

WHEN RECORDED, RETURN TO:

DROF Properties, LLC  
2049 South 1230 West  
Syracuse, Utah 84075

Tax I.D. 12-074-0038

**DEED OF TRUST**

THIS DEED OF TRUST ("Deed of Trust"), made effective this 30<sup>th</sup> day of June, 2022, between ACCH Bravo Clearfield, LLC, a Utah limited liability company, as Trustor, whose address is 4289 South El Camino Street, Taylorsville, Utah 84129; Artisan Title Insurance Agency, Inc., as TRUSTEE, whose address is 6330 South 3000 East, #670, cottonwood Heights, UT 84121; and DROF Properties, LLC, whose address is 2049 South 1230 West, Syracuse, Utah 84075, as BENEFICIARY.

**RECITALS:**

1. Trustor is the owner of fee simple title in and to certain real property located in Davis County, Utah, as more particularly described as follows (the "Property"):

A parcel of land located in the Northeast Quarter of Section 13, Township 4 North, Range 2 West, Salt Lake Base and Meridian, more particularly described as follows: Beginning at a point on the Southerly right of way line of State Road 108 (1700 South Street), which is 128.25 feet South 00°09'46" West and 455.97 feet South 89°50'14" East from the North Quarter corner of Section 13, and running thence South 88°32'17" East 57.57 feet along said right of way to a point, which is 110.00 feet perpendicular from the center line of said road at Engineer's Station 70+00.00; thence South 88°15'06" East 268.81 feet along said road; thence South 00°13'56" West 281.93 feet to the Northerly boundary line of Fox Hollow Phase 2 Subdivision; thence North 89°46'04" West 121.03 feet along said subdivision to the Northeast corner of Fox Hollow Phase 1 Subdivision; thence North 89°46'04" West 205.00 feet along said subdivision to the Easterly right of way line of 575 East Street; thence North 00°11'08" East 290.28 feet along said road to the point of beginning.

Davis County, Utah  
Parcel No: 12-074-0038

2. Trustor has agreed to pay Beneficiary the sum of Four Million Three Hundred Fifty-three Thousand Six Hundred Thirty and 57/100 dollars (\$4,353,630.57), plus six percent (6%) simple interest per annum, in accordance with the terms and provisions of that certain Promissory Note signed by Trustor, as Maker, of even date herewith.

3. Trustor is willing to encumber the Property as collateral for the Trustor's obligations to Beneficiary.

Trustor hereby CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, 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 now or hereafter used or enjoyed with said property, or any part thereof;

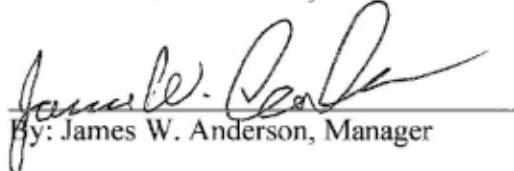
FOR THE PURPOSE OF SECURING payment of the indebtedness evidenced by a promissory note of even date herewith, in the principal sum of \$4,353,630.57, payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and payment of any sums expended or advanced by Beneficiary to protect the security hereof.

Trustor agrees to pay all taxes and assessments on the Property, to pay all charges and assessments on water or water stock used on or with the Property, not to commit waste, to maintain adequate fire insurance on improvements on the Property, to pay all costs and expenses of collection (including Trustee's and attorney's fees in event of default in payment of the indebtedness secured hereby and to pay reasonable Trustee's fees for any of the services performed by Trustee hereunder, including a reconveyance hereof.

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

The officers who sign this trust deed hereby certify that this trust deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the Managers of the Trustor at a lawful meeting duly held and attended by a quorum.

ACCH Bravo Clearfield, LLC

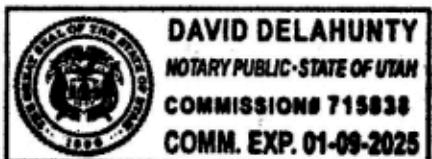


By: James W. Anderson, Manager

STATE OF UTAH )  
:ss  
COUNTY OF SALT LAKE )

On the 30<sup>th</sup> day of June, 2022, personally appeared before me James W. Anderson, who being by me duly sworn did say, that he, is the Manager of ACCH Bravo Clearfield, LLC, and that the foregoing instrument was signed on behalf of said limited liability company.

[S E A L]



Notary Public

Residing at:

David Delahunty  
169125