



**Weber County Recorder**

**Abstract of Title**

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**PARCEL NUMBER: 09 - 582 - 0004**

**Prior Parcel Numbers:**

09 - 092 - 0008

**OWNER: WDG ROY LLC**

**1178 E LEGACY CROSSING  
BLVD  
CENTERVILLE UT 840145577**

**TAX UNIT**

**41**

**DESCRIPTION OF PROPERTY: 2009 ORIG**

**ACRES: .7914**

ALL OF LOT 4, HOMESTEAD ROY PAVILION, ROY CITY, WEBER COUNTY,  
UTAH.

Grantor/ Grantee	Kind of Document Consideration	Time Period Entry #	Book-Page Doc Date	Record Date	Time BK PG Rel	Abstract Date Entry Ref
PATTERSON, LEWIS ETAL WHOM IT MAY CONCERN	LSE AGRMT \$0.00	1397631	1799 - 2199 12/20/1995	04-APR-1996	10:26 -	
PATTERSON, F DAVID ETAL PATTERSON, LEWIS TR ETAL	QCD \$10.00	1400014	1801 - 1682 //	16-APR-1996	10:11 -	
PATTERSON, F DAVID AKA ETAL PATTERSON, LEWIS TR ETAL	QCD \$10.00	1400017	1801 - 1694 //	16-APR-1996	10:15 -	
PATTERSON, F DAVID ETAL PATTERSON, JACK TR ETAL	QCD \$10.00	1400020	1801 - 1706 //	16-APR-1996	10:18 -	
PATTERSON, FRANK D AKA ETAL PATTERSON, MARGARET TR ETAL	QCD \$10.00	1400021	1801 - 1710 03/12/1996	16-APR-1996	10:18 -	
PATTERSON, FRANK D AKA ETAL PATTERSON, MARIE TR ETAL	QCD \$10.00	1400022	1801 - 1714 03/12/1996	16-APR-1996	10:19 -	
PATTERSON, MARIE ETAL PATTERSON, MARIE TR ETAL	QCD \$10.00	1400023	1801 - 1718 03/12/1996	16-APR-1996	10:20 -	
PATTERSON, F DAVID AKA ETAL PATTERSON, F DAVID TR ETAL	QCD \$10.00	1403824	1804 - 2278 //	02-MAY-1996	02:48 -	
PATTERSON, MARIE ETAL PATTERSON, MARGARET TR ETAL	QCD \$10.00	1403825	1804 - 2282 //	02-MAY-1996	02:50 -	
PATTERSON, F DAVID AKA ETAL PATTERSON, LEWIS TR ETAL	QCD \$10.00	1403826	1804 - 2286 //	02-MAY-1996	02:51 -	
PATTERSON, LEWIS TR ETAL WHOM IT MAY CONCERN	ANNL APPL \$0.00	1427344	1824 - 0039 //	04-SEP-1996	09:53 -	
PATTERSON, LEWIS WHOM IT MAY CONCERN	ANNL APPL \$0.00	1459252	1851 - 1067 //	10-MAR-1997	02:57 -	

HOMESTEAD PVILION LLC WDG ROY LLC	SP WD \$10.00	3187473	- 09/30/2021	30-SEP-2021	11:50 -	26-OCT-2021
HOMESTEAD PVILLION LLC WDG ROY LLC	AGRMT \$0.00	3187474	- 09/30/2021	30-SEP-2021	11:50 -	28-OCT-2021
WDG ROY LLC BANK OF UTAH	DEED OF TRST \$0.00	3249444	- 08/02/2022	08-AUG-2022	10:02 -	08-AUG-2022
WDG ROY LLC BANK OF UTAH	DEED OF TRST \$0.00	3249445	- 08/02/2022	08-AUG-2022	10:02 -	08-AUG-2022
LISH, ERIC ETAL SECRETARY OF HUD ETAL	SUB TR/PT RECON \$0.00	3252066	- 06/30/2022	24-AUG-2022	12:53 -	24-AUG-2022 3151323
WDG ROY LLC ETAL WHOM IT MAY CONCERN	AGRMT \$0.00	3270531	- 01/17/2023	19-JAN-2023	12:26 -	19-JAN-2023
WDG ROY LLC ETAL WHOM IT MAY CONCERN	AGRMT \$0.00	3270532	- 01/17/2023	19-JAN-2023	12:26 -	19-JAN-2023
WDG ROY LLC WTR ROY WATER CONSERVANCY DISTRICT WTR	ORDR ON PETN \$0.00	3272319	- 02/15/2022	06-FEB-2023	09:11 -	06-FEB-2023

04-20-2023 ABSTRACTED THROUGH

\*\*\* RUN DATE: May 12, 2023, 3:35 pm\*\*\*

\*\*\*END OF ABSTRACT\*\*\*

© 2023 Weber County

# Summary by Year

Parcel Number: 09-582-0004

Year	Taxable Value	Charged	End Year Balance	Delinquent*
2023	0	0.00	0.00	
2022	482,608	5,067.85	0.00	
2021	413,664	4,594.55	0.00	
2020	413,664	4,967.28	0.00	
2019	344,720	4,383.11	0.00	
2018	344,720	4,636.48	0.00	
2017	310,248	4,429.10	0.00	
2016	275,776	4,016.40	0.00	
2015	275,776	3,896.16	0.00	
2014	275,776	3,941.11	0.00	

\* Delinquent Amounts DO NOT Include Interest

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\*W3187473\*

WHEN RECORDED, MAIL TO:  
AND MAIL TAX NOTICES TO:

WDG Roy, LLC  
1178 West Legacy Crossing Boulevard, Suite 100  
Centerville, Utah 84014  
Attention: Spencer Wright

E# 3187473 PG 1 OF 3  
Leann H. Kilts, WEBER COUNTY RECORDER  
30-Sep-21 1150 AM FEE \$40.00 DEP DAK  
REC FOR: FIRST AMERICAN TITLE INSURANCE COI  
ELECTRONICALLY RECORDED

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**SPECIAL WARRANTY DEED**

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FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, HOMESTEAD PAVILION, LLC, a Delaware limited liability company, as Grantor, grants, conveys and warrants, but only against Grantor's own actions and those claiming by, through or under Grantor, and no other actions (or inactions) of any other party whatsoever, to WDG ROY, LLC, a Utah limited liability company, as Grantee, the real property located in Weber County, Utah, described as follows:

See attached Exhibit A, incorporated by reference to this document (the "Property").

SUBJECT TO current taxes and assessments, zoning laws, rules and regulations, and to the reservations, easements, covenants, conditions, restrictions, encumbrances, and other rights or interests of record or apparent from an inspection or survey of the Property.

AND EXCEPTING, to the extent previously reserved or excepted by any other third party, and Grantee hereby acknowledges that Grantor makes no warranty as to: (i) all water and water rights of any and all kinds, including (without limitation) shares of stock in water companies; (ii) all minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds, whether in solid, liquid or gaseous form, and all steam and other forms of thermal energy, on, in, or under the above-described Property; and (iii) all subsurface rights of any and all kinds below a depth of 500 feet below the surface of the Property to the extent not included in subsection (ii) above.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Special Warranty Deed is dated September 30 2021.

HOMESTEAD PAVILION, LLC, a Delaware limited liability company

By: Homestead Pavilion Managing Member, LLC, a Delaware limited liability company, its managing member

By: Joseph Kornwasser, its sole member

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

On September 24, 2021 before me, Lori Guttenberg, Notary Public, personally appeared Joseph Kornwasser, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he ~~she~~ they executed the same in his ~~her~~ their authorized capacity(ies), and that by his ~~her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lori Guttenberg (Seal)

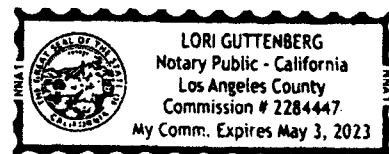


EXHIBIT A

LEGAL DESCRIPTION

LOT 4 OF THAT CERTAIN PLAT ENTITLED "HOMESTEAD ROY PAVILION" FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF WEBER, STATE OF UTAH, OCTOBER 15, 2009 AS ENTRY NO. 2439608 IN BOOK 70 AT PAGE 59.

APN: 09-052-0004



\*W3249444\*

Tax Serial Number:  
09-582-0004

E# 3249444 PG 1 OF 9  
Leann H. Kiltz, WEBER COUNTY RECORDER  
08-Aug-22 1002 AM FEE \$40.00 DEP TN  
REC FOR: STEWART TITLE OF UTAH  
ELECTRONICALLY RECORDED

RECORDATION REQUESTED BY:  
BANK OF UTAH  
OGDEN LOAN CENTER CRE  
2605 WASHINGTON BLVD  
OGDEN, UT 84401

WHEN RECORDED MAIL TO:  
BANK OF UTAH  
OGDEN LOAN CENTER CRE  
2605 WASHINGTON BLVD  
OGDEN, UT 84401

SEND TAX NOTICES TO:  
WDG Roy, LLC  
1178 W Legacy Crossing Blvd Ste 100  
Centerville, UT 84014

FOR RECORDER'S USE ONLY

1767435

### CONSTRUCTION DEED OF TRUST

**THIS DEED OF TRUST is dated August 2, 2022, among WDG Roy, LLC, a Utah limited liability company, whose address is 1178 W Legacy Crossing Blvd Ste 100, Centerville, UT 84014 ("Trustor"); BANK OF UTAH, whose address is OGDEN LOAN CENTER CRE, 2605 WASHINGTON BLVD, OGDEN, UT 84401 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and BANK OF UTAH, whose address is 2605 WASHINGTON BLVD, OGDEN, UT 84401 (referred to below as "Trustee").**

**CONVEYANCE AND GRANT.** For valuable consideration, Trustor irrevocably grants and conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Weber County, State of Utah:

**Parcel 1: Lot 4, HOMESTEAD ROY PAVILION, according to the Official Plat thereof as recorded October 15, 2009 as Entry No. 2439608 in the Office of the Weber County Recorder, State of Utah.**

**Parcel 1A: Benefits, if any, pursuant to the Declaration of Easements and Conditions recorded December 5, 2008 as Entry No. 2378745 and Third Amendment to Declaration of Easements and Conditions recorded May 9, 2018 as Entry No. 2919595 of Official Records.**

**Tax ID No. 09-582-0004**

**The Real Property or its address is commonly known as 6040 South 3500 West, Roy, UT 84067. The Real Property tax identification number is 09-582-0004.**

**CROSS-COLLATERALIZATION.** In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Trustor to Lender, or any one or more of them, as well as all claims by Lender against Trustor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Trustor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

**FUTURE ADVANCES.** In addition to the Note, this Deed of Trust secures all future advances made by Lender to Trustor whether or not the advances are made pursuant to a commitment. This Deed of Trust secures, in addition to the amounts specified in the Note, future advances in an unlimited amount, together with all interest thereon, which future advances Lender is obligated to make so long as Trustor complies with all the terms and conditions of the Note or other loan agreement.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF TRUSTOR'S OBLIGATIONS UNDER THAT CERTAIN CONSTRUCTION LOAN AGREEMENT BETWEEN TRUSTOR AND LENDER OF EVEN DATE HEREWITH. ANY EVENT OF DEFAULT UNDER THE CONSTRUCTION LOAN AGREEMENT, OR ANY OF THE RELATED DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND**