

When recorded mail to:
J. Tayler Fox
DURHAM JONES & PINEGAR
111 South Main Street, Suite 2400
Salt Lake City, Utah 84111

TAX ID: 01-056-0003, 0002 & 0001

DEED IN LIEU OF FORECLOSURE

In consideration for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, **The Water Doctor Specialist, LLC (a/k/a The Water Doctor Specialists, LLC)** ("**Grantor**") a Utah limited liability company, hereby transfers and conveys to **Crooked Creek, LLC ("Grantee")** a Utah limited liability company, the real property located in Davis County, State of Utah as described in **Exhibit A**.

Grantor states that Grantee may take complete possession of the Property immediately.

This deed is in lieu of foreclosure and satisfies the Deed of Trust from Grantor in favor of Crooked Creek, LLC dated July 25, 2018, and recorded in the Office of the Recorder of Davis County on July 26, 2018, as Entry No. 3107049, Book 7064, Page 82-93 ("**Trust Deed**"). Grantor and Grantee intend and agree that the foregoing transfer and conveyance is wholly voluntary and absolute, and that Grantor is acting under no coercion or duress, and that this transfer is not a conveyance as security for a debt, and includes all of Grantor's interest and rights in and to the Property, including any equitable right to redemption, and will constitute full satisfaction and discharge of the Grantor's obligation as identified in that Secured Promissory Note ("**Note**") dated July 25, 2018, the current unpaid principal balance of which is \$612,362.21. Grantee will not seek a judgement or other personal liability against Grantor for any deficiency of payment that may remain outstanding under the Note. Grantor and Grantee further represent and acknowledge that there is no agreement to allow Grantor to retain any interest or occupancy right in the Property, to share in the

proceeds of a later sale, or for any other continuing interest or right in and to the Property. There are no other parties with unrecorded rights in the Property under any contracts, leases, or option agreements.

Grantor and Grantee also intend and agree that the interest transferred and conveyed herein shall remain separate and distinct from the Trust Deed interests of the Grantee, and there shall be no merger of title as a result of the giving of this deed. Grantee retains the right to foreclose its Trust Deed on the Property, but will not seek any deficiency against the Grantor.

Grantor and Grantee acknowledge and agree that the delivery of the deed will not be accepted by the Grantee until Grantee shall record this deed in the Office of the Recorder of Davis County, Utah.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement is executed on
February ____, 2020.

GRANTOR

THE WATER DOCTOR SPECIALIST, LLC
(a/k/a The Water Doctor Specialists, LLC)
A Utah limited liability company

By: D L Bruno
Its: owner

STATE OF UTAH)
)SS:
COUNTY OF DAVIS)

Before me, a Notary Public in and for said County and State, personally appeared Dennis Bruno, on behalf of Grantor, who acknowledged the execution of the foregoing Deed, and who, having been duly sworn, stated that any representations contained therein are true.

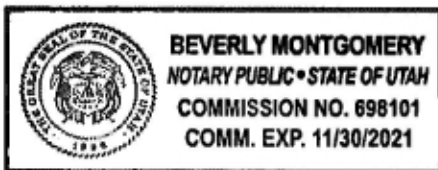
WITNESS my hand and Notarial Seal this 12 day of February 2020.

My Commission Expires: 11/30/2021

Beverly Montgomery
Notary Public

Residing in Davis County

Beverly Montgomery
Printed



IN WITNESS WHEREOF, the parties hereto have caused this Agreement is executed on
February __, 2020.

GRANTEE

CROOKED CREEK, LLC
A Utah limited liability company

By: Ralph A Cook
Its: President

STATE OF UTAH)
)SS:
COUNTY OF DAVIS)

Before me, a Notary Public in and for said County and State, personally appeared Ralph Cook, on behalf of Grantor, who acknowledged the execution of the foregoing Deed, and who, having been duly sworn, stated that any representations contained therein are true.

WITNESS my hand and Notarial Seal this 12 day of February 2020.

My Commission Expires: 11/30/2021

Beverly Montgomery
Notary Public

Residing in DAVIS County

Beverly Montgomery
Printed

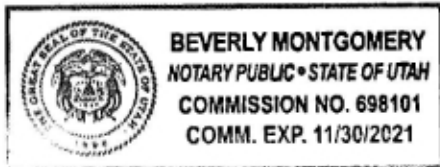


EXHIBIT A

Legal Description of the Property

That certain real property located in the Davis County, State of Utah, and more particularly described as follows:

Parcel 1:

All of Lot 18, Block 2, AMENDED PLAT OF IRFRED PARK SUBDIVISION, Bountiful City, Davis County, Utah, according to the official plat thereof.

Parcel 2:

Beginning at the Northwest corner of Lot 18, Block 2, AMENDED PLAT OF IRFRED PARK SUBDIVISION, a subdivision of part of the Northeast Quarter of Section 1, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and running thence South 89°13'15" West 93.50 feet to the East line of U.S. Highway 91; thence South 29°22'20" West 110.00 feet along said highway; thence North 89°13'15" East 148.20 feet to the West line of Lot 18 of said subdivision; thence North 0°27' West 95.11 feet along said West line to the point of beginning.

Parcel 3:

Beginning at a point South 0°27' East 95.11 feet from the Northeast corner of Lot 19, Block 2, AMENDED PLAT OF IRFRED PARK SUBDIVISION; thence South 0°27' East 104.89 feet to Noall Avenue; thence following a 70 foot radius curve to the right for an arc distance of 36.84 feet along Noall Avenue; thence North 60° 36'40" West 145.15 feet along Noall Avenue to U.S. Highway; thence North 29°22'20" East 26.02 feet along said highway; thence North 89°13'15" East 148.20 feet to the point of beginning.

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