

WHEN RECORDED RETURN TO:

Bryan B. Todd
The McCullough Group
405 S. Main Street, Suite 800
Salt Lake City, UT 84111

**SUPPLEMENTAL DECLARATION
(MAVERIK PARCEL)**

THIS SUPPLEMENTAL DECLARATION (this “**Supplemental Declaration**”) is made as of *November 10*, 2021 by **EM COMMERCIAL DEVELOPMENT, LLC**, a Utah limited liability company (“**Declarant**”), and joined by **MONTE VISTA RANCH, L.C.**, a Utah limited liability company (“**Master Declarant or Founder**”).

RECITALS

WHEREAS, on October 29, 2009, Master Declarant caused to be recorded that certain Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association, as Entry No. 113261:2009 in the official records of the office of the Utah County Recorder, State of Utah, (the “**Recorder’s Office**”) as amended by that certain Amendment to the Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association also recorded with the Recorder’s Office on December 13, 2010, Entry No. 108314:2010, and as further amended by that certain Second Amendment to the Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association also recorded with the Recorder’s Office on May 25, 2018, Entry No. 49096:2018, and as further amended by that certain Third Amendment to the Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association also recorded with the Recorder’s Office on June 14, 2019, Entry No. 54420:2019, and as further amended by that certain Fourth Amendment to the Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association also recorded with the Recorder’s Office on September 17, 2019, Entry No. 92248:2019, as further amended by that certain Fifth Amendment to Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association, Inc., also recorded with the Recorder’s Office on November 8, 2019, as Entry No. 117084:2019; as further amended by that certain Sixth Amendment to Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association, Inc., also recorded with the Recorder’s Office on July 30, 2021, as Entry No. 133535:2021, and as further amended by that certain Seventh Amendment to Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association, Inc., also recorded with the Recorder’s Office on August 23, 2021, as Entry No. 146829:2021 (“**Master Declaration**”);

WHEREAS, the Master Declaration anticipated the formation of various Districts (as defined in the Master Declaration) within the Properties (as defined in the Master Declaration) as part of developing the Properties as an integrated master planned community of residential, commercial, mixed use, and industrial uses;

WHEREAS, as the Declarant desired to designate the Shopping Center Land (as defined in the Declaration) as a separately denominated commercial District subject to the Master Declaration, and to establish certain covenants, conditions, restrictions and easements to such District, and Master Declarant consenting, the Declarant and the Master Declarant caused to be recorded in the Office of the County Recorder’s Office that certain Declaration of Covenants, Conditions, Restrictions and Easements of Marketplace at Eagle Mountain Town Center, dated July 19, 2021 and recorded July 27, 2021 as Entry No. 130929:2021, as amended by that certain First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Marketplace at Eagle Mountain Town Center also recorded with the Recorder’s Office on _____ 2021, Entry No. _____ (the “**Declaration**”);

WHEREAS, the Declaration encumbers that certain real property located in Utah County, Utah, more particularly described therein, and described on **Exhibit A** attached hereto (the “**Shopping Center Land**”);

WHEREAS, as anticipated by the Declaration, the City of Eagle Mountain and Declarant entered into that certain Development Agreement for the Marketplace at Eagle Mountain Town Center at Eagle Mountain, Utah dated January 13, 2021 (the “**Development Agreement**”);

WHEREAS, capitalized terms which are not otherwise defined in this Supplemental Declaration shall have the same meanings given to them in the Declaration;

WHEREAS, being in the Declarant Control Period (as such is defined in the Declaration), Declarant has the right to modify or amend the Declaration at any time, so long as such modification does not materially and adversely impact the Grocery Store Owner, the Grocery Store Lot or the Grocery Store Lot Building; and

WHEREAS, Declarant desires to supplement and modify the Declaration as set forth below as it applies to the portion of the Property legally described as follows (the “**Maverik Parcel**”):

Lot 3 of the Subdivision Plat of Marketplace at Eagle Mountain Town Center Subdivision, as recorded in the official records of the Utah County Recorder’s Office on July 19, 2021, as Entry No. 127110:2021, also known and further defined as “Pad F” under the terms of the Declaration; and

NOW, THEREFORE, the Declaration is hereby supplemented and modified as follows (capitalized terms used but not defined herein shall be defined as set forth in the Declaration):

1. Design Review Waiver. Notwithstanding anything to the contrary in Section 2 of the Declaration, this Section 1 of this Supplemental Declaration shall operate as a variance from compliance with any and all approvals required under Section 2 of the Declaration as to the Maverik Parcel. Maverik may develop the Maverik Parcel as shown in the development plan attached hereto as **Exhibit B** (the “**Development Plan**”), and this waiver shall remain effective unless and until there are material modifications to the Development Plan by Maverik. Founder hereby acknowledges and agrees that Maverik shall not be subject to the provisions of Chapter 5 of the Master Declaration so long as Maverik constructs and maintains its building and

improvements in accordance with the Development Plan. Maverik may proceed with the Development Plan without having to obtain any additional approvals from the Design Review Committee, Founder, the Declarant, or any other Tenant Agent or Consenting Owner, so long as Maverik constructs and maintains its building and improvements in accordance with the Development Plan. This waiver shall also specifically serve as a variance and approval as to the building to be constructed on the Maverik Parcel, which may consist of a single story building not to exceed thirty (30) feet in height, including the height of all architectural elements and mechanical fixtures. Additionally, notwithstanding any specific language to the contrary in the Master Declaration or the Declaration, Maverik may make future modifications, adjustments, remodels, and/or repairs to the Improvements constructed according to the Development Plan without additional approvals from the Design Review Committee, Founder or Declarant; provided that such future modifications, adjustments, remodels, and/or repairs do not materially and adversely affect the other Owners of lots subject to the Declaration, and comply with the Development Plan.

2. Insurance. Notwithstanding anything to the contrary in Chapters 6 or 11 of the Master Declaration or Sections 2.6.4 or 8 of the Declaration, so long as Maverik shall maintain a net worth of not less than Twenty Million Dollars (\$20,000,000.00), any and all insurance coverages and policies required to be maintained pursuant to Section 8.2 of the Declaration may be self-insured by Maverik. Upon Declarant or Master Declarant's request, Maverik shall provide a letter identifying Maverik's election to self-insure for the coverages otherwise required and certifying that the minimum net worth requirement has been satisfied.

3. Allowed Uses and Restrictions on Use. Notwithstanding anything to the contrary or otherwise stated in the Master Declaration or the Declaration, including any implied prohibition on use by reason of the statement of intended uses and and/or express prohibitions including but not limited to Section 13.3 of the Declaration, Maverik's intended use as a convenience store and fuel sales facility for the Maverik Parcel is hereby specifically permitted. Without any further approval or authorization of the Design Review Committee, Founder, Master Declarant, Declarant, or any Consenting Owners or Tenant Agent(s), Maverik may use the Maverik Parcel for the operation of a fuel service station (including, without limitation, diesel fuel and electronic vehicle charging), convenience store, and other uses generally associated with the same, including but not limited to: (i) the related sale of fuel, food products in the manner customary to Maverik branded convenience stores according to its standard operations across the Utah County and Salt Lake County areas, alcohol, and magazines; and (ii) the related sale and advertisement of retail items generally associated with Maverik branded convenience stores. *The foregoing, and all other provisions hereof, however, shall remain subject to the exclusive uses and use restrictions contained in the Master Declaration and/or the Declaration.* Any fuel dispensing pavilion and associated pumps, and related facilities and appurtenances (including but not limited to underground storage tanks) shall not be considered to violate any term(s) or provision(s) of the Declaration as long as they comply with the Development Plan and all Applicable Laws. Maverik may operate the convenience store in a regular manner, including the display of any advertisements on/in the building and/or its fuel dispensing pavilion(s), and such will not be considered a violation of any term(s) or provision(s) of the Master Declaration or the Declaration, including food sales as set forth above. In addition, notwithstanding anything to the contrary in Section 3.3 of the Declaration, Maverik may, as an incidental use, sell or permit to be

sold within the Maverik Parcel hemp derived CBD with a THC content of 0.3% or less so long as such use is in compliance with Applicable Laws.

4. Permitted Signage. Notwithstanding anything to the contrary in Section 5 of the Declaration, Maverik shall be permitted to utilize an LED sign displaying fuel prices on the Maverik Parcel.

5. Maintenance of Common Facilities. Pursuant to Section 6.4, Declarant hereby expressly authorizes Maverik to self-maintain the Maverik Parcel so long as Maverik at all times complies with all Applicable Laws and maintains the Maverik Parcel in a first-class and safe and clean condition, including but not limited to, the maintenance and repair of the drive and parking areas, trash removal, signage, landscaped areas and any Common Facilities located on the Maverik Parcel. Maverik shall be responsible for its pro-rata share of the maintenance costs for the Common Facilities for the remainder of the Shopping Center (as defined in the Declaration). Maverik's pro-rata share of such expenses shall be derived by multiplying the annual maintenance costs by a fraction, the numerator of which is the total floor area of the Maverik building and the denominator of which is the total floor area of the Shopping Center ("**Pro-Rata Share**"). Maverik's Pro-Rata Share shall not increase annually by more than five percent (5%) of the prior annual amount paid by Maverik, excluding uncontrollable expenses, such as snow removal, taxes and insurance. Notwithstanding anything in the Master Declaration or Declaration to the contrary, Maverik shall not be responsible or obligated to contribute any sums to promotional, marketing, or advertising programs or join any merchant's or development association or, pursuant to Section 6.4 of the Declaration, otherwise share in the costs of the Common Facilities or Operating Costs, except as expressly set forth herein.

6. Estoppe! To Master Declarant's and/or Declarant's knowledge, there are no outstanding assessments, defaults, events or existing circumstances with respect to: (i) the Maverik Parcel; or (ii) occupants of the Maverik Parcel, which would violate any of the covenants, conditions, restrictions or obligations imposed on the Maverik Parcel (including but not limited to the Master Declaration, Declaration, and/or Development Agreement), Master Declarant or Declarant, an owner or occupant of the Maverik Parcel by the Master Declaration or Declaration, bylaws, or other use or design guidelines, rules or regulations promulgated under the Master Declaration or Declaration or Development Agreement. Additionally, to Master Declarant's and/or Declarant's knowledge, there are no liens or claims of liens outstanding with respect to the Maverik Parcel, Master Declarant and Declarant (but only on account of or with respect to the Maverik Parcel), or any Board or Association under the Master Declaration or Declaration.

7. Integration. To the extent there are any inconsistencies between the Declaration and this Supplemental Declaration, or any previous declarations and amendments, the terms, conditions and provisions of this Supplemental Declaration shall control. Except as specifically set forth to the contrary in this Supplemental Declaration, the Owners hereby ratify, confirm and incorporate by reference herein as if fully set forth each and every term, representation, warranty, condition and covenant of the Declaration which shall remain in full force and effect. In the event of any conflict between the provisions of the Declaration and this Supplemental Declaration, the provisions of this Supplemental Declaration shall govern and control. Any provisions of the Declaration not amended by this Supplemental Declaration but related to the subject matter of

this Supplemental Declaration shall be interpreted in such a manner as to give full force and effect to the intent of this Supplemental Declaration even if contrary to the original intent of any such provision.


8. Effective Date. This Supplemental Declaration shall be effective once it has been fully executed and recorded in the in the official records of Utah County, Utah.

9. Counterparts. This Supplemental Declaration may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one fully executed document.

IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration to Declaration of Covenants, Conditions, Restrictions, and Easement as of the day and year first set forth above.

EM COMMERCIAL DEVELOPMENT, LLC,
a Utah limited liability company

By: Its Manager, Diamante Vista, L.L.C.,
a Utah limited liability company

By: 

Tiffany A. Walden, Its Manager

By: Its Manager, CP EM, LLC,
a Utah limited liability company

By: 

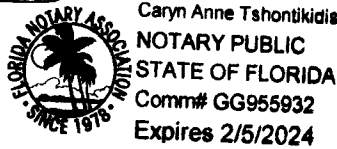
William G. Gaskill, Its Manager

[acknowledgements on following page]

STATE OF FLORIDA)
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) :SS.
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COUNTY OF BREVARD)

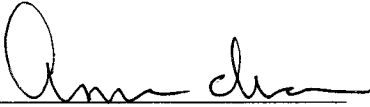
On this 10th day of November, 2021 Tiffany A. Walden personally appeared before me, and being by me duly sworn, did say that she executed this Supplemental Declaration in the capacity indicated, and with all necessary approvals.

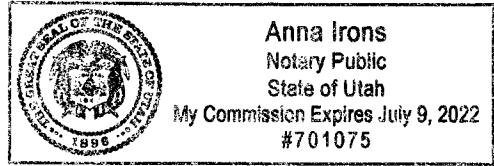
NOTARY PUBLIC: 



STATE OF UTAH)
)
) :SS.
)
COUNTY OF Salt Lake)

On this 12th day of December, 2021 William G. Gaskill personally appeared before me, and being by me duly sworn, did say that he executed this Supplemental Declaration in the capacity indicated, and with all necessary approvals.

NOTARY PUBLIC: 




[additional signatures and acknowledgements to follow]

IN WITNESS WHEREOF, the Master Declarant has caused this Supplemental Declaration to be executed as of the date first set forth above.


MASTER DECLARANT:
MONTE VISTA RANCH, L.C.
a Utah limited liability company

By: Its Manager, MVR MANAGEMENT, LLC
a Utah limited liability company

By: 
Name: Tiffany A. Walden
Its: Manager

STATE OF FLORIDA)
)
) :ss.
COUNTY OF BREVARD)

On this 10th day of November 2021, personally appeared before me Tiffany A. Walden the Manager of MVR Management LLC, the Manager of Monte Vista Ranch, L.C., who being by me duly sworn, did say that she is the authorized agent of the Master Declarant authorized to execute this Supplemental Declaration signed by her on behalf of said Master Declarant by authority of its operating agreement and who acknowledged to me that said Master Declarant executed the same.



NOTARY PUBLIC




Caryn Anne Tshontikidis
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG955932
Expires 2/5/2024

**OWNER CONSENT
TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND
EASEMENTS OF MARKETPLACE AT EAGLE MOUNTAIN TOWN CENTER**

In witness whereof, the undersigned, as owner of the portion of the property described in **Exhibit "A"** of this Supplemental Declaration, hereby consents to the within and foregoing Supplemental Declaration and the recording of such this 10th day of November 2021.

OWNER:
MONTE VISTA RANCH, L.C.
a Utah limited liability company

By: Its Manager, MVR MANAGEMENT, LLC
a Utah limited liability company

By: 
Name: Tiffany A. Walden
Its: Manager

STATE OF FLORIDA)
) :SS.
COUNTY OF BREVARD)

On this 10th day of November, 2021, personally appeared before me Tiffany A. Walden the Manager of MVR Management LLC, the Manager of Monte Vista Ranch, L.C., who being by me duly sworn, did say that she is the authorized agent of the Owner authorized to execute this Supplemental Declaration signed by her on behalf of said Owner by authority of its operating agreement and who acknowledged to me that said Owner executed the same.


NOTARY PUBLIC



Caryn Anne Tshontikidis
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG955932
Expires 2/5/2024

EXHIBIT A**LEGAL DESCRIPTION OF SHOPPING CENTER LAND****PARCEL 1:**

A portion of the SE1/4 and SW1/4 of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian, Eagle Mountain City, Utah, more particularly described as follows:

Beginning on the westerly line of Sweetwater Road located N0°27'04"E along the Section line 1,333.00 feet to the Northeast Corner of the South 1/2 of the SE1/4 of Section 12 and S88°43'29"W along the 1\16th Section (40 acre) line 2,351.47 from the Southeast Corner of Section 12, T6S, R2W, S.L.B.& M.; thence S18°56'36"W along said westerly line of Sweetwater Road 729.56 feet to the northerly line of Eagle Mountain Boulevard; thence Northwesterly along said road and along the arc of a 9,953.50 foot radius non-tangent curve (radius bears: N18°57'04"E) 929.60 feet through a central angle of 5°21'04" (chord: N68°22'24"W 929.26 feet) to the southeast corner of that Real Property described as Deed Entry No. 72747:2000 of the Official Records of Utah County; thence along said deed the following 5 (five) courses and distances: N24°17'50"E 228.84 feet; thence Northwesterly along the arc of a 9,725.00 foot radius non-tangent curve (radius bears: N24°18'19"E) 83.78 feet through a central angle of 0°29'37" (chord: N65°26'53"W 83.78 feet) to a point of reverse curvature; thence along the arc of a 119.69 foot radius curve to the left 185.84 feet through a central angle of 88°57'51" (chord: S70°19'00"W 167.73 feet); thence S25°50'05"W 90.46 feet; thence along the arc of a 20.00 foot radius curve to the left 31.57 feet through a central angle of 90°27'15" (chord: S19°23'33"E 28.40 feet) to the north line of said Eagle Mountain Boulevard; thence Northwesterly along the arc of a 9,953.50 foot radius non-tangent curve (radius bears: N25°22'50"E) 507.95 feet through a central angle of 2°55'26" (chord: N63°09'27"W 507.90 feet) to the north line of the South 1/2 of the SW1/4 of said Section; thence N88°40'38"E along the 1/16th (40 acre) line 1,406.78 feet to the northwest corner of the South 1/2 of the SE1/4 of said Section; thence; thence N88°43'29"E along the 1/16th (40 acre) line 317.50 feet to the point of beginning.

PARCEL 2:

Commencing North 1243.99 feet and East 321.88 feet from the South 1/4 Corner of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence N18°55'24"E 28.66 feet; thence along the arc of a 1749.46 radius curve to the left (chord bears: N10°00'28"E 538.914 feet); thence N1°22'57"E 9.64 feet; thence N89°50'58"W 25.78 feet; thence S1°12'23"W 9.72 feet; thence along the arc of a 1750 foot radius curve to the right (chord bears: S2°27'33"W 76.53 feet) 76.54 feet; thence West 391.09 feet; thence North 251.34 feet; thence S89°57'53"E 1199.87 feet; thence South 101.6 feet; thence East 305.8 feet; thence South 306 feet; thence West 306 feet; thence North 407.6 feet; thence S89°57'53"W 189.01 feet; thence S1°21'47"W 752.08 feet; thence along the arc of a 9950.49 foot radius curve to the left (chord: S61°44'39"E 23.49 feet); thence N88°57'07"E 1703.74 feet to beginning.

TOGETHER WITH the following:

Commencing North 1746.91 feet and West 2271.8 feet from the Southeast Corner of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence West 391.09 feet; thence North 251.34 feet; thence N89°57'53"E 99.05 feet; thence S22°13'07"E 177.82 feet; thence

S89°50'58"E 228.29 feet; thence S1°12'23"W 9.72 feet; thence along the arc of a 1750 foot radius curve to the right (chord bears: S2°27'33"W 76.53 feet) to the beginning.

LESS AND EXCEPTING the following:

A portion of the SE1/4 and SW1/4 of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian, Eagle Mountain City, Utah, more particularly described as follows:

Beginning on the westerly line of Sweetwater Road located N0°27'04"E along the Section line 1,333.00 feet to the Northeast Corner of the South 1/2 of the SE1/4 of Section 12 and S88°43'29"W along the 1/16th Section (40 acre) line 2,351.47 from the Southeast Corner of Section 12, T6S, R2W, S.L.B.& M.; thence S18°56'36"W along said westerly line of Sweetwater Road 729.56 feet to the northerly line of Eagle Mountain Boulevard; thence Northwesterly along said road and along the arc of a 9,953.50 foot radius non-tangent curve (radius bears: N18°57'04"E) 929.60 feet through a central angle of 5°21'04" (chord: N68°22'24"W 929.26 feet) to the southeast corner of that Real Property described as Deed Entry No. 72747:2000 of the Official Records of Utah County; thence along said deed the following 5 (five) courses and distances: N24°17'50"E 228.84 feet; thence Northwesterly along the arc of a 9,725.00 foot radius non-tangent curve (radius bears: N24°18'19"E) 83.78 feet through a central angle of 0°29'37" (chord: N65°26'53"W 83.78 feet) to a point of reverse curvature; thence along the arc of a 119.69 foot radius curve to the left 185.84 feet through a central angle of 88°57'51" (chord: S70°19'00"W 167.73 feet); thence S25°50'05"W 90.46 feet; thence along the arc of a 20.00 foot radius curve to the left 31.57 feet through a central angle of 90°27'15" (chord: S19°23'33"E 28.40 feet) to the north line of said Eagle Mountain Boulevard; thence Northwesterly along the arc of a 9,953.50 foot radius non-tangent curve (radius bears: N25°22'50"E) 507.95 feet through a central angle of 2°55'26" (chord: N63°09'27"W 507.90 feet) to the north line of the South 1/2 of the SW1/4 of said Section; thence N88°40'38"E along the 1/16th (40 acre) line 1,406.78 feet to the northwest corner of the South 1/2 of the SE1/4 of said Section; thence; thence N88°43'29"E along the 1/16th (40 acre) line 317.50 feet to the point of beginning.

EXHIBIT B

DEVELOPMENT PLAN FOR THE MAVERIK PARCEL

