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RASHELLE HOBBS
Recorder, Salt Lake County, UT
AMERICAN SECURE TITLE SL
BY: eCASH, DEPUTY - EF 8 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. 102006

(Space Above For Recorder's Use)

**MEMORANDUM OF FOURTEENTH MODIFICATION AGREEMENT
AMENDING DEED OF TRUST**

The undersigned ("**Trustor**") declares that it has entered into that certain Fourteenth Modification Agreement dated of even date herewith ("**Modification Agreement**"), wherein provision is made for (a) amendment of that certain Construction Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing dated November 22, 2005 and executed by Trustor, in favor of Landmark Title Company, as Trustee, for the benefit of Wells Fargo Bank, National Association (collectively with its successors or assigns, "**Lender**"), as Beneficiary, which was recorded December 7, 2005, as Entry No. 9575206, in Book 9227, at Page 3240, in the official records of the County Recorder for Salt Lake County, Utah, as amended and modified by (i) that certain Additional Advance and Consolidation Agreement (Short Form), recorded on February 1, 2007 as Entry No. 9992092, in Book 9417, at Page 2168, (ii) that certain Memorandum of Third Modification Agreement Amending Deed of Trust, recorded on February 23, 2009 as Entry No. 10628563, in Book 9688 at Page 8522, (iii) that certain Memorandum of Fourth Modification Agreement Amending Deed of Trust (Secured Swap Contract), recorded on February 23, 2009, as Entry No. 10628564, in Book 9688, at Page 8526; (iv) that certain Memorandum of Sixth Modification Agreement Amending Deed of Trust, recorded on December 2, 2009 as Entry No. 10850671, in Book 9785, at Page 997; (v) that certain Eighth Modification and Additional Advance and Consolidation Agreement and Addendum to Deed of Trust (Short Form), recorded on December 2, 2009, as Entry No. 10850693, in Book 9785, at Page 1077; (vi) that certain Memorandum of Ninth Modification Agreement Amending Deed of Trust, recorded November 29, 2012, as Entry No. 11525069, in Book 10082, at Page 3782, and (vii) that certain Memorandum of Twelfth Modification Agreement Amending Deed of Trust, recorded March 15, 2016, as Entry No. 12240489, in Book 10411, at Page 4591 (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 and secures a loan from Lender to Trustor. 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 together with interest and other charges thereon and any and all

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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; (b) any Swap Contract; 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(f) of Deed of Trust is hereby deleted in its entirety and amended and restated as follows:

- "(f) Payment and performance of all obligations of Trustor under or in connection with any "Swap Contract", as defined in the Loan Agreement, at any time entered into between Trustor and Lender, together with all modifications, extensions, renewals and replacements there; and"

In addition, Section 4.1 of the Deed of Trust is hereby amended to provide that the "Collateral" set forth therein shall include all of Trustor's right, title and interest, now or hereafter acquired, to the payment of money from Lender to Trustor under any Swap Contract. Moreover, Section 6.1 of the Deed of Trust is hereby amended to provide that an "Event of Default" under any Swap Contract between Trustor and Lender shall constitute a "Default" under the Deed of Trust, and Section 6.2 of the Deed of Trust is hereby amended to provide that, any time after Default, Beneficiary shall have the right to terminate such Swap Contract pursuant to the terms of such Swap Contract.

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]

BENEFICIARY/LENDER SIGNATURE PAGE:

Dated as of: March 5, 2019.

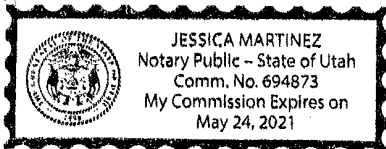
"BENEFICIARY/LENDER"

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 5TH day of MARCH, 2019, by Ben Bliss, a Vice President of Wells Fargo Bank, National Association.



Jessica Martinez
NOTARY PUBLIC
Residing at: ~~1111~~ Salt Lake City, UT

My commission expires: May 24, 2021


TRUSTOR SIGNATURE PAGE:

Dated as of: March 5, 2019.

"TRUSTOR"

BOYER QUARRY BEND, L.C.,
a Utah limited liability company

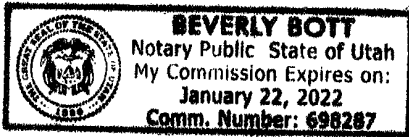
By: The Boyer Company, L.C.,
a Utah limited liability company
Its Manager and Member



By: _____
Brian Gochnour, Manager

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 6th day of March, 2019, by Brian Gochnour, Manager of The Boyer Company, L.C., a Utah limited liability company, Manager and Member of Boyer Quarry Bend, L.C., a Utah limited liability company.



Beverly Bott
NOTARY PUBLIC
Residing at: Salt Lake County

My commission expires:
1/22/22

EXHIBIT A
Description of Property

Exhibit A to Memorandum of Fourteenth Modification Agreement Amending Deed of Trust dated as of March 5, 2019, between Boyer Quarry Bend, L.C., a Utah limited liability company, as Trustor, and Wells Fargo Bank, National Association, as Beneficiary.

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

PARCEL 1:

Lot 5, **QUARRY BEND SUBDIVISION**, according to the official plat thereof, filed in Book "2005P" of Plats, at Page 392 of the Official Records of the Salt Lake County Recorder.

EXCEPTING FROM PARCEL 1 ABOVE ANY PORTION THEREOF WITHIN THE TRACT IDENTIFIED AND DESCRIBED AS "ROAD DEDICATION B" IN THAT CERTAIN PLAT ENTITLED "ROAD DEDICATION SR-209" RECORDED JUNE 15, 2006 AS ENTRY NO. 9754372, IN BOOK 2006P OF PLATS, AT PAGE 168 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER.

PARCEL 2:

"NEW LOT 3, QUARRY BEND SUBDIVISION":

All that land being part of Quarry Bend Subdivision, recorded as Entry No. 9575193 in Book 2005P, at Page 392 of the official records of the Salt Lake County Recorder; in the State of Utah, County of Salt Lake, City of Sandy, being part of Section 5, Township 3 South; Range 1 East, Salt Lake Base and Meridian; being more particularly described as follows:

Beginning at a point on the South Line of said Subdivision located 820.81 feet South 89°06'33" East along the Section Line and 91.73 feet North from the South Quarter Corner of said Section 5; and running thence North 0°00'03" West 91.04 feet to a point of curvature; thence Northwesterly along the arc of a 225.00 foot radius curve to the left a distance of 213.61 feet (Central Angle equals 54°23'46"; and Long Chord bears North 27°11'56" West 205.68 feet) to a point of reverse curvature; thence Northwesterly along the arc of a 1500.00 foot radius curve to the right a distance of 116.54 feet (Central Angle equals 4°27'05"; and Long Chord bears North 52°10'17" West 116.51 feet); thence North 39°17'17" East 30.25 feet to the Westerly Line of Lot 3 of said Subdivision; thence along said Westerly Lines of said Lot 3 the following two courses: North 50°59'35" West 22.80 feet to the most Westerly Corner thereof; and North 39°00'26" East 50.22 feet; thence South 89°45'08" East 495.31 feet along the Southerly Line of Lot 1 of said Quarry Bend Subdivision; thence North 0°17'59" East 35.95 feet; thence South 89°42'01" East 119.62 feet; thence South 1°32'10" West 156.25 feet; thence South 7°27'07" West 151.14 feet; thence South 9°17'57" West 90.28 feet; thence South 15°55'37" West 47.56 feet; thence South 21°06'01" West 31.55 feet to the South Line of said Subdivision; thence along said South Line the following three courses: North 89°06'33" West 166.01 feet; North 86°49'06" West 200.22 feet to a point of curvature; and Northwesterly along the arc of a 788.05 foot radius curve to the right a distance of 33.45 feet (Center bears North 0°53'28" East; Central Angle equals 2°25'55"; and Long Chord bears North 87°53'34" West 33.45 feet) to the point of beginning.

[The said "New Lot 3, Quarry Bend Subdivision" being identified and depicted on that certain plat entitled "Notice of Approval of Lot Line Adjustment - Quarry Bend Subdivision", dated September 17, 2009 (certificate dated October 21, 2009), prepared by Great Basin Engineering-South, as Drawing 07-205BLA3, certified by Bruce D. Pimper, Utah RLS No. 362256, and recorded December 2, 2009 as Entry No. 10850684, in Book 2009P, at Page 174 in the office of the Salt Lake County Recorder.]

PARCEL 3:

"NEW LOT 8, QUARRY BEND SUBDIVISION":

A part of the Southeast Quarter of Section 5, Township 3 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the Northerly Line of 9400 South Street located 820.81 feet South 89°06'33" East along the Section Line; and 91.73 feet North from the South Quarter Corner of said Section 5; and running thence along said Northerly Line of 9400 South Street the following five courses: Northwestery along the arc of a 788.05 foot radius curve to the right a distance of 146.61 feet (Center bears North 3°19'23" East; Central Angle equals 10°39'34" and Long Chord bears North 81°20'50" West 146.40 feet;) North 0°14'51" East 10.30 feet; Northwestery along the arc of a 778.05 foot radius curve to the right a distance of 31.99 feet (Center bears North 14°09'45" East; Central Angle equals 2°21'21" and Long Chord bears North 74°39'34" West 31.99 feet); North 61°40'05" West 116.01 feet; and Northwestery along the arc of an 893.50 foot radius curve to the right a distance of 80.71 feet (Center bears North 25°56'30" East; Central Angle equals 5°10'33" and Long Chord bears North 61°28'14" West 80.69 feet); thence along the Southeasterly Line of a Public Road as widened the following two courses: North 13°39'11" East 18.20 feet; and North 39°17'17" East 249.85 feet; thence Southeasterly along the arc of a 1500.00 foot radius curve to the left a distance of 116.54 feet (Center bears North 40°03'16" East; Central Angle equals 4°27'05" and Long Chord bears South 52°10'17" East 116.51 feet) to a point of reverse curvature; thence Southeasterly along the arc of a 225.00 foot radius curve to the right a distance of 213.61 feet (Central Angle equals 54°23'46" and Long Chord bears South 27°11'56" East 205.68 feet) to a point of tangency; thence South 0°00'03" East 91.04 feet to the point of beginning.

[The said "New Lot 8, Quarry Bend Subdivision" being identified and depicted on that certain plat entitled "Notice of Approval of Lot Line Adjustment - Quarry Bend Subdivision", dated September 17, 2009 (certificate dated October 21, 2009), prepared by Great Basin Engineering-South, as Drawing 07-205BLA3, certified by Bruce D. Pimper, Utah RLS No. 362256, and recorded December 2, 2009 as Entry No. 10850684, in Book 2009P, at Page 174 in the office of the Salt Lake County Recorder.]

EXCEPTING THEREFROM THE FOLLOWING TWO EXCEPTION TRACTS:

EXCEPTION TRACT 1 ("ROAD DEDICATION WEST"):

All that land being part of a parcel shown as "New Lot 8" in that Special Warranty Deed recorded December 2, 2009 as Entry No. 10850685, in Book 9785, at Page 1035 of the official records of the Salt Lake County Recorder, in the State of Utah, County of Salt Lake, City of Sandy, being part of Section 5, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and being more particularly described as follows:

BEGINNING at the West corner of said parcel, said point being South 89°06'33" East 472.23 feet and North 00°00'00" East 220.69 feet from the South quarter corner of said Section 5, and running thence North 13°39'11" East 18.20 feet; thence North 39°17'17" East 4.89 feet, to the beginning of a non-tangent curve concave to the East, with a radius of 20.00 feet and a radial bearing of North 52°56'36" West; thence Southerly 33.84 feet along said curve, through a central angle of 96°55'41", to the beginning of a non-tangent curve concave to the Northeast, with a radius of 893.50 feet and a radial

bearing of South 30°07'31" West; thence Northwesterly 15.47 feet along said curve, through a central angle of 00°59'32", to the point of beginning.

EXCEPTION TRACT 2 ("ROAD DEDICATION EAST"):

All that land being part of a parcel shown as "New Lot 8" in that Special Warranty Deed recorded December 2, 2009 as Entry No. 10850685, in Book 9785, at Page 1035 of the official records of the Salt Lake County Recorder, in the State of Utah, County of Salt Lake, City of Sandy, being part of Section 5, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and being more particularly described as follows:

BEGINNING at a point on the South line of said parcel, said point being South 89°06'33" East 820.81 feet, North 00°00'00" East 91.73 feet, to the beginning of a non-tangent curve concave to the North with a radius of 788.05 feet and a radial bearing of South 03°19'23" West, and Westerly 139.11 feet along said curve, through a central angle of 10°06'52" from the South quarter corner of said Section 5, and thence continuing 7.50 feet along said curve, through a central angle of 00°32'42", to the East line of Road Dedication C per Road Dedication SR-209 Plat recorded June 15, 2006 as Entry No. 9754372, in Book 2006P of Plats, at Page 168 of the official records of the Salt Lake County Recorder; thence North 00°14'51" East 2.15 feet along said East line; thence South 61°39'59" East 8.26 feet to the point of beginning.

[For reference only: Part of Tax Parcel No. 28-05-451-014]

PARCEL 4:

"NEW LOT 10, QUARRY BEND SUBDIVISION":

All that land being part of Quarry Bend Subdivision, recorded as Entry No. 9575193 in Book 2005P, at Page 392 of the official records of the Salt Lake County Recorder; in the State of Utah, County of Salt Lake, City of Sandy, being part of Section 5, Township 3 South, Range 1 East, Salt Lake Base and Meridian; being more particularly described as follows:

Beginning at a point located 1320.05 feet South 89°06'33" East along the Section Line; 832.63 feet North 0°26'14" East along the Sixteenth Section Line; and 17.09 feet North 89°45'09" West from the South Quarter Corner of said Section 5; and running thence South 15°30'00" East 34.86 feet to a point of curvature; thence Southerly along the arc of a 135.00 foot radius curve to the right a distance of 94.98 feet (Central Angle equals 40°18'42"; and Long Chord bears South 4°39'21" West 93.04 feet) to a point of reverse curvature; thence Southwesterly along the arc of a 295.00 foot radius curve to the left a distance of 119.84 feet (Central Angle equals 23°16'32"; and Long Chord bears South 13°10'26" West 119.02 feet); thence South 1°32'10" West 35.59 feet; thence North 89°42'01" West 119.62 feet; thence North 0°17'59" East 277.79 feet; thence South 89°45'09" East 144.48 feet to the point of beginning.

[The said "New Lot 10, Quarry Bend Subdivision" also being identified and depicted on that certain plat entitled "Notice of Approval of Lot Line Adjustment - Quarry Bend Subdivision", dated September 17, 2009 (certificate dated October 21, 2009), prepared by Great Basin Engineering-South, as Drawing 07-205BLA3, certified by Bruce D. Pimper, Utah RLS No. 362256, and recorded December 2, 2009 as Entry No. 10850684, in Book 2009P, at Page 174 in the office of the Salt Lake County Recorder.]

Parcel Nos.: 28-05-331-002, 28-05-451-013, 28-05-451-014 and 28-05-451-011