

When recorded, return to:

The Church of Jesus Christ of Latter-day Saints
Attn: Real Estate Closing Department
50 East North Temple Street, 12th Floor
Salt Lake City, Utah 84150

BT-19735

EASEMENT FOR ACCESS AND UTILITIES

THIS EASEMENT FOR ACCESS AND UTILITIES (the "Agreement") is being executed as of December 16, 2021, by and between G & N Wood Properties, LLC, a Utah limited liability company ("Wood"), Ivory Land Corporation, a Utah corporation ("Ivory," and together with Wood, collectively "Grantor"), and The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole ("Grantee").

RECITALS:

A. Grantee is the owner of that certain real property legally described on Exhibit "A" attached hereto (the "Grantee Parcel"). The Grantee Parcel was acquired of even date herewith from Wood.

B. Grantor is the owner of certain property adjoining the Grantee Parcel more particularly described on Exhibit "B" attached hereto (the "Easement Parcel"). Upon Grantee's request, Grantor has agreed to grant an access and utilities easement to Grantee, pursuant to the terms of this Agreement. Any roadway and above or below ground utilities improvements and facilities or other related improvements now or hereafter constructed upon the Easement Parcel are sometimes referred to herein as the "Improvements".

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Easements.
 - (i) Grant of Easements by Grantor.

(a) Access, Ingress and Egress Easement. Subject to the terms and conditions set forth herein, Grantor hereby grants and conveys to Grantee, for the use and benefit of Grantee and its agents, employees, licensees and invitees and the tenants and occupants of the Grantee Parcel (collectively, "Grantee Permittees"), a non-exclusive perpetual easement and right-of-way to construct and install a roadway and related facilities upon such Easement Parcel, and to maintain, repair and replace such roadway from time to time, for the purpose of access, ingress and egress for vehicular and pedestrian traffic over and across the Easement Parcel. The grant

pursuant to this subsection by each of Wood and Ivory relates to the portion of the Easement Parcel owned by such applicable party.

(b) Utilities. Subject to the terms and conditions set forth herein, Grantor hereby grants and conveys to Grantee, for the use and benefit of Grantee and the Grantee Permittees, a non-exclusive perpetual easement and right-of-way for Grantee to construct and install the aboveground and/or underground utilities and related improvements and facilities along and underneath such Easement Parcel, and to maintain, repair and replace such utilities from time to time. The grant pursuant to this subsection by each of Wood and Ivory relates to the portion of the Easement Parcel owned by such applicable party.

(c) Reasonable Use of Easements. The easements granted herein are to be used and enjoyed by Grantee and the Grantee Permittees, respectively, in such a manner as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of Grantor and its agents, employees, licensees and invitees and the tenants and occupants of the surrounding property owned by Wood and Ivory, respectively.

2. Public Dedication. The provisions of this Agreement will not constitute nor be construed as a dedication for public use, and the rights and easements granted herein are private and solely for the benefit of the Grantee Permittees. Provided, however, if, at any time after the recording of this Agreement, in connection with the construction, or as a condition of any governmental entities' approval, of the improvements or any development of the Grantee Parcel or any property owned by Grantor, the dedication of the improvements upon the Easement Parcel for public use is required by any governmental entity having authority over such improvements or such development, then promptly upon the request of a party hereto, Grantor and Grantee shall, at their respective cost and expense, reasonably cooperate with one another (including, without limitation, delivering executed instruments) and with the applicable governmental authorities to taking such action as may be reasonably necessary or desirable to accomplish such dedication of the Improvements for public use.

3. Taxes and Assessments. Each party hereto covenants to pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency against property it owns.

4. Exhibits. The Exhibits attached to this Agreement are incorporated herein by this reference.

5. Captions. Captions and paragraph headings used in this Agreement are for convenience of reference only, will not be deemed to define, limit or alter any provision of this Agreement, and will not be deemed relevant in construing this Agreement.


6. Binding Effect. This Agreement inures to the benefit of and is binding on the parties and their respective heirs, legal representatives, successors (including successors-in-title to all or any portion of the Grantee Parcel and Easement Parcel) and assigns, will be appurtenant to such parcels, and will run with the land.

[This space intentionally left blank. Signatures appear on following pages.]

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


WOOD:

G & N WOOD PROPERTIES, LLC, a Utah limited liability company

By: 
Name: Norma G. Wood
Title: Manager

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 22nd day of December, 2021, personally appeared before me Norma G. Wood, who being by me duly sworn did say that she is the Manager of G & N Wood Properties, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said company.


Notary Public



IVORY:

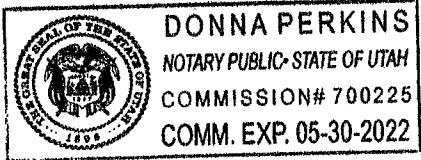
IVORY LAND CORPORATION, a
Utah corporation

By: *[Signature]*
Name: Kevin Anglescey
Title: Secretary

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 23 day of December, 2021, personally appeared before me Kevin Anglescey who being by me duly sworn did say that (s)he is the Secretary of Ivory Land Corporation, a Utah corporation, and that the within and foregoing instrument was signed on behalf of said corporation.

[Signature]
Notary Public



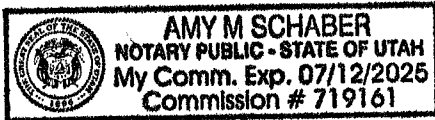
GRANTEE:

THE CHURCH OF JESUS CHRIST OF LATTER-
DAY SAINTS,
a Utah corporation sole

By: Craig E. Weidmer
Name: CRAG E. WEIDMER
Title: Authorized Agent

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 10th day of December, 2021, personally appeared before me Craig E. Weidmer,
who being by me duly sworn did say that (s)he is the Authorized Agent of
~~The Church of Jesus Christ of Latter-day Saints,~~ a _____, and that the within and foregoing instrument
was signed on behalf of said Corporation.



Amy M. Schaber
Notary Public

EXHIBIT "A"

(Legal Description of Grantee Parcel)

Beginning at a point that lies West 1635.152 feet and South 588.364 feet (Basis of bearings is North 89°58'53" West between a found brass cap monument marking the North Quarter Corner and a found stone with lead plug marking the Northwest Corner of Section 27, T2S, R2W, SLB&M) from said Northwest Corner of Section 27, Township 2 South, Range 2 West, Salt Lake Base and Meridian and running thence North 68°52'59" East 144.274 feet; thence South 21°07'56" East 328.241 feet to a point on a 326.764 foot radius non tangent curve to the right, (radius bears South 69°35'55" West, Chord: South 02°42'12" East 198.671 feet); thence along the arc of said curve 201.865 feet through a central angle of 35°23'45" to a point of reverse curvature with a 368.238 foot radius non tangent curve to the left, (radius bears South 74°59'29" East, Chord: South 03°16'02" East 230.953 feet); thence along the arc of said curve 234.916 feet through a central angle of 36°33'06" to a point of reverse curvature with a 233.183 foot radius non tangent curve to the right, (radius bears South 68°29'03" West, Chord: South 18°14'10" West 298.226 feet); thence along the arc of said curve 323.567 feet through a central angle of 79°30'15" to a point of compound curvature with a 357.507 foot radius non tangent curve to the right, (radius bears North 31°57'33" West, Chord: South 68°34'36" West 130.738 feet); thence along the arc of said curve 131.478 feet through a central angle of 21°04'17" to a point of reverse curvature with a 172.955 foot radius non tangent curve to the left, (radius bears South 10°48'53" East, Chord: South 41°48'50" West 209.959 feet); thence along the arc of said curve 225.619 feet through a central angle of 74°44'33"; thence North 85°50'42" West 110.836 feet to a point on a 293.436 foot radius non tangent curve to the right, (radius bears North 04°58'13" East, Chord: North 41°00'04" West 407.886 feet); thence along the arc of said curve 450.978 feet through a central angle of 88°03'26"; thence North 03°32'00" East 154.139 feet; thence South 86°28'00" East 200.063 feet to a point on a 181.688 foot radius non tangent curve to the right, (radius bears South 73°50'38" East, Chord: North 36°05'32" East 123.901 feet); thence along the arc of said curve 126.437 feet through a central angle of 39°52'20" to a point of compound curvature with a 305.997 foot radius non tangent curve to the right, (radius bears South 33°34'45" East, Chord: North 76°29'16" East 209.987 feet); thence along the arc of said curve 214.342 feet through a central angle of 40°08'03"; thence North 06°32'13" East 154.968 feet; thence North 06°36'25" East 224.847 feet; thence North 21°07'01" West 200.276 feet to the point of beginning.

EXHIBIT "B"

(Legal Description of Easement Parcel)

A thirty-six (36) foot wide access easement, located in the Northwest Quarter of Section 27 and the Northeast Quarter of Section 28, Township 2 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, said easement extending eighteen (18) feet on each side of and lying parallel and adjacent to a line of reference and projection thereof, more particularly described as follows:

Beginning at a point on the West Right-of-Way Line of State Road 111 (Bacchus Highway), said point lies North 89°58'53" West 297.554 feet along the Section Line and South 2171.145 feet (Basis of bearings is North 89°58'53" West between a found brass cap monument marking the North Quarter Corner and a found stone with lead plug marking the Northwest Corner of Section 27, T2S, R2W, SLB&M) from said North Quarter Corner of Section 27, Township 2 South, Range 2 West, Salt Lake Base and Meridian and running thence North 81°42'28" West 239.010 feet; thence North 81°04'53" West 134.542 feet; thence North 81°04'13" West 144.358 feet; thence North 75°45'44" West 186.610 feet to a point on a 500.000 foot radius tangent curve to the right, (radius bears North 14°14'16" East, Chord: North 70°22'26" West 93.904 feet); thence along the arc of said curve 94.043 feet through a central angle of 10°46'35"; thence North 64°59'09" West 1170.954 feet to a point on a 500.000 foot radius tangent curve to the left, (radius bears South 25°00'51" West, Chord: North 75°47'41" West 187.537 feet); thence along the arc of said curve 188.654 feet through a central angle of 21°37'05" to a point of reverse curvature with a 3329696.539 foot radius tangent curve to the right, (radius bears North 03°23'46" East, Chord: North 86°35'32" West 1340.462 feet); thence along the arc of said curve 1340.462 feet through a central angle of 00°01'23" to a point of compound curvature with a 1167.000 foot radius non tangent curve to the right, (radius bears North 84°08'24" West, Chord: South 23°07'34" West 692.751 feet); thence along the arc of said curve 703.348 feet through a central angle of 34°31'55"; thence North 50°22'19" West 268.539 feet to a point on a 300.000 foot radius tangent curve to the left, (radius bears South 39°37'41" West, Chord: North 68°06'50" West 182.838 feet); thence along the arc of said curve 185.793 feet through a central angle of 35°29'02"; thence North 85°51'21" West 75.527 feet; thence North 04°09'18" East 29.981 feet to the point of terminus.

Contains Approx. 4762 L.F.