.

LESS AND EXCEPTING THEREFROM any portion lying within the bounds of Little Cottonwood Road.

Parcel Number 28-12-326-003 (for reference purposes only)

When recorded, return to:  
National Note of Utah  
1549 West 7800 South  
West Jordan, UT 84088  
RE: APS Jane Lash

10443805  
03/2008 3:50:00 PM \$21.00  
Book - 9613 Pg - 5628-5631  
Gary W. Orr  
Recorder, Salt Lake County, UT  
NATIONAL NOTE OF UTAH LC  
BY: ecASH, DEPUTY - EF-A P.

**ASSIGNMENT OF BENEFICIAL INTEREST IN TRUST DEED  
FOR SECURITY**

For value received, and to secure the payment of the indebtedness described below, the undersigned Assignor, National Note of Utah, L.C., hereby assigns to the Assignee(s), American Pension Services, Inc./TUB Jane Lash, an undivided \$23,600.00 of Assignor's right, title and interest in and to the beneficial interest in that certain Trust Deed dated January 27, 2006, between Vision Land, LLC, A Utah Limited Liability Company, as Trustor(s), in favor of Cottonwood Title Insurance Agency, Inc., as Trustee, for the benefit of National Note of Utah, L.C., as Beneficiary, recorded February 1, 2006, as Entry No. 9626476, in Book 9250, at Page 7258-7264, in the official records of the Recorder of Salt Lake County, State of Utah against the following described real property in Salt Lake County, State of Utah:

See attached Exhibit "A"

Parcel No. 28-12-178-022, 28-12-178-024, 28-12-178-025, 28-12-178-007, 28-12-326-001

Assignor hereby represents the following to Assignee(s):

1. The Assignor has duly performed all of the conditions imposed on Assignor under said Trust Deed and the related Trust Deed Note.
2. The Trust Deed is now in full force and effect, and the unpaid balance owing on the Trust Deed Note secured by the Trust Deed is \$717,824.30 as of May 1, 2008.
3. The Trust Deed is assignable.

This assignment is given for the purpose of securing payment of the indebtedness evidenced by a Promissory Note dated May 1, 2008, in the principle sum of \$23,542.24 in which Assignor is the maker, payable to the order of Assignee, at the times and in the manner and with interest as therein set forth.

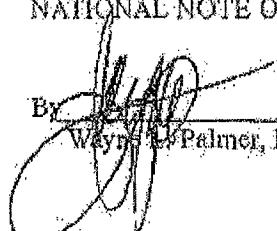
As long as there is no default in the obligations of Assignor to Assignee in the Promissory Note from Assignor to Assignee, Assignor shall continue to collect all payments paid under the Trust Deed Note secured by the Trust Deed hereby assigned and shall have the right to enforce all remedies against the Trustors as makers of the Trust Deed Note if there is a default under the Trust Deed and/or the Trust Deed Note.

If there is any default in the payments due from Assignor to Assignee under the Promissory Note between them, and the default continues for more than sixty (60) days after written notice of said default from Assignee to Assignor, then Assignee shall have the right to give notice directly to the Trustor(s) under the Trust Deed, as makers of the Trust Deed Note secured by the Trust Deed, to thereafter make all payments [or a proportionate amount of the payments if this is an assignment of a partial interest] under the Trust Deed Note directly to Assignee until the payment default in the Promissory Note between Assignor and Assignee is fully and completely cured, including but not limited to the payment of all attorneys fees and costs incurred by Assignee in giving notice of default, directing Trustors to make payments directly to Assignee and otherwise enforcing the rights of Assignee against Assignor under the Trust Deed and Trust Deed Note.

In addition to having the right to collect payments directly from the Trustors in the event of an uncured default under the Promissory Note between Assignor and Assignee as herein provided, if the Trustors default under the Trust Deed and/or the Trust Deed Note during the time of the uncured default between Assignor and Assignee, Assignee shall have the right to direct the Trustee to undertake foreclosure and all other available legal and equitable proceedings under the Trust Deed, for the benefit of Assignee, and, if Assignee deems such action advisable, to substitute a new Trustee under the Trust Deed to take such actions.

Dated June 3, 2008.

NATIONAL NOTE OF UTAH, L.C.

By   
Wayne L. Palmer, Manager

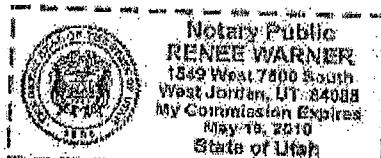
STATE OF UTAH. )  
ss

COUNTY OF SALT LAKE. )

On the 3<sup>rd</sup> day of June, 2008, personally appeared before me Wayne L. Palmer, the Manager of National Note of Utah, L.C., a Utah limited liability company, the signer of the foregoing instrument, who being by me duly sworn, acknowledged to me that he executed the same for and on behalf of said limited liability company.

SEAL:

  
Notary Public



## EXHIBIT A

### PARCEL 1:

Beginning at a point which is East 1418.66 feet and South 54.88 feet from the West quarter corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 6°10' East 223.73 feet; thence South 82°39'40" East 103.52 feet; thence South 6°10' West 198.15 feet; thence South 83°22' West 105.93 feet to the point of beginning.

LESS AND EXCEPTING the following described property:

Beginning at a point which is East 1418.66 feet and South 54.88 feet from the West quarter corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 6°10' East 55.8 feet; thence East 105.25 feet; thence South 6°10' West 42.55 feet; thence South 83°22' West 105.93 feet to beginning.

LESS AND EXCEPTING THEREFROM any and all outstanding oil and gas, mining and mineral rights, minerals and ores situated in, upon, or under the above described tract of land.

Parcel Number 28-12-178-007 (for reference purposes only)

### PARCEL 2:

Beginning at a point which is East 1418.66 feet and South 54.88 feet from the West quarter corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running thence North 6°10' East 55.8 feet; thence East 105.25 feet; thence South 6°10' West 42.55 feet; thence South 83°22' West 105.93 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM any and all outstanding oil and gas, mining and mineral rights, minerals and ores situated in, upon, or under the above described tract of land.

Parcel Number 28-12-326-001 (for reference purposes only)

### PARCEL 3:

Beginning at the Southeast corner of Lot 22 of Alta Cottonwood Subdivision, recorded as Entry No. 3167447 in Book 78-8 at Page 235 in the office of the Salt Lake Recorder, said point being East 516.21 feet and North 246.21 feet from the Street Monument located in Alta Ridge Circle and Gulet Ridge Circle, said monument being North 89°50'31" East 792.36 feet and South 320.98 feet from the West quarter corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 86°43'00" West 20.04 feet; thence North 01°31'34" West 160.05 feet; thence South 85°49'06" East 34.64 feet; thence South 04°07'26" West 146.71 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM any and all outstanding oil and gas, mining and mineral rights, minerals and ores situated in, upon, or under the above described tract of land as to the extent previously reserved in conveyance documents prior to Grantor's ownership.

Parcel Number 28-12-178-003 (for reference purposes only)

**PARCEL 4:**

Beginning at the Southwest corner of Lot 10 of Mountain Valley Subdivision, recorded as Entry No. 33203350 in Book 78-11 at Page 319 in the office of the Salt Lake Recorder, said point being East 521.72 feet and North 322.70 feet from the Street Monument located in Alta Ridge Circle and Quiet Ridge Circle, said monument being North 89°50'31" East 792.36 feet and South 320.98 feet from the West quarter corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 04°07'20" East 70.02 feet; thence South 85°49'00" East 112.34 feet; thence South 06°09'16" West 61.67 feet; thence South 89°49'47" West 110.47 feet to the point of beginning.

**LESS AND EXCEPTING THEREFROM** any and all outstanding oil and gas, mining and mineral rights, minerals and ores situated in, upon, or under the above described tract of land as to the extent previously reserved in conveyance documents prior to Grantor's ownership.

Parcel Number 28-12-178-006 (for reference purposes only)

**PARCEL 5:**

Beginning at the Southwest corner of Lot 10, Mountain Valley Subdivision, according to the official plat thereof on file with the office of the Salt Lake County Recorder, said point of beginning being reported on said plat to be North 89°50'31" East along the quarter-section line 1314.08 feet from the West quarter corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian; thence along the South line of said Lot 10, and its extension, North 89°50'31" East 113.47 feet; thence South 6°10'00" West 88.27 feet, more or less, to the center line of Little Cottonwood Creek Road; thence South 86°43'00" West 107.25 feet along the center line of Little Cottonwood Creek Road; thence North 09°00'00" East 45.53 feet to the most Southerly and Easterly corner of Lot 22, Little Cottonwood, a subdivision, according to the official plat thereof on file with the office of the Salt Lake County Recorder; thence along the East line of said Lot 22, North 4°08'10" East 59.15 feet to the point of beginning.

**LESS AND EXCEPTING THEREFROM** any and all outstanding oil and gas, mining and mineral rights, minerals and ores situated in, upon, or under the above described tract of land as to the extent previously reserved in conveyance documents prior to Grantor's ownership.

**LESS AND EXCEPTING THEREFROM** any portion lying within the bounds of Little Cottonwood Road.

Parcel Number 28-12-328-003 (for reference purposes only)

ENT 84794:2007 PG 1 of 3  
RANDALL A COVINGTON  
UTAH COUNTY RECORDER  
2007 JUN 08 4:45 PM FEE 16.00 BY OR  
RECORDED FOR NATIONAL NOTE OF UTAH, LC  
ELECTRONICALLY RECORDED

When recorded, return to:  
Jane Lash & Adrienne Perry  
2006 South Holly Stra  
Tucson, AZ 85713-4128

**ASSIGNMENT OF BENEFICIAL INTEREST IN TRUST DEED  
FOR SECURITY**

For value received, and to secure the payment of the indebtedness described below, the undersigned Assignor, National Note of Utah, L.C., hereby assigns to the Assignee(s), Jane Lash & Adrienne Perry, an undivided \$20,000.00 of Assignor's right, title and interest in and to the beneficial interest in that certain Trust Deed dated October 24, 2006, between Homeland Funding Corp., as Trustor(s), in favor of Security Title and Abstract Company, as Trustee, for the benefit of National Note of Utah, L.C., as Beneficiary, recorded November 24, 2006, as Entry No. 157928/2006, in the official records of the Recorder of Utah County, State of Utah against the following described real property in Utah County, State of Utah:

See Attached Exhibit "A"

Assignor hereby represents the following to Assignee(s):

1. The Assignor has duly performed all of the conditions imposed on Assignor under said Trust Deed and the related Trust Deed Note.
2. The Trust Deed is now in full force and effect, and the unpaid balance owing on the Trust Deed Note secured by the Trust Deed is \$1,235,000.00 as of May 1, 2007.
3. The Trust Deed is assignable.

This assignment is given for the purpose of securing payment of the indebtedness evidenced by a Promissory Note dated May 31, 2007, in the principle sum of \$20,000.00 in which Assignor is the maker, payable to the order of Assignee, at the times and in the manner and with interest as therein set forth.

As long as there is no default in the obligations of Assignor to Assignee in the Promissory Note from Assignor to Assignee, Assignor shall continue to collect all payments paid under the Trust Deed Note secured by the Trust Deed hereby assigned and shall have the right to enforce all remedies against the Trustors as makers of the Trust Deed Note if there is a default under the Trust Deed and/or the Trust Deed Note.

If there is any default in the payments due from Assignor to Assignee under the Promissory Note between them, and the default continues for more than sixty (60) days after written notice of said default from Assignee to Assignor, then Assignee shall have the right to give notice directly to the Trustor(s) under the Trust Deed, as makers of the Trust Deed Note secured by the Trust Deed, to thereafter make all payments [or a proportionate amount of the

EFT 84794:2007 PG 2 of 3

payments if this is an assignment of a partial interest) under the Trust Deed Note directly to Assignee until the payment default in the Promissory Note between Assignor and Assignee is fully and completely cured, including but not limited to the payment of all attorneys fees and costs incurred by Assignee in giving notice of default, directing Trustees to make payments directly to Assignee and otherwise enforcing the rights of Assignee against Assignor under the Trust Deed and Trust Deed Note.

In addition to having the right to collect payments directly from the Trustees in the event of an uncured default under the Promissory Note between Assignor and Assignee as herein provided, if the Trustees default under the Trust Deed and/or the Trust Deed Note during the time of the uncured default between Assignor and Assignee, Assignee shall have the right to direct the Trustees to undertake foreclosure and all other available legal and equitable proceedings under the Trust Deed, for the benefit of Assignee, and, if Assignee deems such action advisable, to substitute a new Trustee under the Trust Deed to take such actions.

Dated June 8<sup>th</sup>, 2007.

NATIONAL NOTE OF UTAH, L.C.

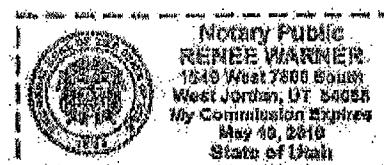
By \_\_\_\_\_  
Wayne L. Palmer, Manager

STATE OF UTAH )  
ss  
COUNTY OF SALT LAKE )

On the 8<sup>th</sup> day of June, 2007, personally appeared before me Wayne L. Palmer, the Manager of National Note of Utah, L.C., a Utah limited liability company, the signer of the foregoing instrument, who being by me duly sworn, acknowledged to me that he executed the same for and on behalf of said limited liability company.

SEAL:

Renee Warner  
Notary Public



ENT 84794:2007 PG 3 of 3

Exhibit A  
Legal Descriptions

PARCEL 1:

The East Half of the Southwest Quarter and the East 66 feet of Section 32, commencing from the South Quarter Corner of Section 32, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence North 89° 35' 52" West 1343.07 feet; thence North 89° 35' 52" West 66 feet; thence North 0° 35' 15" East 1331.99 feet; thence South 89° 33' 19" East 66 feet; thence North 0° 35' 15" East 1331.94 feet; thence South 89° 30' 45" East 1338.48 feet; thence South 0° 25' 28" West 1330.94 feet; thence South 0° 25' 28" West 1330.94 feet to the point of beginning.

PARCEL 2:

Commencing North 10 feet and East 1101.71 feet from the West Quarter Corner of Section 32, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence North 0° 37' 59" West 512.5 feet; thence North 0° 35' 28" East 1369.5 feet; thence East 210 feet; thence South 1082 feet; thence West 218.47 feet to the point of beginning.

Less any portion within or North of the State Road Right-of-Way.

PARCEL 3:

Commencing at the Southwest Corner of said Section 32, Township 6 South, Range 2 West, Salt Lake Base and Meridian, Utah County, State of Utah, and running thence South 89° 39' 50" East along the South line of said Section 32, 1277.03 feet to the point of beginning of the parcel of land hereinafter described;

thence North 30° 35' 18" East 66 feet West of and parallel to the North - South 1/16th Line of the Southwest Quarter of said Section 32, 1331.81 feet; thence North 89° 33' 15" West 52.00 feet to the centerline of Camp Floyd Cemetery Road; thence South 02° 22' 00" West along said centerline 362.55 feet; thence South 00° 16' 10" West along said centerline 120.00 feet; thence South 01° 29' 00" West along said centerline 550.00 feet; thence South 89° 35' 50" East along the South line of said Section 32, 38.00 feet to the point of beginning.