

Trust Deed Page 1 of 11
Gary Christensen Washington County Recorder
12/06/2021 01:16:04 PM Fee \$40.00 By
VANGUARD TITLE INSURANCE AGENCY, LLC -
ST. GEORGE 1

Filed for record at request of:
Altbank, Division of Glacier Bank
2176 N Main
North Logan, UT 84341

7154-KB

After recording, return to:
Altbank, Division of Glacier Bank
Attn: Dustin Ward
2176 N. Main
North Logan, UT 84341

Tax Serial Number: **SG-AUB-20-2**
Loan Number: **30639306-1001**
All of Lot 2, Auburn Hills Phase 20

**SHORT FORM DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF
LEASES AND RENTS, ASSIGNMENT OF PERMITS, CONTRACTS AND PLANS AND
FIXTURE FILING (Utah)**

NOTICE TO RECORDER: THIS DOCUMENT INCLUDES A FIXTURE FILING AND SHOULD BE FILED AND INDEXED IN THE REAL ESTATE RECORDS NOT ONLY AS A DEED OF TRUST, BUT ALSO AS A FIXTURE FILING.

THIS SHORT FORM DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, ASSIGNMENT OF PERMITS, CONTRACTS AND PLANS AND FIXTURE FILING (this "*Short Form Deed of Trust*") dated this 2nd day of December, 2021, is made by and among VHD, LLC, a Utah limited liability company ("*Borrower*"), whose address is 50 East 2500 North, Suite 101, North Logan, Utah 84341; Visionary Desert Color Condominiums, LLC, a Utah Limited Liability Company ("*Additional Grantor*"), whose address is 50 East 2500 North Suite 101, North Logan, UT 84341; ALTABANK, Division of Glacier Bank ("*Trustee*"), whose address is 2176 N Main, North Logan, Utah 84341; and ALTABANK, Division of Glacier Bank, its successors, participants, and assigns ("*Beneficiary*"), whose address is 2176 N. Main, North Logan 84341. Borrower and Additional Grantor are referred to herein individually and collectively as "*Grantor*."

Notice to Grantor: This Short Form Deed of Trust incorporates all of the terms and provisions of the Master Form Deed of Trust (as defined below) recorded on September 2, 2021, in the county recorder for Washington County, State of Utah as Entry No. 20210058538, in Book NA, at Pages 1 thru 31.

Notice to Grantor: The Note (as defined below) secured by this Short Form Deed of Trust contains provisions for a variable interest rate and includes a revolving line of credit. Under the revolving line, Beneficiary will make Allocations (as defined in the Loan Agreement identified below) and advances thereunder, which may be repaid and subsequently re-advanced, subject to

the terms and conditions of the Loan Agreement and Note (as defined below) and the other Loan Documents referenced below. The unpaid balance may from time to time be reduced to zero. A zero balance does not terminate the revolving line and the lien of this Short Form Deed of Trust will remain in full force notwithstanding such reductions. However, nothing herein shall be construed as obligating Beneficiary to make any future advance to Borrower.

RECITALS

A. WHEREAS, Borrower desires to obtain an Allocation from Beneficiary pursuant to the Note and the Loan Agreement (defined below);

B. WHEREAS, Grantor desires to convey certain real property in trust to secure certain obligations, owing to, or to become owing to, Beneficiary including, without limitation, under the Note and the Loan Agreement;

C. WHEREAS, Grantor also desires to grant a security interest in certain personal property to also secure certain obligations owing to, or to become owing to, Beneficiary including, without limitation, the Note and the Loan Agreement:

D. WHEREAS, Grantor is executing this Short Form Deed of Trust to convey certain real property into trust with power of sale, to grant a security interest in personal property and to make an assignment of rents and other rights and interests; and

E. WHEREAS, the parties desire that this Short Form Deed of Trust incorporate by reference and by law all of the terms and conditions set forth in that certain Master Form Deed of Trust, Security Agreement, Assignment of Leases and Rents, Assignment of Permits, Contracts and Plans and Fixture Filing (collectively), the "*Master Form Deed of Trust*") made in part pursuant to Utah Code Sections 57-3-201 through § 57-3-204, which instrument was recorded on September 2, 2021, in the county recorder for Washington County, State of Utah as Entry No. 20210058538, in Book NA, at Pages 1 thru 31.

CONVEYANCES, GRANTS, ASSIGNMENTS AND AGREEMENTS

NOW THEREFORE, for good and valuable consideration, the current receipt and reasonable equivalence of which are hereby acknowledged, and for the purpose of securing payment and performance of the Secured Obligations (as defined below), for the benefit of Beneficiary, Grantor hereby irrevocably and unconditionally grants, transfers, bargains, conveys and warrants, and assigns to Trustee, in trust, with power of sale and right of entry and possession, and grants a security interest in, all estate, right, title and interest that Grantor now has or may later acquire in and to the following property:

1. **Grant in Trust.** Grantor irrevocably mortgages, transfers and conveys to Trustee in trust with power of sale pursuant to Utah Code Section 57-1-1 *et seq.* all of Grantor's right, title and interest and claim in and to the property described in EXHIBIT A, which is attached hereto and incorporated herein by reference, and also in and to all improvements now or hereafter located thereon and all other real property pertaining thereto as described in the Master Form Deed of

Trust, including, without limitation, Article 1 of the Master Form Deed of Trust, which Master Form Deed of Trust is hereby restated and incorporated herein by reference (collectively, the "**Land**").

2. **Security Agreement.** Grantor hereby grants, mortgages, assigns, and pledges a security interest to Beneficiary in all of Grantor's present and future right, title, and interest, at law or in equity, in and to all personal property, including fixtures, pertaining or relating to the Land and to all other personal property described in the Master Form Deed of Trust, including, without limitation, Article 1 of the Master Form Deed of Trust, which Master Form Deed of Trust is restated and incorporated herein by reference (hereinafter, the "**Collateral**"). Without limiting the foregoing, the Collateral shall also include any of the following additional personal property of Grantor, to the extent not included in any of the Property described in Article 1 of the Master Form Deed of Trust, whether or not located on the Land: all inventory, equipment, accounts (including, without limitation, all healthcare insurance receivables), chattel paper, instruments (including, without limitation, all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including, without limitation, all software and all payment intangibles); all attachments, accessions, accessories, fitting, increases, tools, parts, repairs, supplies, and commingled goods relating to such property, and all additions, replacements of and substitutions for all or any part of such personal property; and all supporting obligations relating to the such personal property; all whether now existing or hereafter arising, whether now owned or hereafter acquired. It is intended that the recording of this Short Form Deed of Trust shall be effective as a "fixture filing" under Article 9 of the Utah Uniform Commercial (Utah Code Section 70A-9a-101 et seq.) with respect to any and all fixtures included within the Collateral and all goods or personal property that are now or may hereafter become affixed to the Land, and this Short Form Deed of Trust is to be filed and indexed in the real estate records not only as a deed of trust, but also as a fixture filing.

3. **Assignment of Leases and Rents.** Grantor hereby assigns and transfers to Beneficiary, pursuant to the Utah Uniform Assignment of Rents Act, (Utah Code Section 57-26-102), all of Grantor's right, title, and interest in and under all leases now or hereafter affecting the land (collectively, the "**Leases**"). This assignment of Leases is absolute, unconditional, and is made to the fullest extent provided for under the Utah Assignment of Rents Act, including, without limitation, with the right, but not the obligation, to collect all rents and profits of the Land under the Leases. The assignment of rents is subject to the further terms, conditions, covenants and restrictions set forth in Master Form Deed of Trust, including, without limitation, Section 3.1 of the Master Form Deed of Trust, which Master Form Deed of Trust is restated and incorporated herein by reference. The assignment of Leases in this Section constitutes an "assignment of rents" within the meaning of the Utah Uniform Assignment of Rents Act (Utah Code Section 57-26-101 et seq.).

4. **Assignment of Permits, Contracts and Plans.** Grantor hereby assigns and transfers to Beneficiary all of Grantor's right, title, and interest in and to and under any and all permits, approvals, commitments, designs, plans, specifications, construction, architectural and engineering contracts, subcontracts, surveys, appraisals, listing agreement together with all amendments, modifications, supplements, revisions, and addenda thereto (collectively, the

“Permits, Contracts and Plans”) subject to the terms, covenants and conditions in the master Form Deed of Trust, including, without limitation, Section 3.2 of the Master Form Deed of Trust, which Master Form Deed of Trust is restated and incorporated herein by reference.

5. **Obligations Secured.** Grantor makes the grant, conveyance, transfer, pledge, and assignment set forth in Section 1.1 of the Master Form Deed of Trust and the grants, conveyances, transfers, pledges, and assignments herein, and grants the security interest set forth herein for the purpose of securing the following obligations (the *“Secured Obligations”*) in any order of priority that Beneficiary may choose (specifically excluding, however, for purposes of establishing the Secured Obligations, any obligations of (a) Borrower or Grantor as a guarantor under any guaranty, (b) any other party as a guarantor under any guaranty of the Secured Obligations, or (c) Borrower, Grantor, or any other party as an indemnitor under any environmental or hazardous substances indemnity agreement related to the Land:

5.1. **Promissory Note.** Payment of all obligations at any time owing under that certain Revolving Promissory Note (Revolving Loan) payable by Borrower to the order of Beneficiary, dated August 27, 2021 (the *“Note”*), evidencing a revolving loan from Beneficiary to Borrower in the maximum outstanding principal amount of THIRTY MILLION DOLLARS and 00/100s (\$30,000,000.00) (the *“Loan”*), together with interest thereon at a variable rate, and any modifications, extensions, restatements, or renewals thereof, whether or not any such modification, extension, restatement, or renewal is evidenced by a new or additional promissory note or notes;

5.2. **Loan Documents.** Payment and/or performance of each and every other obligation of Borrower under the Note, each Short Form Deed of Trust granted by Borrower (and each Master Form Deed of Trust incorporated therein), the Second Amended and Restated Loan Agreement dated August 27, 2021 (the *“Loan Agreement”*) and all Allocations made thereunder, and all other documents evidencing, securing, or otherwise governing the Loan, and any and all amendments, restatements, modifications, and supplements thereto (the *“Loan Documents”*), the provisions of which are incorporated herein by this reference;

5.3. **Future Obligations.** Payment to Beneficiary of all future advances, indebtedness and further sums and/or performance of such further obligations as Grantor or the then record owner of the Land or the then owner of the balance of the Collateral may undertake to pay and/or perform (whether as principal, surety, or guarantor) for the benefit of Beneficiary when such borrowing and/or obligations are evidenced by a written instrument reciting that it or they are secured by a Short Form Deed of Trust incorporating the Master Form Deed of Trust;

5.4. **Other Obligations set forth in the Short Form Deeds of Trust.** Payment and performance of any other obligations specifically identified in one or more Short Forms of Trust, whether executed by Grantor, Borrower, or an Affiliate, including, without limitation, the obligations of Grantor under this Short Form Deed of Trust; and

5.5. **Modifications and Amendments.** Payment and performance of all modifications, amendments, extensions, restatement, and renewals, however evidenced, of any of the foregoing Secured Obligations.

All persons who may have or acquire an interest in all or any part of the Collateral will be considered to have notice of, and will be subject to, the terms of the Secured Obligations and each other agreement or instrument made or entered into in connection with each of the Secured obligations.

6. Incorporation of Other Terms, Conditions, and Covenants in the Master Form Deed of Trust. Grantor hereby agrees and covenants to all of the additional terms, conditions and covenants as set forth in the master Form Deed of Trust and all of the terms, conditions, and covenants set forth in the Master Form Deed of Trust and hereby restated and incorporated herein by reference.

7. Compliance with State Construction Registry Requirements. Grantor shall timely comply with all requirements of Utah Code Sections 38-1a-101 *et seq.* Grantor agrees that Beneficiary may file a notice of completion as contemplated by Utah Code Section 38-1a-507 in the State Construction Registry of the State of Utah (the "*State Construction Registry*"). Grantor shall cause Beneficiary to be named as a person interested in receiving electronic notices of all filings with respect to the construction of the improvements in the State Construction Registry in accordance with Utah Code Section 38-1a-204. Grantor shall also provide to Beneficiary copies of all preliminary notices or other notices filed by any contractor, subcontractor or supplier with respect to the construction of the improvements. Grantor shall file a notice of intent to obtain completion in the State Construction Registry when and if required by Utah Code Section 38-1a-506, and upon completion of the improvements, Grantor shall promptly file a notice of completion in the State Construction Registry as permitted by Utah Code Section 38-1a-507. In addition, Grantor shall take all other steps necessary under the laws of the state of Utah to prevent or shorten the time for the assertion of claims or liens against the Collateral or any part thereof or right of interest appurtenant thereto, or of claims against Beneficiary or any disbursements made hereunder.

8. Obligations of Grantor Joint and Several. If more than one person has executed this Short Form Deed of Trust as Grantor, the obligations of all such persons shall be joint and several hereunder.

9. Third Party Grantor Provisions.

9.1. All references in the Master Form Deed of Trust to Borrower's payment obligations to Beneficiary under the Note and Loan Agreement do not include Additional Grantor; provided, however, that so long as Additional Grantor retains fee title to any portion of the Collateral, all references to "Borrower" as owner of the Collateral, and all obligations relating to the Collateral, together with references to "Borrower" in the Loan Agreement, shall apply to Additional Grantor, and Additional Grantor hereby jointly and severally assumes all such obligations with Borrower.

9.2. At any time and in such manner and on such terms as it considers desirable, and with or without notice to Additional Grantor, Beneficiary may amend, modify, compromise, accelerate, extend, change the time or manner for payment, increase or reduce the rate of interest, release or add borrowers, guarantors, or Borrower, accept additional or substituted security, or release or subordinate any security for, the Secured obligations.

9.3. The relationship between Additional Grantor and Borrower is such each Grantor has access to all relevant facts and information concerning the Secured Obligations, the Collateral, and any other collateral for the Loan, and each Grantor agrees that Beneficiary has no duty or obligation to inform the other Grantor in any way about the other Grantor, the Collateral, any other collateral for the Loan or the Secured Obligations.

9.4. Each Grantor waives any right to require Beneficiary to proceed against the other Grantor or any other person or entity, or to proceed against or exhaust any other security held by it at any time, or to pursue any other remedy available to it; Grantor agrees that Beneficiary shall not be obligated to resort to any other security (including security given by Borrower or any guarantor) in any particular order, even if such action impairs or destroys any subrogation rights of Additional Grantor and/or any right of Additional Grantor to proceed against Borrower or any other person or entity for reimbursement.

10. Additional Representatives and Warranties. Additional Grantor makes all of the representations and warranties set forth in the Loan Agreement. In addition, Additional Grantor represents and warrants to Beneficiary that:

10.1. Additional Grantor has good and marketable fee simple title to the Collateral, subject only to title exceptions approved by Lender in writing.

10.2. Additional Grantor will derive material financial benefits from Borrower's current financing arrangements with Beneficiary affecting the Collateral.

10.3. Additional Grantor shall be solely and fully responsible for keeping informed of Borrower's financial condition and all circumstances that might affect the Collateral and Additional Grantor's obligations hereunder.

10.4. Additional Grantor understands and acknowledges that the Collateral will secure Borrower's obligations under the Loan Documents whether or not Beneficiary has approved an Allocation in connection with a development of the land or construction of a Unit thereon.

10.5. Additional Grantor further represents, acknowledges, and warrants that the grant of this Short Form Deed of Trust will not render Additional Grantor insolvent, and Additional Grantor believes that the transactions contemplated hereby do not constitute, and there is no basis whatsoever for them to be invalidated or otherwise impeded as, a fraudulent conveyance, voidable preference, assignment for the benefit of creditors, or other rescindable transaction under state or federal law. Additional Grantor makes the representations and warranties in this Section intending to be estopped from ever resisting any action by Beneficiary hereunder, including any judicial or non-judicial foreclosure, on any such grounds.

11. UCC. Additional Grantor authorizes Beneficiary to file such UCC financing statements as Beneficiary determines are advisable or necessary to perfect or notify third parties of the security interests granted by this Short Form Deed of Trust, which financing statements may describe the collateral as "all assets" of Additional Grantor.

12. **Financial Information of Grantor.** At Beneficiary's request, Additional Grantor shall provide to Beneficiary such financial information of Grantor as reasonably requested by Beneficiary to confirm Additional Grantor's ability to maintain the Collateral, pay its debts as they become due, and avoid insolvency.

13. **Severability.** If any term of this Short Form Deed of Trust, or the application thereof to any person or circumstances, shall, to any extent, be invalid, void or unenforceable, the remainder of Short Form Deed of Trust, or the application of such term to persons or circumstances other than those as to which it is invalid, void or unenforceable, shall not be affected thereby, and each term of this Short Form Deed of Trust shall be valid and enforceable to the fullest extent permitted by law.

14. **Cross-Default/Cross Collateral.** Grantor understands that the Allocation made in connection with this Short Form Deed of Trust is cross-defaulted with all other Allocations made under the Loan Agreement, such that a default under any one of the Allocations constitutes a default under all Allocations. Additionally, all of the Allocations are cross-collateralized, such that following an event of default under any of the Allocations, Lender, in its discretion, may exercise its rights and remedies against any and all of the collateral securing any and all of the Allocations. Notwithstanding such cross-collateralization, Lender shall have the sole and exclusive right to segregate the separate security interests granted under the Allocations so that the security instrument given for each particular Allocation shall act as security only for such obligations of Borrower as Lender, in its sole discretion, shall determine, and thereby to remove all other obligations of Borrower from the scope of the obligations secured thereby. Lender may exercise its right to segregate the different collateral as security for particular obligations of Borrower unilaterally, and without prior notice to or consent by Grantor, or any other party, by providing written notice to Borrower at any time prior to a foreclosure sale of any portion of any of the collateral for the Allocations. Such notice shall identify by any reasonable means those particular obligations of Borrower that shall remain secured by each security instrument and provide that any other obligations of Borrower to lender shall no longer be secured by such security instrument(s). Such notice shall be effective immediately to amend the Loan Documents in accordance therewith. Grantor hereby irrevocably designates and appoints Lender as its agent and representative, and, where permitted by applicable law, its attorney in fact, such power of attorney coupled with an interest, for the limited purpose of preparing any amendments required in accordance with this Section.

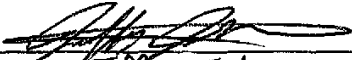
THE LOAN DOCUMENTS CONSTITUTE THE FINAL EXPRESSION OF THE AGREEMENTS OF GRANTOR AND BENEFICIARY, AND THE LOAN DOCUMENTS MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY ALLEGED ORAL AGREEMENTS. ORAL AGREEMENTS, PROMISES, OR COMMITMENTS TO: (1) LOAN MONEY, (2) EXTEND CREDIT, (3) MODIFY OR AMEND ANY TERMS OF ANY COMMITMENT OR THE LOAN DOCUMENTS, (4) RELEASE ANY GUARANTOR, (5) FORBEAR FROM ENFORCING REPAYMENT OF ANY LOAN OR THE EXERCISE OF ANY REMEDY UNDER THE LOAN DOCUMENTS, OR (6) MAKE ANY OTHER FINANCIAL ACCOMMODATION RELATING TO ANY LOAN ARE NOT ENFORCEABLE.

DATED as of the day and year first above written.

****Signature page follows****

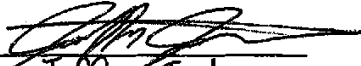
BORROWER:

VHD, LLC,
a Utah limited liability company

By: 
Name: Jeffrey Jackson
Its: Manager

ADDITIONAL GRANTOR:

Visionary Desert Color Condominiums, LLC,
a Utah limited liability company

By: 
Name: Jeffrey Jackson
Its: Manager

STATE OF UTAH
COUNTY OF Cache) ss.

The foregoing instrument was acknowledged before me this 3rd day of December,
2021 by Jeffrey Jackson as the manager of VHD, LLC, a Utah limited liability company.

Shama Heaps
Printed Name Shama Heaps
NOTARY PUBLIC in and for the State of Utah
My commission Expires 11/10/2024

STATE OF UTAH
COUNTY OF Cache) ss.



The foregoing instrument was acknowledged before me this 3rd day of December,
2021 by Jeffrey Jackson, as the manager of Visionary Desert Color Condominiums, LLC,
a Utah limited liability company.

Shama Heaps
Printed Name Shama Heaps
NOTARY PUBLIC in and for the State of Utah
My commission Expires 11/10/2024



EXHIBIT A

LEGAL DESCRIPTION

Real Property located in **Washington County**, State of Utah described as:

ALL OF LOT 2, AUBURN HILLS PHASE 20, A SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY, STATE OF UTAH.

Tax Parcel No. **SG-AUB-20-2**

Among the other Secured Obligations, this Short Form Deed of Trust secures an Allocation in the amount of **\$542,790.00** together with all Allocations made under the Loan Agreement.

The Allocation Maturity Date shall be **JUNE 5, 2023**.