

EASEMENT AGREEMENT

BETWEEN

CABELA'S WHOLESALE, INC.

AND

FARMINGTON CITY

E 2863426 B 6256 P 171-186
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
04/29/2015 09:02 AM
FEE \$0-00 Pgs: 18
SEP RT REC'D FOR FARMINGTON CITY

RECEIVED

APR 29 2015

09-500-0002

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into as of the 28 day of April, 2015, by and between FARMINGTON CITY, a municipal corporation and political subdivision of the State of Utah (together with its successors and Permitted Assignee(s), "City"), and CABELA'S WHOLESALE, INC., a Nebraska corporation (together with its successors and Permitted Assignee(s), "Owner").

RECITALS

WHEREAS, Owner is the contract purchaser of all or most of the Property described on Exhibit "A" (the "Property"), which Property forms a part of a larger commercial and/or mixed-use development (the "Development") in Farmington City, Utah; and

WHEREAS, Owner anticipates consummating its purchase of all or most of the Property for the intended purpose of constructing and operating a typical Cabela's "Next Generation" store with floor area of approximately 70,000 (+/-) square feet ("Store"), in addition to surface parking and ancillary improvements, which is expected to provide regional benefits to City; and

WHEREAS, the Parties will record this easement as a condition of final plat (the "Plat") approval and the easements will be referenced on the plat known as "Park Lane Commons, Phase 2", a current copy of which is attached hereto as Exhibit "B"; and

WHEREAS, the Parties, desiring that this Agreement will bind them and their successors and Permitted Assignee(s), as provided herein, and that its covenants will run with the land constituting the Property, enter into this Agreement for their mutual benefit.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Incorporation of Recitals and Exhibits. The foregoing recitals and each Exhibit to this Agreement are hereby incorporated into and made substantive terms of this Agreement.

2. Grant of Easement. For the sum of one dollar(\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner hereby grants and conveys to the City, its successors and assigns, a non-exclusive perpetual easement (the "Easement") of variable width, generally fifty one feet (51') wide at the Northern end, and thirty

seven feet (37') wide along the balance thereof, solely for the purpose of providing pedestrian access and access for postal, fire, emergency medical service and police authorities and other authorities of the law, said easement area being more particularly described in Exhibit "C," attached hereto and incorporated herein by reference (the "Easement Area"). Said Easement shall be for the use of the public for the limited access purposes stated herein and shall not be used for any other purpose. Owner shall not construct any improvement within the Easement that will prevent the purposes of the Easement. Owner shall have the right to use Easement Area for its own purposes, and nothing herein shall be construed to prevent or prohibit Owner from imposing restrictions on the use of the Easement Area, so long as such restrictions do not prevent pedestrian access or the use of the Easement Area by emergency and postal vehicles, as noted above. It is anticipated that Owner will, and Owner shall have the right to, construct improvements in the Easement Area consistent with the cross-section thereof approved at the Farmington City Council meeting on March 24, 2015, a copy of which cross-section is attached hereto as Exhibit "D" and made a part hereof. All improvements to be constructed and maintained within the Easement Area shall be the responsibility of the Owner. The City shall not construct any improvements within the Easement Area. This Easement grant shall be binding upon and inure to the benefit of the successors and assigns of the Owner and the successors and assigns of the City, and may be assigned in whole or in part by the City. No one other than the City shall have the right to enforce the terms of this Agreement against Owner.

3. Defaults and Remedies.

A. Default by a Party. A breach or default by the either Party under this Agreement ("Default") will be defined as such Party's failure to fulfill or perform any express material obligation of that Party stated in this Agreement (subject to Section 3.C below).

B. No Cross-Defaults. No default or breach by a Party arising under any agreement other than this Agreement will be construed as or constitute a Default under this Agreement or constitute a basis for the non-defaulting Party to assert or enforce any remedy against the defaulting Party under the terms of this Agreement. No Default by a Party arising under this Agreement will be construed as or constitute a default or breach of any agreement other than this Agreement or constitute a basis for the non-Defaulting Party to assert or enforce any remedy against the Defaulting Party under the terms of such other agreement(s). Without limiting any Party's other available remedies, no Default under this Agreement shall permit any Party to terminate this Agreement; however, a Party shall be entitled to injunctive relief as needed.

C. Notices of Default. In the event of a Default by either Party under this Agreement, the non-Defaulting Party will deliver written notice to the Defaulting Party of the Default, at the address specified in Section 5.K, and the Defaulting Party will have thirty (30) days from and after receipt of the notice to cure the Default without liability for the Default. If the Defaulting Party fails to cure such Default within such thirty (30) day period, then the non-Defaulting Party shall have the right to cure such Default, at the expense of the Defaulting Party, and the Defaulting Party agrees to reimburse the non-Defaulting Party for the reasonable costs and expenses incurred by the non-Defaulting Party in connection with curing such Default.

4. **Representations.** In addition to the other representations, warranties and covenants made by the Parties herein, the Parties make the following representations, warranties and covenants to each other, and may be held liable for any loss suffered as a consequence of any misrepresentation or breach under this Article 4 (and any other representations, warranties and covenants made herein).

A. **Full Authority.** Each Party has the full right, power and authority to enter into, perform and observe this Agreement.

B. **Other Instruments.** Unless otherwise specified herein, neither the execution of this Agreement, the consummation of the transactions contemplated hereunder, nor the fulfillment of or the compliance with the terms and conditions of this Agreement by each Party will conflict with, violate or result in a breach of any terms, conditions, or provisions of, or constitute a default under, or result in the imposition of any prohibited lien, charge, or encumbrance of any nature under any agreement, instrument, indenture, or any judgment, order, law or decree to which either Party hereto is a party or by which either Party is bound.

C. **Covenants.** Each Party will keep and perform all of the covenants and agreements of such Party contained herein. Each Party acknowledges and agrees that the other Party is placing material reliance on this Agreement.

5. **Miscellaneous Provisions.**

A. **Contract Formation.** After this Agreement has been approved by official action of the City Council and executed by the Parties, this Agreement will constitute a contract between the Parties, the impairment of the obligations of which will be precluded pursuant to the Utah Constitution (and United States Constitution). The recording of this Agreement in the Public Records (with the execution of both Parties) will be deemed a conclusive determination that this Agreement has been approved by official action of the City Council. Owner's obligations under this Agreement are expressly contingent upon Owner acquiring title to the Property (or a material portion thereof), which shall be evidenced by the recording of a deed vesting title thereto in Owner.

B. **Amendment of this Agreement.**

1. **Written Amendment Required.** This Agreement may be amended, terminated or superseded only by mutual consent in writing of the Parties. No consent of any third party will be required for the negotiation and execution of any such amendment. If the Property is ever subdivided, then the owner of the largest portion of the Property shall be deemed to be the Owner hereunder with authority to make all decisions hereunder with respect to the Property.

2. **Effectiveness and Recordation.** Any such written amendment will be effective upon the later to occur of (a) execution by the Parties or (b) the date of City Council action approving such amendment.

C. Repealer. All orders, bylaws, ordinances, rules and resolutions of City or parts thereof inconsistent or in conflict with this Agreement are hereby repealed to the extent only of such inconsistency or conflict. Similarly, to the extent this Agreement conflicts with the Plat, the terms of this Agreement shall govern and control (however, the balance of the Plat shall remain unmodified and in full force and effect).

D. Assignment; Binding Effect. This Agreement is the valid, binding and legally enforceable obligation of the Parties and is enforceable in accordance with its terms. This Agreement may not be assigned or delegated by either Party without prior written consent of the other Party; provided, however, that Owner may assign and delegate this Agreement to a subsidiary or affiliate or to an entity which merges with Owner or to an entity which acquires all or substantially all of Owner's stock (or other ownership interest) or assets and this Agreement shall run to the benefit of successive owner of the Property (or any portion thereof) from time to time (each, a "Permitted Transferee(s)" or "Permitted Assignee(s)") and may collaterally assign and delegate its rights to receive Funding Disbursements hereunder to a lender (a "Lender") providing construction and/or permanent financing with respect to the Property and the improvements thereon, without the prior written consent of City. Any purported assignment or delegation not in compliance herewith shall be null and void. This Agreement will extend to, inure to the benefit of, and be binding upon City, Owner and their respective Permitted Assignees. This Agreement will constitute an agreement running with the Property until modification or release by mutual agreement of the City and Owner or their respective permitted successors and assigns.

E. Relationship of Parties. This Agreement does not and will not be construed as creating a relationship of joint venturers, partners, or employer-employee between the Parties. No Party will, with respect to an activity, be considered as agent or employee of any other Party.

F. Entire Agreement. This Agreement contains the entire agreement between the Parties regarding the subject matter hereof and no statement, representation, promise or inducement (whether verbally or written) made by either Party or the agent of either Party that is not contained in this Agreement will be valid or binding.

G. Third Party Challenges. In the event of any Legal Challenge by a third party to the validity or enforceability of any provision of this Agreement, the Parties will cooperate in the defense of such challenge and will bear their own costs and attorneys' fees. Unless otherwise provided herein, during the pendency of any such Legal Challenge, the Parties will abide by and carry out all of the terms of this Agreement, unless otherwise ordered by a court of competent jurisdiction. If any Legal Challenge successfully voids, enjoins, or otherwise invalidates any constituent element of this Agreement, the Parties will cooperate to cure the legal defect and to process to completion such instruments as may be necessary or desirable to most fully implement the intent and purpose of this Agreement.

H. Severability of Provisions. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement will continue in full force and

effect so long as enforcement of the remaining provisions would not be inequitable to the Party against whom they are being enforced under the facts and circumstances then pertaining, or substantially deprive such Party of the benefit of its bargain.

I. Applicable Law. This Agreement will be enforceable according to the laws of the State of Utah.

J. Reasonable Efforts. Each Party will use its reasonable efforts and will cooperate, where prudent, with regard to any other action as may be reasonably required to effectuate the intention of this Agreement.

K. Notices. Any notice or communication required or permitted under this Agreement must be in writing, and may be given either personally, by Federal Express or similar next-day delivery service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar next-day delivery service (and sent by overnight or next-day service), a notice will be deemed to have been given and received on the immediately following business day. If personally delivered, a notice will be deemed to have been given and received when delivered to the Party to whom it is addressed. Any Party hereto may at any time, by giving written notice to the other Party hereto as provided in this Section 5.K, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the Parties at their addresses set forth below:

To City:

Farmington City
160 S. Main
Farmington, Utah 84025
Attn: City Manager

To Owner:

Cabela's Wholesale, Inc.
Attn: Vice President of Property Development
One Cabela Drive
Sidney, NE 69160

With copy to:

Cabela's Incorporated
Attn: Legal Department – Real Estate

One Cabela Drive
Sidney, NE 69160

L. Authorization to Execute Documents. The Mayor and City Attorney and the City Engineer (collectively, "Authorized City Official") will, and are hereby authorized and directed to, take all actions necessary or appropriate to effectuate the provisions of this Agreement including, but not limited to, executing such certificates and affidavits on behalf of the City as may be reasonably required. The execution by any Authorized City Official of any document authorized or contemplated herein will be conclusive proof of the approval by City of the terms thereof.

M. Holidays. If the date for making any payment or performing any action hereunder falls on a legal holiday or a day on which the principal office of City is authorized or required by law to remain closed, such payment may be made or act performed on the next succeeding day that is not a legal holiday or a day upon which the principal office of City is authorized or required by law to remain closed.

N. No Third Party Beneficiaries/Third Party Agreements. Nothing expressed or implied in this Agreement is intended or will be construed to confer upon, or to give to, any legal person other than the Parties (and Permitted Assignees), any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all of the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Parties will be for the sole and exclusive benefit of the Parties (and Permitted Assignees). Nothing in this Agreement is intended to interfere with the agreements of the Parties with third parties. Nothing in this Agreement shall confer, grant to or establish any rights in the public in or to the Store or the land within the Property.

O. Attorneys' Fees. In the event of any litigation between the Parties hereto concerning the subject matter hereof, the substantially prevailing Party in such litigation will be entitled to receive from the non-prevailing Party, and will be awarded, in addition to the amount of any judgment or other award entered therein, all reasonable costs and expenses, including attorney fees, incurred by the substantially prevailing Party in such litigation.

P. Good Faith of Parties. In any situation under this Agreement where consent of one of the Parties is required, or where one of the Parties requests an extension of time, the Parties will act in good faith and will not unreasonably withhold, delay, deny, or condition any approval or consent required or contemplated by this Agreement.

Q. Further Assurances. Each Party will execute and deliver such documents or instruments and take such action as may be reasonably requested by the other Party to confirm or clarify the intent of the provision hereof and to effectuate the agreements

herein contained and the intent hereof. This Agreement will be recorded in the public records.

R. Rights of Lenders and Interested Parties. City is aware that financing for acquisition, development, construction and/or permanent financing of the Property may be provided in whole or in part, from time to time, by one or more third parties, including, without limitation, lenders. In the event of any asserted default by Owner, City will provide notice of such asserted default, at the same time notice is provided to Owner, to any such interested party previously identified in writing to City by Owner. If such interested Parties are permitted, under the terms of its agreement with Owner to cure the default and/or to assume Owner's position with respect to this Agreement, City will recognize such rights of interested Parties and to otherwise permit such interested Parties to assume all of the rights and obligations of Owner under this Agreement.

S. Waiver. No waiver of one or more of the terms of the Agreement will constitute a waiver of other terms. No waiver of any provision of this Agreement in any instance will constitute a waiver of such provision in other instances.

T. Titles of Sections and Articles. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience or reference only and will be disregarded in construing or interpreting any of its provisions.

U. Exhibits and Attachments. All exhibits and attachments to this Agreement are hereby incorporated herein and deemed a part of this Agreement.

V. Future Agreement. If Owner enters into a cross access easement agreement with the owner of the property to the South of the Property that includes a similar grant of easement and rights to the City as set forth in Section 2 above, which cross access easement agreement is approved by the City and recorded in the public records, then Owner shall have the right to elect to terminate this Agreement and discharge the Easement by recording an instrument in the public records confirming the same.

[Rest of this page intentionally left blank; signatures start on next page.]

The Parties hereto have caused their duly authorized officials to place their signatures and seals (if any) upon this Agreement the day and year first above written.

CITY

FARMINGTON CITY, UTAH,
a municipal corporation and political
subdivision of the State of Utah



By: _____

H. James Talbot, Mayor

JAMES M. YOUNG, MAYOR PRO-TEMP

ATTEST:

Holly Gadd

Name: Holly Gadd
Title: City Recorder

STATE OF Utah)
) ss:
COUNTY OF Davis)

JAMES M. YOUNG, MAYOR PRO-TEMP

The foregoing instrument was subscribed and sworn to me by ~~H. James Talbot~~, as Mayor, and Holly Gadd, as City Recorder of Farmington City, Utah, on this 28th day of April, 2015.

WITNESS my hand and official seal.

My commission expires: 6/1/16

Deann P. Carlile
Notary Public



[SIGNATURE PAGE TO EASEMENT AGREEMENT (CABELA DRIVE)]

OWNER:

CABELA'S WHOLESALE, INC.,
a Nebraska corporation

By: [Signature]
Name: Mark Nienhueser
Title: V.P.

STATE OF Nebraska)
) ss:
COUNTY OF Cheyenne)

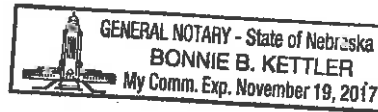
REVIEWED/APPROVED
CABELA'S LEGAL DEPT. [Signature]

The foregoing instrument was subscribed and sworn to me by Mark Nienhueser as VP Property Development of CABELA'S WHOLESALE, INC., a Nebraska corporation, this 21st day of April, 2015.

WITNESS my hand and official seal.

My commission expires: 11/19/2017

Bonnie B. Kettler
Notary Public



**JOINDER PAGE TO
EASEMENT AGREEMENT
BETWEEN FARMINGTON CITY, UTAH
AND CABELA'S WHOLESALE, INC.**

The undersigned, being the current owner of the Property, hereby consents to and joins in the execution of this Agreement and subjects the Property to the terms and conditions hereof.

Farmington Square LLC,
a Utah limited liability company

By: [Signature]
Name: Manager Richard A. Haus
Title: Manager

STATE OF UTAH)
) ss:
COUNTY OF DAVIS)

The foregoing instrument was subscribed and sworn to me by RICHARD A. HAUS as MANAGER of Farmington Square LLC, a Utah limited liability company, this 22 day of April, 2015.

WITNESS my hand and official seal.

My commission expires: 5/29/17.

[Signature]
Notary Public

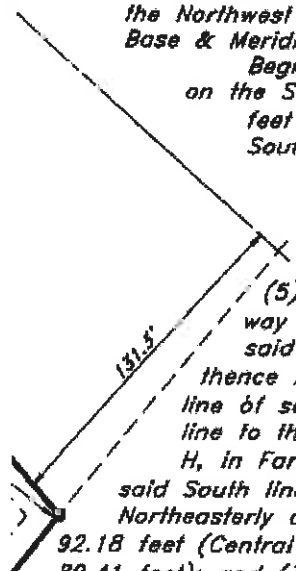


EXHIBIT A

Property

DESCRIPTION

All part of Parcel H, of Park Lane Commons Parcel E Amended and H, in Farmington City Davis County Utah being a part of the Southwest corner of Section 13 the Southeast Quarter of Section 14, the Northeast Quarter of Section 23 and the Northwest Quarter of Section 24, Township 3 North, Range 1 West, Salt Lake Base & Meridian;



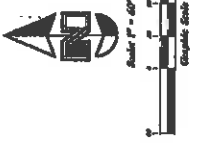
Beginning at the Most Northerly corner of said Parcel H, said point being on the Southwesterly right of way line of Station Parkway; said point is 215.91 feet North 00°00'21" West and 17.79 feet South 89°59'39" West from the Southwest corner of Section 13, Township 3 North, Range 1 West, Salt Lake Base & Meridian; and running thence five (5) courses along said Southwesterly right of way line as follows: (1) South 48°13'43" East 276.50 feet; (2) South 41°46'17" West 13.28 feet; (3) South 41°32'56" East 141.39 feet; (4) South 41°46'17" West 30.60 feet; and (5) South 41°14'43" East 270.55 feet to the Northwesterly right of way line of Park Lane; thence South 39°08'36" West 340.56 feet along said Northwesterly right of way line to the South line of said Parcel H; thence North 89°35'42" West 628.76 feet along said South line to the West line of said Parcel H; thence North 00°06'18" West 668.38 feet along said West line to the South line of Parcel E, Park Lane Commons Parcel E Amended and H, in Farmington City Davis County Utah; thence three (3) courses along the said South line of Parcel E as follows: (1) South 89°21'41" East 239.08 feet; (2) Northeasterly along the arc of a 108.00 foot radius curve to the left a distance of 92.18 feet (Central Angle equals 48°54'10" and Long Chord bears North 66°11'14" East 89.41 feet); and (3) North 41°44'09" East 112.61 feet to the Point of Beginning.
Contains 11.185 Acres

EXHIBIT B
Current Copy of Plat
[attached hereto]

Park Lane Commons - Phase 2

All of Parcel H, of Park Lane Commons Parcel E Amended and H,
being a part of Sections 13, 14, 28 & 24 T3N, R1W, S18&M, U.S. Survey,
Farmington City, Davis County, Utah
March 2015

East Quarter Corner
of T3N, R1W, S18&M, U.S. Survey (Faint Stone Cap Monument)
Station 13
Station 14
Station 24
Station 28
(Base of Monument)



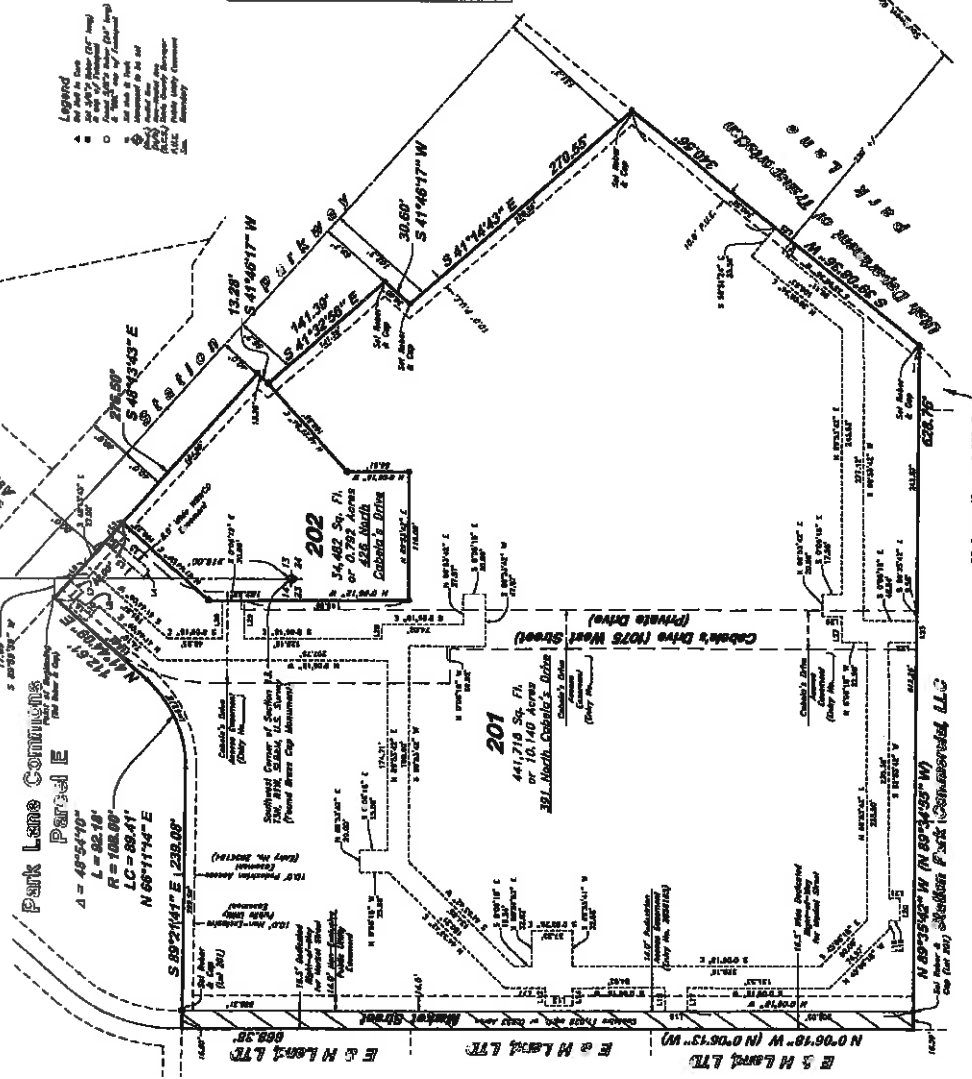
- Legend**
- All plat in time
 - Survey of 1972
 - Survey of 1974
 - Survey of 1976
 - Survey of 1978
 - Survey of 1980
 - Survey of 1982
 - Survey of 1984
 - Survey of 1986
 - Survey of 1988
 - Survey of 1990
 - Survey of 1992
 - Survey of 1994
 - Survey of 1996
 - Survey of 1998
 - Survey of 2000
 - Survey of 2002
 - Survey of 2004
 - Survey of 2006
 - Survey of 2008
 - Survey of 2010
 - Survey of 2012
 - Survey of 2014

EASTBOUND LINE DATA

STATION	LENGTH	BEARING
116	15.52'	N 40°17'50" E
117	8.00'	N 40°17'50" E
118	8.40'	N 40°17'50" E
119	8.80'	N 40°17'50" E
120	9.20'	N 40°17'50" E
121	9.60'	N 40°17'50" E
122	10.00'	N 40°17'50" E
123	10.40'	N 40°17'50" E
124	10.80'	N 40°17'50" E
125	11.20'	N 40°17'50" E
126	11.60'	N 40°17'50" E
127	12.00'	N 40°17'50" E
128	12.40'	N 40°17'50" E
129	12.80'	N 40°17'50" E
130	13.20'	N 40°17'50" E
131	13.60'	N 40°17'50" E
132	14.00'	N 40°17'50" E
133	14.40'	N 40°17'50" E
134	14.80'	N 40°17'50" E
135	15.20'	N 40°17'50" E
136	15.60'	N 40°17'50" E
137	16.00'	N 40°17'50" E
138	16.40'	N 40°17'50" E
139	16.80'	N 40°17'50" E
140	17.20'	N 40°17'50" E
141	17.60'	N 40°17'50" E
142	18.00'	N 40°17'50" E
143	18.40'	N 40°17'50" E
144	18.80'	N 40°17'50" E
145	19.20'	N 40°17'50" E
146	19.60'	N 40°17'50" E
147	20.00'	N 40°17'50" E

EASTBOUND LINE DATA

STATION	LENGTH	BEARING
116	15.52'	N 40°17'50" W
117	8.00'	N 40°17'50" W
118	8.40'	N 40°17'50" W
119	8.80'	N 40°17'50" W
120	9.20'	N 40°17'50" W
121	9.60'	N 40°17'50" W
122	10.00'	N 40°17'50" W
123	10.40'	N 40°17'50" W
124	10.80'	N 40°17'50" W
125	11.20'	N 40°17'50" W
126	11.60'	N 40°17'50" W
127	12.00'	N 40°17'50" W
128	12.40'	N 40°17'50" W
129	12.80'	N 40°17'50" W
130	13.20'	N 40°17'50" W
131	13.60'	N 40°17'50" W
132	14.00'	N 40°17'50" W
133	14.40'	N 40°17'50" W
134	14.80'	N 40°17'50" W
135	15.20'	N 40°17'50" W
136	15.60'	N 40°17'50" W
137	16.00'	N 40°17'50" W
138	16.40'	N 40°17'50" W
139	16.80'	N 40°17'50" W
140	17.20'	N 40°17'50" W
141	17.60'	N 40°17'50" W
142	18.00'	N 40°17'50" W
143	18.40'	N 40°17'50" W
144	18.80'	N 40°17'50" W
145	19.20'	N 40°17'50" W
146	19.60'	N 40°17'50" W
147	20.00'	N 40°17'50" W



DAVIS COUNTY RECORDER
 DEPT. NO. _____ SEE AND
 RECORD IN BOOK _____ OF ACTUAL
 RECORD PAGE _____ RETURNED
 TO:
 DAVIS COUNTY RECORDER
 6th Floor
 680 11th Street
 Farmington, UT 84201



EXHIBIT C

Easement Area

[attached hereto]



GREAT BASIN
ENGINEERING

March 20, 2015

Cabela's Farmington

Cabela's Drive Access Easement

A part of Parcel H, of Park Lane Commons Parcel E Amended and H, in Farmington City Davis County Utah being a part of the Southwest Quarter of Section 13, the Southeast Quarter of Section 14, and the Northeast Quarter of Section 23, Township 3 North, Range 1 West, Salt Lake Base & Meridian;

Beginning at the Most Easterly corner of Parcel E of Park Lane Commons Parcel E Amended and H, in Farmington City Davis County Utah, said point being on the Southwesterly right of way line of Station Parkway; said point is 216.00 feet North $00^{\circ}00'21''$ West along the Section line and 17.69 feet South $89^{\circ}59'39''$ West from the Southeast Corner of Section 14; and running thence South $48^{\circ}13'43''$ East 84.08 feet along said Southwesterly right of way line; thence South $41^{\circ}44'09''$ West 60.93 feet to a point of curve; thence Southerly along the arc a 64.00 foot radius curve to the left a distance of 46.73 feet (Central Angle equals $41^{\circ}50'21''$, and Long Chord bears South $20^{\circ}48'58''$ West 45.70 feet) ; thence South $00^{\circ}06'12''$ East 26.22 feet; thence South $89^{\circ}53'48''$ West 16.50 feet; thence South $00^{\circ}06'18''$ East 618.12 feet to the South boundary line of said Parcel H; thence North $89^{\circ}35'42''$ West 36.00 feet along said South boundary line; thence North $00^{\circ}06'18''$ West 427.90 feet; thence South $89^{\circ}53'42''$ West 31.50 feet; thence North $00^{\circ}06'18''$ West 211.19 feet to the point of curve of a non-tangent curve whose center point bears North $89^{\circ}53'41''$ East; thence Northerly along the arc a 148.08 foot radius curve to the right a distance of 113.06 feet (Central Angle equals $43^{\circ}44'49''$, and Long Chord bears North $19^{\circ}51'45''$ East 110.34 feet) to the Northerly boundary line of said Parcel H; thence North $41^{\circ}44'09''$ East 60.98 feet along said Northerly boundary line to the POINT OF BEGINNING.

Contains 42,066 square feet

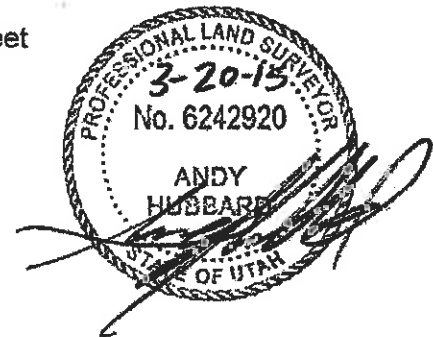
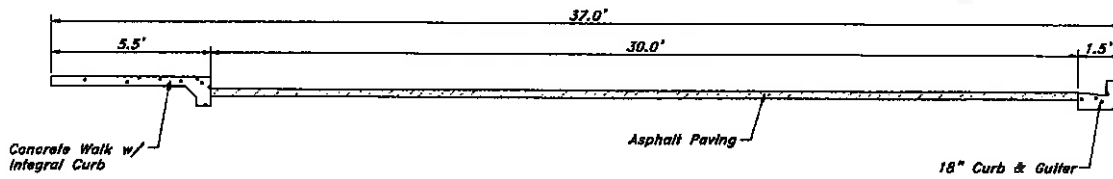


EXHIBIT D

Cross Section

[attached hereto]



DATE
April 20, 2015

37.0' Wide Access Cross Section

SHEET NO.
EX-3

1075 West Station Parkway
Farmington City, Davis County, Utah



**GREAT BASIN U
ENGINEERING**

5746 SOUTH 1476 EAST OGDEN, UTAH 84403
 MAIN (801) 274-4515 S.L.C (801) 551-0252 FAX (801) 274-7844
 WWW.GREATBASINENGINEERING.COM

JOB NO. 148953
 Mic148953-Caballero-Farmington.dwg 148953.dwg 4/20/2015 4:28:04 PM Rebecca 1.1