

When Recorded, Mail To:

The Church of Jesus Christ of Latter-Day Saints
Attn.: Real Estate Director
50 East North Temple, Suite 1200
Salt Lake City, Utah 84150

With A Copy To:

Harmony Ranch Eden Holdings, LLC
Attn: Ian Silverberg
P.O. Box 521
Eden, UT 84310

APNs: 224170001; 220230024

(space above for Recorder's use only)

RECIPROCAL ACCESS EASEMENT AGREEMENT

[PN: 502-8035]

This RECIPROCAL ACCESS EASEMENT AGREEMENT (this "Agreement") is made this 18th day of MAY, 2024, (the "Effective Date") by and between **HARMONY RANCH EDEN HOLDINGS LLC**, a Utah limited liability company ("Harmony"), and THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole ("CHC"). Harmony and CHC are sometimes referred to herein individually as a "Party," and collectively as the "Parties."

RECITALS

A. Harmony is the owner of certain real property located in Eden, Weber County, Utah, more particularly described on Exhibit A ("Harmony Property").

B. CHC is the owner of certain real property located in Eden, Weber County, Utah more particularly described on Exhibit B ("CHC Property").

C. The Parties desire to obtain a reciprocal access easement on, over, across, under and through certain portions of the Harmony Property and CHC Property for the purposes set forth in this Agreement.

D. The Parties are willing to grant each other such reciprocal easement, subject to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations expressed herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto make the following grants, agreements, and covenants:

delivery charge prepaid, addressed to Harmony or CHC at the following addresses (or at such other address as Harmony or CHC or the person receiving copies may designate in writing given in accordance with this Section):

CHC: The Church of Jesus Christ of Latter-Day Saints
Attn.: Real Estate Director
50 East North Temple, Suite 1200
Salt Lake City, Utah 84150

HARMONY: Harmony Ranch Eden Holdings LLC
Attn: Ian Silverberg
P.O. Box 521
Eden, UT 84310

8. **No Public Use/Dedication.** The Parties' respective properties are and shall at all times remain the private property of its respective owner. The use of the Harmony Property and CHC Property is permissive and shall be limited to the express purposes contained herein. Neither Party, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to Harmony Property or CHC Property beyond the express terms and conditions of this Agreement. Notwithstanding the foregoing, if either Party desires to dedicate the Easement Areas to the applicable municipality or county and such dedication is acceptable to the other Party, in its reasonable discretion, and the applicable municipality or county, the Parties agree to work in good faith to accomplish such dedication in which case this Agreement shall automatically terminate. The Party desiring to dedicate the Easement Areas, or any portion thereof, shall be solely responsible for the costs of improvements to such areas that may be required by the applicable municipality or county.

9. **Limitation of Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN THE EVENT OF A DEFAULT BY A PARTY HEREUNDER, OR FOR ANY OTHER REASON, THE DEFAULTING PARTY SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

10. **Miscellaneous.**

10.1. **Interpretation.** Section titles and captions to this Agreement are for convenience only and shall not be deemed part of this Agreement and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part of this Agreement. The Parties acknowledge and agree that all of the terms and conditions of this Agreement are contractual in nature and shall be interpreted under any applicable law as contractual obligations, and each Party waives any claims or defenses to the contrary.

10.2. **Applicable Law.** This Agreement shall be construed in accordance with and governed by the laws of the Utah.

10.3. **Integration.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes and waives any and all prior agreements and understandings pertaining thereto by the Parties and any predecessors in interest of the Harmony Property and the CHC Property. No covenant, representation, or condition not expressed in this Agreement shall affect or be deemed to interpret, change, or restrict the express provision hereof. Any amendment or

modification to this Agreement shall be in writing and signed by each Party or an authorized agent or officer of each Party.

10.4. Waiver. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any rights or remedy for a breach of this Agreement shall constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement, term, or condition.

10.5. Rights and Remedies. The rights and remedies of any of the Parties stated herein are not intended to be exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions. Each of the Parties confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any Party aggrieved as against the other Party for a breach or threatened breach of any provision hereof, it being the intent of this paragraph to make clear the agreement of the Parties that the respective rights and obligations of the Parties hereunder shall be enforceable in equity as well as at law or otherwise.

10.6. Enforceability and Litigation Expenses. If any action, suit, or proceeding is brought by a Party hereto with respect to a matter or matters covered by this Agreement or if a Party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing Party incident to such proceeding or retention, including reasonable attorneys' fees, shall be paid by the non-prevailing Party.

10.7. Authorization. Each individual executing this Agreement represents and warrants that he/she has authority to execute and deliver this Agreement in his or her personal capacity or on behalf of the entity set forth where he/she signs and that, as a result of his/her signature, this Agreement shall be binding upon the Party for which he/she signs.

10.8. Counterparts. The Parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same Agreement. Further, the Parties shall treat a copy of an original signature to this Agreement for all purposes as an original signature. The Parties shall consider a copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no Party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement or for any other purpose.

[signatures and acknowledgements to follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

HARMONY:

HARMONY RANCH EDEN HOLDINGS LLC,
a Utah limited liability company

By: 
Name:

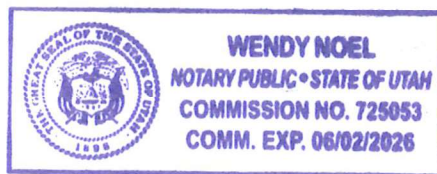
STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this 18 day of May, 2024, personally appeared before me Wendy Noel, personally known to me to be the managing member of HARMONY RANCH EDEN HOLDINGS LLC, a Utah limited liability company, who acknowledged before me that he signed the foregoing instrument as Ian Silverberg for HARMONY RANCH EDEN HOLDINGS LLC, a Utah limited liability company; and that said instrument is the free and voluntary act of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company and that said company executed the same.

WITNESS my hand and official seal.



Notary Public for the State of Utah



[signatures and acknowledgements to follow]

CHC:

THE CHURCH OF JESUS CHRIST
OF LATTER-DAY SAINTS,
a Utah corporation sole, f/k/a
CORPORATION OF THE PRESIDING
BISHOP OF THE CHURCH OF JESUS
CHRIST OF LATTER-DAY SAINTS,
A Utah corporation sole

By:  *JK*
Name: Joseph D. Lowe
Its: Authorized Agent

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this 27th day of August, 2024, personally appeared before me
Joseph D. Lowe, personally known to me to be an Authorized Agent of THE
CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, f/k/a
CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-
DAY SAINTS, a Utah corporation sole, who acknowledged before me that he/she signed the foregoing
instrument as Authorized Agent for said corporation and that said instrument is the free and voluntary act
of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was
authorized to execute said instrument on behalf of said corporation and that said corporation executed the
same.

WITNESS my hand and official seal.


Notary Public for the State of Utah

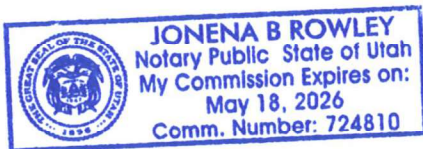


EXHIBIT A

Legal Description of Harmony's Property

APN 224170001

PART OF THE WEST HALF OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT, SAID POINT BEING 2587.80 FEET SOUTH 00°24'00" WEST AND 1350.36 FEET NORTH 89°36'00" WEST FROM THE NORTH QUARTER CORNER OF SAID SECTION 29 (NORTH QUARTER CORNER BEING NORTH 00°24'00" EAST 5241.11 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 29); THENCE SOUTH 05°33'46" WEST 428.94 FEET; THENCE SOUTH 05°49'02" WEST 116.30 FEET; THENCE SOUTH 06°26'47" WEST 276.31 FEET; THENCE SOUTH 04°33'50" WEST 557.11 FEET; THENCE SOUTH 89°34'12" WEST 901.73 FEET; THENCE NORTH 00°49'36" EAST 630.61 FEET; THENCE NORTH 89°19'44" WEST 265.66 FEET; THENCE NORTH 00°34'43" EAST 714.34 FEET; THENCE NORTH 17°03'24" EAST 160.44 FEET; THENCE SOUTH 72°56'36" EAST 25.00 FEET; THENCE NORTH 17°03'24" EAST 55.00 FEET; THENCE NORTH 72°56'36" WEST 25.00 FEET; THENCE NORTH 17°03'24" EAST 458.97 FEET; THENCE NORTH 16°54'19" EAST 758.17 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 3300 NORTH STREET; THENCE SOUTH 83°16'13" EAST 17.91 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE SOUTH 16°54'19" WEST 240.70 FEET; THENCE SOUTH 72°57'41" EAST 177.22 FEET; THENCE NORTH 09°05'44" EAST 268.86 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 3300 NORTH STREET; THENCE SOUTH 83°16'13" EAST 209.98 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE SOUTH 09°05'44" WEST 244.65 FEET; THENCE SOUTH 83°23'36" EAST 178.00 FEET; THENCE SOUTH 09°05'44" WEST 983.18 FEET; THENCE SOUTH 83°01'16" EAST 514.28 FEET TO THE POINT OF BEGINNING. CONTAINING 2,296,692 SQUARE FEET OR 52.725 ACRES.

EXHIBIT B

Legal Description of CHC's Property

APN 220230024

PART OF THE WEST 1/2 OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 29; AND RUNNING THENCE EAST 10 CHAINS, THENCE NORTH 20 CHAINS, THENCE WEST 360 FEET, THENCE NORTH 588 FEET, THENCE WEST 275.25 FEET, THENCE NORTH 670 FEET, THENCE NORTH 17D10' EAST 1452 FEET TO CENTER OF ROAD, THENCE WEST 24.75 FEET, THENCE SOUTH 17D10' WEST 1452 FEET, MORE OR LESS, TO SECTION LINE, THENCE SOUTH 2578 FEET, MORE OR LESS, TO BEGINNING. CONTAINING 25.25 ACRES, M/L. SUBJECT TO A RIGHT OF WAY DESCRIBED AS FOLLOWS: PART OF THE WEST HALF OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 29 (EAST QUARTER CORNER OF SECTION 30) AND RUNNING THENCE SOUTH 970 FEET ALONG THE SECTION LINE, THENCE EAST 24.75 FEET, THENCE NORTH 970 FEET, THENCE NORTH 17D10' EAST 1452 FEET TO CENTER OF ROAD, THENCE WEST 24.75 FEET, THENCE SOUTH 17D10' WEST 1452 FEET, MORE OR LESS, TO THE POINT OF BEGINNING (BOOK 1585 PAGE 2492).

EXHIBIT C

Depiction and Legal Description of the Harmony Easement Area

[INSERT]

EXHIBIT D

Depiction and Legal Description of the CHC Easement Area

PART OF THE WEST HALF OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT, SAID POINT BEING 1255.04 FEET SOUTH 00°24'00" WEST AND 2221.15 FEET NORTH 89°36'00" WEST FROM THE NORTH QUARTER CORNER OF SAID SECTION 29 (NORTH QUARTER CORNER BEING NORTH 00°24'00" EAST 5241.11 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 29); THENCE SOUTH 16°54'19" WEST 758.17 FEET; THENCE SOUTH 17°03'24" WEST 458.97 FEET; THENCE NORTH 72°56'36" WEST 25.00 FEET; THENCE NORTH 17°03'24" EAST 458.94 FEET; THENCE NORTH 16°54'19" EAST 428.84 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 275.00 FEET, AN ARC LENGTH OF 44.08 FEET, A DELTA ANGLE OF 09°11'00", A CHORD BEARING OF NORTH 12°18'49" EAST, AND A CHORD LENGTH OF 44.03 FEET; THENCE ALONG A REVERSE CURVE TURNING TO THE RIGHT WITH A RADIUS OF 300.00 FEET, AN ARC LENGTH OF 48.08 FEET, A DELTA ANGLE OF 09°11'00", A CHORD BEARING OF NORTH 12°18'49" EAST, AND A CHORD LENGTH OF 48.03 FEET; THENCE NORTH 16°54'19" EAST 231.72 FEET; THENCE SOUTH 83°16'13" EAST 32.89 FEET TO THE POINT OF BEGINNING. CONTAINING 32,427 SQUARE FEET OR 0.744 ACRES.

[INSERT DEPICTION]