

WHEN RECORDED, PLEASE MAIL TO:

MRP PAYSON, LLC
294 Interstate North Circle, Building 2, Suite 150
Atlanta, GA 30339
#68-072-0002
#68-072-0001

FIRST AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENTS

THIS FIRST AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENTS (this "**First Amendment**") is made this 26th day of September, 2022 by MRP PAYSON, LLC, a Utah limited liability company ("**Declarant**").

RECITALS

A. MRP PAYSON, LLC, as Declarant executed that certain Declaration of Reciprocal Easements dated August 25, 2022, recorded on August 25, 2022 as Entry No. 94491:2022 in the office of the Utah County Recorder (the "Declaration") in connection with certain Parcels described on Exhibit "A" (the "East Parcel") and Exhibit "B" (the "West Parcel") attached hereto and incorporated herein by reference.

B. Declarant desires to amend the Declaration on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant makes the following declarations, creates the following easements and establishes the following covenants, conditions and restrictions, all of which apply to, bind, affect and run with title to the East Parcel and West Parcel:

1. **Restrictions.**

a. Owner of West Parcel hereby agrees that they will not lease any space on their respective Parcel or allow any space on their respective Parcel whose primary business is selling any of the following: coffee, blended drinks, smoothies, or energy drinks ("Dutch Bros. Coffee Restricted Use"). This Restricted Use does not apply to tenants that sell non-branded brewed coffee or brewed tea, or tenants who operate a grocery, convenience, or specialty store that offers branded coffee or tea and whose sale of such items are incidental to that tenant's primary use. This Restricted Use will automatically terminate if Dutch Bros Coffee, or any affiliated entity, has not operated as a coffee shop for 365 consecutive days (except for temporary closures due to remodeling, renovation, casualty, condemnation, or events of force majeure).

b. Owner of East Parcel hereby agrees that they will not lease any space on their respective Parcel or allow any space on their respective Parcel whose primary business is for the sale, display and storage of paints, coatings, varnishes, lacquers and kindred products, tinting and intermixing of paints, coatings and kindred materials, painter and home maintenance supplies ("The Sherwin-Williams Company Restricted Use"). This Restricted Use does not apply to tenants whose sale of such items are incidental to that tenant's primary use. This Restricted Use will automatically terminate if The Sherwin-Williams Company, or any affiliated entity, has not operated as a retail paint store for 365 consecutive days (except for temporary closures due to remodeling, renovation, casualty, condemnation, or events of force majeure).

c. In the event of any violation or threatened violation of the above restricted uses, the non-defaulting Owner will have in addition to the right to collect damages, the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

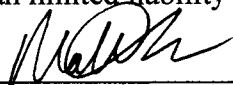
2. Except as modified by this First Amendment, the Declaration is ratified by the Declarant and remains in full force and effect.

[Signature page follows.]

IN WITNESS WHEREOF, the Declarant executed this Declaration as of the date first set forth above.

DECLARANT:

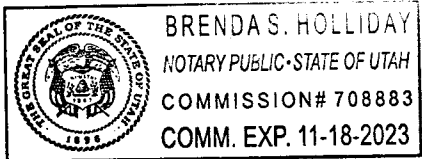
MRP PAYSON, LLC,
a Utah limited liability company

By: 
Name: Matt McWhiter
Title: Manager

STATE OF Utah)
 : ss.
COUNTY OF Salt Lake)

On this 26 day of SEPTEMBER, 2022, before me, the undersigned, personally appeared Matt McWhiter an individual whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed that in his/her capacity as the MANAGER of MRP PAYSON, LLC, a Utah limited liability company, he/she signed the foregoing instrument on behalf of said limited liability company and he/she acknowledged to me that said limited liability company executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



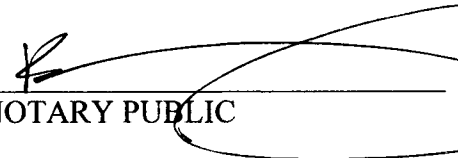

NOTARY PUBLIC

EXHIBIT "A"

to

FIRST AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENTS

Legal Description of East Parcel

ALL OF LOT 1B, HENLINE SUBDIVISION PLAT C AMENDED, AS RECORDED WITH
THE OFFICE OF THE UTAH COUNTY RECORDER.
CONTAINS 38,785 SQ. FT. OR 0.890 ACRES

EXHIBIT "B"

to

FIRST AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENTS

Legal Description of the West Parcel

ALL OF LOT 1A, HENLINE SUBDIVISION PLAT C AMENDED, AS RECORDED WITH
THE OFFICE OF THE UTAH COUNTY RECORDER.
CONTAINS 42,852 SQ FT OR 0.984 ACRES