



103895

THIS INSTRUMENT PREPARED BY:
Capital Community Bank - Pleasant Grove Branch
1909 West State St
Pleasant Grove, UT 84062-0000

AFTER RECORDING RETURN TO:
Capital Community Bank - Pleasant Grove Branch
1909 West State St
Pleasant Grove, UT 84062-0000

(Space Above This Line For Recording Data)

PARCEL ID NUMBER: Parcel 1 - 41-21-400-0062 Parcel 3 - 41-21-400-0069

MODIFICATION AGREEMENT - DEED OF TRUST

THIS MODIFICATION AGREEMENT ("Agreement") is made this 9th day of December, 2022, between The Waters Edge Properties LLC, a Utah Limited Liability Company, whose address is 967 West Center St., Orem, Utah 84057 ("Grantor"), and Capital Community Bank - Pleasant Grove Branch whose address is 1909 West State St, Pleasant Grove, Utah 84062 ("Lender").

Capital Community Bank - Pleasant Grove Branch and Grantor entered into a Deed of Trust dated September 29, 2021 and Recorded 09/30/2021 # 101440 Book R12 Page 806., records of County of Butterfield Rich, State of Utah ("Deed of Trust"). The Deed of Trust covers the following described real property:

Address: 45 E 150 S, Garden City, Utah 84028

Legal Description: See Attached Exhibit A

Parcel ID/Sidwell Number: Parcel 1 - 41-21-400-0062 Parcel 3 - 41-21-400-0069

It is the express intent of the Grantor and Lender to modify the terms and provisions set forth in the Deed of Trust. Grantor and Lender hereby agree to modify the Deed of Trust as follows:

- Increasing loan amount from \$3,745,000.00 to \$ 3,950,000.00..

Grantor and Lender agree that the Deed of Trust including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Deed of Trust on the Property. Nothing contained herein shall in any way impair the Deed of Trust or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Deed of Trust it being the intent of Grantor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Deed of Trust.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Deed of Trust modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Grantor who signed the original Deed of Trust does not sign this Agreement, then all Grantors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the



non-signing person consents to the changes and provisions of this Agreement 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.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

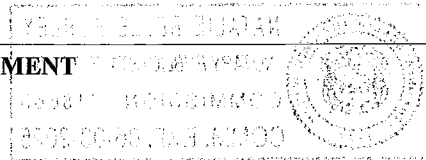
ORAL AGREEMENTS DISCLAIMER. This Agreement represents a final expression of the agreement between the parties. The agreement may not be contradicted by evidence of any alleged oral agreement.

ADDITIONAL PROVISIONS. Cross Collateralized and Cross Defaulted with loans 50189383 and 80196472.

By signing below, Grantor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

The Waters Edge Properties LLC

By: Christofer S Shurian Date
Its: Manager



BUSINESS ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF UTAH)

This instrument was acknowledged on the 12th DECEMBER, 2022, by Christofer S Shurian, Manager on behalf of The Waters Edge Properties LLC, a Utah Limited Liability Company, who personally appeared before me.

In witness whereof, I hereunto set my hand and official seal.

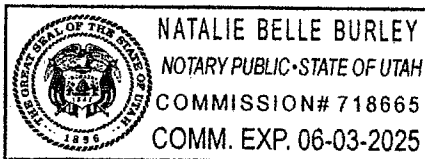
My commission expires: 06-03-2025

Natalie B Burley

Identification Number

(901) 772-0800

(Official Seal)



LENDER: Capital Community Bank - Pleasant Grove Branch

By: Todd Lewis Date
Its: Loan Officer

BUSINESS ACKNOWLEDGMENT

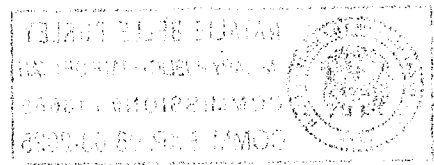
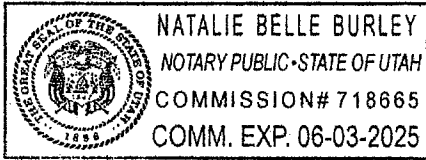
STATE OF UTAH)
)
COUNTY OF UTAH)

This instrument was acknowledged on the 12th DECEMBER 2022, by Todd Lewis, Loan Officer on behalf of Capital Community Bank - Pleasant Grove Branch, a(n) Commercial Bank, who personally appeared before me.

In witness whereof, I hereunto set my hand and official seal.

My commission expires: 06-03-2025 Natalie B Burley

(Official Seal)



File No. 103895

Exhibit A

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.

PARCEL 2: Intentionally Deleted

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.

41-21-400-0062, 41-21-400-0069