

When Recorded Mail To:
WCU, LLC
3718 Wolf Creek Drive
Eden, Utah 84310



W3077222

EH 3077222 PG 1 OF 12
LEANN H KILTS, WEBER COUNTY RECORDER
17-AUG-20 346 PM FEE \$40.00 DEP PV
REC FOR: JOHN LEWIS

Parcel # 22-016-0098

DEED OF TRUST With Assignment of Rents

This Deed of Trust with Assignment of Rents ("Trust Deed") made this August 17, 2020, by and between WCU, LLC, a Utah limited liability company doing business as "Wolf Creek Utah" (the "Trustor") whose mailing address is 3718 N. Wolf Creek Dr., Eden, Utah 84310, Metro National Title (the "Trustee") and

1. Ron Rubin, \$50,000 (12.5%) PO Box 91178 , SLC, UT. 84109
2. James Brown and Karen Bartholoma as joint tenants, \$50,000 (12.5%) 5467 E. Buckhorn Dr. Eden UT. 84310
3. Jim and Karen Savage as joint tenants, \$50,000 (12.5%) 92-1001 Alilnui Dr. #2A, Kapolei, HI. 96707
4. Mike Serio \$50,000 (12.5%) PO Box 390 Eden UT. 84310
5. Jim Scopac \$50,000 (12.5%) 3425 Fuller Dr. Eden UT. 84310
6. George and Bonnie Watts as joint tenants, \$50,000 (12.5%) 6061 Big Horn Pkwy, Eden UT. 84310
7. John M and Shari Lusk Living Trust \$50,000 (12.5%) 22178 Serenata Cir. E. Boca Raton, FL. 33433
8. Paul and Corinne Lusk Living Trust \$50,000 (12.5%) 1998 S. Pinnacle Circle, St George UT 84790

collectively 100% the "Beneficiary"

WITNESSES: That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described real property (the "Property") which is situated in Weber County, State of Utah:

Part of the South half and the Northeast quarter of Sections 22, Township 7 North, Range 1 East, Salt Lake Base & Meridian.

Southwest quarter:

Beginning at the Southeast corner of the Southwest quarter of Section 22; running thence North 00°30'27" East 2677.19 feet; along the East line of the Southwest quarter of Section 22; to the North line of the Southwest quarter of Section 22; thence North 89°14'39" West 1460.1 feet; along the North boundary line of the Southwest quarter of Section 22; thence South 10°00'00" East 450 feet; thence South 22°50'00" East 768 feet, thence South 30°00'00" East 748.22 feet; thence Southerly along a road to a point which is West 230 feet, more or less, North 01°20'00" East 550 feet and North 89°07'33" West 1132 feet from the point of beginning; thence Easterly 230 feet more or less; thence South 01°20'00" West 550 feet; to the South line of the Southwest quarter of Section 22; thence South 89°07'33" East 1132 feet; along the South line of the Southwest quarter corner of Section 22 to the point of beginning.

Excepting therefrom any portion lying within the dedicated street recorded in Book 15 of Plats, Page 7, records of Weber County, Utah.

Excepting therefrom any portion lying within the dedicated street recorded in Book 31 of Plats, Page 25, records of Weber County, Utah.

Excepting therefrom any portion lying within the property deeded to Zeanes P Smith, recorded in Book 1195 of Records, Page 754, records of Weber County, Utah.

Excepting therefrom any portion lying within the property deeded to Wolf Creek Village Inc., recorded in Book 1415 of Records, Page 980, records of Weber County, Utah.

Excepting therefrom any portion lying within the property deeded to John H Laub, recorded in Book 1495 of Records, Page 478, records of Weber County, Utah.

Excepting therefrom any portion lying within the property deeded to Eden Water Works Company, recorded in Book 1561 of Records, Page 1893, records of Weber County, Utah.

Excepting therefrom any portion lying within the property deeded to Wolf Creek Timeshare and Construction Inc recorded in Book 1566 of Records, Page 459, records of Weber County, Utah.

Excepting therefrom any portion lying within that portion dedicated as Wolf Creek Village 2, Phase 2 and Phase 3, recorded in Book 46 of Records, Page 50, and Book 46 of Records, Page 53, respectively; records of Weber County, Utah.

Excepting therefrom any portion lying within the property dedicated as Moose Hollow Condominium, Phase 1, Phase 2, Phase 4, Phase 5 and Phase 6, recorded in Book 49, Page 9, of records, Book 52, Page 74 of records, Book 59, Page 51 of records, Book 61, Page 56 of records and Book 63, page 82 of records, respectively, Records of Weber County, Utah.

Excepting therefrom any portion lying within the property deeded to Wolf Creek Timeshare and Construction Inc., recorded in Book 2015 of Records, Page 544, records of Weber County, Utah.

Excepting therefrom any portion lying within that portion dedicated as: Worldmark, The Club at Wolf Creek Village Phase 1, in Book 50, Page 59; Worldmark, the Club at Wolf Creek Village Phase 2, in Book 51, Page 16; Wolf Creek Village II, Phase 2, in Book 46, Page 50; Wolf Creek Village II, Phase 3, in Book 46, Page 53; Wolf Creek Village II, in Book 33, Page 10; Wolf Creek Village - Phase 1, in Book 25, Page 16; Wolf Creek Village - Phase 1, 1st Amendment, in Book 64, Page 2; Wolf Creek Village - Phase 1, 2nd Amendment, in Book 69, Page 12, in the Records of Weber County, Utah.

Excepting therefrom any portion lying within the property deeded to Trendwest Resorts, Inc., Recorded as Entry No. 1641932.

Excepting therefrom any portion lying within the property deeded to Wolf Creek Properties LC, recorded as Entry No. 2210707.

Excepting therefrom any portion lying South and West of Moose Hollow Drive (3600 North Street).

Excepting therefrom any portion dedicated as Welcome Center Subdivision in Book 68, Page 75.

Excepting therefrom any portion lying within the property deeded to Utah Department of Transportation, recorded as Entry No. 2497734 and 2525740, Records of Weber County, Utah.

Excepting therefrom any portion lying within the property dedicated as Powder Canyon Condominium Project, Phase 1, recorded in Book 68 of Plats, Page 9, Records of Weber County, Utah.

Excepting therefrom any portion lying within the property deeded to Powder Canyon, LLC, recorded as Entry No. 2319626, Records of Weber County, Utah.

Exception therefrom any portion lying within the property deeded to the Edward Allain Adair and Cheryl Kathryn Browning Adair Family Trust, recorded as Entry No. 2402026, Records of Weber County, Utah.

Excepting therefrom any portion lying within the property dedicated as The Cascades at Moose Hollow Condominium Phase 1, recorded in Book 56 of Plats, Page 56, Records of Weber County, Utah.

Excepting therefrom: That portion of the Southwest Quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, located in the County of Weber, State of Utah, described as follows: A circular parcel of land having a radius of 100.00 feet and a center point located South 89°07'33" East 2206.91 feet along the Southerly line of said Section 22 and North 00°00'00" East 1596.75 feet from the Southwest corner of said Section 22. Together with an easement for ingress and egress purposes over and across existing maintenance roads within the grantor's land for access to the above described parcel of land. And easement 10.00 feet in width, lying 5.00 feet on each side of any and all existing waterlines located within the grantor's property that are feeding or receiving water from the pond located within above described parcel or land. The approximate center line of the easement is depicted on the attached photo as dotted line (E#2514198)

Excepting therefrom: That portion of the Southwest Quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, located in the County of Weber, State of Utah, described as follows: Commencing at the Southwest corner of said Section 22; thence South 89°07'33" East 1871.99 feet along the Southerly line of said Section 22; thence North 00°00'00" East 1534.93 feet from the Southwest corner of said Section 22 to the point of beginning; thence South 18°54'58" West 138.36 feet to the beginning of a curve concave Northerly having a radius of 25.00 feet; thence Westerly 55.83 feet along said curve through a central angle of 127°57'25" to the beginning of a compound curve concave Easterly having a radius of 135.00 feet; thence Northerly 92.74 feet along said curve through a central angle of 39°21'32" to the beginning of a reverse curve concave Westerly having a radius of 447.51 feet; thence Northerly 340.69 feet along said curve through a central angle of 43°37'07" to the beginning of a reverse curve concave Easterly having a radius of 175.00 feet; thence Northerly 137.17 feet along said curve through a central angle of 44°54'41" to the beginning of a compound curve concave Southeasterly having a

radius of 50.00 feet; thence Northeasterly 72.45 feet along said curve through a central angle of $83^{\circ}01'14''$ to the beginning of a compound curve concave Southwesterly having a radius of 35.00 feet; thence Southeasterly 43.72 feet along said curve through a central angle of $71^{\circ}34'43''$ to the beginning of a reverse curve concave Northeasterly having a radius of 45.00 feet; thence Southeasterly 44.35 feet along said curve through a central angle of $56^{\circ}28'27''$; thence South $74^{\circ}21'01''$ East 19.11 feet to the beginning of a curve concave Southwesterly having a radius of 20.00 feet; thence Southeasterly 18.85 feet along said curve through a central angle of $53^{\circ}59'44''$; thence South $20^{\circ}21'17''$ East 22.21 feet to the beginning of a curve concave Westerly having a radius of 100.00 feet; thence Southerly 17.13 feet along said curve through a central angle of $09^{\circ}48'46''$ to the beginning of a reverse curve concave Northeasterly having a radius of 100.00 feet; thence Southeasterly 52.78 feet along said curve through a central angle of $30^{\circ}14'33''$ to the beginning of a reverse curve concave Southwesterly having a radius of 100.00 feet; thence Southeasterly 51.32 feet along said curve through a central angle of $29^{\circ}24'13''$ to the beginning of a reverse curve concave Northeasterly having a radius of 100.00 feet; thence Southeasterly 53.38 feet along said curve through a central angle of $30^{\circ}34'55''$ to the beginning of a reverse curve concave Westerly having a radius of 100.00 feet; thence Southerly 71.01 feet along said curve through a central angle of $40^{\circ}41'00''$; thence South $01^{\circ}16'46''$ East 66.23 feet to the beginning of a curve concave Westerly having a radius of 100.00 feet; thence Southerly 52.28 feet along said curve through a central angle of $29^{\circ}57'22''$ to the beginning of a reverse curve concave southeasterly having a radius of 100.00 feet; thence Southwesterly 17.04 feet along said curve through a central angle of $09^{\circ}45'38''$ to the point of beginning. Together with an easement for ingress and egress purposes over and across existing maintenance roads within the grantors land for access to the above described parcel of land. And easement 10.00 feet in width, lying 5.00 feet each side of any and all existing waterlines located within the grantor's property that are feeding or receiving water from the pond located within above described parcel of land, the approximate center line of the easement is depicted on the attached photo as a dotted line (E#2514202)

Less and Excepting:

A parcel of land, in fee, for State Highway SR-158 incident to the construction of improvements deemed necessary under Project HPP-0158(116)0, being part of an entire tract of land situate in the East One-Half of the Southwest Quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, the boundary of said parcel is as follows:

Beginning in the intersection of the grantors South property line with the existing East right of way line of said State Highway SR-158 at a point 1335.24 feet South $00^{\circ}17'28''$ West along the Quarter Section line and 237.10 feet West from the center of said Section 22, running thence South $43^{\circ}30'53''$ East 26.63 feet along said South property line, thence Northeasterly 11.97 feet along the arc of a curve to the left having a radius of 943.00 feet (Note: Chord bears North $37^{\circ}34'57''$ East for a distance of 11.97 feet); thence North $37^{\circ}13'08''$ East a distance of 62.29 feet; thence Northeasterly 318.19 feet following the arc of a curve to the left, having a radius of 3633.00 feet (Note: Chord bears North $34^{\circ}42'32''$ East for a distance of 318.19 feet) to said East right of way line; thence Southwesterly 388.40 feet along said East Right of Way line following along the arc of a curve to the right, having a radius of 2669.00 feet (Note: Chord bears South $39^{\circ}03'13''$ West for a distance of 388.06 feet) to the point of beginning. (Entry No. 2579181)

Less and Excepting:

A parcel of land, in fee, for State Highway SR-158 incident to the construction of improvements deemed necessary under Project HPP-0158(116)0, being part of an entire tract of land situate in the Northeast Quarter of the Southwest Quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, the boundary of said parcel is as follows:

Beginning at intersection of the West right of way line of the existing State Highway SR-158 and the North boundary line of the grantors property at a point 929.36 feet South $00^{\circ}17'28''$ West along the Quarter Section line and 11.14 feet West from the Center of Section 22 as monument by Weber County; running thence North $43^{\circ}12'39''$ West a distance of 4.05 feet along said North boundary line; thence Southwesterly 90.99 feet along the arc of a curve to the right, having a radius of 3567.00 feet (Note: Chord bears South $31^{\circ}26'36''$ West for a distance of 90.98 feet) to said existing right of way line; thence Northeasterly 90.00 feet along the arc of a curve to the left, having a radius of 2603.00 feet (Note: Chord bears North $33^{\circ}55'41''$ East for a distance of 90.00 feet) along said right of way line to the point of beginning. (Entry No. 2579182)

Excepting therefrom the following three (3) parcels, more particularly described as follows:

(1) SOUTH PARCEL

BEGINNING AT A POINT ON A 2603.00 FOOT RADIUS CURVE ON THE WESTERLY RIGHT OF WAY OF WOLF CREEK DRIVE, SAID POINT BEING 1113.08 FEET SOUTH $00^{\circ}01'12''$ WEST AND 145.79 FEET WEST FROM THE CENTER OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE SAID WESTERLY RIGHT OF WAY THE FOLLOWING THREE (3) COURSES: COURSE 1: ALONG THE ARC OF SAID 2603.00 FOOT RADIUS CURVE TO THE RIGHT 262.23 FEET, (CHORD BEARS SOUTH $40^{\circ}44'41''$ WEST 262.12 FEET); COURSE 2: SOUTH $43^{\circ}37'50''$ WEST 169.28 FEET TO THE ARC OF A 2158.06 FOOT

RADIUS CURVE; COURSE 3: ALONG THE ARC OF SAID 2158.06 FOOT RADIUS CURVE

TO THE RIGHT 28.39 FEET, (CHORD BEARS SOUTH $44^{\circ}00'27''$ WEST 28.39 FEET); THENCE NORTH $21^{\circ}05'06''$ WEST 163.81 FEET; THENCE NORTH $12^{\circ}42'20''$ WEST 131.64 FEET; THENCE NORTH $21^{\circ}50'59''$ WEST 134.40 FEET; THENCE NORTH $30^{\circ}38'50''$ WEST 154.99 FEET; THENCE NORTH $22^{\circ}24'38''$ WEST 39.20 FEET; THENCE NORTH $69^{\circ}24'07''$ EAST 20.23 FEET TO A POINT ON A 290.50 FOOT RADIUS CURVE ON THE WESTERLY BOUNDARY OF A PRIVATE ROAD; THENCE ALONG SAID PRIVATE ROAD THE FOLLOWING FIVE (5) COURSES: COURSE 1: ALONG THE ARC OF SAID 290.50 FOOT RADIUS CURVE TO THE LEFT 289.56 FEET, (CHORD BEARS SOUTH $49^{\circ}09'10''$ EAST 277.72 FEET) TO THE ARC OF A 110.50 FOOT RADIUS CURVE; COURSE

2: ALONG THE ARC OF SAID 110.50 FOOT RADIUS CURVE TO THE LEFT 47.13 FEET, (CHORD BEARS SOUTH $89^{\circ}55'34''$ EAST 46.77 FEET); COURSE 3: NORTH $75^{\circ}19'10''$ EAST 109.16 FEET TO THE ARC OF A 50.00 FOOT RADIUS CURVE; COURSE 4: ALONG THE ARC OF SAID 50.00 FOOT RADIUS CURVE TO THE RIGHT 42.77 FEET, (CHORD BEARS SOUTH $80^{\circ}10'24''$ EAST 41.48 FEET); COURSE 5: SOUTH $55^{\circ}39'59''$ EAST 141.93 FEET TO THE POINT OF BEGINNING.

(2) NORTH PARCEL

BEGINNING AT A POINT ON A 290.50 FOOT RADIUS CURVE ON THE WEST

BOUNDARY OF A PRIVATE ROAD, SAID POINT BEING 578.61 FEET SOUTH 00°01'12" WEST AND 613.36 FEET WEST FROM THE CENTER OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE ARC OF SAID 290.50 FOOT RADIUS CURVE TO THE LEFT 313.02 FEET, (CHORD BEARS SOUTH 10°16'14" WEST 298.09 FEET); THENCE SOUTH 69°25'07" WEST 20.23 FEET; THENCE NORTH 22°24'38" WEST 153.45 FEET; THENCE NORTH 29°26'32" WEST 103.49 FEET; THENCE NORTH 32°51'43" WEST 96.15 FEET; THENCE NORTH 21°37'23" WEST 43.01 FEET; THENCE NORTH 47°35'44" EAST 164.12 FEET; THENCE SOUTH 41°53'00" EAST 80.66 FEET; THENCE SOUTH 35°52'46" EAST 127.02 FEET TO THE POINT OF BEGINNING.

(3) WYNDHAM PARCEL

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY WOLF CREEK DRIVE AND THE BOUNDARY OF A PRIVATE ROAD; SAID POINT BEING 1072.46 FEET SOUTH 00°01'12" WEST AND 114.86 FEET WEST FROM THE CENTER OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE SAID BOUNDARY OF THE PRIVATE ROAD THE FOLLOWING SEVEN (7) COURSES: COURSE 1: NORTH 55°39'59" WEST 104.80 FEET TO THE ARC OF A 142.62 FOOT RADIUS CURVE; COURSE 2: ALONG THE ARC OF SAID 142.62 FOOT RADIUS CURVE TO THE LEFT 109.39 FEET, (CHORD BEARS NORTH 77°38'23" WEST 106.73 FEET); COURSE 3: SOUTH 80°23'13" WEST 117.78 FEET TO THE ARC OF A 65.50 FOOT RADIUS CURVE; COURSE 4: ALONG THE ARC OF SAID 65.50 FOOT RADIUS CURVE TO THE RIGHT 25.04 FEET, (CHORD BEARS NORTH 88°39'37" WEST 24.89 FEET) TO THE ARC OF A 245.50 FOOT RADIUS CURVE; COURSE 5: ALONG THE ARC OF SAID 245.50 FOOT RADIUS CURVE TO THE RIGHT 498.79 FEET, (CHORD BEARS NORTH 19°30'03" WEST 417.33 FEET); COURSE 6: SOUTH 35°52'46" EAST 0.11 FEET TO THE ARC OF A 245.50 FOOT RADIUS CURVE; COURSE 7: ALONG THE ARC OF SAID 245.50 FOOT RADIUS CURVE TO THE RIGHT 133.53 FEET, (CHORD BEARS NORTH 54°17'00" EAST 131.89 FEET); THENCE SOUTH 43°30'00" EAST 340.62 FEET; THENCE SOUTH 88°30'00" EAST 110.25 FEET; THENCE SOUTH 43°30'00" EAST 180.91 FEET TO THE ARC OF A 2603.00 FOOT RADIUS CURVE ON THE WESTERLY RIGHT OF WAY OF WOLF CREEK DRIVE; THENCE ALONG THE ARC OF SAID 2603.00 FOOT RADIUS CURVE TO THE RIGHT 184.90 FEET, (CHORD BEARS SOUTH 34°41'59" WEST 184.87 FEET) TO THE POINT OF BEGINNING.

Southeast Quarter:

That part of the Southeast quarter lying on the West side of the West boundary line of Wolf Creek Drive.

Excepting therefrom any portion lying within the boundary of parcel 22-016-0058 more particularly described as follows, as deeded to Wolf Creek Properties, L.C., Recorded as Entry No. 2256963, records of Weber County, Utah:

Part of the Northwest quarter and East half of Section 22, Township 7 North, Range 1 East, Salt Lake Base & Meridian beginning at a point North 00°30'27" East 70.83 feet along the section line and West 48.57 feet from the center of said Section 22, Township 7 North, Range 1 East,

Salt Lake Base & Meridian; thence the following courses: North $38^{\circ}48'58''$ East 183.29 feet; to a non-tangent curve on the South right of way line of SR 158; thence along said SR 158 the following four courses: Southeasterly 53.00 feet; along said curve to the right to a tangent line ($r=458.00'$ $\text{delta}=06^{\circ}37'48''$ $t=26.53'$ $\text{chb}=52.97'$ $\text{chb}=s$ $48^{\circ}21'33''$ E); thence South $51^{\circ}40'26''$ East 241.92 feet; to a tangent curve; thence Southeasterly 135.98 feet; along a curve to the right ($r=141.58'$ $\text{delta}=55^{\circ}01'39''$ $t=73.75'$ $\text{ch}=130.81'$ $\text{chb}=s$ $24^{\circ}12'41''$ E) to a compound curve; thence Southerly 54.24 feet; along said curve to the right ($r=667.71'$ $\text{delta}=04^{\circ}39'18''$ $t=27.13'$ $\text{ch}=54.22'$ $\text{chb}=s$ $05^{\circ}34'04''$ W) to a non-tangent line; thence North $84^{\circ}05'40''$ West 52.99 feet; to a non-tangent curve; thence Westerly 71.08 feet; along said curve to the left ($r=38.08'$ $\text{delta}=106^{\circ}56'55''$ $t=51.42'$ $\text{ch}=61.20'$ $\text{chb}=n$ $84^{\circ}05'40''$ W) to a non-tangent line; thence North $84^{\circ}05'40''$ West 138.51 feet; thence North $10^{\circ}48'19''$ West 82.39 feet; thence North $49^{\circ}09'51''$ West 166.32 feet; to the point of beginning.

Excepting therefrom any portion lying within that portion dedicated as Worldmark, The Club at Wolf Creek Village Phase 1, recorded in Book 50 of Plats, Page 59, and Worldmark, The Club at Wolf Creek Village Phase 2, recorded in Book 51 of Plats, Page 16, records of Weber County,

Excepting therefrom any portion lying within that portion dedicated as: Wolf Creek Village II, in Book 33, Page 10; Wolf Creek Village - Phase 1, in Book 25, Page 16; Wolf Creek Village - Phase 1, 1st Amendment, in Book 64, Page 2; Wolf Creek Village - Phase 1, 2nd Amendment, in Book 69, Page 12; Wolf Creek Village II Phase 2, in Book 46, Page 50; and Wolf Creek Village II Phase 3, in Book 46, Page 53, in the Records of Weber County, Utah.

Subject to the following easement: a strip of land 25 feet in width situated in the Southeast quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base & Meridian. Beginning at a point on the West right of way line of Wolf Creek Drive (SR-158), said point being South $88^{\circ}55'14''$ East 316.53 feet and South 260.55 feet from the center of Section 22; running thence North $71^{\circ}42'57''$ West 6.04 feet; thence North $66^{\circ}32'13''$ West 28.27 feet; thence North $16^{\circ}50'18''$ East 34.04 feet; thence North $10^{\circ}27'47''$ East 80.93 feet; to the South boundary line of parcel number 22-016-0058.

Less and Excepting:

A parcel of land, in fee, for State Highway SR-158 incident to the construction of improvements deemed necessary under Project HPP-0158(116)0, being part of an entire tract of land situate in the Northwest Quarter of the Southeast Quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, the boundary of said parcel is as follows:

Beginning in the West right of way line of the existing State Highway SR-158 at a point 240.38 feet South $00^{\circ}17'28''$ West and 325.31 feet East from the Center of Section 22 as monumented by Weber County; running thence Southwesterly 120.78 feet along the arc of a curve to the right, having a radius of 1667.00 feet (Note: Chord bears South $24^{\circ}13'59''$ West, for a distance of 120.75 feet); thence South $26^{\circ}18'31''$ West a distance of 76.47 feet to the grantors South boundary line; thence South $75^{\circ}19'21''$ East a distance of 7.74 feet along said South boundary line to said West right of way line; thence along said right of way line the following two (2) courses: (1) North $25^{\circ}36'05''$ East a distance of 81.80 feet, (2) Northeasterly 114.45 feet along the arc of a curve to the left, having a radius of 686.11 feet (Note: Chord bears North $20^{\circ}49'01''$ East for a distance of 114.32 feet) to the point of beginning. (Entry No. 2579183)

Northeast Quarter:

Beginning at the center of Section 22; running thence: North 03°27'59" East 27.99 feet; thence South 49°09'51" East 43.72 feet; to the South line of the Northeast quarter of Section 22; thence North 88°55'14" West 34.78 feet; along said South line of the Northeast quarter of Section 22; to the point of beginning.

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with said property, or any part thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits.

FOR THE PURPOSE OF SECURING (1) payment of the indebtedness evidenced by that certain Promissory Note Agreement (hereinafter the "Note") of even date herewith, in the principal sum of \$400,000.00 made by Trustor, payable to the order of the Beneficiary at the times, in the manner and with interest as therein set forth, and any extensions and/or renewals or modifications thereof; (2) the performance of any agreement of Trustor that is specifically incorporated by reference in this Deed of Trust; and (3) the payment of any sums expended or advanced by Beneficiary as permitted under the terms and conditions of this Deed of Trust, together with interest thereon as herein provided.

TO PROTECT THE SECURITY OF THIS TRUST DEED, 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; to comply with all laws, covenants and restrictions affecting said Property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said Property in violation of law; to do all other acts which from the character or use of said Property may be reasonably necessary, the specific enumeration's herein not excluding the general; and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said Property, Trustor further agrees:

- (a) To commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and
- (b) To allow Beneficiary to inspect said Property at all times during construction.

Trustee, upon presentation to it of an affidavit signed by Beneficiary setting forth facts showing a default by Trustor under this numbered paragraph and citing Trustor's failure to timely cure following Beneficiary's delivery of written notice of such default as required hereunder, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder. Concurrent with Beneficiary's delivery of any such affidavit to Trustee, Beneficiary must also deliver a copy of such affidavit to Trustor via overnight courier with Trustor's signature required upon delivery.

2. To provide and maintain insurance policies of such type or types as Beneficiary may reasonably require on any improvements now existing or hereafter erected or placed on said Property. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Beneficiary and issued by a company or

companies reasonably acceptable to Beneficiary. Notwithstanding the foregoing, in no event shall Trustor be required to provide hazard insurance in excess of the replacement value of any improvements on the Property. Trustor, upon written request from Beneficiary, will deliver to Beneficiary policies or certificates of insurance in a form satisfactory to Beneficiary, including stipulations that coverages will not be canceled or diminished without at least ten (10) days' prior written notice to Beneficiary. Trustor shall promptly notify Beneficiary of any material loss or damage to the Property. Beneficiary may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty.

3. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

4. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to said Property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

5. To pay all taxes, insurance and assessments of every kind or nature related to the Property when due.

6. Should Trustor commit a default by failing to make any payment or to do any act as herein required, and should Trustor fail to cure such default following Beneficiary's delivery of written notice of such default as required hereunder, then Beneficiary or Trustee, but without obligation to do so and without further 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; commence, 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, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title, employ counsel, and pay his reasonable fees.

7. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of borne by the principal balance under the Note, until paid, and the repayment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

8. Should said Property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, 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 proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said Property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

9. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the note for endorsement (in case of full reconveyance, for cancellation and retention) without affecting the liability of any persons for the payment of the indebtedness secured hereby, Trustee may (a) consent to the making of any map or plat of said Property; (b) join in granting any easement or creating any

restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) grant any extension or modification of the terms of this loan; (e) reconvey, without warranty, all or any part of said Property. The grantee in any reconveyance may be described as "the person or persons entitled thereto", and the recitals therein of any matters of facts shall be conclusive proof of the truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

10. As additional security, Trustor hereby assigns Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the property affected by this Trust Deed and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the Property affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.

11. Notwithstanding any other provision of this Deed of Trust, in the event of any actual or alleged monetary or non-monetary default by Trustor, whether under this Deed of Trust or under the Note, before exercising any of Beneficiary's remedies under this Trust Deed or the Note or any other documents related thereto, Beneficiary must first give Trustor written notice of such default and Trustor shall have thirty (30) days after Trustor has received such written notice to cure such default. If the default is curable but cannot reasonably be cured within such 30-day cure period, and if Trustor commences to cure such default during the 30 day cure period and diligently proceeds thereafter to cure such default, then the cure period shall be extended for a reasonable time not to exceed an additional 30 days (for a total of 60 days) in order to provide Trustor a reasonable opportunity to cure such default.

12. Upon the occurrence of any default hereunder, and Trustor's failure to timely cure following Beneficiary's delivery of written notice of such default as required hereunder, Beneficiary may at any time without further notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of Beneficiary as such receiver), 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 its own name sue for or otherwise collect said 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.

13. The entering upon and taking possession of said Property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of said Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

14. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

15. Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, and Trustor's failure to timely cure following Beneficiary's delivery of written notice of such default as required hereunder, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, and Trustor's failure to

timely cure, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause said Property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said Property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the Note and all documents evidencing expenditures secured hereby.

16. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee without demand on Trustor, shall sell said Property on the date and at the time and place designated in said notice of sale either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such Property, 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 he deems 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 one day beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its deed ("Trustee's Deed") conveying said Property so sold, but without any covenant of 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 to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the evidence of title procured in connection with such sale; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at the rate borne by the principal balance under the Note from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

17. Upon the occurrence of any default hereunder, and Trustor's failure to timely cure following Beneficiary's delivery of written notice of such default as required hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property and beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including a reasonable attorney's fee in such amounts as shall be fixed by the court.

18. Beneficiary may appoint a Successor Trustee at any time by filing for record in the office of the County Recorder of each county in which said Property or some part thereof is situated, a substitution of Trustee. From the time the substitution is filed for record, the new Trustee shall succeed to all the powers, duties, authority and title of the Trustee named herein or of any successor Trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

19. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledge, of the Note secured hereby. In this Trust Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

20. Trustee accepts this Trust when this Trust 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 Trust Deed or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

21. This Trust Deed shall be construed according to the laws of the State of Utah.

22. A copy of any notice of default and/or any notice of sale hereunder must be delivered to Trustor, via overnight courier with Trustor's signature required upon delivery, at the address set forth in the opening paragraph to this Trust Deed.

23. Beneficiary acknowledges and understands that the Property is a portion of Weber County Tax Parcel Number 22-016-0098, which is subject to that certain Deed of Trust dated August 8, 2019, which was recorded in the Weber County recorder's Office on August 9, 2019, as Entry Number 2996357 (the "Calcon Trust Deed"). Beneficiary acknowledges, understands and agrees that the Calcon Trust Deed is senior to this Trust Deed.

SIGNATURE OF TRUSTOR

WCU LLC
a Utah limited liability company

By: [Signature]
Name: John L. Lewis
Title: Managing Manager

State of Utah, County of Weber)ss:

On this date, August 17, 2020, personally appeared before me John L. Lewis who being by me duly sworn did say that he is the Managing Manager of WCU, LLC, a Utah limited liability company, which is the entity that executed the above and foregoing instrument and that said instrument was signed on behalf of said entity by authority of its Articles or Organization and/or Operating Agreement and said John L. Lewis acknowledged to me that said limited liability company executed same.

[Signature]
Notary Public

