

When Recorded, Mail To:

A&E Brown Development
Attn: Dennis Brown



W3215782

Assessor Parcel No. 15-540-0001, 15-540-0003

(Space above for Recorder's use only)

MODIFICATION OF DEED RESTRICTION AND GRANT OF EASEMENT

THIS MODIFICATION OF DEED RESTRICTION AND GRANT OF EASEMENT (this "**Instrument**") is made this 3rd day of February, 2022, by A&E BROWN DEVELOPMENT, L.L.C., a Utah limited liability company ("**Grantor**"), and Deborah K. Nicholson (formerly known as Deborah B. Hansen) (the "**Grantee**").

RECITALS

A. Pursuant to that certain Warranty Deed and Agreement recorded June 14, 2013 as Instrument Number 2640820 in the Official Records of Weber County, Utah (the "**Deed**"), the Grantor deeded to Grantee, that certain real property located in Weber County, Utah as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "**Property**").

B. The Deed contains certain covenants and restrictions in favor of Grantor contained in paragraph (1) Development of Grantor's Remaining Property (the "**Restriction**") for the benefit of Grantor's property described in Exhibit B, attached hereto and incorporated herein by this reference ("**Grantor's Property**").

C. Grantee has requested that the Restriction be modified.

NOW THEREFORE, in consideration of the above recitals, which are incorporated herein, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Modification of Restriction. Upon recordation of this instrument in the Official Records of Weber County, Utah, the Restriction on the Property is hereby modified by adding the following sentence at the end of the Restriction:

If the zoning designation for the Property is not changed to commercial or if Grantor does not provide a written notice to Grantee of Grantor's desire to sell or

develop Grantor's Remaining Property on or before the last day of February, 2023, then the above covenant and restriction contained in subpart (a) above and the purchase option will automatically terminate, but the covenant to grant easements in subpart (b) will remain. When the Grantor's Remaining Property is developed and improved, then the entire covenant and restriction, including subpart (b) will terminate.


2. No Warranty. Grantor makes no warranty or representation as to the title, condition, or possible use of the Property.

3. Deed Still Effective. This instrument only modifies the Restriction and grants the easement set forth herein. All other covenants and restrictions contained in the Deed shall remain in full force and effect.

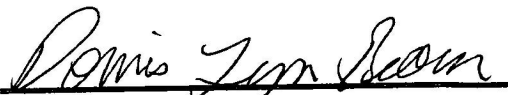
IN WITNESS WHEREOF, Grantor and Grantee have executed this instrument on the day and year first above written.

Grantor:

A&E BROWN DEVELOPMENT, L.L.C.,
a Utah limited liability company

By: 

Louis Albert Brown, Trustee of The Amos A. Brown Revocable Trust established by Trust Agreement dated August 23, 1999, as amended, and as Trustee of The Ethel L. Brown Revocable Trust established by Trust Agreement dated August 23, 1999, as amended
Its: Manager

By: 

Dennis Lyn Brown, Trustee of The Amos A. Brown Revocable Trust established by Trust Agreement dated August 23, 1999, as amended, and as Trustee of The Ethel L. Brown Revocable Trust established by Trust Agreement dated August 23, 1999, as amended,
Its: Manager

Grantee:

Deborah K. Nicholson

Deborah K. Nicholson
(formerly known as Deborah B. Hansen)

STATE OF UTAH)
COUNTY OF Davis) ss.
~~SALT LAKE~~)

On Feb. 3, 202², before me, Conner Ford, a Notary Public in and for said state, personally appeared Louis Albert Brown personally known to me (or 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 executed the same in his authorized capacity, as Trustee of The Amos A. Brown Revocable Trust established by Trust Agreement dated August 23, 1999, as amended, and as Trustee of The Ethel L. Brown Revocable Trust established by Trust Agreement dated August 23, 1999, as amended.

WITNESS my hand and official seal.

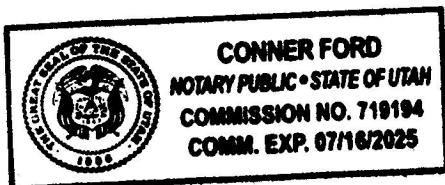


Conner Ford
Notary Public in and for said State

STATE OF UTAH)
COUNTY OF Davis) ss.
~~SALT LAKE~~)

On Feb. 3, 202², before me, Conner Ford, a Notary Public in and for said state, personally appeared Dennis Lyn Brown personally known to me (or 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 executed the same in his authorized capacity, as Trustee of The Amos A. Brown Revocable Trust established by Trust Agreement dated August 23, 1999, as amended, and as Trustee of The Ethel L. Brown Revocable Trust established by Trust Agreement dated August 23, 1999, as amended.

WITNESS my hand and official seal.



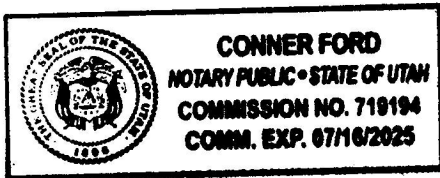
Conner Ford

Notary Public in and for said State

STATE OF UTAH)
 DANB) ss.
COUNTY OF SALT LAKE)

On February 3, 202², before me, *Conner Ford* *CP*, a
Notary Public in and for said state, personally appeared *Deborah K. Nicholson*, a
as Deborah B. Hansen) personally known to me (or proved to me on the basis of satisfactory
evidence) to be the person whose name is subscribed to the within instrument.

WITNESS my hand and official seal.



Conner Ford
Notary Public in and for said State

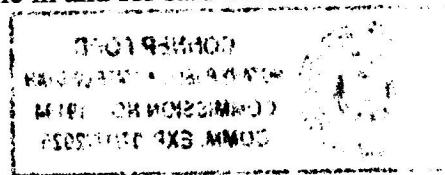


Exhibit A

(Legal Description of the Property)

Beginning at a point South 00°43'41" West 1332.38 feet and North 89°16'19" West 540.71 feet and South 3°43'41" West 636.31 feet from the Northeast corner of Section 1, Township 6 North, Range 2 West, Salt Lake Base and Meridian, and running thence South 3°43'41" West 185.88 feet along the westerly right of way line of 1200 West Street to the north right-of-way line of Harrisville Road; thence South 89°22'42" West 138.32 feet; thence North 0°30'19" West 158.06 feet; thence South 86°25'55" East 64.15 feet; thence North 3°06'41" East 32.19 feet; thence North 89°28'41" East 86.02 feet to the point of beginning.

Contains 24,986 sq. ft. or 0.573 acres.

Exhibit B

(Legal Description of Grantor's Property)

Beginning at a point South 00°43'41" West 1332.38 feet and North 89°16'19" West 540.71 feet from the Northeast corner of Section 1, Township 6 North, Range 2 West, Salt Lake Base and Meridian, and running thence South 3°43'41" West 530.19 feet along the westerly right of way line of 1200 West Street; thence South 89°28'41" West 150.00 feet; thence South 3°43'41" West 133.74 feet; thence South 0°30'19" East 158.06 feet to the north right of way line of Harrisville Road; thence South 89°22'42" West 129.68 feet along said north right of way line; thence North 0°30'19" West 1688.76 feet; thence South 65°16'19" East 81.65 feet to the said westerly right of way line of 1200 West Street; thence South 23°16'19" East 695.30 feet along said right of way line; thence South 3°43'41" West 192.86 feet along said right of way line to the point of beginning.

Contains 402,406 sq. ft. or 9.2150 acres.