

**Prepared by and when recorded**

**return to:**

**Prime West Commercial, LLC**

**162 North Sugar Street**

**Layton, UT 84041**

**Attn: Steven Heaps**

**COURTESY RECORDING ONLY**

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and as to the content, validity,  
or effects of this document.

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**RECIPROCAL EASEMENT AGREEMENT**  
**WITH COVENANTS AND RESTRICTIONS**

THIS RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS AND RESTRICTIONS (the "Agreement") is made this 21 day of April, 2025 by and between PWC Manti, LLC (hereinafter referred to as "DG Tract Owner"), and RKF Manti, LLC (hereinafter referred to as "Adjacent Tract Owner").

**WITNESSETH:**

WHEREAS, DG Tract Owner is the owner of that certain tract or parcel of land lying and being in Sanpete County, Utah, being more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference (hereinafter referred to as the "DG Tract"); and

WHEREAS, Adjacent Tract Owner is the owner of that certain tract or parcel of land contiguous to the DG Tract and lying and being in Sanpete County, Utah, and being more particularly described on Exhibit "B" attached hereto and made a part hereof by this reference (hereinafter referred to as the "Adjacent Tract"; the DG Tract and the Adjacent Tract each being herein sometimes referred to individually as a "Tract" and collectively as the "Tracts"); and

WHEREAS, DG Tract Owner and Adjacent Tract Owner desire to establish certain easements and rights benefiting and burdening Tracts, as hereinafter provided.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the premises, the mutual benefits to be derived by the provisions of this Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto, DG Tract Owner and Adjacent Tract Owner do hereby covenant and agree as follows:

1. **Benefited Parties/Binding Effect.** The rights, easements and obligations established in this Agreement shall run with the land and be for the benefit of the Tracts and shall run with the land and be binding upon the Tracts. The owners of the Tracts may delegate the right to use and maintain the easements granted herein to their respective tenants, customers, invitees, employees, agents, contractors and licensees, successors and assigns.

2. Easements. DG Tract Owner hereby grants and conveys to Adjacent Tract Owner, for the benefit of and as an appurtenance to the Adjacent Tract, a non-exclusive, perpetual easement over, upon, across and through that portion of the crosshatched easement area identified and depicted in Exhibit "C" attached hereto and described in the Exhibit "D" attached hereto (the "Easement Area"), and located on the DG Tract for the purposes of pedestrian and vehicular access, ingress and egress, together with the right, but not the obligation, of maintaining and repairing that portion of the Easement Area located on the DG Tract. Adjacent Tract Owner hereby grants and conveys to DG Tract Owner, for the benefit of and as an appurtenance to the DG Tract, a non-exclusive, perpetual easement over, upon, across and through that portion of the Easement Area located on the Adjacent Tract for the purposes of pedestrian and vehicular access, ingress and egress, including for use by delivery trucks and tractor trailers, together with the right, but not the obligation, of maintaining and repairing that portion of the Easement Area located on the Adjacent Tract. **In no event shall the Easement Area be altered or changed in any manner without the written consent of the parties hereto.**

Each of DG Tract Owner and Adjacent Tract Owner hereby covenants and agrees to keep and maintain in good order, condition and state of repair, at its sole expense, those portions of the Easement Area located on its respective Tract, including any driveways, curbing, paving and lighting located therein. In the event that either party defaults in its obligation to so maintain the portions of the Easement Area lying on its Tract, then the non-defaulting owner shall have the right to perform such maintenance upon ten (10) days advance written notice on behalf of the defaulting owner and the defaulting owner shall reimburse the non-defaulting owner within thirty (30) days of receipt of invoice for same. All rights granted in this Section 2 shall also be deemed granted to each Tract owners' successors, assigns and tenants/lessees.

DG Tract Owner and Adjacent Tract Owner do further agree that no party hereto shall at any time erect, construct, or cause to be erected or constructed, any fence, wall, curb or other barrier between the DG Tract and the Adjacent Tract or in any manner interfere with or restrict the full and complete use and enjoyment by any party of the easements granted herein. This Agreement does not dedicate the easements created herein to the general public, nor does this Agreement restrict the use and development of the DG Tract or the Adjacent Tract except as stated herein. It is the intent of this Agreement to grant reciprocal easements over the Easement Area without limiting the right of DG Tract Owner and of Adjacent Tract Owner to alter, demolish, redevelop or, subject to the provisions of this Paragraph 2, improve the remainder of each Tract unless expressly stated herein to the contrary.

1. Restrictions on Adjacent Tract. Adjacent Tract Owner covenants and agrees not to lease, rent, occupy, or allow to be leased, rented or occupied, any part of the Adjacent Tract for the purpose of conducting business as or for use as a Family Dollar Store, Bill's Dollar Store, Dollar Tree, Dollar Zone, Variety Wholesale, Deals, Bonus Dollar, Maxway, Super Ten, Planet Dollar, Big Lots, Walgreens, CVS, Rite Aid, or any Wal-Mart concept including but not limited to Super Wal-Mart, Wal-Mart, Wal-Mart Neighborhood Market, or Walmart Express.

2. Use Restrictions on Tracts. Each of DG Tract Owner and Adjacent Tract Owner

covenants and agrees not to lease, rent, occupy, or allow to be leased, rented or occupied, any part of its Tract to be used or operated for any of the following: (a) for any unlawful purpose or in any way which would constitute a legal nuisance to an adjoining owner or occupant; (b) as a discotheque, dance hall or night club; (c) as a massage parlor; (d) funeral parlor; (e) bingo parlor; (f) car wash, except a car wash that is associated with a gas station; (g) any use which emits a strong, unusual, offensive or obnoxious odor, fumes, dust or vapors, or any sound which can be heard outside of any buildings on the DG Tract or Adjacent Tract, except that any usual paging system be allowed; (h) any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation; (i) any "second hand" store or liquidation outlet; (j) any mobile home park, trailer court, labor camp, junk yard, recycling facility or stock yard; (k) any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located near the rear of any building); (l) any dry cleaners performing on-site cleaning services; (m) any living quarters, sleeping apartments or lodging rooms; (n) any veterinary hospital or animal raising facilities (except this provision shall not prohibit pet shops and shall not prohibit the provision of veterinary services in connection with pet shops or pet supplies business); (o) any establishment selling or exhibiting paraphernalia for use with illicit drugs, and establishment selling or exhibiting materials or devices which are adjudicated to be pornographic by a court of competent jurisdiction, and any adult bookstore, adult video store or adult movie theater; (p) any bar or tavern; provided, however, a bar within a restaurant shall be permitted; (q) any pool or billiard hall, gun range or shooting gallery, or amusement or video arcade; (r) any use which creates fire, explosives or other hazards; and (s) facilities for the use of treating addiction including but not limited to inpatient or outpatient substance abuse treatment facilities, pharmacological treatment facilities, safe injection sites and methadone maintenance therapy or clinics; or (t) grocery store; provided, however, use of the DG Tract as a Dollar General and/or a general retail store that includes the retail sale of food (including, but not limited to, meats, fruits, vegetables, dairy, beverages and snacks), health and beauty aids, cleaning supplies, basic apparel, housewares, seasonal items, paper products and similar items as part of its general assortment shall not be a violation of this Agreement.

3. Manner of Performing Work. Whenever a party shall perform any construction, maintenance, repairs or replacements on its Tract or as otherwise permitted herein, such work shall be done expeditiously and in a good and workmanlike manner and in accordance with all applicable laws, codes, rules, statutes and regulations of governmental authorities having jurisdiction thereof. Such work shall be carried out in such manner so as to cause the least amount of disruption to any business operations being conducted on the surrounding land as is reasonably practicable.

4. Insurance and Indemnification. Each of DG Tract Owner and Adjacent Tract Owner shall maintain or cause to be maintained in full force and effect commercial general liability insurance with respect to such activities with a combined single limit of liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury to or personal injury or death of any person and consequential damages arising therefrom, and for property damage arising out of any one occurrence, and with minimum excess or umbrella policy limits in commercially reasonable amounts per occurrence insuring against personal injury, bodily injury and property damage, and the other party shall be an additional insured under such policy. Such insurance shall be procured from a company licensed in the State of Utah. Such insurance shall provide

that it shall not be cancelable without thirty (30) days prior, written notice to additional insureds. Upon request, each party shall provide a certificate of such insurance coverage to the other. DG Tract Owner shall indemnify and hold Adjacent Tract Owner harmless from and against any and all loss, cost, damage, liability or expense (including reasonable attorneys' fees actually incurred and court costs) incurred by Adjacent Tract Owner in connection with the exercise by DG Tract Owner of the easements and rights created herein, except to the extent caused by the negligence or willful act of Adjacent Tract Owner, its employees, tenants, contractors, agents or licensees. Adjacent Tract Owner shall indemnify and hold DG Tract Owner harmless from and against any and all loss, cost, damage, liability or expense (including reasonable attorneys' fees actually incurred and court costs) incurred by DG Tract Owner in connection with the exercise by Adjacent Tract Owner of its easements and rights created herein, except to the extent caused by the negligence or willful act of DG Tract Owner, its employees, tenants, contractors, agents or licensees.

5. Extent of Liability. Notwithstanding any other provision contained in this Agreement to the contrary, DG Tract Owner and Adjacent Tract Owner hereby expressly agree that the obligations and liability of each of them shall be limited solely to such party's interest in its respective Tract, as such interest is constituted from time to time. DG Tract Owner and Adjacent Tract Owner agree that any claim against a party hereto shall be confined to and satisfied only out of, and only to the extent of, such party's interest in its Tract, as such interest is constituted from time to time. Nothing contained in this paragraph shall limit or affect any right that any party might otherwise have to seek or to obtain injunctive relief or to specifically enforce the rights and agreements herein set forth, provided that such injunctive relief or specific performance does not involve the payment of money from a source other than such party's interest in its Tract, as such interest may be constituted from time to time.

6. Internal Access Drive. The parties acknowledge that development of the DG Tract is expected to be completed before development of the Adjacent Tract. The DG Tract Owner shall construct the access road that runs along the southern boundary of the DG Tract and the northern boundary of the Adjacent Tract (the "Initial Access Drive") simultaneous with the development of the DG Tract so that the DG Tract Owner and its occupants can have full and complete use of the Internal Access Drive at all times. The DG Tract Owner shall be solely responsible for obtaining all necessary permits, approvals, and authorizations required for the construction of the Internal Access Drive, and for ensuring that these roads are constructed in a good and workmanlike manner using commercial grade materials suitable for traffic of 18-wheelers for deliveries.

9. Future Construction of Adjacent Tract Improvements. The parties acknowledge that development of the DG Tract is expected to be completed before development of the Adjacent Tract (other than the Internal Access Drive, which shall be constructed in accordance with the subsection above). Adjacent Tract Owner agrees that any future development or construction on the Adjacent Tract shall not interfere with the Internal Access Drive or the DG Tract Owner's and its invitees' ability to use the Internal Access Drive for commercial or delivery access to the DG Tract. **Notwithstanding anything to the contrary herein, during any period of construction on the Adjacent Tract, Adjacent Tract Owner's ingress and egress to and from the Adjacent Tract shall be conducted solely through its access points**

**on 850 North and 200 East Street. Adjacent Tract owner shall not use the Internal Access Drive for any type of construction traffic.** At no time shall Adjacent Owner or its representatives utilize any portion of the Internal Access Drive or the DG Tract for the transfer or storage of equipment, machinery, construction materials or debris. Adjacent Owner agrees to post notices upon the Tracts such that contractors, subcontractors, construction crews, third-party vendors and the like shall observe the foregoing restrictions, and Adjacent Owner shall ensure that all such restrictions are observed at all times until construction on the Adjacent Tract is complete. Adjacent Tract Owner shall ensure all construction efforts on its tract are reasonably managed, including regular pickup of trash, litter, construction debris and similar materials.

10. **Duration.** The provisions of this Agreement shall run with and bind the land described herein and shall be and remain in effect perpetually to the extent permitted by law.

11. **Miscellaneous.** This Agreement shall be governed in accordance with the laws of the State of Utah. The paragraph headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers. No party hereto shall be obligated to take any action to enforce the terms of this Agreement or to exercise any easement, right, power, privilege or remedy granted, created, conferred or established hereunder. This Agreement may be amended, modified or terminated only in writing, executed and acknowledged by all parties to this Agreement or their respective successors or assigns, and only following approval of any tenant or occupant of the DG Tract. Time is of the essence of this Agreement.

[Signature page(s) follow(s)]

IN WITNESS WHEREOF, DG Tract Owner and Adjacent Tract Owner have set their hands and seals as of the day, month and year first above written.

(Signature/Notary Pages Attached)

DG Tract Owner

PWC Manti, LLC,  
a Utah limited liability company

By:   
Steve Heaps  
Managing Member

STATE OF Utah)  
ss.  
COUNTY OF Wasatch)

On the 21 day of March 2025, before me, the undersigned Notary Public, personally appeared Steve Heaps, known to me to be the member(s) or designated agents of the limited liability company that executed the above and acknowledged to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and an oath stated that they are authorized to execute said instrument freely and voluntarily for the purposes and use herein mentioned on behalf of the limited liability company.

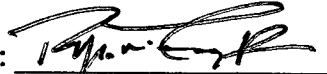
  
NOTARY PUBLIC



My Commission Expires: 04/21/2026 Residing at: Heber City, UT

Adjacent Tract Owner

RKF Manti, LLC,  
a Utah limited liability company

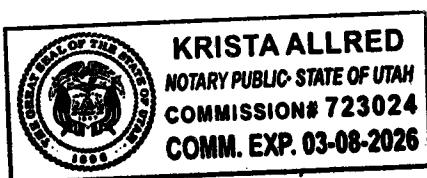
By:   
Ryan W. Forsyth  
Managing Member

STATE OF UTAH)  
ss.  
COUNTY OF DAVIS)

On the 1<sup>st</sup> day of APRIL 2025 before me, the undersigned Notary Public, personally appeared Ryan W. Forsyth, known to me to be the member(s) or designated agents of the limited liability company that executed the above and acknowledged to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and an oath stated that they are authorized to execute said instrument freely and voluntarily for the purposes and use herein mentioned on behalf of the limited liability company.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 03-08-2026 Residing at: DAVIS COUNTY, UTAH



**EXHIBIT "A"**

**Legal Description of DG Tract**

**Parcel 1:**

Parcel 1, RKF Manti Subdivision, according to the official plat thereof as recorded in the office of the Sanpete County Recorder on March 20, 2025 as Entry No. 333553

EXHIBIT "B"

Legal Description of Adjacent Tract

Parcel 2:

Parcel 2, RKF Manti Subdivision, according to the official plat thereof as recorded in the office of the Sanpete County Recorder on March 20, 2025 as Entry No. 333553

Parcel 3:

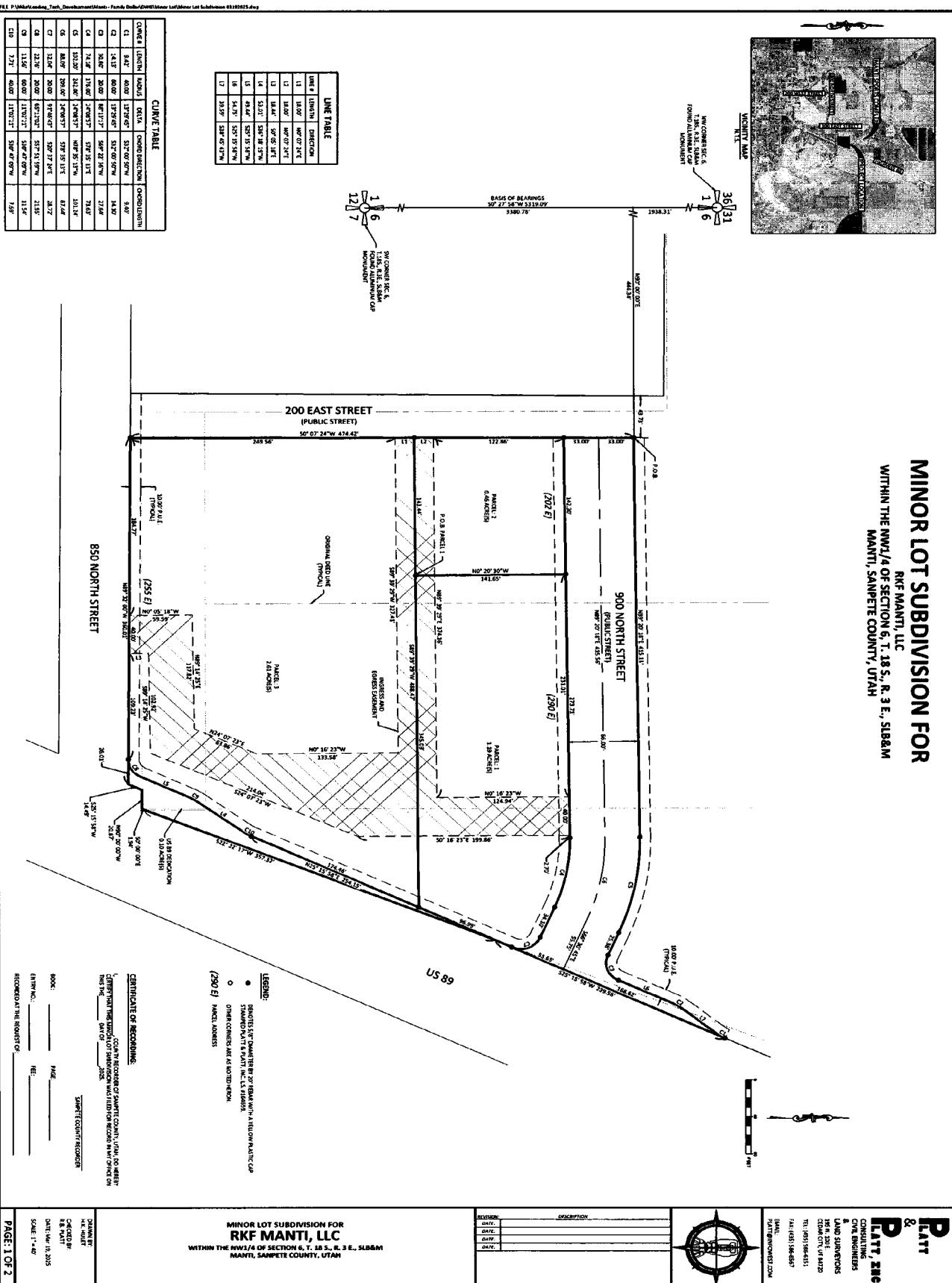
Parcel 3, RKF Manti Subdivision, according to the official plat thereof as recorded in the office of the Sanpete County Recorder on March 20, 2025 as Entry No. 333553

**EXHIBIT "C"**

**Depiction of Easement Area**  
(the Easement Area is cross-hatched in the attached plat)

## MINOR LOT SUBDIVISION FOR

**WITHIN THE NW1/4 OF SECTION 6, T. 18 S., R. 3 E., SLB&M  
MANTI, SANPETE COUNTY, UTAH**





**EXHIBIT "D"**

**Legal Description of Easement Area**

**SHARED INGRESS & EGRESS EASEMENT** BEGINNING S.0 27'58"W. ALONG THE SECTION LINE 2146.66 FEET, N.90 00'00"E. 445.59 FEET FROM THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 18 SOUTH, RANGE 3 EAST, SLB&M; THENCE N.0 07'24"E. 19.48 FEET, THENCE N.89 39'29"E. 374.16 FEET, THENCE N.NO 16'23"W. 124.94 FEET TO THE SOUTHERLY RIGHT-OF- S.0 16'23"E. 199.86 FEET, THENCE 24 07'23"W. 214.04 FEET, THENCE S.89 14'25"W. 102.92 FEET, THENCE S.0 05'18"E. ALONG THE NORTHERLY RIGHT -OF-WAY LINE OF 850 NORTH STREET, THENCE N.89 32'00"W. ALONG SAID RIGHT-OF-WAY LINE 40.00 FEET, THENCE N.0 05'18"W. 59.59 FEET, THENCE N.89 14'25"E. 117.82 FEET, THENCE N.24 07'23"E. 63.86 FEET, THENCE N.0 16'23"W. 133.58 FEET, THENCE S.89 39'29"W. 327.41 FEET, THENCE N.0 07'24"E. 16.52 FEET TO THE POINT OF BEGINNING.  
CONTAINS 0.90 ACRE OF LAND.