

When recorded mail to:

The Corporation of the Presiding
Bishop of the Church of Jesus Christ
of Latter-day Saints
Attn: Eric Allen
50 East North Temple Street, 12th Floor
Salt Lake City, UT 84150-0012

Tax Parcel No.: 58:023:0247

BT-15794

(Above Space for Record's Use Only)

ACCESS AND UTILITIES EASEMENT AND MAINTENANCE AGREEMENT
[Prop. No. 501-2086]

This ACCESS AND UTILITIES EASEMENT AND MAINTENANCE AGREEMENT (the "**Agreement**") is entered into this 12th day of December 2018, by and between SOA INVESTMENTS LLC, a Utah limited liability company ("**SOA**"), and CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole ("**CPB**"). SOA and CPB are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Concurrent with this Agreement, CPB will acquire from SOA and become the owner of a certain approximately 4.7-acre parcel of real property located in Lehi City, Utah County, Utah, as more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the "**CPB Property**"), which real property is to be improved with a religious meetinghouse.

B. SOA is currently the owner of certain real property located adjacent to the north of the CPB Property (the "**SOA Property**").

C. As part of the sale of the CPB Property to CPB from SOA, SOA has agreed to grant a non-exclusive access and utilities easement (the "**Easement**") on, over and across a portion of the SOA Property (the "**Easement Area**") as more particularly described on Exhibit B, attached hereto and incorporated herein by this reference, for the benefit of the CPB Property.

D. The Parties desire to provide non-exclusive access via the Easement on, over, and across the SOA Property for the benefit of the CPB Property and for the running of utilities to the CPB Property, and SOA is willing to allow for such Easement, subject to the following terms and conditions.

TERMS AND CONDITIONS

NOW THEREFORE, for and in consideration of the above recitals, the covenants and promises contained in this Agreement, and other good and valuable consideration, SOA and CPB hereby agree as follows:

1. Grant of Easement. SOA hereby grants to CPB, for the benefit of the CPB Property, a permanent, non-exclusive access and utilities easement on, over and across the SOA Property specifically upon the Easement Area as generally depicted on Exhibit C, attached hereto and incorporated herein by this reference, for the purpose of vehicular and pedestrian ingress and egress to and from the CPB Property and for the running of any and all necessary utility lines to the CPB Property. This Agreement and the Easement granted herein shall automatically terminate upon, and only upon, the earlier to occur of one of the following: (i) CPB decides that it will no longer use the Easement Area and gives SOA written notice thereof, or (ii) any portion of the Easement Area is dedicated, taken or condemned by any governmental authority and used for a public roadway.

2. Access. CPB and its successors and assigns, contractors, guests, and invitees (collectively, the “**CPB Parties**”), shall have the right to enter upon the Easement Area for the purposes permitted by this Agreement.

3. Reservation. SOA reserves the right to use the Easement Area for any use not inconsistent with CPB’s permitted use of the Easement Area.

4. Condemnation/Public Dedication. If at any time any portion of the Easement Area or interest therein shall be taken or condemned by any governmental authority, all compensation and damages payable, if any, for or on account of such portion of the Easement Area and any adjoining property of SOA so taken or condemned, shall be paid to and be the property of SOA; provided that CPB shall be entitled to recover from the condemning authority full compensation for any severance or other damages to its easement rights, including the cost of obtaining and moving to a substitute location, if necessary. Upon such taking or condemnation and replacement with an alternative easement, CPB will peaceably surrender and deliver up to SOA possession of the Easement Area so taken or condemned. The Parties anticipate that the Easement Area will be dedicated to the public as a public roadway and at such time this Agreement and the Easement will automatically terminate.

5. Condition of Property. CPB hereby accepts the Easement Area in its “AS IS”, “WHERE IS” condition, without warranties, either express or implied, “WITH ALL FAULTS”, including but not limited to both latent and patent defects.

6. Maintenance. SOA shall maintain and repair, at its sole cost and expense, the Easement Area: (A) to standards required by any applicable municipal/government authorities (including without limitation, snow and ice removal, etc.); and (B) in a workmanlike and acceptable manner. SOA, at its sole cost and expense, shall repair any damage caused by SOA to the Easement Area or the CPB Property, and shall restore the Easement Area and/or the CPB Property and any improvements thereon to the same or better condition that existed prior to any entry on to the Easement Area by SOA. Likewise, CPB, at its sole cost and expense, shall repair any damage caused by CPB to the Easement Area or the SOA Property, and shall restore the Easement Area and/or the SOA Property to the same or better condition that existed prior to any entry on to the Easement Area by CPB.

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

[signatures below]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

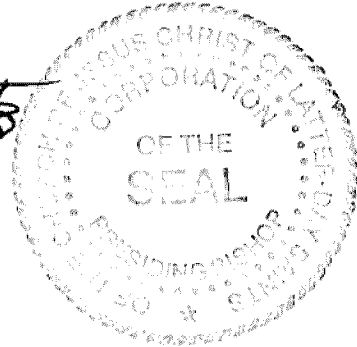
CPB: CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS,

a Utah corporation sole

By: *Terry F. Rudd* *DTS*

Name (Print): TERRY F. RUDD

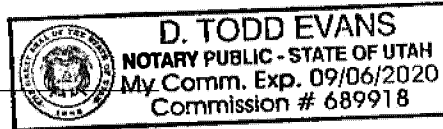
Its: AUTHORIZED AGENT



STATE OF _____)
:SS.
COUNTY OF _____)

On this 7th day of December 2018, personally appeared before me TERRY F. RUDD, personally known to me to be the Authorized Agent of 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 signed the foregoing instrument as Authorized Agent for CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, and that the seal impressed on the within instrument is the seal of 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 was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

DTS
Notary Public for the
State of Utah



[signature and acknowledgement to follow]

SOA: SOA INVESTMENTS LLC,
a Utah limited liability company

By: Robert Alfred, mgr

Name (Print): Robert S. Alfred

Its: Manager

STATE OF)
 :ss.
COUNTY OF)

On this 12th day of December 2018, personally appeared before me Robert S. Alfred, personally known to me to be the Authorized Agent of SOA INVESTMENTS LLC, a Utah limited liability company, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for SOA INVESTMENTS 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.

Robin McLaren Aubrey
Notary Public for the
State of Utah

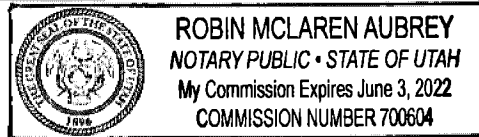


EXHIBIT A

(Legal Description of the CPB Property)

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN LEHI, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S89°51'47"W ALONG THE SECTION LINE 1342.67 FEET AND NORTH 1321.08 FEET FROM THE SOUTHEAST CORNER OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE WEST 212.79 FEET; THENCE ALONG THE ARC OF A 2165.00 FOOT RADIUS CURVE TO THE LEFT 386.93 FEET THROUGH A CENTRAL ANGLE OF 10°14'24" (CHORD: S84°52'48"W 386.42 FEET); THENCE N11°52'52"W 282.52 FEET; THENCE ALONG THE ARC OF A 26.00 FOOT RADIUS CURVE TO THE RIGHT 43.01 FEET THROUGH A CENTRAL ANGLE OF 94°46'41" (CHORD: N35°30'29" E 38.27 FEET); THENCE ALONG THE ARC OF A 3500.00 FOOT RADIUS CURVE TO THE RIGHT 433.90 FEET THROUGH A CENTRAL ANGLE OF 7°06'11" (CHORD: N86°26'55"E 433.62 FEET); THENCE EAST 174.65 FEET THENCE ALONG THE ARC OF A 26.00 FOOT RADIUS CURVE TO THE RIGHT 40.83 FEET THROUGH A CENTRAL ANGLE OF 89°58'00" (CHORD: S45°01'00"E 36.76 FEET); THENCE S00°02'00"E 274.02 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

(Legal Description of the Easement)

KIRKHAM DRIVE – VHD #2 FRONTAGE WEST SIDE

A portion of Section 11, Township 5 South, Range 1 West, Salt Lake Base & Meridian, located in Lehi, Utah and being more particularly described as follows:

Beginning at a point located S89°51'47"W along the section line 1940.34 feet and North 1288.03 feet from the Southeast Corner of Section 11, Township 5 South, Range 1 West, Salt Lake Base & Meridian. thence S78°07'08"W 62.00 feet; thence N11°52'52"W 290.17 feet; thence N85°08'49"E 62.47 feet; thence S11°52'52"E 282.52 feet to the point of beginning.

Contains: ±0.41 Acres

MEADOWLARK PLACE – VHD #2 FRONTAGE EAST SIDE

A portion of Section 11, Township 5 South, Range 1 West, Salt Lake Base & Meridian, located in Lehi, Utah and being more particularly described as follows:

Beginning at a point located S89°51'47"W along the section line 1342.67 feet and North 1321.08 feet from the Southeast Corner of Section 11, Township 5 South, Range 1 West, Salt Lake Base & Meridian. thence N0°02'00"W 274.02 feet; thence S89°58'19"E 62.00 feet; thence S0°02'00"E 273.95 feet; thence S89°58'00"W 62.00 feet to the point of beginning.

Contains: ±0.39 Acres

VHD #2 CLOSING LEGAL DESCRIPTIONS**COLD SPRING DRIVE – REDWOOD ROAD TO OLD RANCH ROAD**

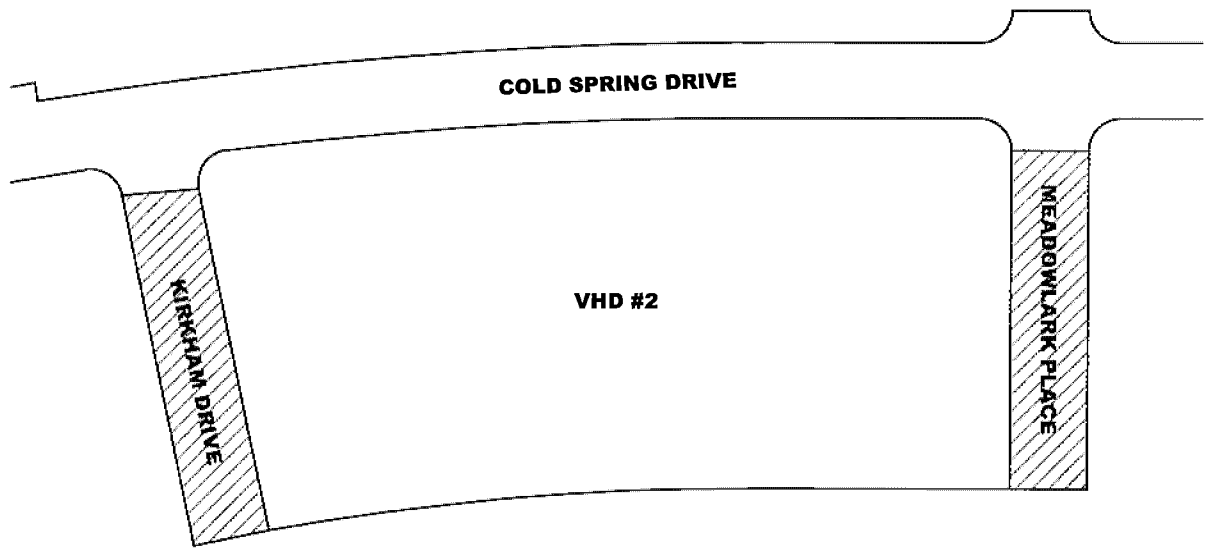
A portion of Section 11, Township 5 South, Range 1 West, Salt Lake Base & Meridian, located in Lehi, Utah and being more particularly described as follows:

Beginning at a point located S89°51'47"W along the section line 276.19 feet and North 1573.13 feet from the Southeast Corner of Section 11, Township 5 South, Range 1 West, Salt Lake Base & Meridian. thence N89°41'41"W 29.81 feet; thence along the arc of a 45.00 foot radius non-tangent curve (radius bears: N89°41'41"W) to the left 70.93 feet through a central angle of 90°18'19" (chord: N44°50'51"W 63.81 feet); thence West 903.83 feet; thence along the arc of a 26.00 foot radius curve to the left 40.86 feet through a central angle of 90°02'00" (chord: S44°59'00"W 36.78 feet); thence N89°58'19"W 62.00 feet; thence along the arc of a 26.00 foot radius non-tangent curve (radius bears: S89°58'00"W) to the left 40.83 feet through a central angle of 89°58'00" (chord: N45°01'00"W 36.76 feet); thence West 174.65 feet; thence along the arc of a 3500.00 foot radius curve to the left 433.90 feet through a central angle of 7°06'11" (chord: S86°26'55"W 433.62 feet); thence along the arc of a 26.00 foot radius curve to the left 43.01 feet through a central angle of 94°46'41" (chord: S35°30'29"W 38.27 feet); thence S85°08'49"W 62.47 feet; thence along the arc of a 26.00 foot radius non-tangent curve (radius bears: S78°07'08"W) to the left 39.53 feet through a central angle of 87°06'23" (chord: N55°26'03"W 35.83 feet); thence along the arc of a 3500.00 foot radius curve to the left 279.27 feet through a central angle of 4°34'18" (chord: S78°43'36"W 279.19 feet); thence S76°26'27"W 669.89 feet; thence along the arc of a 19.00 foot radius curve to the left 6.02 feet through a central angle of 18°09'28" (chord: S67°21'43"W 6.00 feet) to the East line of Redwood Road; thence N10°19'26"W along said line 93.09 feet; thence N76°26'27"E 90.62 feet; thence N80°05'27"E 251.32 feet; thence N76°26'27"E 329.12 feet; thence along the arc of a 3576.00 foot radius curve to the right 255.85 feet through a central angle of 4°05'58" (chord: N78°29'26"E 255.80 feet); thence S9°27'35"E 15.00 feet; thence along the arc of a 3561.00 foot radius non-tangent curve (radius bears: S9°27'35"E) to the right 587.94 feet through a central angle of 9°27'35" (chord: N85°16'12"E 587.27 feet); thence East 174.59 feet; thence along the arc of a 26.00 foot radius curve to the left 40.86 feet through a central angle of 90°02'00" (chord: N44°59'00"E 36.78 feet); thence S89°58'19"E 62.00 feet; thence along the arc of a 26.00 foot radius non-tangent curve (radius bears: N89°58'00"E) to the left 40.83 feet through a central angle of 89°58'00" (chord: S45°01'00"E 36.76 feet); thence East 904.70 feet; thence along the arc of a 45.00 foot radius curve to the left 70.45 feet through a central angle of 89°41'41" (chord: N45°09'09"E 63.47 feet); thence S89°41'41"E 29.81 feet; thence S0°18'19"W 151.00 feet to the point of beginning.

Contains: ±4.50 Acres

EXHIBIT C

(Depiction of the Easement Area)



KIRKHAM DRIVE - VHD #2 FRONTAGE

A portion of Section 11, Township 5 South, Range 1 West, Salt Lake Base & Meridian, located in Lehi, Utah and being more particularly described as follows:

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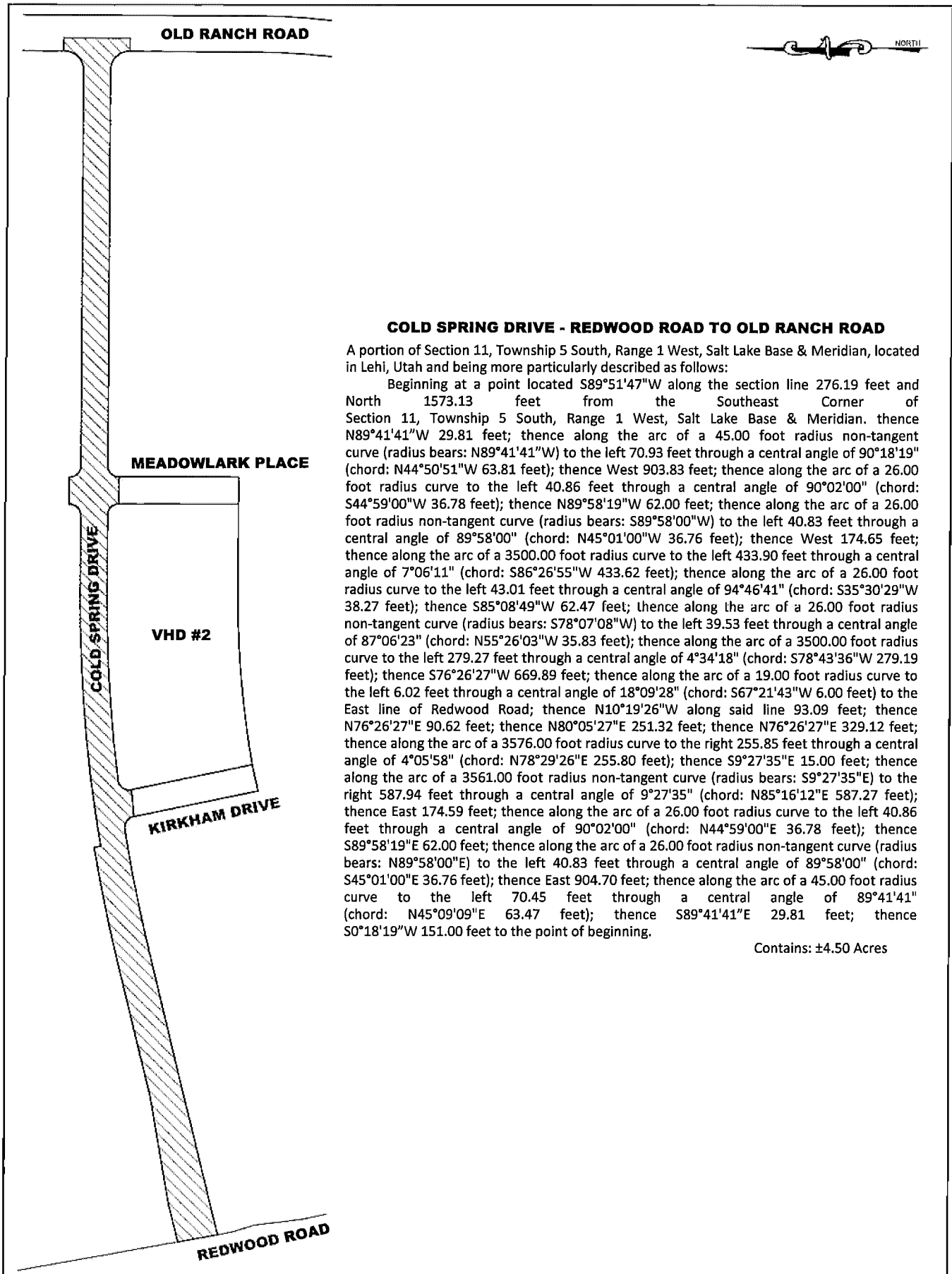
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Contains: ±0.39 Acres



COLD SPRING DRIVE - REDWOOD ROAD TO OLD RANCH ROAD

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