

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

X Development, LLC
9537 South 700 East
Sandy, Utah 84070
Attn: Eric Towner

ENT 59149:2023 PG 1 of 14
ANDREA ALLEN
UTAH COUNTY RECORDER
2023 Sep 08 08:37 AM FEE 42.00 BY MC
RECORDED FOR FNT Draper FNTIC - 11910 S
ELECTRONICALLY RECORDED

APN:
40:597:0002, 40:597:0003, 40:603:0104,
40:603:0105, 40:603:0106, 40:603:0107,
40:603:0108, 40:587:0012, 40:587:0014,
40:587:0015

(Space above reserved for recorder's use)

RECIPROCAL EASEMENT AGREEMENT AND USE RESTRICTION

THIS RECIPROCAL EASEMENT AGREEMENT AND USE RESTRICTION (“**Agreement**”) is entered into as of the 7th day of September, 2023, by and between X Development, LLC, a Utah limited liability company (“**X Development**” and “**Declarant**”), and TerraForm Companies, LLC, a Utah limited liability company (“**TerraForm**”). X Development and TerraForm are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. X Development owns certain real property located in Vineyard, Utah County, State of Utah, more particularly described on Exhibit A, attached hereto and incorporated herein (the “**X Development Property**”).

B. TerraForm owns certain real property immediately adjacent to the X Development Property, more particularly described on Exhibit B, attached hereto and incorporated herein (“**TerraForm Property**”). The X Development Property and the TerraForm Property are individually referred to herein as a “**Property**” and collectively referred to herein as the “**Properties**”. Each lot within the Properties is referred to herein as a “**Lot**”. The owner of a Lot is referred to herein as an “**Owner**”.

C. The X Development Property abuts the TerraForm Property.

D. Pursuant to the plat for the Geneva Retail Frontage Subdivision recorded May 3, 2018 in the official records of Utah County, Utah as entry Number 41366:2018 as Map 16027 (the “**Plat**”) there is a thirty (30) foot wide temporary cross access and parking easement abutting the right-of-way for Geneva Road over the Properties. The Plat was amended pursuant to the Geneva Retail Frontage Subdivision Plat C recorded November 30, 2022 in the official records of Utah County, Utah as entry Number 121464:2022 as Map 18577 (the “**Plat C**”). There is a thirty (30) foot wide cross access easement abutting the right-of-way for Geneva Road on Plat C as well. The easement areas described on the Plat and Plat C shall be referred to herein collectively as the “**Temporary Easement**.”

E. The Parties desire to replace the Temporary Easement with permanent easements as described and granted in this Agreement.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Easements. Other than easements for pedestrian and vehicular access, it is intended that each Lot will be designed and developed where it is self-sufficient with its own parking, lighting, landscaping, utility connections, and storm water drainage. Subject to the terms, covenants, agreements, restrictions and conditions of this Agreement, each Party (the “**Granting Party**”), as grantor, hereby grants and conveys to the other Party, as grantee, the following easements: (a) a non-exclusive easement on, over, across and through that portion of the Granting Party’s Property described on Exhibit C, attached hereto and incorporated herein, and depicted on Exhibit D, attached hereto and incorporated herein, for pedestrian and vehicular access (the “**Access Easement Area**”); (b) a non-exclusive easement on, over, across and through that portion of the Granting Party’s Property that is improved from time to time by sidewalks for pedestrian movement and access; and (c) an easement on, over, across and through that portion of Granting Party’s Property that is improved from time to time by hard surfacing and storm drainage systems and for the incremental discharge and drainage of surface storm water; provided that each Property must be designed to retain and accommodate storm water drainage on its own parcel and to discharge the storm water into the municipal storm water drainage system and to comply with any and all applicable laws, rules and regulations regarding storm water drainage and retention. The areas described above that are subject to easement(s) are collectively referred to herein as the “**Easement Area**.” The easements granted herein will benefit the benefitted Property, as the dominant/benefitted property, and burden the Granting Party’s Property, as the servient/burdened property.

2. Condition of Easement Area. Each Party hereby accepts the Easement Area in its present “AS-IS” condition and “WITH ALL FAULTS,” including but not limited to, both latent and patent defects. Each Party hereby waives any warranty of merchantability or fitness for a particular purpose.

3. Improvement of Access Easement Area. Each Owner, at its sole cost and expense, will improve the Access Easement Area located on the Owner’s Lot when the Lot is developed with appropriate road base and asphalt consistent with the design and construction standards for a drive aisle in a commercial development (the “**Access Standards**”). If a Lot is not developed (an “**Undeveloped Lot**”), in order to enable access across the Properties, the Owner of any other Lot, at such Owner’s sole cost and expense, may improve the Access Easement Area located on the Undeveloped Lot pursuant to the Access Standards. When the Undeveloped Lot is developed, the Owner of the Undeveloped Lot may reconstruct the improvements that were previously placed on such Undeveloped Lot.

4. Maintenance of Easement Area. Each Owner of a Lot, at its sole cost and expense, will maintain, repair, or replace the improvements located on the Easement Area (i.e., the hard surfacing) on such Owner’s Lot in a good and safe condition and reasonably free of snow, ice, barriers, and debris. Without limiting the generality of the foregoing, each Owner shall observe the following maintenance standards:

a. Maintaining all paved surfaces (including the public sidewalks along public streets) in a level, smooth and evenly covered condition and cleaning, sweeping, restriping, repairing and resurfacing the hard surfacing as needed with the type of surfacing material originally installed or such substitute as will in all respects be equal or superior in quality, use and durability.

b. Removing all papers, debris, filth and refuse, scraping and clearing ice and snow, and sweeping the hard surfacing located on the Lot to the extent reasonably necessary to keep the hard surfacing in a clean and orderly condition.

c. Installing, placing, maintaining, repairing, and replacing any appropriate signs, directional signs, curb stops, roadway markers, and parking stall lanes or other striping.

d. Operating, repairing, and replacing, when necessary, such artificial lighting facilities as shall be reasonably required; provided that the lighting within the Property shall be kept to the level originally designed and constructed in terms of coverage and brightness.

e. Maintaining, repairing, and replacing, where necessary, storm drains and storm drainage facilities located on such Owner's Lot and other utility lines located on the Lot that may or may not be located in the easement areas in a properly operating condition to avoid hindrance to the functioning of the easements described herein.

f. Maintaining all landscaped areas in a clean and thriving condition and repairing automatic sprinkler and irrigation systems and water lines and replacing shrubs and other landscaping as necessary.

g. Maintaining any perimeter walls and retaining walls in good condition and state of repair.

Each Party, at its sole cost and expense, shall maintain, repair and replace any utilities that exclusively service their respective property, and repair and restore any portion of the Easement Area and the improvements located thereon that may be disturbed by such activity.

Each Party shall provide at least forty-eight (48) hours' prior written notice to the other Party of any maintenance, repairs or modification to the improvements located on the Easement Area that may interfere with the reasonable use of the Easement Area by the other Party that would materially interfere with or prevent access to the other Party's property. If any maintenance, repairs or modification to the improvements located on the Easement Area will interfere with the reasonable use of the Easement Area by the other Party, the Parties shall use good faith efforts to mutually agree upon a construction schedule and coordinate the activities on a Party's property so that any interference to the other Party's rights will be minimized. X Development reserves the right to modify, alter, and change the location of the Easement Area and the improvements located thereon from time to time subject to the terms and conditions set forth herein. If X Development desires to modify, alter or change the location of the Easement Area or any of the improvements located thereon, such modification, alteration or change will not adversely affect the development potential of a Lot and will be consistent with any existing structures and improvements. In such an event, X Development or its designated successor will pay the cost of such modification, alteration or change. If an Owner desires to modify the location of the Easement Area and/or the improvements located thereon, the Owner will obtain X Development's prior written consent, which may be granted or withheld in X Development's sole and exclusive discretion.

Notwithstanding the foregoing, the Parties agree that X Development or its designated successor may elect, without any obligation, to maintain the entire Easement Area located on the Properties. If X Development or its designated successor maintains the entire Easement Area, within thirty (30) days after a statement from X Development or its designated successor, each Owner will reimburse X Development or its designated successor such Owner's Share of the maintenance and repair costs plus an administrative fee of ten percent (10%) of such costs. An "Owner's Share" means a fraction, the numerator of which is the square footage of the Owner's Lot and the denominator of which is the square footage of all the Lots within the Properties.

5. Parking. Each Lot will be designed as a self-sufficient Lot for purposes of parking motor vehicles and will comply with any applicable municipal ordinances and parking ratios. As such an easement or right to park motor vehicles on an adjacent parcel is not granted. Each Owner will take reasonable efforts to enforce the parking arrangement contained herein and use reasonable efforts to prevent the parking of any employees, contractors, guests, or invitees to a Lot from parking on another Lot. Each Owner may designate parking stalls on its parcel as such Owner reasonably determines.

6. Lighting. Each Owner will be responsible for the installation, maintenance and operation of exterior lighting on such Owner's Lot. Once a Lot is developed, each Owner, at its sole cost and expense, will install exterior lighting that illuminates the portion of the Access Easement Area located on its Lot with a minimum and will operate such lighting from dusk to dawn. The light fixtures/standards within the Property will be the same so that the Property is consistent with regard to lighting fixtures/standards. Declarant will select the light fixture/standard. Each Owner is required to adhere to the lighting fixtures/standards unless otherwise granted permission by Declarant.

7. Storm Water Drainage. Each Lot will be designed to comply with all legal requirements for storm water drainage and to capture storm water originating from such Lot. Upon obtaining municipal approval, each Lot may be connected with the municipal storm water drainage system. Each Owner will maintain and promptly repair all storm drainage pipes, catch basins, culverts, and systems and related facilities located on its Lot in good condition and state of repair.

8. Utilities. Each Lot may connect to public utilities located within the public utility easement or other easements granted to utility providers located on or immediately adjacent to such Lot. Each Owner will maintain and promptly repair all utility lines and related facilities located on its Lot in good condition and state of repair.

9. Signage. Each Owner, at its sole cost and expense, will be responsible for the design, construction, installation, placement, maintenance, repair, replacement, and operation of any monument signs located on its Lot, including replacing, as necessary, all bulbs, lamps and ballasts in illuminated signs.

10. Landscaping. Each Owner, at its sole cost and expense, will be responsible for the installation, placement, and maintenance of any landscaping located on its Lot. Each Owner will maintain the landscaping on its Lot properly irrigated and fertilized and in a clean, pruned, and thriving condition, including making such replacements of shrubs and other landscaping as is necessary, and keeping the areas at all times adequately free of weeds. Subject to any requirements by any governing authority, an Owner may not place any landscaping along Geneva Road or adjacent to the Access Easement Area that is likely to interfere or impede with the visibility of any monument signage or primary building signage in any material respect. Each Owner will properly and frequently prune any trees or shrubs to minimize interference with the visibility of signs.

11. Compliance with Laws. Each Owner will comply, and cause any occupant of its Lot to comply, with all laws, rules, regulations and requirements of all public authorities, including, without limitation, the Americans with Disabilities Act.

12. Liens. Each Owner ("**Performing Party**") shall keep the Lot owned by another Owner free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for the Performing Party. Each Performing Party hereby indemnifies, holds harmless and agrees to defend the other Owners from and against any and all liability, loss, damage, costs, attorneys' fees and all other expenses on account of claims of lien of laborers or materialmen or others for work performed or materials or supplies furnished to or for the Performing Party or persons claiming under the Performing

Party. In the event that the Performing Party and its bonding company are unable to obtain a lien release, the affected Owner in its absolute discretion may require the Performing Party to provide a bond around the lien or a bond to discharge the lien at the Performing Party's sole expense. Nothing herein shall preclude the Performing Party from contesting the validity and/or amount of any lien imposed on the Easement Area or any portion of another Owner's property, provided that the Performing Party has caused such lien to be released of record by the payment or posting of a proper bond or such other means reasonably acceptable to the affected Owner. If the Performing Party shall fail to pay or defend the affected Owner and the Performing Party has not given the affected Owner security to protect the affected Owner's Lot, then the affected Owner may, but shall not be obligated to, pay the claim. Any such payment by the affected Owner as well as other costs and attorneys' fees incurred by the other Party in connection therewith (including without limitation copy costs, consultant and expert fees) shall be immediately due and owing from the Performing Party to the affected Owner.

13. Indemnification. To the extent not prohibited by law and as consideration for the easements granted herein, each Owner ("**Indemnifying Party**") shall indemnify, defend and hold harmless the other Owners and any tenant or occupant of the other Owner's Lot (collectively, the "**Indemnified Party**") for, from and against any and all claims, demands, liabilities, expenses, actions, damages and obligations (including court costs and reasonable attorneys' fees) (collectively, "**Claims**"), which may be incurred by or asserted against the Indemnified Party arising out of the negligent acts or omissions of the Indemnifying Party on or about the Easement Area and the Indemnified Party's Lot; provided that the Indemnifying Party shall not indemnify, defend, and hold the Indemnified Party harmless for, from and against any Claims caused by the negligent acts or omissions of the Indemnified Party.

14. Insurance. Each Indemnifying Party shall maintain a policy of commercial general liability insurance on an occurrence basis in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, against loss or damage by any and all Claims for bodily injury, death, and property damage arising on or about the Easement Area by the acts or omissions of the Indemnifying Party. Upon request, an Owner will provide the requesting Owner with a certificate of insurance evidencing the Owner's insurance coverage.

15. No Public Dedication. The Easement Area shall at all times remain the private property of Owner of the Lot upon which the Easement Area is located. Nothing contained in this Agreement will be deemed a gift or a dedication of any portion of the Easement Area or any portion of an Owner's Lot to the general public or for a public purpose whatsoever, it being the Parties' intent that this Agreement be strictly limited for the purposes expressed herein. The use of the Easement Area is permissive and limited to the express purposes contained herein.

16. Use Restriction. The TerraForm Property will be developed and used as a Jiffy Lube fast lube service center ("**JL Purpose**"). If the JL Purpose is not permitted to be conducted on the TerraForm Property by applicable zoning requirements, and, in the event that despite good faith efforts to obtain such zoning approval to allow the JL Property to be used for such JL Purpose (the "**JL Approval Condition**"), TerraForm is unsuccessful in satisfying the JL Approval Condition, TerraForm shall have the right to change its intended use relating to the Property from the JL Purpose to a different retail use consistent with zoning requirements. If the TerraForm Property is developed and the improvements completed for the JL Purpose and the JL Purpose is operated on the TerraForm Property on or before May 1, 2024, then so long as the TerraForm Property is thereafter used and operated for the JL Purpose, then the X Development Property will not be used as a quick lube oil change center available for public use. Notwithstanding the foregoing, the restrictive covenant shall not apply to automotive uses whose primary business is not quick lube oil changes, such as a AutoZone, Pep Boys, O'Reilly Auto Parts, Tunex, etc. As used in the prior sentence, the term "primary business" means a business where fifteen percent (15%)

of gross sales are derived from quick lube oil changes. Additionally, so long as a portion of the TerraForm Property is used as a car wash, then the X Development Property will not be used as a car wash. In no way shall the REA restrict AutoZone from performing its "GOTTChA" services, as customarily performed in a majority of other AutoZone locations in the parking area located on the Property. Notwithstanding the forgoing, AutoZone shall not be permitted to perform oil changes, fluid changes, and other so-called "lube services", body repair, wheel/tire services and any services requiring a lift/jack and engine repair or services.

17. Notices. Any notice required or desired to be given under this Agreement shall be given either: (i) by United States mail, either registered or certified mail, return receipt requested, postage prepaid, (ii) by overnight delivery service that maintains delivery records, such as Federal Express, or (iii) by personal service. Notices will be deemed delivered when delivered or when delivery is denied or rejected. All notices shall be given to Grantor and Grantee at the following addresses. Either Party may designate a different individual(s) or address for notices by giving written notice thereof in the manner described above.

X Development: X Development, LLC
 9537 South 700 East
 Sandy, Utah 84070
 Attn: Eric Towner
 Phone: (801) 598-5250
 Email: eric@xdevco.com

TerraForm: TerraForm Companies, LLC
 6770 South 900 East, Suite 300
 Salt Lake City, Utah 84047
 Attn: Jason Smith
 Phone: (801) 981-4245
 Email: jsmith@terraformco.com

18. Miscellaneous.

18.1 *Entire Agreement.* This Agreement constitutes the entire contract and understanding between the Parties related to the subject matter herein and supersedes all prior agreements, arrangements and understandings relating to the subject matter of this Agreement. Any modifications to this Agreement must be in writing and signed by all Parties.

18.2 *Successors and Assigns.* The terms and conditions of this Agreement shall run with the land during the term of this Agreement. The easements granted herein shall be appurtenant to the lands of each Party and may not be transferred, assigned, or conveyed apart or separately from such lands. The rights, conditions and provisions of this Agreement shall inure to the benefit of, and will be binding upon, the Parties hereto and their respective successors and assigns.

18.3 *Legal Rights.* This Agreement, and the interpretation, validity, effect and performance hereof, shall be governed by the laws of the State of Utah. Venue and jurisdiction for any legal proceedings shall be in Utah or Salt Lake County, Utah. If any action at law or in equity, or any legal proceeding, be instituted by any Party against the other Party to enforce this Agreement or any rights arising hereunder, or in connection with the subject matter hereof, the prevailing Party shall be entitled to recover all costs of suit and reasonable attorneys' and paralegal fees. For purposes of this Section, the term "prevailing Party" shall, in the case of a claimant, be the Party who is successful in obtaining substantially all of the relief sought, and in the case of the defendant or respondent, the Party who is

successful in denying substantially all of the relief sought by the claimant, regardless of whether such action proceeds to final judgment.

18.4 *Remedies.* If any Party fails according to the terms of this Agreement to substantially commence to perform and/or complete performance as required by this Agreement (such as maintaining and repairing the improvements located on the Easement Area), as the circumstances may require, the other Party may pursue any remedy available at law or in equity or perform such obligations after providing the non-Performing Party fifteen (15) days' prior written notice to perform in accordance with the terms hereof. In the event a fifteen (15) day notice is given, such notice will identify the area of non-performance. In the event that a Party performs the non-Performing Party's obligations under this Agreement, the non-Performing Party shall pay the Performing Party the non-Performing Party's share of the costs to perform such obligations within thirty (30) days after written demand. Except as expressly provided otherwise in this Agreement, any sum owing to any Party under the terms and provisions of this Agreement that shall not be paid within fifteen (15) days after it is due shall bear interest at twelve percent (12%) (or the maximum interest permitted by law, whichever is less) per annum from the date the same becomes due and payable by the terms and provisions of this Agreement until paid.

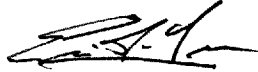
18.5 *Remedies Not Exclusive; No Waiver.* The various rights and remedies herein contained and reserved to each of the Parties, except as otherwise expressly provided herein, shall not be considered as exclusive of any other right or remedy of such Party but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy by any Party shall impair any such right, power or remedy or be construed as a waiver of any default or non-performance or as acquiescence therein. Any waiver of any breach of this Agreement, or the breach of any covenant, representation or warranty contained herein (a "**Breach**"), in any one instance, shall not operate as or be deemed to be a further or continuing waiver of such Breach or any other Breach, nor shall any failure at any time or times to enforce or require performance of any provision hereof operate as a waiver of or affect in any manner such Party's right at a later time to enforce or require performance of any such provision. No Party shall be deemed to have waived any term, covenant or condition unless such Party gives the other Party written notice of such waiver.

18.6 *Miscellaneous.* This Agreement shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against any Party. The captions in this Agreement are for convenience only and do not constitute a part of the provisions hereof. Time is expressly made of the essence of each and every provision of this Agreement. The Parties, and each of them, acknowledge, declare, and agree, that: (i) they have consulted legal counsel about this Agreement, including the meaning and effect of waiving any legal rights, or have had the opportunity to do so and have voluntarily chosen not to do so; (ii) they have had adequate time and opportunity to review the terms of this Agreement and have carefully read it; (iii) they are sophisticated parties that have negotiated this Agreement at arm's length, and accordingly, expressly waive any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it; and (iv) they intend to be legally bound to the provisions of this Agreement, which shall be interpreted in a reasonable manner to effect the purposes of this Agreement and intent of the Parties as outlined herein. This Agreement may be executed in any number of duplicate counterparts, each of which shall be deemed an original, and when taken together shall constitute one and the same original Agreement, which shall be fully binding upon each Party who executes the same.


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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

X Development, LLC,
a Utah limited liability company

By: 
Name: Eric Towner
Its: manager

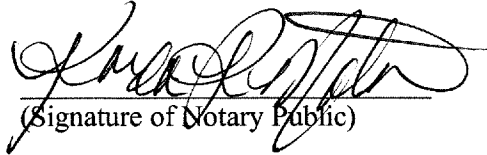
TerraForm Companies, LLC
a Utah limited liability company

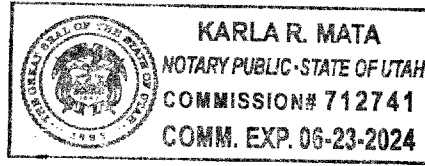
By: 
Name: Elliott B Smith
Its: manager

STATE OF Utah)
 : ss
COUNTY OF Salt Lake)

On September 7, 2023 before me, Karla Mata, a notary public, personally appeared Eric Towner known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) as Manager for X Development, LLC, and that by his/her/their signature(s) on the instrument X Development, LLC executed the instrument.

WHEREAS my hand and official seal.

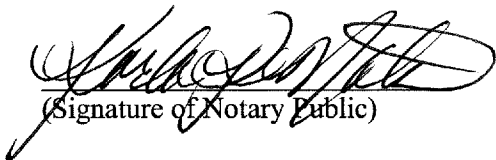

(Signature of Notary Public)



STATE OF Utah)
 : ss
COUNTY OF Salt Lake)

On September 7, 2023 before me, Karla Mata, a notary public, personally appeared Elliot B. Smith known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) as Manager for TerraForm Companies, LLC, and that by his/her/their signature(s) on the instrument TerraForm Companies, LLC executed the instrument.

WHEREAS my hand and official seal.


(Signature of Notary Public)

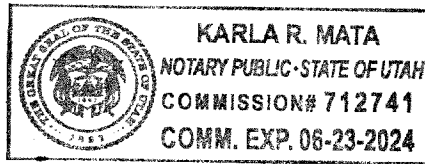


EXHIBIT "A"

DESCRIPTION OF X DEVELOPMENT PROPERTY

Lots 104, 105, 106, 107, and 108 Geneva Retail Frontage Subdivision Plat "D", according to the Official Plat thereof as recorded in the Office of the Utah County Recorder, State of Utah, recorded May 24, 2023 in the official records of Utah County, Utah as entry Number 33192:2023 as Map 18753.

and

Lots 12, 14 and 15, Geneva Retail Frontage Subdivision Plat B, according to the Official Plat thereof as recorded in the Office of the Utah County Recorder, State of Utah, recorded April 7, 2022 in the official records of Utah County, Utah as entry Number 43287:2022 as Map 18265.

EXHIBIT "B"

DESCRIPTION OF TERRAFORM PROPERTY

Lot 2 and Lot 3, Geneva Retail Frontage Subdivision Plat C, according to the Official Plat thereof as recorded in the Office of the Utah County Recorder, State of Utah recorded November 30, 2022 in the official records of Utah County, Utah as entry Number 121464:2022 as Map 18577.

EXHIBIT "C"**LEGAL DESCRIPTION OF ACCESS EASEMENT****Geneva Retail Frontage Subdivision Plat E****Cross Access Easement**

A parcel of land located in the Northeast Quarter of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian, Vineyard, Utah, said parcel being more particularly described as follows:

Beginning at a point being South 00°02'55" East 42.63 feet along the section line and West 342.33 feet from the Northeast Corner of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian, and running

thence South 223.48 feet;
 thence Southeasterly 43.99 feet along the arc of a 28.00 foot radius curve to the left (center bears East and the chord bears South 45°00'13" East 39.60 feet with a central angle of 90°00'25");
 thence North 89°59'35" East 98.41 feet;
 thence South 00°15'01" West 309.43 feet;
 thence Southeasterly 44.07 feet along the arc of a 28.00 foot radius curve to the left (center bears South 89°44'59" East and the chord bears South 44°50'11" East 39.66 feet with a central angle of 90°10'24");
 thence South 89°55'23" East 87.82 feet;
 thence South 00°04'37" West 26.00 feet;
 thence North 89°55'23" West 140.79 feet;
 thence Southwesterly 36.16 feet along the arc of a 23.00 foot radius curve to the left (center bears South 00°04'37" West and the chord bears South 45°02'16" West 32.55 feet with a central angle of 90°04'42");
 thence South 00°00'05" East 308.13 feet;
 thence Southeasterly 43.98 feet along the arc of a 28.00 foot radius curve to the left (center bears North 89°59'55" East and the chord bears South 45°00'02" East 39.60 feet with a central angle of 89°59'54");
 thence South 89°59'59" East 138.48 feet;
 thence South 00°00'01" West 30.00 feet;
 thence North 89°59'59" West 1.16 feet;
 thence Southwesterly 15.71 feet along the arc of a 10.00 foot radius curve to the left (center bears South 00°00'01" West and the chord bears South 45°00'00" West 14.14 feet with a central angle of 90°00'01");
 thence South 111.59 feet;
 thence South 01°21'11" West 215.75 feet;
 thence South 30°56'07" West 55.36 feet;
 thence South 21.40 feet;
 thence South 89°34'16" West 40.99 feet;
 thence North 30°56'07" East 88.71 feet;
 thence North 01°21'11" East 209.13 feet;
 thence North 115.31 feet;
 thence Northwesterly 15.71 feet along the arc of a 10.00 foot radius curve to the left (center bears West and the chord bears North 45°00'00" West 14.14 feet with a central angle of 89°59'59");
 thence North 89°59'59" West 147.32 feet;

thence North 00°00'05" West 411.00 feet;
 thence East 26.05 feet;
 thence Northeasterly 34.46 feet along the arc of a 22.00 foot radius curve to the left (center bears North and the chord bears North 45°07'30" East 31.04 feet with a central angle of 89°44'59");
 thence North 00°15'01" East 261.57 feet;
 thence Northwesterly 44.11 feet along the arc of a 28.00 foot radius curve to the left (center bears North 89°44'59" West and the chord bears North 44°52'42" West 39.69 feet with a central angle of 90°15'26");
 thence South 89°59'35" West 68.18 feet;
 thence Southwesterly 6.28 feet along the arc of a 4.00 foot radius curve to the left (center bears South 00°00'25" East and the chord bears South 44°59'47" West 5.66 feet with a central angle of 89°59'35");
 thence South 0.27 feet;
 thence North 89°59'57" West 30.00 feet;
 thence North 281.45 feet;
 thence North 89°26'03" East 26.62 feet;
 thence Easterly 3.38 feet along the arc of a 789.50 foot radius curve to the left (center bears North 00°33'57" West and the chord bears North 89°18'41" East 3.38 feet with a central angle of 00°14'44") to the point of beginning.

Contains 50,364 Square Feet or 1.156 Acres

EXHIBIT "D"

DEPICTION OF ACCESS EASEMENT

