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2/10/2021 4:35:00 PM \$40.00  
Book - 11116 Pg - 5609-5615  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 7 P.

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

Peterbuilt HH, L.L.C.  
Attn: Steven Peterson  
6510 South Millrock Drive #450  
Salt Lake City, Utah 84121

APN(s):	22-09-228-025	22-09-228-026
	22-09-228-027	22-09-228-036
	22-10-151-012	22-10-151-007
	22-10-151-008	22-10-151-009
	22-09-228-024	

137413-DMF

**MEMORANDUM OF MODIFICATION TO TRUST DEED**

THIS MEMORANDUM OF MODIFICATION TO TRUST DEED ("**Memorandum**") is effective as of December 30, 2020, by and between KMW DEVELOPMENT L.L.C., a Utah limited liability company ("**Trustor**"), and PETERBUILT HH, L.L.C., a Utah limited liability company ("**Beneficiary**").

**RECITALS**

- A. Trustor is the current trustor under that certain Trust Deed with Assignment of Rents, dated June 15, 2020, executed by Trustor, to Cottonwood Title Insurance Agency, Inc., a Utah corporation, as trustee, for the benefit of Beneficiary, as beneficiary, which was recorded on June 22, 2020, as Entry No. 13305287 in Book 10965 at Page 5307, in the Official Records of Salt Lake County, Utah, ("**Trust Deed**").
- B. The Trust Deed encumbers certain real property described on Exhibit A, attached hereto.
- C. Contemporaneously with the execution of the Trust Deed, Trustor and Beneficiary entered into that certain Secured Cross Indemnification Agreement dated June 15, 2020 ("**Original Agreement**").
- D. Trustor and Beneficiary have, contemporaneously herewith, entered into an Amended and Restated Secured Cross Indemnification Agreement ("**Amended and Restated Agreement**") of even date herewith.
- E. Trustor and Beneficiary desire to amend the Trust Deed to provide notice that the obligations evidenced by the Amended and Restated Agreement are secured by the Trust Deed.

NOW, THEREFORE, Trustor and Beneficiary hereby agree as follows:

- 1. **AMENDMENT.** Any references in the Trust Deed to the Original Agreement shall instead refer to the Amended and Restated Agreement.
- 2. **RATIFICATION OF TRUST DEED.** As amended by this Memorandum, the Trust Deed is ratified and confirmed and continues in full force and effect. The Trust Deed as modified herein shall be binding upon an inure to the benefit of Trustor and Beneficiary, and their respective successors and assigns. No provision of this Memorandum may be changed, discharged, supplemented, terminated or waived except in a writing signed by Beneficiary.



3. **NO NOVATION**. Nothing hereinto contained shall be construed as a substitution or novation of the obligations outstanding under the Trust Deed.

4. **COUNTERPART**.

(a) To facilitate execution, this document may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. It shall not be necessary in making proof of this document to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

*[Signature Pages Follow]*

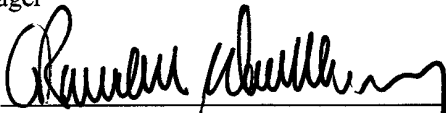


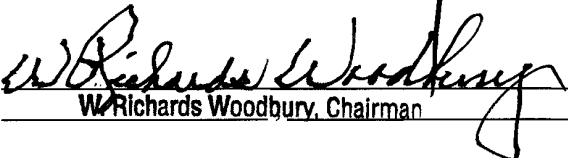
**TRUSTOR'S SIGNATURE PAGE:**

"TRUSTOR"

KMW DEVELOPMENT L.L.C., a Utah limited liability company

By: Woodbury Corporation, a Utah corporation  
Its Manager

By:   
O. Randall Woodbury, President

By:   
W. Richards Woodbury, Chairman

By: MILLROCK CAPITAL, II, LLC, a Utah limited liability company  
Its Manager

By:   
Steven Peterson, Manager

*[Acknowledgments on Following Page]*

STATE OF UTAH )  
 :SS  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of Feb., 2021, by O. Randall Woodbury, President of Woodbury Corporation, a Utah corporation, Manager of KMW Development L.L.C., a Utah limited liability company.



Tiffany M. Steele  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_

STATE OF UTAH )  
 :SS  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of Feb., 2021, by w. Richards Woodbury Chairman of Woodbury Corporation, a Utah corporation, Manager of KMW Development L.L.C., a Utah limited liability company.



Tiffany M. Steele  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

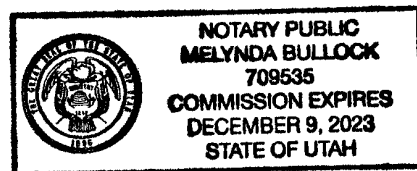
My commission expires: \_\_\_\_\_

STATE OF UTAH )  
 :SS  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of February, 2021, by Steven Peterson, Manager of Millrock Capital, II, LLC, a Utah limited liability company, Manager of KMW Development L.L.C., a Utah limited liability company.

Melynda Bullock  
NOTARY PUBLIC  
Residing at: Lindon Utah

My commission expires: December 9<sup>th</sup> 2023



*Handwritten initials/signature*

**BENEFICIARY'S SIGNATURE PAGE:**

"BENEFICIARY"

Peterbuilt HH, L.L.C., a Utah limited liability company

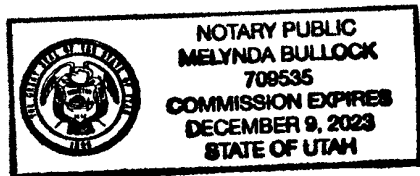
By:   
Steven Peterson, Manager

STATE OF UTAH                    )  
  :SS  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of February, 2021, by Steven Peterson, Manager of Peterbuilt HH, L.L.C., a Utah limited liability company.

Melynda Bullock  
NOTARY PUBLIC  
Residing at: Lindon Utah

My commission expires: December 9<sup>th</sup> 2023



*[Handwritten mark]*

*[Handwritten mark]*

**EXHIBIT A - DESCRIPTION OF PROPERTY**

Exhibit A to Memorandum of Modification to Trust Deed, by and between KMW Development L.L.C., a Utah limited liability company, as Trustor, and Peterbuilt HH, L.L.C., a Utah limited liability company, as Beneficiary.

All that certain real property located in the County of Salt Lake, State of Utah, described as follows:

Beginning at a point that is located along the South R.O.W. line of Murray Holladay Road; said point being North 00° 03' 51" West 1964.48 feet along Section Line and West 564.74 feet from the East Quarter Corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base & Meridian;

Thence South 52° 39' 04" East a distance of 31.15 feet, Thence South 85° 09' 26" East a distance of 32.57 feet, Thence South 03° 12' 23" East a distance of 144.94 feet to the beginning of a curve, Said curve bears to the right through an angle of 12° 00' 50", having a radius of 100.00 feet along the arc a distance of 20.97, and whose long chord bears South 02° 48' 02" West a distance of 20.93 feet, Thence South 08° 48' 26" West a distance of 16.19 feet to the beginning of a curve, Said curve bears to the left through an angle of 12° 00' 50", having a radius of 100.00 feet along the arc a distance of 20.97, and whose long chord bears South 02° 48' 02" West a distance of 20.93 feet,

Thence South 03° 12' 23" East a distance of 121.48 feet to the beginning of a curve, Said curve bears to the right through an angle of 34° 52' 38", having a radius of 29.00 feet along the arc a distance of 17.65, and whose long chord bears South 14° 13' 56" West a distance of 17.38 feet, Thence South 31° 40' 15" West a distance of 8.56 feet,

Thence South 31° 40' 15" West a distance of 243.97 feet, Thence South 31° 40' 15" West a distance of 170.77 feet, Thence North 60° 16' 35" West a distance of 384.41 feet, Thence South 87° 46' 29" West a distance of 28.89 feet, Thence North 02° 51' 06" West a distance of 515.70 feet, Thence South 86° 40' 30" East a distance of 19.61 feet, Thence North 43° 40' 39" East a distance of 29.03 feet to the South R.O.W. line of Murray Holladay Road, Thence along said Murray Holladay Road South 89° 47' 36" East a distance of 507.65 feet to the point of beginning. (aka Proposed Block "B")

Beginning at a point that is North 00° 03' 51" West 730.11 feet along Section Line and West 143.25 feet from the East Quarter Corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base & Meridian;

Thence South 02° 20' 32" West a distance of 744.79 feet, Thence North 56° 10' 59" West a distance of 122.41 feet, Thence North 39° 48' 39" West a distance of 489.59 feet, Thence North 39° 48' 39" West a distance of 28.37 feet, Thence North 48° 41' 17" East a distance of 531.98 feet, Thence South 41° 18' 43" East a distance of 97.21 feet to the point of beginning. (aka Proposed Block "F")

Beginning at a point that is located North 00°03'51" West 715.16 feet along Section Line and East 211.16 feet from the East Quarter Corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base & Meridian; thence South 87°39'28" East a distance of 79.95 feet; thence North 64°16'35" East a distance of 120.11 feet to the West Right-of-Way line of Memory Lane; thence along said Right-of-Way line of Memory Lane the following four calls, South 34°14'59" East a distance of 22.55 feet to the beginning of a curve; said curve bears to the right through 10°09'55", having a radius of 1121.28 feet along the arc a distance of 198.93 feet, and whose long chord bears South 29°10'02" East a distance of 198.67 feet to the beginning of a curve; said curve bears to the right through 08°28'05", having a radius of 1121.28 feet along the arc a distance of 165.72 feet, and whose long chord bears South 19°51'02" East a distance of 165.57 feet to the beginning of a curve; said curve bears to the right through 49°37'00", having a radius of 225.79 feet along the arc a distance of 195.53 feet, and whose long chord bears South 09°11'31" West a distance of 189.48 feet to North Right-of-Way line of Arbor Lane and running along said Right-of-Way line the following five calls said point is also the beginning of a curve; said curve bears to the right through 10°16'29", having a radius of 821.00 feet along the arc a distance of 147.23 feet along said North Right-of-Way line of Arbor Lane, and whose long chord bears South 39°08'15" West a distance of 147.03 feet to the beginning of a curve; said curve bears to the right through an angle of 09°18'31", having a radius of 821.00 feet along the arc a distance of 133.38 feet, and whose long chord bears South 48°55'45" West a distance of 133.24 feet to a point of intersection with a line; thence South 36°24'59" East a distance of 8.50 feet to the beginning of a curve; said curve bears to the right through an angle of 41°24'00", having a radius of 214.51 feet along the arc a distance of 155.00 feet, and whose long chord bears South 74°17'01" West a distance of 151.65 feet; thence North 85°00'59" West a distance of 83.75 feet; thence North 07°21'33" East a distance of 734.30 feet to the point of beginning. (aka Proposed Block "L")

