



\*W3267336\*

WHEN RECORDED RETURN TO:

Lync Construction LLC  
Attn: Pat Burns  
1407 North Mountain Road  
Ogden, UT 84404

E# 3267336 PG 1 OF 7  
Leann H. Kilts, WEBER COUNTY RECORDER  
16-Dec-22 03:52 PM FEE \$40.00 DEP SLV  
REC FOR: FIRST AMERICAN TITLE - LEGEND HIL  
ELECTRONICALLY RECORDED

6247491A

Affecting Tax Parcel Nos. 080520015, 080520083  
080520052, 080520051

**RECIPROCAL EASEMENT AGREEMENT**

This Reciprocal Easement Agreement (“Agreement”) is made and entered into as of December 15, 2022 by and between Lync Construction, LLC, a Utah limited liability company (“Lync”); and 2020, LLC, a Utah limited liability company (“2020”). Lync and 2020 may be referred to herein individually as a “Party” and collectively as the “Parties.”

**RECITALS**

A. Lync owns certain parcels of real property located in Roy City, Weber County, State of Utah (the “Lync Property”). The Lync Property is known as Parcel Nos. 080520015, 080520052, and 080520051 in the records of the Weber County Assessor’s Office.

B. 2020 owns a certain parcel of real property located in Roy City, Weber County, State of Utah (the “2020 Property”). The 2020 Property is also known as Parcel No. 080520083 in the records of the Weber County Assessor’s Office.

C. The Lync Property and the 2020 Property are referred to collectively as the “Parcels” and are depicted in greater detail in the attached Exhibit “A.”

D. The Parcels are immediately adjacent to each other and are part of the RailRunner Development as approved by Roy City and as otherwise set forth in the site plan attached hereto as Exhibit “B” (the “Site Plan”).

E. In order to facilitate orderly development of the Parcels, the Parties desire to create reciprocal easements over portions of the Parcels as more fully set forth herein.

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

**AGREEMENT**

1. **Grant and Declaration of Easements.** Each Parties hereby conveys, assigns, transfers, and grants to the other Party and hereby declares that the Parcels will be encumbered by and subject to, non-exclusive, reciprocal easements on, over, across and through the portions of the Parcels depicted as roads or rights-of-way on the Site Plan for utility construction as well as ingress to and egress from and passage of motor vehicles and pedestrians to and among the Parcels and among the Parcels and contiguous public roadways (the “Easement”). The Parties acknowledge that the roads depicted on the site plan are proposed and have not yet been platted with the City/County. Accordingly, the final location of the roads depicted on the Site Plan may be different on the final plat for RailRunner and each Party may individually adjust

the final location of the roads (and therefore the Easement), so long as the functionality, benefit, and purpose of the easement described herein is not materially reduced.

2. **No Interference; Maintenance; Taxes.** Except to the extent necessary for reasonable construction, repair and maintenance, traffic regulation and control, or as the Parties may mutually agree, no fence, wall, barricade or any other obstruction, whether temporary or permanent in nature, which materially limits or impairs the free and unimpeded access to or across the Easement, will be constructed or erected, nor will any Party in any other manner obstruct or interfere with the flow of pedestrian or vehicular traffic over any portion of the Easement. From and after the date that any improvements are constructed on the Easement, including, without limitation, curbs, gutters, sidewalks and/or roadways, each Party will maintain the Easement improvements located on its Parcel in reasonably good condition and repair, free from debris and take such other actions in connection therewith as are commercially reasonable under the circumstances. Each Party will pay the real estate taxes and assessments on that portion of the Easement Area located on its Parcel.

3. **Duration.** This Agreement and the easements and undertaking set forth herein will be perpetual. Notwithstanding the foregoing, if or when any improvements (i.e., asphalt, curb, gutter, park strip, sidewalk (collectively the "Improvements")) located in the Easement are dedicated to Roy City, this Agreement will automatically terminate and be of no further force or effect without any action of the Parties.

4. **Integration; Modification.** This Agreement contains the entire agreement with respect to the matters set forth herein. This Agreement and any easement or undertaking contained herein, may be terminated, extended, modified or amended as to the whole of the Parcels or any portion of them, with the unanimous consent of the Parties which consent will not be unreasonably withheld or delayed, and any such termination, extension, modification or amendment will be effective upon proper recordation of a written document evidencing the same, executed and acknowledged by all of the Parties then existing, in the office of the Weber County Recorder.

5. **Not a Public Dedication.** Nothing contained in this Agreement will be deemed to be a gift or dedication of any portion of the Parcels to or for the general public or for any public purposes whatsoever, it being the intention of the Parties that this Agreement be strictly limited to and for the purposes expressed herein.

6. **Mutuality; Reciprocity Runs With the Land.** The easements, rights and obligations granted or created hereby are appurtenances to the Parcels and none of the easements, rights or obligations may be transferred, assigned or encumbered except as an appurtenance to such Parcels. For the purposes of the easements and rights set forth herein, the Parcel benefitted thereby will constitute the dominant estate, and the Parcel burdened thereby will constitute the servient estate. Each of the easements and rights contained in this Agreement (whether affirmative or negative in nature) (i) will constitute covenants running with the land; (ii) will bind every person having a fee, leasehold or other interest in any portion of the Parcel at any time or from time to time to the extent such portion is affected or bound by the easement or right in question, or to the extent that easement or right is to be performed on such portion; (iii) will inure to the benefit of and be binding upon the Parties and their respective successors and assigns as to their respective Parcels, and (iv) will create mutual, equitable servitudes upon each Parcel in favor of the other Parcels.

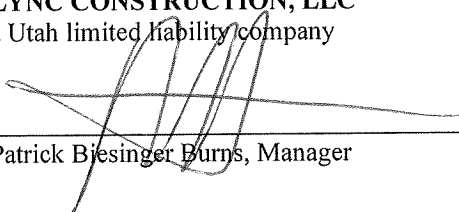
7. **Applicable Law.** This Agreement will be construed in accordance with and governed by the laws in the State of Utah.

8. **Authority.** Each undersigned represents and warrants that each has been duly authorized by all necessary corporate, company or trust action, as appropriate, to execute this Agreement for and on behalf of the respective Parties.

9. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which, when so executed, will be deemed to be an original. Such counterparts will together constitute and be one and the same instrument.

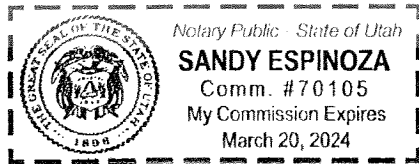
IN WITNESS WHEREOF, this Reciprocal Easement Agreement is executed as of the day and year first above written.

**LYNC CONSTRUCTION, LLC**  
a Utah limited liability company

  
\_\_\_\_\_  
Patrick Biesinger Burns, Manager


STATE OF UTAH )  
 ) : ss.  
COUNTY OF WEBER )

On this 15 day of Dec, 2022, personally appeared before me Patrick Biesinger Burns, the Manager of Lync Construction, LLC, named above, who duly acknowledged to me that he is the Manager of Lync Construction, LLC and that he signed the foregoing instrument as such Member, with full authority for and on behalf of Lync Construction, LLC.



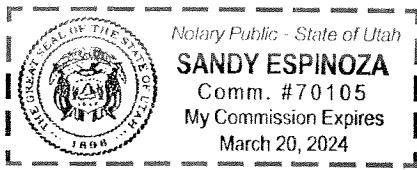
  
\_\_\_\_\_  
NOTARY PUBLIC

**2020, LLC**  
a Utah limited liability company

Signature:   
\_\_\_\_\_  
Print Name: Nathan Corb  
\_\_\_\_\_  
Title: Manager  
\_\_\_\_\_

STATE OF )  
 ) : ss.  
COUNTY OF )

On this 15 day of Dec, 2022, personally appeared before me Nathan B. Corb, the MANAGER of 2020 LLC, named above, who duly acknowledged to me that they, \_\_\_\_\_, are the MANAGER of 2020, LLC and that they signed the foregoing instrument as such, with full authority for and on behalf of 2020, LLC.



  
\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT A**  
*Parcel Description*

PARCEL NO. 080520015:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 11, AND IN THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE D&RGW RAILWAY, SAID POINT BEING NORTH 89°53'27" WEST 917.20 FEET ALONG THE SECTION LINE AND SOUTH 34°21'00" WEST 2,404.02 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND SOUTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE 1,135.11 FEET ALONG A 5,696.65 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 11°25'00" (LONG CHORD BEARS SOUTH 28°38'30" WEST 1,133.23 FEET) FROM THE NORTH QUARTER CORNER OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE 442.24 FEET ALONG A 5,696.65 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 04°26'53" (LONG CHORD BEARS SOUTH 20°42'33" WEST 442.13 FEET); THENCE SOUTH 89°51'34" EAST 520.38 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE OSL RAILWAY; THENCE NORTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE 262.19 FEET ALONG A 5,779.65 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 02°35'57" (LONG CHORD BEARS NORTH 21°58'19" EAST 262.17 FEET); THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE NORTH 23°16'18" EAST 41.07 FEET; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE NORTHERLY 138.64 FEET ALONG A 8,644.40 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 00°55'08" (LONG CHORD BEARS NORTH 16°50'16" EAST 138.63 FEET); THENCE NORTH 89°51'34" WEST 518.52 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 080520051:

PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE D&RGW RAILWAY, SAID POINT BEING NORTH 89°53'27" WEST 917.20 FEET ALONG THE SECTION LINE AND SOUTH 34°21'00" WEST 1527.24 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE FROM THE NORTH QUARTER CORNER OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 34°21'00" WEST 362.16 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE; THENCE SOUTH 55°39'00" EAST 242.98 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE OSL RAILWAY; THENCE NORTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE 364.65 FEET ALONG A 8644.40 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 02°25'01" (LONG CHORD BEARS NORTH 27°41'04" EAST 364.63 FEET); THENCE NORTH 55°39'00" WEST 200.66 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 080520052:

PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE D&RGW RAILWAY, SAID POINT BEING NORTH 89°53'27" WEST 917.20 FEET ALONG THE

SECTION LINE AND SOUTH 34°21'00" WEST 1889.40 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE FROM THE NORTH QUARTER CORNER OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 34°21'00" WEST 514.62 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE; THENCE SOUTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE 581.78 FEET ALONG A 5696.65 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 05°51'05" (LONG CHORD BEARS SOUTH 31°25'28" WEST 581.52 FEET); THENCE SOUTH 61°30'05" EAST 428.22 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE OSL RAILWAY; THENCE NORTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE 1073.71 FEET ALONG A 8644.40 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 07°07'00" (LONG CHORD BEARS NORTH 22°55'03" EAST 1073.02 FEET); THENCE NORTH 55°39'00" WEST 242.98 FEET TO THE POINT OF BEGINNING. (NOTE: THE BASIS OF BEARING FOR THE FOREGOING DESCRIPTION BEING NORTH 89°53'27" WEST ALONG THE SECTION LINE BETWEEN FOUND MONUMENTS AT THE NORTH QUARTER CORNER AND THE NORTHWEST CORNER OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN)

PARCEL NO. 080520083:

PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH DESCRIBED AS FOLLOWS: BEGINNING AT A POINT BEING LOCATED NORTH 00°23'24" EAST 2786.96 FEET ALONG THE WEST LINE OF SAID SECTION 11 AND NORTH 90°00'00" EAST 119.11 FEET AND SOUTH 61°30'05" EAST 266.19 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 11; RUNNING THENCE SOUTH 61°30'05" EAST 162.02 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAIL ROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE ALONG THE ARC OF A 8644.40 FOOT RADIUS CURVE TO THE LEFT 311.13 FEET, HAVING A CENTRAL ANGLE OF 02°03'44", CHORD BEARS SOUTH 18°19'42" WEST 311.11 FEET; THENCE NORTH 89°51'34" WEST 167.31 FEET; THENCE ALONG THE ARC OF A 8804.40 FOOT RADIUS CURVE TO THE RIGHT 391.97 FEET, HAVING A CENTRAL ANGLE OF 02°33'03", CHORD BEARS NORTH 18°15'05" EAST 391.94 FEET TO THE POINT OF BEGINNING.



**EXHIBIT B**  
*RailRunner Site Plan*

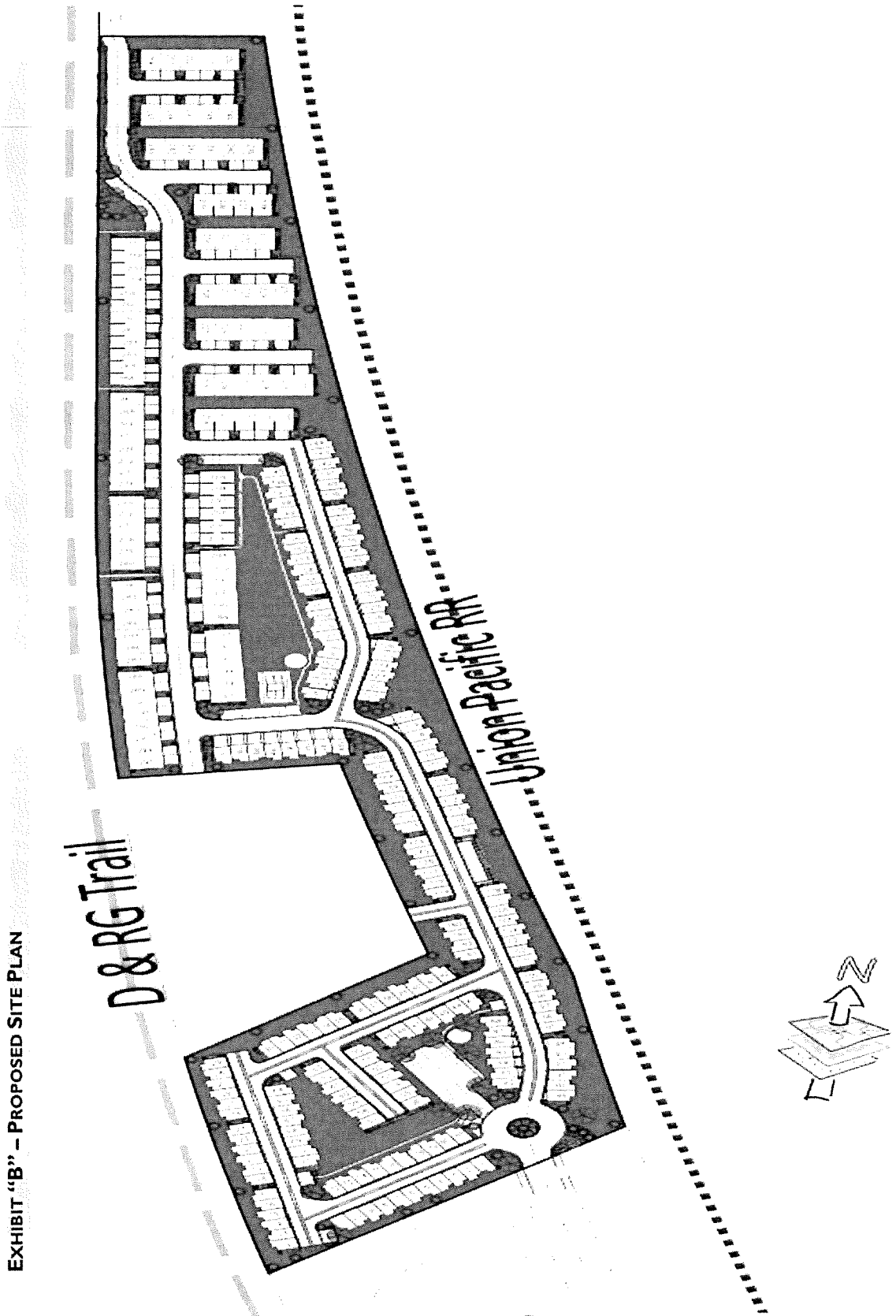


EXHIBIT 'B' - PROPOSED SITE PLAN