

PREPARED BY AND RETURN TO:

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

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
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LEGAL PLLC

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**RECIPROCAL EASEMENT, CROSS PARKING EASEMENT, AND USE
RESTRICTION AGREEMENT**

**THIS RECIPROCAL EASEMENT, CROSS PARKING EASEMENT, AND USE
RESTRICTION AGREEMENT** (this "Agreement") is made and entered into this 10 day of
December, 2024.

WHEREAS, RKF CB2, LLC, a Utah limited liability company, and SES 343, LLC, a Utah limited liability company (collectively, the "Owners"), jointly own two adjacent parcels of real property located in Kaysville City, Davis County, Utah, with the northern parcel described in Exhibit A attached hereto and incorporated by reference (the "Northern Parcel"), and the southern parcel described in Exhibit B attached hereto and incorporated by reference (the "Southern Parcel"); and

WHEREAS, the Owners intend to develop the Northern Parcel and the Southern Parcel and, as part of that process, desire to grant reciprocal cross parking and easements of access, ingress and egress over and across each property; and

WHEREAS, the Owners desire to construct a driveway over a portion of the Southern Parcel and, as part of that construction, desire to grant a construction easement over the Southern Parcel, for the benefit of the owner of the Northern Parcel, for the construction of the driveway; and

WHEREAS, the Owners desire to place certain use restrictions on the Northern Parcel and Southern Parcel.

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 Owners hereby execute the following Agreement, which shall be binding on the Owners, as well as their heirs and successor:

1. Grant of Construction Easement. The Owners hereby grant to the current and future owners of the Northern Parcel a construction easement (the "Construction Easement") on, over and across that portion of the Southern Parcel as may be reasonably necessary for installing and constructing a shared driveway area and access drive (the "Cross Access Drive") connecting the Northern Parcel with the Southern Parcel. The location of the Cross Access Drive is shown on the site plan (the "Site Plan") set forth in Exhibit C, attached hereto and incorporated by reference, and is more fully described in Exhibit D attached hereto and incorporated by reference. The Construction Easement shall be a temporary easement, existing for a period of 365 days (the "Construction Period") beginning on the date that the owner of the Northern Parcel commences construction of the Cross Access Drive and provides written notice thereof to the owner of the Southern Parcel (the "Commencement Date"). The then owner of the Northern Parcel shall construct the Cross Access Drive during the Construction Period in a manner that will not interfere with business operations on the Southern Parcel or with the orderly flow of traffic thereon. The

then owner of the Northern Parcel 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. The then owner of the Northern Parcel 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 Southern Parcel or any part thereof. Once constructed, each party shall keep and maintain those portions of the Cross Access Drive located on their respective property, and other vehicular drives and curb cuts located on the that property, 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) The Owners hereby grant to the owner of the Southern Parcel, and their respective Permittees (as hereinafter defined), a perpetual, permanent, non-exclusive easement over and across those portions of the Northern Parcel improved from time to time for vehicular traffic, including 18-wheel tractor-trailer vehicles, (e.g., driveways and curb cuts), which easement shall be for use by those authorized to use the Southern Parcel for vehicular access, ingress and egress and parking to and from the Southern Parcel and rights-of-way adjacent to the Northern Parcel. Said easement shall hereinafter be referred to as the "Southern Parcel Access and Parking Easement."

(b) The Owners hereby grant to the owner of the Northern Parcel, and their respective Permittees (as hereinafter defined), a perpetual, permanent, non-exclusive easement over and across those portions of the Southern Parcel improved from time to time for vehicular traffic, including 18-wheel tractor-trailer vehicles, (e.g., driveways and curb cuts), which easement shall be for use by those authorized to use the Northern Parcel for vehicular access, ingress and egress and parking to and from the Northern Parcel and rights-of-way adjacent to the Southern Parcel. Said easement shall hereinafter be referred to as the "Northern Parcel Access and Parking Easement."

(c) Notwithstanding the above, the Southern Parcel Access and Parking Easement and the Northern Parcel Access and Parking Easement are contingent upon the completion of construction of the Cross Access Drive in accordance with the requirements set forth in Section 1 above.

3. Covenants Running with the Land

(a) The Southern Parcel Access and Parking Easement shall run with the land. The Owners hereby warrant that they have the right to convey such easements and that the easements are unencumbered except for easements and restrictions of record on the date hereof.

(b) The Northern Parcel Access and Parking Easement shall run with the land. The Owners hereby warrant that they have the right to convey such easements and that the easements are unencumbered except for easements and restrictions of record on the date hereof.

(c) The rights, covenants and obligations contained in this Agreement shall bind, burden and benefit the owners of the Northern Parcel and the Southern Parcel, 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. Changes to Cross Access Drive and Parking Areas. The owners of the Northern Parcel and the Southern Parcel shall not alter the location of the Cross Access Drive, any other traffic improvements, or parking areas on their respective properties without first obtaining written consent from the owner of the other property.

6. Maintenance of Approach and Drive Aisle. The owner of the Northern Parcel shall be responsible for maintaining all easement areas which are located on the Northern Parcel. The owner of the Southern Parcel shall be responsible for maintaining all easement areas which are located on the Southern Parcel.

7. Indemnification The current and future owners of the Northern Parcel and the Southern Parcel shall and do 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 Northern Parcel and the Southern Parcel shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations. Neither all nor any portion of the tracts may be used for or in support of any of the uses or activities described on the attached Exhibit E.

9. Specific Use Restrictions for the Northern Parcel. In addition to the restrictions set forth in Paragraph 8 above, so long as Starbucks is operating on the Southern Parcel, the following products may not be sold on the Northern Parcel: (a) whole or ground coffee beans, (b) espresso, espresso-based drinks or coffee-based drinks, (c) tea or tea-based drinks, (d) brewed coffee, and/or (e) blended beverages. To clarify, nothing in this Paragraph 9 is intended to prohibit a business operating on the Northern Parcel from selling smoothies, carbonated beverages, or mixed drinks, provided they do not contain coffee or tea.

Notwithstanding the foregoing, Full service, sit-down restaurants with a wait staff and table service serving a complete lunch menu may sell, in conjunction with a sale of a meal, brewed coffee, tea and hot espresso drinks for on-premises consumption only.

10. 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.

11. 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 Owners have executed this Agreement as of the day and year first above written.

RKF CB2, LLC, A Utah Limited Liability Company

By: [Signature]
Print Name: RYAN FORSYTH
Title: MANAGER

Dated: 12/10/2024

STATE OF UTAH

COUNTY OF Box Elder

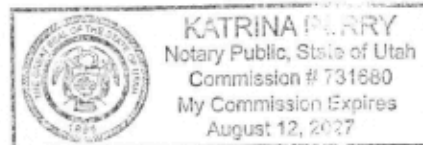
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by RYAN FORSYTH, the manager, of RKF CB2, LLC, A Utah Limited Liability Company, freely and voluntarily under authority duly vested in him by said company. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 10 day of Dec., 2024.

[Signature]
Notary Public

Kathina Perry
Typed, printed or stamped name of Notary Public

My Commission Expires: 8-12-27



SES 343, LLC, A Utah Limited Liability Company

By: *Christian W. Forsyth*
Print Name: CHRISTIAN W. FORSYTH
Title: MANAGER

Dated: 12/14/2024

STATE OF UTAH
COUNTY OF Box Elder

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 Christian Forsyth, the manager, of SES 343, 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 _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 10 day of Dec., 2024.

Katrina Perry
Notary Public

Katrina Perry
Typed, printed or stamped name of Notary Public

My Commission Expires: 8-12-27

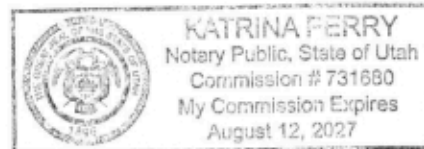


EXHIBIT A

Description of Northern Property

Beginning the Northwest corner of Lot 1 of the Olde Shop Subdivision (Entry 1040488), said point being South $0^{\circ}33'50''$ East 2162.386 feet and East 985.585 feet from the Northwest Corner of Section 34, Township 4 North, Range 1 West, Salt Lake Base and Meridian;

Thence South $89^{\circ}28'13''$ East 254.40 feet;

Thence South $0^{\circ}39'22''$ West 130.60 feet;

Thence North $89^{\circ}28'13''$ West 254.40 feet;

Thence North $0^{\circ}39'22''$ East 130.60 feet to the Point of Beginning.

Contains 0.763 Acres or 33,225 Square Feet, more or less.

EXHIBIT B

Description of Southern Property

Beginning the Southwest corner of Lot 1 of the Olde Shop Subdivision (Entry 1040488), said point being South 0°33'50" East 2419.222 feet and East 980.116 feet from the Northwest Corner of Section 34, Township 4 North, Range 1 West, Salt Lake Base and Meridian;

Thence North 0°39'22" East 126.24 feet;

Thence South 89°28'13" East 254.40 feet;

Thence South 0°39'22" West 126.24 feet;

Thence North 89°28'13" West 254.40 feet to the Point of Beginning.

Contains 0.737 Acres or 32,115 Square Feet, more or less.

EXHIBIT D

Cross Access Drive
Legal Description

Beginning at a point being South 0°33'50" East 2249.484 feet and East 983.730 feet from the Northwest Corner of Section 34, Township 4 North, Range 1 West, Salt Lake Base and Meridian;

Thence South 89°28'13" East 228.354 feet;

Thence South 0°39'22" West 143.990 feet;

Thence North 89°28'13" West 228.354 feet;

Thence North 0°39'22" East 24.000 feet;

Thence South 89°28'13" East 204.354 feet;

Thence North 0°39'22" East 95.990 feet;

Thence North 89°28'13" West 204.354 feet;

Thence North 0°39'22" East 24.000 feet to the Point of Beginning.

Contains 13,265 Square Feet, more or less.

PROHIBITED USES

- mausoleum, burial grounds
- massage parlor_(except as part of the regular services offered by a medical doctor, chiropractor, health club or day spa)
- tattoo or piercing parlor
- adult bookstore or adult video store engaging in the sale or rental of sexually explicit or pornographic materials of a rating more sexually explicit than "R" by the film rating board of the Classification and Rating Administration
- pawn shop
- flea market
- auctions
- transient shops, booths, and kiosks
- traveling carnivals and fairs
- stockyard
- live animal displays (other than a pet store business)
- circus
- gun shop or firearms show, exhibition, or training
- fireworks sales, displays, and demonstrations
- liquor store
- drug treatment facility
- any business or facility used in growing, delivering, transferring, supplying, dispensing, dispersing, distributing or selling marijuana or any synthetic substance containing tetrahydrocannabinol, any psychoactive metabolite thereof, or any substance chemically similar to any of the foregoing, whether by prescription, medical recommendation or otherwise, and whether consisting of live plants, seeds, seedlings or processed or harvested portions of the marijuana plant
- sale, distribution or display of any drug paraphernalia primarily used in the use or ingestion of marijuana or illicit drugs
- night club or discotheque
- pool hall or billiard parlor
- junkyard
- outdoor storage, display and sales of goods, merchandise, and equipment
- A "thrift" or "second hand" store, including as examples those operated by Goodwill Industries or the Salvation Army but "second-hand store" shall not include antique stores or nationally recognized re-sellers of electronic games or sporting equipment
- A hostel or motel
- mobile home park, campground, transient lodging, truck stop, overnight parking for vehicles, trailers, and other equipment (except that this provision shall not prohibit the temporary use of construction trailers during periods of permitted construction or maintenance)
- check cashing (other than a bank)
- short-term or "payday advance" type loans
- laundry dry cleaning facility or laundromat
- assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation
- hazardous substances or materials (other than automobile fueling stations)
- unusual fire, explosive, or other hazards
- on site dumping, disposing, incineration, recycling, or reduction of waste/garbage
- any public or private nuisance