



\*W2823237\*

WHEN RECORDED, MAIL TO:  
Howard J. Schmidt  
P.O. Box 95410  
South Jordan, UT 84095

E# 2823237 PG 1 OF 5  
Leann H. Kilts, WEBER COUNTY RECORDER  
27-Oct-16 11:37 AM FEE \$18.00 DEP KL  
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY  
ELECTRONICALLY RECORDED

File No.: 88146-JF

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## DEED IN LIEU OF FORECLOSURE

Dusty Shipp (also known as Dusty D. Shipp), whose address is 959 Montrose Lane, Elko, NV 89801 ("Grantor"), hereby CONVEYS to Eden Valley Development, LLC, a Utah limited liability company, whose address is 9300 South Redwood Road, Willow Cove, West Jordan, UT 84088 ("Grantee"), for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described real property, together with all appurtenances thereto and all improvements now or hereafter located thereon, situated in Weber County, State of Utah (the "Property"), more particularly described as follows:

See "**EXHIBIT A**" attached hereto

Parcel No. 22-021-0127

This Deed in Lieu of Foreclosure (the "Deed") is an absolute conveyance, Grantor having sold the Property to Grantee for fair and adequate consideration. This Deed conveys to Grantee any and all right, title and interest of Grantor in the Property. Grantor declares that this conveyance is freely and fairly made, and that there are no agreements, oral or written, other than this Deed between Grantor and Grantee with respect to the Property.

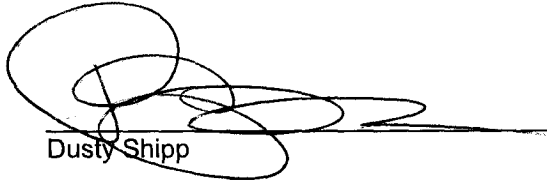
Grantee is the holder of the beneficial interest under that Third Deed of Trust with Power of Sale (the "Mortgage") dated September 11, 2014, executed by Grantor in favor of Cottonwood Title Insurance Agency, Inc., as Trustee, and Grantee, as Beneficiary; said Mortgage having been recorded on September 18, 2014, in the office of the County Recorder of Weber County, State of Utah, as Entry No. 2703110. The parties hereto do not intend a merger of Grantee's interest under said Mortgage with the fee title acquired under this Deed.

Grantor is not acting under any misapprehension as to the legal effect of this Deed, nor under any duress, undue influence or misrepresentation of the Grantee, its agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made in accord with the Estoppel Affidavit attached hereto as **EXHIBIT B**.

Grantor agrees and acknowledges that its entry into this Deed and the other documents contemplated hereby shall not result in a merger of Assignee's interest under the Mortgage with Grantee's interest under the Deed. The terms, covenants, representations, and warranties of this agreement shall not merge into the Deed but shall survive the close of the transaction contemplated hereby.

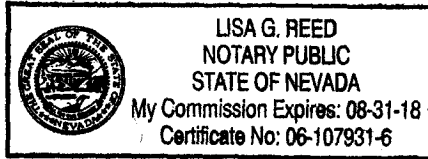
*[signatures and acknowledgements on the following page]*

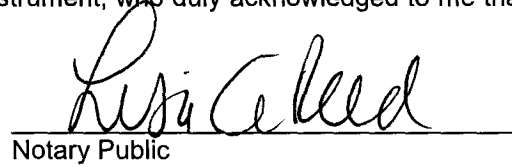
IN WITNESS WHEREOF, the Grantor has executed this Deed this 24<sup>th</sup> day of October, 2016.

  
Dusty Shipp

State of Nevada )  
County of Elko ) :ss

On the 24<sup>th</sup> day of October, 2016, personally appeared before me Dusty Shipp the above named person(s) and the signers of the within instrument, who duly acknowledged to me that they executed the same.



  
Notary Public

**EXHIBIT A**

Beginning at a point which is South 0°27'53" West 163.52 feet along the section line from the Northeast corner of Section 27, Township 7 North, Range 1 East, Salt Lake Base and Meridian and running thence South 0°27'53" West 2,464.42 feet along said section line to the East quarter corner of said section 27; thence South 0°22'02" West 650.86 feet along the section line; thence North 89°37'27" West 1,784.96 feet to the East line of Anderson Acres Subdivision; thence North 16°33'00" West 368.09 feet along said subdivision; thence North 530.00 feet to the Northeast corner of the Roads property; thence West 752.22 feet to a point which is North 0°16'53" East 223.16 feet along the quarter section line from the center of said Section 27; thence North 0°16'53" East 2,260.99 feet along said quarter section line to a point which is South 0°16'53" West 162.04 feet along said quarter section line from the North quarter corner of said section 27; thence South 89°07'48" East 2,655.32 feet along the extended South boundary of Elkhorn Subdivision to the point of beginning.

LESS AND EXCEPTING THEREFROM the following:

A part of the Northeast quarter of Section 27, Township 7 North, Range 1 East, Salt Lake Base & Meridian beginning at a point on the South line of Elk Horn Subdivision Phase 2, said point being South 00°27'53" West along the section line 163.52 feet and North 89°07'48" West 806.75 feet from the Northeast corner of said Section 27, Township 7 North, Range 1 East, Salt Lake Base and Meridian; thence the following courses: South 229.52 feet to a tangent curve; thence Southwesterly 340.16 feet along said curve to the right a tangent line (R=270.00', Delta=72°10'58", T= 196.83', CH=318.10', CHB=South 36°05'32" West); thence South 72°11'05" West 197.69 feet to a tangent curve; thence Southwesterly 126.01 feet along said curve to the left to a non-tangent line (R=255.00', Delta=28°18'49", T=64.32', CH=124.73, CHB=South 58°01'40" West); thence North 36°56'23" West 232.69 feet; thence North 65°54'36" West 539.55 feet; thence North 67°23'35" West 604.22 feet; thence South 89°07'48" East 1671.79 feet along an extension of Elk Horn Phase 2 South line and along said subdivision to the point of beginning. (Town Homes Parcel)

ALSO LESS AND EXCEPTING THEREFROM the following:

Eagles Landing at Wolf Creek Subdivision Phase 1, Golf Course Area Parcel 1, Golf Course Area Parcel 2 and Golf Course Area Parcel 3.

**EXHIBIT B**

**Deed In Lieu of Foreclosure Affidavit and Estoppel Certificate**

State of NEVADA )  
 )  
 :ss  
County of ELKO )

Dusty Shipp (also known as Dusty D. Shipp), being duly sworn, deposes and says:

That undersigned Grantor made, executed, and delivered that certain Deed in Lieu of Foreclosure (the "Deed") to Eden Valley Development, LLC, a Utah limited liability company ("Grantee") dated the 24th day of October, 2016, conveying the following described property, more particularly described as follows:

See "EXHIBIT A" attached hereto

(the "Premises").

That the undersigned makes this Affidavit for and on behalf of the Grantor.

That the Deed is intended to be and is an absolute conveyance of the title to the Premises to the Grantee, and it was not and is not intended as a mortgage, trust conveyance, or security device of any kind; that it is the intention of the Grantor that the Deed unconditionally and absolutely convey to the Grantee all of the Grantor's right, title, and interest in and to the Premises; that the Grantor has no right, option or obligation to redeem the Premises or to acquire, reacquire or repurchase any portion of the Premises or any rights or interests with respect thereto.

That Grantor has vacated the Premises, and possession of the Premises has been surrendered to the Grantee.

That the Deed was not given as a fraudulent transfer or preference against any other creditors of the Grantor; that at the time it was given, there was no other persons or entities, other than the Grantee, interested, either directly or indirectly in the Premises; that the Grantor is solvent and has no other creditors whose rights would be prejudiced by such conveyance, and that the Grantor is not obligated upon any debt or other mortgage whereby any lien has been created or exists against the Premises, except as set forth on the current title commitment for the Premises.

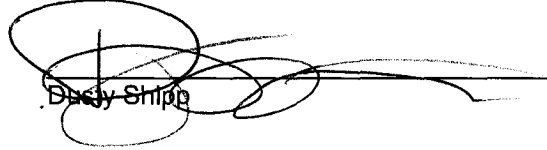
That in the execution and delivery of the Deed the Grantor fully understands the effects thereof, and acted freely and voluntarily, and was not acting under coercion, duress or undue influence.

That the consideration for the Deed was and is the full and unconditional release and cancellation of all debts, liabilities, obligations, costs, and charges owed by the undersigned, and all guarantors, if any, and secured by that certain Third Deed of Trust (with Power of Sale) encumbering the Premises, executed by Dusty Shipp to Bank of Utah, dated the 11<sup>th</sup> day of September, 2014 and recorded September 18, 2014 as Entry No. 2703110 of the official records of Weber County, Utah (the "Mortgage") and the release of record of the Mortgage; and that at the time of the making the Deed, the outstanding debt owed by the Grantor to the Grantee equaled or exceeded the fair market value of the Premises.

That this Affidavit and Estoppel Certificate is made for the protection and benefit of Cottonwood Title Insurance Agency, Inc. and the Grantee, its successors and assigns, with knowledge and intention that they will rely hereon.

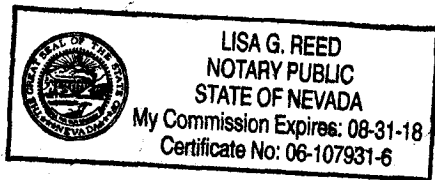
That the undersigned will testify, declare, depose, and certify before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted to the truth of the particular facts hereinabove set forth.

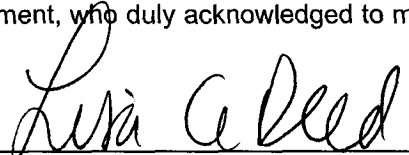
That the undersigned has executed this Affidavit and Estoppel Certificate as an individual, and if Grantor is an entity, also for and on behalf of said Grantor pursuant to the appropriate authorization of said Grantor.

  
Dusty Shipp

State of Nevada )  
County of Clark ) :ss

On the 24th day of Nevada, 2016, personally appeared before me Dusty Shipp the above named person(s) and the signers of the within instrument, who duly acknowledged to me that they executed the same.



  
\_\_\_\_\_  
Notary Public



\*W2579354\*

Eden Valley Development, LLC  
PO Box 95410  
South Jordan, Utah 84095

EH 2579354 PG 1 OF 4  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
01-JUN-12 258 PM FEE \$18.00 DEP JKC  
REC FOR: EDEN VALLEY DEVELOPMENT

# Cottonwood Title

File No. JIMTEST-AA

## QUIT CLAIM DEED

*WR*  
Wolf Creek Properties, LC  
GRANTOR(S) of ~~Eden Valley Development, LLC~~, State of Utah, hereby Quit-claims to  
Eden Valley Development, LLC

GRANTEE(S) of South Jordan, State of Utah  
for the sum of Ten and no/100 (\$10.00) DOLLARS  
and other good and valuable consideration, the following described tract of land in Weber  
County, State of Utah:

- All of Parcel 1, Limited Open Space Area, Golf Course Area Parcel 1.
- All of Parcel 2, Limited Open Space Area, Golf Course Area Parcel 2.
- All of Parcel 3, Limited Open Space Area, Golf Course Area Parcel 3.

*WR WR* See also attached Exhibit "A"

TAX ID NUMBER 22-280-0001, 22-284-0001, 22-283-0001 (for reference purposes only)

Together with all improvements and appurtenances restrictions and reservations of record and those enforceable in law and equity.

SUBJECT TO: Property taxes for the year and thereafter; covenants, conditions, restrictions and easements apparent or of record; all applicable zoning laws and ordinances.

Dated this day of June, 2012.

*WR WR*  
Wolf Creek Properties, LLC

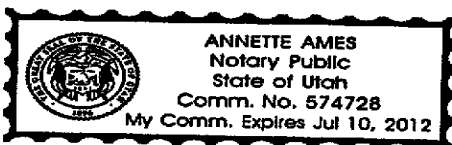
BY: *Robert Thomas*  
Robert Thomas, Member of  
Reorganized Debtor Subcommittee

State of Utah

County of *Weber*

On the day of June, 2012, personally appeared before me *Robert Thomas*, who  
acknowledged himself/herself to be the *Member of Reorganized Debtor Subcommittee* of Wolf Creek Properties, LLC, a limited liability  
company, and that he/she, as such *Member of Reorganized Debtor Sub*, being authorized so to do,  
executed the foregoing instrument for the purposes therein contained.

*Annette Ames*  
Notary Public



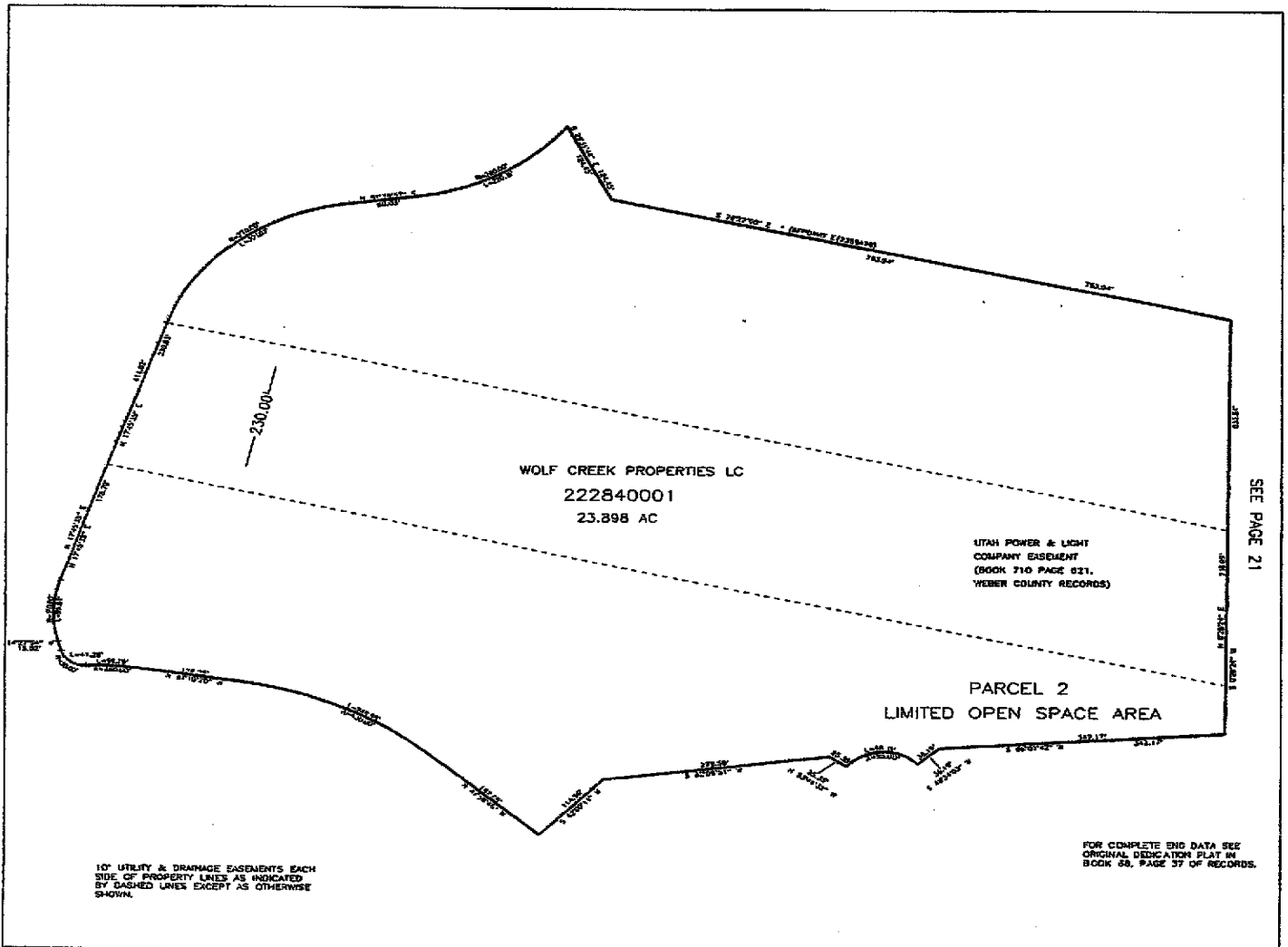


PART OF THE NE.1/4, OF SECTION 27, T.7N., R.1E., S.L.B. & M.  
GOLF COURSE AREA PARCEL 2

284

TAXING UNIT: 203

IN WEBER COUNTY  
SCALE 1" = 1:100'





PART OF THE E.1/2, OF SECTION 27, T.7N., R.1E., S.L.B. & M.  
GOLF COURSE AREA PARCEL 3

283

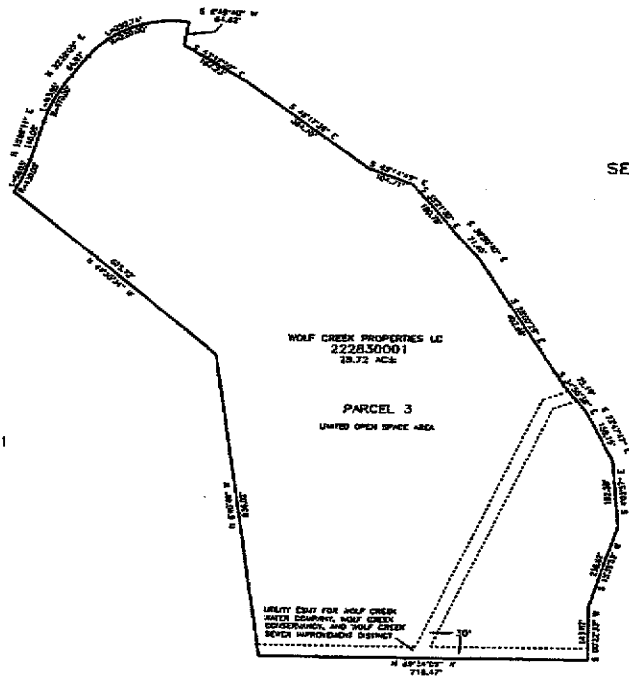
TAXING UNIT: 203

IN WEBER COUNTY  
SCALE 1" = 200'

SEE PAGE 21

SEE PAGE 21

SEE PAGE 21



SEE PAGE 21

