

13913400 B: 11318 P: 1252 Total Pages: 6
03/17/2022 03:13 PM By: ggasca Fees: \$40.00
MODIF- MODIFICATION AGREEMENT
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: ARTISAN TITLE
6330 S 3000 E STE 670SALT LAKE CITY, UT 841213556

Tax Serial Number:

15-14-253-017, 15-14-253-018, 15-14-253-020, 15-14-253-038, 15-14-253-069, 15-14-253-039,
15-14-253-040

RECORDATION REQUESTED BY:

Cache Valley Bank
Bountiful Branch
105 South 500 West
Bountiful, UT 84010

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated March 14, 2022, is made and executed between TAG SLC, LLC, whose address is PO BOX 520697, SALT LAKE CITY, UT 84152 ("Trustor") and Cache Valley Bank, whose address is Bountiful Branch, 105 South 500 West, Bountiful, UT 84010 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated February 14, 2022 (the "Deed of Trust") which has been recorded in SALT LAKE County, State of Utah, as follows:

RECORDED 02-14-2022 IN THE SALT LAKE COUNTY RECORDER'S OFFICE AS ENTRY NUMBER 13891541, BOOK 11306, PAGE 2355-2375.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers 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.

The Real Property or its address is commonly known as VACANT LAND, SALT LAKE CITY, UT 84104. The Real Property tax identification number is 15-14-253-017, 15-14-253-018, 15-14-253-020, 15-14-253-038, 15-14-253-069, 15-14-253-039, 15-14-253-040.

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

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

PRINCIPAL AMOUNT OF PROMISSORY NOTE IS HEREBY INCREASED TO \$1,000,000.00

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 endorsers 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 MARCH 14, 2022.

TRUSTOR:

TAG SLC, LLC

By: 

JORDAN CHARLES ATKIN, Manager of TAG SLC, LLC

LENDER:

CACHE VALLEY BANK

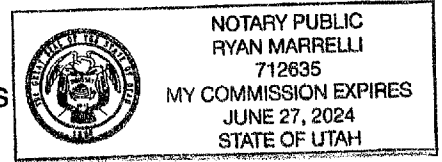
X 

RYAN MARRELLI, Vice President

MODIFICATION OF DEED OF TRUST
(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah
COUNTY OF Davis



On this 16th day of March, 20 22, before me, the undersigned Notary Public, personally appeared **JORDAN CHARLES ATKIN, Manager of TAG SLC, 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.

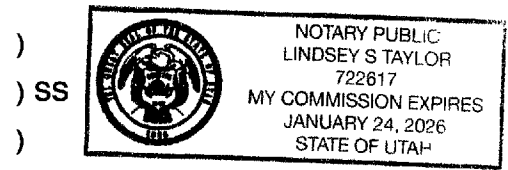
By [Signature]
Notary Public in and for the State of Utah

Residing at Bountiful
My commission expires 6/27/24

MODIFICATION OF DEED OF TRUST
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Utah
COUNTY OF Davis



On this 16th day of March, 20 22, before me, the undersigned Notary Public, personally appeared **RYAN MARRELLI** and known to me to be the **Vice President**, authorized agent for **Cache Valley Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Cache Valley Bank**, duly authorized by **Cache Valley 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 **Cache Valley Bank**.

By Juisey Taylor
Notary Public in and for the State of Utah

Residing at Bountiful
My commission expires 01/24/2026

EXHIBIT "A"

Parcel 1:

Commencing 424 feet East and 665.43 feet North from the Center of Section 14, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence North 53.34 feet; thence East 120.5 feet; thence South 53.34 feet; thence West 120.5 feet to the point of commencement.

Parcel 2:

Commencing 16 rods East and 590.395 feet North from the Center of Section 14, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence North 22.035 feet; thence East 160 feet; thence North 53 feet; thence East 120.5 feet; thence South 80.035 feet; thence West 140.5 feet; thence North 5 feet; thence West 140 feet to the point of commencement.

Parcel 3:

Commencing 30.63 rods North and 404 feet East from the Center of Section 14, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence North 80 feet; thence East 140.5 feet; thence South 80 feet; thence West 140.5 feet to the point of commencement.

Parcel 4:

Commencing 30.63 rods North and 50 rods East from the Southwest corner of the Northeast Quarter of Section 14, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence North 100 feet; thence West 280.5 feet; thence South 100 feet; thence East 280.5 feet to the point of commencement.

Parcel 5:

Commencing 825 feet and East 605.395 feet North and 0.37 West from the Center of Section 14, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence North 0°08'07" East 50.00 feet; thence East 0.25 feet; thence North 48.935 feet; thence West 280.5 feet; thence South 98.935 feet; thence East 280.13 feet to the point of beginning.

Parcel 6:

Beginning at a point 442.697 feet North and 610.5 feet East from the Southwest corner of the Northeast Quarter of Section 14, Township 1 South, Range 1 West, Salt Lake Base and Meridian; running thence North 62.69 feet; thence East 214.5 feet; thence South 62.69 feet; thence West 214.5 feet to the point of beginning.

Less and Excepting that portion conveyed to Salt Lake City Corporation described as follows:

Commencing at a point East 610.50 feet and North 442.697 feet and East 213.73 feet along the South property line, from the Southwest corner of the Northeast Quarter of Section 14, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence North 0°08'07" East 62.69 feet; thence East 0.61 feet; thence South 62.69 feet along the existing street right of way; thence West 0.77 feet to the point of beginning.

Parcel 7:

Beginning 380.697 feet North and 610.5 feet East from the Southwest corner of the Northeast Quarter of Section 14, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence North 62 feet; thence East 214.5 feet; thence South 62 feet; thence West 214.5 feet to the point of beginning.

Less and Excepting that portion conveyed to Salt Lake City Corporation described as follows:

Commencing at a point East 610.50 feet, North 380.697 feet, and East 212.87 feet along the South property line, from the Southwest corner of the Northeast Quarter of Section 14, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence North $0^{\circ}49'07''$ East 61.37 feet; thence North $0^{\circ}08'07''$ East 0.64 feet; thence East 0.77 feet; thence South 62.00 feet along the existing street right of way; thence West 1.63 feet to the point of beginning.