

14364659 B: 11560 P: 2082 Total Pages: 7
03/31/2025 12:28 PM By: asteffensen Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

Tax Serial Number:

28-14-126-001, 28-14-126-013 and 28-14-126-002

RECORDATION REQUESTED BY:

BANK OF UTAH
OREM LOAN
1000 WEST 800 NORTH
OREM, UT 84057

WHEN RECORDED MAIL TO:

BANK OF UTAH
OREM LOAN
1000 WEST 800 NORTH
OREM, UT 84057

SEND TAX NOTICES TO:

DIMPLE DELL ORCHARDS, LLC
13697 S 3825 W
RIVERTON, UT 84065

171447- A - CAP

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated March 26, 2025, is made and executed between **DIMPLE DELL ORCHARDS, LLC**, a Utah limited liability company, whose address is 13697 S 3825 W, RIVERTON, UT 84065 ("Trustor") and **BANK OF UTAH**, whose address is OREM LOAN, 1000 WEST 800 NORTH, OREM, UT 84057 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated May 24, 2024 (the "Deed of Trust") which has been recorded in Salt Lake County, State of Utah, as follows:

Recorded on 05-28-2024; as Entry No. 14245414; in Book No. 11494; on Page No. 831 in the Office of the Salt Lake County Recorder.

REAL PROPERTY DESCRIPTION. The Deed of Trust originally covered the following described real property located in Salt Lake County, State of Utah:

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

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

Pursuant to the recording of a subdivision plat recorded January 6, 2025 as Entry 14332812 in Book 2025P at Page 5 and subsequent partial reconveyance of portions of the real property described in Exhibit A, the property description is hereby amended and restated to be:

Lots 1 through 4, inclusive, and Lots 8 through 25, inclusive, and Parcel "A", THE ORCHARDS AT DIMPLE DELL, according to the official plat thereof, as recorded January 6, 2025 as Entry No. 14332812 in Book 2025P at Page 5 in the office of the Salt Lake County Recorder, State of Utah.

28-14-126-073, 28-14-126-075, 28-14-126-076, and 28-14-126-078 through 28-14-126-088 and 28-14-128-001 through 28-14-128-004 and 28-14-129-001 through 28-14-129-006

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 endorers 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.

COUNTERPARTS AND ELECTRONIC SIGNATURES. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original instrument and all of which shall constitute a single agreement. The signature of a party to any counterpart shall be sufficient to legally bind such party and it shall not be necessary for all parties to sign all counterparts. Lender may remove the signature pages from one or more counterparts and attach the same to any other counterpart for the purpose of having a single document containing the signatures of all parties. Any party may effect the execution and delivery of this Agreement by signing the same and sending a signed copy thereof to Lender or its attorney by facsimile, e-mail, or other form of electronic transmission (each an "Electronic Transmission"). Any signed document sent by Electronic Transmission, including the signature thereon, shall be treated in all respects as an original instrument bearing an original signature. Any party

sending a signed copy hereof by Electronic Transmission shall also send the original thereof to Lender within five (5) days thereafter, but failure to do so shall not invalidate or otherwise affect the validity, legality or enforceability of the document sent by Electronic Transmission.

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 26, 2025.

TRUSTOR:

DIMPLE DELL ORCHARDS, LLC

By: Brett M Lovell
BRETT M LOVELL, Manager of DIMPLE DELL ORCHARDS, LLC

By: Howard J Schmidt
HOWARD J SCHMIDT, Manager of DIMPLE DELL ORCHARDS, LLC

LENDER:

BANK OF UTAH

X _____
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH

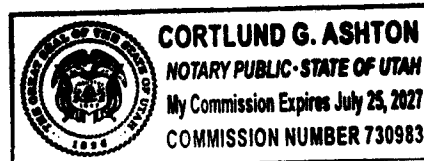
COUNTY OF SALT LAKE

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) SS
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On this 27th day of MARCH, 20 25, before me, the undersigned Notary Public, personally appeared **BRETT M LOVELL, Manager of DIMPLE DELL ORCHARDS, 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: Cortlund G. Ashton
Notary Public in and for the State of UTAH

Residing at DRAPER, UT
My commission expires 7/25/27



sending a signed copy hereof by Electronic Transmission shall also send the original thereof to Lender within five (5) days thereafter, but failure to do so shall not invalidate or otherwise affect the validity, legality or enforceability of the document sent by Electronic Transmission.

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 26, 2025.

TRUSTOR:

DIMPLE DELL ORCHARDS, LLC

By: [Signature]
BRETT M LOVELL, Manager of DIMPLE DELL ORCHARDS, LLC

By: [Signature]
HOWARD J SCHMIDT, Manager of DIMPLE DELL ORCHARDS, LLC

LENDER:

BANK OF UTAH

X [Signature]
Authorized Officer
Jack Mangum

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH

COUNTY OF SALT LAKE

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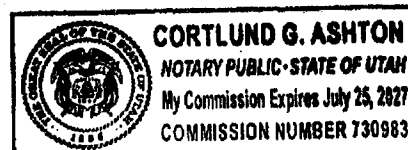
On this 27th day of MARCH, 20 25, before me, the undersigned Notary Public, personally appeared BRETT M LOVELL, Manager of DIMPLE DELL ORCHARDS, LLC, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the 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: [Signature]

Residing at DRAPER, UT

Notary Public In and for the State of UTAH

My commission expires 7/25/27



LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH

COUNTY OF SALT LAKE



CORTLUND G. ASHTON
NOTARY PUBLIC-STATE OF UTAH
My Commission Expires July 25, 2027
COMMISSION NUMBER 730983

07-25-2027
730983

On this 27th day of MARCH, 20 25, before me, the undersigned Notary Public, personally appeared **HOWARD J SCHMIDT, Manager of DIMPLE DELL ORCHARDS, 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 Cortlund G. Ashton

Residing at DRAPER, UT

Notary Public in and for the State
of UTAH

My commission expires 7/25/27

LENDER ACKNOWLEDGMENT

STATE OF _____

)
) SS
)

COUNTY OF _____

On this _____ day of _____, 20 _____, before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, authorized agent for **BANK OF UTAH** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **BANK OF UTAH**, duly authorized by **BANK OF UTAH** 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 **BANK OF UTAH**.

By _____

Residing at _____

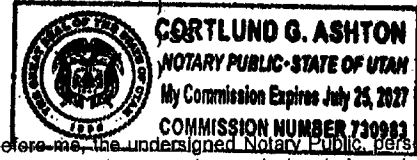
Notary Public in and for the State
of _____

My commission expires _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH

COUNTY OF SALT LAKE



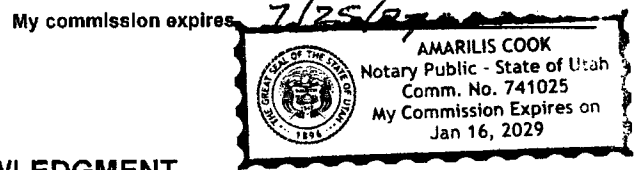
7-25-2027
730983

On this 27th day of MARCH, 20 25, before me, the undersigned Notary Public, personally appeared HOWARD J SCHMIDT, Manager of DIMPLE DELL ORCHARDS, 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 Howard J Schmidt

Residing at DRAPER, UT

Notary Public in and for the State of UTAH



LENDER ACKNOWLEDGMENT

STATE OF Utah

COUNTY OF Utah

On this 28th day of March, 20 25, before me, the undersigned Notary Public, personally appeared Jack Mangum and known to me to be the VP, authorized agent for BANK OF UTAH that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of BANK OF UTAH, duly authorized by BANK OF UTAH 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 BANK OF UTAH.

By Amarilis Cook

Residing at DREN, UT

Notary Public in and for the State of Utah

My commission expires Jan 16, 2029

**EXHIBIT A
PROPERTY DESCRIPTION**

PARCEL 1:

Beginning at a point South 293.15 feet and East 1280.11 feet from the Northwest corner of Section 14, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running thence North 10°25' East 306.94 feet to the North line of said Section 14; thence East along said North line 797.2 feet; thence South 01°35' East 302.00 feet; thence West 861.04 feet to the point of beginning.

PARCEL 2:

Beginning at a point which is 301.88 feet South and 2141.15 feet East from the Northwest corner of Section 14, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 01°35'00" East 30.01 feet; thence West 193.78 feet; thence South 11°12'50" West 307.96 feet; thence West 547.47 feet; thence North 01°40'00" West 83.10 feet; thence North 73°17'00" West 103.00 feet; thence North 10°25'00" East 223.06 feet; thence East 861.04 feet to the point of beginning

LESS AND EXCEPTING THEREFROM the following:

Beginning at a point which is 301.88 feet South and 1440.11 feet East from the Northwest corner of Section 14, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 126.87 feet; thence West 183.32 feet; thence North 10°25'00" East 129 feet; thence East 160 feet to the point of beginning.

ALSO LESS AND EXCEPTING THEREFROM the following:

Beginning at a point which is 301.88 feet South and 1440.11 feet East from the Northwest corner of Section 14, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 126.87 feet; thence East 40.0 feet; thence North 126.87 feet; thence West 40.0 feet to the point of beginning (said conveyance was made on March 7, 1980 to Salt Lake County upon the condition that the grantee devote said property to the use of a highway within 20 years from the date thereof, in the event said condition is not met by grantee within said time period, the property reverts to grantors or their successors in interest as fee owner of the lot known as Lot 1, Olsen N/R).

PARCEL 3:

Beginning at a point which is 301.88 feet South and 1440.11 feet East from the Northwest corner of Section 14, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 126.87 feet; thence East 40.0 feet; thence North 126.87 feet; thence West 40.0 feet to the point of beginning.

The above described parcels also described as one contiguous parcel by survey dated September 28, 2023 as follows:

A tract of land being situate in the Northwest quarter of Section 14, Township 3 South, Range 1 East, Salt Lake Base and Meridian, being comprised of Salt Lake County parcel numbers 28-17-126-001, 28-14-126-002, and 28-14-126-013, said tract having a basis of bearings of North 89°02'20" East between the Northwest corner and the North quarter corner of Section 14, Township 3 South, Range 1 East, Salt Lake Base and Meridian, said tract being more particularly described as follows:

Beginning at a point which is North 89°02'20" East along the section line a distance of 1374.18 feet from the Northwest corner of said section 14, and running thence North 89°02'20" East along the section line a distance of 794.41 feet; thence South 04°23'27" East 333.40 feet to a point on a prolongation of the North line of that certain Special Warranty Deed, recorded as Entry No. 10789601, in Book 9759, at Page 9726, on file with the office of the Salt Lake County Recorder; thence South 89°02'20" West along said line a distance of 209.49 feet to the Northwest corner of said special warranty deed; thence South 11°09'00" West along said West line, and the West line as described in that certain Warranty Deed recorded as Entry No. 5418041, in Book 6591, at Page 0684, and

that certain Special Warranty Deed recorded as Entry No. 12683339, in Book 10631, at Page 5161, both of which being on file with the office of the Salt Lake County Recorder, a distance of 308.01 feet; thence South 89°02'20" West 551.20 feet; thence North 04°22'52" West 84.48 feet; thence North 74°14'40" West 101.71 feet; thence North 11°20'02" East, passing through an aluminum cap set by the Salt Lake County Surveyor a distance of 93.78 feet; thence North 89°02'20" East 186.49 feet; thence North 00°57'40" West 126.87 feet; thence South 89°02'20" West 158.84 feet to a point on the prolongation of that line which said Salt Lake County Surveyor cap passes through; thence North 11°20'02" East along said line a distance of 308.97 feet to the point of beginning.