



W2909255

RECORDING & TAX NOTICE TO:
183 South 2250 West
Marriott-Slaterville, Utah 84404

E# 2909255 PG 1 OF 11
Leann H. Kilts, WEBER COUNTY RECORDER
12-Mar-18 11:34 AM FEE \$31.00 DEP TN
REC FOR: MOUNTAIN VIEW TITLE - OGDEN
ELECTRONICALLY RECORDED

MODIFICATION AGREEMENT
(LEGAL DESCRIPTION)

This agreement entered into, by and between, C & R Erdmann Properties, L.L.C., a Utah Limited Liability Company, hereinafter "LLC" and Wasatch Peaks Federal Credit Union, hereinafter "Wasatch" and the U.S. Small Business Administration, hereinafter "US-SBA" and Sand & Swirl, Inc., a Utah Corporation, hereinafter "S&S" and Utah Certified Development Company, hereinafter "CDC" for the purposes stated, stipulated to and agreed to herein.

RECITALS:

1. On June 1, 2016 a Warranty Deed was recorded with the Weber County Recorder of the State of Utah as Entry Number 2796230. The Grantor was Wadman Investments, L.L.C., a Utah Limited Liability Company, the Grantee was Corey A. Erdmann and Rebecca L. Erdmann. The Warranty Deed conveyed the fee estate in and to real property described on attached Exhibit "A".
2. Subsequent to the recordation of that Warranty Deed Corey A. Erdmann and Rebecca N. Erdmann who acquired title as Rebecca L. Erdman as Grantor conveyed the fee estate in the real property described on Exhibit "A" to the "LLC". The Warranty Deed was recorded September 21, 2016 as Entry Number 2815790.
3. Subsequent to the recordation of the Warranty Deed on September 21, 2016 as Entry Number 2815790, the "LLC" pledged the real property described on Exhibit "A" to "Wasatch" as Beneficiary under the terms and conditions of a Construction Deed of Trust recorded June 1, 2016 as Entry Number 2796260. The Trustee of the Trust Deed is Wasatch Peaks Federal Credit Union.
4. Subsequent to the above events, "LLC" pledged the real property described on Exhibit "A" to Utah Certified Development Company as Beneficiary under the terms and conditions of a Trust Deed recorded November 28, 2017 as Entry Number 2892035. The Trustee of the Trust Deed is the U.S. Small Business Administration. The beneficial interest of Utah Certified Development Company was assigned to the U.S. Small Business Administration by an Assignment of Trust Deed Recorded November 28, 2017 as Entry Number 2892065.
5. In addition to the above events, a Memorandum of Lease was recorded with the Weber County Recorder of the State of Utah on November 28, 2017 as Entry Number 2892039. The document identified the real property described on Exhibit "A" as being leased by the "LLC" to Sand & Swirl, Inc., a Utah Corporation. Following the recordation of the Memorandum of Lease an Assignment of Lease and Subordination Agreement in favor of "US-SBA" and the "CDC" as assignee. The document was recorded November 28, 2017 as Entry Number 2892040 of the records of the Weber County Recorder of the State of Utah which

6. Subsequent to the above events, a Third Party Lender Agreement, was entered into, by and between the "LLC" and the "CDC". The document was recorded with the Weber County Recorder of the State of Utah on November 29, 2017 as Entry Number 2892458.

7. The real property described on Exhibit "A" which is the record description of the real property according to the records of the Weber County Recorder of the State of Utah has been surveyed by Landmark Surveying Inc., a licensed surveyor, under its File Number 3517. Landmark Surveying Inc. staked the real property surveyed and the real property as staked as been occupied by C & R Erdmann Properties, LLC. The surveyed description of the real property being occupied is described on attached Exhibit "B".

8. The record description of the real property on Exhibit "A" is in conflict with the surveyed and occupied real property described on Exhibit "B". Prior to this agreement, Wadman Investments, L.L.C., a Utah Limited Liability Company and C & R Erdman, L.L.C., a Utah Limited Liability Company have executed and caused to be recorded Special Warranty Deeds which vest title in the fee estate, in favor of the "LLC" the real property surveyed and occupied by the "LLC" as described on Exhibit "B".

It is in the best interests of all parties to this agreement that the real property described on the various documents referred to herein which have been recorded with the Weber County Recorder of the State of Utah coincide and agree with the description of the real property occupied by the "LLC" and that the real property pledged as collateral by the "LLC" be consistent with the real property occupied by the "LLC".

In consideration of the statements made in the Recitals and to insure that the real property owned, occupied and pledged as collateral are in agreement, the parties to this agreement, stipulate, agree and warrant the following.

STIPULATIONS, AGREEMENTS AND WARRANTS:

1. At all times and under all circumstances, the agreements entered into, by and between, the "LLC", "Wasatch", "US-SBA", "S&S" and "CDC" pertain, are applicable to, burden and benefits the real property owned and occupied by the "LLC" as described on Exhibit "B".
2. "LLC" is the owner of the fee estate in the real property described on Exhibit "B".
3. Any action to enforce the terms, conditions and stipulations of the agreements entered into, by and between, the "LLC", "Wasatch", "US-SBA", "S&S" and "CDC" will be enforced as to the real property described on Exhibit "B".
4. The Trustees named in the respective Deeds of Trust which are stipulated to herein are authorized, directed and instructed to prepare, execute and record with the Weber County Recorder of the State of Utah a Partial Reconveyance which releases any and all real property which is outside of the bounds of the real property described on Exhibit "B" from the burdens imposed on any real property outside of the bounds of the real property described on Exhibit "B". The Partial Reconveyances will state and stipulate that the Promissory Notes or Security Agreements entered into, by and between, the "LLC", "Wasatch", "US-SBA" and "CDC" have not been satisfied and are in full force and effect.

Except as expressly modified herein, all of the terms, conditions, stipulations, agreements and warrants including but not limited to the terms and conditions of Promissory Notes and Deeds of Trust remain unchanged and remain in full force and effect.

Consent and agreement to the stipulations, agreements and warrants made herein do not constitute in any manner, waive, defer, post pone or delay the ability of the parties to this agreement to enforce the performance of the "LLC" in any document executed by the "LLC" in favor of "Wasatch", "US-SBA" or the "CDC" including but not limited to Promissory Notes, Security Agreements or Deeds of Trust.

The parties executing this agreement stipulate and warrant that they have the full and completer power and authority to execute this agreement and to bind the respective entity in which they are representing in this document to all of the terms, conditions and stipulations made herein.

The modifications stipulated, agreed and warranted to herein will take effect immediately upon the execution of this agreement by all parties. This document may be executed in counter parts which when all counter parts are assembled shall constitute a legal document to be governed by the Laws of the State of Utah.

C & R Erdmann, L.L.C., a Utah Limited Liability Company

by: Corey A Erdmann 2/28/18
Corey A. Erdmann--Member/Manager Date

by: Rebecca N Erdmann 2/28/18
Rebecca N. Erdmann--Member/Manager Date

Wasatch Peaks Federal Credit Union

by: Greg Washburn 2/28/18
Greg Washburn--Business Lending Manager Date

U.S. Small Business Administration

by: John L. Gossett 2-22-2018
Name Date
Its Assistant Center Director



Utah Certified Development Company

by: Caryl A. Eriksson 2/13/2018
Caryl A. Eriksson--Vice President Date

Sand & Swirl, Int., a Utah Corporation

by: Corey A Erdmann 2/28/18
Corey A. Erdmann--President Date

Consent and agreement to the stipulations, agreements and warrants made herein do not constitute in any manner, waive, defer, post pone or delay the ability of the parties to this agreement to enforce the performance of the "LLC" in any document executed by the "LLC" in favor of "Wasatch", "US-SBA" or the "CDC" including but not limited to Promissory Notes, Security Agreements or Deeds of Trust.

The parties executing this agreement stipulate and warrant that they have the full and completer power and authority to execute this agreement and to bind the respective entity in which they are representing in this document to all of the terms, conditions and stipulations made herein.

The modifications stipulated, agreed and warranted to herein will take effect immediately upon the execution of this agreement by all parties. This document may be executed in counter parts which when all counter parts are assembled shall constitute a legal document to be governed by the Laws of the State of Utah.

C & R Erdmann, L.L.C., a Utah Limited Liability Company

by: _____
 Corey A. Erdmann--Member/Manager Date

by: _____
 Rebecca N. Erdmann--Member/Manager Date

Wasatch Peaks Federal Credit Union

by: _____
 Greg Washburn--Business Lending Manager Date

U.S. Small Business Administration

by: _____
 Name Date
 Its

Utah Certified Development Company

by: *Caryl Eriksson* 2/13/2018
 Caryl A. Eriksson--Vice President Date

Sand & Swirl, Inc., a Utah Corporation

by: _____
 Corey A. Erdmann--President Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

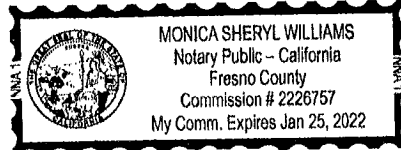
State of California
County of Fresno

On FEB 22 2018 before me, Monica Sheryl Williams, notary public,
personally appeared John L. Gosselt, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) (is) are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

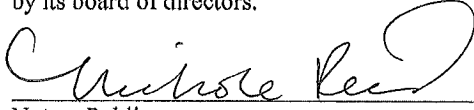
Signature (Monica) Sheryl Williams



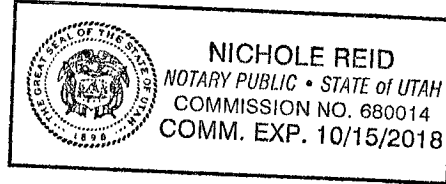
This instrument prepared by: Wadman Corporation
2920 S 925 W
Ogden UT 84401

State of Utah
County of Weber

On this the 28th day of FEBRUARY 2018, personally appeared before me, Corey A. Erdmann as President of Sand & Swirl, Inc., a Utah Corporation, who duly acknowledged to me that this document was executed by him, in the capacity stated and by authority of the terms and conditions of a resolution passed by its board of directors.



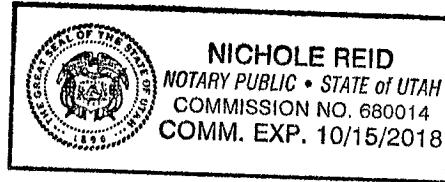
Notary Public



State of Utah
County of Weber

On this the 28th day of FEBRUARY 2018, personally appeared before me, Corey A. Erdmann and Rebecca N. Erdman as Member/Managers of C & R Erdmann Properties, L.L.C., a Utah Limited Liability Company, who duly acknowledged to me that this document was executed by them, in the capacity stated and by authority of the terms and conditions of the operating agreement of the limited liability company.

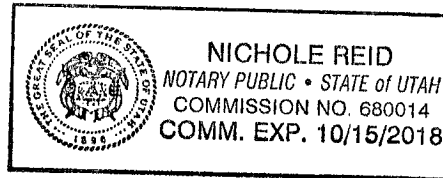
Nichole Reid
Notary Public



State of Utah
County of Weber

On this the 28th day of FEBRUARY 2018, personally appeared before me, Greg Washburn as Business Lending Manager of Wasatch Peaks Federal Credit Union, who duly acknowledged to me that this document was executed by him, in the capacity stated and by authority of the terms and conditions of a resolution passed by its board of directors.

Nichole Reid
Notary Public



State of _____
County of _____

On this the _____ day of _____, 2018, personally appeared before me, _____ as _____ of U.S. Small Business Administration, who duly acknowledged to me that this document was executed by the same, in the capacity stated and by authority of the terms and conditions of a resolution passed by its board of directors.

Notary Public

State of Utah
County of Weber

On this the 13th day of FEBRUARY 2018, personally appeared before me, Caryl A. Eriksson as Vice President of Utah Certified Development Company, who duly acknowledged to me that this document was executed by her, in the capacity stated and by authority of the terms and conditions of a resolution passed by its board of directors.

Dixie Spitale
Notary Public

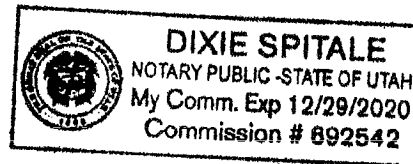


EXHIBIT "A"
RECORD DESCRIPTION OF "SUBJECT PROPERTY"

EXHIBIT "A"

PART OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; BEGINNING AT A POINT SOUTH 89D02' EAST 936.29 FEET, NORTH 0D58' EAST 648.15 FEET, NORTHERLY ALONG THE ARC OF A 346.28 FOOT RADIUS CURVE TO THE LEFT 212.08 FEET AND NORTH 34D07'30" WEST 474.51 FEET FROM THE INTERSECTION OF PENNSYLVANIA AVENUE AND KERSHAW STREET, RUNNING THENCE NORTH 34D07'30" WEST 53.49 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF A 219.20 FOOT CURVE TO THE LEFT 99.95 FEET; THENCE NORTHERLY ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE RIGHT 52.71 FEET, THENCE NORTH 0D09'15" EAST 73.18 FEET TO AN EXISTING FENCE, THENCE SOUTH 89D50'45" EAST 209.96 FEET ALONG SAID FENCE TO THE WEST LINE OF INTERSTATE 15, THENCE SOUTH 32D56'15" EAST 330.10 FEET ALONG SAID WEST LINE, THENCE NORTH 79D20'30" WEST 266.35 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 14-037-0031

PART OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY; BEGINNING AT A POINT SOUTH 89D31'50" EAST 477.10 FEET AND SOUTH 0D02' WEST 850.01 FEET FROM THE NORTHWEST CORNER OF SAID QUARTER SECTION AND RUNNING THENCE SOUTHERLY ALONG THE ARC OF A 50 FOOT RADIUS CURVE TO THE LEFT 52.71 FEET, THENCE ALONG THE ARC OF A 219.20 FOOT RADIUS CURVE TO THE RIGHT 99.95 FEET, THENCE SOUTH 34D07'30" EAST 109.00 FEET, THENCE NORTH 89D31'50" WEST 72 FEET, THENCE NORTH 34D07'30" WEST 67.12 FEET, THENCE ALONG THE ARC OF A 159.20 FOOT RADIUS CURVE TO THE LEFT 73.18 FEET, THENCE NORTH 0D02' EAST 102.82 FEET TO THE PLACE OF BEGINNING. EXCEPTING THEREFROM ANY PORTION OF DESCRIBED PROPERTY FALLING WITHIN WADMAN DRIVE (BK 60 PG 84). SUBJECT TO A 60 FOOT RIGHT OF WAY 30 FEET EITHER SIDE OF THE FOLLOWING CENTERLINES: BEGINNING AT A POINT SOUTH 89D02' EAST 906.29 FEET AND NORTH 0D58' EAST 35.00 FEET FROM THE INTERSECTION OF PENNSYLVANIA AVENUE AND KERSHAW STREET, RUNNING THENCE NORTH 0D58' EAST 613.15 FEET, THENCE ALONG THE ARC OF A 316.28 FOOT RADIUS CURVE TO THE LEFT 193.71 FEET, THENCE NORTH 34D07'30" WEST 528.28 FEET, THENCE ALONG THE ARC OF A 189.20 FOOT RADIUS CURVE TO THE LEFT 184.43 FEET, THENCE NORTH 89D58'30" WEST 376.44 FEET TO THE EAST LINE OF PENNSYLVANIA AVENUE. ALSO: BEGINNING NORTH 0D02' EAST 548.95 FEET AND SOUTH 89D02' EAST 33.00 FEET, RUNNING THENCE SOUTH 89D02' EAST 852.23 FEET. ALSO: SUBJECT TO A 50 FOOT RIGHT OF WAY 25 FEET EITHER SIDE OF THE FOLLOWING CENTERLINE: BEGINNING AT A POINT NORTH 0D02' EAST 1333.64 FEET NORTHEASTERLY ALONG THE ARC OF A 1148.00 FOOT RADIUS CURVE TO THE RIGHT 2.21 FEET AND SOUTH 89D58'30" EAST 467.53 FEET FROM THE INTERSECTION OF PENNSYLVANIA AVENUE AND KERSHAW STREET, RUNNING THENCE NORTH 0D09'15" EAST TO STATE ROAD COMMISSION PROPERTY. (1156-856).

PARCEL NO. 14-037-0017

EXHIBIT "B"
SURVEY DESCRIPTION OF SUBJECT PROPERTY

EXHIBIT "B"

A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, CITY OF OGDEN, COUNTY OF WEBER, STATE OF UTAH; SAID TRACT HAVING A BASIS OF BEARING OF SOUTH 00°22'13" WEST BETWEEN THE MONUMENTED LOCATION OF AN OGDEN CITY MONUMENT (OCM) WHICH IS BEING USED AS A REFERENCE MONUMENT FOR THE NORTHWEST CORNER OF SAID SECTION 31 (WEBER COUNTY SURVEYOR NAD1927 STATE PLANE COORDINATES FOR THE OCM ARE X=1860885.02 Y=323287.67 COORDINATES FOR THE NORTHWEST CORNER X=1860890.118 Y=323292.852) AND THE MONUMENTED LOCATION FOR THE SOUTHWEST CORNER OF SAID SECTION 31 WHICH IS A WEBER COUNTY SURVEYOR BRASS CAP (WEBER COUNTY SURVEYOR NAD1927 STATE PLANE COORDINATES OF X=1860851.05 Y=318051.31); SAID TRACT BEING DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY OF WADMAN DRIVE, SAID POINT BEING LOCATED THE FOLLOWING SEVEN (7) COURSES,

1) 2232.19 FEET SOUTH 00°23'33" WEST TO A SPIKE IDENTIFYING THE INTERSECTION OF KERSHAW STREET AND PENNSYLVANIA AVENUE (1100 WEST STREET);

2) 906.29 FEET SOUTH 88°40'18" EAST (SOUTH 89°02'00" EAST RECORD PER DEDICATION PLAT RECORDED AS PLAT BOOK 60 PAGE 84) ALONG THE CENTER LINE OF KERSHAW STREET TO A PK NAIL REPRESENTING THE INTERSECTION OF KERSHAW STREET AND WADMAN DRIVE;

3) 648.15 FEET NORTH 01°19'42" EAST (NORTH 00°58'00" EAST RECORD PER SAID DEDICATION PLAT) ALONG THE DEDICATED CENTER LINE OF WADMAN DRIVE TO A POINT OF CURVATURE;

4) ALONG THE ARC OF A TANGENT CURVE TO THE LEFT 193.71 FEET HAVING A RADIUS OF 316.28 FEET AND A CHORD DISTANCE AND BEARING OF 190.70 FEET NORTH 16°13'04" WEST ALONG THE CENTER LINE OF WADMAN DRIVE TO A POINT OF TANGENCY;

5) 528.28 FEET NORTH 33°45'48" WEST ALONG THE CENTER LINE OF WADMAN DRIVE TO A POINT OF CURVATURE;

6) ALONG THE ARC OF A TANGENT CURVE TO THE LEFT 120.91 FEET; HAVING A RADIUS OF 188.76 FEET AND A CHORD DISTANCE AND BEARING OF 118.86 FEET NORTH 52°06'52" WEST ALONG THE CENTER LINE OF WADMAN DRIVE;

7) LEAVING THE CENTER LINE OF WADMAN DRIVE ON A LINE RADIAL TO SAID CURVE 30.00 FEET NORTH 19°32'05" EAST TO SAID NORTH RIGHT OF WAY LINE OF WADMAN DRIVE; FROM SAID OGDEN CITY MONUMENT (OCM);

RUNNING THENCE NORTH 00°11'37" EAST 99.30 FEET;

THENCE SOUTH 89°03'33" EAST 221.82 FEET TO THE RIGHT OF WAY OF INTERSTATE 15;

THENCE SOUTH 32°31'07" EAST 326.19 FEET (NORTH 32°28'26" WEST IN A FINAL ORDER OF CONDEMNATION RECORDED BOOK 965 PAGE 220 ON MAY 5, 1971) SAID RIGHT OF WAY LINE BEING IDENTIFIED AS A STRAIGHT LINE BETWEEN UDOT RIGHT OF WAY

MONUMENTS AT STATION 13+17.00 "A" LINE, RAMP STATIONING, AND MONUMENT NUMBER 63 AS DOCUMENTED IN A RECORD OF SURVEY NUMBER 004267 LISTED WITH THE WEBER COUNTY SURVEYOR'S OFFICE;

THENCE LEAVING SAID RIGHT OF WAY NORTH 79°00'11" WEST 263.89 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID WADMAN DRIVE;

THENCE NORTH 33°45'48" WEST 53.49 FEET ALONG SAID NORTHEASTERLY RIGHT OF WAY TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT 140.13 FEET, HAVING A RADIUS OF 218.76 FEET WITH A CHORD BEARING AND DISTANCE OF NORTH 52°06'53" WEST 137.74 FEET TO THE POINT OF BEGINNING.