

WHEN RECORDED PLEASE RETURN TO:

2339327
BK 4463 PG 1400

Wyndom Square L.L.C., a Utah Limited Liability Company
1412 S. Legend Hills Dr., Ste 327
Clearfield, Utah 84015

E 2339327 B 4463 P 1400-1401
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
2/5/2008 2:49:00 PM
FEE \$16.00 Pgs: 2
DEP eCASH REC'D FOR BONNEVILLE SUPERIOR

126101
09-050-0081 (part of)

INGRESS AND EGRESS EASEMENT

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WYNDOM SQUARE, L.L.C., a Utah limited liability company, owner of Lot 1, Wyndom Square Commercial Subdivision, Phase 2, Layton City, Davis County, Utah ("GRANTOR"), hereby grants, conveys, sells, and sets over unto WYNDOM SQUARE, L.L.C., a Utah limited liability company, owner of Lots 2, 3 and 4 of Wyndom Square Commercial Subdivision, Phase 2, Layton City, Davis County, Utah, its successors and assigns ("GRANTEE"), a perpetual right-of-way and easement for ingress and egress across that certain portion of GRANTOR's land, as more fully described as follows:

25-foot Easement for Ingress and Egress across Lot 1, Wyndom Square Commercial Subdivision, Phase 2

Beginning at a point on the East line of North Hills Drive, said point being North 0° 21'28" East 466.09 feet along the North line of Wyndom Highlands Subdivision, Phase 3 and North 89° 05'07" West 410.44 feet along the North line of said subdivision and North 0° 21'28" East 21.00 feet along the East line of North Hills Drive from the Southeast Corner of Lot 316, Wyndom Highlands, Phase 3, a subdivision that is part of the Northwest Quarter of Section 10, Township 4 North, Range 1 West, Salt Lake Base and Meridian, Layton City, Davis County, Utah and running thence North 0° 21'28" East 25.00 feet along the East line of North Hills Drive; thence South 89° 05'07" East 172.32 feet to the West line of the ~~proposed~~ Lot 2 of Wyndom Square Commercial Subdivision, Phase 2; thence South 09° 49'54" West 25.31 feet along said line; thence North 89° 05'07" West 168.15 feet to the point of beginning.

GRANTOR warrants that it and no one else holds title to the above described property and that it has authority to grant said easement to the GRANTEE.

GRANTOR shall not build or construct or permit to be built or constructed, any building or other improvement over or across said right-of-way nor change the contour thereof without the written consent of GRANTEE. This right-of-way and ingress and egress easement grant shall run with the land and be binding upon and inure to the benefit of the successors and assigns of GRANTOR and GRANTEE.

Notwithstanding the common ownership of the GRANTOR and GRANTEE, the doctrine of merger will not extinguish this easement.

IN WITNESS WHEREOF, the GRANTOR has executed this right-of-way and easement this 31 day of January, 2008.

GRANTOR: WYNDOM SQUARE, L.L.C.,
a Utah limited liability company

By: Wayne A. Belleau
Wayne A. Belleau
Its: Manager

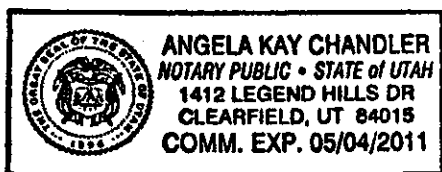
By: Teton Investment Holding, L.P.
Its: Manager

By: Teton Land Company, L.L.C.
Its: General Partner

By: Gary M. Wright
Gary M. Wright
Its: Operating Manager

STATE OF UTAH)
 : ss.
COUNTY OF Davis)

The foregoing instrument was acknowledged before me this 4th day of February, 2008, by Wayne A. Belleau, as the Manager of WYNDOM SQUARE, L.L.C., a Utah limited liability company, and acknowledged to me that said limited liability company executed the same.



[Signature]
NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF Davis)

The foregoing instrument was acknowledged before me this 5th day of February, 2008, by Gary M. Wright, as the Operating Manager of Teton Land Company, L.L.C., the General Partner of Teton Investment Holding, L.P., the Manager of WYNDOM SQUARE, L.L.C., a Utah limited liability company, and acknowledged to me that said limited liability company executed the same.

Nobalee W. Rhoades
NOTARY PUBLIC

