



**RECIPROCAL EASEMENT AGREEMENT  
WITH COVENANTS AND RESTRICTIONS**

THIS RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS AND RESTRICTIONS (the "Agreement") is made this 29 day of January 2021 by and between DGOGSweenyt09092020, LLC (hereinafter referred to as "A"), and His Grace Assembly of God Church (hereinafter referred to as "B").

**WITNESSETH:**

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

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

WHEREAS A and B 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, A and B 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.

1. Easements. A hereby grants and conveys to B, for the benefit of and as an appurtenance to the B Tract, a non-exclusive, perpetual easement over, upon, across and through that portion of the

easement area identified in Exhibit "C" attached hereto (the "Easement Area") and located on the A 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 A Tract. B hereby grants and conveys to A, for the benefit of and as an appurtenance to the A Tract, a non-exclusive, perpetual easement over, upon, across and through that portion of the Easement Area located on the B 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 B 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 A and B 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 ten (10) 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.

A and B 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 A Tract and the B 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 A Tract or the B 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 A and of B 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.

2. Restrictions on B Tract. B covenants and agrees not to lease, rent, occupy, or allow to be leased, rented or occupied, any part of the B Tract for the purpose of conducting business as or for use as a Family Dollar Store, Bill's Dollar Store, Fred's, Dollar Tree, Dollar Zone, Variety Wholesale, Dollar Express, Ninety-Nine Cents Only, 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.

3. Use Restrictions on A Tract and B Tract. Each of A and B 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; (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 A Tract or B 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 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



automobile, truck, trailer or recreational vehicles sales, leasing, storage, display or body shop repair operation; (n) N/A; (o) any 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); (p) 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; (q) any bar or tavern; provided, however, a bar within a restaurant shall be permitted; (r) any pool or billiard hall, gun range or shooting gallery, or amusement or video arcade; (s) any use which creates fire, explosives or other hazards; and (t) 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.

Any construction activity on the B Tract will be conducted via a separate entrance and shall not utilize the Easement Area,

4. 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.

5. Insurance and Indemnification. Each of A and B, upon being commercially developed, 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 TX. 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. A shall indemnify and hold B harmless from and against any and all loss, cost, damage, liability or expense (including reasonable attorneys' fees actually incurred and court costs) incurred by B in connection with the exercise by A of the easements and rights created herein, except to the extent caused by the negligence or willful act of B, its employees, tenants, contractors, agents or licensees. B shall indemnify and hold A harmless from and against any and all loss, cost, damage, liability or expense (including reasonable attorneys' fees actually incurred and court costs) ever incurred by A in connection with the exercise by B of its easements and rights created herein, except to the extent caused by the negligence or willful act of A, its employees, tenants, contractors, agents or licensees.

6. Extent of Liability. Notwithstanding any other provision contained in this Agreement to the contrary, A and B 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. A and B 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.

7. 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.

8. Miscellaneous. This Agreement shall be governed in accordance with the laws of the State of Illinois. 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 with the prior written consent of Dollar General Corporation, so long as it, its successors, assigns or assignees is occupying the property. Time is of the essence of this Agreement.

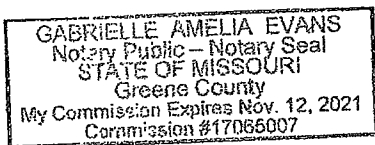
IN WITNESS WHEREOF, A and B have set their hands and seals as of the day, month and year first above written.

A: DGOGSweenytx09092020, LLC,  
a Missouri Limited Liability Company

By: \_\_\_\_\_  
Title: Manager

STATE OF MISSOURI  
COUNTY OF GREENE

This instrument was acknowledged before me on January 26, 2021, by Jacob Stauffer, in his capacity as Manager of DGOGSweenytx09092020, LLC, a Missouri limited liability company, on behalf of said limited liability company.



Gabrielle Amelia Evans  
Notary Public

Printed Name: Gabrielle Amelia Evans

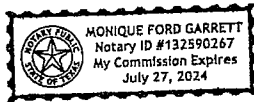
B: His Grace Assembly Of God Church

Wayne R. Vinson  
Wayne R. Vinson  
Title: PASTOR

STATE OF

COUNTY OF

This instrument was acknowledged before me on January 27, 2021, by Wayne R. Vinson, the Pastor of His Grace Assembly Of God Church and acknowledged that he executed the same by his free act and deed.



Monique Ford  
Notary Public  
Printed Name: Monique Ford-Garrett

My Commission Expires:

7/27/2024