

ENT 37281:2023 PG 1 of 3
Andrea Allen
Utah County Recorder
2023 Jun 09 09:33 AM FEE 40.00 BY TM
RECORDED FOR National Title Agency of Utah, Inc.
ELECTRONICALLY RECORDED

Tax Serial Number:
30-009-0037, 30-009-0071 as to Payson,
Utah & 30-009-0036, 30-009-0070 as to
Salem, Utah

RECORDATION REQUESTED BY:

Security National Life Insurance Company, a Utah
Corporation
PO Box 57220
Salt Lake City, UT 84157-0220

WHEN RECORDED MAIL TO:

Security National Life Insurance Company, a Utah
Corporation
PO Box 57220
Salt Lake City, UT 84157-0220

FOR RECORDER'S USE ONLY

20-3908 AB

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated June 7, 2023, is made and executed between Arrowhead Ranch, LLC, a Utah limited liability company, whose address is 911 East Pioneer Road, Draper, UT 84020 ("Trustor") and Security National Life Insurance Company, a Utah Corporation, whose address is PO Box 57220, Salt Lake City, UT 84157-0220 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated June 4, 2021 (the "Deed of Trust") which has been recorded in Utah County, State of Utah, as follows:

Recorded June 4, 2021 Entry 103314:2021.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Utah County, State of Utah:

See attached 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 Arrowhead Trail Road, Payson, UT 84651. The Real Property tax identification number is 30-009-0037, 30-009-0071 as to Payson, Utah & 30-009-0036, 30-009-0070 as to Salem, Utah.

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

The Note Amount specified in the Agreement executed on or about June 7, 2023, shall be amended to increase from **SEVENTEEN MILLION FOUR HUNDRED SEVENTEEN THOUSAND DOLLARS (\$17,417,000.00)** to **Thirty Million Dollars (\$30,000,000)**, effective as of the Effective Date of this Change in Terms Agreement.

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 JUNE 7, 2023.

TRUSTOR:

ARROWHEAD RANCH, LLC, A UTAH LIMITED LIABILITY COMPANY

By:

Ross S. Holliday, Manager of Arrowhead Ranch, LLC, a Utah limited liability company

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

Page 2

LENDER:

SECURITY NATIONAL LIFE INSURANCE COMPANY, A UTAH CORPORATION

X _____
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Michigan)
COUNTY OF Saginaw)
) SS
)

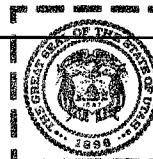
On this 7th day of June, 2013, before me, the undersigned Notary Public, personally appeared Ross S. Holliday, Manager of Arrowhead Ranch, LLC, a Utah limited liability company, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed 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 John E. Baker
Notary Public in and for the State of Mass

Residing at Salt Lake
My commission expires 1-24-24

LENDER ACKNOWLEDGMENT

STATE OF Utah)
COUNTY OF Salt Lake)
) SS
)



Notary Public - State of Utah
ANN E. BAKER
Comm. #709867
My Commission Expires
January 24, 2024

On this 8th day of June, 2023, before me, the undersigned Notary Public, personally appeared Shane Wilson and known to me to be the Vice, President, authorized agent for **Security National Life Insurance Company, a Utah Corporation** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Security National Life Insurance Company, a Utah Corporation**, duly authorized by **Security National Life Insurance Company, a Utah Corporation** 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 **Security National Life Insurance Company, a Utah Corporation**.

By Wendy L. Scott
Notary Public in and for the State of Utah

Residing at SLC, Ut
My commission expires 10-27-24

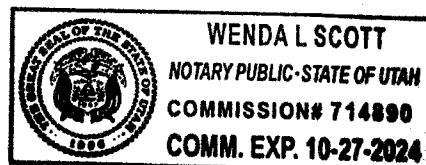


Exhibit A

PARCEL 1: (-0036, -0037)

Beginning at a point in a fence line which is North 1137.34 feet and West 627.14 feet, according to Utah Coordinate Bearings, Central Zone, from the Southeast corner of Section 3, Township 9 South, Range 2 East, Salt Lake Base and Meridian, and running thence North 30°52'30" West 442.12 feet; thence North 79°30'00" East 8.02 feet to a fence; thence North 31°33'09" West along a fence 405.88 feet to a fence corner; thence South 88°58'46" West along a fence 37.09 feet; thence South 30°53'00" East 25.77 feet; thence West 1255.12 feet to a fence; thence along said fence the following courses: South 88°58'46" West 181.62 feet; South 88°55'53" West 1177.89 feet; South 89°00'15" West 1794.45 feet to a fence corner on the East line of Arrowhead Trail; thence South 43°18'25" West along a fence on the said East line of Arrowhead Trail 47.57 feet; thence departing said Arrowhead Trail North 89°00'28" East 1827.50 feet to a fence; thence South 01°21'03" East along a fence 493.07 feet; thence continuing along said fence South 02°15'23" West 856.37 feet to a fence corner; thence South 89°37'53" East along a fence 2106.23 feet to a fence corner; thence North 53°55'55" East along a fence 1218.73 to the point of beginning.

PARCEL 2: (-0070, -0071)

Beginning at a fence corner on the East side of Arrowhead Trail Road, which point lies North 2.96 feet and East 701.56 feet, according to the Utah Coordinate Bearings, Central Zone, from the West quarter corner of Section 3, Township 9 South, Range 2 East, Salt Lake Base and Meridian, and running thence along existing fences all of the following courses, to wit: North 89°49'31" East 764.53 feet; North 89°52'03" East 669.67 feet; North 89°29'08" East 303.02 feet; North 88°48'05" East 547.41 feet; North 88°50'14" East 816.55 feet; North 88°30'42" East 150.56 feet; South 20°19'08" East 661.30 feet; South 30°34'31" East 249.20 feet; South 88°58'46" West 1460.81 feet; South 88°55'53" West 1177.89 feet; South 89°00'15" West 1794.45 feet; North 43°17'32" East 1202.63 feet along a fence on the Easterly side of Arrowhead Trail Road to the point of beginning; and

Together with any and all of Trustor's rights, titles and interests in and to any all water rights, interests and shares, including, without limitation: (i) those evidenced by Water Right Number 59-5983 in the records of the Utah Department of Natural Resources, Division of Water Rights; (ii) all related to that "Order of the State Engineer For Permanent Change Application Number 59-5983 (a44411)" by the Utah Division of Water Rights, dated June 7, 2019; (iii) those evidenced by Water Right Number 57-10573 in the records of the Utah Division of Water Rights; (iv) all related to that "Order of the State Engineer For Permanent Change Application Number 57-10573 (a44416)" by the Utah Division of Water Rights, dated on June 3, 2019; and (v) thirty and one fourth (30.25) Shares of East Jordan Irrigation Company represented by Share Certificate Number 6287, dated July 1, 2019.