

Account No. 42554

**ENTRY NO. 00970053**

05/13/2013 01:37:34 PM B: 2185 P: 1217

Assignment PAGE 1/19

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE 0.00 BY WEBER BASIN WATER CD



**ASSIGNMENT**

THIS ASSIGNMENT, made this 25 day of February, 2013 by and between Mountain Valley Ranch HOA, as First Party, and Looking Glass Water Company, as Second Party,

**WITNESSETH**

1. WHEREAS, under date of April 10, 2006, Mountain Valley Ranch HOA, as Purchaser, entered into a contract with Weber Basin Water Conservancy District for the purchase of 6 acre-feet of water for replacement purposes, which contract was thereafter recorded in the office of the County Recorder of Summit County, Utah, in Book 1802 of Records, Pages 375-391A, and

2. WHEREAS, First Party now desires to assign and transfer to second Party hereunder, First Party's right, title and interest in and to 6 acre-feet of water referred to in Paragraph 1 above.

NOW, THEREFORE, it is hereby agreed between First Party and Second Party as follows:

SECOND PARTY, in consideration of such assignment, hereby agrees with First Party, and with Weber Basin Water Conservancy District, to pay to Weber Basin Water Conservancy District, promptly upon receipt of billings from Weber Basin Water Conservancy District, an annual amount to consist of the total of the following items:

(a) \$99.66 per acre-foot of water. Such price per acre-foot shall continue until such time as the District may otherwise determine; provided, only, that an increase in such price shall become operative only at the beginning of the next calendar year.

(b) A fair proportionate amount of estimated operating and maintenance charges of the District for the then calendar year. Such fair proportionate amount shall be determined each year by the Board of Trustees of the District and the determination shall be final and conclusive. If such estimate is more or less than the actual cost thereof, an appropriate adjustment will be made in the annual amount for the year following the year for which the estimate was made.

3. The first annual payment under items (a), (b) above shall be made to Weber Basin Water Conservancy District upon such District's initial billing to Second Party therefore. Subsequent annual payments shall be paid as billed, whether or not any part of the water is called for or used.

4. SECOND PARTY further agrees to comply strictly with all of the terms and conditions of the contract referred to in Paragraph 1 above, and proposes to use the water referred to in said contract, and herein, on the following described lands in Summit County, Utah.

SEE ATTACHED "EXHIBIT A"

5. All parties agree that this agreement shall become operative only upon its approval by Weber Basin Water Conservancy District.

6. Weber Basin Water Conservancy District may, as a condition of this Assignment, require security to be pledged and committed by the Second Party in addition to that so required in the contract referred to in paragraph 1 above in order to insure payments so required in said contract. The sufficiency and form of security shall be determined by the Weber Basin Water Conservancy District.

7. Second Party (assignee) hereby agrees to commit to Weber Basin Water Conservancy District sufficient security as determined by the Weber Basin Water Conservancy District and to supply whatever documentation is so required by Weber Basin Water Conservancy District prior to this Assignment becoming effective wherein such commitment and documentation shall be a condition precedent to this Assignment.

8. The reuse of water delivered pursuant to this contract shall not be allowed without permission of the District. The waste, seepage, or return flow from water delivered

pursuant to this contract shall belong to the United States or the Weber Basin Water Conservancy District for the use and benefit of the Weber Basin Project.

FIRST PARTY: Mountain Valley Ranch HOA  
ADDRESS: \_\_\_\_\_

BY: [Signature]  
ITS: President MVR HOA

SECOND PARTY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

BY: [Signature]  
ITS: President of Looking Glass Water Company  
Looking Glass

APPROVED: March 28, 2013

WEBER BASIN WATER CONSERVANCY DISTRICT

President [Signature]

Eric B. Storey, Chairman

ATTEST:

[Signature]  
Tage L. Flint Secretary

(SEAL)



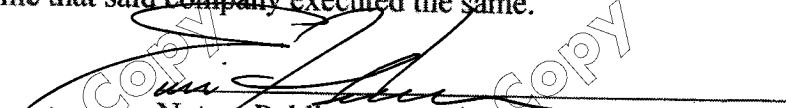
ATTESTATIONS

FIRST PARTY

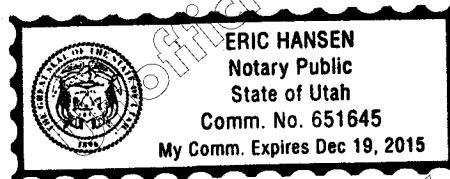
STATE OF UTAH )

:SS  
COUNTY OF Salt Lake

On this 25<sup>th</sup> day of February, 2013, personally appeared before me Stevling Tholen, who being by me duly sworn, did say that they are the President of Mountain Valley Ranch HOA, and that the foregoing instrument was signed on behalf of said Home Owners Association, and acknowledged to me that said company executed the same.

  
Notary Public

(SEAL)



STATE OF UTAH )

:SS  
COUNTY OF Salt Lake

On this 1st day of March, 2013, personally appeared before me David G. Richards, who being by me duly sworn, did say that they are the President of Looking Glass Water Company, and that the foregoing instrument was signed on behalf of said company, and said acknowledged to me that said company executed the same.

  
Notary Public

(SEAL)

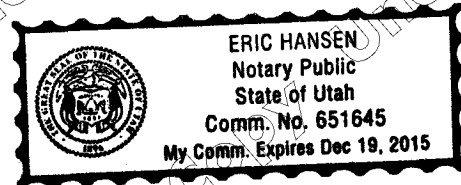


Exhibit A

Looking Glass Water Company Service areas is currently described as lots 1-49 in the Mountain Valley Ranch Subdivision Entry No 116704. According to the official Plat herof on file and of the record in the office of the recorder, Summit County, Utah and Parcels 1-12 as described:

PARCEL 1

BEGINNING AT A POINT SOUTH 715.18 FEET AND WEST 693.69 FEET SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 7 EAST SALT LAKE BASE AND MERIDIAN AND RUNNING; THENCE SOUTH 00°59'46" EAST 1882.06 FEET; THENCE NORTH 88°12'10" EAST 1904.10 FEET; THENCE SOUTH 00°34'23" EAST 2452.18 FEET; THENCE SOUTH 85°51'54" WEST 443.75 FEET; THENCE SOUTH 47°04'54" WEST 202.06 FEET; THENCE SOUTH 88°21'26" WEST 2053.15 FEET; THENCE NORTH 00°49'19" WEST 2597.45 FEET; THENCE NORTH 00°23'48" WEST 1901.70 FEET; THENCE NORTH 89°42'31" EAST 732.90 FEET TO BEGINNING.

CONTAINS 188.865 ACRES MORE OR LESS

PARCEL 2

BEGINNING AT A POINT SOUTH 1011.93 FEET AND WEST 54.74 FEET SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 7 EAST SALT LAKE BASE AND MERIDIAN AND RUNNING; THENCE NORTH 66°04'50" EAST 661.23 FEET; THENCE NORTH 11°04'31" EAST 157.12 FEET; THENCE SOUTH 75°14'35" EAST 84.32 FEET; THENCE NORTH 80°23'58" EAST 263.27 FEET; THENCE NORTH 67°48'52" EAST 424.91 FEET; THENCE NORTH 82°33'31" EAST 309.19 FEET; THENCE NORTH 86°46'18" EAST 195.26 FEET; THENCE NORTH 66°06'00" EAST 294.66 FEET; THENCE NORTH 52°34'18" EAST 150.00 FEET; THENCE NORTH 00°11'25" WEST 186.92 FEET; THENCE NORTH 88°54'54" EAST 1679.92 FEET; THENCE SOUTH 00°09'57" WEST 2528.16 FEET; THENCE SOUTH 88°12'10" WEST 4539.38 FEET; THENCE NORTH 00°59'46" WEST 1429.22 FEET; THENCE NORTH 89°42'26" EAST 282.58 FEET; THENCE SOUTH 23°55'10" EAST 342.78 FEET; THENCE NORTH 66°04'50" EAST 381.24 FEET; THENCE NORTH 23°55'10" WEST 342.78 FEET TO BEGINNING.

CONTAINS 218.925 ACRES MORE OR LESS

PARCEL 3

BEGINNING AT A POINT SOUTH 88°36'27" WEST 101.49 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 7 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 88°45'33" WEST 908.72 FEET; THENCE NORTH 69°58'22" EAST 27.40 FEET; THENCE NORTH 43°24'28" EAST 142.62 FEET; THENCE NORTH 62°10'22" EAST 81.42 FEET; THENCE NORTH 76°27'36" EAST 170.25 FEET; THENCE SOUTH 88°34'33" EAST 228.37 FEET; THENCE NORTH 47°46'28" EAST 307.74 FEET; THENCE NORTH 67°24'42" EAST 190.95 FEET; THENCE NORTH 73°01'03" EAST 327.81 FEET; THENCE NORTH 35°10'54" EAST 173.62 FEET; THENCE NORTH 14°58'47" EAST 65.67 FEET; THENCE SOUTH 79°57'45" EAST 65.79 FEET TO THE POINT OF A 671.64 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 63.52 FEET THROUGH A CENTRAL ANGLE OF 5°25'07" (CHORD BEARS SOUTH 82°40'18" EAST 63.49 FEET); THENCE SOUTH 02°19'56" WEST 719.36 FEET; THENCE SOUTH 00°45'28" EAST 840.26 FEET; THENCE SOUTH 89°14'32" WEST 520.00 FEET; THENCE NORTH 09°52'48" WEST 302.13 FEET; THENCE NORTH 00°23'54" WEST 151.66 FEET; THENCE SOUTH 89°14'32" WEST 50.00 FEET; THENCE NORTH 00°22'16" WEST 390.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 23.298 ACRES, MORE OR LESS

PARCEL 4

BEGINNING AT A POINT SOUTH 954.21 FEET AND EAST 525.49 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 7 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 00°45'28" WEST 960.26 FEET; THENCE NORTH 02°19'56" EAST 719.36 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY ALONG A 671.64 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 304.01 (CHORD BEARS NORTH 81°39'07" EAST 301.42 FEET), WITH A DISTANCE 304.01 FEET; THENCE NORTH 68°41'04" EAST 178.40 FEET; THENCE NORTH 85°27'54" EAST 103.93 FEET; THENCE NORTH 68°41'04" EAST 100.00 FEET; THENCE SOUTH 00°12'05" EAST 863.06 FEET; THENCE SOUTH 00°23'47" EAST 960.00 FEET; THENCE SOUTH 89°14'32" WEST 687.50 FEET TO THE POINT OF BEGINNING.

CONTAINS 27.250 ACRES, MORE OR LESS

PARCEL 5

BEGINNING AT A POINT BEING WEST 706.21 FEET AND NORTH 5.41 FEET FROM SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 7 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°59'46" EAST 273.47 FEET; THENCE SOUTH 89°42'26" WEST 728.22 FEET; THENCE NORTH 00°23'47" WEST 253.39 FEET; THENCE NORTH 00°12'05" WEST 863.06 FEET; THENCE NORTH 62°58'26" EAST 123.84 FEET; THENCE SOUTH 00°02'15" EAST 124.32 FEET; THENCE EAST 313.41 FEET TO A POINT OF CURVATURE ON A 753.10 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 86.07 FEET ALONG THE ARC OF SAID CURVE (CHORD BEARS SOUTH 19°11'36" WEST 86.02 FEET) THRU A CENTRAL ANGLE OF 06°32'53" TO A POINT OF CURVATURE ON A 939.04 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTERLY 317.78 FEET ALONG THE ARC OF SAID CURVE (CHORD BEARS SOUTH 18°47'08" WEST 316.27 FEET) THRU A CENTRAL ANGLE OF 19°23'22" TO A POINT OF CURVATURE ON A 1837.64 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 115.90 FEET ALONG THE ARC OF SAID CURVE (CHORD BEARS SOUTH 05°41'52" EAST 115.88 FEET) THRU A CENTRAL ANGLE OF 03°36'49" TO A POINT OF A CURVATURE ON A 72.45 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 98.17 FEET ALONG THE ARC OF SAID CURVE (CHORD BEARS SOUTH 46°19'29" EAST 90.83 FEET) THRU A CENTRAL ANGLE OF 77°38'27" TO A POINT OF CURVATURE ON A 6559.98 FOOT RADIUS CURVE TO THE RIGHT; THENCE EASTERLY 172.59 FEET ALONG THE ARC OF SAID CURVE (CHORD BEARS SOUTH 88°58'21" EAST 172.59 FEET) THRU A CENTRAL ANGLE 01°30'27" TO A POINT OF CURVATURE ON A 193.77 FOOT RADIUS CURVE TO RIGHT; THENCE SOUTHEASTERLY 212.62 FEET ALONG THE ARC OF SAID CURVE (CHORD BEARS SOUTH 52°51'22" EAST 202.11 FEET) THRU A CENTRAL ANGLE OF 62°52'18" TO A POINT OF CURVATURE ON A 1117.99 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 75.29 FEET ALONG THE ARC OF SAID CURVE (CHORD BEARS SOUTH 14°50'31" EAST 75.27 FEET) THRU A CENTRAL ANGLE OF 03°51'30"; THENCE SOUTH 16°46'15" EAST 15.30 FEET TO THE POINT OF BEGINNING

CONTAINS 12.441 ACRES, MORE OR LESS

PARCEL 6

BEGINNING AT A POINT SOUTH 268.01 FEET AND WEST 701.46 FEET FROM THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 7 EAST SALT LAKE BASE AND MERIDIAN AND RUNNING; THENCE SOUTH 00°59'46" EAST 447.23 FEET; THENCE SOUTH 89°42'31" WEST 732.90 FEET; THENCE NORTH 00°23'48" WEST 447.18 FEET; THENCE NORTH 89°42'26" EAST 728.22 FEET TO BEGINNING.

CONTAINS 7.500 ACRES MORE OR LESS

**PARCEL 7**

BEGINNING AT THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 7 EAST AND RUNNING; THENCE SOUTH 59°30'35" WEST 1444.88 FEET; THENCE SOUTH 89°31'35" WEST 59.46 FEET; THENCE SOUTH 59°30'35" WEST 110.00 FEET; THENCE SOUTH 70°51'22" WEST 1000.00 FEET; THENCE SOUTH 89°59'53" WEST 2930.00 FEET; THENCE NORTH 00°00'31" WEST 814.08 FEET; THENCE NORTH 00°08'39" WEST 2620.61 FEET; THENCE NORTH 00°17'50" WEST 2611.99 FEET; THENCE NORTH 89°39'26" EAST 2638.98 FEET; THENCE NORTH 00°02'12" WEST 5280.45 FEET; THENCE NORTH 89°52'51" EAST 2627.48 FEET; THENCE NORTH 00°09'11" WEST 373.32 FEET; THENCE NORTH 89°48'02" EAST 1991.23 FEET; THENCE SOUTH 00°01'31" EAST 5357.81 FEET; THENCE NORTH 89°52'22" EAST 1968.84 FEET; THENCE SOUTH 00°02'15" EAST 6396.35 FEET; THENCE SOUTH 61°47'21" WEST 1240.58 FEET; THENCE NORTH 66°19'49" WEST 22.53 FEET; THENCE NORTH 50°07'17" WEST 59.07 FEET; THENCE NORTH 80°15'24" WEST 41.31 FEET; THENCE NORTH 26°53'27" WEST 22.23 FEET; THENCE NORTH 47°45'30" WEST 81.02 FEET; THENCE NORTH 75°00'00" WEST 18.45 FEET; THENCE NORTH 20°02'01" WEST 29.32 FEET; THENCE NORTH 47°49'47" WEST 37.88 FEET; THENCE NORTH 85°23'10" WEST 24.00 FEET; THENCE NORTH 42°46'19" WEST 42.71 FEET; THENCE NORTH 09°04'12" WEST 42.12 FEET; THENCE NORTH 26°48'18" WEST 98.53 FEET; THENCE NORTH 41.49 FEET; THENCE NORTH 40°40'24" WEST 132.00 FEET; THENCE NORTH 35°05'45" WEST 103.23 FEET; THENCE NORTH 48°25'30" WEST 25.97 FEET; THENCE NORTH 63°09'30" WEST 99.69 FEET; THENCE NORTH 18.99 FEET; THENCE NORTH 39°27'25" WEST 31.02 FEET; THENCE NORTH 27°56'06" WEST 14.07 FEET; THENCE NORTH 32°58'14" WEST 76.76 FEET; THENCE NORTH 55°03'15" WEST 20.37 FEET; THENCE NORTH 25°22'09" WEST 20.34 FEET; THENCE NORTH 60°55'52" WEST 17.76 FEET; THENCE NORTH 22°40'00" WEST 30.47 FEET; THENCE NORTH 18°03'25" EAST 22.28 FEET; THENCE NORTH 51°18'11" WEST 31.31 FEET; NORTH 27°16'12" WEST 22.61 FEET; THENCE NORTH 27°16'12" WEST 19.15 FEET; THENCE NORTH 35°48'38" WEST 40.83 FEET; THENCE NORTH 46°37'08" WEST 56.74 FEET; THENCE NORTH 42°51'19" WEST 30.63 FEET; THENCE NORTH 54°50'36" WEST 26.93 FEET; THENCE NORTH 53°38'46" WEST 24.81 FEET; THENCE NORTH 06°13'48" WEST 54.92 FEET; THENCE NORTH 09°48'50" WEST 28.43 FEET; THENCE NORTH 40°23'07" WEST 19.33 FEET; THENCE NORTH 17°24'50" EAST 70.93 FEET; THENCE NORTH 46°24'00" WEST 37.33 FEET; THENCE NORTH 27°13'32" WEST 56.81 FEET; THENCE NORTH 34°05'10" WEST 16.06 FEET; THENCE NORTH 16°01'59" WEST 16.89 FEET; THENCE NORTH 44°03'13" WEST 44.57 FEET; THENCE NORTH 19°45'41" WEST 57.77 FEET; THENCE NORTH 16°02'46" WEST 33.98 FEET; THENCE NORTH 27°17'52" WEST 45.25 FEET; THENCE NORTH 30°18'26" EAST 24.80 FEET; THENCE NORTH 38°30'13" WEST 31.92 FEET; THENCE NORTH 59°15'20" WEST 36.36 FEET; THENCE NORTH 39°22'12" WEST 24.10 FEET; THENCE NORTH 61°52'41" WEST 42.68 FEET; THENCE NORTH 44°10'25" WEST 9.86 FEET; THENCE NORTH 18°24'58" EAST 30.60 FEET; THENCE NORTH 52°13'32" WEST 30.98 FEET; THENCE NORTH 75°52'21" WEST 42.49 FEET; THENCE NORTH 34°59'01" WEST 46.04 FEET; THENCE NORTH 29°18'47" EAST 16.04 FEET; THENCE SOUTH 84°55'30" WEST 47.14 FEET; THENCE NORTH 37°36'08" WEST 41.00 FEET; THENCE NORTH 63°06'15" WEST 73.93 FEET; THENCE NORTH 43°10'43" WEST 68.11 FEET; THENCE SOUTH 87°32'31" WEST 1483.15 FEET TO BEGINNING.

LESS AND EXCEPTING THEREFROM SAID PARCEL OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 3505.67 FEET AND WEST 752.65 FEET FROM THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 7 EAST AND RUNNING; THENCE WEST 1320.00 FEET; THENCE NORTH 1320.00 FEET; THENCE EAST 1320.00 FEET; THENCE SOUTH 1320.00 FEET TO BEGINNING.

CONTAINS 1772.127 ACRES, MORE OR LESS.

**PARCEL 8**

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 7 EAST SALT LAKE BASE AND MERIDIAN AND RUNNING; THENCE NORTH 00°59'27" WEST 1738.20 FEET TO A POINT ON A 2230.86 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 136.81 FEET (CHORD BEARS SOUTH 47°53'29" WEST 136.79) WITH A CENTRAL ANGLE OF 03°30'50"; THENCE SOUTH 46°08'04" WEST 251.89 TO A POINT ON A 1915.96 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 754.07 FEET (CHORD BEARS SOUTH 57°24'34" WEST 749.21) WITH A CENTRAL ANGLE OF 22°33'00"; THENCE SOUTH



68°41'04" WEST 137.76 FEET; THENCE SOUTH 65°49'20" WEST 200.25 FEET; THENCE SOUTH 62°58'26" WEST 77.16 FEET; THENCE SOUTH 00°02'15" EAST 124.32 FEET; THENCE EAST 313.41 FEET TO A POINT ON A 753.10 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 86.07 FEET WITH A CENTRAL ANGLE OF 83°27'07" (CHORD BEARS S 19°11'36" W 86.02') TO A POINT ON A 939.04 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 317.78 FEET WITH A CENTRAL ANGLE OF 70°36'38" (CHORD BEARS SOUTH 18°47'08" WEST 316.27') TO POINT ON A 1837.64 FOOT RADIUS NON TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 115.90 FEET WITH A CENTRAL ANGLE OF 86°23'11" (CHORD BEARS S 5°41'52" E 115.88') TO A POINT ON A 72.45 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 98.17 FEET WITH A CENTRAL ANGLE OF 12°21'33" (CHORD BEARS S 46°19'29" E 90.83') TO A POINT ON A 6559.98 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 172.59 FEET WITH A CENTRAL ANGLE OF 1°30'27" (CHORD BEARS S 88°58'21" E 172.59'); THENCE TO POINT ON A 193.77 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 212.62 FEET WITH A CENTRAL ANGLE OF 27°07'42" (CHORD BEARS S 52°51'22" E 202.11') TO A POINT ON A 1117.99 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 75.29 FEET WITH A CENTRAL ANGLE 86°8'30" (CHORD BEARS S 14°50'31" E 75.27'); THENCE SOUTH 16°46'15" EAST 15.30 FEET; THENCE SOUTH 00°59'46" EAST 14.47 FEET; THENCE SOUTH 00°59'46" EAST 19.88 FEET; THENCE SOUTH 52°51'34" EAST 82.51 FEET; THENCE SOUTH 73°06'33" EAST 420.00 FEET; THENCE SOUTH 46°13'54" EAST 100.29 FEET; THENCE NORTH 67°33'26" EAST 179.83 FEET; THENCE NORTH 00°23'43" WEST 201.50 FEET; THENCE NORTH 89°15'54" EAST 0.72 FEET TO BEGINNING

CONTAINS 34.544 ACRES, MORE OR LESS

PARCEL 9

BEGINNING AT A POINT NORTH 88°38'53" EAST 4370.28 FEET THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 1 NORTH RANGE 7 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°22' 34" EAST 4048.34 FEET; THENCE SOUTH 66°21'41" WEST 46.59 FEET; THENCE SOUTH 68°22'10" WEST 423.07 FEET; THENCE NORTH 00°02'15" WEST 4225.00 FEET; THENCE SOUTH 89°42'22" EAST 412.16 FEET THE POINT OF BEGINNING

CONTAINS 40.307 ACRES, MORE OR LESS

PARCEL 10

BEGINNING AT A POINT NORTH 88°38'53" EAST 4370.28 FEET THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 1 NORTH RANGE 7 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°42'22" EAST 412.16 FEET; THENCE SOUTH 00°42'55" EAST 3786.56 FEET; THENCE SOUTH 51°19'59" WEST 131.15 FEET; THENCE SOUTH 59°35'34" WEST 258.81 FEET; THENCE SOUTH 66°21'35" WEST 117.06 FEET; THENCE NORTH 00°22'34" WEST 4048.34 FEET TO THE POINT OF BEGINNING

CONTAINS 38.247 ACRES, MORE OR LESS

PARCEL 11

BEGINNING AT A POINT NORTH 88°28'36" EAST 3958.31 FEET AND SOUTH 89°42'22" EAST 824.32 FEET FROM THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 1 NORTH RANGE 7 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°42'22" EAST 412.15 FEET; THENCE SOUTH 01°03' 17" EAST 3400.48 FEET; THENCE SOUTH 47°54'07" WEST 145.02 FEET; THENCE SOUTH 46°09'16" WEST 268.80 FEET; THENCE SOUTH 51°19'59" WEST 161.37 FEET; THENCE NORTH 00°42'55" WEST 3786.56 FEET TO THE POINT OF BEGINNING

CONTAINS 34.916 ACRES, MORE OR LESS

PARCEL 12

BEGINNING AT A POINT SOUTH 1725.03 FEET AND EAST 2864.50 FEET FROM THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 7 EAST AND RUNNING THENCE NORTH 61°47'21" EAST 1240.58 FEET;

THENCE SOUTH 00°02'15" EAST 2981.19 FEET; THENCE SOUTH 68°22'10" WEST 348.02 FEET; THENCE SOUTH 71°52'50" WEST 161.90 FEET; THENCE SOUTH 86°10'44" WEST 212.48 FEET; THENCE NORTH 82°4'42" WEST 83.92 FEET; THENCE NORTH 09°18'43" EAST 247.15 FEET; THENCE NORTH 01°28'14" EAST 174.12 FEET; THENCE NORTH 32°00'00" EAST 167.33 FEET; THENCE NORTH 88°30'26" EAST 132.41 FEET; THENCE SOUTH 88°05'40" EAST 96.71 FEET; THENCE NORTH 52°07'06" EAST 47.74 FEET; THENCE NORTH 11°20'33" WEST 30.92 FEET; THENCE NORTH 32°35'07" WEST 206.09 FEET; THENCE NORTH 32°35'7" WEST 142.23 FEET; THENCE NORTH 20°00'28" WEST 36.57 FEET; THENCE NORTH 06°02'39" EAST 90.26 FEET; THENCE NORTH 10°36'17" EAST 35.00 FEET; THENCE NORTH 10°06'34" WEST 94.07 FEET; THENCE NORTH 02°59'55" WEST 60.90 FEET; THENCE NORTH 02°44'00" EAST 103.00 FEET; THENCE NORTH 06°53'53" WEST 48.25 FEET; THENCE NORTH 01°06'01" EAST 78.27 FEET; THENCE NORTH 17°00'56" EAST 57.07 FEET; THENCE NORTH 10°55'50" WEST 73.94 FEET; THENCE NORTH 06°35'56" EAST 40.75 FEET; THENCE NORTH 15°00'00" WEST 35.76 FEET; THENCE NORTH 37°22'15" EAST 30.43 FEET; THENCE NORTH 00°49'16" EAST 63.17 FEET; THENCE NORTH 08°54'06" WEST 35.11 FEET; THENCE NORTH 30°00'00" WEST 57.67 FEET; THENCE SOUTH 65°53'41" WEST 17.58 FEET; THENCE NORTH 00°02'33" EAST 138.62 FEET; THENCE NORTH 42°19'52" WEST 34.26 FEET; THENCE NORTH 12°48'22" WEST 82.00 FEET; THENCE NORTH 45°00'00" WEST 30.80 FEET; THENCE NORTH 02°09'53" EAST 24.09 FEET; THENCE NORTH 78°23'26" WEST 31.20 FEET; THENCE NORTH 29°21'39" WEST 29.94 FEET; THENCE NORTH 06°53'44" WEST 166.96 FEET; THENCE NORTH 40°43'16" EAST 31.00 FEET; THENCE NORTH 26°37'09" WEST 24.05 FEET; THENCE SOUTH 87°14'36" WEST 16.13 FEET; THENCE SOUTH 54°35'21" WEST 21.64 FEET; THENCE NORTH 69°52'31" WEST 14.27 FEET; THENCE NORTH 55°23'59" WEST 69.60 FEET; THENCE NORTH 25°32'03" WEST 11.11 FEET; THENCE NORTH 26°41'06" WEST 82.82 FEET; THENCE NORTH 47°59'31" WEST 6.75 FEET; THENCE NORTH 16°02'17" WEST 25.39 FEET; THENCE NORTH 76°46'09" WEST 28.32 FEET; THENCE SOUTH 41°14'50" WEST 30.62 FEET; THENCE SOUTH 86°22'34" WEST 31.20 FEET; THENCE NORTH 59°32'32" WEST 8.95 FEET; THENCE NORTH 09°38'19" EAST 27.47 FEET; THENCE NORTH 83°02'21" WEST 20.04 FEET; THENCE NORTH 42°58'28" WEST 99.82 FEET; THENCE SOUTH 70°58'11" WEST 34.66 FEET; THENCE NORTH 66°19'49" WEST 1.42 FEET TO BEGINNING

CONTAINS 44.391 ACRES, MORE OR LESS

**When Recorded Mail To:**  
Weber Basin Water Conservancy District  
2837 East Highway 193  
Layton, Utah 84040

**DEED OF TRUST, ASSIGNMENT OF RENTS,  
SECURITY AGREEMENT AND FIXTURE FILING**

**THIS DEED OF TRUST**, made this 1st day of March, 2013, by DKR Properties LLC (“Trustor”), whose address is 13053 Minuteman Drive, Draper, UT 84020, Douglas A. Taggart (“Trustee”), whose address is c/o Durham Jones & Pinegar, 1104 East Country Hills Drive, Ogden, UT 84403, and Weber Basin Water Conservancy District (“Beneficiary”), whose address is 2837 East Highway 193, Layton, Utah 84040,

**WITNESSETH:** That Trustor conveys and warrants to Trustee in trust, with power of sale, the property, situated in \_\_\_\_\_ County, State of Utah, more particularly described on Exhibit “A”, attached hereto and by this reference incorporated herein (the “Property”),

**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** for the benefit of Beneficiary the following obligations (the “Obligations”): (i) the timely payment and performance of the obligations of Mountain Valley Ranch HOA under that certain contract between Mountain Valley Ranch HOA and Beneficiary dated April 10, 2006 (which obligations were assumed by Looking Glass Water Company under that certain Assignment dated February 25, 2013, from Mountain Valley Ranch HOA to Looking Glass Water Company); (ii) the payment of any sums expended or advanced by Trustee or Beneficiary to protect the security of this instrument; and (iii) the timely performance of any and all of the duties and obligations of Trustor contained in this Trust Deed.

**To protect the security of this Deed of Trust, Trustor agrees:**

1. To keep the Property in good condition and repair; to comply with all laws, covenants and restrictions affecting the Property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general and to allow Beneficiary to inspect the Property at all times. 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.

2. To provide and maintain insurance of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on the property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary as well as naming Beneficiary as an additional insured. In event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.

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 the Property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in and 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 ten (10) days before delinquency all taxes and assessments affecting the Property, including all "rollback" taxes payable upon removal of all or any part of said property from assessment under the Utah Farmland Assessment Act (Utah Code section 59-2-501 et seq.) and all rents, assessments and charges for water appurtenant to or used in connection with the Property; to pay, when due, all encumbrances, charges and liens with interest on the Property or any part thereof, to which at any time appear to be prior or superior thereto; to pay all costs, fees and expenses of this Trust Deed.

6. To provide Beneficiary with copies of receipts showing payment of all taxes and assessments affecting the Property and all premiums on insurance therefor, within thirty (30) days of such payment.

7. To comply and insure that the Property complies at all times and in all respects with all applicable local, state, and federal laws, ordinances, regulations and orders relating to the protection of human health or the environment, including, without limitation, all requirements pertaining to the protection of the health and safety of employees or the public and all requirements pertaining to the use, presence, analysis, generation, manufacture, storage, treatment, disposal, transportation, release or threatened release of any "**Hazardous Substances**" (as that term is defined in Section 101(14) of the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended from time to time (42 U.S.C. §§ 9601 et seq.) (collectively, "**Environmental Laws**").

8. To indemnify, defend (by counsel acceptable to Beneficiary), protect, and hold harmless Beneficiary, and each of Beneficiary's directors, officers, employees, agents, attorneys, successors, and assigns, from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, settlement of claims or judgments, losses (including, without limitation, diminution in the value of the Property), damages (including, without limitation, damages for the loss or restriction on use of any area, of any rentable or usable space or of any amenity of the Property), costs or expenses (including, without limitation, attorneys' fees, consultant fees, expert fees, court and appeal costs, and costs of investigating, remediating or otherwise responding to releases or threatened releases of Hazardous Substances) for the death of or injury to any person or damage to any property or natural resources whatsoever, arising from or caused in whole or in part, directly or indirectly, (a) by the presence in, on, under, or about the Property, or any discharge, release or threatened release in or from the Property of any Hazardous Substances or Trustor's use, analysis, storage, transportation, disposal, release, threatened release, discharge, or generation of Hazardous Substances to, in, on, under, about, or from the Property, or (b) Trustor's failure to comply with any Environmental Law. Trustor's obligations under this Section shall include, without limitation, and whether foreseeable or unforeseeable, any and all costs incurred in connection with any investigation of site conditions, and any and all costs of any required or necessary repair, cleanup, detoxification, or decontamination of the Property, and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith. For purposes of the release and indemnity provisions hereof, any acts or omissions of Trustor, or by employees, agents, assignees, contractors, or subcontractors of Trustor or others acting for or on behalf of Trustor (whether or not they are negligent, intentional, willful, or unlawful), shall be strictly attributable to Trustor.

9. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of eighteen percent (18%) per annum until paid, and the repayment thereof shall be secured hereby.

10. To comply with each and every term, condition, procedure, promise and covenant set forth in the Contract.

**Trustor further agrees, covenants, represents and warrants as follows:**

11. Should the 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 of action and proceeds, including the proceeds of any policies of fire and other insurance affecting the Property, are hereby assigned to Beneficiary who may, after deducting therefrom all its expenses, 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.

12. 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 Contract 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 (i) join in granting any easement or creating any restriction thereon; (ii) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (iii) reconvey, without warranty, all or any part of the 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 Trustee's reasonable fees for any of the services mentioned in this paragraph.

13. Trustor hereby assigns and grants to Beneficiary a security interest in all of the following: (i) all furnishings, fixtures, equipment, materials, supplies, goods, and any other personal property now or hereafter located on, attached to, or used in connection with the Property or the construction of any improvements thereon, whether or not stored or located on or off the Property; (ii) all accounts, contracts and contract rights (including without limitation contracts for architectural, engineering, soils, and landscaping reports, plans, designs, and services; contracts for environmental site assessments, inspections, reports, and related matters; contracts for maintenance and service; and contracts for the construction, remodeling, refurbishing, or demolition of any improvements on the Property), permits, licenses, plans, drawings, specifications, models, performance and payment bonds, security deposits, escrow and impound funds and accounts, documents, instruments, chattel paper, and general intangibles in any manner pertaining to the Property, the construction of any improvements thereon, or the management, use, maintenance, or operation thereof; (iii) all insurance policies, insurance proceeds, unearned premiums, and condemnation awards with respect to the Property; and (iv) all products and proceeds from any of the foregoing (collectively, the "Personal Property"). Trustor shall execute and deliver to Beneficiary such further instruments, including without limitation Uniform Commercial Code Financing Statements and Continuation Statements, and do such further acts as may be necessary or as may be reasonably required by Beneficiary to carry out more effectively the purposes of this Trust Deed and to subject to the lien, security interest and mortgage created or intended to be created hereby any property, rights, or interests covered or intended to be covered by this Trust Deed. Trustor authorizes (to the extent such authorization is valid under applicable law) Beneficiary to execute and file, without Trustor's signature, such Uniform Commercial Code Financing Statements and Continuation Statements as Beneficiary may deem necessary in order to perfect, or continue the perfection, of the security interests created by this Trust Deed. Trustor shall not, during the existence of this Trust Deed and without the written consent of Beneficiary, remove from the Property or any improvements thereon, any fixture, structure, or other improvement at any time affixed or constructively affixed to the Property or its improvements or any portion thereof, or any Personal Property, except in the ordinary course of Trustor's business.

14. This Trust Deed constitutes a Security Agreement with respect to the Personal Property and any of the Property, to the extent that it constitutes property subject to Article 9 of the Utah Uniform Commercial Code, and Beneficiary shall have all of the rights and remedies with respect thereto of a secured party under the Utah Uniform Commercial Code, as well as all other rights and remedies available at law or in equity. Trustor agrees that Beneficiary may file

this Trust Deed or a reproduction or photocopy thereof in any governmental office necessary to perfect Beneficiary's security interest in the Personal Property, and that the same shall be sufficient as a financing statement.

15. As additional security, Trustor hereby assigns to 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 of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.

16. 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: (a) 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 the Property for such purposes; (b) commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; (c) pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and (d) 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. In addition, upon any default by Trustor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

17. The entering upon and taking possession of the Property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of the Property, and the application or release thereof as aforesaid, shall not cure or waive any notice of default hereunder or invalidate any act done pursuant to such notice.

18. Notwithstanding anything to the contrary contained herein, Beneficiary, with regard to all Personal Property, shall have the right to exercise, from time to time, any and all rights and remedies available to Beneficiary, as a secured party under the Utah Uniform Commercial Code, and any and all rights and remedies available to Beneficiary under any other applicable law. Upon written demand from Beneficiary, Trustor shall, at Trustor's expense, assemble such Personal Property and make it available to Beneficiary at a reasonably convenient place designated by Beneficiary.

19. A sale or disposition of the Property, or a change of control of Trustor, would constitute a material impairment of the Property as security for the loan. Accordingly, Trustor shall not sell, convey or otherwise transfer the Property or any part thereof or interest therein, without the prior written consent of Beneficiary. If the Property, or any part thereof, or any interest therein, is sold, conveyed or otherwise transferred without the prior written consent of Beneficiary, or if Trustor be divested of title to the Property, or any part thereof or interest therein, in any manner, whether voluntarily or involuntarily, then the full indebtedness of the Contract and the other obligations of Trustor hereunder, at the option of Beneficiary and without demand or notice, shall immediately become due and payable.

20. 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.

21. 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 the Property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein the Property or some part or parcel thereof is situated.

22. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which 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 he deems expedient, postpone the sale from time to time until it shall be completed and, in every 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 one day beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its Deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in the 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 to



payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of Trustee's and attorney's fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at eighteen percent (18%) per annum from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the County in which the sale took place.

23. In addition to the exercise of the power of sale and foreclosure of this Trust Deed, 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. The procedures relating to the exercise of the power of sale or foreclosure of this Trust Deed as a mortgage shall be governed by then existing law, or to the extent such procedures are not covered by then existing law, by law existing as of the date of this Trust Deed. Following foreclosure of this Trust Deed as a mortgage, the purchaser at the sale held pursuant to judicial decree shall be entitled to possession of the Property during any period of redemption.

24. 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 the 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.

25. In addition to anything else contained in this Trust Deed, the following shall constitute an event of default hereunder and shall automatically permit Beneficiary and/or Trustee to make use of all of its remedies at law or contained in this Trust Deed: (a) Trustor fails to timely make a payment required hereunder or timely perform any of the Obligations; (b) Trustor (i) files a voluntary petition in bankruptcy or files a petition or answer seeking or acquiescing in a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future law or regulation relating to bankruptcy, insolvency or other relief for debtors, (ii) consents to or acquiesces in the appointment of a trustee, receiver or liquidator of Trustor or the Property (iii) makes a general assignment for the benefit of creditors, or (iv) admits in writing its inability to pay its debts generally as they become due; (c) a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Trustor seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future law or regulation relating to bankruptcy, insolvency or other relief for debtors; or (d) a trustee, receiver or liquidator of Trustor or the Property is appointed without the consent or acquiescence of Trustor.

26. This Deed of Trust shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successor and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall include any

owner, holder, pledge or assignee of the Contract secured hereby. In this Deed of Trust, whenever the context requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

27. 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.

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

29. Trustor shall assign to Beneficiary, as additional security for Trustor's performance of its obligations hereunder, any and all future lease agreements entered into by Trustor, as landlord, which pertain to the Property or the improvements thereon, or any portion thereof, and all such leases shall contain a covenant on the part of the tenant thereunder, enforceable by Beneficiary, obligating such tenant upon request of Beneficiary, to attorn to and become a tenant of Beneficiary, or any purchaser from Trustee or through foreclosure of this Trust Deed or deed-in-lieu of foreclosure, for the unexpired term of, and subject to the terms and conditions of such future lease agreements. The assignments of lease shall be in form and content satisfactory to Beneficiary.

IN WITNESS WHEREOF, Trustor has executed and acknowledged this instrument as of the date first set forth above.

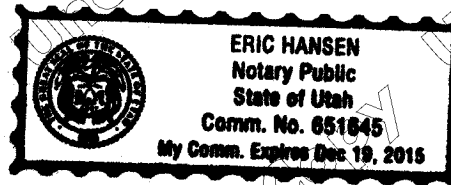
Trustor:

Sharon P. Richards  
\_\_\_\_\_

STATE OF UTAH )  
                  Salt ) : ss.  
COUNTY OF WEBER )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of March, 2013, by Sharon P. Richards

[Signature]  
NOTARY PUBLIC



**Exhibit "A"**

**Mountain Valley Ranch Property Description:**

All of Lot 15 of the Mountain Valley Ranch Subdivision Entry No 116704. According to the official plat herof on file and of the record in the office of the recorder, Summit County, Utah.

**CONTAINS 1.29 ACRES, MORE OR LESS**