

WEBER



W3081610

When Recorded Return To:

Glacier Rock Investments, LLC
Attn: Richard Saunders
5120 S. 375 E., Ste. A
Ogden, UT 84405

EH 3081610 PG 1 OF 14
LEANN H KILTS, WEBER COUNTY RECORDER
01-SEP-20 200 PM FEE \$40.00 DEP PV
REC FOR: DICK SAUNDERS

Affecting Tax Parcel Nos. []

15-028-0034
15-028-0053
15-028-0054

DEED OF TRUST

THIS DEED OF TRUST (as it may be amended and modified from time to time, the "Deed of Trust") is made and entered into effective as of August 28, 2020, by and among RICHARD HIPWELL and CARISA HIPWELL, individuals (collectively, "Trustor"), whose mailing address is 111 N. 3600 W., Ogden, Utah 84404, LINCOLN TITLE INSURANCE AGENCY ("Trustee"), whose mailing address is 2225 Washington Blvd., Ste. 110, Ogden, UT 84401, and GLACIER ROCK INVESTMENTS, LLC, a Utah limited liability company ("Beneficiary"), whose mailing address is 5120 S. 375 E., Ste. A, Ogden, UT 84405.

WITNESSETH:

WHEREAS, Beneficiary has agreed to loan certain funds in the principal amount of SIX HUNDRED TWENTY-FIVE THOUSAND and NO/100ths [\$625,000.00] (the "Loan"), to Trustor pursuant to a Promissory Note of even date herewith (the "Note");

WHEREAS, Beneficiary desires to secure the performance of Trustor's obligations under the Note;

NOW, THEREFORE, upon the terms, covenants and conditions set forth in this Deed of Trust, and for good and valuable consideration, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby (i) irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, and (ii) hereby grants to Beneficiary, as secured party, a security interest in for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, that certain real property located in the County of Weber, State of Utah (the "Property"), more particularly described on Exhibit A attached hereto and incorporated herein.

TOGETHER WITH any and all buildings and other improvements now or hereafter erected on the Property including, without limitation, fixtures, attachments, appliances, equipment, machinery, and other personal property attached to such buildings and other improvements (the "Improvements"), all of which shall be deemed and construed to be a part of the real property;

TOGETHER WITH all easements, rights-of-way and other rights now owned or hereafter acquired by Trustor used in connection with the Property or the Improvements or as a means of access thereto; and

TOGETHER WITH all right, title, and interest of Trustor in (i) the property and interests in personal property, (ii) all other personal property now or hereafter owned by Trustor that is now or

hereafter located on or used in connection with the Property or the Improvements, (iii) all other rights and interests of Trustor now or hereafter held in personal property that is now or hereafter located on or used in connection with the Property or the Improvements, (iv) all personal property and rights and interests in personal property of similar type or kind hereafter acquired by Trustor and located on or used in connection with the Property, and (v) all proceeds thereof.

The entire estate, property, right, title and interest hereby conveyed to Trustee may hereafter be collectively referred to as the "Trust Estate".

ARTICLE 1: OBLIGATIONS SECURED

For the purpose of securing payment and performance of all obligations of Trustor under the Note (the "Obligations"). Notwithstanding anything in this Deed of Trust to the contrary, the term "Obligations" does not include any obligations or liabilities under the Environmental Indemnity Agreement of approximately even date herewith and between the parties hereto ("Environmental Indemnity"); the obligations and liabilities under the Environmental Indemnity are not secured by this Deed of Trust.

ARTICLE 2: REPRESENTATIONS AND WARRANTIES.

Trustor represents and warrants to Beneficiary as follows:

- (a) Trustor is the owner of fee simple marketable title in and to the Property and Trust Estate;
and
- (b) Trustor shall defend title to the Property and Trust Estate against all claims and demands whatsoever.

ARTICLE 3: MAINTENANCE OF TRUST ESTATE

(a) Trustor shall (i) maintain the Property at all times in good condition and repair; (ii) not commit any waste of the Property, or remove, damage, demolish, or structurally alter any improvement on the Property without the consent of Trustee; and (iii) comply at all times with all laws, ordinances, regulations, covenants and restrictions in any manner affecting the Property.

(b) Trustor shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Beneficiary; and if no amount of insurance is specified, Trustor shall maintain insurance sufficient to replace all improvements on the Property. All insurance shall be carried with companies approved by Beneficiary. The insurance policies and any renewals shall be held by Beneficiary and shall include loss payable clauses in favor of, and in a form acceptable to, Beneficiary. Within fifteen (15) days of Beneficiary's request, Trustor shall provide evidence of the payment of premiums for such insurance.

(c) In the event of loss, Trustor shall give Beneficiary immediate notice by mail. Beneficiary may make proof of loss if not made promptly by Trustor. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Beneficiary instead of to Trustor and to Beneficiary jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Beneficiary's security is not lessened. If the restoration or repair is not economically feasible or Beneficiary's security would be lessened, the insurance proceeds shall be applied to the reduction of the indebtedness under the Note and this Deed of

Trust. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note shall be paid to the entity/person legally entitled thereto.

(d) Trustor shall pay directly to the applicable entity, when due, (i) all property taxes, (ii) any other taxes and assessments levied against the Trust Estate by any governmental authority, and (iii) all homeowner's association dues. Within thirty (30) days of Beneficiary's request, Trustor shall provide evidence of the payment of such property taxes and/or assessments.

ARTICLE 4: ASSIGNMENT OF RENTS AND INCOME

(a) Assignment. Trustor hereby assigns, transfers, and conveys to Beneficiary during the term of this Deed of Trust, any and all rents, subrents, issues, royalties, income, and profits of and from the Property. Until the occurrence of an Event of Default (as hereinafter defined), Trustor may collect and use all such rents, subrents, issues, royalties, income, and profits which become payable prior to default. Upon the occurrence of an Event of Default hereunder and upon Beneficiary's election to collect the rents, subrents, issues, royalties, income and profits as hereinafter provided, Trustor's right to collect and use any of such proceeds shall cease, and Beneficiary shall have the right, with or without taking possession of the Property, and either in person, by agent, or through a courtappointed receiver (Trustor hereby consents to the appointment of Beneficiary or Beneficiary's designee as such receiver), to sue for or otherwise collect all such rents, subrents, issues, royalties, income, and profits, including those past due and unpaid. Any sums so collected, after the deduction of all costs and expenses of operation and collection (regardless of the particular nature thereof and whether incurred with or without suit or before or after judgment), including attorneys' fees, shall be applied toward the payment of the Obligations. Such right of collection and use of such proceeds by Beneficiary shall obtain both before and after the exercise of the power of sale provisions of this Deed of Trust, the foreclosure of this Deed of Trust and throughout any period of redemption. The rights granted under this *Section* shall in no way be dependent upon and shall apply without regard to whether all or a portion of the Property is in danger of being lost, removed, or materially injured, or whether the Property or any other security is adequate to discharge the obligations secured by this Deed of Trust. Beneficiary's failure or discontinuance at any time to collect any of such proceeds shall not in any manner affect the right, power, and authority of Beneficiary thereafter to collect the same. Neither any provision contained herein, nor the Beneficiary's exercise of Beneficiary's right to collect such proceeds, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease, sublease, option, or other interest in the Property, or an assumption of liability under, or a subordination of the lien or charge of this Deed of Trust to, any tenancy, lease, sublease, option, or other interest in the Property. All tenants, lessees, sublessees and other persons which have any obligation to make any payment to Trustor in connection with the Property or any portion thereof are hereby authorized and directed to pay the rents, subrents, issues, royalties, income, and profits payable by them with respect to the Property, or any part thereof, directly to Beneficiary on the demand of Beneficiary. Beneficiary's receipt of such rents, subrents, issues, royalties, income, and profits shall be a good and sufficient discharge of the obligation of the tenant, lessee, sublessee, or other person concerned to make the payment connected with the amount so received by the Beneficiary. When all of the Obligations have been fully satisfied and such satisfaction is evidenced by a recorded deed of reconveyance of this Deed of Trust, this Assignment shall no longer be of effect and shall be void.

(b) Application of Payments. If at any time during the term of this Deed of Trust, Beneficiary receives or obtains a payment, installment, or sum which is less than the entire amount then due under the Note and under all other instruments further evidencing or securing the Obligations, then Beneficiary shall, notwithstanding any instructions which may be given by Trustor, have the right to apply such payment, installment, or sum, or any part thereof, to such of the items or obligations then due from Trustor or to Beneficiary as Beneficiary may in Beneficiary's sole discretion determine.

(c) No Waiver of Rights by Collection of Proceeds. The entering upon and taking possession of the Property or any portion of the Property or the collection of rents, subrents, issues, royalties, income, profits, proceeds of fire and other insurance policies, or compensation or awards for any taking or damaging of the Property, or the application or release thereof as aforesaid, shall not cure or waive any Event of Default or notice of default hereunder, shall not invalidate any act done pursuant to such notice of default, and shall not operate to postpone or suspend the obligation to make, or have the effect of altering the size of any scheduled installments provided for in any of the Obligations secured by this Deed of Trust.

(d) Indemnification. Trustor shall indemnify and hold Beneficiary harmless from and against all claims, demands, judgments, liabilities, actions, costs, and fees (including reasonable attorneys' fees) arising from or related to receipt by Beneficiary of the rents, subrents, issues, royalties, income and profit from the Property or any portion of the Property, except those liabilities arising from Beneficiary's own negligence.

ARTICLE 5: EVENTS OF DEFAULT AND REMEDIES

(a) In order to induce Beneficiary to make the loan evidenced by the Note, Trustor agrees that, in the event of any transfer whatsoever, without prior written consent of Beneficiary, Beneficiary shall have the absolute right, at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions. Beneficiary may require immediate payment in full of all sums secured by this Deed of Trust if:

- (i) An Event of Default (as defined in the Note) occurs under the Note; or
- (ii) A breach or default under that certain Deed of Trust made by Trustor, in favor of Beneficiary, of even date herewith and referenced in paragraph 27 of the Note;
- (iii) Trustor's title in the Property is sold or otherwise transferred; or
- (iv) Trustor makes an assignment for the benefit of creditors or files for bankruptcy protection under any state or federal law; or
- (v) Trustor offers or makes the Property collateral for any loan other than the Note, or otherwise encumbers the Property with a monetary encumbrance without Beneficiary's prior written consent, to be provided in Beneficiary's sole and absolute discretion; or
- (vi) Trustor fails to pay, when due, property taxes and any other taxes and assessments levied against the Trust Estate by a governmental authority; or,
- (vii) Trustor allows a mechanic's lien to be recorded against the Property and fails to have such lien removed, by either payment or bond, within 15 days of notice from Beneficiary; or
- (viii) An obligation of the Trustor under this Deed of Trust, or the Note, is not performed (each of the above, an "Event of Default").

Trustor shall notify Beneficiary whenever any of the events listed in this Paragraph (i) through (vii) occur. Conveyance of a Trustor's interest in the Property to a trust for purposes of estate planning shall be considered a conveyance for purposes of this Article 4.

(b) Acceleration Upon Default; Additional Remedies. Upon the occurrence of an Event of Default, Beneficiary may, at its option, declare all or any part of the Obligations immediately due and payable. Beneficiary may, in addition to the exercise of any or all of the remedies specified herein:

(i) Commence an action to foreclose the lien of this Deed of Trust as a mortgage in accordance with Beneficiary's rights under *Utah Code Annotated* § 57-1-23, or other applicable law; or

(ii) Exercise the power of sale herein contained and deliver to Trustee a written statement of default or breach and cause Trustee to execute and record a notice of default and election to cause Trustor's interest in the Trust Estate to be sold in accordance with *Utah Code Annotated* § 57-1-24 or other applicable law.

(c) Exercise of Power of Sale. After the lapse of such time as may then be required by *Utah Code Annotated* § 57-1-24 or other applicable law following the recordation of the notice of default, and notice of default and notice of sale having been given as then required by *Utah Code Annotated* §§ 57-1-25 and 57-1-26 or other applicable law, Trustee, without demand on Trustor, shall sell the Trust Estate on the date and at the time and place designated in the notice of sale, either as a whole or in separate parcels, and in such order as Beneficiary may determine (but subject to Trustor's statutory right under *Utah Code Annotated* § 57-1-27 to direct the order in which the 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 deemed 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 forty-five (45) days beyond the date designated in the notice of sale, notice of the time, date, and place of sale shall be given in the same manner as the original notice of sale as required by *Utah Code Annotated* § 57-1-27. Trustee shall execute and deliver to the purchaser a Trustee's Deed, in accordance with *Utah Code Annotated* § 57-1-28, conveying the 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 as follows:

FIRST: To the costs and expenses of exercising the power of sale and of the sale, including the payment of the trustee's and attorney fees actually incurred, and not to exceed the amount which may be provided for in the Deed of Trust.

SECOND: To payment of the obligations secured by the Deed of Trust.

THIRD: The balance, if any, to the person or persons legally entitled to the proceeds, or the trustee, in the trustee's discretion, may deposit the balance of the proceeds with the clerk of the district court of the county in which the sale took place, in accordance with *Utah Code Annotated* § 57-1-29.

Upon any sale made under or by virtue of this Section, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, the Beneficiary may bid for and acquire the Trust Estate, whether by payment of cash or by credit

bid in accordance with *Utah Code Annotated* § 57-1-28(1) (b). In the event of a successful credit bid, Beneficiary shall make settlement for the purchase price by crediting upon the Obligations of Trustor secured by this Deed of Trust such credit bid amount. Beneficiary, upon so acquiring the Property or any part thereof, shall be entitled to hold, lease, rent, operate, manage, and sell the same in any manner provided by applicable laws.

(d) Waiver of Marshalling Rights. Trustor, for itself and for all parties claiming through or under Trustor, and for all parties who may acquire a lien on or interest in the Trust Estate, hereby waives all rights to have the Trust Estate and/or any other property, which is now or later may be security for any of the Obligations marshalled upon any foreclosure of the lien of this Deed of Trust or on a foreclosure of any other lien or security interest against any security for any of the Obligations. Beneficiary shall have the right to sell, and any court in which foreclosure proceedings may be brought shall have the right to order a sale of, the Trust Estate or other property as a whole or in separate parcels, in any order that Beneficiary may designate.

(e) Personal Property. It is the express understanding and intent of the parties that as to any personal property interests subject to Article 9a of the Utah Uniform Commercial Code, Beneficiary, upon an Event of Default, may proceed under the Utah Uniform Commercial Code or may proceed as to both real and personal property interests in accordance with the provisions of this Deed of Trust and its rights and remedies in respect of real property, and treat both real and personal property interests as one parcel or package of security as permitted by *Utah Code Annotated* § 70A-9a-601 or other applicable law.

ARTICLE 6: SECURITY AGREEMENT

(a) Creation of Security Interest.

(i) To secure the payment and performance in full of all of the Obligations, Trustor hereby grants to Beneficiary a security interest in, and so pledges and assigns to Beneficiary, all personal property now or hereafter owned by Trustor that is now or hereafter located on or used in connection with the Property (the "**Personal Property**"), and all insurance claims and other proceeds or products thereof, whether now owned or existing or hereafter acquired or arising, wherever located and whether in Trustor's possession and control or in the possession and control of a third party.

(ii) This Deed of Trust constitutes and is deemed to be a "security agreement" for all purposes of the Utah Uniform Commercial Code. Beneficiary is entitled to all the rights and remedies of a "secured party" under the Utah Uniform Commercial Code.

(iii) At the request and option of Beneficiary, Trustor further agrees to take any and all actions Beneficiary may determine to be necessary or useful for the attachment, perfection and first priority of, and the ability of Beneficiary to enforce, Beneficiary's security interest in any and all of the Personal Property.

(b) Power of Attorney.

(i) Appointment and Powers of Beneficiary. Trustor hereby irrevocably constitutes and appoints Beneficiary and any officer or agent thereof with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of Trustor or in Beneficiary's own name, for the purpose of carrying out the terms of this Deed of Trust, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or useful to accomplish the purposes of this Deed of Trust and,

without limiting the generality of the foregoing, hereby gives said attorneys the power and right, on behalf of Trustor, without notice to or assent by Trustor, to do the following:

(1) Upon the occurrence and during the continuance of an Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise dispose of or deal with any of the Personal Property in such manner as is consistent with the Utah Uniform Commercial Code and as fully and completely as though Beneficiary were the absolute owner thereof for all purposes, and to do, at Trustor's expense, at any time, or from time to time, all acts and things which Beneficiary deems necessary or useful to protect, preserve or realize upon the Personal Property and Beneficiary's security interest therein, in order to effect the intent of this Deed of Trust, all at least as fully and effectively as Trustor might do, including, without limitation, (A) upon written notice to Trustor, the exercise of voting rights with respect to voting securities, which rights may be exercised, if Beneficiary so elects, with a view to causing the liquidation of assets of the issuer of any such securities, and (B) the execution, delivery and recording, in connection with any sale or other disposition of any Personal Property, of the endorsements, assignments or other instruments of conveyance or transfer with respect to such Personal Property; and

(2) To the extent that Trustor's authorization given in *Section 6(b)* is not sufficient, to file such financing statements with respect hereto, with or without Trustor's signature, or a photocopy of this Deed of Trust in substitution for a financing statement, as Beneficiary may deem appropriate and to execute in Trustor's name such financing statements and amendments thereto and continuation statements which may require Trustor's signature.

(i) Ratification by Trustor. To the extent permitted by law, Trustor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and is irrevocable.

(ii) No Duty on Beneficiary. The powers conferred on Beneficiary hereunder are solely to protect its interests in the Personal Property and shall not impose any duty upon it to exercise any such powers. Beneficiary shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees or agents shall be responsible to Trustor for any act or failure to act, except for Beneficiary's own gross negligence or willful misconduct.

(b) Remedies Upon an Event of Default.

(i) Remedies. If an Event of Default shall have occurred and be continuing, in addition to the remedies provided in *Article 4* hereof, Beneficiary, without any other notice to or demand upon Trustor, shall have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a Beneficiary or secured party under the Utah Uniform Commercial Code and any additional rights and remedies which may be available at law or in equity.

(ii) Proceeds of Dispositions; Expenses. Trustor shall pay to Beneficiary on demand any and all expenses, including reasonable attorneys' fees and disbursements, incurred or paid by Beneficiary in protecting, preserving or enforcing Beneficiary's rights and remedies under or in respect of any of the Obligations or any of the Personal Property and arising from the discharge of all impositions, liens and encumbrances, and claims thereof, if any, on the Personal Property prior to the security interest granted herein (except any impositions or liens and encumbrances subject to which such sale shall have been made). After deducting all of said expenses, the

residue of any proceeds of collection or sale or other disposition of the Personal Property shall, to the extent actually received in cash, be applied to the payment of the Obligations in such order or preference as Beneficiary may determine, proper allowance and provision being made for any Obligations not then due. Upon the final payment and satisfaction in full of all of the Obligations and after making any payments required by Sections 9a-608(a)(1)(C) or 9a-615(a)(3) of the Utah Uniform Commercial Code, any excess shall be returned to Trustor. In the absence of final payment and satisfaction in full of all of the Obligations, Trustor remains liable for any deficiency. Until paid, all amounts due and payable by Trustor hereunder is a debt secured by the Trust Estate and bears, whether before or after judgment, interest at the Default Rate.

(d) Successive Remedies. Beneficiary has the right to enforce one or more remedies hereunder, successively or concurrently, and such action does not estop or prevent Beneficiary from pursuing any further remedy that it may have.

ARTICLE 7: GENERAL PROVISIONS

(a) Notices. All notices and other communications required to be given under this Deed of Trust shall be given in writing and shall be delivered in person, or by first class, postage prepaid, addressed as follows:

If to Trustor:

Richard and Carisa Hipwell
111 N. 3600 W.
Ogden, Utah 84404

If to Beneficiary:

Glacier Rock Investments, LLC
Attn: Richard Saunders
5120 S. 375 E., Ste. A
Ogden, UT 84405

Such notice shall be deemed to have been given when delivered in person or two (2) days after deposit of the notice in the United States mail in the manner provided above. Any party may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications directed to it shall be sent.

(b) Forbearance by Beneficiary Not a Waiver. Any forbearance by Beneficiary in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

(c) Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Beneficiary. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note, and secured by this Deed of Trust, shall be paid to the entity legally entitled thereto.

(d) Severability. If any provision of this Deed of Trust shall be held or deemed to be or shall, in fact, be illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions contained in this Deed of Trust or render the same invalid, inoperative, or unenforceable to any extent whatever.

(e) Governing Law. This Deed of Trust shall be governed exclusively by and construed in accordance with the applicable laws of the State of Utah, without giving effect to its conflict of laws principles.

(f) Provisions Subject to Applicable Law. All rights, powers and remedies provided in this Deed of Trust may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Deed of Trust invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Deed of Trust or any application thereof shall be invalid or unenforceable, the remainder of this Deed of Trust and any other application of the term shall not be affected thereby.

(g) Interpretation. Whenever the context shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The section headings contained in this Deed of Trust are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any provisions hereof.

(h) Assignment/ Binding Effect. This Deed of Trust shall be binding upon Trustor and may not be assigned without a written consent executed by Beneficiary. This Deed of Trust shall inure to the benefit of Beneficiary, and Beneficiary's successors and assigns, and the holders of any of the Obligations secured hereby.

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

[Remainder of Page Intentionally Omitted]

IN WITNESS WHEREOF, this Deed of Trust has been executed the date and year first above written.

"Trustor"

Richard Hipwell

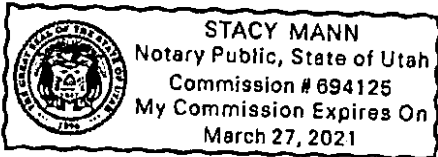
RICHARD HIPWELL, an individual

Carisa Hipwell

CARISA HIPWELL, an individual

STATE OF UT)
COUNTY OF Weber : ss.
)

The foregoing instrument was acknowledged before me this 26th day of August, 2020, by Richard Hipwell, an individual.

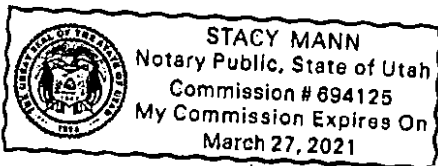


SEAL

Stacy Mann
NOTARY PUBLIC

STATE OF Ut)
COUNTY OF Weber : ss.
)

The foregoing instrument was acknowledged before me this 28th day of August, 2020, by Carisa Hipwell, an individual.



SEAL

Stacy Mann
NOTARY PUBLIC

EXHIBIT A

Legal Description of the Property

The Property is located in the Weber County, State of Utah, and is more particularly described as follows:

WEBER COUNTY RECORDER / SURVEYOR
OWNERSHIP / DESCRIPTION REPORT

150280053

SERIAL NUMBER: 15-028-0053

PRIOR SERIAL NUMBER(S):

(15-028-0002)

EH 3081610 PG 12 OF 14

OWNER: HIPWELL, RICHARD & WF
CARISA HIPWELL

MAILING ADDRESS:

111 N 3600 W
OGDEN UT

844049578

TAX UNIT
516

CHANGE DATES:
Name: 25-JUL-2019
Tax Unit: 15-MAY-2019

PROPERTY ADDRESS:

ADDITIONAL NAMES:

CURRENT REFERENCES:

Seq	EntryNbr	Book	Page	Kind of Instrument	Deed Date	Recorded Date
1	2980231			WARRANTY DEED JT	14 / 05 / 2019	15-MAY-2019

COMMENTS:

DESCRIPTION OF PROPERTY: As Of: 15-MAY-2019 Change Year/Code: 2019 ORIG ACRES: 9.56

PARCEL OF LAND BEING PART OF AN ENTIRE TRACT OF PROPERTY, PART OF THE EAST HALF OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING 300.50 FEET EAST FROM THE SOUTHWEST CORNER OF THE NORTHEAST CORNER OF SAID SECTION 9, THENCE RUNNING NORTH 0D52'00" EAST 413.00 FEET ALONG A FENCE, THENCE SOUTH 85D00'00" EAST 416.50 FEET, THENCE SOUTH 83D10'00" EAST 600.00 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 9, THENCE SOUTH ALONG SAID LINE TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, THENCE WEST 407.5 FEET, THENCE SOUTH 0D56'30" WEST 1569.48 FEET TO NORTH LINE OF THE MCFARLAND SUBDIVISION, THENCE NORTH 89D03'30" WEST 30.00 FEET ALONG SAID NORTH LINE, THENCE NORTH 0D56'30" EAST 1571.46 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9, THENCE WEST 579.44 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 9.56 ACRES OR 416381 SQUARE FEET IN AREA. E# 2980231

*** RUN DATE: 01-SEP-2020 01:57 PM ***

WEBER COUNTY RECORDER / SURVEYOR
OWNERSHIP / DESCRIPTION REPORT

SERIAL NUMBER: 15-028-0054

150280054

PRIOR SERIAL NUMBER(S):

(15-028-0002)

E# 3081610 PG 13 OF 14

OWNER: HIPWELL, RICHARD V & WF
CARISA HIPWELL
MAILING ADDRESS: 111 N 3600 W
OGDEN UT

TAX UNIT
516

CHANGE DATES:
Name: 25-JUL-2019
Tax Unit: 15-MAY-2019

844049578

PROPERTY ADDRESS:

ADDITIONAL NAMES:

CURRENT REFERENCES:

Seq	EntryNbr	Book	Page	Kind of Instrument	Deed Date	Recorded Date
1	2980232			WARRANTY DEED	14 / 05 / 2019	15-MAY-2019

COMMENTS:

DESCRIPTION OF PROPERTY: As Of: 15-MAY-2019 Change Year/Code: 2019 ORIG ACRES: 1.84

PARCEL OF LAND, BEING PART OF AN ENTIRE TRACT OF PROPERTY, PART OF THE EAST HALF OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF THE HIPWELL SUBDIVISION BEING 1756.48 FEET NORTH 89D26'19" WEST ALONG THE SOUTH LINE OF SAID SECTION 9 AND 362.31 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID SECTION 9, THENCE RUNNING NORTH 89D26'19" WEST 209.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, THENCE NORTH 0D56'30" EAST 398.00 FEET, THENCE SOUTH 89D26'19" EAST 197.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF 3600 WEST STREET, THENCE ALONG THE SAID WESTERLY RIGHT OF WAY LINE OF 3600 WEST STREET THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) SOUTH 0D56'30" WEST 86.640 FEET (2) ALONG AN ARC 150.80 FEET OF A 1894.06 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS SOUTH 1D20'21" EAST 150.760 FEET (3) ALONG AN ARC 150.80 FEET OF A 1894.06 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARS SOUTH 1D20'21" EAST 150.76 FEET (4) SOUTH 0D56'33" WEST 10.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 1.84 CH ACRES OR 80332 SQUARE FEET IN AREA. E# 2980232

*** RUN DATE: 01-SEP-2020 01:58 PM ***

WEBER COUNTY RECORDER / SURVEYOR
OWNERSHIP / DESCRIPTION REPORT

SERIAL NUMBER: 15-028-0034

150280034

PRIOR SERIAL NUMBER(S):

(15-028-0002)

E# 3081610 PG 14 OF 14

OWNER: HIPWELL, RICHARD V & WF
CARISA L HIPWELL

MAILING ADDRESS:

111 N 3600 W
OGDEN UT

84404

TAX UNIT
516

CHANGE DATES:
Name: 12-MAY-2000
Tax Unit: 01-AUG-2017

PROPERTY ADDRESS:
111 N 3600 W
OGDEN

84404

ADDITIONAL NAMES:

CURRENT REFERENCES:

Seq	EntryNbr	Book	Page	Kind of Instrument	Deed Date	Recorded Date
1	1705635	2072	0507	QUIT CLAIM DEED JT	05 / 05 / 2000	12-MAY-2000

COMMENTS:

DESCRIPTION OF PROPERTY: As Of: 06-SEP-1996 Change Year/Code: 1996 ORIG -ACRES: 1.85

ALL OF LOT 1, HIPWELL SUBDIVISION, WEBER COUNTY, UTAH.

*** RUN DATE: 01-SEP-2020 01:55 PM ***