



**Tax Serial Number:**  
41-21-411-0001; 41-21-400-0062; 41-21-400-0069

**RECORDATION REQUESTED BY:**

Capital Community Bank  
PLEASANT GROVE BRANCH  
1909 W STATE STREET  
PLEASANT GROVE, UT 84062

**WHEN RECORDED MAIL TO:**

Capital Community Bank  
PLEASANT GROVE BRANCH  
1909 W STATE STREET  
PLEASANT GROVE, UT 84062

**FOR RECORDER'S USE ONLY**

## **MODIFICATION OF DEED OF TRUST**

**THIS MODIFICATION OF DEED OF TRUST** dated March 18, 2024, is made and executed between The Waters Edge Properties LLC, a Utah Limited Liability Company; whose address is 967 West Center St., Orem, UT 84057 ("Trustor") and Capital Community Bank, whose address is PLEASANT GROVE BRANCH, 1909 W STATE STREET, PLEASANT GROVE, UT 84062 ("Lender").

**DEED OF TRUST.** Lender and Trustor have entered into a Deed of Trust dated October 26, 2023 (the "Deed of Trust") which has been recorded in Rich County County, State of Utah, as follows:

**RECORDING DATED NOVEMBER 01, 2023 FILING # 106278 BOOK # D13 PAGE 1368 AND MODIFICATION DEED OF TRUST DATED FEBRUARY 21, 2024, FILING# 106784, BOOK E13, PAGE 1801, FILED IN THE RICH COUNTY RECORDER'S OFFICE.**

**REAL PROPERTY DESCRIPTION.** The Deed of Trust covers the following described real property located in Rich County County, State of Utah:

**PARCEL 1:** Part of Lot 9, Block 6, Plat "B" GARDEN CITY SURVEY, described as follows: Commencing 99 feet North from the Southwest corner of Lot 9, Block 6, Plat "B" GARDEN CITY SURVEY, running thence East 225 feet; thence North 99 feet; thence West 225 feet; thence South 99 feet to the place of beginning. Tax Parcel # 41-21-400-0062

**PARCEL 3:** Part of Lot 9, Block 6, Plat "B" GARDEN CITY SURVEY, described as follows: Beginning at a point 198 feet North and 225 feet East of the Southwest corner of Lot 9, Block 6, Plat "B" GARDEN CITY SURVEY, thence East 125 feet; thence South 124 feet; thence West 125 feet; thence North 124 feet to the point of beginning. Tax Parcel # 41-21-400-0069.

88 South Bear Lake Boulevard, Garden City, Utah 84028

ALL of WATERS EDGE RESORT PLANNED UNIT DEVELOPMENT PHASE III, as shown by the official plat thereof filed October 5, 2016 as Filing No. 90302 in Book S11, Page 1749 in the office of the Recorder of Rich County, Utah. Tax Parcel # 41-21-411-0001

The Real Property or its address is commonly known as Address Not Assigned and 88 South Bear Lake Boulevard,

**MODIFICATION OF DEED OF TRUST  
(Continued)**

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Garden City, UT 84028. The Real Property tax identification number is 41-21-411-0001; 41-21-400-0062; 41-21-400-0069.

**MODIFICATION.** Lender and Trustor hereby modify the Deed of Trust as follows:

**THE AMOUNT OF THIS DEED OF TRUST SHALL INCREASE FROM \$1,000,000.00 TO \$2,250,000.00.**

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND TRUSTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED MARCH 18, 2024.**

**TRUSTOR:**

**THE WATERS EDGE PROPERTIES, LLC**

By: 

John H. Curtis, not individually but solely in his capacity as  
Court-appointed Receiver in Case No. 230100026

**LENDER:**

**CAPITAL COMMUNITY BANK**

x 

Todd Lewis, Vice President

MODIFICATION OF DEED OF TRUST  
(Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH )  
 ) SS  
COUNTY OF SALT LAKE )

On this 19<sup>th</sup> day of MARCH, 20 24, before me, the undersigned Notary Public, personally appeared John H Curtis, not individually but solely in his capacity as Court-appointed Receiver in Case No. 230100026, RECEIVER of The Waters Edge Properties, LLC, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Raani Erikson  
Notary Public in and for the State of UTAH

Residing at SALT LAKE CITY  
My commission expires 9/15/2027

LENDER ACKNOWLEDGMENT

STATE OF Utah )  
 ) SS  
COUNTY OF Utah )

On this 21<sup>st</sup> day of MARCH, 20 24, before me, the undersigned Notary Public, personally appeared Todd Lewis and known to me to be the Vice President, authorized agent for Capital Community Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Capital Community Bank, duly authorized by Capital Community Bank through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of Capital Community Bank.

By Joe Kirby  
Notary Public in and for the State of Utah

Residing at Pleasant Grove  
My commission expires 01-08-2028

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