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RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 5 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: Ben Bliss
Loan No. 1017946

CT 97351-AF
TIN 33-01-102-003 NKA 33-01-191-002

MEMORANDUM OF SECOND MODIFICATION AGREEMENT AMENDING DEED OF TRUST

The undersigned ("Trustor") declares that it has entered into that certain Second Modification 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 as of June 26, 2018, and recorded on June 27, 2018, as Instrument No. 12799991, in Book No. 10688, at Page No. 3078-3100 of the Official Records of Salt Lake County, Utah, as amended by that certain Memorandum of First Modification Agreement Amending Deed of Trust dated as of June 26, 2020, and recorded on July 1, 2020, as Instrument No. 13316317, in Book No. 10972, at Page No. 859 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 (b) 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 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.
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.** Except for the amendments above stated, all of the conditions and covenants of the Deed of Trust shall remain in full force effect, unchanged, and the Deed of Trust is in all respects ratified, confirmed and approved. 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: July 2, 2021.

TRUSTOR'S SIGNATURE PAGE:

"TRUSTOR"

GARDNER EIGHTH & MAIN VISTA, L.C.,
a Utah limited liability company

By: KC Gardner Company, L.C.,
a Utah limited liability company,
its Manager

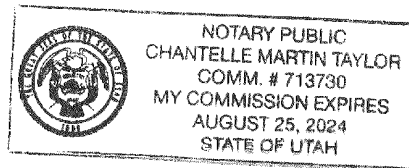
By: *Kem C. Gardner*
Kem C. Gardner, Manager

STATE OF UTAH)
 :SS
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 9th day of July, 2021, by Kem C. Gardner, Manager of KC Gardner Company, L.C., a Utah limited liability company, Manager of Gardner Eighth & Main Vista, L.C., a Utah limited liability company, on behalf of such company.

Chantelle Martin Taylor
NOTARY PUBLIC
Residing at: *Lehi UT*

My commission expires: *DB-25-2024*



LENDER'S SIGNATURE PAGE:

"LENDER"

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: Ben Bliss
Ben Bliss, Director

STATE OF UTAH)
)
COUNTY OF Utah)
) :SS

The foregoing instrument was acknowledged before me this 7th day of July, 2021, by Ben Bliss, a Director of Wells Fargo Bank, National Association.

Marianne Ludlow
NOTARY PUBLIC
Residing at: Lehi, Utah

My commission expires: 5/19/2025



EXHIBIT A - DESCRIPTION OF PROPERTY

Exhibit A to Memorandum of Second Modification Agreement Amending Deed of Trust dated as of July 2, 2021, by and between GARDNER EIGHTH & MAIN VISTA, L.C., a Utah limited liability company ("**Trustor**"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("**Lender**").

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

A tract of land, being part of an entire tract of property situate in Governmental Lot 4 and the Southwest quarter of the Northwest quarter of Section 1, Township 4 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said tract of land are described as follows:

Beginning at a point in the Easterly boundary line of said entire tract which point is 1,346.27 feet South 89°58'34" East along the North line of said Section 1 and 696.58 feet South 00°56'05" West along the Easterly line of said Lot 4 from the Northwest corner of said Section 1, said point is also approximately 53.00 feet radially distant Southerly from the 600 West Street control line opposite engineer station 366+00.86; and running thence South 00°56'05" West 1,182.16 feet along said Easterly boundary line to the Northerly right of way and no-access line of Bangerter Highway at a point 131.00 feet perpendicularly distant Northerly from the Bangerter Highway control line; thence along said Northerly right of way and no-access line the following (3) three courses: (1) South 56°34'27" West 647.94 feet to a point 261.00 feet perpendicularly distant Northwesterly from said control line opposite engineer station 157+00.00; (2) thence North 84°40'05" West 108.97 feet to the beginning of a 750.00 foot radius non-tangent curve to the right (Note: center bears North 72°30'52" East) at a point 100.00 feet radially distant Easterly from said 600 West Street control line opposite engineer station 347+40.00; (3) thence Northerly along the arc of said curve 177.56 feet through a delta of 13°33'54" (Note: chord to said curve bears North 10°42'11" West for a distance of 177.15 feet) to the Easterly right of way line of 600 West Street and the beginning of a 750.00 foot radius compound curve to the right at a point 88.16 feet radially distant Easterly from said 600 West Street control line opposite engineer station 349+40.00; thence along said Easterly right of way line the following (5) five courses: (1) Northerly along the arc of said curve 355.71 feet through a delta of 27°10'28" (Note: chord to said curve bears North 09°40'00" East for a distance of 352.39 feet) to a line parallel with and 65.00 feet perpendicularly distant Easterly from said control line opposite engineer station 353+26.33; (2) thence North 23°15'14" East 413.67 feet along said parallel line to a point opposite engineer station 357+40.00; (3) thence North 11°56'38" East 61.19 feet to a line parallel with and 53.00 feet perpendicularly distant Easterly from said control line opposite engineer station 358+00.00; (4) thence North 23°15'14" East 207.36 feet along said parallel line to the beginning of a 709.00 foot radius curve to the right, concentric with said control line opposite engineer station 360+07.36; (5) thence Northeasterly along the arc of said curve 552.22 feet through a delta of 44°37'35" (Note: chord to said curve bears North 45°34'01" East for a distance of 538.37 feet) to the point of beginning.

Tax Id No.: 33-01-102-003