

MTC 285703/330363

Tax Serial Number:

27-17-251-014 (PARCEL 1); 27-17-251-020 (PARCEL 2); 27-17-251-021 (PARCEL 3); 27-17-176-031 (PARCEL 4)

**WHEN RECORDED MAIL TO:**

First Community Bank Utah, Division of Glacier Bank  
Layton Hills Branch  
1601 N. Hill Field Rd.  
Layton, UT 84041

**FOR RECORDER'S USE ONLY**

**MODIFICATION OF DEED OF TRUST**



\*#####%0735%09182023%#####%19\*

THIS MODIFICATION OF DEED OF TRUST dated September 18, 2023, is made and executed between KICK CREEK, L.L.C., a Utah limited liability company whose address is 225 SOUTH 200 EAST, SALT LAKE CITY, UT 84111-5007 and HARVEST POINTE, LLC, a Utah limited liability company whose address is 225 SOUTH 200 EAST, SALT LAKE CITY, UT 84111-0000 ("Trustor") and First Community Bank Utah, Division of Glacier Bank, whose address is Layton Hills Branch, 1601 N. Hill Field Rd., Layton, UT 84041 ("Lender").

**DEED OF TRUST.** Lender and Trustor have entered into a Deed of Trust dated May 20, 2020 (the "Deed of Trust") which has been recorded in SALT LAKE County, State of Utah, as follows:

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

Page 2

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Recorded May 21, 2020 in the office of the Salt Lake County Recorder as Entry No. 13276891 in Book 10947 at Page 5792-5808.

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

Parcel 1: [27-17-251-014]

Lot 4B, Harvest Village at South Jordan Subdivision Phase 1 - Lot 4 Amended, Amending all of Lot 4 Harvest Village as South Jordan Subdivision Phase 1, according to the plat thereof as recorded in the office of the Salt Lake County Recorder.

Parcel 2: [27-17-251-020]

Lot 5B, Harvest Village at South Jordan Subdivision Phase 1 - Lot 5 Amended, Amending all of Lot 5 Harvest Village at South Jordan Subdivision Phase 1, according to the plat thereof as recorded in the office of the Salt Lake County Recorder.

Parcel 3: [27-17-251-021]

Lot 5C, Harvest Village at South Jordan Subdivision Phase 1 - Lot 5 Amended, Amending all of Lot 5, Harvest Village at South Jordan Subdivision Phase 1, according to the plat thereof as recorded in the office of the Salt Lake County Recorder.

~~Parcel 4: [27-17-251-021]~~  
PARCEL 4: [27-17-251-024]

Beginning at a point being North 89 deg 57'00" West 290.73 feet along the south line of 10400 South Street from the Northwest Corner of Lot 3, Albertson's 10400 South Street Subdivision as found and on file at the Salt Lake County Recorder's Office, Book 2002, Page 243, and running; thence Southwesterly 27.77 feet along the arc of a 35.00 foot radius curve to the left (center bears South 44 deg 34'51" East and the long chord bears South 22 deg 41'12" West 27.05 feet with a central angle of 45 deg 27'54"); thence South 0 deg 02'32" East 67.31 feet; thence Southwesterly 12.46 feet along the arc of a 50.00 foot radius curve to the right (center bears North 89 deg 57'15" East and the long chord bears South 7 deg 05'48" West 12.43 feet with a central angle of 14 deg 6'39"); thence South 14 deg 14'07" West 49.15 feet; thence Southwesterly 103.10 feet along the arc of a 119.00 foot radius curve to the right (center bears North 75 deg 45'53" West and the long chord bears South 39 deg 03'22" West 99.91 feet with a central angle of 49 deg 38'29"); thence Southwesterly 100.40 feet along the arc of a 90.00 foot radius curve to the left (center bears South 26 deg 07'24" East and the long chord bears South 31 deg 55'02" West 95.28 feet with a central angle of 63 deg 55'09"); thence South 0 deg 02'33" East 136.59 feet; thence East 116.23 feet; thence North 188.61 feet; thence East 115.65 feet; thence South 327.62 feet; thence East 193.09 feet to the west line of Lot 2, Albertson's 10400 South Street Subdivision; thence South 156.58 feet along the west line to the Southwest Center of said Lot 2, Albertson's 10400 South Street Subdivision; thence North 89 deg 57'00" West 461.67 feet along the south line to the Southwest Corner of said Albertson's 10400 South Street Subdivision; thence North 0 deg 02'34" West 481.22 feet along the west line of said Albertson's 10400 South Street Subdivision; thence North 89 deg 57'29" east 17.60 feet; thence Northeasterly 82.88 feet along the arc of a 120.00 foot radius curve to the right (center bears South 65 deg 41'48" East and the long chord bears North 44 deg 05'19" East 81.24 feet with a central angle of 39 deg 34'13"); thence Northeasterly 99.28 feet along the arc of a 89.00 foot radius curve to the left (center bears North 26 deg 07'35" West and the long chord bears North 31 deg 54'57" East 94.21 feet

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

Page 3

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with a central angle of 63 deg 54'57"); thence North 0 deg 02'32" West 97.83 feet; thence Northwesterly 28.06 feet along the arc of a 35.00 foot radius curve to the left (center bears South 89 deg 57'35" West and the long chord bears North 23 deg 00'13" West 27.31 feet with a central angle of 45 deg 55'36") to the south line of 10400 South Street; thence South 89 deg 57'00" East 61.10 feet along the south line of said 10400 South Street to the point of beginning.

Less and excepting any and all portions lying within the legal bounds of Harvest Pointe Drive.

The Real Property or its address is commonly known as 10494 SOUTH RIVER HEIGHTS DRIVE AS TO PARCEL 1; NOT AVAILABLE RIVER HEIGHTS DRIVE AS TO PARCEL 2 & PARCEL 3; & 3773 WEST SOUTH JORDAN PARKWAY AS TO PARCEL 4, SOUTH JORDAN, UT 84095. The Real Property tax identification number is 27-17-251-014 (PARCEL 1); 27-17-251-020 (PARCEL 2); 27-17-251-021 (PARCEL 3); 27-17-176-031 (PARCEL 4).

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

**The parties hereby agree to increase the amount of the Line of Credit available to Borrower pursuant to the terms of the Promissory Note and Loan Agreement to the principal sum of \$2,500,000.00.**

Harvest Pointe, LLC is hereby added to the Loan as a Borrower.

Parcel 3 and Parcel 4 as described herein are hereby added as additional collateral.

**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 endorser 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 SEPTEMBER 18, 2023.**

MODIFICATION OF DEED OF TRUST  
(Continued)


Page 4

TRUSTOR:

KICK CREEK, L.L.C.

By:   
BARRETT J. PETERSON, Manager of KICK CREEK,  
L.L.C.

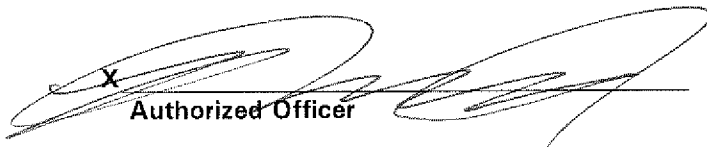
HARVEST POINTE, LLC

By:   
BARRETT J. PETERSON, Manager of HARVEST  
POINTE, LLC

By:   
JUSTIN V. PETERSON, Manager of HARVEST POINTE,  
LLC

LENDER:

FIRST COMMUNITY BANK UTAH, DIVISION OF GLACIER BANK

  
Authorized Officer

MODIFICATION OF DEED OF TRUST  
(Continued)

Page 5

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah )  
 ) SS  
COUNTY OF Salt Lake )

On this 20th day of September, 2023, before me, the undersigned Notary Public, personally appeared **BARRETT J. PETERSON**, Manager of KICK CREEK, L.L.C., 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 Lori Johnstun  
Notary Public in and for the State of Utah

Residing at SLC UT  
My commission expires 04/02/2027



MODIFICATION OF DEED OF TRUST  
(Continued)

Page 6

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah )  
 ) SS  
COUNTY OF Salt Lake )

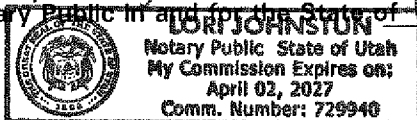
On this 20th day of September, 20 23, before me, the undersigned Notary Public, personally appeared **BARRETT J. PETERSON, Manager of HARVEST POINTE, LLC** and **JUSTIN V. PETERSON, Manager of HARVEST POINTE, LLC**, and known to me to be members or designated agents of the limited liability company that 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By [Signature]

Residing at SLC UT

Notary Public in and for the State of Utah

My commission expires 04/02/2027



MODIFICATION OF DEED OF TRUST  
(Continued)

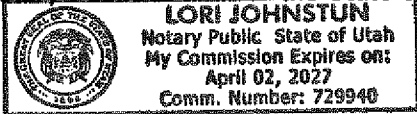
Page 7

LENDER ACKNOWLEDGMENT

STATE OF Utah )  
 ) SS  
COUNTY OF Salt Lake )

On this 20th day of September, 20 23, before me, the undersigned Notary Public, personally appeared patrick Barlow and known to me to be the Vice President, authorized agent for **First Community Bank Utah, Division of Glacier Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **First Community Bank Utah, Division of Glacier Bank**, duly authorized by **First Community Bank Utah, Division of Glacier 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 **First Community Bank Utah, Division of Glacier Bank**.

By Lori Johnston  
Notary Public in and for the State of Utah



Residing at Suc UT

My commission expires 04/02/2027