

**RECORDING REQUESTED BY**

**Harris Family Trust**

AND WHEN RECORDED MAIL TO

NAME RZH Enterprises Inc..  
ADDRESS 3309 Palm Avenue  
CITY Manhattan Beach  
STATE & ZIP California 90266

11802991  
2/11/2014 11:21:00 AM \$30.00  
Book - 10210 Pg - 6061-6068  
Gary W. Ott  
Recorder, Salt Lake County, UT  
FIRST AMERICAN NCS  
BY: eCASH, DEPUTY - EF 8 P.

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**LONG FORM DEED OF TRUST AND ASSIGNMENT OF RENTS**

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TITLE ORDER NO.

ESCROW NO.

APN NO. 28-18-151-019-0000  
28-18-151-037-0000

**This Deed of Trust**, made this 1st day of February, 2014, by and among Sandy Retail Investors LLC, a Utah limited liability company, and Harris Family Trust herein collectively called Trustor, whose address is c/o BRAD Management, Attn: Jerry M. Wise, President, 12100 Olympic Boulevard, Suite 350, Los Angeles, California 90064, **North American Title Company**, herein called Trustee, and RZH Enterprises Inc., herein collectively called "Beneficiary",

**Witnesseth:** That Trustor **IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE**, that property in Salt Lake County, Utah, described as set forth on **EXHIBIT A** attached hereto and incorporated herein by reference.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions herein to collect and apply such rents, issues and profits.

**For the Purpose of Securing:** 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note dated February 1, 2014, and any extension or renewal thereof, in the principal sum of One Million Three Hundred Thousand Dollars (\$1,300,000), executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

**To Protect the Security of This Deed of Trust, Trustor Agrees:**

(1) To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof, not to commit, suffer or permit any act upon said property in violations of law to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses including cost of evidence of title

and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto, all costs, fees and expenses of this Trust. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his rights either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of said property, consent to the making of any map or plot thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary state that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "The person or persons legally entitled thereto "Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

(10) That as additional security, Trustor hereby give to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and

collection, including reasonable attorney's fees. Upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder. Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby whether or not named as Beneficiary herein in this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

**The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.**

SANDY RETAIL INVESTORS, LLC  
a Utah limited liability company

By: [Signature]  
Jerry M. Wise, its Managing Member

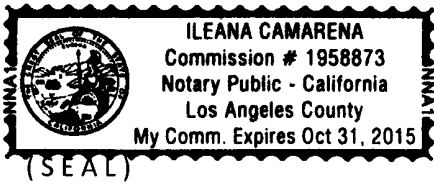
Harris Family Trust  
By: [Signature]  
Ronald Z. Harris, its Trustee

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

On January 24, 2014, before me, Ileana Camarena Notary Public, personally appeared Ronald Z. Harris, 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.

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.



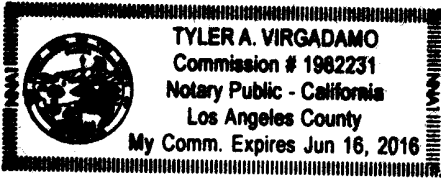
Ileana Camarena  
Notary Public in and for said County and State

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

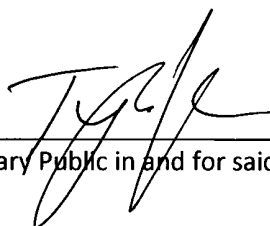
On JANUARY 28, 2014, before me, TYLER A. VIRGADAMO, Notary Public, personally appeared JERRY M. WISE, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.

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.



(SEAL)

  
\_\_\_\_\_  
Notary Public in and for said County and State

**EXHIBIT A**

**LEGAL DESCRIPTION**

**PARCEL 1:**

Beginning South 87°49'05" East 134.93 feet and North 0°01'50" West 231.92 feet and South 89°39'20" East 51.95 feet from the West Quarter Corner of Section 18, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 89°48' East 225 feet; thence South 0°01'50" East 179.55 feet; thence North 89°38'29" West 185.28 feet; thence Northwesterly along a curve to the right 55.05 feet; thence North 0°01'50" West 147.2 feet to the point of beginning.

LESS and EXCEPTING therefrom that certain tract conveyed to Utah Department of Transportation by Warranty Deed recorded July 27, 2006 as Entry No. 9792695 in Book 9327 at Page 927 of Official Records, described as follows:

A parcel of land in fee for the widening and reconstruction of the existing highway State Route 89 known as Project No. SP-0089(88)313, being a part of an entire tract of property, situate in the SW¼NW¼ of Section 18, Township 3 South, Range 1 East, Salt Lake Base and Meridian. The boundaries described as follows:

Beginning at the intersection of the existing Easterly right-of-way line of said highway and the Northerly boundary line of said entire tract at a point 134.93 feet South 87°49'05" East and 231.92 feet North 0°01'50" West and 50.00 feet (51.95 feet by record) South 89°39'20" East from the West Quarter Corner of said Section 18, said point is approximately 50.00 feet perpendicularly distant Easterly from the control line of said highway opposite engineer station 86+13.09 and running thence South 89°48'00" East 11.00 feet along said Northerly boundary line to a point 61.00 feet perpendicularly distant Easterly from the control line of said highway; thence South 0°01'50" East 145.32 feet along a line parallel with and 61.00 feet perpendicularly distant Easterly from the control line of said highway; thence South 42°54'38" East 39.33 feet to the existing Northerly right-of-way line of 10600 South Street at a point of cusp 58.00 feet perpendicularly distant Northerly from the centerline of said 10600 South Street opposite engineer station 317+84.80; said point is the beginning of a non-tangent 35.00 foot radius curve to the right (Note: Radius bears North 0°21'17" East); thence Northwesterly 54.74 feet along the arc of said curve through a delta of 89°36'53" (Note: Chord to said curve bears North 44°50'17" West for a distance of 49.33 feet) to said Easterly right-of-way line 53.00 feet perpendicularly distant Easterly from the control line of said highway opposite engineer station 84+73.90; thence South 89°58'10" West 3.00 feet along said Easterly right of way line to a point 50.00 feet perpendicularly distant Easterly from the control line of said highway; thence North 0°01'50" West 139.19 feet along said Easterly right of way line parallel with the control line of said highway to the point of beginning as shown on the Official Map of said project on file in the Office of the Utah Department of Transportation.

**PARCEL 2:**

Beginning South 87°49'05" East 134.93 feet and North 0°01'50" West 231.92 feet and South 89°48' East 275 feet from the West Quarter Corner of Section 18, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 89°48' East 289.32 feet; thence South 8°16' West 198.41 feet; thence North 89°48' West 481.05 feet; thence North 0°01'50" West 50.32 feet, more or less; thence Southeasterly along a curve to the left 55.05 feet; thence South 89°38'29" East 185.28 feet; thence North 0°01'50" West 179.55 feet to the point of beginning.

EXCEPTING and EXCLUDING from the foregoing Parcels 1 and 2:

**EXHIBIT A**

A parcel of land conveyed to Sandy City Corporation, by Quit Claim Deed dated August 17, 1979 recorded August 29, 1979 as Entry No. 3329063 in Book 4933 at Page 28 of Official Records, described as follows:

Beginning at a point South 89°48' East 454.50 feet and North 0°03'20" West 33.00 feet from the West Quarter Corner of Section 18, Township 3 South, Range 1 East, Salt Lake Base and Meridian; thence running North 89°48' West 4.50 feet to a curve to the right which radius point bears North 0°12'00" East 628.50 feet; thence along the arc of said curve 50.17 feet; thence North 82°57'26" West 50.36 feet to a curve to the left which radius point bears South 04°46'26" West 628.50 feet; thence along the arc of said curve 50.17 feet; thence North 89°48' West 208.25 feet to a curve to the right which radius point bears North 0°12'00" East 41.75 feet; thence along the arc of said curve 65.36 feet; thence South 0°03'20" East 62.95 feet; thence South 89°48' East 404.5 feet; thence North 0°03'29" West 7.0 feet to the point of beginning.

All of the above described property is also described as follows:

Beginning at a point on the East right of way line of State Street, said point being South 87°49'05" East 134.93 feet and North 0°01'50" West 231.92 feet and South 89°39'20" East 50.00 feet from the West Quarter Corner of Section 18, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 89°48'00" East 514.32 feet; thence South 8°16'00" West 193.05 feet; thence North 84°11'00" West 126.47 feet; thence North 89°37'45" West 317.98 feet; thence Northwesterly 67.20 feet along the arc of a 42.97 foot radius curve to the right (chord bears North 44°49'48" West 60.56 feet); thence North 0°01'50" West 135.02 feet to the point of beginning.

LESS and EXCEPTING therefrom that certain tract conveyed to Utah Department of Transportation by Warranty Deed recorded July 27, 2006 as Entry No. 9792695 in Book 9327 at Page 927 of Official Records, described as follows:

A parcel of land in fee for the widening and reconstruction of the existing highway State Route 89 known as Project No. SP-0089(88)313, being a part of an entire tract of property, situate in the SW¼NW¼ of Section 18, Township 3 South, Range 1 East, Salt Lake Base and Meridian. The boundaries described as follows:

Beginning at the intersection of the existing Easterly right-of-way line of said highway and the Northerly boundary line of said entire tract at a point 134.93 feet South 87°49'05" East and 231.92 feet North 0°01'50" West and 50.00 feet (51.95 feet by record) South 89°39'20" East from the West Quarter Corner of said Section 18, said point is approximately 50.00 feet perpendicularly distant Easterly from the control line of said highway opposite engineer station 86+13.09 and running thence South 89°48'00" East 11.00 feet along said Northerly boundary line to a point 61.00 feet perpendicularly distant Easterly from the control line of said highway; thence South 0°01'50" East 145.32 feet along a line parallel with and 61.00 feet perpendicularly distant Easterly from the control line of said highway; thence South 42°54'38" East 39.33 feet to the existing Northerly right-of-way line of 10600 South Street at a point of cusp 58.00 feet perpendicularly distant Northerly from the centerline of said 10600 South Street opposite engineer station 317+84.80; said point is the beginning of a non-tangent 35.00 foot radius curve to the right (Note: Radius bears North 0°21'17" East); thence Northwesterly 54.74 feet along the arc of said curve through a delta of 89°36'53" (Note: Chord to said curve bears North 44°50'17" West for a distance of 49.33 feet) to said Easterly right-of-way line 53.00 feet perpendicularly distant Easterly from the control line of said highway opposite engineer station 84+73.90; thence South 89°58'10" West 3.00 feet along said Easterly right of way line to a point 50.00 feet perpendicularly distant Easterly from the control line of said highway; thence North 0°01'50" West 139.19 feet along said Easterly right of way line parallel with the

EXHIBIT A

control line of said highway to the point of beginning as shown on the Official Map of said project on file in the Office of the Utah Department of Transportation.

Together with those rights and easements appurtenant to Parcels 1 and 2, as created by that certain Reciprocal Access Easement Agreement recorded April 28, 2006, as Entry No. 9708913, in Book 9287, at Page 4766 of Official Records.

SAID PARCELS 1 AND 2 BEING DESCRIBED AS FOLLOWS, ON THAT CERTAIN SURVEY PREPARED BY MCNEIL ENGINEERING & LAND SURVEYING, L.C., ON THE DATE OF DECEMBER 6, 2006:

COMPOSITE DESCRIPTION:

Beginning at a point on the East Right of Way line of State Street, said point being South 87°49'05" East 134.93 feet and North 0°01'50" West 231.92 feet and South 89°39'20" East 50.00 feet from the West Quarter Corner of Section 18, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 89°48'00" East 514.32 feet; thence South 8°16'00" West 193.05 feet; thence North 84°11'00" West 126.47 feet; thence North 89°37'45" West 317.98 feet; thence Northwesterly 67.20 feet along the arc of a 42.97 foot radius curve to the Right (chord bears North 44°49'48" West 60.56 feet); thence 0°01'50" West 135.02 feet to the point of beginning.

Said property is also known by the street address of:  
10585 South State Street (Parcel 1), and 65 East 10600 South (Parcel 2)  
Sandy, UT 84070

EXHIBIT A