

WHEN RECORDED, MAIL TO:

Shiny Shell - Kearns, LLC  
3135 S. Richmond St.  
Salt Lake City, Utah 84106  
Attn: Bryon Prince

Parcel Nos. 21-07-234-030, 21-07-234-029

CT-104779-CAF

## RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement (this "**Agreement**") is made and entered into effective as of April 6, 2023, by and between SHINY SHELL - KEARNS, LLC, a Utah limited liability company ("**Shiny Shell**"), and CENTRO DE AVIVAMIENTO PARA LAS NACIONES MINISTERIO INTERNACIONAL, INC., a Utah non-profit corporation ("**Ministry**").

A. Ministry is the current owner of that certain real property located in Salt Lake County, Utah, as more particularly described on Exhibit A ("**Parcel 1**"), and in such capacity is referred to herein as the "**Parcel 1 Owner**."

B. Shiny Shell is the current owner of that certain real property located in Salt Lake County, Utah, as more particularly described on Exhibit B ("**Parcel 2**" and together with Parcel 1, each a "**Property**" and collectively, the "**Properties**"), and in such capacity is referred to herein as the "**Parcel 2 Owner**," which Parcel 2 is adjacent to Parcel 1.

C. The Parcel 1 Owner and the Parcel 2 Owner, together with their respective successors and assigns, are each sometimes referred to herein individually as an "**Owner**" and collectively as the "**Owners**."

D. Subject to the terms and conditions set forth below, the Owners desire to establish a reciprocal access and drive easement as legally described on Exhibit C attached hereto and as depicted on Exhibit D attached hereto (the "**Access Easement Area**") for the purpose of providing the Owners ingress and egress to and from 4715 South and their respective Properties and access by the Parcel 1 Owner to the eastern side of the building situated on Parcel 1.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners agree as follow:

1. Access Easement Area.

1.1 Each Owner, as the owner of its respective Property, hereby grants, conveys, transfers, and assigns, without warranty, to the other Owner, for the benefit of its Property and its owners, employees, tenants, guests, customers, contractors, suppliers, licensees and other invitees thereof (collectively, "**Permittees**"), a nonexclusive, perpetual easement and right of way of access, passage and use, both pedestrian and vehicular, on, over, upon and across the Access Easement Area situated on the granting Owner's Property for the purpose of (a) obtaining ingress and egress to and from 4715 South and such other Owner's Property, (b) access related to such other Owner's business and the buildings situated on such Owner's Property, (c) access necessary for the maintenance, repair and replacement of the Access Easement Area and the improvements located on the such other Owner's Property, and (d) uses reasonably ancillary thereto.

1.2 No walls, fences, structures, landscaping, or barriers of any kind shall be constructed or maintained on any portion of the Access Easement Area, and no person is permitted to park vehicles or

make any changes to grade elevations, that would materially limit, prevent or impair the use or exercise of the easement established in this Agreement, or the free access and movement of pedestrian and vehicular traffic on and across the Access Easement Area. Each Owner shall have all other rights and benefits necessary or convenient for the full use and enjoyment of the easement established in this Section 1. No Owner may materially modify the course of any portion of the Access Easement Area that has been constructed without the prior written consent of the other Owner, which consent shall not be unreasonably withheld, conditioned or delayed.

1.3 Use of the Access Easement Area shall be at the sole risk and hazard of the Owners and their Permittees, and, except to the extent caused by such Owner's gross negligence or willful misconduct, no Owner shall have any liability for any liabilities, damages, judgments, costs, expenses, penalties, and/or injuries to persons or property caused by or arising out of (a) any entry by such person upon, the use of, or any work performed on the Access Easement Area, or (b) the maintenance, repair and replacement of the Access Easement Area. Each Owner, on behalf of itself and its Permittees, releases the other Owner and its Permittees from any and all claims relating to the condition or use of the Access Easement Area other than the enforcement of this Agreement.

2. Maintenance, Repair and Replacement. Each Owner shall retain the responsibility of maintaining, repairing and replacing the portions of the Access Easement Area situated on such Owner's Property, in a good and safe condition and repair, reasonably free and clear from obstruction, debris, hazard, and nuisance and in accordance with all applicable laws and regulations; provided, however, that any damage specifically caused by an Owner or a Permittee of an Owner shall be repaired by such Owner, at such Owner's cost. Without limiting the foregoing, such responsible Owner shall be obligated to: (a) maintain and repair the surface of the Access Easement Area in the same or better condition as of the date of this Agreement; (b) remove all trash, debris and other refuse from and periodically sweep the Access Easement Area to the extent necessary to maintain the same in a clean, safe and orderly condition; (c) arrange for removal of snow, ice, and other weather-related hazards; and (d) perform any and all such other duties, whether specifically listed herein or not, as are necessary to maintain Access Easement Area in a clean, safe and orderly condition. In the event an Owner does not maintain, repair, or replace the Access Easement Area as may be required, then the other Owner has the right, without obligation, and without liability for trespass or otherwise, to cause such work to be performed as is reasonably required to maintain the Access Easement Area in good order, condition, and repair.

3. Compliance with Laws. The Owners agree to comply with all present or future laws, ordinances, orders, judgments, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, agency affecting their respective Property, including, without limitation, any building, zoning and land use laws, to the extent related to the use or maintenance of the Access Easement Area.

4. Insurance. Each Owner agrees to maintain a commercial general liability insurance policy insuring against claims for personal injury, bodily injury, death, property damage occurring on, in or about the Access Easement Area with a "Combined Single Limit" covering personal injury liability, bodily injury liability and property damage liability of not less than One Million Dollars (\$1,000,000.00), covering the other Owner and all of such other Owner's Permittees. Such insurance may be carried under a "blanket" policy or "blanket" policies covering other properties of such Owner. Upon request, each Owner shall provide certificates to the other Owner evidencing such insurance in a form reasonably acceptable to such other Owner.

5. Indemnification. Each Owner agrees to indemnify, save, defend (with counsel reasonably acceptable to the Indemnified Party (as defined below)) and hold harmless the other Owner, and any affiliate of such other Owner, and its and their officers, directors, employees, managers, members, agents and servants

(collectively, the "**Indemnified Party**") from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage that may be incurred by such Indemnified Party as a result of any action of the indemnifying Owner or its Permittees to the extent caused by or arising out of, either directly or indirectly, any action of the indemnifying Owner or its Permittees upon, the use of, or any work performed on the Access Easement Area, except to the extent caused by the Indemnified Party's negligence, willful misconduct, or breach of this Agreement. Notwithstanding the foregoing, each Owner, on behalf of itself and its Permittees hereby releases any such claims to the extent covered by insurance of any Owner. Nothing in this section is intended to limit the release provided in Section 1, or the ability to enforce this Agreement.

6. Covenants Run with Land. Each right and obligation in this Agreement (whether affirmative or negative in nature) (a) shall constitute a covenant running with the land; (b) shall benefit and bind every person having any fee, leasehold or other interest in any portion of a Property; and (c) shall benefit and be binding upon any person whose title is acquired by conveyance, judicial foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise. Every person who owns, occupies or acquires any right, title, estate or interest in any portion of a Property shall be conclusively deemed to have consented and agreed to the obligations and restrictions contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in such Property.

7. Third-Party Beneficiaries. This Agreement is not intended, nor shall it be construed, to create any third-party beneficiary rights in or for the benefit of any person who is not an Owner, except as otherwise expressly provided to the contrary in this Agreement.

8. Amendment; Entire Agreement. Upon execution, this Agreement, and any amendment hereto, any Owner may cause this Agreement and/or amendment to be recorded in the Official Records of the Recorder's Office of Salt Lake County, Utah. No amendment of this Agreement shall be effective unless such amendment has been executed and notarized by the Owners of the Properties and further provided that any such amendment is recorded in the Official Records of the Recorder's Office of Salt Lake County, Utah. This Agreement, together with all exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof.

9. Miscellaneous.

9.1 Should any Owner default in any of the covenants or restrictions herein contained, such defaulting Owner shall pay all costs and expenses, including reasonable attorney fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise. This obligation of the defaulting Owner to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney fees, incurred on appeal and in bankruptcy proceedings.

9.2 Subject to Section 9.3 below, in the event of a default by an Owner hereunder, the non-defaulting Owner shall have the right to prosecute any proceedings at law or in equity against the defaulting Owner, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation of any of the terms, covenants, or conditions of this Agreement, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. Subject to Section 9.3 below, all of the remedies permitted or available to an Owner under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

9.3 It is expressly agreed that no breach of or event of default under this Agreement shall: (a) entitle any Owner to cancel, rescind, or otherwise terminate this Agreement; or (b) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any part of a Property. This limitation shall not affect in any manner any other rights or remedies that an Owner may have hereunder by reason of any such breach or default.

9.4 This Agreement shall apply to, inure to the benefit of and bind each Owner and all successors and assigns of each Owner's interest in such Owner's Property or any portion thereof. The rights and obligations conferred or imposed upon the Owners pursuant to this Agreement shall not be transferred or assigned to any other person, except together with the transfer or conveyance of such Owner's respective Property subject to the easements and the terms and conditions of this Agreement. Any Owner transferring its interest in such Owner's Property shall be released from all further obligations under this Agreement arising from and after the effective date of such transfer or conveyance. Nothing contained herein shall, however, be construed to release any Owner from obligations accruing prior to the date of such transfer or conveyance, including obligations relating to any maintenance or repairs performed prior to such transfer. Nothing contained in this Agreement shall be deemed a gift or dedication of any portion of the Properties to the general public or for the public, or for any public purpose.

9.5 All notices, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, made, delivered or served, if in writing, addressed to the Owner of record of the applicable Property or its registered agent, and (a) delivered by any means if actually received; (b) delivered personally; or (c) sent by registered, certified mail, or receipted overnight service (by a reputable overnight company), postage prepaid addressed to such Owner at the address of the building located on the applicable Property.

9.6 The Owners acknowledge their mutual intent and desire that the easements shall be and remain at all times senior and superior in title and priority to any mortgage, deed of trust or similar lien at any time encumbering any of the Properties.

9.7 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same document, with the same effect as if all parties had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement and reattached to any other counterpart hereof.

*[Remainder of page intentionally left blank. Signature page follows immediately.]*

IN WITNESS WHEREOF, the Owners have executed this Reciprocal Easement Agreement the day and year first above written.

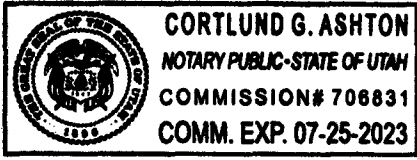
**PARCEL 1 OWNER:**

CENTRO DE AVIVAMIENTO PARA LAS NACIONES  
MINISTERIO INTERNACIONAL, INC.,  
a Utah non-profit corporation

By: [Signature]  
Name: BERNARDO GONZALEZ  
Title: PASTOR

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

On this 10 day of APRIL, 2023, personally appeared before me BERNARDO GONZALEZ, the signer of the foregoing instrument, who known to me (or proved on the basis of sufficient identification), acknowledged to me that he/she executed the same.



[Signature]  
Notary Public  
My Commission Expires: 7/25/23

IN WITNESS WHEREOF, the Owners have executed this Reciprocal Easement Agreement the day and year first above written.

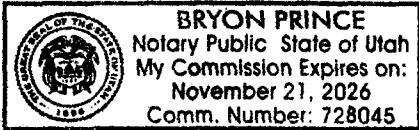
**PARCEL 2 OWNER:**

SHINY SHELL - KEARNS, LLC,  
a Utah limited liability company

By: [Signature]  
Name: Jared Richards  
Title: Manager

STATE OF UTAH )  
COUNTY OF Salt Lake )  
:SS.

On this 6 day of April, 2023, personally appeared before me JARED RICHARDS the signer of the foregoing instrument, who known to me (or proved on the basis of sufficient identification), acknowledged to me that he/she executed the same.



[Signature]  
Notary Public  
My Commission Expires: 11/21/2026

**EXHIBIT A**

(Legal Description of Parcel 1)

BEG S 0°08'30" W 500 FT & N 89°54'30" W 431.6 FT FR NE COR SEC 7, T2S, R1W, SLM; N 89°54'30" W 115.85 FT; N 0°05'30" E 145 FT; S 89°54'30" E 15 FT; N 0°05'30" E 195.37 FT; S 89°54'30" E 88.50 FT; S 17°52'03" W 0.33 FT; SE'LY ALG 336 FT RADIUS CURVE TO R, 13.08 FT (CHD S 70°46'13" E); S 0°05'30" W 335.89 FT TO BEG.

**EXHIBIT B**

(Legal Description of Parcel 2)

Commencing South 00°08'30" West 500.00 feet and North 89°54'30" West 332.45 feet from the Northeast corner of Section 7, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 89°54'30" West 99.15 feet, more or less; thence North 00°05'30" East 340.37 feet; thence South 89°54'30" East 11.00 feet, more or less; thence South 53°30'57" East 109.48 feet; thence South 00°05'30" West 275.41 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM the following:

A parcel of land in fee for the widening and roadway improvements of the existing 4700 South Street known as Project F-2240(2)0, being part of an entire tract of property situate in the Northeast quarter of the Northeast quarter of Section 7, Township 2 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point 160.41 feet South 00°04'16" West along the section line and 422.32 feet North 89°37'29" West from the Northeast corner of said Section 7 which point is the Northeast corner of said parcel of land which point is 84.15 feet radially distant Southerly from the 4700 South Street Control Line opposite engineer station 1115+39.82, and running thence South 53°13'56" East 38.66 feet the Easterly boundary line of said parcel and to a point 114.46 feet radially distant Southerly from said control line opposite engineer station 1115+61.66 and the beginning of a 336.00 foot radius non-tangent curve to the left (Note: center bears South 27°56'46" West); thence Northwesterly along the arc of said curve 17.08 feet through a delta of 02°54'42" (Note: chord to said curve bears North 63°30'35" West for a distance of 17.07 feet) to a point 103.11 feet radially distant Southerly from said control line opposite engineer station 1115+50.15; thence North 58°50'28" West 12.06 feet to a point 94.47 feet radially distant Southerly from said control line opposite engineer station 1115+42.49 and the beginning of a 337.50 foot radius non-tangent curve to the left (Note: center bears South 22°59'53" West); thence Westerly along the arc of said curve 6.20 feet through a delta of 01°03'10" (Note: chord to said curve bears North 67°31'42" West for a distance of 6.20 feet) to a point 90.77 feet radially distant Southerly from said control line opposite engineer station 1115+37.94; thence North 75°53'31" West 8.02 feet to a point 87.00 feet radially distant Southerly from said control line opposite engineer station 1115+31.44; thence South 20°35'31" West 0.50 feet to a point 87.41 feet radially distant Southerly from said control line opposite engineer station 1115+31.18 and the beginning of a 336.00 foot radius non-tangent curve to the left (Note: center bears South 20°35'31" West); thence Westerly along the arc of said curve 15.98 feet through a delta of 02°43'28" (Note: chord to said curve bears North 70°46'13" West for a distance of 15.98 feet) to a point 78.80 feet radially distant Southerly from said control line opposite engineer station 1115+18.75; thence North 17°52'03" East 0.33 feet to a point 78.51 feet radially distant Southerly from the 4700 South Street Control Line opposite engineer station 1115+18.91 and the Northerly boundary line of said tract; thence South 89°37'29" East 23.30 feet along said Northerly boundary line to the point of beginning as shown on the official map of said project on file at the office of the Utah Department of Transportation.

ALSO LESS AND EXCEPTING THEREFROM the following:

Beginning at a point located N89°52'11"W 431.88 and S00°08'19"W 163.66 feet from the Northeast corner of Section 7, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence S70°46'52"E 1.56 feet; thence N20°34'52"E 0.50 feet; thence S75°54'10"E 8.02 feet; thence S67°32'21"E 6.20 feet; thence S58°51'07"E 12.06 feet; thence S63°31'14"E 17.07 feet; thence S52°37'28"E 6.41 feet; thence S01°55'00"E 1.16 feet; thence Northwesterly along the arc of a non-tangent curve to the left having a radius of 335.00 feet (radius bears: S28°41'36"W) a distance of 21.54 feet through a central



angle of 03°41'02" Chord: N63°08'55"W 21.54 feet; thence N65°04'34"W 1.05 feet; thence N59°02'13"W 12.04 feet; thence Westerly along the arc of a non-tangent curve to the left having a radius of 336.50 feet (radius bears: S22°47'25"W) a distance of 6.04 feet through a central angle of 01°01'44" Chord: N67°43'27"W 6.04 feet; thence N76°05'15"W 7.06 feet; thence S20°23'47"W 0.60 feet; thence N69°48'08"W 2.96 feet; thence N00°48'45"E 2.46 feet to the point of beginning.

**EXHIBIT C**

(Legal Description of the Access Easement Area)

A PART OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, LOCATED IN KEARNS, SALT LAKE COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

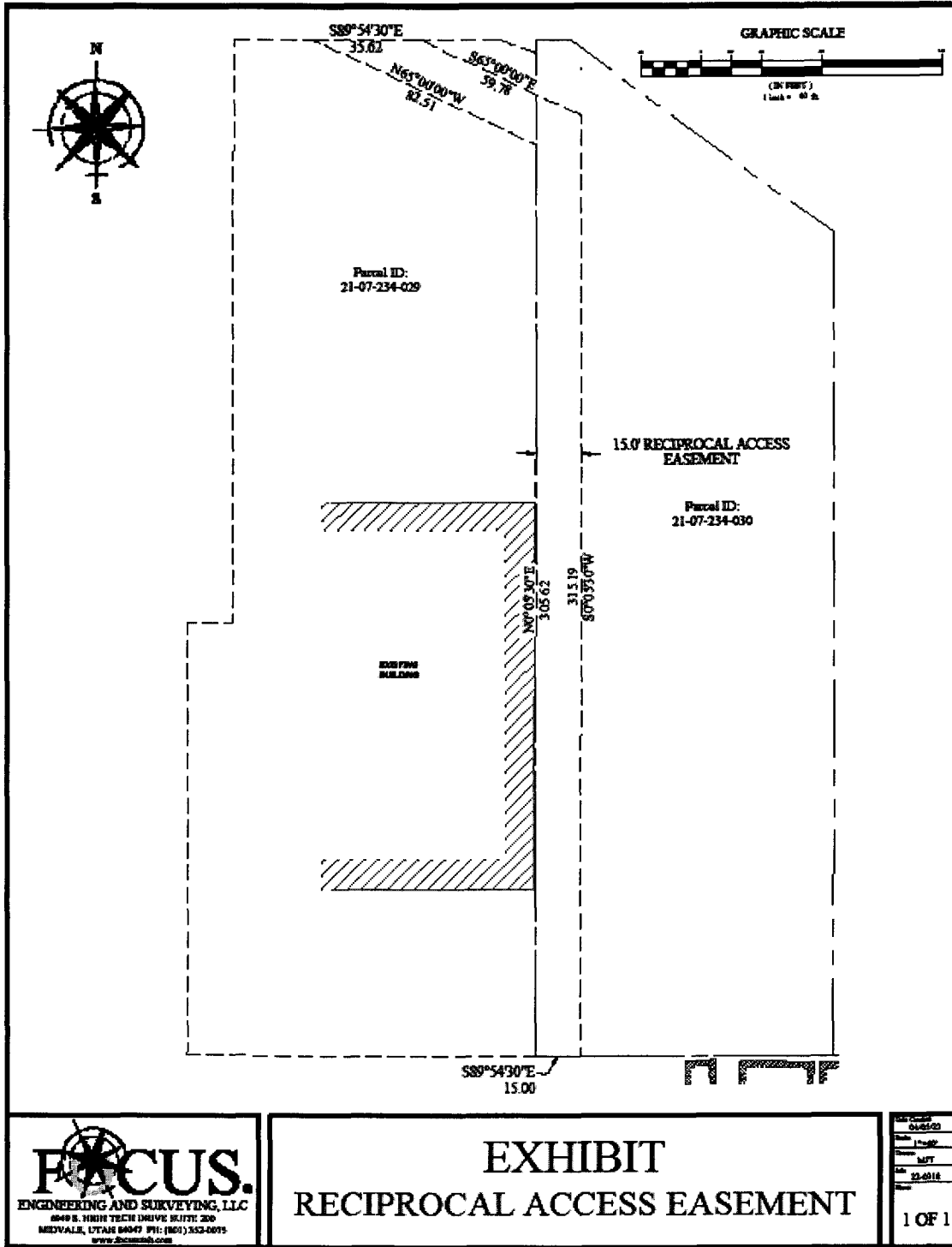
BEGINNING AT A POINT LOCATED S00°10'20"E 182.89 FEET AND S89°49'40"W 417.88 FEET FROM THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S00°05'30"W 315.19 FEET TO A POINT ALONG AN EXISTING FENCE; THENCE ALONG SAID FENCE N89°54'30"W 15.00 FEET; THENCE N00°05'30"E 305.62 FEET; THENCE N65°00'00"W 82.51 FEET; THENCE S89°54'30"E 35.62 FEET; THENCE S65°00'00"E 59.78 FEET TO THE POINT OF BEGINNING.

CONTAINS: 5,723 SQUARE FEET +/-

**EXHIBIT D**

(Depiction of the Access Easement Area)

The following depiction of the Access Easement Area shown as "Reciprocal Access Easement" is for illustrative purposes only and shall not be binding on the parties.



**FOCUS.**  
ENGINEERING AND SURVEYING, LLC  
8049 S. HIGH TECH DRIVE SUITE 200  
MIDVALE, UTAH 84047 PH: (801) 852-0075  
[www.focus-engineering.com](http://www.focus-engineering.com)