

40
8 E



ENT 33426:2023 PG 1 of 8
ANDREA ALLEN
UTAH COUNTY RECORDER
2023 May 24 4:07 pm FEE 40.00 BY HG
RECORDED FOR CSC

WHEN RECORDED RETURN TO:

Return to:
Document Recording Services
P.O. Box 3008
Tallahassee, FL 32315-3008

FL-3

APN(s): 19:014:0112



REF254963872A



Deed of Trust Amendment

This Deed of Trust Amendment ("Amendment") is dated as of April 10, 2023, between GARFF PROPERTIES-OREM, LLC, a Utah limited liability company, whose address is 111 E. Broadway, Suite 900, Salt Lake City, UT 84111 (the "Trustor"), and JPMorgan Chase Bank, N.A., whose address is 150 W. University Dr., Bldg G, Fl 3, Tempe, AZ 85281 and its successors and assigns (the "Beneficiary").

The Trustor has previously executed and delivered to Old Republic National Title Insurance Company, as trustee for the benefit of the Beneficiary, a Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement, dated June 27, 2018 and recorded on July 13, 2018 in Entry No. 65923:2018, Utah County Records (as amended and replaced from time to time, the "Deed of Trust"). The Deed of Trust encumbers the real property, and all the buildings, structures and improvements on it, described as:

Located in the City of Orem, County of Utah, State of Utah:

See Exhibit "A" Attached Hereto and Made a Part Hereof for All Purposes Intended,

(the "Premises").

Commonly known as 195 E. University Parkway, Orem, Utah 84058.

The Trustor and Beneficiary desire to amend the Deed of Trust to secure additional obligations of the Trustor to the Beneficiary.

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Trustor and the Beneficiary agree as follows:

1. The Deed of Trust is hereby amended by amending and restating that certain paragraph of the Deed of Trust which defines the term "Liabilities" in the Deed of Trust, including, without limitation, all subparagraphs thereof, in its entirety and by replacing it with the following:

The term "Liabilities" means all indebtedness, liabilities and obligations of every kind and character of each "Borrower" (identified in this paragraph below) to the Beneficiary, whether the indebtedness, liabilities and obligations are individual, joint or several, contingent or otherwise, now or hereafter existing, including, without limitation, all liabilities, interest, costs and fees, arising under or from any note, open account, overdraft, credit card, lease, Rate Management Transaction, letter of credit application, endorsement, surety agreement, guaranty, acceptance, foreign exchange contract or depository service contract, whether payable to the Beneficiary or to a third party and subsequently acquired by the Beneficiary, any monetary obligations (including interest) incurred or accrued during the pendency of any bankruptcy, insolvency, receivership or other similar proceedings, regardless of whether allowed or allowable in such proceeding, and all renewals, extensions, modifications, consolidations, rearrangements, restatements, replacements or substitutions of any of the foregoing. The Trustor and the Beneficiary specifically contemplate that Liabilities include indebtedness hereafter incurred by the Borrower to the Beneficiary. The term "Liabilities" includes, without limitation, the following:

- (1) That certain Term Note, dated April 10, 2023 in the original principal amount of Nine Million Three Hundred Seventy-Six Thousand One Hundred Ninety-Four and 37/100 Dollars (\$9,376,194.37) including all renewals, extensions, increases, restatements, replacements, rearrangements, modifications, refinancings, consolidations and substitutions of any such document, executed and delivered by GARFF PROPERTIES-OREM, LLC to the Beneficiary; and
- (2) The performance of all of the promises and agreements contained in this Deed of Trust.

2. The Trustor will execute and deliver all further instruments, and shall take all other actions, as in the sole opinion of the Beneficiary are necessary or desirable to effect the intent of this Amendment.

3. Except as amended by this Amendment, all terms of the Deed of Trust are confirmed and ratified by the Trustor and the Beneficiary as if they were fully set forth in this Amendment.

4. **Governing Law and Venue.** This Amendment and (unless stated otherwise therein) all Related Documents shall be governed by and construed in accordance with the laws of the State of Utah (without giving effect to its laws of conflicts); provided, however, that if the real estate that is the subject of this Amendment is located in another state, the laws of such other state shall govern the validity, enforceability, perfection, priority, construction, effect, enforcement and remedies with respect to this Amendment, but nothing herein shall be construed to provide that the laws of any state other than the State of Utah shall apply to the obligations and indebtedness secured by this Amendment. The Trustor agrees that any legal action or proceeding with respect to any of its obligations under this Amendment may be brought by the Beneficiary in any state or federal court located in the State of Utah, as the Beneficiary in its sole discretion may elect. By the execution and delivery of this Amendment, the Trustor submits to and accepts, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of those courts. The Trustor waives any claim that the State of Utah is not a convenient forum or the proper venue for any such suit, action or proceeding.


5. **WAIVER OF SPECIAL DAMAGES.** WITH RESPECT TO THIS AGREEMENT AND ALL RELATED DOCUMENTS, THE TRUSTOR WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT THE UNDERSIGNED MAY HAVE TO CLAIM OR RECOVER FROM THE BENEFICIARY IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

JURY WAIVER. TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE TRUSTOR AND THE BENEFICIARY (BY THEIR ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN THE TRUSTOR AND THE BENEFICIARY ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE BENEFICIARY TO PROVIDE THE FINANCING DESCRIBED HEREIN.

PURSUANT TO UTAH CODE ANNOTATED SECTION 25-5-4, TRUSTOR IS NOTIFIED THAT THIS AMENDMENT OR THE OTHER RELATED DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY ALLEGED PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Trustor:

GARFF PROPERTIES-OREM, LLC

By: 

<u>John K. Garff</u>	<u>Co-Manager</u>
Printed Name	Title

By: 

<u>Matthew B. Garff</u>	<u>Co-Manager</u>
Printed Name	Title

Beneficiary:

JPMorgan Chase Bank, N.A.

By: _____

<u>Sydney P. Winter</u>	<u>Executive Director</u>
Printed Name	Title

PURSUANT TO UTAH CODE ANNOTATED SECTION 25-5-4, TRUSTOR IS NOTIFIED THAT THIS AMENDMENT OR THE OTHER RELATED DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY ALLEGED PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Trustor:

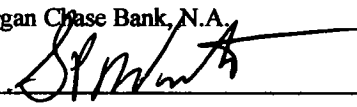
GARFF PROPERTIES-OREM, LLC

By: _____
John K. Garff Co-Manager
 Printed Name Title

By: _____
Matthew B. Garff Co-Manager
 Printed Name Title

Beneficiary:

JPMorgan Chase Bank, N.A.

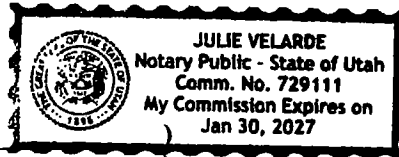
By:  _____
Sydney P. Winter Executive Director
 Printed Name Title

ACKNOWLEDGMENT

State of Utah)
County of Salt Lake) ss

The foregoing instrument was acknowledged before me on April 25, 2023, by John K. Garff

Given under my hand and notarial seal this 25 day of April, 2023.

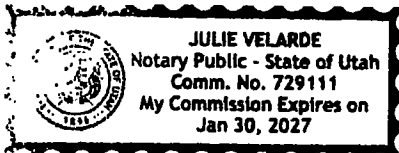


Julie Velarde, Notary Public
My Commission expires: Jan 30, 2027

State of Utah)
County of Salt Lake) ss

The foregoing instrument was acknowledged before me on April 25, 2023, by Matthew B. Garff

Given under my hand and notarial seal this 25 day of April, 2023.



Julie Velarde, Notary Public
My Commission expires: Jan 30, 2027

State of _____)
County of _____) ss

The foregoing instrument was acknowledged before me on _____, 20____, by _____

Given under my hand and notarial seal this _____ day of _____, 20____.

_____, Notary Public
My Commission expires: _____

ACKNOWLEDGMENT

State of _____)

) ss

County of _____)

The foregoing instrument was acknowledged before me on _____, 20____, by _____

Given under my hand and notarial seal this _____ day of _____, 20____.

_____, Notary Public
My Commission expires: _____

State of _____)

) ss

County of _____)

The foregoing instrument was acknowledged before me on _____, 20____, by _____

Given under my hand and notarial seal this _____ day of _____, 20____.

_____, Notary Public
My Commission expires: _____State of Arizona)

) ss

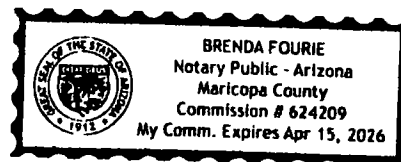
County of Maricopa)The foregoing instrument was acknowledged before me on 4/26/, 2023, by Sydney P WenterGiven under my hand and notarial seal this 26 day of April, 2023.Brenda, Notary Public
My Commission expires: 4.15.2026
Brenda

EXHIBIT "A"

Lot 1, Garff Orem VW/Honda Subdivision, according to the official plat thereof recorded in the office of the Utah County Recorder.

Together with a Cross Access Easement over a portion of said property as disclosed by Cross Access Easement Recorded April 4th, 2018 as Entry no. 31405:2018.

EXCLUDING:

A parcel of land in fee, being part of an entire tract of property, situate in Lot 1, Garff Orem VW/Honda Subdivision, according to the official plat thereof on file recorded December 11, 2017 as Entry No. 122661 as Map Filing No. 15807-171 of plats, situate in the Northwest quarter of the Northwest quarter of Section 26, Township 6 South, Range 2 East, Salt Lake Base and Meridian, for the construction of improvements incident to the Provo-Orem Transportation Improvement Project, known as project number S-0264(23)3.

Beginning at the Southwest corner of said Lot 1, which point is on the Northerly right of way and limited access line of State Route 265 (University Parkway), which point is also 552.50 feet (553.15 feet measured) South 00°44'08" East along the section line and 597.19 feet South 89°13'06" East (South 89°13'23" East 597.17 feet measured) and 366.27 feet South 89°13'06" East (South 89°13'23" East measured) from the Northwest corner of said Section 26; thence along the Westerly boundary line of said Lot 1 North 18.50 feet which point is also 83.50 feet perpendicularly distant Northerly from the control line of said project, opposite approximate Engineer Station 150+88.22; thence

South 89°13'23" East 37.00 feet to a point which is 83.50 feet perpendicularly distant Northerly from the control line of said project, opposite Engineer Station 151+25.22 and is designated as point "CC"; thence South 22°50'51" East 7.64 feet to a point which is 76.50 feet perpendicularly distant Northerly from the control line of said project, opposite Engineer Station 151+28.28; thence South 89°13'23" East 236.38 feet to a point which is 76.50 feet perpendicularly distant Northerly from the control line of said project, opposite Engineer Station 153+64.66; thence North 83°39'07" East 16.13 feet to a point which is 78.50 feet perpendicularly distant Northerly from the control line of said project, opposite Engineer Station 153+80.66; thence North 00°46'37" East 0.84 feet to a point which is 79.34 feet perpendicularly distant Northerly from the control line of said project, opposite Engineer Station 153+80.66; thence North 48°10'44" East 32.64 feet to a point which is 101.44 feet perpendicularly distant Northerly from the control line of said project, opposite Engineer Station 154+04.68; thence South 41°49'16" East 1.50 feet to a point which is 100.33 feet perpendicularly distant from the control line of said project, opposite Engineer Station 154+05.70; thence North 48°10'44" East 1.94 feet to a point which is 101.65 feet perpendicularly distant Northerly from the control line of said project, opposite Engineer Station 154+07.13; thence North 41°49'16" West 1.50 feet to a point which is 102.75 feet perpendicularly distant Northerly from the control line of said

project, opposite Engineer Station 154+06.11; thence North $48^{\circ}10'44''$ East 4.80 feet to a point which is 106.00 feet perpendicularly distant Northerly from the control line of said project, opposite Engineer Station 154+09.65; thence South $89^{\circ}13'23''$ East 9.81 feet to the Easterly boundary line of said entire tract and the Westerly right of way line of 200 East Street in Orem, Utah, which point is also 106.00 feet perpendicularly distant Northerly from the control line of said project, opposite Engineer Station 154+19.45 and is designated as point "DD"; thence along said boundary and right of way line the following two (2) courses: (1) South $01^{\circ}02'00''$ East 29.78 feet to a point of curvature; (2) 11.24 feet (11.87 feet measured) along the arc of a 20.00-foot radius curve to the right, through a central angle of $34^{\circ}01'06''$, the chord of which bears South $16^{\circ}06'04''$ West 11.09 feet (South $17^{\circ}00'51''$ West 11.70 feet measured) to the Southeast corner of said entire tract and the Northerly right of way and limited access line of State Route 265 (University Parkway); thence along said boundary, right of way and limited access line North $89^{\circ}13'06''$ West 329.01 feet (North $89^{\circ}13'23''$ West 328.66 feet measured), more or less, to the point of beginning as shown on the official map of said project on file at the office of the Utah Department of Transportation.