

WHEN RECORDED MAIL TO:
Steve Pruitt
3963 East Alpine Valley Circle
Sandy, Utah 84092

ENT 18357:2015 PG 1 of 14
Jeffery Smith
Utah County Recorder
2015 Mar 06 02:35 PM FEE 38.00 BY SS
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RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT

THIS RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT (this "Agreement") is made and entered into as of March 2nd, 2015, by and between Sonny Bryan's Plaza UP, LLC, a Utah limited liability company ("Developer"), and RNFH, LLC, a Utah limited liability company ("RNFH").

RECITALS

A. Developer is the owner of certain real property situated in the City of Vineyard, Utah County, Utah as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Developer Parcel") on which Developer intends to develop a commercial shopping center complex.

B. RNFH is the owner of that certain real property situated in the City of Vineyard, Utah County, Utah Part as more particularly described in Exhibit "B" attached hereto and made a part hereof and adjacent to the Developer Parcel (the "RNFH Parcel"). The Developer Parcel and the RNFH Parcel are sometimes referred to collectively as the "Parcels" and individually as a "Parcel."

C. Developer's improvement plan for the Developer Parcel will include the construction of roadways that will ultimately provide hard-surfaced pathways for vehicular and pedestrian traffic for both the Developer Parcel and the RNFH Parcel including from the public right-of-way located at approximately 300 North Mill Road (the "Mill Road Entry") as well as two access points between the Developer Parcel and the RNFH Parcel (the "Drive Aisles"), the Mill Road Entry and the Drive Aisles herein collectively referred to as the "Roadways" as depicted on Exhibit "C" attached hereto and made a part hereof.

D. By this Agreement, Developer and RNFH desire to establish arrangements for the initial and/or reconstruction of the Roadways; easements for common ingress to and egress to and from the Roadways; and the allocation of the costs and expenses of maintaining the Roadways between Developer and RNFH and all successors in interest thereto benefitting from such Easements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and RNFH agree as follows:

1. Reciprocal Easements. Developer and RNFH hereby grant the following easements (collectively, the "Easements"):

1.1 Developer grants to RNFH for the benefit of the RNFH Parcel, a non-exclusive, perpetual easement over the Roadways to the extent located on the Developer Parcel for ingress and egress, upon, over and across the Roadway for the purpose of furnishing access and the right of access for the vehicles and pedestrians of the Benefited Parties of the RNFH Parcel to the RNFH Parcel but to no other parcel.

1.2 RNFH grants to Developer for the benefit of the Developer Parcel, a non-exclusive, perpetual easement over the Roadways to the extent located on the RNFH Parcel for ingress and egress, upon, over and across the Roadway for the purpose of furnishing access and the right of access for the vehicles and pedestrians of the Benefited Parties of the Developer Parcel to the Developer Parcel but to no other parcel.

1.3 RNFH further grants to Developer for the benefit of the Developer Parcel, a non-exclusive, perpetual easement on, over, under and across the Roadways to the extent located on the RNFH Parcel to construct, install, maintain, repair, reinstall and reconstruct paved roadways and other roadway improvements related to the Roadways (collectively, the "Roadway Improvements"). *[Is a temporary easement area for construction required?]*

2. Description. The Easements granted herein are non-exclusive. The Easements shall be perpetual and are for the use and benefit of the Developer Parcel and the RNFH Parcel, the Owners of the Developer Parcels and RNFH Parcels, respectively, and their respective guests, tenants, licensees, invitees, successors and assigns. For purposes of this Agreement, "Owner" means the person that, at the time concerned, is the owner of record in the office of the County Recorder of Utah County, Utah of a fee interest in the Developer Parcel or RNFH Parcel, as applicable, or portion thereof. In the event that, at any time, more than one person owns the fee interest in a parcel, they shall constitute one (1) Owner, and liability of each such person for performance or compliance with the applicable provisions of this Agreement shall be joint and several. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument (a "Mortgage"), the term "Owner" shall not mean or include a mortgagee, beneficiary or other secured party under a Mortgage unless and until such person has acquired fee title to the parcel encumbered by a Mortgage pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof.

3. Scope and Purpose. The Easements are for passageways and ingress/egress purposes for vehicular and pedestrian access over and across the Roadways among the Developer Parcel and RNFH Parcel. The right of Developer to construct, install, use, maintain, repair, replace, reinstall and reconstruct the Roadways is to enable the intended use thereof. The scope of the Easement set forth in Section 1.3 above shall be interpreted in a broad manner for the purpose of allowing all activity consistent with use, maintenance and repair of the Roadways.

4. Reasonable Use. Any entrance upon or movement across the Roadways by an any person whose rights arise under this Agreement shall be conducted such that it does not damage the Roadways or any improvements thereon, or, except to the extent

necessary for construction, maintenance or repair by the Owner of the Developer Parcel or in accordance with Section 9 below, unreasonably interfere with the rights of free use and enjoyment of the Roadways or any improvement located thereon by other persons whose right might arise under this Agreement or otherwise unreasonably increase the burden on the Roadways. Should Developer or RNFH or any successor thereof or persons acting on behalf of the then-Owners damage the Roadways, such party shall repair and/or replace any damage they may cause to the Roadways or any improvement thereon such that it is returned to the condition in which it existed prior to such damage. Any party found to be in violation of this Section shall be liable for any and all damages at law or in equity associated with or arising under such violation. In addition, no owner of any part of the Roadways shall make any use of the Roadways which shall unreasonably interfere with any person's free use and enjoyment of the Roadways.

5. Initial Roadway Improvements. It is anticipated that Developer will develop its Parcel prior to the development of the RNFH Parcel. In conjunction therewith, Developer agrees to construct the Roadway Improvements on both parcels. Upon the completion of construction and satisfactory inspection of the Roadway Improvements by Vineyard City, Developer agrees to pay, in the first instance, all costs related to the Roadway Improvements and collect final lien waivers and releases from all contractors performing the work on the initial construction of the Roadway Improvements. Thereafter, Developer shall submit to RNFH a cost breakdown of the Roadway Improvements together with copies of the final lien waivers and releases. Within fifteen (15) days after receipt of such cost breakdown and final lien waivers and releases, RNFH shall reimburse Developer for 74.17% ("RNFH's Share") of the total cost of the Roadway Improvements, which percentage is RNFH proportionate share of the costs of Roadway Improvements based upon a fraction, the numerator of which shall be the acreage of the RNFH Parcel and the denominator of which shall be the total acreage of the RNFH Parcel and the Developer Parcel, i.e. a numerator of 6.49 and a denominator of 8.75.

6. Maintenance of Roadways. The Owner of the Developer Parcel shall have the exclusive right and duty to maintain and repair the Roadways to a standard for similar roadways in comparable developments in Utah County. The parties agree that the Owner of the Developer Parcel shall perform all maintenance and repairs of the Roadway Improvements, including, but not be limited to: maintaining, repairing and/or replacing all surfaces and sub-surfaces constituting the Roadways Improvements; lighting the Roadways; cleaning, sweeping, painting, striping, and clearing snow, ice, and debris from the Roadways; removing garbage and trash from the Roadways; maintaining, repairing and replacing all concrete improvements such as curbs and gutters; maintaining, repairing or replacing landscaping and sprinkler systems; storm and sanitary drainage and collection systems beneath the Roadway; directional signs and markers; on and off-site traffic regulation and control signs and devices; personnel as reasonably required for security and maintenance of the Roadways or to implement the operations, maintenance, repair and replacement of the Roadways. The Owner of the Developer Parcel may cause any or all services related to the Roadways to be provided by an independent contractor or contractors or other parties. This discretion is afforded the Owner of the Developer

Parcel in determining materials, manpower, etc., required to properly operate, maintain, repair, carry and replace the Roadways Improvements.

7. Insurance. Developer shall, until such time as RNFH commences construction on the RNFH Parcel, maintain insurance for any event occurring on the Roadways including casualty insurance in the amount of the replacement value thereof and liability insurance for bodily injury, death and property damage in an amount of not less than \$2,000,000.00.

8. Allocation of Costs. The Owner of the RNFH Parcel agrees to reimburse the Owner of the Developer Parcel for RNFH's Share of all expenses incurred in the operation, repair, replacement and maintenance of the Roadways and the Roadway Improvements in the same manner as provided for the Initial Roadway Improvements as set forth in Section 5 above once the Roadways are constructed and are in operation. Within thirty (30) days after the end of each calendar quarter for which Roadway expenses, if any, have been incurred, the Owner of the Developer Parcel shall furnish the Owner of the RNFH Parcel a written statement setting forth all Roadway expenses for the prior calendar year and the Owner of the RNFH Parcel shall remit RNFH's Share of such expenses within fifteen (15) days after receipt of such statement.

9. Temporary Closures. Developer shall have the right to temporarily close portions of the Roadways it deems necessary or appropriate to prevent a public dedication thereof or the acquiring of any prescriptive rights therein.

10. Term. This Agreement, and the Easement granted hereunder, shall be deemed effective for all purposes as of the date first set forth above, and shall continue in perpetuity.

11. Taxes. Irrespective of the location of the Roadways, each Owner shall pay directly to the appropriate authority, the real property taxes and other special taxes and assessments levied and assessed against such Owner's Parcel.

12. Default. In the event any Owner fails to perform any provision of this Agreement, which failure continues for a period of thirty (30) days after receipt of written notice specifying the particulars of such failure, such failure shall constitute a default and any Owner may thereafter institute legal action against the defaulting Owner for specific performance, declaratory or injunctive relief, monetary damages or any other remedy provided by law; provided, however, that the defaulting Owner shall not be deemed to be in default if such failure to perform cannot be rectified within said thirty (30) day period and such Owner commences to cure such failure within said thirty (30) day period and thereafter diligently proceed to rectify the particulars of such failure, provided further, however, that in the event of an emergency, such failure shall be deemed a default if such failure is not rectified in a period reasonable or the nature and circumstances of such emergency.

13. No Waiver. The failure of an Owner to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said Owner may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the terms, covenants, conditions or agreements contained herein.

14. Remedies Cumulative. In addition to the remedies set forth in this Agreement, any party entitled to enforce this Agreement shall have all other remedies provided herein to the same extent as if fully set forth herein word for word. No remedy herein conferred upon, or reserved to any person shall exclude any other remedy herein or by law provided, but each shall be cumulative.

15. Lien For Expenses. The Owner of the Developer Parcel will have a lien against the RNFH Parcel for any amount payable under this Agreement by the Owner of the RNFH Parcel from the date on which such payment is due. The Owner of the Developer Parcel shall have the right to file a notice of such lien against the RNFH Parcel in the office of the Utah County Recorder in the event any amount payable under this Agreement by the Owner of the RNFH Parcel is not paid when due. The lien may be enforced in any manner allowed by law, including, but not limited to, by suit in the nature of an action to foreclose a mortgage or mechanic's lien under the applicable provisions of the laws of the state of Utah. When so established against the RNFH Parcel, such lien, shall be prior and superior to any right, title, interest, lien or claim which may be or has been acquired or attached to such Parcel after the time of attachment of such lien. The lien shall be for the use and benefit of the Owner of the Developer Parcel.

16. Insurance. Each Owner shall maintain or cause to be maintained commercial general liability insurance with broad form coverage endorsement (including broad form property damage endorsement) insuring against claims on account of loss of life, personal injury or property damage that may arise from, or be occasioned by the condition, use or occupancy of each Owner's Parcel (the "Owner's Liability Insurance"). Each Owner's Liability Insurance shall include the following provisions: (i) shall provide that the policy may not be canceled or reduced in amount or coverage below the requirements of this Agreement, without at least thirty (30) days' prior written notice by the insurer to each insured and to each additional insured; (ii) shall provide for severability of interests; (iii) shall provide that an act or omission of one of the insureds or additional insureds which would void or otherwise reduce coverage, shall not reduce or void the coverage as to the other insureds; (iv) shall provide for contractual liability coverage, naming all other Owners as additional insureds, endorsed to cover said Owner's agreement to indemnify as set forth herein; (v) shall be primary and non-contributory; (vi) shall be in an amount of not less than Two Million Dollars (\$2,000,000.00) covering injury to or death of any person or for damage to property. The insurance referenced in this Section may be provided under a blanket policy which includes other liabilities, properties and locations of such Owner.

17. Indemnification. Each Owner shall defend, indemnify and hold harmless the other Owner from and against any and all damages, liabilities, losses, actions, claims,

costs and expenses related solely to the Roadways (including reasonable attorneys' fees and court costs and reasonable attorneys' fees and court costs on appeal) (a) in connection with the loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the indemnifying Owner's Parcel, or occasioned wholly or in part by any negligent or willful act occurring in the interior of any building constructed on the indemnifying Owner's Parcel unless caused by the negligent or willful act or omission of the indemnified Owner; (b) in connection with the failure to comply with the provisions of this Agreement; and (c) in connection with any act or omission of such indemnifying Owner or its employees, agents, or contractors. Notwithstanding the foregoing, each Owner hereby waives consequential damages and waiver of claims against Developer in connection with construction, repair and maintenance of the Roadways unless caused by Developer's gross negligence or intentional misconduct.

18. Waiver of Subrogation. Notwithstanding any other provision in this Agreement to the contrary, the Owners each hereby waive any rights one might have against the other on account of any loss or damage occasioned to the other Owner or its Parcel, either real or personal, arising from any risk generally covered by fire and extended coverage insurance and from any risk covered by insurance then in effect. In addition, the Owners for themselves and on behalf of their respective insurers, waive any right of subrogation that any insurance company may have against the other Owner. The foregoing waivers of subrogation shall be operative only so long as available in the State of Utah and provided further that no policy of insurance is invalidated thereby.

19. Uninsured Roadway Damage. In the event any of the Roadways are damaged or destroyed by any cause whatsoever, whether insured or uninsured, other than damage caused by ordinary use or wear and tear, the Owners hereby agree that all necessary repair and restoration shall be accomplished and paid for in the manner as set forth in Section 5.

20. Eminent Domain. In the event the whole or any part of the Roadways shall be taken by right of eminent domain or any similar authority of law (a "Taking"), the award for the value of the land and improvements so taken shall be allocated among the Owners in the same manner as set forth in Section 5. Upon any such Taking, the Roadways shall be restored to a mutually acceptable condition in the same manner set forth for the initial improvement of the Roadways pursuant to Section 5.

21. General Provisions.

A. Covenants Run With the Land. This Agreement shall be a burden on each Owner's Parcel and shall run with the land.

B. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Owners and their respective heirs, personal representatives, successors and assigns, and upon any person acquiring a Parcel, or any portion thereof, or any interest therein, whether by operation of law or otherwise: provided, however, that if any Owner sells all or any portion of its interest in any Parcel, such Owner shall thereupon be

released and discharged from any and all obligations as Owner in connection with the property sold arising under this Agreement after the sale and conveyance of title but shall remain liable for all obligations arising under this Agreement prior to such sale and conveyance of title. Each new Owner of any such Parcel or any portion thereof (including, without limitation, any Owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all obligations arising under this Agreement with respect to such Parcel or portion thereof after the date of sale and conveyance of title.

C. Injunctive Relief. In the event of any violation or threatened violation by any Owner, the other Owner(s) shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Agreement or provided by law.

D. Modification and Termination. This Agreement may not be modified in any respect whatsoever or terminated, in whole or in part except with the written consent of all Owners.

E. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of an Owner's Parcel to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

F. Notices. All notices given pursuant to this Agreement shall be in writing and shall be given by personal delivery, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the Owners as follows:

If to Developer:
3963 East Alpine Valley Circle
Sandy, Utah 84092

If to RNFH:
5255 West 11000 North - #125
Highland, Utah 84003

Each Owner shall have the right to change the address to which notice shall be sent to it by providing the other Owner written notice of such change, which written notice may be recorded against the Parcels. In the case of refusal to accept delivery or inability to deliver any notice, the earlier of the date of attempted delivery or refusal to accept delivery or the date of the postmark on the return receipt or the date of receipt of notice of refusal or notice of non-delivery by the sending party.

G. Waiver. The failure of an Owner to insist upon strict performance of any of the provisions contained in this Agreement shall not be deemed a waiver of any rights or remedies that an Owner may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the contained in this Agreement by the same or any other person.

H. Attorneys' Fees. In the event any Owner initiates or defends any legal action

or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal).

I. Severability. If any term or provision of this Agreement or the application of it by any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

J. Not a Partnership. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any other similar relationship between the parties. Each party shall be considered a separate party and no party shall have the right to act as agent for another unless expressly authorized to do so herein or by separate written instrument signed by the party to be charged.

K. Third Party Beneficiary Rights. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided here in.

L. Captions and Headings. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of the terms, covenants, conditions or agreements contained herein.

M. Interpretation. Whenever the context requires in construing the provisions of this Agreement, the use of a gender shall include both genders, use of the singular shall include the plural, and the use of the plural shall include the singular.

N. Entire Agreement. This Agreement contains the entire agreement between the Owners and supersedes all prior agreements, oral or written, with respect to the Easements as set forth herein.

O. Joint and Several Obligations. In the event any Owner is composed of more than one person, the obligations of such party shall be joint and several.

P. Recordation. This Agreement shall be recorded in the office of the recorder of Utah County.

Q. Lienholder Protection. This Agreement, and except for the lien rights set forth herein, the rights, privileges, covenants, agreements and easements hereunder with respect to each Owner and each Parcel, shall be superior and senior to any lien placed upon any Parcel, including the lien of any mortgage or deed of trust. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any

mortgage or deed of trust made in good faith and for value, but all the covenants and restrictions, easements and conditions and other provisions, terms and conditions contained in this Agreement shall be binding upon and effective against any person (including, but not limited to, any mortgagee or beneficiary under a deed of trust) who acquires title to any Parcel or any portion thereof by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.


R. Time of Essence; Force Majeure. Time is of the essence with respect to the performance of each obligation of this Agreement. Whenever performance is required by any Owner hereunder, such Owner shall use all due diligence to perform and make all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, or any other cause beyond the reasonable control of such Owner, then the time for performance as herein specified shall be extended by the amount of the delay actually so caused. Notwithstanding the foregoing, the provisions of this section shall not operate to excuse any person from the prompt payment of any monies required by this Agreement.

[Signature Pages Follows]

IN WITNESS WHEREOF, the parties hereto have agreed as of the date set forth above.

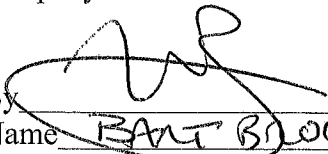
DEVELOPER:

SONNY BRYAN'S PLAZA UP, LLC, a
Utah limited liability company

By 
Name TERESA PRUITT
Its Manager

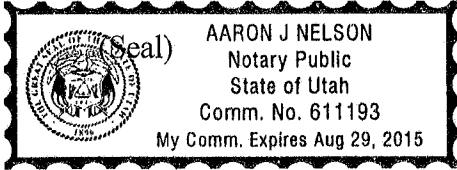
RNFH:

RNFH, LLC, a Utah limited liability
company

By 
Name BART BLOCKBALK
Its MSM

State of Utah)
) ss.
County of SALT LAKE)

The foregoing instrument was acknowledged before me this 5th day of MARCH, 2015, by TERESA PRUITT, the MANAGER of SONNY BRYAN'S PLAZA UP, LLC, a Utah limited liability company.



[Signature]
Notary Public

State of Utah)
) ss.
County of Utah)

The foregoing instrument was acknowledged before me this 2nd day of March, 2015, by Bart J. Brockbank the Member/Manager of RNFH, LLC, a Utah limited liability company.

(Seal)

[Signature]
Notary Public

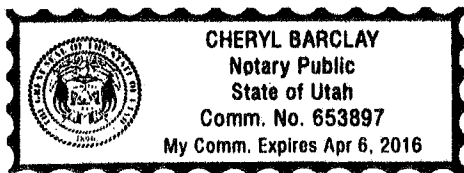


EXHIBIT "A"
TO
RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT

Legal Description of Developer Parcel

Lot 1, Mill Road East, according to the official plat thereof as recorded in the office of the Utah County Recorder, State of Utah

EXHIBIT "B"
TO
RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT

Legal Description of RNFH Parcel

Lot 2, Mill Road East Subdivision, according to the official plat thereof as recorded in the office of the Utah County Recorder.

Less and Excepting:

A parcel of land located in the Southeast Quarter of the Northeast Quarter of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian, said property being more particularly described as follows:

Beginning at the Northeast corner of said Section 17; thence S. 00°03'06" E. along the section line a distance of 1590.03 feet and West a distance of 378.74 feet to the real point of beginning. Thence South a distance of 86.25 feet; thence East a distance of 44.50 feet; thence South a distance of 254.75 feet; thence S. 89°27'37" W. a distance of 550.01 feet to a point on the Easterly right of way of Mill Road, Vineyard, Utah, said point also being a point of curvature of a 578.38-foot radius non-tangent curve to the right; thence Northwesterly along the arc of said curve a distance of 50.65 feet along said right of way, said curve having a central angle of 05°01'04" and a chord that bears N. 02°28'34" W. a distance of 50.64 feet; thence N. 00°33'57" W. a distance of 290.57 feet along said right of way; thence N. 89°26'03" E. a distance of 510.71 feet to the point of beginning.

Parcel: 46-861-0012

