

WHEN RECORDED, PLEASE MAIL TO:

MRP CLINTON, LLC
Attn: Matt McWhirter
294 Interstate North Circle, Building 2, Suite 150
Atlanta, GA 30339

14-606-0001, 0002

DECLARATION OF RECIPROCAL EASEMENTS D

THIS DECLARATION OF RECIPROCAL EASEMENTS (this "**Declaration**") is made this ___ day of _____ 2023 by RONALD E. PERRY and BRENDA B. PERRY, each a Utah resident (collectively, "**Declarant**").

RECITALS

A. Declarant is the fee owner of certain real property located in Clinton, Davis County, Utah, as described on Exhibit A attached hereto (the "**East Parcel**").

B. Declarant is the fee owner of certain real property located in Clinton, Davis County, Utah, as described on Exhibit B attached hereto (the "**West Parcel**").

C. Declarant desires to establish certain non-exclusive easements across the East Parcel and West Parcel for the installation, maintenance, repair, replacement, and use of: (i) any existing and proposed utility lines thereon; (ii) access, ingress, and egress by pedestrian and vehicular traffic thereon; and (ii) stormwater drainage thereon, all as more particularly set forth and described herein (collectively, the "**Easements**").

D. Prior to the date hereof, Declarant entered into that certain Access Easement Agreement with Clinton Holdings, LLC, a Utah limited liability company, which was recorded on August 17, 2023, as Entry No. 3540599, in Book 8318, Page 484, in the office of the Davis County, Utah Recorder, as corrected by that certain Affidavit of Clerical Error, which was recorded on August 29, 2023, as Entry No. 3542081, in Book 8326, Page 766, aforesaid records (the "**Easement Agreement**").

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant makes the following declarations, creates the following easements and establishes the following covenants, conditions and restrictions, all of which apply to, bind, affect and run with title to the East Parcel and West Parcel:

1. **Definitions.** Certain capitalized terms which are used in this Declaration are defined in this Declaration prior to this Section 1. In addition to those previously defined terms, the following capitalized terms shall have the meanings indicated.

a. **"Benefitted Parties"** means, with respect to a Parcel, the Owners and Occupants of that Parcel, and their respective employees, contractors, agents, tenants, subtenants, customers, guests and invitees.

b. **"Building"** means any building constructed on a Parcel (including, without limitation, all extensions or projections thereof, all structures or facilities accessory or integral thereto, and any canopies or overhangs, porches, enclosed walkways, and similar items), but excluding a separately standing parking garage.

c. **"Detention Pond"** means a stormwater detention pond located on the West Parcel as identified on the site plan attached hereto as Exhibit D.

d. **"Drive Areas"** means the areas on the Parcels used as traffic lanes, curb cuts, driveways or similar areas for ingress and egress of vehicles and pedestrians, which exist at any time and from time to time. Drive Areas does not include any land on a Parcel on which a Building is located, or which is used for landscaping or parking.

e. **"Easement Areas"** means the areas on the Parcels where the Easements are located.

f. **"Governmental Restrictions"** means all laws, statutes, ordinances, codes, decrees, rulings, regulations, writs, injunctions, orders, rules, conditions of approval or authorization of any governmental entity, agency or political subdivision, whether now in force or which may hereafter be in force.

g. **"Mortgage"** means a recorded mortgage, deed of trust or other security agreement creating a lien on a Parcel or a portion of a Parcel as security for the payment of indebtedness.

h. **"Mortgagee"** means the mortgagee, beneficiary or other secured party under a Mortgage.

i. **"Occupant"** means any party that, by virtue of a contract to purchase, a lease, a rental arrangement, a license or any other instrument, agreement, contract, document, understanding or arrangement is entitled to or does occupy, possess or use any Parcel or portion of any Parcel.

j. **“Owner”** means the Person that, at the time concerned, is the owner of record in the office of the County Recorder of Davis County, Utah of a fee interest in any Parcel or portion of any Parcel. In the event that, at any time, more than one Person owns the fee interest in a Parcel, they shall constitute one (1) Owner, and liability of each such Person for performance or compliance with the applicable provisions of this Declaration shall be joint and several. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term “Owner” shall not mean or include a Mortgagee unless and until such Person has acquired fee title to the Parcel encumbered by a Mortgage pursuant to foreclosure, trustee’s sale or any arrangement or proceeding in lieu thereof.

k. **“Parcel”** means any one of the Parcels.

l. **“Parcels”** means the East Parcel and the West Parcel; provided if either of the Parcels is further subdivided, the definition of “Parcels” shall be deemed to be amended to apply to each of the subdivided Parcels.

m. **“Person”** means a natural person, a legal entity or a trust.

n. **“Shared Cost Drive Areas”** means, collectively, the portions of the Drive Areas located on the East Parcel and West Parcel that are identified as “Shared Cost Drive Areas” on the site plan attached hereto as Exhibit E.

o. **“Utility Easement Area”** means the portions of the Parcels on which the utility facilities depicted on Exhibit C attached hereto are located.

2. **Grant of Rights-of-Way and Easements.** Declarant hereby creates the following easements and rights of way:

a. *Pedestrian Access Easement.* The Parcels shall each have appurtenant thereto and shall be benefitted by, and each Parcel shall be subject to and burdened by, a perpetual, non-exclusive right-of-way and easement across the sidewalks or walkways on each Parcel for use by pedestrians who are Benefitted Parties.

b. *Vehicular Access Easement.* The Parcels shall each have appurtenant thereto and shall be benefitted by, and each Parcel shall be subject to and burdened by, a perpetual, non-exclusive right-of-way and easement across the Drive Areas on each Parcel for the purpose of furnishing access and the right of access for the vehicles of the Benefitted Parties of each Parcel across the Drive Areas on the other Parcel.

c. *Utility Easement.* The Parcels shall each have appurtenant thereto and shall be benefitted by, and each Parcel shall be subject to and burdened by, a perpetual, non-exclusive easement for the installation, repair and maintenance of underground utilities, including, but not limited to, electrical power lines, natural gas lines, culinary water lines, sanitary sewer lines, storm water lines, internet and other telecommunication cables or fiber optics and related facilities (collectively, the **“Utility Lines”**) over, across and under the Utility Easement Area.

d. *Stormwater Easement.* The Parcels shall each have appurtenant thereto and shall be benefitted by, and each Parcel shall be subject to and burdened by, a perpetual, non-exclusive easement across each Parcel for the purpose of drainage of surface water on, over, across, under and through each Parcel.

3. Mortgagee Protection.

a. No amendment to this Declaration shall in any way affect the rights of any Mortgagee pursuant to a Mortgage that is recorded at the time of the recordation of the amendment, or the rights of any successor in interest or title to such Mortgagee, either before or after such Mortgagee or its successor enters into possession or acquires title pursuant to foreclosure, trustee's sale or any deed, arrangement or proceeding in lieu thereof, unless such Mortgagee consents or subordinates its lien in writing to such amendment.

b. A breach of any of the covenants, provisions, or requirements of this Declaration shall not result in any forfeiture or reversion of title or of any other interest in the East Parcel or West Parcel. A breach of any of the covenants, provisions, or requirements of this Declaration shall not defeat, impair or render invalid the lien of or other rights under any Mortgage. Unless and until it enters into possession or acquires title pursuant to foreclosure, trustee's sale or any deed, arrangement or proceeding in lieu thereof, a Mortgagee shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, any of the covenants, provisions, or requirements of this Declaration except the obligation to subordinate its lien or security interest to this Declaration.

4. Maintenance.

a. *Maintenance of Drive Areas.* All Drive Areas situated on a Parcel shall be continuously maintained and kept clean and in good order, condition and repair and in full compliance with all Governmental Restrictions by the Owner of the Parcel on which the same are located.

b. *Maintenance of Utility Lines.* Regardless of which Parcel such Utility Lines are located on, all Utility Lines shall be continuously maintained in good order, condition and repair and in full compliance with all Governmental Restrictions by the Owner of the Parcel that is served by or otherwise benefitted by such Utility Lines, and such Owner shall use commercially reasonable efforts in the performance of such maintenance to avoid unreasonably disturbing the other Owner's use and enjoyment of such Owner's Parcel.

c. *Maintenance of Detention Pond.* Notwithstanding anything to the contrary in this Section 4, the Owner of the East Parcel and the Owner of the West Parcel shall share in the costs of maintaining, repairing, and keeping in compliance the Detention Pond. The Owner of the East Parcel shall be responsible for Forty-Two Percent (42.00%) of such costs, and the Owner of the West Parcel shall be responsible for Fifty-Eight Percent (58.00%) of such costs.

d. *Maintenance of Shared Cost Drive Areas.* Notwithstanding anything to the contrary in this Section 4, the Owner of the East Parcel and the Owner of the West Parcel shall share in the cost of maintenance, capital repairs, and replacement of the Shared Cost Drive Areas as shown on the attached Exhibit E, with the costs specified in the Easement Agreement for the maintenance, repair, and replacement of the CH Easement Area and the Perry Easement Area (as such terms are used and defined in the Easement Agreement) being included in such cost sharing as shown on the attached Exhibit E, provided the Owners shall not otherwise share in the cost of maintaining, repairing, and keeping in compliance such Shared Cost Drive Areas.

e. *Maintenance Required Due to Owner.* Notwithstanding anything to the contrary in this Declaration, each Owner shall be responsible at its sole cost and expense to repair any damage to the Detention Pond, Drive Areas or the Utility Lines that is directly caused by the actions of such Owner, its tenants, employees, agents or contractors.

f. *Failure to Maintain.* If any party fails to perform any duties or responsibilities assigned to it in this Declaration (specifically including, but not limited to, the provisions set forth in Section 4.a. – 4.e. herein above), then the non-defaulting party may, after providing thirty (30) days' written notice to the defaulting party (or such additional period as may be reasonably necessary to cure such failure provided that the defaulting party commences the cure within the original thirty (30) day period and thereafter diligently prosecutes the cure to completion), enter upon such Parcel as is necessary to perform such work on behalf of the defaulting party, in which event the non-defaulting party shall be entitled to reimbursement of the actual costs expended, together with interest at the rate of ten percent (10%) per annum on amounts not paid and not disputed in writing within thirty (30) days after invoice and the right to lien the defaulting party's interest in its respective Parcel until paid. Notwithstanding anything in the foregoing to the contrary, the terms and provisions of this Section are not intended, and shall not be construed, to limit any of the other remedies available hereunder.

5. Alteration, Relocation or Changes to Drive Areas. The Owner of a Parcel shall not be permitted to alter, relocate, or change the configuration of the Drive Areas or the Utility Lines on the Parcel which it owns until such Owner has received written permission from the Owner of the other Parcel, which shall not be unreasonably withheld, conditioned, or delayed, and only upon strict compliance with the provisions of this Section.

a. The Owner proposing to make any alteration, relocation, or change shall provide to the Owner of the other Parcel written notice of, and conceptual plans for, the proposed alteration, relocation or other change not less than thirty (30) days before any work commences.

b. Any proposed alteration, relocation or other change shall comply in all respects with all Governmental Restrictions.

c. Any proposed alteration, relocation or other change shall not adversely impact the rights of the Benefitted Parties of the other Parcel.

d. The Owner proposing to make any alteration, relocation or other change on its Parcel shall pay the entire cost of such alteration, relocation or change.

e. The Owner proposing to make such alteration, relocation or change on its Parcel may not perform any work on, or stage any work from the other Parcel without the consent of the Owner of the other Parcel, which consent shall not be unreasonably withheld, conditioned or delayed.

6. Effect on Parcel Development. The Declarant hereby acknowledges and agrees that the East Parcel and West Parcel are each subject to development such that certain Buildings and other improvements may be constructed on each Parcel. Notwithstanding anything herein to the contrary, the Easements granted hereunder, and the Easement Areas established hereby shall not interfere with any Owner's development of its respective Parcel. The grantee of any easement granted hereunder shall account for the Buildings and other improvements, whether now existing, planned, or to be planned and constructed, on each Parcel in such grantee's use of the Easements, specifically including, but not limited to, the construction, installation, operation, and maintenance of said Easement and Easement Area. All Owners shall work together in good faith in the construction of the Easements granted hereunder so as to not interfere with any Owner's development of a Parcel, as contemplated by this Section 6.

7. Amendment or Termination; Duration of Declaration. This Declaration may be amended or terminated, but only by an instrument filed for record in the office of the County Recorder of Davis County, Utah that is executed by all of the Owners of the Parcels. The term of this Declaration is perpetual; this Declaration shall be and remain in force and effect until terminated pursuant to this Section.

8. Covenants to Run with Land. This Declaration and the easements and covenants created by this Declaration are intended by the Declarant to be and shall constitute covenants running with the land as to each of the Parcels, and shall be binding upon and shall inure to the benefit of each Owner and any Person who acquires or comes to have any interest in any Parcel, and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors, and assigns. This Declaration and all of the easements, covenants, provisions, and requirements hereof shall also inure to the benefit of each Owner and each Person owning any interest in or occupying any portion of a Parcel. Each Owner shall comply with, and all interests in all Parcels shall be subject to, the terms of this Declaration. By acquiring, in any way coming to have an interest in, or occupying a Parcel, the Person so acquiring, coming to have such interest in, or occupying a Parcel, shall be deemed to have consented to, and shall be bound by, each and every provision of this Declaration.

9. Enforcement. The Owner of a Parcel or any portion of a Parcel shall have the right to enforce, through any permitted proceeding at law or in equity, the terms, provisions, restrictions and requirements of this Declaration as this Declaration may be amended from time to time pursuant to Section 6. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, covenants and requirements of this Declaration shall not result in or be construed to be an abandonment or termination of this Declaration or any waiver of the right to insist upon such performance or compliance with the terms of this Declaration in the future. If

any action or proceeding is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of, this Declaration, the party prevailing in such action shall be entitled to recover from the unsuccessful party reasonable attorneys' fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court or the arbitrator and made a part of any judgment rendered.

10. Liens. Each Owner shall keep the Easement Areas free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for, or under such Owner, and the Owner causing such work to be performed will indemnify, hold harmless and agree to defend the other Owner from any liens that may be placed on the Easement Areas pertaining to and/or arising from any work performed, materials furnished, or obligations incurred by, through, for, or under such causing Owner. Any such liens shall be released of record within thirty (30) days.

11. Indemnification. Each Owner shall indemnify, defend and hold harmless any other Owner, and such other Owner's agents, employees, officers, members, directors, managers, and/or affiliates, from and against any and all loss (including loss of use), claim, action, proceeding, liability, damage, demand, cost and expense (including reasonable attorneys' fees actually incurred) arising out of (i) the use of the Easements by the indemnifying Owner or its agents, guests, employees, affiliates or invitees, (ii) personal injury, death, or property damage occurring on or from its own Parcel, except to the extent such loss, claim, action, proceeding, liability, damage, demand, cost and expense result from the gross negligence or wrongful conduct by the other Owner.

12. No Merger. The ownership of all the Parcels by the same party will not effect the termination of this Declaration.

13. Estoppel Certificates. Each Owner, upon written request of an Owner, shall execute, acknowledge and deliver, without charge and within fifteen (15) days following such request, an estoppel certificate certifying to the requesting Owner (and any other party reasonably requested by such Owner), at minimum: (i) whether this Declaration is in full force and effect and whether it has been amended, (ii) whether the Site Work as described in Section 14 herein below has been completed and all costs associated therewith have been paid in full, and (iii) whether, to the actual knowledge of the Owner providing the information, the requesting Owner is in default under this Declaration and, if so, stating in detail the default that is claimed.

14. Initial Site Work. Declarant acknowledges that there is certain work required for the development of the Parcels and installation of certain improvements related to the Easements granted herein. Declarant further acknowledges that, at the time of this Declaration, Declarant is contemplating the sale of the West Parcel. The costs of the requisite civil design related to the Easements shall be the obligation of the Owner of the West Parcel and the Owner of the West Parcel shall control and coordinate the same. The Owner of the West Parcel shall further coordinate and control all construction and site work related to the Easements which shall include, without limitation: erosion control, grading, stormwater control, concrete work (specifically including, but not limited to, curbing and guttering), paving and striping of any roadway or parking lot, water and/or sewer line installation, electric line installation, and such other work related thereto

(collectively, the "Site Work"). The Owners shall be responsible for the actual costs incurred for the Site Work performed on their respective Parcel (i.e., the costs of the Site Work shall be allocated based on the extent of the Site Work carried out on each Owner's Parcel). In furtherance of the foregoing, the Owner of the West Parcel shall be solely responsible for the actual costs for improving the Perry Easement Area (as such term is used and defined in the Easement Agreement).

Upon the Owners' receipt of written notification from the general contractor of their allocated costs of the Site Work, each Owner shall directly remit payment to the general contractor within thirty (30) days of receipt of such notice. If an Owner fails to timely remit payment to the general contractor for its allocated costs of the Site Work, then the non-defaulting Owner shall have the right (but not the obligation) to remit to the general contractor the defaulting Owner's allocated costs of the Site Work, and the defaulting Owner shall fully reimburse the non-defaulting Owner within thirty (30) days of such payment. In the event that the defaulting Owner fails to timely and fully reimburse the non-defaulting Owner, then interest shall accrue on the unpaid amount at the rate of ten percent (10%) per annum until the defaulting Owner fully reimburses the non-defaulting Owner along with the accrued interest thereon, and the non-defaulting Owner shall have the right to lien the defaulting Owner's interest in the defaulting Owner's Parcel until paid. Notwithstanding anything in the foregoing to the contrary, the terms and provisions of this Section are not intended, and shall not be construed, to limit any of the other remedies available hereunder.

15. Miscellaneous. This Declaration, any amendment or termination hereof, and any supplement hereto shall take effect upon its being filed for record in the office of the County Recorder of Davis County, Utah. All Section titles or captions in this Declaration are for convenience only, shall not be deemed part of this Declaration and in no way define, limit, extend or describe the scope or intent of any provisions of this Declaration. When this Declaration refers to a Section by number or other designation, such reference shall be deemed to be to the correspondingly numbered Section of this Declaration unless the context refers to another agreement, document or instrument. Whenever the contest may require, any pronoun used in this Declaration shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. This Declaration shall be construed in accordance with and governed by the laws of the State of Utah, without reference to its choice of law rules. This Declaration may be executed in any number of counterparts. Each such counterpart of this Declaration shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement. All exhibits annexed to this Declaration are expressly made a part of and incorporated in this Declaration as fully as though completely set forth in this Declaration. Time is of the essence of this Declaration.

[Signature page follows.]

IN WITNESS WHEREOF, the Declarant executed this Declaration as of the date first set forth above.

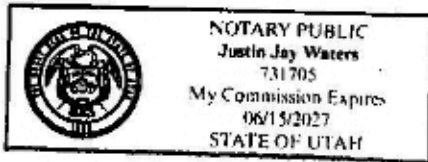
DECLARANT:

Ronald E. Perry
Ronald E. Perry

STATE OF Utah)
)
) : SS.
)
COUNTY OF Weber)

On this 10 day of August 2023, before me, the undersigned, personally appeared RONALD E. PERRY an individual whose identity is personally known to me (or proven on the basis of satisfactory evidence) and, he/she signed the foregoing instrument.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Justin Waters
NOTARY PUBLIC

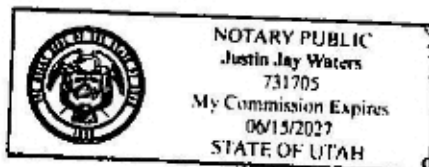
DECLARANT:

Brenda B. Perry
Brenda B. Perry

STATE OF Utah)
)
) : SS.
)
COUNTY OF Weber)

On this 10 day of August 2023, before me, the undersigned, personally appeared BRENDA B. PERRY an individual whose identity is personally known to me (or proven on the basis of satisfactory evidence) and, he/she signed the foregoing instrument.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Justin Waters
NOTARY PUBLIC

EXHIBIT A
to
EASEMENT AGREEMENT

Legal Description of East Parcel

A PORTION OF A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, SAID PARCEL BEING CONVEYED BY SPECIAL WARRANTY DEED, RECORDED JULY 21, 2022, AS ENTRY NO. 3488832 IN BOOK 8055 AT PAGE 252 IN THE OFFICE OF THE DAVIS COUNTY RECORDER, SAID PARCEL BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID PARCEL, SAID POINT BEING ON THE NORTH LINE OF CLINTON MEDICAL PARCEL SUBDIVISION, AS MONUMENTED ON THE GROUND, SAID SUBDIVISION BEING RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER AS ENTRY NO. 3507345 IN BOOK 8133 AT PAGE 848, SAID POINT BEING NORTH 0°27'15" EAST 274.72 FEET ALONG THE SECTION LINE (NORTH 16.65 RODS BY DEED) AND SOUTH 89°32'47" EAST 212.00 FEET FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, SAID SOUTHWEST CORNER BEING SOUTH 23°18'34" EAST 118.32 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 27 (NOT SET) AND NORTH 0°27'15" EAST 1323.73 FEET ALONG THE SECTION FROM THE NORTHWEST REFERENCE MONUMENT TO SAID WEST QUARTER CORNER, AND RUNNING THENCE NORTH 0°27'15" EAST 132.00 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL; THENCE SOUTH 89°32'47" EAST 118.11 FEET (EAST BY DEED) TO THE NORTHEAST CORNER OF SAID PARCEL AND A POINT ON THE WEST LINE OF PARKSIDE SUBDIVISION AS MONUMENTED ON THE GROUND, SAID SUBDIVISION BEING RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER AS ENTRY NO. 520946 IN BOOK 750 AT PAGE 111; THENCE SOUTH 0°26'45" WEST 132.00 FEET (SOUTH BY DEED) ALONG SAID WEST LINE TO THE SOUTHEAST CORNER OF SAID PARCEL AND A POINT ON THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID CLINTON MEDICAL PARCEL SUBDIVISION; THENCE NORTH 89°32'47" WEST 118.13 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

EXHIBIT B
to
EASEMENT AGREEMENT

Legal Description of the West Parcel

A PORTION OF A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, SAID PARCEL BEING CONVEYED BY SPECIAL WARRANTY DEED, RECORDED JULY 21, 2022, AS ENTRY NO. 3488832 IN BOOK 8055 AT PAGE 252 IN THE OFFICE OF THE DAVIS COUNTY RECORDER, SAID PARCEL BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL, SAID PARCEL BEING ON THE EAST RIGHT OF WAY LINE OF 2000 WEST STREET, SAID PARCEL BEING THE NORTHWEST CORNER OF CLINTON MEDICAL PARCEL SUBDIVISION, AS MONUMENTED ON THE GROUND, SAID SUBDIVISION BEING RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER AS ENTRY NO. 3507345 IN BOOK 8133 AT PAGE 848, SAID POINT BEING NORTH 0°27'15" EAST 274.72 FEET ALONG THE SECTION LINE (NORTH 16.65 RODS BY DEED) AND SOUTH 89°32'47" EAST 46.98 FEET FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, SAID SOUTHWEST CORNER BEING SOUTH 23°18'34" EAST 118.32 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 27 (NOT SET) AND NORTH 0°27'15" EAST 1323.73 FEET ALONG THE SECTION FROM THE NORTHWEST REFERENCE MONUMENT TO SAID WEST QUARTER CORNER, AND RUNNING THENCE NORTH 0°27'15" EAST 132.00 FEET ALONG SAID RIGHT OF WAY LINE TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE SOUTH 89°32'47" EAST 165.02 FEET (EAST BY DEED); THENCE SOUTH 0°27'15" WEST 132.00 FEET TO THE NORTH LINE OF SAID CLINTON MEDICAL PARCEL SUBDIVISION; THENCE NORTH 89°32'47" WEST 165.02 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

EXHIBIT C
to
EASEMENT AGREEMENT
Depiction of Utility Easement Areas

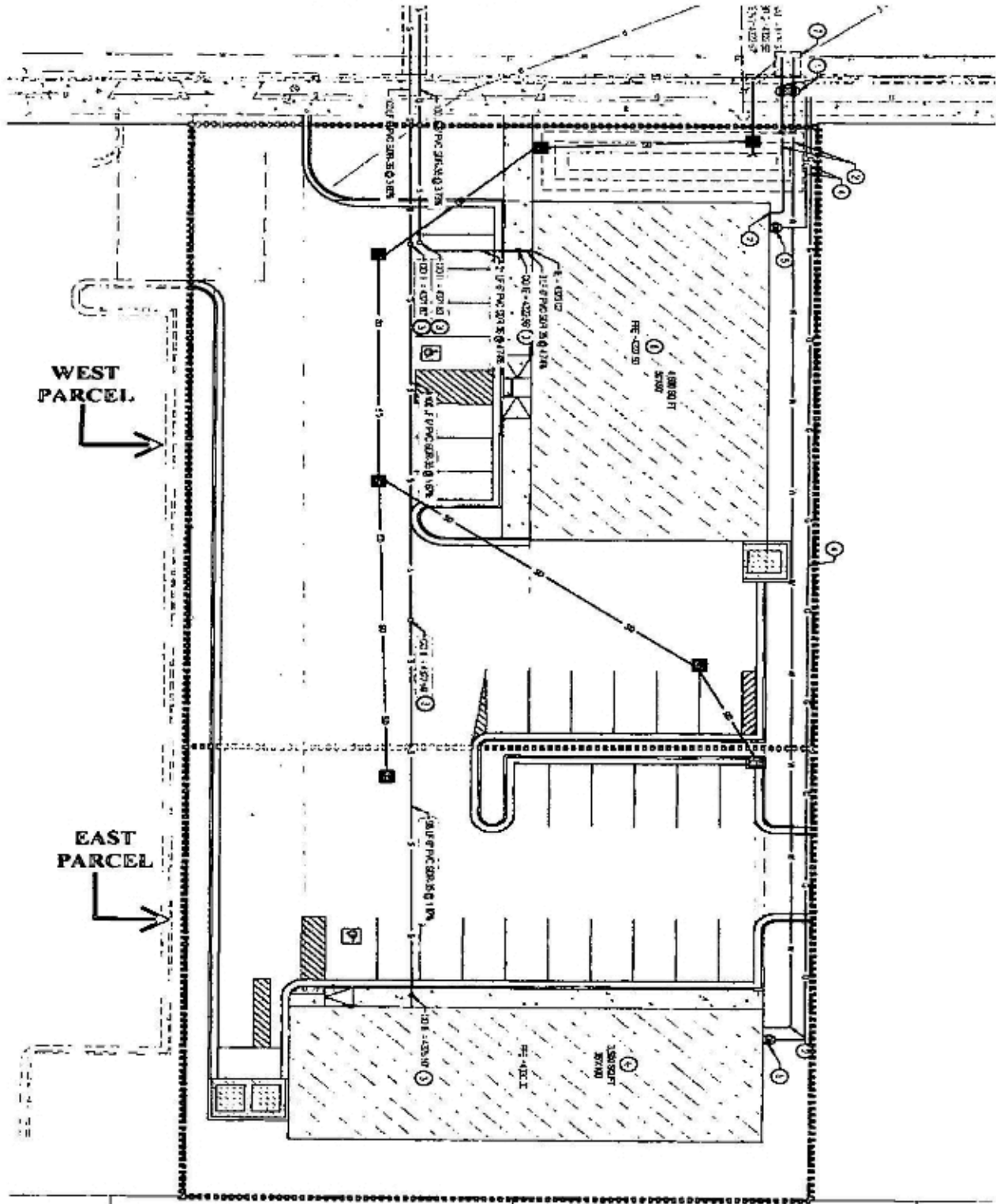


EXHIBIT D
to
EASEMENT AGREEMENT
Depiction of Detention Pond

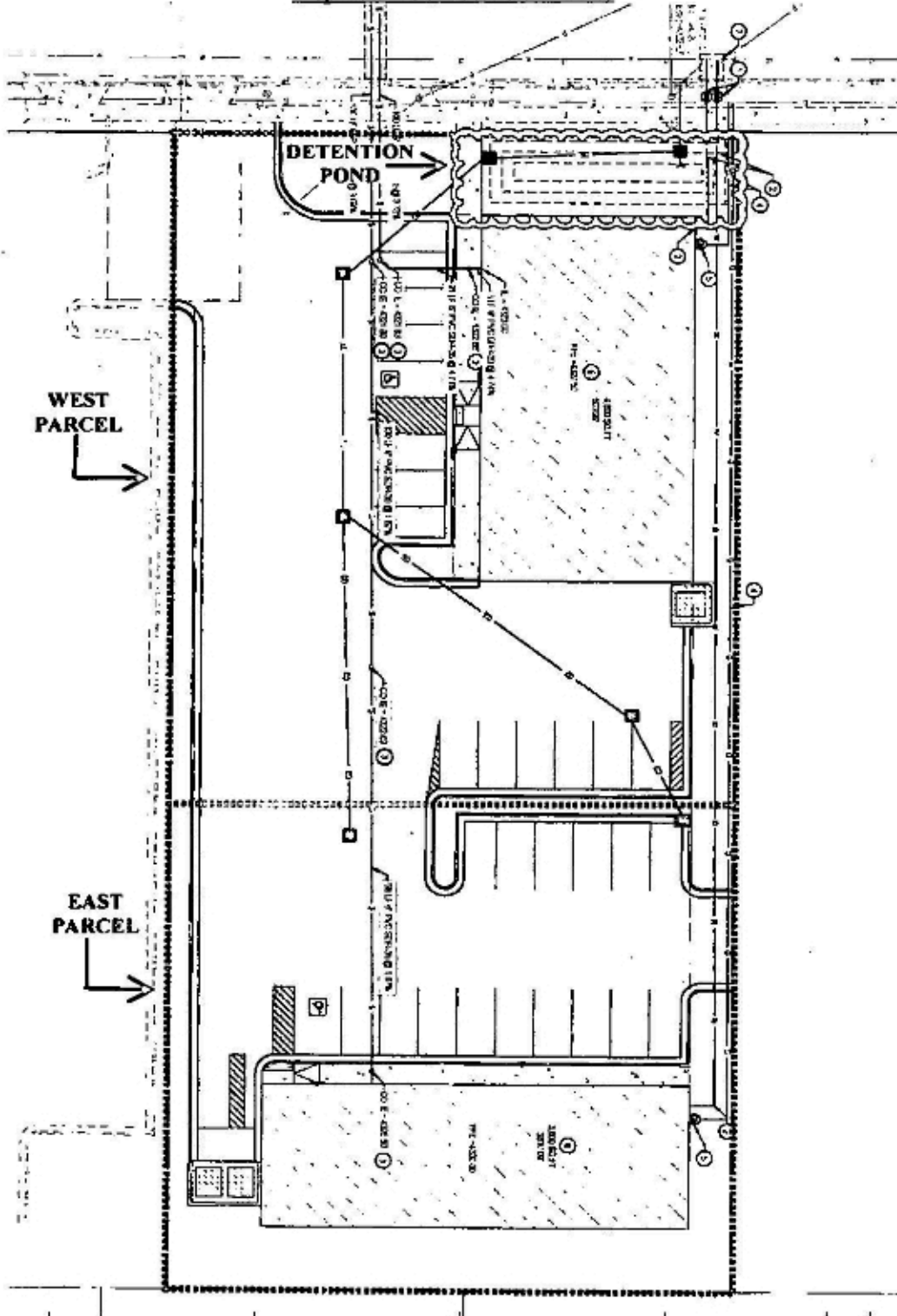


EXHIBIT E
to
EASEMENT AGREEMENT
Shared Cost Drive Areas

