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5/30/2019 2:38:00 PM \$40.00  
Book - 10786 Pg - 4664-4669  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
AMERICAN SECURE TITLE SL  
BY: eCASH, DEPUTY - EF 6 P.

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

Wells Fargo Bank, National Association  
PO Box 45490  
MAC U1228-063  
Salt Lake City, UT 84145-0490  
Attn: Jessica Perez  
Loan No. 5866OV

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**MEMORANDUM OF TWENTIETH MODIFICATION AND ADDITIONAL ADVANCE AGREEMENT  
AMENDING DEED OF TRUST**

The undersigned ("**Trustor**") declares that it has entered into that certain Twentieth Modification and Additional Advance Agreement of even date herewith by and between Wells Fargo Bank, National Association (collectively with its successors or assigns, "**Lender**") and Trustor ("**Modification Agreement**"), wherein provision is made for (a) amendment of that certain Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing dated December 18, 1998, executed by Borrower, as Trustor, in favor of Landmark Title Company, as Trustee, for the benefit of Lender, as Beneficiary, and recorded March 1, 1999, as Instrument No. 7273188, in Book 8254, at Page 3688 of the Official Records of Salt Lake County, Utah, as amended and modified as follows: (i) that certain Additional Advance and Consolidation Agreement (Short Form) executed by Borrower, as Trustor, and Lender, as Beneficiary, recorded September 30, 2002, as Instrument No. 8369418, in Book 8656, at Page 6040 of the Official Records of Salt Lake County, Utah, (ii) that certain Memorandum of Sixteenth Modification Agreement Amending Deed of Trust executed by Borrower, as Trustor, and Lender, as Beneficiary, recorded March 26, 2010, as Instrument No. 10921956, in Book 9813, at Page 2454 of the Official Records of Salt Lake County, Utah, (iii) that certain Memorandum of Seventeenth Modification Agreement Amending Deed of Trust executed by Borrower, as Trustor, and Lender, as Beneficiary, recorded January 31, 2013, as Instrument No. 11567949, in Book 10103, at Page 5589 of the Official Records of Salt Lake County, Utah, and (iv) that certain Memorandum of Eighteenth Modification Agreement Amending Deed of Trust executed by Borrower, as Trustor, and Lender, as Beneficiary, recorded February 8, 2016, as Instrument No. 12218473, in Book 10401, at Page 3332 of the Official Records of Salt Lake County, Utah (collectively, and as the same may be further amended, modified, supplemented or replaced from time to time, "**Deed of Trust**") and/or (c) amendment of certain obligations secured by the Deed of Trust. The Deed of Trust encumbers certain real property located in Salt Lake County, Utah and more particularly described on Exhibit A attached hereto as security for a loan from Beneficiary to Trustor ("**Property**"). Unless otherwise defined herein, capitalized terms used in this instrument shall have the meanings attributed to such terms in the Modification Agreement.

NOW, THEREFORE, Trustor and Lender agree as follows:

1. **NOTICE OF AMENDMENT; AMENDMENT TO DEED OF TRUST.** The Deed of Trust is hereby modified and amended to the extent necessary to be consistent with the Modification Agreement, including, without limitation, to provide that the Deed of Trust shall secure, in addition to any other obligations secured thereby, the payment and performance by Trustor of all obligations under: (a) the Amended Note in the amount of the Aggregate Loan together with interest and other charges thereon and any and all amendments, modifications, extensions and renewals thereof, whether or not any such amendment, modification, extension or renewal is evidenced by a new or additional promissory note or notes; and (b) the Modification Agreement, as amended, modified, extended or renewed in writing by Trustor and Lender, as well as any related documents required by Lender in connection with the issuance of the same. Accordingly, Section 2.1(a) of Deed of Trust is hereby deleted in its entirety and amended and restated as follows:

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UTC 155974

- "(a) Payment to Beneficiary of all sums at any time owing, with interest thereon, according to the terms of that certain Fourth Amended and Restated Promissory Note Secured by Deed of Trust dated as of May 20, 2019, in the principal amount of TWO MILLION THIRTY THOUSAND AND NO/100THS DOLLARS (\$2,030,000.00) (as the same may be amended, modified, supplemented or replaced from time to time, the "**Note**"), executed by Boyer 7800 South Associates, Ltd., a Utah limited partnership ("**Borrower**"), and payable to the order of Beneficiary; and"
2. **NOT A NOVATION.** The parties each agree and acknowledge that the modifications set forth herein are not intended to be a novation or to constitute or evidence a new loan but rather a continuation of the existing Loan and the lien and charge of the Deed of Trust against the Property and all assets and properties described in the Deed of Trust shall continue unabrogated and in full force and effect.
  3. **RATIFICATION OF DEED OF TRUST.** As amended by this instrument, the Deed of Trust is ratified and confirmed and continues in full force and effect and contains the entire understanding and agreement of the parties in respect of the Deed of Trust and supersedes all prior representations, warranties, agreements and understandings. The Deed of Trust as modified herein shall be binding upon and inure to the benefit of Trustor and Lender, and their respective successors and assigns. No provision of this instrument may be changed, discharged, supplemented, terminated or waived except in a writing signed by Lender.
  4. **RELEASE AND DISCHARGE.** Trustor fully, finally, and forever releases and discharges Lender, and its respective successors, assigns, directors, officers, employees, agents, and representatives from any and all actions, causes of action, claims, debts, demands, liabilities, obligations, and suits, of whatever kind or nature, in law or equity, that Trustor has or in the future may have, whether known or unknown, (i) in respect of the Loan, the Loan Documents, or the actions or omissions of Lender in respect of the Loan or the Loan Documents, and (ii) arising from events occurring prior to the date of this instrument.
  5. **MISCELLANEOUS.** All of the terms and conditions of the Deed of Trust are incorporated herein by reference.
  6. **COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Signature pages may be removed from separate counterparts to form a single document.
  7. **CHOICE OF LAW.** This instrument shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to conflicts of law principles.
  8. **BINDING EFFECT.** The Deed of Trust as modified herein shall be binding upon and inure to the benefit of, Trustor and Lender and their respective successors and assigns.

*[Signature Pages Follow]*


Dated as of: May 20, 2019.

**TRUSTOR'S SIGNATURE PAGE:**

"TRUSTOR"

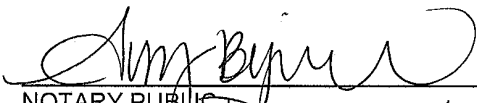
BOYER 7800 SOUTH ASSOCIATES, LTD., a Utah limited partnership

By: The Boyer Company, L.C., a Utah limited liability company, its General Partner

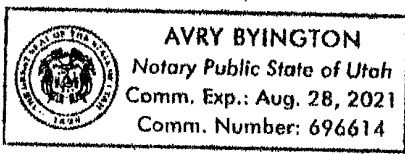
By:   
\_\_\_\_\_  
Brian Gochnour, Manager

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE        )

The foregoing instrument was acknowledged before me this 20 day of May, 2019, by Brian Gochnour, Manager of The Boyer Company, L.C., a Utah limited liability company, General Partner of Boyer 7800 South Associates, Ltd., a Utah limited partnership.

  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: Davis County

My commission expires: 8/28/2021



**LENDER'S SIGNATURE PAGE:**

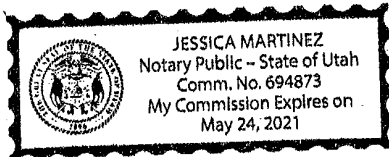
"LENDER"

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: *Ben Bliss*  
Ben Bliss, Vice President

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE        )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of May, 2019, by Ben Bliss, a Vice President of Wells Fargo Bank, National Association.



*Jessica Martinez*  
NOTARY PUBLIC  
Residing at: Salt Lake City, UT

My commission expires: May 24, 2021

**EXHIBIT A - DESCRIPTION OF PROPERTY**

Exhibit A to Memorandum of Twentieth Modification and Additional Advance Agreement Amending Deed of Trust dated as of May 20, 2019, by and between BOYER 7800 SOUTH ASSOCIATES, LTD., a Utah limited partnership ("**Trustor**"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("**Lender**").

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

**PARCEL 1:**

[INTENTIONALLY OMITTED]

**PARCEL 2**

**BOYER RETAIL PARCEL:**

BEGINNING at a point being South 00°08'25" West along the section line 621.00 feet and South 89°55'20" West 391.50 feet from the Northeast corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 00°08'25" East 219.00 feet; thence South 89°51'35" East 22.50 feet; thence North 00°08'25" East 213.00 feet; thence North 89°51'35" West 195.00 feet; thence North 00°08'25" East 155.39 feet to the South line of 7800 South Street; thence South 89°56'20" West along said South line 314.33 feet to the Northeasterly boundary of Southampton No. 2, a Subdivision in the Northeast quarter of said Section 35; thence South 38°52'44" East along said Northeasterly boundary 754.67 feet; thence North 89°56'20" East 11.70 feet to the point of BEGINNING.

LESS AND EXCEPTING the following:

BEGINNING at a point South 00°08'25" West along the section line 621.00 feet and South 89°56'20" West 403.20 feet and North 38°52'44" West 507.15 feet from the Northeast corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 38°52'44" West 247.53 feet to the South line of 7800 South Street; thence North 89°56'20" East along said South line 314.33 feet; thence South 00°08'25" West 114.38 feet; thence South 89°56'20" West 61.22 feet; thence South 51°07'16" West 125.20 feet to the point of BEGINNING.

**PARCEL 3:**

BEGINNING at a point South 00°08'25" West along the section line 621.00 feet and South 89°56'20" West 403.20 feet and North 38°52'44" West 507.15 feet from the Northeast corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 38°52'44" West 247.53 feet to the South line of 7800 South Street; thence North 89°56'20" East along said South line 314.33 feet; thence South 00°08'25" West 114.38 feet; thence South 89°56'20" West 61.22 feet; thence South 51°07'16" West 125.20 feet to the point of BEGINNING.

**PARCEL 4:**

A non-exclusive easement for roadways, walkways, ingress, egress and parking vehicles and other modes of transportation and incidentals thereto, on the "Common Areas", over and across the properties shown below, as established by that certain Development Agreement dated January 31, 1985 and recorded February 7, 1985 as Entry No. 4048237 in Book 5628 at Page 686, and by that certain Amendment of Development Agreement dated August 12, 1992 and recorded April 27, 1993 as Entry No. 5487130 in Book 6648 at Page 425, and re-recorded May 12, 1993 as Entry No. 5501239 in Book 6661 at Page 499, and by that Second Amendment to Development Agreement dated August 18, 1992 and recorded April 27, 1993 as Entry No. 5487131 in Book 6648 at Page 435 of the Official Records of the Salt Lake County Recorder:

**PARCEL A:**

BEGINNING at a point on the West line of 3500 East Street, said point being South 00°08'25" West along the section line 621.00 feet and South 89°56'20" West 29.00 feet from the Northeast corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 89°56'20" West 362.50 feet; thence North 00°08'25" East 219.00 feet; thence South 89°51'35" East 22.50 feet; thence North 00°08'25" East 213.00 feet; thence North 89°51'35" West 195.00 feet; thence North 00°08'25" East 155.39 feet to the South line of 7800 South Street; thence North 89°56'20" East along said South line 365.00 feet to a point being South 89°56'20" West 170.00 feet from the West line of 3500 East Street; thence South 00°08'25" West 100.00 feet; thence North 89°56'20" East 170.00 feet to a point on the West line of 3500 East Street, said point being South 00°08'25" West 100.00 feet from the South line of 7800 South Street; thence South 00°08'25" West along said West line of 3500 East Street 488.00 feet to the point of BEGINNING.

**PARCEL B:**

BEGINNING at a point at the intersection of the South line of 7800 South Street and the West line of 3500 East Street, said point being South 00°08'25" West along the section line 33.00 feet and South 89°56'20" West 29.00 feet from the Northeast corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 00°08'25" West along the West line of 3500 East Street 100.00 feet; thence South 89°56'20" West 170.00 feet; thence North 00°08'25" East 100.00 feet to the South line of 7800 South Street; thence North 89°56'20" East along said South line 170.00 feet to the point of BEGINNING.

**PARCEL 5:**

A non-exclusive easement appurtenant to **PARCELS 2 & 3 above** for pedestrian traffic, ingress and egress, utility lines and incidentals thereto as contained in that certain Declaration of Easements, over and across the properties shown below, dated February 1, 1985 and recorded February 7, 1985 as Entry No. 4048238 in Book 5628 at Page 707 of the Official Records of the Salt Lake County Recorder:

**PARCEL A:**

BEGINNING at a point on the West line of 3500 East Street, said point being South 00°08'25" West along the section line 621.00 feet and South 89°56'20" West 29.00 feet from the Northeast corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 89°56'20" West 362.50 feet; thence North 00°08'25" East 219.00 feet; thence South 89°51'35" East 22.50 feet; thence North 00°08'25" East 213.00 feet; thence North 89°51'35" West 195.00 feet; thence North 00°08'25" East 155.39 feet to the South line of 7800 South Street; thence North 89°56'20" East along said South line 365.00 feet to a point being South 89°56'20" West 170.00 feet from the West line of 3500 East Street; thence South 00°08'25" West 100.00 feet; thence North 89°56'20" East 170.00 feet to a point on the West line of 3500 East Street, said point being South 00°08'25" West 100.00 feet from the South line of 7800 South Street; thence South 00°08'25" West along said West line of 3500 East Street 488.00 feet to the point of BEGINNING.

**PARCEL B:**

BEGINNING at a point at the intersection of the South line of 7800 South Street and the West line of 3500 East Street, said point being South 00°08'25" West along the section line 33.00 feet and South 89°56'20" West 29.00 feet from the Northeast corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 00°08'25" West along the West line of 3500 East Street 100.00 feet; thence South 89°56'20" West 170.00 feet; thence North 00°08'25" East 100.00 feet to the South line of 7800 South Street; thence North 89°56'20" East along said South line 170.00 feet to the point of BEGINNING.

[For reference purposes only: Tax Parcel Numbers 22-35-226-033 and 22-35-226-032]