

WHEN RECORDED MAIL TO:

U.S. Bank National Association
170 South Main Street, 6th Floor
Salt Lake City, Utah 84101
Attn: Nate Quist

5-085632
OT-35

01128157 B: 2557 P: 1610

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Rhonda Francis Summit County Recorder

03/02/2020 08:47:47 AM Fee \$40.00

By BACKMAN FFTP

Electronically Recorded

SPACE FOR RECORDER'S USE

**AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FINANCING STATEMENT**

This Amendment amends that certain Deed of Trust, Assignment Of Rents, Security Agreement and Financing Statement (the "**Trust Deed**") dated as of August 13, 2014, by SNOW MOUNTAIN L.C., a Utah limited liability company, as Trustor, to Backman Title Services, Ltd., as Trustee, for the benefit of U.S. BANK NATIONAL ASSOCIATION, as Beneficiary, which was recorded on August 20, 2014 as Entry No. 01001241 in Book 2253 at Page 1175 with the Summit County Recorder, State of Utah.

The first paragraph in the Section of the Trust Deed titled "Obligations Secured; Events of Default" is hereby amended to read as follows:

This Trust Deed secures (1) payment of the indebtedness evidenced by a Term Promissory Note, dated August 13, 2014, in the stated principal sum of \$3,886,760.00, executed by Trustor (also, referred to as "**Borrower**"), payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and any increases, extensions, renewals or modifications thereof and any restated or replacement promissory notes therefor (the "**Note**"); (2) the payment and performance of all obligations and liabilities of Borrower under the terms of any and all documents executed for the benefit of Beneficiary in connection with the Note, including without limitation a related Loan Agreement and all documents executed therewith (which, as may be amended or supplemented, together with the Note, shall be referred to collectively as the "**Loan Documents**"); (4) the performance of each agreement, covenant and representation of Trustor set forth in this Trust Deed (except for the obligations under paragraph 25 which are unsecured); (5) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms of this Trust Deed, together with interest thereon at the applicable rate under the Note, and (6) payment of the indebtedness evidenced by a Term Promissory Note, dated August 13, 2014 in the stated principal amount of \$3,969,800.00 executed by Antelope L.C., a Utah limited liability company, in favor of Beneficiary. Items (1) through (6) shall be referred to as the "**Obligations**". If the Note (or the terms of the other Loan Documents) provide that the credit evidenced thereby is a revolving line of credit, the principal balance of the indebtedness may increase or decrease on a revolving basis in an amount not to exceed the principal amount stated above (as may be increased by written amendment) in accordance with the terms of the Note or the other Loan Documents, with such revolving disbursements made under the terms of the Loan Documents to be considered obligatory future advances (subject to the conditions precedent for such advances as set forth in the Loan Documents) and secured by this Trust Deed. If the Note evidences a term obligation with advances to be made thereunder over time in an aggregate

amount not to exceed the principal amount stated above (as may be increased by written amendment), all such advances shall be considered obligatory future advances (subject to the conditions precedent for such advances as set forth in the Loan Documents) and secured by this Trust Deed. Notwithstanding anything in the Loan Documents to the contrary, this Trust Deed does not secure any guaranties or environmental indemnities executed in connection with the Loan Documents.

The Trust Deed shall remain valid and enforceable as amended hereby.

****Signature of Trustor on next page****

Exhibit A

Legal Description

Real property located in Summit County, Utah.

PARCEL 1:

Beginning at a point which is South 1800.67 feet and West 950.24 feet from the Northeast corner of Section 20, Township 1 South, Range 6 East, Salt Lake Base and Meridian (said point being on the Southerly line of Weber Canyon Road and an existing fence corner) all courses are along an old existing fence line and running thence South 01 deg. 39'12" West 1582.46 feet; thence South 00 deg. 12'27" West 67.85 feet; thence South 01 deg. 36'10" West 485.60 feet; thence South 88 deg. 22'42" West 359.66 feet; thence North 00 deg. 21'21" East 347.07 feet; thence North 01 deg. 14'10" East 1579.79 feet; thence North 06 deg. 52'28" East 90.57 feet to the Southerly line of Weber Canyon Road; thence North 70 deg. 12'37" East 103.33 feet along said line; thence North 71 deg. 08'10" East 290.28 feet along said line to the point of beginning.

Being the proposed plat of Cottonwood Meadows Subdivision

PARCEL 2:

Beginning at a point which is South 1800.67 feet and West 950.24 feet from the Northeast corner of Section 20, Township 1 South, Range 6 East, Salt Lake Base and Meridian to the Southerly line of Weber County Road and thence South 71 deg. 08'10" West 290.28 feet; and South 70 deg. 12'37" West 103.33 feet along said Southerly line from the Northeast corner of Section 20, Township 1 South, Range 6 East, Salt Lake Base and Meridian (said point being on the Southerly line of Weber Canyon Road and an existing fence corner); thence South 06 deg. 52'28" West 90.57 feet, and South 01 deg. 14'10" West 1552.25 feet along an existing fence; thence South 65 deg. 01'55" West 219.34 feet; thence North 01 deg. 14'10" East 1643.13 feet to the Southerly line of Weber Canyon Road and on existing fence; thence North 66 deg. 11'40" East 227.04 feet along said Southerly line of Weber Canyon Road and on existing fence to the point of beginning.

Parcel No.: OT-35

1521067.02