

PREPARED BY AND RETURN TO:

Ryan Forsyth, Esq.
Forsyth Legal, PLLC.
Mail to: C&N Properties, L.C.
1835 South Highway 89, Perry, UT 84302



ENT 16205:2023 PG 1 of 10
ANDREA ALLEN
UTAH COUNTY RECORDER
2023 Mar 16 9:54 am FEE 0.00 BY KR
RECORDED FOR SALEM CITY

STATE OF UTAH

COUNTY OF UTAH

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (this "Agreement") is made and entered into this 15 day of March, 2023, by and between RKF Salem MCD, LLC, A Utah Limited Liability Company, its successors and/or assigns ("First Party"), and Salem City Redevelopment Agency, LLC a Utah Limited Liability Company, its/his/her/their successors and/or assigns ("Second Party").

WHEREAS, First Party is the owner of a tract of real property located in City of Salem, County of Utah, State of Utah, and incorporated by reference (the "First Party Tract"), and intends to develop the First Party Tract to be used for retail purposes. The location of the First Party Tract is shown on the Site Plan (the "Site Plan") set forth in Exhibit C attached hereto and incorporated by reference; and

WHEREAS, Second Party owns a tract of real property adjacent to and lying next to the First Party Tract, also located in Salem, County of Utah, State of Utah, and incorporated herein by reference (the "Second Party Tract"), and said Second Party Tract is zoned for commercial purposes. The location of the Second Party Tract is shown on the Site Plan Exhibit C; and

WHEREAS, First Party and Second Party desire to grant to each other easements of access, ingress and egress to enable each of them and their respective Permittees (as hereinafter defined) to have access over and through their respective properties; and

WHEREAS, First Party desires to construct a driveway over a portion of the Second Party Tract and Second Party is willing to grant a construction easement for the construction of the driveway; and

WHEREAS, the parties desire to enter into other agreements regarding the use of their respective parcels; and

WHEREAS, at some future point First Party is planning to divide the First Party Tract into two separate parcels, which parcels are labeled as "Parcel 1" and "Parcel 2" on the attached Site Plan Exhibit C.

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Grant of Construction Easement. Second Party hereby grants to First Party a construction easement (the "Construction Easement") on, over and across that portion of the Second Party Tract as may be reasonably necessary for installing and constructing a shared driveway area and access drive (the "Cross Access Drive") connecting the First Party Tract with the Second Party Tract. The location of the Cross Access Drive is shown on the Site Plan Exhibit C. The Construction Easement shall be a temporary easement, existing for a period of 365 days (the "Construction Period") beginning on the date (the "Commencement Date") that First Party commences construction of the Cross Access Drive, and provides written notice thereof to Second Party. First Party shall construct the Cross Access Drive during the Construction Period in a manner that will not interfere with business operations on the Second Party Tract or with the orderly flow of traffic thereon. First Party shall obtain and pay for all permits, approvals and licenses necessary for the construction and use of the Cross Access Drive. The Cross Access Drive shall be constructed in accordance with all applicable laws, codes, ordinances and other requirements of governmental authorities having jurisdiction thereof. The Cross Access Drive shall be constructed in a good and workmanlike manner and in accordance with the Site Plan. First Party shall pay all costs or expenses related to the construction of the Cross Access Drive, including the costs of the improvements currently installed that will be removed, and shall not permit any lien to attach to the Second Party Tract or any part thereof. Once constructed, First Party shall keep and maintain the Cross Access Drive located on the First Party Tract, and other vehicular drives and curb cuts located on the First Party Tract, in good condition and repair. Second Party shall keep and maintain the Cross Access Drive located on the Second Party Tract, and other vehicular drives and curb cuts located on the Second Party Tract, in good condition and repair. The Construction Easement shall automatically terminate upon the expiration of the Construction Period; provided, however, in no event shall the Construction Period last more than three (3) years from the date of recordation of this Agreement.

2. Grant of Reciprocal Easements of Access, Ingress and Egress.

(a) First Party hereby grants to Second Party, and their respective assigns and Permittees (as hereinafter defined), a perpetual, permanent, non-exclusive easement over and across those portions of the First Party Tract improved from time to time for vehicular traffic (e.g., driveways and curb cuts), including 18-wheel tractor-trailer vehicles, which easement shall be for use by Second Party for vehicular access, ingress and egress to and from the Second Party Tract and rights-of-way adjacent to the First Party Tract. Said easement more particularly described on Exhibit A attached hereto and incorporated by reference ("Second Party Access Easement").

(b) Second Party hereby grants to First Party, and their respective assigns and Permittees (as hereinafter defined), a perpetual, permanent, non-exclusive easement over and across those portions of the Second Party Tract improved from time to time for vehicular traffic (e.g., driveways and curb cuts), including 18-wheel tractor-trailer vehicles, which easement shall be for use by First Party for vehicular access, ingress and egress and parking to and from the First Party Tract and rights-of-way adjacent to the Second Party Tract. Said easement more particularly described on Exhibit B attached hereto and incorporated by reference ("First Party Access Easement").

(c) Notwithstanding the above, the Second Party Access Easement and the First Party Access Easement are contingent upon the completion of construction of the Access Drive in accordance with the requirements set forth in Section 1 above.

3. Covenants Running with the Land.

(a) Second Party Access Easement herein granted by First Party to Second Party shall run with the land. First Party hereby warrants and covenants with Second Party that it has that it has the right to convey such easements and that the easements are unencumbered except for easements and restrictions of record on the date hereof.

(b) First Party Access Easement herein granted by Second Party to First Party shall run with the land. Second Party hereby warrants and covenants with First Party that it has the right to convey such easements and that the easements are unencumbered except for easements and restrictions of record on the date hereof and any mortgage applicable thereto.

(c) The rights, covenants and obligations contained in this Agreement shall bind, burden and benefit First Party and Second Party and their respective successors, assigns, heirs, lessees, mortgagees and any beneficiaries under any deed(s) of trust.

4. Condemnation. Nothing in this Agreement shall be construed to give one party any interest in any award or payment made to the other party in connection with any exercise of eminent domain or transfer in lieu thereof affecting the other party's rights or giving the public or any government any rights. The parties may file collateral claims with the condemning authority for their losses that are separate and apart from the value of the land area and improvements taken.

5. Driveway Changes. First Party and Second Party each reserve the right to from time to time change the driveways and other traffic improvements located within their respective parcels as long as (i) such change does not materially impair the other party's use of the easements herein granted and the accessibility afforded by such easements to adjoining rights-of-way, (ii) the party proposing the change shall submit plans to the other party and the other party shall have 45 days to review and approve any request and must provide any comments to the party submitting the request within 45 days of receipt or the plans shall be deemed approved, and (iii) the party making such changes does not unreasonably interfere with business operations on the other party's parcel.

6. Installation and Maintenance of Cross Access Drive. First Party hereby agrees to install asphalt to connect First Party Tract to existing asphalt on Second Party Tract over the area identified in blue on Exhibit C. First Party agrees that all improvements on the easement area shall paid for entirely by First Party. After such improvements are installed, each party shall maintain those portions of the Cross Access Drive that are located on their property.

7. Indemnification. Each party shall and does hereby, indemnify and hold the other party, its legal representatives, lessees, tenants, employees, successors and assigns (all of whom shall be collectively referred to as the "Indemnitees") harmless of, from and against any and all loss, cost, expense, suits, judgments and liabilities for damages or injuries, of whatsoever kind, whether to persons or property, arising in any way by any reason of the use of the easements herein granted by the indemnifying parties; provided, however, that said indemnity and hold harmless shall exclude any and all loss, cost, expense, suits, judgments and liabilities for damages or injuries, of whatsoever kind, whether to persons or property, caused by negligence of "Indemnitees," or any other person acting under their direction or contract with them, or other third parties.

8. Restricted Use. The First Party Tract and the Second Party Tract shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations.

9. Permittees. As used herein, the term "Permittees" shall mean each party hereto, and their successors in title, and each of their respective tenants, employees, contractors, guests and invitees.

10. Governing Law and Recordation. Both parties shall cause their respective uses of the easement area to be in conformance with all applicable laws, ordinances and regulations and the laws of the State of Utah shall govern the interpretation, validity and performance of this Agreement. This Agreement shall be recorded in the official records of Utah County, Utah.

(Signature/Notary pages attached)

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first above written.

<p>WITNESSES AS TO FIRST PARTY:</p> <p>Signed: <u>[Signature]</u> Print Name: <u>Brynie Haveron</u></p> <p>Signed: <u>[Signature]</u> Print Name: <u>Rubyn Martensen</u></p>	<p>FIRST PARTY:</p> <p>RKF SALEM MCD, LLC, A Utah Limited Liability Company</p> <p>By: <u>[Signature]</u> Print Name: <u>RYAN W. FOSYTH</u> Title: <u>Member/Manager</u></p> <p>Dated: <u>3/14/2023</u></p>
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STATE OF UTAH
COUNTY OF Utah

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Ryan Forsyth, the Member/Manager, of RKF Salem MCD, LLC, A Utah Limited Liability Company, freely and voluntarily under authority duly vested in him by said company. He/she is personally known to me or has produced Utah Drivers License as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 14 day of March, 2022.

[Signature]
Notary Public
Jeffrey Nielson
Typed, printed or stamped name of Notary Public

My Commission Expires: 2/7/2026



JEFFREY NIELSON
NOTARY PUBLIC • STATE OF UTAH
COMMISSION NO. 722925
COMM. EXP. 02/07/2026

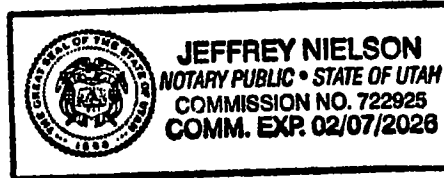
WITNESSES AS TO SECOND PARTY:	SECOND PARTY:
<p>Signed: <u>Delys W Snyder</u> Print Name: <u>Delys W. Snyder</u></p> <p>Signed: <u>Cristy Simons</u> Print Name: <u>Cristy Simons</u></p>	<p><u>Kurt L Christensen</u> By: SALEM CITY REDEVELOPMENT AGENCY, LLC Print Name: <u>Kurt Christensen</u> Title: <u>Mayor</u></p> <p>Dated: <u>3-15-23</u></p>

STATE OF UTAH
COUNTY OF UTAH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Kurt L Christensen, the Mayor/Chair, of Salem City Redevelopment Agency, LLC, A Utah Limited Liability Company, freely and voluntarily under authority duly vested in him by said company. He/she is personally known to me or has produced Personal Knowledge as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 15 day of March 2023.

Jeffrey Nielson
Notary Public



Jeffrey Nielson
Typed, printed or stamped name of Notary Public

My Commission Expires: 2/7/2026

EXHIBIT ADESCRIPTION OF SECOND PARTY ACCESS EASEMENT
OVER & ACROSS FIRST PARTY TRACT (PARCEL 47:372:0058)

Beginning at a point being South 89°06'50" West 555.28 feet along the Section Line and South 1382.17 feet from the North Quarter Corner of Section 1, Township 9 South, Range 2 East, Salt Lake Base and Meridian;

Thence North 1°27'37" East 24.22 feet;

Thence North 0°12'00" East 81.21 feet;

Thence North 15°58'10" East 21.34 feet;

Thence North 0°49'18" West 44.91 feet;

Thence 4.28 feet along the arc of an 8.00-foot radius curve to the Left thru a central angle of 30°37'08" (Chord bears North 25°19'29" West 4.22 feet);

Thence North 0°11'26" East 101.71 feet;

Thence South 89°55'16" East 36.09 feet;

Thence 11.90 feet along the arc of a 10.00-foot radius curve to the Left thru a central angle of 68°07'55" (Chord bears North 57°57'05" East 11.21 feet);

Thence North 23°52'54" East 14.88 feet;

Thence 12.40 feet along the arc of a 30.00-foot radius curve to the Left thru a central angle of 23°40'44" (Chord bears North 12°02'32" East 12.31 feet);

Thence North 0°12'10" East 1.84 feet;

Thence South 89°48'00" East 6.28 feet;

Thence 25.29 feet along the arc of a 250.00-foot radius curve to the Right thru a central angle of 5°47'49" (Chord bears South 86°54'07" East 25.28 feet);

Thence 2.55 feet along the arc of an 18.00-foot radius curve to the Left thru a central angle of 8°06'49" (Chord bears South 18°24'22" West 2.55 feet);

Thence South 14°20'58" West 1.76 feet;

Thence 17.15 feet along the arc of a 10.00-foot radius curve to the Left thru a central angle of 98°16'42" (Chord bears South 34°47'23" East 15.13 feet);

Thence 14.75 feet along the arc of a 234.52-foot radius curve to the Right thru a central angle of 3°36'12" (Chord bears South 79°58'59" East 14.75 feet);

Thence South 23°52'54" West 187.05 feet;

Thence 15.36 feet along the arc of a 10.47-foot radius curve to the Left thru a central angle of 84°03'14" (Chord bears South 43°25'20" West 14.02 feet);

Thence South 0°12'00" West 53.82 feet;

Thence 4.71 feet along the arc of a 3.00-foot radius curve to the Left thru a central angle of 89°51'49" (Chord bears South 44°43'55" East 4.24 feet);

Thence South 89°39'49" East 80.11 feet;

Thence South 0°20'11" West 24.00 feet;

Thence North 89°39'49" West 80.04 feet;

Thence 4.72 feet along the arc of a 3.00-foot radius curve to the Left thru a central angle of 90°08'11" (Chord bears South 45°16'05" West 4.25 feet);

Thence South 1°27'37" West 24.98 feet;

Thence North 88°21'00" West 26.00 feet to the Point of Beginning.

EXHIBIT B

DESCRIPTION OF FIRST PARTY ACCESS EASEMENT
OVER & ACROSS SECOND PARTY TRACT (PARCEL 30:002:0088)

Beginning at a point being South 89°06'50" West 555.28 feet along the Section Line and South 1382.17 feet from the North Quarter Corner of Section 1, Township 9 South, Range 2 East, Salt Lake Base and Meridian;

Thence South 88°21'00" East 26.00 feet;

Thence South 1°27'37" West 49.43 feet;

Thence 50.535 feet along the arc of a 35.00-foot radius curve to the Left thru a central angle of 82°43'37" (Chord bears South 39°54'11" East 46.26 feet);

Thence South 81°16'00" East 18.93 feet;

Thence 16.19 feet along the arc of a 28.00-foot radius curve to the Left thru a central angle of 33°07'55" (Chord bears North 75°01'18" East 15.97 feet) to the Westerly Right-of-Way line of State Route 198;

Thence South 23°02'16" West 65.73 feet along said Westerly Right-of-Way line;

Thence 31.97 Feet along the arc of a 38.00-foot radius curve to the Left thru a central angle of 48°11'51" (Chord bears North 41°19'02" West 31.03 feet);

Thence North 66°30'00" West 49.00 feet;

Thence North 1°27'37" East 102.07 feet to the Point of Beginning.

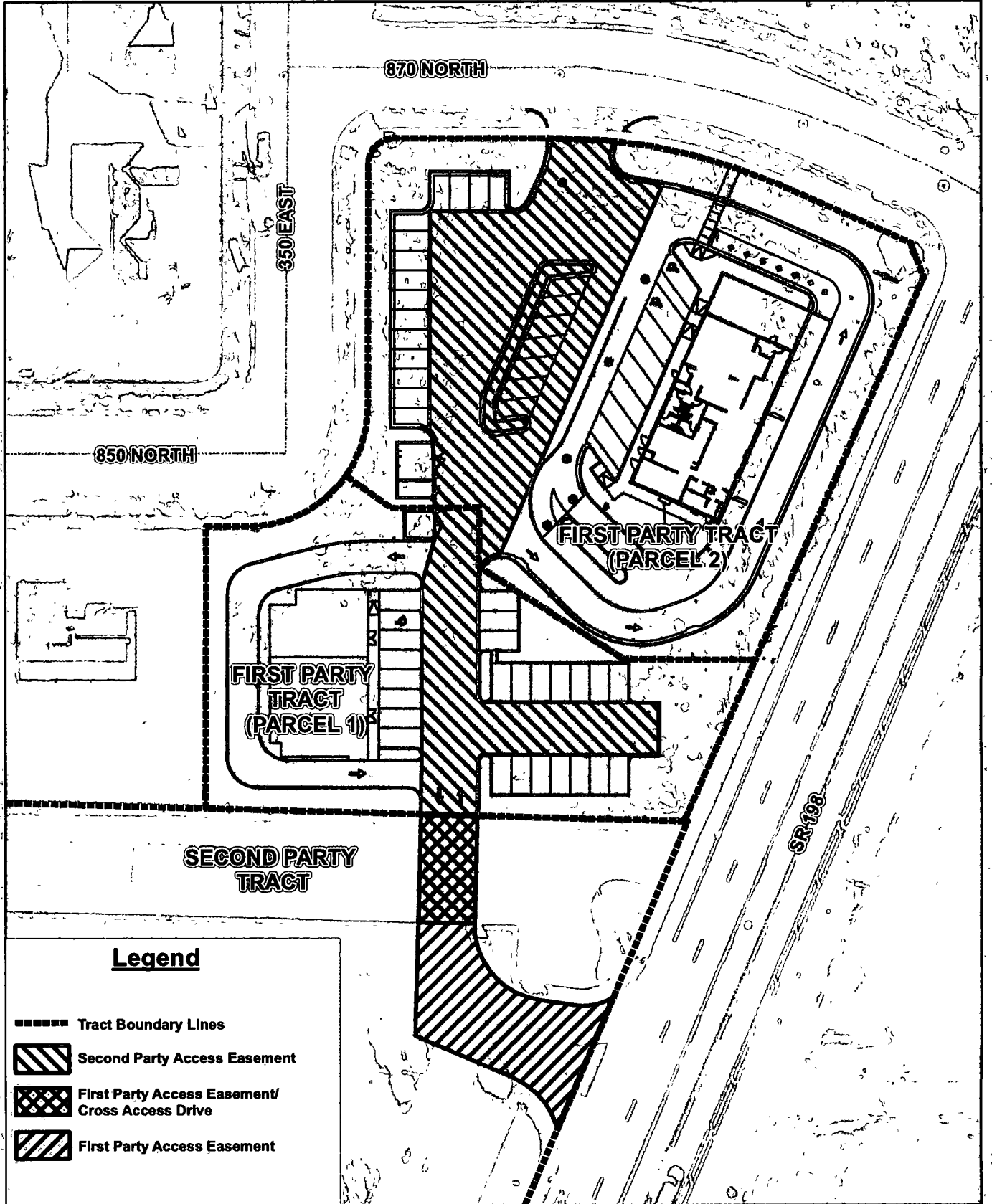
Contains 5,255 Square Feet, more or less






EXHIBIT C SITE PLAN

0 30 60 Feet

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Legend

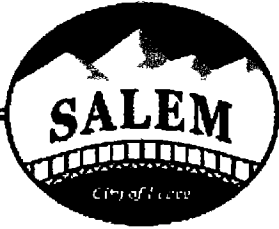
- Tract Boundary Lines
-  Second Party Access Easement
-  First Party Access Easement/
Cross Access Drive
-  First Party Access Easement

Mayor
Kurt L. Christensen

Salem City Corporation

"City of Peace"

City Council
Tim De Graw
Kelly Peterson
Cristy Simons
Delys Snyder
Seth Sorensen



March 16, 2023

Utah County Recorder's Office
100 East Center, Suite 1300
Provo, Utah 84606

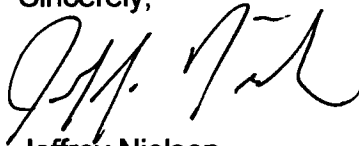
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To Whom it may Concern;

Salem City/Salem Redevelopment Agency is aware of the Reciprocal Easement Agreement dated March 15, 2023. The document is between Salem City Redevelopment Agency and RKF Salem MCD, LLC. The documents will be recorded by Salem City employee, on behalf of Salem City and Salem City Redevelopment Agency (RDA). The City/RDA has approved and signed the documents and they are ready to be recorded. Please accept the documents to be recorded.

If you have any questions regarding this, please let me know.

Sincerely,



Jeffrey Nielson
Salem City Finance Director/Recorder
Salem City RDA Secretary
(801)423-2770 ext 202
jeffn@salemcity.org