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1998

WHEN RECORDED, PLEASE
RETURN TO:

David J. Crapo
WOOD CRAPO LLC
500 Eagle Gate Tower
60 East South Temple
Salt Lake City, UT 84111

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JAMES ASHAUER, DAVIS CNTY RECORDER
1998 JUN 1 12:11 PM FEE 41.00 DEP EMA
REC'D FOR WESTERN STATES TITLE COMPANY

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JUN - 1 1998

Franklin Farms Phase 4
Lots 401 to 413
05-118 +

DECLARATION
OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE FRANKLIN FARMS SUBDIVISION PHASE 4

WHEREAS, R & L I, Limited Liability Company ("R & L"), a Utah limited liability company, is the record owner of real property situated in Davis County, Utah, known as the FRANKLIN FARMS SUBDIVISION PHASE 4, which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein (the "Property").

WHEREAS, R & L desires that the Property be developed generally in accordance with a master plan and general scheme of development into a residential community to be known as the "Franklin Farms Subdivision Phase 4."

WHEREAS, the Franklin Farms Subdivision Homeowners Association (the "Association"), has been or will be incorporated as a Utah non-profit corporation to act as a homeowners' association with the powers of managing, maintaining the Property, administering and enforcing the covenants, conditions and restrictions, administering and performing such other acts as are provided for or set forth in this Declaration of Protective Covenants, Conditions and Restrictions For the Franklin Farms Subdivision Phase 4 (this "Declaration") or which generally benefit its members or the Property.

THEREFORE, to further the general purposes herein expressed, R & L, for itself, its successors and assigns, hereby declares that all of the Property shall at all times, be owned, held, used and occupied subject to the provisions of this Declaration and to the covenants, conditions and restrictions herein contained.

I. DEFINITIONS

The following words, phrases or terms used in this Declaration shall have the following meanings:

(a) "Association" shall mean the Franklin Farms Homeowners Association, a Utah nonprofit corporation, organized or to be organized to administer and enforce the covenants and to exercise the rights, powers and duties set forth in this Declaration.

(b) "Board" shall mean the Board of Directors of the Association.

(c) "Lot" shall mean any area of real property within Franklin Farms Subdivision Phase 4 designated as a Lot on any subdivision plat recorded or approved by R & L.

(d) "Member" shall mean any person holding a membership in the Association.

(e) "Owner" shall mean (when so capitalized) the record holder of legal title to the fee simple interest in any Lot. If there is more than one record holder of legal title to a Lot, each record holder shall be an "Owner."

II. MEMBERSHIPS AND VOTING

2.1 Members. Every Owner of a Lot shall be a Member of the Association and, when more than one person is the Owner of any Lot, all such persons shall be Members. The rights and obligations of a Member shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership to an Owner's Lot and any such transfer shall automatically transfer the membership appurtenant to said Lot to the new Owner thereof.

2.2 Voting. Each Member shall be entitled to one vote for each Lot owned, subject to the authority of the Board to suspend the voting rights of the Member for violations of this Declaration in accordance with the provisions hereof. When any Lot is owned by more than one Member, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. The Association shall have no votes as to Lots owned by it.

2.3 No Cumulative Voting. In any election of the members of the Board, the Owner or Owners of a given Lot shall collectively have one vote for each Director position to be elected. The candidate receiving the highest number of votes for a given Director position shall be deemed elected. Cumulative voting shall not be allowed in the election of members of the Board or for any other purpose.

III. ASSOCIATION

3.1 Formation of Association. The Association shall be a nonprofit Utah corporation charged with the duties and invested with the powers prescribed by law and set forth in its articles and bylaws and this Declaration. Neither the articles nor bylaws of the Association shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

3.2 Board of Directors and Officers. The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with the articles and bylaws of the Association as the same may be amended from time to time. The initial Board shall be composed of three directors: Ronald L. Marshall, McRay Johnson, and LaPriel Wheelwright. The Board may also appoint various committees and appoint a President and other officers, who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Association.

3.3 Personal Liability. Neither R & L nor any director of the Board or committee member of the Association shall be personally liable to any Owner, Member, or to any other person, including the Association, for any damage, loss, claim or prejudice suffered or claimed on account of any act, omission to act, negligence, or other matter, of any kind or nature except for acts performed intentionally and with malice.

IV. RIGHTS AND POWERS OF ASSOCIATION

4.1 Association's Rights. In addition to the rights and powers of the Association set forth in this Declaration, the Association shall have such rights and powers as are set forth in its articles and bylaws.

4.2 Right of Enforcement The Association, as the agent and representative of the Members, shall have the right to enforce the covenants set forth in this Declaration. The Association, R & L or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations now or hereafter imposed by the provisions of this Declaration. In addition, the Association and R & L shall have the right to enforce at law or in equity, all liens and charges now or hereafter imposed by the provisions of this Declaration. If the Association, R & L or any Owner prevails in any proceeding at law or in equity to enforce the provisions of this Declaration the Association, R & L or such Owner, as applicable, is entitled to judgment against the breaching Owner or Member for costs and reasonable attorneys fees associated with the action. Failure by the Association or by R & L to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

4.3 Improper Maintenance and Liens. In the event any portion of any Lot is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots; or in the event any portion of a Lot is being used in a manner which violates this Declaration; or in the event any Owner is failing to perform any of its obligations under this Declaration or the architectural guidelines and standards of the Design Review Committee, the Board may by resolution make a finding to such effect, specifying the particular condition or conditions which exist, and give notice thereof to the offending Owner that unless corrective action is taken within fourteen days, the Board may cause such action to be taken at said Owner's cost. If at the expiration of said fourteen-day period of time the required corrective action has not been taken the Board shall be authorized and empowered to cause such action to be taken, and the cost thereof shall be assessed against such Owner.

If the assessed cost is not paid by such Owner within thirty days, the amount of the cost plus interest, collection costs and reasonable attorney's fees, constitutes a lien upon the Owner's Lot and upon the recording of notice of the lien by the Board, it is a lien upon the Owner's Lot prior to all other liens and encumbrances, recorded or unrecorded, except: (1) tax and special assessment liens on the Owner's Lot in favor of any assessing unit or special improvement district, and (2) encumbrances on the Owner's Lot recorded prior to the date such notice is recorded.

The above lien may be enforced by sale or foreclosure of the Owner's Lot by the Board. The sale shall be conducted in the same manner as foreclosures in deeds of trust or mortgages or in any manner permitted by law. The owner shall pay the costs, expenses and reasonable attorney's fees of any foreclosure or sale.

The Board in cases of extreme hardship may release any such lien if it receives other security for the payment of the delinquent costs which it deems sufficient to protect the interests of the Association.

V. DESIGN REVIEW COMMITTEE

5.1 Creation. There shall be established as a part of the Association a Design Review Committee (the "Committee"). The directors of the Board will serve as the members of the Committee. Additional Committee members may be appointed for specific terms by vote of the Board.

5.2 Purpose. The purposes of the Committee shall be to create, maintain and improve Franklin Farms Subdivision Phase 4 as a pleasant and desirable environment, to establish and preserve a harmonious design for the community and to protect and promote the value of the Property. Exterior design, landscaping and changes or alterations to existing use of the property shall be subject to review and approval by the Committee.

5.3 Powers. The Committee is hereby authorized to perform the design review functions prescribed in this Declaration and the Association's Bylaws and to carry out the provisions set forth therein. Before construction of any improvement on a Lot may commence, the Owner must submit the improvement plans and a

\$150 review fee to the Committee and the Committee must have reviewed and approved the plans. The Committee may reject any home, improvement or site plans it deems do not comply with the provisions of this Declaration.

VI. COVENANTS, CONDITIONS AND RESTRICTIONS

6.1 Use of Lots. Each Lot within Franklin Farms Subdivision Phase 4 shall be used only for the construction and occupancy of one single family dwelling, not to exceed two stories in height, together with off street parking in a minimum two-car garage, and parking aprons as approved or required by the Committee. Lots may also be used for the construction of typical residential amenities such as a family swimming pool, etc. Each Lot shall be used, improved and devoted exclusively for such single family residential use. No gainful occupation, profession, trade or other nonresidential use shall be conducted on the Property and no person shall enter into any Lot for engaging in such uses or for the purpose of receiving products or services arising out of such usage without review and approval the Committee and the appropriate officials of Bountiful City.

6.2 Architectural Control. No landscaping, grading, excavation, building, fence, wall, residence or other structure, or alteration of any kind shall be commenced, erected, maintained, improved, altered, or made until the construction plans and specifications along with a topographical plan showing the location of all improvements, including a detailed landscaping plan has been approved in writing by the Committee. All subsequent additions to or changes or alterations in any building, fence, wall or other structure, including exterior color scheme, and all changes in the grade of any Lot shall be subject to the prior written approval of the Committee. No changes or deviations in or from the plans and specifications once approved by the Committee shall be made without the prior written approval of the Committee. Subsequent to receiving approval of the Committee and prior to the commencement of construction, each Owner will be responsible for obtaining a building permit, if required, from Bountiful City.

6.3 Construction Quality, Size and Cost. The Committee will base its approval of construction plans, specifications, landscaping plans and other alterations on the acceptability and harmony of the external design of the proposed structures with respect to topography and grade, quality of materials, size, height, color, etc. The Committee shall have final control for approval of all color and material plans.

All structures constructed on the Property shall be of new materials, except pre-approved used brick, and shall be of good quality workmanship and materials. Only those exterior materials which will blend harmoniously to the natural environment, with special emphasis on earth toned colors, shall be permitted. Masonry (brick, stone and stucco) exterior is strongly encouraged. Log structures are prohibited. No siding (aluminum or vinyl) shall be permitted, except on the fascia or eaves. All roof materials and colors must be approved by the Committee. Roof materials must be of high quality, such as shake, tile, or designer metal shingles, architect grade asphalt shingle with dura ridge. The typical roof pitch should be 6/12 or greater. The Committee may grant a variance of the pitch. A minimum width of 10 inches shall be required on the fascia. All stacks and chimneys from fireplaces in which combustibles, other than natural gas, are burned shall be fitted with spark arresters. All Owners shall strictly comply with all state laws and city ordinances pertaining to fire hazard control. All mail boxes for the Lots will be uniform in style. The mail box specifications will be given to the Owners by the Committee.

All dwellings shall be required to have a decorative light fixture on each side of the garage. Said lights to be on a photocell to turn on after dark. No dwelling shall be permitted on any Lot costing less than \$125,000 to construct (exclusive of the cost of the Lot and landscaping) which amount shall be increased to reflect increases in construction and material costs that occur subsequent to the date this Declaration is recorded. Dwellings must have at least 2,600 square feet of living space. The main floor area of the dwelling shall not be less than 1,325 square feet. Single story dwellings must have at least 1,400 square feet on the main level.

6.4 Construction Time. The construction time for the exterior portion of any structure, shall not exceed 18 months from start to finish, including landscaping. "Start" shall be the instant any foliage is cut or removed in anticipation of the landscaping or construction to be built. All building debris, excavation, dirt, etc. associated with the building process shall be removed within the 18 month period. Such debris and excavation dirt shall not be permitted on any of the streets or sidewalks.

6.5 Building Location. No improvement shall be located on any Lot nearer than 30 feet to any front Lot line. No improvement shall be located nearer than 20 feet from a rear Lot line. All buildings shall be placed and built in accordance with the slope requirements and all other requirements of Bountiful City's ordinance specifications.

6.6 Landscaping. No fence, wall, or screen shall be erected without prior written approval of the Committee. No fence, wall, hedge or screen shall be erected that would obstruct sight lines or otherwise constitute a traffic hazard, particularly near driveways and street intersections. Lawn, patio and garden areas must be approved by the Committee. Owners are encouraged to plant trees and shrubs to enhance the natural beauty, provide windbreaks and improve erosion control. The planting of trees that will have a high profile and obstruct views from neighboring Lots is prohibited. Such trees may be pruned or removed at the discretion of the Committee. No trees shall be planted in the park strip areas (only grass will be allowed in the park strip areas). No plantings or structures shall be placed or permitted which may damage or interfere with established slope ratios, create erosion or change the direction of drainage channels. All materials used to retain and contour the slope of any Lot or improvement must conform with the natural beauty and color of the Property and must be approved by the Committee. Each dwelling unit shall have installed, around its perimeter, an out-door sprinkler system for fire protection and irrigation.

6.7 Temporary Occupancy and Temporary Buildings. No trailer, basement of any incomplete building, tent, shack, garage or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling on any property shall be removed immediately after the completion of construction.

6.8 Out Buildings. It is understood that out buildings such as swimming pool and dressing facilities may be constructed on any Lot as long as they are in conformity with the requirements of this Declaration and are approved by the Committee.

6.9 Exterior Antennas, Lights and Power Lines. Exterior antennas are prohibited. Exposed metal flues, vents, ventilator or other metallic rooftop protrusions shall be coated or painted with a neutral color which will blend harmoniously with the surrounding Property. Satellite dishes will be allowed provided they are placed or screened so they are not visible to neighboring properties and streets. The location of satellite dishes must be approved by the Committee. Exterior lighting that is detached from the dwelling will not be allowed unless approved by the Committee. It is anticipated that variances for exterior lights, detached from the dwelling, that are positioned above a one-story level will rarely be given. All power lines and similar type cables shall be buried underground.

6.10 Nuisances; Construction Activities. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Normal construction activities and parking in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick block, lumber and other building materials will be piled only

in such areas as may be approved by the Committee. In addition, any construction equipment and building materials stored or kept on any Lot during construction of improvements may be kept only in areas approved by the Committee, which may also require screening of the storage areas.

No articles, materials, equipment or vehicles of any nature shall be parked or stored on any street located within the Property. Licensed, regularly used passenger vehicles (i.e. visitor vehicles) may be parked in the streets of the Property for brief periods of time not longer than twenty four hours. Overnight parking of such vehicles should generally be restricted to the driveway of the dwelling being visited. No automobiles, trailers, boats, racks, snowmobiles, motorhomes, recreational vehicles or any other type of vehicles shall be stored on driveways. Such vehicles that are properly licensed and in running condition may be stored on side lots if properly screened from view. The acceptability of the screening structure must be approved by the Committee. Unlicensed vehicles or vehicles that are not in running condition must be stored in garages or at locations off the Property.

No oil or gas drilling, development, operations, refining, storage, quarrying or mining operation of any kind shall be permitted upon or in any Lot.

The burning of rubbish, leaves or trash on the Property is prohibited. Trash containers shall be covered and kept screened from view from the street in suitable enclosed areas, except during collection.

No Owner, shall permit any thing or condition to exist upon any Lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

The Committee in its sole discretion shall have the right to determine the existence of any nuisance.

6.11 Signs. No signs of any kind shall be displayed to public view on any Lot except one sign of not more than five square feet advertising the property for sale or rent. Signs used by a builder or developer, up to twelve square feet, may be displayed to advertise the improvement or Lot during the construction period. The placement of signs, graphics, or advertisements which are permanent in nature or represent advertisement for small business conducted in the home is prohibited.

6.12 Animals. The Association is committed to the preservation and protection of native animal wildlife which may from time to time wander onto and through the Property. Such wildlife shall not be fed or hunted within Franklin Farms Subdivision Phase 4. No animal, bird, fowl, poultry or livestock of any kind shall be raised, bred or kept on any Lot except that domestic dogs (a maximum of two), cats (maximum of three) and other household pets may be permitted by the Association so long as they are maintained in accordance with this Declaration and any additional rules and regulations imposed by the Association and are not a nuisance or kept, bred or maintained for any commercial purposes. No dog owned by any Owner or in said Owner's control or custody shall be allowed to roam unattended in Franklin Farms Subdivision Phase 4. Each Owner who intends to keep a dog on their Lot, must keep the dog in their house or construct a dog run or kennel for the purpose of confinement and in a manner and location approved by the Committee and applicable zoning for Franklin Farms Subdivision Phase 4. At all other times, dogs shall be on a leash and under the direct control and supervision of said Owner.

6.14 Repair of Building. No building or structure on any Lot shall be permitted to fall into disrepair and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, subject to the approvals required by Subsection 6.1 above, such building or structure shall be immediately repaired or rebuilt or shall be demolished.

6.15 Restriction on Further Subdivision, Property Restrictions and Rezoning. No Lot shall be further subdivided or separated into smaller lots by any Owner, and no portion less than all of any such Lot, nor any

easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Board, which approval must be evidenced on a document recorded with the county recorder. No further covenants, conditions, restrictions or easements shall be recorded by any Owner or other person against any Lot without the provisions thereof having been first approved in writing by the Board and any covenants, conditions, restrictions or easements recorded without such approval being evidenced thereon shall be null and void. No application for rezoning of any Lot, and no applications for variances or use permits, shall be filed with any governmental authority unless the proposed use of the Lot has been approved by the Board and the proposed use otherwise complies with this Declaration.

VII. ELECTION TO BE INCORPORATED WITH PHASE 1

7.1 Incorporation with Phase 1. Pursuant to Section 7.1 of the Declaration of Protective Covenants, Conditions and Restrictions for the Franklin Farms Subdivision Phase 1 which were recorded with the Davis County Recorder on December 22, 1994 as Entry 1158257, Book 1833, page 616, R & L previously elected to incorporate Phases 2 and 3 within the Declarations of Phase 1. The Declaration of Protective Covenants and Conditions and Restrictions for Franklin Farms Subdivision Phases 2 and 3 were recorded with the Davis County Recorder on August 23, 1995 as Entry 1195620, Book 1908, page 147; and on April 4th., 1996 as Entry 1238848, Book 1986, page 1146, respectively. Pursuant to Section 7.1 of the Declarations for Phase 1, R & L hereby elects to incorporate Phase 4 within the Declarations of Phases 1, 2 and 3. Accordingly, these Declarations are deemed to be merged and unified with the Declarations of Phases 1, 2 and 3 so that Phase 1, Phase 2, Phase 3, and Phase 4 are treated as one project. Pursuant to Section 7.1 of the Declarations of Phase 1, R & L declares that (1) the provisions of the Declarations of Phases 1, 2 and 3 shall run with the land covered by these Declarations, (2) with minor exception these Declarations are identical to the Declarations of Phases 1, 2 and 3, and (3) the Board has issued a resolution authorizing this incorporation.

VIII. AMENDMENTS

8.1 Term; Method of Termination. This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect for a term of twenty years from the date of recordation. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods of ten years each, unless there is an affirmative vote to terminate this Declaration by the then Members casting seventy-five percent of the total votes entitled to be cast at an election held for such purpose within six months prior to the expiration of the initial effective period hereof or any ten year extension. This Declaration may be terminated at any time if at least ninety percent of the votes cast by all Members shall be cast in favor of termination at an election held for such purpose. No vote to terminate this Declaration shall be effective unless and until the written consent to such termination has been obtained, within a period from six months prior to such vote to six months after such vote, from the holders of recorded first mortgages or deeds of trust not less than on seventy-five percent of the Lots upon which there are such recorded first mortgages and deeds of trust. If the necessary votes and consents are obtained, the Board shall cause to be recorded in the Davis County real property records a "Certificate of Termination", duly signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures acknowledged. Thereupon the covenants herein contained shall have no further force and effect, and the Association shall be dissolved pursuant to the terms set forth in its articles.

8.2 Amendments. This Declaration may be amended by recording in the Davis County real property records a "Certificate of Amendment", duly signed and acknowledged as required for a Certificate of Termination. The Certificate of Amendment shall set forth in full the amendment adopted, and shall certify that at an election duly called and held pursuant to the provisions of the articles and bylaws of the Association the Members casting seventy-five percent of the votes at the election, voted affirmatively for the adoption of the

amendment. Any amendment shall be effective only if the written consent from the holders of recorded first mortgages or deeds of trust on seventy-five percent of the Lots upon which there are such recorded first mortgages or deeds of trust is obtained.

IX. MISCELLANEOUS

9.1 Interpretation of the Covenants. Except for judicial construction, the Association, by its Board, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by the Covenants and provisions hereof.

9.2 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

9.3 Rule Against Perpetuities. Each provision contained in this Declaration which is subject to the laws or rules sometime referred to as the rule against perpetuities or the rule prohibiting unreasonable restraints or alienation shall continue and remain in full force and effect for the period of 21 years following the death of the last survivor of the issue of Utah Governor Michael Leavitt, and the now living children of said issue, or until this Declaration is terminated as hereinafter provided, whichever first occurs. All other provisions contained in this Declaration shall continue and remain in full force and effect in accordance with Section 7.1 hereof.

9.4 Rules and Regulations. In addition to the right to adopt rules and regulations on the matters expressly mentioned elsewhere in this Declaration, the Association shall have the right to adopt rules and regulations with respect to all other aspects of the Association's rights, activities and duties, provided said rules and regulations are not inconsistent with the provisions of this Declaration.

IN WITNESS WHEREOF, R & L has hereunto caused its name to be signed by the signature of its duly authorized official as of the day and year written.

R & L I, Limited Liability Company

By: *[Handwritten Signature]*

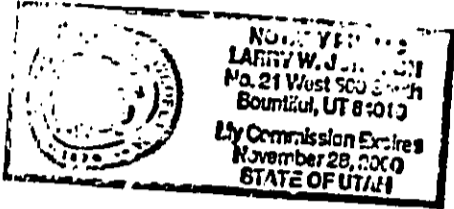
Title: *[Handwritten Title]*

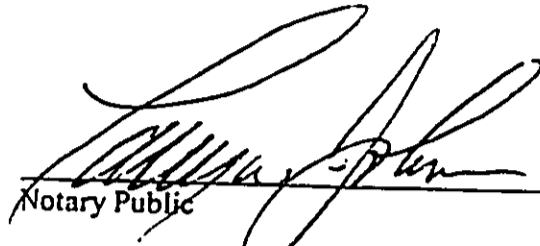
STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

E 1409146 B 2300 P 677

The foregoing instrument was acknowledged before me this 7th day of May, 1998 by
Ronald L. Marshall as Manager of R & L I, Limited Liability Company.

Witness my hand and official seal.




Notary Public
My commission expires: 11-28-2000

(Attached to and forming a part of
Declaration of Protective Covenants,
Conditions and Restrictions
for Franklin Farms Subdivision Phase 4)

LEGAL DESCRIPTION OF THE PROPERTY

FRANKLIN FARMS
SUBDIVISION PHASE 4

The land referred to is located in the County of DAVIS, State of Utah and is described as follows:

Boundary Description

Beginning at the East Corner of Lot 314 of Franklin Farms Subdivision Phase 3 in Bountiful City, Davis County, Utah, which point is also N 0°52'27"W 333.26 ft. along the Quarter Section Line and East 144.55 ft. from the Center of Section 31, T.2N., R.1E., S.L.B.&M. and running thence S 66°58'22"E 79.31 ft.; thence S 23°45'29"E 107.35 ft.; thence Northeasterly 229.41 ft. along the arc of a 277.00 ft. radius curve to the right through a central angle of 47°27'09" (chord bears N 89°58'06"E 222.91 ft.); thence Easterly 22.26 ft. along the arc of a 16.72 ft. radius curve to the left through a central angle of 90°00'00" (chord bears N 68°41'40"E 23.65 ft.); along boundary of city property; thence along the Northwest boundary of Orchard Drive (a 66 ft. wide road) as dedicated in Book 1040, Page 917, of Davis County Official Records in the following two courses: S 23°41'40"W 59.31 ft., Southwesterly 28.18 ft. along the arc of a 1,687.00 ft. radius curve to the right through a central angle of 0°57'25" (chord bears S 24°10'23"W 28.18 ft.); thence Northerly 26.18 ft. along the arc of a 16.49 ft. radius curve to the left through a central angle of 90°57'25" (chord bears N 20°49'38"W 23.51 ft.); thence Westerly 293.39 ft. along the arc of a 223.00 ft. radius curve to the left through a central angle of 75°22'48" (chord bears S 76°00'16"W 272.68 ft.); thence S 38°18'52"W 202.07 ft.; thence Southwesterly 128.58 ft. along the arc of a 227.00 ft. radius curve to the right through a central angle of 32°27'14" (chord bears S 54°32'29"W 126.87 ft.); thence S 0°31'36"E 249.42 ft.; thence S 87°31'19"W 189.13 ft.;

thence N 2°28'41"W 11.48 ft. along the East boundary of 100 West Street (a 32 ft. wide road); thence S 87°31'19"W 44.97 ft. along the North boundary of 2500 South Street (a 32 ft. wide road); thence N 10°57'40"W 213.50 ft. along the extended boundary of Franklin Farms Subdivision Phase 2; thence along the boundary of said Phase 2 in the following three courses: N 21°34"E 155.86 ft., N 59°04'10"W 63.40 ft., N 45°32'51"W 62.53 ft.; thence N 61°32'49"E 120.54 ft. along the boundary of Franklin Farms Subdivision Phase 1; thence N 37°44'30"E 83.62 ft.; thence N 21°29'49"E 40.93 ft.; thence along the boundary of said Franklin Farms Subdivision Phase 3 in the following four courses to the Point of Beginning: S 64°22'40"E 206.40 ft., N 68°35'17"E 98.44 ft., N 38°17'50"E 109.06 ft., N 13°07'49"E 91.67 ft.

Containing: 5.3755 Acres

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