



ENT 11979:2021 PG 1 of 6
 ANDREA ALLEN
 UTAH COUNTY RECORDER
 2021 Jan 21 1:25 pm FEE 40.00 BY CS
 RECORDED FOR WILSON, STEVE

TRUST DEED
 With Assignment of Rents
 General

THIS TRUST DEED, made this 20th day of January, 2021, between Sunrise Ranch Mapleton, LLC, a Utah limited liability company, and Heath Johnston, an individual, jointly and severally, 947 South 500 East, Suite 100, American Fork, Utah, as TRUSTOR, Thomas J. Scribner, Esq. of the law firm of Scribner Law, P.C., 825 North 900 West, Orem, Utah, 84057, as TRUSTEE, and Landtek, LLC, a Utah limited liability company, 1607 East 1510 South, Spanish Fork, UT 84660, as BENEFICIARY.

WITNESSETH: That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property, situated in Utah County, State of Utah:

See Exhibit "A"

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 a promissory note of even date herewith, in the principal sum of SIX MILLION FOUR HUNDRED NINETY-THREE THOUSAND EIGHTTY-THREE AND NO/100THS United States Dollars (\$6,493,083.00), made by Trustor, payable to the order of 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 each agreement of Trustor herein contained; (3) the payment of such additional loans or advances as hereafter may be made to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Trust Deed; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, 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; 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 enumerations herein not excluding the general.

2. Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

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 at least 10 days before delinquency all taxes and assessments affecting said property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with said property; to pay, when due, all encumbrances, charges, and liens with interest, on said property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses of the Trust.

6. 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; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights of 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 ten per cent (10%) per annum 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 or 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 expense 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 person 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) 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 or facts shall be conclusive proof of 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 to collect, shall be, or be construed to be, and affirmation by Beneficiary of any tenancy, lease or option, not an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.

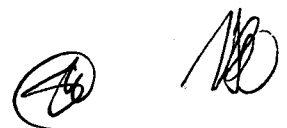
11. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

12. 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, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, 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 of parcel thereof is situated. Beneficiary also shall deposit with trustee, the note and all documents evidencing expenditures secured hereby.

13. Upon the occurrence of any default 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 proceeding all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

16. 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.

17. 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 pledgee, of the note



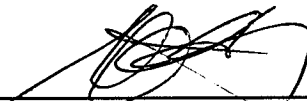
secured hereby. In this Trust Deed, whenever the context requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

18. 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.

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

20. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

SUNRISE RANCH MAPLETON, LLC




By: HEATH JOHNSTON
Its: Manager

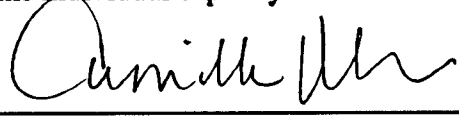


HEATH JOHNSTON, individually

STATE OF UTAH)
)
COUNTY OF Utah) :\$\$

On the 20th day of January, 2021, personally appeared before me Heath Johnston, who being by me duly sworn, says that he is the Manager of Sunrise Ranch Mapleton, LLC, the company that executed the above and foregoing instrument and that said instrument was signed in behalf of said company by authority of its Operating Agreement and said Mr. Johnston acknowledged to me that said company executed the same. In addition, Mr. Johnston also signed in his individual capacity as well.

 CAMILLE WINN
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 706778
COMM. EXP. 06-13-2023



NOTARY PUBLIC

My Commission Expires:

REQUEST FOR FULL RECONVEYANCE

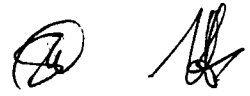


Exhibit "A"

Tax ID# 26:56:0051

Legal Description: COM S 89 DEG 58' 51" W 158.52 FT & N 188.81 FT FR S 1/4 COR. SEC. 9, T8S, R3E, SLB&M.; ALONG A CURVE TO R (CHORD BEARS: N 60 DEG 59' 18" W 103.89 FT, RADIUS = 516.14 FT); N 55 DEG 12' 44" W 59.54 FT; ALONG A CURVE TO L (CHORD BEARS: S 79 DEG 47' 16" W 21.21 FT, RADIUS = 15 FT); N 55 DEG 12' 44" W 20 FT; S 34 DEG 47' 16" W 81.5 FT; N 55 DEG 12' 44" W 175.19 FT; N 0 DEG 26' 21" E 116.5 FT; ALONG A CURVE TO L (CHORD BEARS: N 69 DEG 43' 46" W 85.9 FT, RADIUS = 217 FT); ALONG A CURVE TO L (CHORD BEARS: S 49 DEG 38' 50" W 22.71 FT, RADIUS = 15 FT); N 86 DEG 26' 54" W 40.06 FT; ALONG A CURVE TO L (CHORD BEARS: N 44 DEG 33' 39" W 21.21 FT, RADIUS = 15 FT); N 89 DEG 33' 39" W 797 FT; N 0 DEG 26' 21" E 66 FT; S 89 DEG 33' 39" E 54.63 FT; N 0 DEG 26' 21" E 93.61 FT; N 89 DEG 57' 33" E 831.88 FT; ALONG A CURVE TO R (CHORD BEARS: S 72 DEG 37' 35" E 149.64 FT, RADIUS = 249.99 FT); S 55 DEG 12' 44" E 439.93 FT; S 18 DEG 56' 30" W 80.57 FT; ALONG A CURVE TO R (CHORD BEARS: S 65 DEG 11' 42" W 21.68 FT, RADIUS = 15 FT); S 26 DEG 42' 49" W 66.14 FT TO BEG. AREA 5.870 AC.

Tax ID# 26:056:0052

Legal Description: COM S 89 DEG 58' 51" W 857.45 FT & S 123.32 FT FR S 1/4 COR. SEC. 9, T8S, R3E, SLB&M.; ALONG A CURVE TO R (CHORD BEARS: S 81 DEG 0' 51" W 72.05 FT, RADIUS = 220 FT); N 89 DEG 33' 39" W 255.04 FT; ALONG A CURVE TO L (CHORD BEARS: S 85 DEG 57' 46" W 35.9 FT, RADIUS = 230 FT); N 0 DEG 26' 21" E 601.8 FT; S 89 DEG 33' 39" E 304.05 FT; ALONG A CURVE TO R (CHORD BEARS: S 44 DEG 33' 39" E 21.21 FT, RADIUS = 15 FT); S 0 DEG 26' 21" W 455.86 FT; ALONG A CURVE TO L (CHORD BEARS: S 9 DEG 51' 31" E 60.78 FT, RADIUS = 170 FT); S 29 DEG 4' 13" E 64.96 FT TO BEG. AREA 4.429 AC.

Tax ID# 26:056:0053

Legal Description: COM S 89 DEG 58' 51" W 1319.17 FT & S 175.17 FT FR S 1/4 COR. SEC. 9, T8S, R3E, SLB&M.; N 33 DEG 29' 53" W 40 FT; N 13 DEG 36' 29" W 20.45 FT; ALONG A CURVE TO R (CHORD BEARS: N 23 DEG 12' 10" W 57.58 FT, RADIUS = 310.71 FT); W 97.88 FT; N 8 DEG 3' 1" W 83.29 FT; N 0 DEG 26' 21" E 455.35 FT; S 89 DEG 33' 39" E 259.95 FT; S 0 DEG 26' 21" W 548.27 FT; S 0 DEG 26' 21" W 53.53 FT; ALONG A CURVE TO L (CHORD BEARS: S 68 DEG 59' 39" W 99.5 FT, RADIUS = 230 FT); S 56 DEG 30' 7" W 8.17 FT TO BEG. AREA 3.444 AC.

Tax ID# 27:006:0048

Legal Description: COM S 89 DEG 58' 51" W 1368.74 FT & S 69 FT FR N 1/4 COR. SEC. 16, T8S, R3E, SLB&M.; ALONG A CURVE TO L (CHORD BEARS: S 23 DEG 12' 10" E 57.58 FT, RADIUS = 310.71 FT); S 13 DEG 36' 29" E 20.45 FT; S 56 DEG 30' 37" W 749.94 FT; ALONG A CURVE TO L (CHORD BEARS: S 39 DEG 5' 16" W 29.86 FT, RADIUS = 49.89 FT); N 69 DEG 26' 3" W 138.25 FT; N 56 DEG 30' 7" E 782.39 FT; N 8 DEG 3' 1" W 29.79 FT; E 97.88 FT TO BEG. AREA 1.977 AC.

Exhibit "A"

Tax ID# 26:059:0095

Legal Description: COM S 297.27 FT & W 2359.13 FT FR S 1/4 COR. SEC. 9, T8S, R3E, SLB&M.; N 85 DEG 47' 28" E 143.06 FT; S 65 DEG 53' 4" E 56.24 FT; N 53 DEG 14' 9" E 32 FT; S 29 DEG 48' 30" E 48.12 FT; S 51 DEG 7' 57" E 78.44 FT; S 4 DEG 12' 32" E 142.11 FT; S 55 DEG 50' 41" E 90.85 FT; S 65 DEG 56' 16" E 74.31 FT; S 70 DEG 54' 38" E 97.46 FT; S 9 DEG 33' 41" E 15.16 FT; ALONG A CURVE TO R (CHORD BEARS: N 85 DEG 13' 8" E 195.87 FT, RADIUS = 1168.61 FT); E 165.53 FT; ALONG A CURVE TO L (CHORD BEARS: N 77 DEG 42' 38" E 57.04 FT, RADIUS = 133.95 FT); ALONG A CURVE TO L (CHORD BEARS: N 0 DEG 1' 33" W 36.38 FT, RADIUS = 20 FT); N 24 DEG 31' 34" E 32 FT; S 65 DEG 28' 27" E 28.14 FT; ALONG A CURVE TO R (CHORD BEARS: S 32 DEG 44' 13" E 179.54 FT, RADIUS = 166.03 FT); S 45.93 FT; ALONG A CURVE TO L (CHORD BEARS: S 43 DEG 1' 53" E 20.47 FT, RADIUS = 14.99 FT); W 371.26 FT; ALONG A CURVE TO L (CHORD BEARS: S 70 DEG 55' 57" W 672.31 FT, RADIUS = 1029 FT); N 38 DEG 8' 7" W 56.19 FT; S 89 DEG 33' 36" W 68.15 FT; N 0 DEG 26' 24" W 236.25 FT; N 3 DEG 42' 1" W 283.29 FT; N 4 DEG 16' 54" E 141.21 FT TO BEG. AREA 7.834 AC.

Tax ID# 26-059-0089

Legal Description: COM S 17.18 FT & W 2338.22 FT FR S 1/4 COR. SEC. 9, T8S, R3E, SLB&M.; N 89 DEG 35' 30" E 245.15 FT; N 88 DEG 47' 56" E 30 FT; S 62 DEG 48' 36" E 916.13 FT; S 4 DEG 58' 32" W 95.81 FT; N 89 DEG 36' 33" E 174.07 FT; S 1 DEG 23' 15" W 47.44 FT; E 84.09 FT; S 0 DEG 34' 32" W 206.05 FT; W 237.48 FT; ALONG A CURVE TO R (CHORD BEARS: N 45 DEG 0' 0" W 21.21 FT, RADIUS = 15 FT); N 45.93 FT; ALONG A CURVE TO L (CHORD BEARS: N 32 DEG 44' 13" W 179.54 FT, RADIUS = 166 FT); N 65 DEG 28' 26" W 28.14 FT; S 24 DEG 31' 34" W 32 FT; ALONG A CURVE TO R (CHORD BEARS: S 0 DEG 1' 34" E 36.38 FT, RADIUS = 20 FT); ALONG A CURVE TO R (CHORD BEARS: S 77 DEG 42' 39" W 57.04 FT, RADIUS = 134 FT); W 165.53 FT; ALONG A CURVE TO L (CHORD BEARS: S 85 DEG 13' 8" W 195.87 FT, RADIUS = 1175 FT); N 9 DEG 33' 43" W 15.16 FT; N 70 DEG 54' 37" W 97.46 FT; N 65 DEG 56' 17" W 74.31 FT; N 55 DEG 50' 41" W 90.85 FT; N 4 DEG 12' 32" W 142.11 FT; N 51 DEG 7' 56" W 78.44 FT; N 29 DEG 48' 31" W 48.12 FT; S 53 DEG 14' 8" W 32 FT; N 65 DEG 53' 4" W 56.24 FT; S 85 DEG 47' 28" W 143.07 FT; N 4 DEG 16' 54" E 280.91 FT TO BEG. AREA 10.514 AC.