

WHEN RECORDED PLEASE RETURN TO:

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

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
2/20/2008 3:54:00 PM

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RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (the "Agreement") is made and entered into this 19th day of February, 2008, by and between Wyndom Square, L.L.C., a Utah limited liability company ("Owner"), owner of Lots 2, 3 and 4 of Wyndom Square Commercial Subdivision, Phase 2 Layton City, Davis County, Utah ("Parcels").

WHEREAS, Owner desires that the Parcels be benefited and burdened by the following nonexclusive, perpetual and reciprocal easement which is hereby imposed upon the Parcels and all present and future Owner's and Permittees of the Parcels:

1. An easement for reasonable access, ingress and egress over all paved driveways, roadways and walkways as presently or hereafter constructed and constituting a part of the common areas located on the Parcels including, without limitation, all driveways and access points, so as to provide for the passage of motor vehicles and pedestrians between all portions of the common areas of the Parcels intended for such purposes, and to and from all abutting streets or rights of way furnishing access to such Parcels.

2. At least one access point between the each Parcel shall be maintained by the Owner of the respective parcels in order to provide for reasonable use of the easement. The access points shall in no event be blocked, closed, or removed. There shall be maintained between the access points a smooth and level grade transition to allow the use of the driveways and access openings for pedestrian and vehicular ingress and egress as set forth above. Except with respect to the access points and access openings, Owner shall be permitted to maintain a fence, curbing, landscaping or other improvements along the boundary line of its Parcel.

3. It is intended that the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

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COUNTY OF Davis) : ss.

The foregoing instrument was acknowledged before me this 19th 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

