

After recording return to:  
Fort Lane Village, LC  
748 W. Heritage Park Blvd., Ste. 203  
Layton, UT 84041

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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
8/30/2016 9:54:00 AM  
FEE \$28.00 Pgs: 7  
DEP eCASH REC'D FOR FOUNDERS TITLE CO -

D 52583

U-689-0002, 0009

U-794-0004, 0005, 0006, 0008

U-061-0204

**FIRST AMENDMENT TO  
CROSS ACCESS EASEMENT AGREEMENT**

THIS FIRST AMENDMENT TO CROSS ACCESS EASEMENT AGREEMENT (the "Amendment") is made and entered into as of the 27 day of July, 2016, by and between **FORT LANE VILLAGE, LC**, a Utah limited liability company ("Fort Lane") and **TERRAVENTURE HOLDINGS, LTD.**, a Utah limited partnership ("Terraventure").

WHEREAS, Fort Lane and Terraventure Development Ltd. (Terraventure's predecessor in interest) entered into that certain Cross Access Easement Agreement dated February 4<sup>th</sup>, 2010, and recorded in the real property records of the Davis County Recorder, as Entry Number 2511470, on February 12<sup>th</sup>, 2010 (the "Easement Agreement"); and

WHEREAS, Fort Lane owns those certain parcels of real property located in Davis County, Utah as more particularly described on Exhibit "A" attached hereto (the "FL Property"), and on Exhibit "C" attached hereto (the "UDOT Strip"); and

WHEREAS, Terraventure owns certain real property located in Davis County, Utah as more particularly described on Exhibit "B" attached hereto (the "TH Property"); and

WHEREAS, the parties desire to amend the Easement Agreement as set forth herein.

NOW THEREFORE, in consideration of their mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The recitals set forth above are hereby incorporated into this Amendment.
2. **Improvements.** Fort Lane and Terraventure acknowledge and agree that the existing and future improvements (including without limitation the number and location of driveways) located, or to be located, on their respective properties, do and may vary from the improvements as generally depicted on the site plan attached as Exhibit "C" to the Easement Agreement. Notwithstanding the foregoing, however, no change may be made with regard to the location, size or design of the driveway adjacent to the TH Property from Fort Lane street (as described in and shown on Exhibit "C" to the Easement Agreement) without the consent of Terraventure, which consent shall not be unreasonably withheld.
3. **Excluded Property.** The UDOT Strip is hereby entirely released and excluded from the Easement Agreement, which Easement Agreement shall no longer be an encumbrance on or against the UDOT Strip. In no event shall the Easement Agreement, or any of the terms, provisions and easements granted therein, have any force or effect whatsoever with respect to the UDOT Strip from and

after the date of this Amendment. Notwithstanding anything to the contrary in the Easement Agreement, from and after the date of this Amendment, the UDOT Strip shall not be subject to the Easement Agreement in any manner.

4. Control. In the event of any inconsistency between the terms of this Amendment and the terms of the Easement Agreement, the terms of this Amendment shall govern and control.

5. Terms. Any capitalized term used in this Amendment, unless otherwise defined herein, shall have the same meaning as is given to it in the Easement Agreement.

6. Continuation. Except as provided herein, no other amendments or adjustments to the Easement Agreement are affected under this Amendment, and the Easement Agreement and all of its terms and conditions shall continue in full force and effect.

*(Signature page follows)*

IN WITNESS WHEREOF, this First Amendment to Easement Agreement has been executed by the parties hereto to be effective as of the day and year first above written.

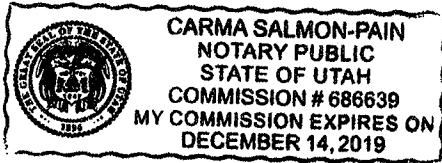
**FORT LANE VILLAGE, LC**  
a Utah limited liability company

By: [Signature]  
Name: KEVIN S GARN  
Title: MANAGER

STATE OF Utah )  
 )ss.  
County of Davis )

On this 27 day of July, 2016, before me, a Notary Public, personally appeared Kevin S Garn, known or proved to me to be the Manager of Fort Lane Village, LC, a Utah limited liability company, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



[Signature] Carma Salmon-Pain  
Notary Public  
Residing at Ogden Utah  
Comm. Expires 12-14-19

(signatures continue on next page)

TERRAVENTURE HOLDINGS, LTD.  
a Utah limited partnership

By: *David E Adams II*  
Name: DAVID E ADAMS II  
Title: General Partner

STATE OF Utah )  
 )ss.  
County of Davis )

On this 21 day of July, 2016, before me, a Notary Public, personally appeared David E Adams II, known or proved to me to be the General Partner of Terraventure Holdings Ltd., a Utah limited partnership, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

*Nicole Wilcox*  
Notary Public  
Residing at Davis, Utah  
Comm. Expires 08-07-2020

(signatures continue on next page)

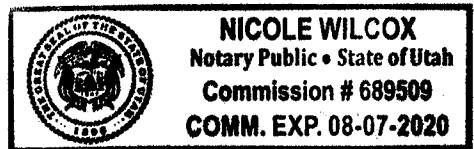


EXHIBIT A

LEGAL DESCRIPTION OF FL PROPERTY

PARCEL 2 OF THE FORT LANE VILLAGE SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED DECEMBER 11, 2007, AS ENTRY NO. 2631115, IN BOOK 5412 AT PAGE 1117, IN THE RECORDS OF THE DAVIS COUNTY RECORDER;

and,

LOT 4 OF THE FORT LANE VILLAGE AMENDED SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN THE RECORDS OF THE DAVIS COUNTY RECORDER;

and,

LOT 5 OF THE FORT LANE VILLAGE AMENDED SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN THE RECORDS OF THE DAVIS COUNTY RECORDER;

and,

LOT 6 OF THE FORT LANE VILLAGE AMENDED SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN THE RECORDS OF THE DAVIS COUNTY RECORDER;

and,

LOT 8 OF THE FORT LANE VILLAGE AMENDED SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN THE RECORDS OF THE DAVIS COUNTY RECORDER;

and,

TRACT A OF THE FORT LANE VILLAGE SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED DECEMBER 11, 2007, AS ENTRY NO. 2631115, IN BOOK 5412 AT PAGE 1117, IN THE RECORDS OF THE DAVIS COUNTY RECORDER.

EXHIBIT B

LEGAL DESCRIPTION OF TH PROPERTY

A parcel of land located in the Northeast Quarter of Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Layton City, Davis County, Utah, more particularly described as follows:

Beginning at a point on the West Boundary Line of Fort Lane located 401.35 feet South  $89^{\circ}27'20''$  East and 970.78 feet South  $00^{\circ}47'13''$  West from the Davis County Survey monument found marking the North Quarter Corner of said Section 28 (the Basis of Bearing is South  $89^{\circ}27'20''$  East 2637.52 feet measured between the Davis County Survey monuments found marking the Northwest Corner and North Quarter Corner of said Section 28); and running thence South  $00^{\circ}47'13''$  West 57.52 feet along said West Line of Fort Lane; thence North  $89^{\circ}45'37''$  West 25.00 feet to a point on that certain Utah Department of Transportation property as described in Book 4692 at page 188; thence along said property the following three courses: South  $00^{\circ}47'13''$  West 255.64 feet; North  $87^{\circ}55'56''$  West 205.77 feet; and North  $87^{\circ}17'15''$  West 64.23 feet; thence North  $00^{\circ}47'13''$  East 100.00 feet; thence North  $20^{\circ}58'32''$  East 219.66 feet; thence South  $89^{\circ}20'20''$  East 219.11 feet to the point of beginning.

## EXHIBIT C

### LEGAL DESCRIPTION OF UDOT STRIP

A parcel of land in fee for the widening of SR-109, known as Gentile Street, Project No. SP-R299(13), being part of an entire tract of property, situate in Parcel 4, of the Fort Lane Village Subdivision plat, as per entry no. 2631115, book 5412, page 1117, Also, in NW1/4NE1/4 & NE1/4NW1/4 of Section 28, in T.4N., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the northwest corner of said parcel 4; said point of beginning being 50.83 feet N. 89°27'20" W. along the north line of said section 28 and S. 00°32'40" W. 47.00 feet from the north quarter corner of said Section 28; and running thence easterly along the north lot line of said parcel 4 the following five (5) courses: 1) S. 89°27'20" E. 50.02 feet; 2) N. 00°32'40" E. 14.00 feet; 3) S. 89°27'20" E. 22.64 feet; 4) S. 85°18'55" E. 193.91 feet; 5) S. 89°27'20" E. 185.94 feet to the east boundary line of said entire tract; said boundary line also being the west right of way line of Fort Lane; thence S. 00°47'13" W. 26.00 feet along said right of way line; thence N. 89°27'20" W. 452.00 feet to the west boundary line of said entire tract; thence N. 00°47'13" E. 26.00 feet to the point of beginning. Part of 11-689-0004.

#### TOGETHER WITH:

A parcel of land in fee for the widening of SR-109, known as Gentile Street, Project No. SP-R299(13), being part of an entire tract of property, situate in Parcel 5, of the Fort Lane Village Subdivision plat, as per entry no. 2631115, book 5412, page 1117, Also, in NE1/4NW1/4 of Section 28, in T.4N., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the northeast corner of said parcel 5; said point of beginning also being 50.83 feet N. 89°27'20" W. along the north line of said section 28 and S. 00°32'40" W. 47.00 feet from the north quarter corner of said Section 28; and running thence S. 00°47'13" W. 26.00 feet along the east boundary line of said entire tract; thence N. 89°27'20" W. 205.00 feet to the west boundary line of said entire tract; thence N. 00°47'13" E. 26.00 feet to the north lot line of said parcel 5; thence S. 89°27'20" E. 205.00 feet along said lot line to the point of beginning. Part of 11-689-0005.

#### TOGETHER WITH:

A parcel of land in fee for the widening of SR-109, known as Gentile Street, Project No. SP-R299(13), being part of an entire tract of property, situate in Parcel 7, of the Fort Lane Village Subdivision plat, as per entry no. 2631115, book 5412, page 1117, Also, in NE1/4NW1/4 of Section 28, in T.4N., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the northeast corner of said parcel 7; said point of beginning also being 492.78 feet N. 89°27'20" W. along the north line of said section 28 and S. 00°32'40" W. 47.00 feet from the north quarter corner of said Section 28; and running thence S. 00°47'13" W. 26.00 feet along the east boundary line of said entire tract; thence N. 89°27'20" W. 392.74 feet to the westerly boundary line of said entire tract; thence N. 43°07'15" W. 31.79 feet; thence N. 85°44'07" E. 93.30 feet; thence S. 85°51'27" E. 76.83 feet; thence S. 89°27'20" E. 245.16 feet to the point of beginning. Part of 11-689-0007.