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Leann H. Kilts, WEBER COUNTY RECORDER
28-Apr-21 1109 AM FEE \$40.00 DEP TN
REC FOR: FIRST AMERICAN TITLE INSURANCE COI
ELECTRONICALLY RECORDED

Tax Parcel Numbers:
07-555-0001, 07-555-0002

Prepared by, and after recording
Return to:
Faige P. Klein, Esq.
Arent Fox LLP
1301 Avenue of the Americas, Floor 42
New York, New York 10019

First American Title
National Commercial Services
NCS File # 1058879

**FIRST AMENDMENT TO MULTIFAMILY DEED OF TRUST,
ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT
AND FIXTURE FILING**

(UTAH)

**1st Amendment to Security Instrument
(ICG Borrow Up) (UT) Canyon Rim**

**FIRST AMENDMENT TO MULTIFAMILY DEED OF TRUST,
ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT
AND FIXTURE FILING**

This FIRST AMENDMENT TO MULTIFAMILY DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "**Amendment**") dated as of April 28, 2021, is executed by and between FALLS AT CANYON RIM ICG LLC, a limited liability company organized and existing under the laws of Washington, as trustor ("**Borrower**"), to FIRST AMERICAN TITLE INSURANCE COMPANY, A Nebraska corporation, as trustee ("**Trustee**"), for the benefit of FANNIE MAE, the corporation duly organized and existing under the laws of the United States, as mortgagee ("**Fannie Mae**").

RECITALS:

A. Berkadia Commercial Mortgage LLC ("**Lender**") made a loan to Borrower and others pursuant to that certain Master Credit Facility Agreement dated as of November 29, 2018 (the "**Master Agreement**"), and evidenced by that certain Multifamily Note in the original principal amount of \$28,023,000 dated as of November 29, 2018, executed by Borrower and others and made payable to the order of Lender ("**Multifamily Note 1**"), which Multifamily Note 1 was endorsed to Fannie Mae (the "**Initial Advance**"). Lender also made a loan to Borrower and others pursuant to that certain Amendment No. 1 to Master Credit Facility Agreement dated as of December 6, 2018 ("**Amendment No. 1**"), and evidenced by a Multifamily Note executed by Borrower and others in favor of Lender dated as of December 6, 2018, in the original principal amount of \$12,419,000 ("**Multifamily Note 2**"), which Multifamily Note 2 was also endorsed to Fannie Mae ("**Tranche 2 Advance**"). Lender also made a loan to Borrower and others pursuant to that certain Amendment No. 2 to Master Credit Facility Agreement dated as of January 17, 2019 ("**Amendment No. 2**"), and evidenced by a Multifamily Note executed by Borrower and others in favor of Lender dated as of January 7, 2019, in the original principal amount of \$32,586,000 ("**Multifamily Note 3**"), which Multifamily Note 3 was also endorsed to Fannie Mae ("**Tranche 3 Advance**"). Lender also made a loan to Borrower and others pursuant to that certain Amendment No. 3 to Master Credit Facility Agreement dated as of February 28, 2019 ("**Amendment No. 3**") and evidenced by a Multifamily Note executed by Borrower and others in favor of Lender dated February 28, 2019, in the original principal amount of \$17,298,000 ("**Multifamily Note 4**") and a Multifamily Note executed by Borrower and others in favor of Lender dated February 28, 2019, in the original principal amount of \$7,524,000 ("**Multifamily Note 5**") which Multifamily Note 4 and Multifamily Note 5 were also endorsed to Fannie Mae ("**Tranche 4 Advance**"). Pursuant to that certain Amendment No. 4 to Master Credit Facility Agreement dated as of the date hereof ("**Amendment No. 4**"), Lender is making a Future Advance to Borrower and others in the original principal amount of \$15,550,000, evidenced by a Multifamily Note executed by Borrower and others in favor of Lender dated as of the date hereof ("**Multifamily Note 6**"), which Multifamily Note 6 is simultaneously being endorsed to Fannie Mae ("**Tranche 5 Advance**").

B. In connection with the Master Agreement, as amended, Borrower executed, for the benefit of Lender, that certain Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of November 29, 2018 (the “**Security Instrument**”), in respect of the real property in Weber County, Utah further described in Exhibit A attached hereto and to secure repayment the Indebtedness (as defined in the Security Instrument). The Security Instrument was recorded on November 29, 2018, as Instrument No. E# 2954361 in the Official Records of Weber County, Utah (the “**Public Records**”), and was assigned to Fannie Mae by Lender pursuant to that certain Assignment of Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of November 29, 2018, and recorded November 29, 2018, as Instrument No. E#2954375 in the Public Records.

C. In connection with the MCFA Amendment 4, Borrower and Fannie Mae now desire to make certain amendments to the Security Instrument to evidence the increase in the indebtedness secured by the Security Instrument, as set forth herein.

D. Fannie Mae and Borrower intend these Recitals to be a material part of this Amendment.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Terms not otherwise defined in this Amendment shall have the meanings ascribed to those terms in the Security Instrument or the Master Agreement, as applicable.

2. Borrower and Fannie Mae hereby acknowledge and agree that the original principal amount of the Mortgage Loan has been increased from \$97,850,000 to \$113,400,000, as evidenced by Multifamily Note 6.

3. The third paragraph of the Security Instrument is hereby amended and restated in its entirety as follows:

Borrower, in consideration of (i) the Mortgage Loan evidenced by (a) that certain Multifamily Note in the original principal amount of \$28,023,000 dated as of November 29, 2018, executed by Borrower and others and made payable to the order of Lender, (b) that certain Multifamily Note in the original principal amount of \$12,419,000 dated as of the date hereof, executed by Borrower and others and made payable to the order of Lender, (c) that certain Multifamily Note in the original principal amount of \$32,586,000 dated as of January 17, 2019, executed by Borrower and others and made payable to the order of Lender, (d) that certain Multifamily Note in the original principal amount of \$17,298,000 dated as of February 28, 2019, executed by Borrower and others and made payable to the order of Lender, (e) that certain Multifamily Note in the original principal amount of \$7,524,000 dated as of February 28, 2019, executed by Borrower and others and made payable to the order of Lender, (f) that certain Multifamily Note in the original

principal amount of \$15,550,000 dated as of the date hereof, executed by Borrower and others and made payable to the order of Lender; (g) all schedules, riders, allonges, addenda, renewals, extensions, amendments and modifications thereto, and (h) any additional Multifamily Notes issued from time to time pursuant to the Loan Agreement and all schedules, riders, allonges, addenda, renewals, extensions, amendments and modifications thereto (individually and collectively, as amended, restated, replaced, supplemented, or otherwise modified from time to time, the “**Note**”), (ii) the Loan Agreement, and (iii) the trust created by this Security Instrument, and to secure to Lender the repayment of the Indebtedness (as defined in this Security Instrument), and all renewals, extensions and modifications thereof, and the performance of the covenants and agreements of Borrower contained in the Loan Documents (as defined in the Loan Agreement), excluding the Environmental Indemnity Agreement (as defined in this Security Instrument), irrevocably and unconditionally mortgages, grants, warrants, conveys, bargains, sells, and assigns to Trustee, in trust, for benefit of Lender, with power of sale and right of entry and possession, the Mortgaged Property (as defined in this Security Instrument), including the real property located in Bonneville County, State of Idaho, and described in Exhibit A attached to this Security Instrument and incorporated by reference (the “**Land**”), to have and to hold such Mortgaged Property unto Trustee and Trustee’s successors and assigns, forever; Borrower hereby releasing, relinquishing and waiving, to the fullest extent allowed by law, all rights and benefits, if any, under and by virtue of the homestead exemption laws of the Property Jurisdiction (as defined in this Security Instrument), if applicable.

4. Except as expressly amended by this Amendment, the Security Instrument shall remain unmodified and in full force and effect.


5. This Amendment may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Borrower has signed and delivered this Amendment under seal (where applicable) or has caused this Amendment to be signed and delivered by its duly authorized representative under seal (where applicable). Where applicable law so provides, Borrower intends that this Amendment shall be deemed to be signed and delivered as a sealed instrument.

BORROWER:

FALLS AT CANYON RIM ICG LLC,
a Washington limited liability company

By: ICG LLC, its manager

By: _____
Name: Michael A. Christian
Title: Manager

ACKNOWLEDGMENT

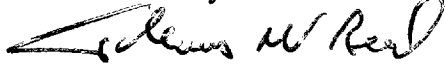
STATE OF WASHINGTON)

COUNTY OF KING)

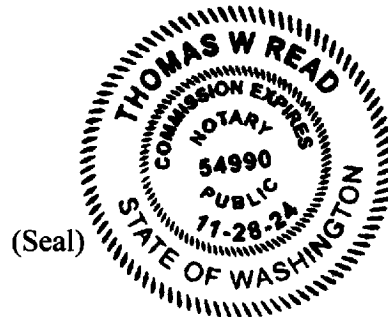
On April 7th, 2021, before me, Thomas W. Read, Notary Public, personally appeared Michael A. Christian, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.



Notary Public



FANNIE MAE:

FANNIE MAE, the corporation duly organized under the Federal National Mortgage Association Charter Act, as amended, 12 U.S.C. §1716 et seq. and duly organized and existing under the laws of the United States

By: Michael W. Dick
Name: Michael W. Dick
Title: Assistant Vice President

ACKNOWLEDGMENT

STATE OF DELAWARE)

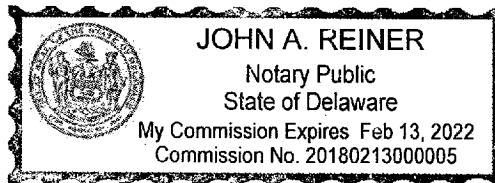
COUNTY OF SUSSEX) ss.:

On the 7th day of April in the year 2021, before me, the undersigned, a Notary Public in and for said Jurisdiction, personally appeared Michael W. Dick, personally known to me or proven to me on the basis of satisfactory evidence, identifying him to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity of Asst. Vice President of Fannie Mae, a corporation organized and existing under the Federal National Mortgage Association Charter Act, as amended, 12 U.S.C. §1716 et seq., and duly organized and existing under the laws of the United States, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the State of Delaware.

Witness my hand and official seal this 7th day of April, 2021.

My Commission Expires: FEB 13 2022

John A. Reiner
Notary Public
Print name: JOHN A. REINER
My commission expires: FEB 13 2022



The name, chief executive office and organizational identification number of Borrower (as Debtor under any applicable Uniform Commercial Code) are:

Debtor Name/Record Owner: Falls at Canyon Rim ICG LLC

Debtor Chief Executive Office Address:

901 Fifth Avenue, Suite 4100

Seattle, WA 98164

Debtor Organizational ID Number: 604 343 720

The name and chief executive office of Lender (as Secured Party) are:

Secured Party Name: Fannie Mae

c/o Berkadia Commercial Mortgage LLC

323 Norristown Road, Suite 300

Ambler, PA 19002

Attn: Servicing – Executive Vice President

Trustee Mailing Address:

First American Title Company

215 South State Street, Ste. 380

Salt Lake City, UT 84111

EXHIBIT A

LEGAL DESCRIPTION OF THE FALLS AT CANYON RIM

PARCEL 1:

LOT 1, GRANITE POINTE PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF THE WEBER COUNTY RECORDER.

TOGETHER WITH THAT PORTION OF VACATED 6000 SOUTH STREET ABUTTING ON THE NORTH AS DISCLOSED IN ORDINANCE NO. 02-16, RECORDED JUNE 21, 2002 AS ENTRY NO. 1856572 IN BOOK 2241 AT PAGE 320 OF OFFICIAL RECORDS.

EXCEPTING ANY PORTION THEREFROM WITHIN CROSSROADS LANDING COMMERCIAL SUBDIVISION NO. 3.

ALSO LESS AND EXCEPTING THE FOLLOWING LEGAL DESCRIPTION:

A PARCEL OF LAND IN THE WEST 1/2 OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SOUTH OGDEN CITY, WEBER COUNTY, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 OF GRANITE POINTE PHASE 1, A PART OF CROSSROADS LANDING COMMERCIAL SUBDIVISION NO. 2 CERTIFIED BY GARY L. NEWMAN L.S. NO. 4478 ON OCTOBER 15, 1999; THENCE SOUTH 88 DEGREES 33' 36" EAST A DISTANCE OF 69.47 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT 50.0 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY A DISTANCE OF 82.51 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 94 DEGREES 32' 49" SUBTENDED BY A CHORD THAT BEARS SOUTH 82 DEGREES 46' 58" EAST A DISTANCE OF 73.46 FEET; THENCE SOUTH 1 DEGREES 12' 40" WEST A DISTANCE OF 111.95 FEET; THENCE SOUTH 44 DEGREES 45' 41" EAST A DISTANCE 101.61 FEET; THENCE SOUTH 45 DEGREES 14' 19" WEST A DISTANCE OF 103.27 FEET; THENCE SOUTH 44 DEGREES 46' 58" EAST A DISTANCE OF 107.09 FEET; THENCE SOUTH A DISTANCE OF 52.40 FEET; THENCE SOUTH 60 DEGREES 10' 39" WEST A DISTANCE OF 257.65 FEET; THENCE NORTH 29 DEGREES 49' 21" WEST A DISTANCE OF 361.44 FEET; THENCE NORTH 42 DEGREES 0' 0" EAST A DISTANCE OF 283.43 FEET THE REAL POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF VACATED 6000 SOUTH STREET ABUTTING ON THE NORTH AS DISCLOSED IN ORDINANCE NO. 02-16, RECORDED JUNE 21, 2002 AS ENTRY NO. 1856572 IN BOOK 2241 AT PAGE 320 OF OFFICIAL RECORDS.

EXCEPTING ANY PORTION THEREFROM WITHIN CROSSROADS LANDING COMMERCIAL SUBDIVISION NO. 3.

PARCEL 2:

**1st Amendment to Security Instrument
(ICG Borrow Up) (UT) Canyon Rim**

Exhibit A-1

A PARCEL OF LAND IN THE WEST 1/2 OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SOUTH OGDEN CITY, WEBER COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 OF GRANITE POINTE PHASE 1, A PART OF CROSSROADS LANDING COMMERCIAL SUBDIVISION NO. 2 CERTIFIED BY GARY L. NEWMAN L.S. NO. 4478 ON OCTOBER 15, 1999; THENCE SOUTH 88 DEGREES 33' 36" EAST A DISTANCE OF 69.47 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT 50.0 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY A DISTANCE OF 82.51 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 94 DEGREES 32' 49" SUBTENDED BY A CHORD THAT BEARS SOUTH 82 DEGREES 46' 58" EAST A DISTANCE OF 73.46 FEET; THENCE SOUTH 1 DEGREES 12' 40" WEST A DISTANCE OF 111.95 FEET; THENCE SOUTH 44 DEGREES 45' 41" EAST A DISTANCE 101.61 FEET; THENCE SOUTH 45 DEGREES 14' 19" WEST A DISTANCE OF 103.27 FEET; THENCE SOUTH 44 DEGREES 46' 58" EAST A DISTANCE OF 107.09 FEET; THENCE SOUTH A DISTANCE OF 52.40 FEET; THENCE SOUTH 60 DEGREES 10' 39" WEST A DISTANCE OF 257.65 FEET; THENCE NORTH 29 DEGREES 49' 21" WEST A DISTANCE OF 361.44 FEET; THENCE NORTH 42 DEGREES 0' 0" EAST A DISTANCE OF 283.43 FEET THE REAL POINT OF BEGINNING.

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EXCEPTING THEREFROM ANY PORTION WITHIN CROSSROADS LANDING COMMERCIAL SUBDIVISION NO. 3.

Tax Parcel Numbers: 07-555-0001, 07-555-0002