

106A Foxboro 1A Amd
107A " " " "
RETURNED 01-305-0106,0107

MAY 03 2004

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RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
2004 MAY 3 3:21 PM FEE 46.00 DEP MT
REC'D FOR FIRST AMERICAN TITLE CO OF UTA

WHEN RECORDED MAIL TO
Center Street Company, L C
139 East South Temple, Suite 310
Salt Lake City, UT 84111

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (hereafter "Agreement") is made as of the 1st day of August, 2003, by **CENTER STREET COMPANY, L.C.**, a Utah limited liability company (hereinafter referred to as "Center Street") and **FOXBORO TERRACE ASSOCIATES, L.C.**, a Utah limited liability company (herein referred to as "Foxboro Terrace")

RECITALS

A As of the date hereof, Center Street is the owner of certain real property located in North Salt Lake, Davis County, State of Utah, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (herein referred to as "Property A") Immediately prior to the recording of this Agreement, Center Street also owned an adjacent parcel of real property herein designated as "Property B"

B Foxboro Terrace is the owner of Property B, having purchased the same from Center Street Foxboro Terrace intends to construct a multi-family apartment community upon Property B

C Property A is adjacent to Property B.

D Foxboro Terrace intends to develop a private street to be known as "Foxboro Terrace Drive" (the "Private Road") which will provide access to Property B from two public streets, namely, Foxboro Drive and Cutler Drive, and will be immediately adjacent to the north and east boundaries of Property A

E Pursuant to the terms of the Real Estate Purchase Agreement by and between Center Street, as Seller, and Foxboro Terrace, as Buyer, Center Street elected to retain an easement for ingress and egress and for the installation of utilities upon the Private Road, subject to the satisfaction of certain conditions, all in accordance with the terms and conditions herein after set forth

NOW, THEREFORE, in consideration of the recitals set forth herein above, the parties hereby consent and agree as follows

ARTICLE 1

DEFINITIONS

In addition to the terms defined in the Recitals to this Agreement, the following terms, when capitalized herein, shall have the meanings set forth below, unless the context otherwise requires

1.01 Complex The term "Complex" shall mean the two parcels of real property (Properties A and B) described in the Recitals to this Agreement, together with all buildings, improvements and other facilities now or hereafter located or constructed thereon.

1.02 Complex Entrance The term "Complex Entrance" shall mean the Private Road and real property described on Exhibit "C" attached hereto and incorporated herein by reference, together with any improvements constructed or located thereon, which parcel is owned by Foxboro Terrace

1.03 Owner The term "Owner" shall mean collectively those persons or entities who from time to time are the owners of Property A or Property B, or portions thereof, provided, however, in the event that either Real Property, or portions thereof, is converted to condominiums, the Owners Association, and not separate condominium unit owners, shall be considered an Owner as specified herein. In further explanation of the foregoing, an individual condominium owner is not an "Owner" as defined herein, but all condominium owners, acting through their homeowner's association, are considered one Owner

1.04 Real Property The term "Real Property" shall mean real property located within the Complex and owned by an Owner. As of the date hereof, the Real Property consists of two parcels (i) Property A, and (ii) Property B

1.05 Tenant The term "Tenant" shall mean any person or entity from time to time entitled by lease, sublease, rental agreement or other contractual relationship to occupy a condominium or apartment unit in the Complex

1.06 Permitted Users The term "Permitted Users" shall mean (1) Owners whose Property is used for Residential Uses and their respective employees, agents, guests and invitees of the Owners, (2) Owners of residential condominium units within the Complex and their respective guests and invitees, (3) residential Tenants, and (4) guests and invitees of residential Tenants, but only to the extent the Tenants are permitted under the terms hereof and of their respective leases or rental agreements to make the benefits of any of their rights and privileges hereunder available to such guests and invitees

1.07 Mortgage The term "Mortgage" shall mean and include a Mortgage or deed of trust that encumbers a Real Property or a portion thereof or interest therein, excluding, however a condominium unit

1.08 Mortgagee The term "Mortgagee" shall mean the holder of a Mortgage

1.09 Residential Uses The term "Residential Uses" shall mean, when referring to the development and ownership of Real Property, the development and ownership of single-family residences, multi-family apartments, and/or residential condominium units, and such uses incidental thereto

1.10 Utility Lines The term "Utility Lines" shall mean sanitary sewers, storm drains, catch basins, water lines, electrical lines, natural gas lines, telephone lines, etc for which easements are granted in accordance with the provisions of Section 3.02 herein below

ARTICLE 2

STATEMENT OF INTENT

2 01 Intent It is the intent of this Agreement to provide for the operation and use of the Complex Entrance for Residential Uses, to provide for and define the Owners' responsibilities with respect to certain Utility Lines and to grant easements for certain Utility Lines

ARTICLE 3

EASEMENTS, RIGHTS & PRIVILEGES

3 01 Complex Entrance Easement Subject to the restrictions upon use specified herein, Foxboro Terrace hereby grants, conveys and transfers to Center Street for the benefit of Property A for so long as and only in the event Property A is used for Residential Uses, a non-exclusive right, privilege and easement to use, and to permit its Owners, Tenants and Permitted Users to use, in common with all other Owners and Tenants and their Permitted Users, the Complex Entrance, including but not limited to all entrance and access roads and driveways located thereon for the purpose of pedestrian and vehicular passage, on, over and across such Complex Entrance for ingress to and egress from each respective Real Property located within the Complex to one or more publicly dedicated roads, subject, however, to the following

(a) The Owners of Property A shall have no right to use the Complex Entrance in the event that Property A is improved in any manner other than for Residential Uses. In the event that only a portion of Property A is developed for Residential Uses, only those portions of Property A so developed shall have the right to the easement granted in this Section 3 01

(b) The Owners may jointly establish such reasonable nondiscriminatory rules and regulations as may from time to time be deemed necessary or desirable for the proper and efficient operation of the Complex Entrance, provided such rules and regulations are applicable to all Owners, Tenants and Permitted Users of the Complex, and the exercise of the rights, easements and privileges granted herein shall be subject to such rules and regulations,

(c) Except for the obligation to contribute to costs of maintenance as set forth in paragraph (d) below, the Owner of the Complex Entrance may not levy any charge for the use of the Complex Entrance,

(d) The Owner of the Complex Entrance, subject to the provisions of Section 4 01, will maintain the improvements constructed upon the real property owned by it and comprising the Complex Entrance in essentially the same condition as the same exist as of the date of completion of such improvements, except that the Owner of Property A will repair the improvements comprising the Complex Entrance which repairs are attributable to construction activities related to Property A. Each Owner covenants and agrees that no Owner shall have the right, without obtaining the prior written consent or approval of the other Owners, which shall not be unreasonably withheld, to make changes, modifications or alterations to any improvements upon the property which comprises the Complex Entrance

(e) Provided Property A is used in whole or in part for Residential Uses, the Owner of Property A may, if it elects, install and maintain on Property B, at or near the Complex Entrance as it abuts Cutler Drive, a directional sign which indicates the location of the project to be developed and operated upon Property A and directs owners, tenants and guests, as applicable, to the location of such project. A non-exclusive easement shall be granted to the

Owner(s) of Property A for the purpose of erecting and maintaining such sign. The Owner of Property A shall also install and maintain a "stop" sign at the appropriate location of each roadway exiting Property A into the Complex Entrance, such that the traffic exiting Property A shall yield to the traffic upon the Complex Entrance. Nothing herein shall preclude the Owner of Property B from maintaining a similar directional sign in the area designated for the directional sign for Property A.

(f) The Owner of Property B may, if it elects, install and maintain on Property A, at or near the Complex Entrance as it abuts Foxboro Drive, a directional sign which indicates the location of the project to be developed and operated upon Property B and directs owners, tenants and guests, as applicable, to the location of such project. A non-exclusive easement shall be granted to the Owner(s) of Property B for the purpose of erecting such sign at a location approved by the Owner of Property A. The Owner of Property B shall also install and maintain a "stop" sign at an appropriate location adjacent to each roadway exiting Property B into the Complex Entrance, such that the traffic exiting Property B shall yield to the traffic upon the Complex Entrance. Nothing herein shall preclude the Owner of Property A from maintaining a similar directional sign in the area designated for the directional sign for Property B.

(g) The easements, rights and privileges created in this Section 3.01 are intended for use by the Owners for the operation of projects which have Residential Uses and such uses incidental thereto and are not intended, and shall not be construed, as a dedication of any portion of the Complex Entrance for public or commercial use, and the Owners shall have the right to take from time to time whatever steps, including temporary closures of such facilities or portions thereof, as may be necessary to avoid such dedication and/or uses.

3.02 Utility Easements Foxboro Terrace hereby grants to Center Street the following, non-exclusive easements for the benefit of Property A:

(i) a permanent non-exclusive easement for the purpose of discharging sanitary sewage into and through an existing or to be constructed common eight inch (8") diameter, underground sanitary sewer line constructed by the Owner of Property B at its sole costs and expense, under the surface of the Complex Entrance. Although necessary for the operation of Property B whether or not Property A is developed, it is anticipated that the sanitary sewer line will be used in common for the benefit of both Property A and Property B. Nothing herein shall be construed as permitting the Owner of Property A or any portion thereof, to connect additional sanitary sewage lines or pipes to the lines and pipes described herein or to otherwise exceed the capacity of discharge of such line or such other capacity approved by applicable governmental entities, taking into account the size of the sanitary sewer line to be installed as provided herein above. All such sanitary sewage lines, pipes, and other facilities shall be repaired, maintained and/or replaced, according to the requirements of Section 4.01 herein below.

(ii) a permanent non-exclusive easement for the purpose of discharging storm waters from Property A to and through a common fifteen inch (15") diameter storm water drainage pipe constructed or to be constructed by Foxboro Terrace, at its sole cost and expense, under the surface of the Complex Entrance. Although necessary for the operation of Property B whether or not Property is developed, it is anticipated that the storm water drainage pipe will be used in common for the benefit of both Property A and Property B. Nothing herein shall be construed as permitting the Owner of Property A or any portion thereof, to connect additional storm detention or outfall lines or pipes to the lines and pipes described herein or to otherwise exceed the capacity of discharge of such drainage pipe or such other capacity approved by applicable governmental entities, taking into account the size of the storm drainage pipe to be installed as provided herein above. All such storm pipes, lines, and other facilities shall be

repaired, maintained and/or replaced, according to the requirements of Section 4 01 herein below

(iii) a permanent non-exclusive easement for the purpose of providing any utilities to Property A under the surface of the Complex Entrance

The easements granted in (i), (ii), and (iii) herein are subject however to the following

(a) Unless otherwise approved by the Owner of the Real Property through or under which such utility line passes, all Utility Lines located in such easements shall be installed below the surface of the ground, except where by its nature, such improvements are required to be located upon the surface of the property.

(b) The Owner of the Real Property through or under which such utility line passes shall have the right to relocate such easement and any Utility Lines located therein, at such Owner's expense, provided that such relocation shall not interfere with, increase the cost of, or diminish (except for a reasonable period related to such relocation) any utility services to the property which such Utility Lines serve

(c) Except as to those improvements currently in place or to be constructed as specified in (i) and (ii) above which are to be installed primarily for the benefit of Property B and paid for by the Owner of Property B, the cost of installing any such Utility Lines shall be paid by the Owner or Owners of the Real Property for which such Utility Lines are to benefit

(d) Any Owner or Owners of Real Property installing, maintaining, repairing or replacing any such Utility Lines shall cause the same to be installed, maintained, repaired or replaced in such a manner as to minimize any damage to or disruption of the Owners, Tenants and condominium owners, shall cause such work to be done promptly and diligently in a good and workmanlike manner, and, upon completion thereof, shall immediately cause the improvements, including landscaping to be restored to their former condition

(e) Each Owner of a Real Property shall execute such documents as may be necessary or appropriate from time to time to effectuate and implement the provisions of this Section 3 02

3 03 No Other Easements No other easements, except those expressly set forth and granted in this Agreement have been created

ARTICLE 4

MAINTENANCE

4 01 Maintenance Responsibilities Throughout the term of this Agreement and except as set forth below, each Owner of Real Property shall be responsible for improvements and maintenance as follows

(a) Except as set forth in subparagraph (b) for commonly shared Utility Lines and in subparagraph (d) below, each Owner shall be solely responsible for maintaining the Utility Lines installed for its benefit in a safe and sound condition, clean and free of rubbish, debris and other hazards, notwithstanding that such Utility Lines may be located at a location not upon such Owner's Real Property



(b) Except as set forth herein and in subparagraph (d) below, the Owner of the Complex Entrance will maintain the improvements comprising the Complex Entrance in a safe and sound condition, clean and free of rubbish, debris, snow and other hazards. At such time as the Owners of Property A develop Property A for Residential Uses, and only in such event, commencing with the first occupancy of Property A, the Owners of Property A shall be responsible to pay to the Owners of the Complex Entrance one-fourth (1/4) of the costs of maintenance, repair and/or replacement of: (i) the Complex Entrance, including but not limited to the costs of snow removal and landscaping with is further provided for herein below, and (ii) any Utility Lines which are shared or used in common by the Owners of Property A and Property B, including but not limited to the commonly shared Utility Lines described in subparagraphs 3 02 (i) and 3 02 (ii) above. All such costs of maintenance, repair and/or replacement shall be determined by bids to be obtained by the Owner of the Complex Entrance. In the event that one or more Owners believe that improvements, maintenance and/or repairs are required relative to the Complex Entrance and/or the common Utility Lines referred to in subparagraphs 3 02 (i) and 3 02 (ii) above, as a result of casualty or other events not within the contemplation of this Section 3 01 (b), and in the further event that the Owners are not able to mutually agree as to the need or cost of such improvements, maintenance, and/or repairs, all parties agree to submit such issues to arbitration to be conducted in Salt Lake City, Utah, according to the rules of the American Arbitration Association.

(c) Each Owner of a Real Property immediately adjacent to the Complex Entrance, shall be solely responsible, at its own costs and expense, for improving, installing, maintaining, repairing, and/or replacing any and all landscaping and other improvements located on its property adjacent to the Complex Entrance. Each such Owner of a Real Property shall maintain such landscaping in a pleasing and reasonably acceptable manner.

(d) Notwithstanding the provisions of paragraphs (a) and (b) above, if the need for maintenance, repair or replacement of Utility Lines or the Complex Entrance is not attributable to ordinary usage, wear and tear, but is due to the negligent acts and/or omissions of an Owner or its condominium owners and/or tenants, all such costs of maintenance, repair or replacement shall be paid and satisfied by the responsible Owner(s) as set forth herein. In the event that one or more Owners assert that another Owner has been negligent and should be solely responsible for the costs of maintenance, repair or replacement of the Complex Entrance or a Utility Line as provided herein and in the event the Owners are not able to agree upon such responsibility or the allocation of costs of the same, all parties agree to submit such issues to arbitration to be conducted in Salt Lake City, Utah, according to the rules of the American Arbitration Association.

The obligation to so maintain the Utility Lines and Complex Entrance or portions thereof shall include, but shall not be limited to the following standards which shall be complied with by each of the Owners (with respect to the applicable portions of such properties that are owned by each of the Owners)

(a) Maintenance of the surface of all roadways, driveways, sidewalks, walkways and other improvements in a clean and safe condition, including the paving, repairing or surfacing and resurfacing, painting or repainting of such areas when necessary with materials in quality, appearance and durability equal to the original materials, the removal of snow, debris and waste materials and the washing or sweeping of paved areas as required,

(b) Cleaning, maintenance and re-lamping of any lighting standards except such fixtures as may be the property of any utility or governmental body,

(c) Performance of necessary maintenance of all landscaping associated with and adjacent to the Complex Entrance, including the trimming, watering and fertilization of all grass,

ground cover, shrubs and trees, removal of dead or waste material and replacement of any dead or diseased grass, ground cover, shrubs or trees, and

(d) Maintenance and repair of all pipelines, catch basins and other Utility Lines and when necessary the replacement of the same with materials of equal or better quality and function

4 02 Right to Perform In the event any Owner fails to discharge any of its maintenance obligations under Section 4 01 hereof within a reasonable time after receiving written notice thereof from any other Owner, any Owner or Owners shall have the right to enter and perform such maintenance obligations and charge the cost thereof to the persons responsible for the payment thereof The responsible Owner shall then remit the amount advanced by the other Owner or Owners within ten (10) days of demand

ARTICLE 5

DAMAGE OR DESTRUCTION

5 01 Obligations to Rebuild In the event of damage to or destruction of the Complex Entrance or the utility improvements identified in this Agreement from any cause whatsoever, the Owner thereof, unless otherwise agreed to by the other Owners in writing, shall repair, rebuild and restore the same to substantially the same condition and quality existing prior to such damage and destruction Such repair, rebuilding and restoration shall be performed promptly and diligently in a workmanlike manner and, once commenced, shall be carried through continuously to conclusion, subject only to unavoidable delays

ARTICLE 6

ENFORCEMENT

6 01 Enforcement Except where arbitration is provided for in this Agreement, any Owner shall have the right to enforce each and every provision of this Agreement and to proceed, at law or in equity, against any person or persons who have violated or are attempting to violate any provision hereof, to enjoin or prevent them from doing so, to cause such violation to be remedied and/or to recover damages for such violation Where arbitration is provided for in this Agreement, the decision of the arbitrator may be entered as a judgment.

6 02 Attorneys' Fees In any legal or equitable proceedings for the enforcement of, or to restrain the violation of, this Agreement, or any provision thereof, or interpret the same, the losing party or parties shall pay the attorneys' fees of the prevailing party or parties in such amount as is fixed by the court in such proceedings

6 03 Cumulative Remedies - Waiver All remedies provided herein or at law or in equity shall be cumulative and non-exclusive The failure of any party entitled under the provisions hereof to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter or a waiver of the right to enforce any other provision hereof



ARTICLE 7

TERM - MODIFICATION

7 01 Term This Agreement and all easements, rights, restrictions, covenants and obligations contained herein shall run in perpetuity, unless terminated pursuant to the provisions of Section 7 02 hereof

7 02 Termination or Modification This Agreement may be amended, modified or terminated by the recordation, in the Office of the Recorder of Davis County, Utah, of a written instrument signed by the Owners and the Mortgagees of all properties, provided however, that nothing herein shall require the consent or signature of Mortgagees of individual condominium units

7 03 Effect of Termination Upon termination of this Agreement, all rights and privileges derived from, and all duties and obligations created and imposed by the terms of, this Agreement shall terminate and thereafter cease to exist except that

- (a) Any utility easement created and fixed pursuant to Section 3 02 hereof shall not terminate,
- (b) The easements and rights for ingress, egress and passage created in Section 3 01 hereof shall not terminate, and
- (c) Such termination shall not limit or affect any remedy at law, or in equity, or under this Agreement, of any party against any other party with respect to any liability or obligation arising or to be performed under this Agreement prior to the date of such termination

ARTICLE 8

MISCELLANEOUS

8 01 Mortgagees Any Mortgage affecting any portion of a Real Property shall at all times be subject and subordinate to the terms of this Agreement, and upon foreclosure of or sale under the power of sale contained in any such Mortgage, the purchaser shall acquire title to the property subject to all of the terms of this Agreement Upon the request of any Owner, all other Owners and their Mortgagees (excluding Mortgagees of individual condominium units whose agreement shall not be required) shall agree to reasonable modifications to this Agreement to meet the requirements of an institutional lender who demands such modifications as a condition precedent to the granting of a loan and the placing of the Mortgage upon the requesting Owner's Real Property, provided such modification does not materially adversely affect the rights of any other Owner or Mortgagee under this Agreement

8 02 Covenants Running with the Land The easements, rights, restrictions, covenants and obligations contained in this Agreement shall run with the land and shall be binding upon and inure to the benefit of each successive Owner of a Real Property within the Complex, and the same shall constitute a general plan for the use, development and protection of the Complex

8 03 Taxes Each Owner shall be responsible for all real estate taxes, assessments and other charges that may be levied, assessed or charged against its Real Property and any improvements located thereon

8 04 No Joint Venture Nothing contained in this Agreement shall be construed to make the Owners of the Complex partners or joint venturers or to render any Owner liable for the debts or obligations of any other Owner

8 05 Third Parties This Agreement is for the exclusive benefit of the Owners of the Complex and the Permitted Users and not for any other persons Nothing contained in this Agreement, express or implied, is intended to confer upon any person, other than Owners, any rights or remedies under or by this Agreement

8 06 Severability If any provision, or a portion thereof, of this Agreement, or the application thereof to any person, entity or circumstances shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement or the application of such provision or portion thereof to any other persons, entities or circumstances shall not be affected thereby, the remainder of this Agreement shall be given effect as if such invalid or such inoperative portion had not been included, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law

8 07 Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of Utah

8 08 Notices Any notice, request, demand, approval or consent given or required to be given under this Agreement shall be in writing and shall be deemed to have been given when mailed by United States registered or certified mail, postage prepaid, to each Owner at the address given by such Owner to the other Owners from time to time. Any Owner may, at any time, change his address for the above purposes by mailing a notice to the other Owners in the manner provided above

8 09 Headings The Article and Section headings contained herein are for convenience and reference only, and in no way define or limit the scope or content of this Agreement, and such headings shall not be considered in any construction or interpretation of this Agreement or any part thereof

8 10 Estoppel Certificates Within fifteen (15) days after written request by any Owner, the other Owners shall deliver to any proposed Mortgagee or purchaser of the requesting Owner's property, a certificate stating that this Agreement is in full force and effect, and identifying any defaults or violations of this Agreement that exist with respect to such property Any such certificate shall, as to such proposed purchaser or mortgagee, be conclusive evidence of the truth of the statements contained therein and binding upon all Owners, and may be relied upon by any proposed purchaser or Mortgagee of the property

8 11 Transfers of Title Upon any sale or transfer of a Real Property, the selling or transferring Owner shall, concurrently with the filing for record of the instrument of conveyance or transfer, give the other Owner(s) written notice of the transfer and of the identity of the transferee Upon any such sale or transfer, and upon payment of any and all amounts which shall then be due and payable by the selling Owner pursuant to the terms of this Agreement, the selling or transferring Owner shall be relieved of any liability or obligations thereafter arising under this Agreement with respect to the Real Property so conveyed or transferred



[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Center Street and Foxboro Terrace have executed this Agreement as of the day and year first above written

CENTER STREET COMPANY, L.C.

a Utah limited liability company

By: Christopher F. Robinson
Christopher F. Robinson, a Manager

By: Edwin L. Madsen, Jr.
Edwin L. Madsen, Jr., a Manager

By: Joseph D. Rich
Joseph D. Rich, a Manager

By: Robert H. Garff
Robert H. Garff, a Manager

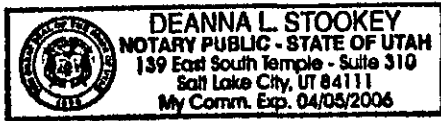
FOXBORO TERRACE ASSOCIATES, L.C., a Utah limited liability company

By its Manager, Foxboro Terrace Management, L C , a Utah limited liability company

By: J. Randolph Cassidy
J. Randolph Cassidy

STATE OF UTAH)
 ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 30th day of April, 2004, by Christopher F Robinson, a Manager of CENTER STREET COMPANY, L C , a Utah limited liability company



Deanna L. Stookey

NOTARY PUBLIC

A small, stylized handwritten mark or signature in the bottom right corner of the page.

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 3rd day of May, 2004, by Edwin L Madsen, Jr, a Manager of CENTER STREET COMPANY, L C, a Utah limited liability company.

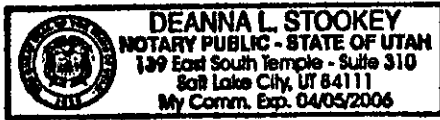


Deanna L. Stookey
NOTARY PUBLIC

[Handwritten mark]

STATE OF UTAH)
 SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 3rd day of MAY, 2004, by Joseph D Rich, a Manager of CENTER STREET COMPANY, L C , a Utah limited liability company



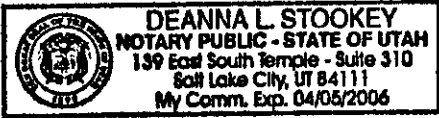
Deanna L. Stookey

NOTARY PUBLIC

Jr

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 3rd day of MAY, 2004, by Robert H Garff, a Manager of CENTER STREET COMPANY, L C , a Utah limited liability company



Deanna L. Stookey

NOTARY PUBLIC

A handwritten signature or set of initials, possibly "D", written in black ink at the bottom right of the page.

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 30th day of April, 2004, by J. Randolph Cassidy, a Manager of Foxboro Terrace Management, L C , a Utah limited liability company, the manager of FOXBORO TERRACE ASSOCIATES, L C , a Utah limited liability company



Deanna L. Stookey
NOTARY PUBLIC

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EXHIBIT "A"

Property A Legal Description

All of Lot 106A of Foxboro Plat 1A, AMENDED, according to the official plat thereof on file with the Davis County Recorder's Office



E 1983518 B 3531 P 1225

EXHIBIT "B"

Property B Legal Description

All of Lot 107A of Foxboro Plat 1A, AMENDED, according to the official plat thereof on file with the Davis County Recorder's Office



EXHIBIT "C"

Complex Entrance Legal Description

Legal description of the private street to be known as "Foxboro Terrace Drive", located in the Northeast Quarter of Section 3, Township 1 North, Range 1 West, Salt Lake Base and Meridian, City of North Salt Lake, Davis County, Utah described as follows

BEGINNING at a point on the west right-of-way line of Cutler Drive, said point being South 89°50'51" West 656.99 feet along the north line of Section 3, Township 1 North, Range 1 West, Salt Lake Base and Meridian to said west right-of-way line and along said west right-of-way line the following three courses South 00°37'35" East 397.54 feet to a point of tangency of a 14.00 foot radius curve to the right, Southwesterly 21.99 feet along said curve through a central angle of 90°00'00" and a long chord of South 44°22'25" West 19.80 feet and South 00°37'35" East 11.50 feet from the Northeast Corner of said Section 3 and thence continuing along said west right-of-way line South 00°37'35" East 41.50 feet to the southeast corner of Lot 107A, Foxboro Plat 1A Amended, thence along the southeasterly line of said Lot 107A the following three courses South 89°22'25" West 200.58 feet to a point of tangency of a 97.00 foot radius curve to the left, Southwesterly 115.35 feet along said curve through a central angle of 68°08'15" and a long chord of South 55°18'18" West 108.68 feet and South 21°14'11" West 404.70 feet to the northerly right-of-way line of Foxboro Drive, thence along said northerly right-of-way line North 68°45'49" West 30.00 feet to a point 30.00 feet perpendicularly distant westerly of said southeasterly line of said Lot 107A, thence North 21°14'11" East 404.70 feet to a point of tangency of a 127.00 foot radius curve to the right, thence Northeasterly 151.03 feet along said curve through a central angle of 68°08'15" and a long chord of North 55°18'18" East 142.29 feet, thence North 89°22'25" East 46.27 feet to a point of tangency of a 50.00 foot radius curve to the left, thence Easterly 13.65 feet along said curve through a central angle of 15°38'32" and a long chord of North 81°33'09" East 13.61 feet, thence North 73°43'53" East 28.92 feet to a point of tangency of a 50.00 foot radius curve to the right, thence Easterly 13.65 feet along said curve through a central angle of 15°38'32" and a long chord of North 81°33'09" East 13.61 feet to a point 41.50 feet perpendicularly distant northerly of said southeasterly line, thence North 89°22'25" East 99.50 feet to the POINT OF BEGINNING Said easement encompasses 23,614 square feet or 0.54 acres, more or less.

