

When recorded return to:

131138 AST
Utah Transit Authority
TOD Department
669 West 200 South
Salt Lake City Utah 84101
11-061-01050225
11-712-0001
11-712-0004
11-712-0003

EASEMENT AND MAINTENANCE AGREEMENT

This Easement and Maintenance Agreement ("Agreement") is made and entered into this 8 day of February, 2013, (the "Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district ("Grantor"), and KAYS CROSSING, LLC, a Utah limited liability company (individually "Lot 1 Owner") and Larry H. Hill, an individual, residing at 5215 West 4000 South, Hooper UT 84315 (individually "Lot 4 Owner") (Lot 1 Owner and Lot 4 Owner are collectively referred to herein as "Grantee"). Grantor and Grantee may hereafter be referred to individually as "Party" or collectively as "Parties."

RECITALS

- A. Grantor is the owner of property that serves as a Park 'N Ride Lot, (the "UTA Parcel") which includes access roads from Main Street (the "Primary Access Road") all serving patrons utilizing the Layton FrontRunner Station, which UTA Parcel is located in Layton, Utah, more particularly described in Exhibit "A."
- B. Lot 1 Owner is the owner of certain property located in Layton, Utah, more particularly described in Exhibit "B" (the "Lot 1 Owner Parcel").
- C. Lot 4 Owner is the owner of certain property located in Layton, Utah, more particularly described in Exhibit "C" (the "Lot 4 Owner Parcel.")
- D. Grantee is planning the development of a mixed used development, including a residential development (the "Development") on the Lot 1 Owner Parcel and the Lot 4 Owner Parcel (the Lot 1 Owner Parcel and the Lot 4 Owner Parcel are collectively referred to herein as the "Dominant Parcels");
- E. Grantee desires to have access across and to cooperate in the maintenance of the Primary Access Road and drive aisle to provide access to the Development by Grantee's patrons.
- F. Grantor is willing to grant an easement (the "Easement") to Grantee to allow Grantee access over the Primary Access Road and the related drive aisles leading to the Dominant Parcels (the "Easement Area"), more particularly described in Exhibit "D," so long as Grantor is paid for the Grantee's share of maintenance expenses associated with the use of the Easement Area.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee a non-exclusive easement for (i) cross access driveway ingress and egress easement for (i) vehicular ingress and egress for the patrons, employees and invitees of Grantee in, over, on, across and through the Easement Area; and (ii) pedestrian ingress and egress for its patrons, employees and invitees of Grantee in, over, on, across and through the Easement Area, entry and exit ramps and sidewalks as the same may exist in the Property from time to time (the "Easement"), subject to the terms and conditions reflected in this Agreement. Grantee shall have the non-exclusive right to use the Easement for the purpose of access by Grantee, its patrons, employees and invitees to and from the Dominant Parcels across the Easement Area to the adjacent public right-of-ways. The Easement herein granted shall not be construed to grant any parking rights on the UTA Parcel in favor of Grantee or its patrons, employees and invitees.

Grantor hereby expressly reserves all gas, oil, coal and other minerals in and under the lands covered by the Easement Area, and said minerals shall not be leased by Grantee except upon terms and conditions as shall be approved in writing by the Grantor.

2. Definition of Easement Area. The Easement Area is attached hereto as Exhibit "D."

3. Vegetation Management. Grantee may not plant any species of trees or other vegetation on the Dominant Parcels that unreasonably impairs visibility of the entrance to the Park 'N Ride Lot from Main Street. Provided that any violation has not been cured within thirty (30) days after receiving written notice from Grantor, Grantor shall have the right to prune or remove all vegetation in violation of the foregoing.

4. Debris Management. Grantor shall have the right to remove any obstructions or unsightly materials that Grantee, Grantee's patrons, employees or invitees leave in the Easement Area.

5. Covenants of Grantee. Grantee irrevocably covenants to allow the continued operation of the Layton FrontRunner Station and related Park N' Ride Lots on the UTA Parcel and agrees not to take any actions or to permit any person or entity to take any action which would reduce or curtail the effectiveness of the use of the Easement Area by Grantor or obstruct the continuous access by first responders to the Layton FrontRunner Station, including without limitation the following:

(a) Installing or constructing buildings, fences, signs, except signs marking the UTA Park 'N Ride Lot, lights, light posts, or any other structures or objects which unreasonably obstruct or impair the visibility of any entrance to the Layton FrontRunner Station, without Grantor's express written consent, which consent has been provided for the Development according to Development design plans provided to Grantor as of the Effective Date;

(b) Planting, or allowing the growth of, trees, shrubs or other vegetation which would unreasonably obstruct or impair, or over time grow to a height that would unreasonably obstruct or impair, the visibility of the entrance to the FrontRunner Station;

(c) Seeking to change the Easement Area's zoning designation or any applicable zoning regulations, laws, statutes, regulations, restrictive covenants, etc., which would prohibit or impose restrictions on Grantor's use of the Easement Area or the UTA Parcel as provided herein;

(d) Contesting any variances, petitions or applications sought by Grantor relating to the use of the Easement Area or Grantor's Parcel by Grantor for transit purposes as provided herein; or

(e) Seeking an express or implied easement or license with regard to any other use of the Easement Area;

(f) Parking vehicles or allowing vehicles to be parked, otherwise using the Easement Area or storing any items on the Easement Area, erecting any signs, banners or balloons or other media, in such a way as to obstruct or impair the flow of pedestrian or wheelchair traffic access to the Layton FrontRunner Station platform; obstruct or impair the availability of parking on the Easement Area by Grantor patrons; the ability of Grantor patrons to park on the Easement Area; visibility of the entrance to the Layton FrontRunner Station.

6. Grantor's Right to Remove Obstructions. If Grantor believes that Grantee has breached any covenant set forth in paragraphs 3 and 4 above, Grantor shall give Grantee notice of such breach stating in reasonable detail the nature and extent of the breach. In the event Grantee does not remedy such breach within five (5) business days, Grantor shall have the right to remove any obstructions on the Dominant Parcels or Easement Area.

7. Relocation. Grantor shall have the right, following 60 days' written notice, to relocate all or any portion of the Easement Area to such new location adjacent to the Dominant Parcels as Grantor may designate, provided that (i) the new location still allows Grantee to access the Dominant Parcels without unreasonably restricting the access over and across the easement located on Lot 3 of the Kay's Crossing Subdivision; (ii) the underlying access received by Grantee hereunder is not materially altered, and (iii) that such relocation is done at Grantor's sole cost and expense. Grantee shall not be entitled to any damages or other compensation as the result of Grantor's exercise of its rights under this paragraph. Grantor shall maintain continuing control over the Easement Area.

8. Termination. Grantor shall have the right to terminate this Agreement and record a Termination of Easement, in the event that: (a) Grantee breaches this Agreement and the breach is not cured within thirty (30) days after receiving written notice from Grantor of the breach, unless the nature of the breach will require more than thirty (30) days to cure, in which case Grantor shall not have the right to terminate this Agreement if Grantee has begun taking the steps necessary to cure the breach. However, Grantor may terminate this Agreement if the Maintenance Costs and/or Capital Reserves, as herein defined, are not paid to Grantor within the timeframes provided herein. Grantee agrees that payment of the Maintenance Costs and Capital Reserves is capable of being performed

within the timeframes provided herein. Grantor agrees that any written notice of a breach will also be given contemporaneously to any party that has recorded a notice of interest or any other document evidencing a security interest in the Dominant Parcels. Such parties shall have the same notice an opportunity to cure provided to Grantee under this Agreement.

9. Payment of Share of Maintenance Costs and Capital Reserves.

(a) Grantee shall be jointly and severally liable to pay on a monthly basis the share of operational, maintenance, accounting, replacement, Grantor's internal costs for administering this Agreement, any other direct expenses of Grantor or to be borne by Grantor associated with the Easement Area or this Agreement, along with capital reserves, safety enhancements necessitated by use of Easement Area by Grantee, shortfalls in capital reserves for replacement of asphalt due to Grantee's use of the Easement Area, in perpetuity (collectively the "Maintenance Costs"). Unless the Grantor separately accounts for all costs associated with the Easement Area, the Maintenance Costs charged to Grantee shall be the estimated costs for the Easement Area based on the total costs for all parking lots operated by Grantor.

(b) The capital reserves and replacement costs (the "Capital Reserves") will be estimated by Grantor in January once every 5th calendar year. The first such estimation will take into account any wear and tear relating to the time prior to the execution of this Agreement. The Usage Percentage will be applied to the estimated capital reserves and replacement costs. Grantor and Grantee will reconcile charges every 5th calendar year, and the overage or underage will be paid or refunded to the eligible recipient within thirty (30) days of the final reconciliation. In the event heavy vehicle traffic relating to Grantee's use of the Easement Area or other drive aisles prematurely damages the Easement Area or other drive aisles and Grantor is forced to replace the asphalt on the Easement or other drive aisles on an accelerated basis, Grantee will be invoiced directly for any shortfall that may exist should the reserve account not have sufficient funds without applying the Usage Percentage, with the amount due to Grantor within thirty (30) days.

(c) As a courtesy, Grantor will invoice Lot 1 Owner for Maintenance Costs and Capital Reserves. Such invoices shall be due and payable in thirty (30) days from date of receipt by Lot 1 Owner. The monthly rate payable by Grantee shall be equal to the total estimated Maintenance Costs multiplied by Grantee's percentage of use, which is currently 43% (the "Usage Percentage"). Upon the failure to pay Grantor the Maintenance Costs or Capital Reserves due hereunder, Grantor shall have the unilateral right to terminate the Easement, provided that the payment is not made within thirty (30) days following Grantor's delivery of written notice of the default to Grantee and any other parties as provided for in Paragraph 8. Grantor shall not be required to record notice prior to termination.

(d) Grantor agrees to and shall, on or before January 1 of each year, provide to Grantee an estimated budget for such Maintenance Costs for the upcoming calendar year, showing in reasonable detail the work to be completed on the Access Easement, as segregated from any maintenance costs on other portions of the UTA Parcel.

(e) The Usage Percentage shall not be changed during the term of the Easement unless: (a) either Grantor or Grantee conducts a traffic and or parking study, which results in an adjustment to the Usage Percentage based on the actual use; and (b) the parties agree to any proposed adjustment to the Usage Percentage. Any adjustment to the Usage Percentage shall not affect previous calendar year's billings and shall occur no more frequently than once every five calendar years. An adjustment to the agreed to percentages is not be valid unless it is based on the traffic and/or parking study and agreed to in writing by Grantor and Grantee.

(f) Grantor shall maintain for a period of at least two (2) years following the end of the period to which they pertain complete and accurate books and records of all maintenance expenses paid or incurred by Grantor in connection with the operation, repair and maintenance of the Easement Area. Such books and records shall be kept at Grantor's principal office. Grantee shall have the right, at Grantee's sole cost and expense except as expressly set forth below, to appoint an auditor and with seven (7) business days' written notice, to inspect, copy and audit such books and records at any time during normal business hours, and the right to receive reasonable back-up documentation of such costs. Grantee shall be required to pay all of Grantor's direct internal (staffing and other) costs associated with conducting the audit. A copy of the audit shall be delivered to Grantor. If the audit findings reveal that the amounts paid for Maintenance Costs are higher than the amounts Grantor is authorized to charge under the terms of this Agreement, then Grantor, within thirty (30) days after request therefore, shall reimburse Grantee for any overpayments that Grantee's auditor identifies, less any amounts payable for Grantor staff time, so long as such audit findings do not alter the Usage Percentage. If Grantor fails to pay to Grantee such overpayment within thirty (30) days after demand therefor, Grantee may deduct the same from its payments, less any amount payable for Grantor staff time, thereafter accruing under this Agreement, so long as such audit findings do not alter the Usage Percentage.

10. Property Taxes. Grantee acknowledges that Grantor is a tax exempt governmental entity and is not assessed taxes on its property. In the event that Layton City, Davis County, or other taxing entity imposes general property taxes or a beneficial use or privilege tax as a result of Grantee's use of the Easement Area and/or the UTA Parcel, Lot 1 Owner shall be solely responsibility for payment of any and all such taxes levied against any portion of the Easement Area or UTA Parcel. Lot 1 Owner shall be responsible to pay any ad valorem property taxes or other taxes assessed on or against the Easement Area, and such taxes shall be paid by Lot 1 Owner when so assessed.

11. Indemnification.

(a) Lot 1 Owner agrees to defend, indemnify, and hold harmless Grantor, from and against all claims, demands, liens, liabilities, costs, fee (including attorneys fees and court costs), damages or other losses incurred arising out of, related to: (a) Lot 1 Owner's use or the use by Lot 1 Owner's patrons, employees and invitees of the Easement Area, or claims, losses or damages asserted by Lot 1 Owner's patrons, employees and invitees of the Easement Area under the rights herein granted, except for any claims which arise from the gross negligence or willful misconduct of Grantor; (b) any mechanic's, materialman's, tax or other lien asserted against the Easement Area arising out of work performed or requested by Lot 1 Owner; or (c) Lot 1 Owner's material breach of any provision of this Agreement. The provisions of this section are for the benefit of the Parties and their respective successors and assigns, and are not

intended to create or grant any third party rights to any other person or entity, nor to limit or affect the right of Grantor to assert any governmental immunity defense to any claim of any such other party or entity.

(b) Lot 4 Owner agrees to defend, indemnify, and hold harmless Grantor, from and against all claims, demands, liens, liabilities, costs, fee (including attorneys fees and court costs), damages or other losses incurred arising out of, related to: (a) Lot 4 Owner's use or the use by Lot 4 Owner's patrons, employees and invitees of the Easement Area, or claims, losses or damages asserted by Lot 4 Owner's patrons, employees and invitees of the Easement Area under the rights herein granted, except for any claims which arise from the gross negligence or willful misconduct of Grantor; (b) any mechanic's, materialman's, tax or other lien asserted against the Easement Area arising out of work performed or requested by Lot 4 Owner; or (c) Lot 4 Owner's material breach of any provision of this Agreement. The provisions of this section are for the benefit of the Parties and their respective successors and assigns, and are not intended to create or grant any third party rights to any other person or entity, nor to limit or affect the right of Grantor to assert any governmental immunity defense to any claim of any such other party or entity.

12. Insurance Required to be Maintained by Lot 1 Owner and Lot 4 Owner. Lot 1 Owner and Lot 4 Owner shall maintain in full force and effect the following insurance coverages (the policy limit shall not be construed to limit the liability under this Agreement or applicable law): Premises Liability Policy endorsement with a minimum two million (\$2,000,000) combined single limit per occurrence and four million dollars (\$4,000,000) in the aggregate. Exclusions for railroads (except where the Easement Area is in all aspects more than 50 feet from any railroad tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings), and explosion, collapse and underground hazard shall be removed. The insurance policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of [Lot 1 Owner/Lot 4 Owner]". Such policies shall be with reputable insurance companies, licensed to do business in the state of Utah. Lot 1 Owner and Lot 4 Owner shall provide Grantor with policies or certificates of insurance evidencing such coverage.

13. Maintenance. The Easement Area and related portions of the UTA Parcel shall at all times be properly surfaced with asphalt, concrete or other similar material. Grantor agrees to and shall at all times maintain or cause to be maintained the Easement Area in good, clean and safe condition and repair, reasonably free from debris, rubbish, snow, ice and other materials. Having said the foregoing, Grantor reserves the right in its sole discretion to determine the frequency, and to what level of quality, improvements within the Easement Area shall be replaced.

14. Covenants Run with Land; Various Events.

(a) Covenants Run with Land. Each easement, covenant, obligation and restriction contained in this Agreement shall constitute a covenant running with the land, shall benefit and bind every person having any fee, leasehold, mortgage lien or other interest in any portion of the Dominant Parcels concerned, and shall benefit and bind Grantee whose title is acquired by any means including but not limited to judicial foreclosure, trustee's sale, deed in lieu of

foreclosure or otherwise. Except as otherwise specified herein, this Agreement and each right-of-way, easement, covenant and restriction set forth in this Agreement shall be perpetual.

(b) Identical Ownership. The ownership of more than one parcel by the same person shall not result in the termination of this Agreement.

15. Enforcement. The construction, maintenance, repair and payment of tax obligations under this Agreement are specifically enforceable by Grantor, with its reasonable costs and expenses chargeable to and collectible against the Grantee and/or the Grantee's successors and assigns. This Agreement and the Easement granted may not be expanded or modified except by a further agreement in writing and in recordable form by the parties hereto or their heirs successors or assigns that is first approved by Grantor.

16. No Public Dedications. Nothing contained in this Declaration shall be deemed a dedication of any portion of the Parcels or the Easement Area to the general public or for any public use or purpose. Grantor and Grantee agree that Grantor may take such actions as are reasonably necessary to prevent such public dedication, including but not limited to, temporarily restricting public access to the Easement Area, while still allowing Grantee the access outlined herein.

17. No Waste. The Grantee shall not commit any waste or damage to, or impairment of the value of the adjacent parcels or the Easement Area in the exercise and use of the Easement or otherwise. Use of the Easement for the purpose for which such easements are intended, in itself, shall not constitute waste, damage or an impairment of value.

18. Time is of the Essence. Time is of the essence with respect to this Agreement and each and every provision hereof.

19. General Provisions. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the state of Utah. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. The parties agree that any action or proceeding to enforce, interpret, terminate, or rescind this Agreement shall be commenced solely in the Third Judicial District Court for Davis County, State of Utah, and that such courts shall have sole and exclusive personal jurisdiction over the parties to any such action or proceeding. As concerns all matters of notice and performance agreed upon hereunder, it is covenanted by the parties that time is strictly of the essence of this Agreement. If any action is brought because of any breach of or to enforce or interpret any of the provisions of this Agreement, the party prevailing in such action shall be entitled to recover from the other party reasonable attorneys' fees and court costs incurred. This Agreement shall not be deemed to create any rights in, or duties or liabilities to, or any standard of care with reference to, or to grant remedies to persons or entities not a party to this Agreement.

20. Non-Waiver. The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other person.

21. No Joint Venture. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the parties. This Agreement contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

22. Notice. All notices, demands, requests and other communications required or desired to be given hereunder shall be in writing and shall be delivered by registered or certified mail, return receipt requested. Unless a party has provided a specific address to Grantor, the notice will be sent to the last known address of the respective party, which for any party referenced in Paragraph 8 would be the address set forth in the recorded notice of interest or other security document.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day and year first above written.

INTENTIONALLY LEFT BLANK, SIGNATURE PAGE TO FOLLOW

KAYS CROSSING, LLC,
a Utah limited liability company

By: [Signature]
Its: [Signature]

[Signature] manager

LOT 4 OWNER:

G
LARRY H. HILL, an individual
LH

[Signature]

GRANTOR:

UTAH TRANSIT AUTHORITY, a public transit district

By: [Signature]
Its: President of Government Resources

By: [Signature]
Its: GENERAL MANAGER

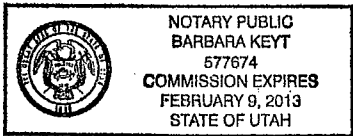
Approved as to Form:

[Signature]
UTA Legal Counsel

[Signature]
Property Management

STATE OF UTAH)
: SS
COUNTY OF SALT LAKE)

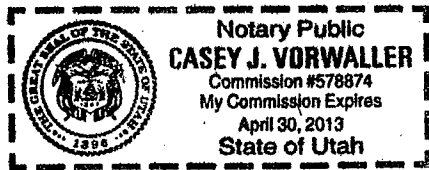
The foregoing instrument was acknowledged to me this 8th day of Feb, 2013 by Michael A. Allegra, the General Manager of UTAH TRANSIT AUTHORITY, a public transit district.



Barbara Keyt
Notary Public

STATE OF UTAH)
: SS
COUNTY OF SALT LAKE)

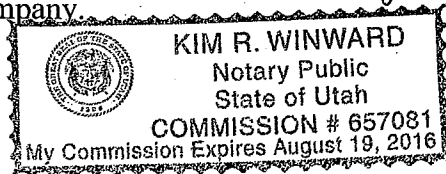
The foregoing instrument was acknowledged to me this 8 day of February, 2013 by Bruce T. Jones, the President of Government Resources of UTAH TRANSIT AUTHORITY, a public transit district.



Casey J. Vorwaller
Notary Public

STATE OF UTAH)
: SS
COUNTY OF Cache)

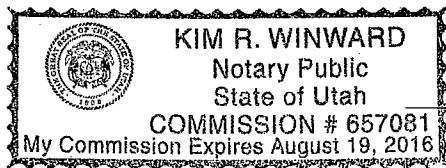
The foregoing instrument was acknowledged to me this 8 day of February, 2013 by Jared D. Nielson & James L. Ward the Managers of KAYS CROSSING, LLC, a Utah limited liability company.



Kim R. Winward
Notary Public

STATE OF UTAH)
: SS
COUNTY OF Cache)

The foregoing instrument was acknowledged to me this 11 day of February, 2013 by Larry G. Hill, an individual.



Kim R. Winward
Notary Public

EXHIBIT A

DESCRIPTION OF UTA PARCEL

Part of the Northwest Quarter of Section 28, Township 4 North, Range 1 West of the Salt Lake Baseline and Meridian described as follows:

Commencing at the Northwest Corner of Section 28, Township 4 North, Range 1 West of the Salt Lake Baseline; thence S 89°27'20" E (basis of bearing) 757.49 feet along the North Line of Northwest Quarter of Section 28; thence South 249.19 feet to the POINT OF BEGINNING on the west right-of-way line of Main Street (Highway 126) as shown on Utah Department of Transportation Plans S-15-8(211)332 said point also being the Northwest Corner of Lot 1 Kays Crossing Subdivision and running thence along the boundary of said Kays Crossing Subdivision boundary the next five courses:

- 1) thence S64°36'47"W 211.08 feet;
- 2) thence N89°24'52"W 67.81 feet;
- 3) thence S00°28'13"W 99.29 feet;
- 4) thence S82°56'29"W 141.47 feet to the east right of way line of the Oregon Short Line Railroad; thence along said railroad right of way N49°34'16"W 39.55 feet (N49°27'48"W 40.39 feet, By Record); thence N00°06'17"W 96.99 feet (N00°00'13"E 96.37 feet, By Record) to the south corner of the tract of land conveyed to Layton City Corporation in that certain quit-claim deed, recorded June 20, 1989, as Entry 861669, Book 1299, Page 198; thence N05°38'20"E 131.70 feet (N05°44'50" E, By Record); thence S89°27'20"E 295.46 feet (S89°20'50"E, By Record); thence N77°31'55"E 92.81 feet (N77°38'25" E 92.54 feet, By Record) to the west right of way line of said Main Street (Highway 126) as shown on Utah Department of Transportation Plans S-15-8(211)332; thence along said right of way line S25°40'39"E 71.52 feet to the point of beginning, containing 1.55 acres, more or less

Parcel 2:

ALL OF LOT 3, KAYS CROSSING SUBDIVISION, AS SHOWN IN THAT CERTAIN PLAT OF RECORD IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH

EXHIBIT B

DESCRIPTION OF LOT 1 OWNER PARCEL

ALL OF LOT 1, KAYS CROSSING SUBDIVISION, AS SHOWN IN THAT CERTAIN PLAT OF RECORD IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH

EXHIBIT C

DESCRIPTION OF LOT 4 OWNER PARCEL

**ALL OF LOT 4, KAYS CROSSING SUBDIVISION, AS SHOWN IN THAT CERTAIN PLAT OF
RECORD IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH**

EXHIBIT "D"

DESCRIPTION OF EASEMENT AREA

A twenty-five foot (25 feet) wide ingress and egress easement located in Part of the Northwest Quarter of Section 28, Township 4 North, Range 1 West of the Salt Lake Baseline and Meridian, being twelve and one-half feet (12.5 feet) each side of the following described centerline

Centerline description:

Commencing at the Northwest Corner of Section 28, Township 4 North, Range 1 West of the Salt Lake Baseline; thence S 89°27'20" E (basis of bearing) 724.36 feet along the north line of Northwest Quarter of Section 28; thence South 180.61 feet to a point on the west right of way line of Main Street (State Route 126) and the POINT OF BEGINNING and running

thence S66°50'08"W 38.94 feet;

thence S01°33'52"E 47.62 feet;

thence S64°24'34"W 139.92 feet;

thence N89°24'52"W 102.40 feet;

thence S00°28'13"W 140.39 feet to a point on the north boundary of the Kays Crossing Subdivision and the point of terminous.

Together with the Access Easement across Lot 3, KAYS CROSSING SUBDIVISION, as shown on the recorded plat, filed in the office of the Davis County Recorder, State of Utah.