

**WHEN RECORDED, RETURN TO:**

*Kevin Pinder  
702 East 770 North  
Lindon, UT 84042*

**RECIPROCAL EASEMENT AGREEMENT**

**THIS RECIPROCAL EASEMENT AGREEMENT (“Agreement”)** is made and entered into this 20<sup>th</sup> day of June 2024, by and between Kevin Pinder, Trustee of the Jan K. Pinder 2014 Living Trust, U/A dated 8/18/2014, and The Boys II, LLC, a Utah limited liability company.

**RECITALS**

A. The Jan K. Pinder 2014 Living Trust, U/A dated 8/18/2014 owns certain real property located at 255 East 100 South in Provo, Utah County, State of Utah, as Tax Serial Number 05:023:0005 more particularly described as:

Commencing at the Southwest corner of Lot 1, Block 23, Plat “B”, Provo City Survey; thence East 34 1/2 feet; thence North 12 rods; thence West 34 1/2 feet; thence South 69 feet; thence West 11 feet; thence South 30 feet; thence West 1 foot; thence South 6 rods; thence East 12 feet to the point of beginning.

B. The Boys II, LLC owns certain real property located at 265 & 267 East 100 South in Provo, Utah County, State of Utah as Tax Serial Number 05:023:0004 and more particularly described as

Commencing 34.5 feet East of the Southwest corner of Lot 1, Block 23, Plat “B”, Provo City Survey; thence East 65.2 feet; thence North 111.86 feet; thence West 25.5 feet; thence North 87.5 feet; thence West 39.7 feet; thence South 199.36 feet to the point of beginning.

C. To satisfy the reciprocal access requirements of Provo City, the parties desire to enter into this Agreement for the purpose of granting each other certain reciprocal easements according to the terms, conditions and restrictions set forth below.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## TERMS

1. The Jan K. Pinder 2014 Living Trust, U/A dated 8/18/2014 Easement. Subject to the terms and conditions of this Agreement, Jan K. Pinder 2014 Living Trust hereby grants to The Boys, II, LLC, a non-exclusive easement (the "*First Company Easement*") over, upon and across that portion of 255 East 100 South property (the "*First Company Easement Area*"), solely for the purpose of providing vehicular and pedestrian ingress to, and egress from, as well as parking upon for general residential and commercial traffic.
  
2. The Boys II, LLC Easement. Subject to the terms and conditions of this Agreement, The Boys II, LLC, hereby grants to The Jan K. Pinder 2014 Living Trust, U/A dated 8/18/2014, (the "*Second Company Easement*") over, upon and across that portion of 265 & 267 East 100 South property (the "*Second Company Easement Area*"), solely for the purpose of providing vehicular and pedestrian ingress to, and egress from, as well as parking upon for general residential and commercial traffic.
  
3. Limitations.
  - (a) Uses. The Easements shall be strictly limited to the uses stated in Sections 1 through and including 2 hereof, and, furthermore, the rights granted under the Easements shall be exercised in a manner so as to minimize any impact on the use, enjoyment and development of the Easement Areas and the Subject Properties by the Owner thereof.
  
  - (b) Parking Rights Granted. Easements granted by this Agreement and any other provision of this Agreement grants or shall otherwise give rise to any parking easement or other parking rights upon or to the Subject Properties, or any portion thereof. There shall be a minimum of 3 parking spaces dedicated to the exclusive use of each property along with the handicap parking space. The other parking spaces may be used on a first come, first served basis. No parking spaces may be occupied by a vehicle for more than 72 hours.
  
  - (c) No Barriers or Interference. Except as and to the extent necessary (on a temporary basis) for reasonable construction, for repair and maintenance, 4<sup>th</sup> of July holiday, for traffic regulation and control, and/or to prevent a public dedication or the accrual of any rights to any person or property by prescription, no fence, gate, wall, barricade or other obstruction or obstacle, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use of and access to the Easement Areas shall be constructed or erected by an Owner.
  
4. Covenants Run with Land. This Agreement, the Easements granted hereby, and all of the covenants and provisions contained herein shall be covenants running with the Subject Properties, shall be enforceable against all present and subsequent Owners, and: (a) are made for the direct, mutual, and reciprocal benefit of each of 255 East and 265 & 267 East properties as provided herein; (b) shall create equitable servitudes as provided upon 255 East and 265 & 267 East properties as provided herein; and (c) shall constitute covenants that run with the land, which covenants shall bind and benefit of each Owner, respectively, and all other Owners which at any time acquire fee simple title to or in all or any portion of the Subject Properties as contemplated by this Agreement.

5. Maintenance. From and after each respective Owner's development, construction and commencement of use of its portion of the Subject Properties as a commercial development, and subject to the provisions of Section 6 below, the Owners of 255 East and 265 & 267 East properties shall be Jointly responsible for the costs and expenses to construct, maintain and repair all improvements located upon and within the Easement Areas.

6. Indemnity by Owners. Each Owner (the "**Indemnifying Owner**") agrees that such Owner and its tenants and their employees and invitees shall use the Easement Areas located upon the Subject Property of the other Owners (each an "**Indemnified Owner**") at their own risk and each Indemnifying Owner shall hold harmless, indemnify, reimburse and defend the Indemnified Owner, its employees, officers, directors, agents, assigns, invitees and licensees, as well as the tenants and successors in interest of the Indemnified Owner upon the Subject Property of the Indemnified Owner, and their respective employees, officers, directors, licensees and invitees (collectively, the "**Indemnified Persons**"), from and against any and all loss, injury, claims, actions, judgments, penalties, fines, costs, expenses, liens, liability and damages, of any nature, to the extent arising from or relating to the use of the Easement Areas located upon the Subject Property of the Indemnified Owner by the Indemnifying Owner or those entering upon the Subject Property of the Indemnified Owner under authority of this Agreement, including without limitation, the cost and expense to repair all damage to the real and personal property of the Indemnified Persons, or any of them, excluding normal wear by exercise of the rights granted under the Easements.

(a) Survival. The obligations of the parties accruing under this Section 6 shall survive any termination of this Agreement or the Easements granted hereunder.

(b) Liability of Owners. Each Owner shall be liable for the performance of all covenants, obligations and undertakings set forth in this Agreement with respect to the portion of the Easement Areas owned by it which accrue during the period of such Owner's ownership of either of the Subject Properties, or portion thereof. Upon the transfer in the records of the Utah County Recorder of an Owner's entire ownership interest in such Owner's respective Subject Property: (i) the transferee Owner(s) shall automatically become obligated and liable under this Section 6 for all obligations, performance requirements and amounts which arise during the period of such Owner's ownership; and (ii) the transferor Owner, if it retains no interest in the respective Subject Property after such transfer in the records of the Utah County Recorder, shall have no responsibility under this Section 8 for matters which accrue after such Owner's transfer in the records of the Utah County Recorder of all of its interest in the respective Subject Property. Each Owner shall, at its cost and expense, maintain and keep those portions of the Easement Areas that lie on such Owner's respective Subject Property in good condition and repair, evenly paved, reasonably free and clear of snow, rubbish, debris, and obstructions which would interfere with the easements granted under this Agreement.

7. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Subject Properties for the general public or, except as expressly stated otherwise herein, for any public purposes whatsoever, it being the intention of the parties that this Agreement be strictly limited to the purposes expressed in this Agreement.

8. Notices. All notices and other communications provided for in this Agreement shall be in writing and shall be sufficient for all purposes if personally delivered or if sent by certified or registered U.S. mail, return receipt requested, postage prepaid, or by a commercially recognized, next business day delivery service which maintains proof of delivery, and addressed to the respective Owner at the address set forth below or at such other address as such Owner may hereafter designate by written notice to the other parties as herein provided.

Jan K. Pinder Trust  
Attn: Kevin Pinder  
702 East 770 North  
Lindon, UT 84042

The Boys II, LLC:  
Attn: Kevin Pinder  
702 East 770 North  
Lindon, UT 84042

If sent by mail or next business day delivery service in the form specified in this Section 8, notices and other communications under this Agreement shall be deemed to have been given and received and shall be effective when personally delivered. If sent by mail in the form specified in this Section 8, notices and other communications under this Agreement shall be deemed to have been given and received and shall be effective when deposited in the U.S. mail or when delivered to the above-described delivery service.

9. Attorneys' Fees. If any action is brought because of any breach of or to enforce or interpret any of the provisions of this Agreement, the Owner prevailing in such action shall be entitled to recover from the other Owner reasonable attorneys' fees and court costs incurred in connection with such action, the amount of which shall be fixed by the court and made a part of any judgment rendered.

10. General Provisions. This Agreement shall be governed by and construed and interpreted in accordance with the laws (excluding the choice of law rules) of the State of Utah. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Agreement shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement. This Agreement constitutes the entire agreement between the parties hereto relative to the subject matter hereof. Any prior negotiations, correspondence, or understandings relative to the subject matter hereof shall be deemed to be merged in this Agreement and shall be of no further force or effect. This Agreement may not be amended or modified except in a writing executed by the parties and recorded in the official records of the Salt Lake County Recorder, State of Utah. The language of this Easement Agreement shall be construed as a whole according to its fair meaning and not strictly for or against either party or any Owner on the basis of who was the drafting party.

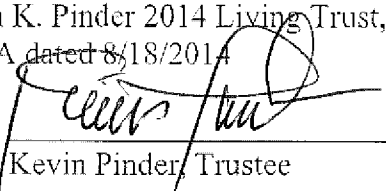
11. Successors and Assigns. All provisions herein shall be binding upon and shall inure to the benefit of the parties and their respective successors in interest to the Subject Properties or any portion thereof.

12. Affect of Breach. No breach of this Agreement shall entitle any owner of the affected real property to cancel, rescind, or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which such owner of real property may have under this Agreement or at law or in equity by reason of any such breach.
13. No Waiver. Acceptance by either Owner of any performance less than required hereby shall not be deemed to be a waiver of the rights of such Owner to enforce all of the terms and conditions hereof. No waiver of any such right hereunder shall be binding unless reduced to writing and signed by the Owner to be charged therewith.
14. No Third-Party Benefits. Except for the rights of the Indemnified Persons established in Section 6 of this Agreement, this Agreement is for the sole and exclusive benefit of the Owners of the Subject Properties, and no other person is intended to or shall have any rights hereunder.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first set forth above.

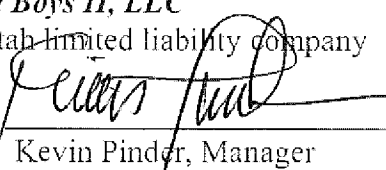
Jan K. Pinder 2014 Living Trust,  
U/A dated 8/18/2014

By:

  
Kevin Pinder, Trustee

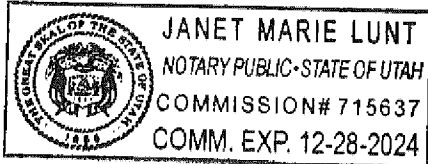
**The Boys II, LLC**  
a Utah limited liability company

By:

  
Kevin Pinder, Manager

STATE OF UTAH )  
 : ss.  
COUNTY OF UTAH

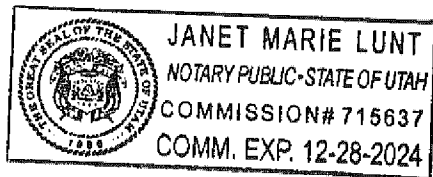
On the 20<sup>th</sup> day of June, 2024 personally appeared before me Kevin Pinder, Trustee of the Jan K. Pinder 2014 Living Trust, U/A dated 8/18/2014 who duly acknowledged to me that he executed the forgoing instrument as the Trustee of the Jan K. Pinder 2014 Living Trust, U/A dated 8/18/2014 (*First Company*).

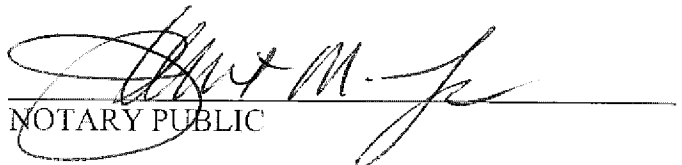


  
NOTARY PUBLIC

STATE OF UTAH )  
 : ss.  
COUNTY OF UTAH

On the 20<sup>th</sup> day of June, 2024 personally appeared before me Kevin Pinder, who duly acknowledged to me that he executed the forgoing instrument as the manager of The Boys II, LLC (*Second Company*), a Utah limited liability company, and that the instrument was executed by authority of the limited liability company (*Second Company*).



  
NOTARY PUBLIC