

Execution Version

Return Recorded Document to:

Payson Place, L.L.C.  
154 East Myrtle Avenue #303  
Murray, Utah 84107

NCS - 818663 A#

Tax Parcel Nos.: 30-063-0069

**RECIPROCAL EASEMENT AGREEMENT**

THIS RECIPROCAL EASEMENT AGREEMENT (the "Agreement") is executed this 6<sup>th</sup> day of March, 2017, by PAYSON PLACE, L.L.C., a Utah limited liability company ("Parcel 1 Owner"), and AMERICA FIRST FEDERAL CREDIT UNION ("Parcel 2 Owner"). Parcel 1 Owner and Parcel 2 Owner shall sometimes hereinafter be referred to individually as a "Party," and collectively as the "Parties."

A. Parcel 1 Owner is the owner of certain real property located in Payson City, Utah County, Utah, which property is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference ("Parcel 1").

B. Parcel 2 Owner has acquired from Parcel 1 Owner certain real property located immediately adjacent to Parcel 1, in Payson City, Utah County, State of Utah, which property consists of approximately 2.10 acres and is more particularly described on Exhibit "B" attached hereto and incorporated herein by reference (the "Parcel 2"). Parcel 1 and Parcel 2 are collectively referred to herein as the "Properties," and together comprise a portion of the retail development project commonly referred to as "Payson Place" (the "Center").

C. The Parties desire to establish certain easements for the mutual and reciprocal benefit of the Properties and the present and future owners, tenants, occupants and invitees thereof. This Agreement is not intended to modify or replace the covenants, duties or terms of that certain Access & Utility Easement Agreement and Restrictive Covenant dated June 17, 2004, and recorded with the Utah County Recorder's Office on October 5, 2004, as Entry No. 113535:2004 ("2004 Easement"), which 2004 Easement both benefits and encumbers the Properties.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Parties covenant and agree that the Properties and all present and future owners, tenants, occupants and invitees of the Properties shall be and hereby are subject to the terms, easements, covenants, conditions and restrictions as follows:

1. **DEFINITIONS.** For purposes hereof:

1.1. The term "Owner" or "Owners" shall mean Parcel 1 Owner, Parcel 2 Owner and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the Properties, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure or otherwise, but not including the holder of any lien or encumbrance on such Properties or any portion thereof.

1.2. The term “Site Plan” shall mean that site plan of the Parcels attached hereto as Exhibit “C” and by reference made a part hereof, which, among other things, depicts and sets forth the legal description of the Shared Road (defined below).

1.3. The term “Permittees” shall mean the tenants or occupants of the Properties, and the respective employees, agents, contractors, customers, invitees and licensees of: (a) the Owners of such Properties, and/or (b) such tenants or occupants.

2. EASEMENT.

2.1. Grant of Reciprocal Easements. Subject to any express conditions, limitations or reservations contained herein, each Owner hereby grants, establishes, covenants and agrees that the Properties, and all Owners and Permittees of the Properties, shall be benefited and burdened by the following nonexclusive, perpetual and reciprocal easement (the “Easement”), which is hereby imposed upon the Properties and all present and future Owners and Permittees of the Properties:

An easement for reasonable access, ingress and egress to, from, upon, over, under and across all of the shared road, as depicted on the Site Plan (the “Shared Road”), for the purpose of (i) vehicular and pedestrian access, ingress and egress between all portions of the Properties and to and from all abutting streets or rights of way furnishing access to the Properties, and (ii) the installation, maintenance, repair and replacement of utility lines and improvements appurtenant to such use within, under or about the Shared Road. Neither Owner may reconfigure or redesign the Shared Road without the other Owner’s prior written consent. The Shared Road is further depicted and described in Exhibit “C” as Shared Road “A” and Shared Road “B” for purposes of identifying the portion of the Shared Road that is the subject of the maintenance and repair covenants set forth in Section 3 of this Agreement.

2.2. Interference. Each Owner covenants and agrees that the rights granted pursuant to the Easement set forth in Section 2.1 shall at all times be exercised in such a manner as not to unreasonably interfere with the normal operation of the Properties and the businesses conducted therein.

2.3. Indemnification. Each Owner having rights with respect to the Easement granted in this Agreement shall indemnify and hold the Owner whose particular Property is subject to the Easement and each of such Owner’s Permittees harmless from and against all claims, liabilities, damages, penalties, costs, demands and expenses (including reasonable attorneys’ fees and legal costs) relating to the breach of this Agreement or to accidents, injuries, loss or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner, its contractors, employees, agents or others acting on behalf of such Owner.

2.4. Reasonable Use of Easement.

(a) The Easement granted herein shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Property including, without limitation, public

access to and from said business, and the receipt or delivery of materials, supplies, merchandise and the like in connection therewith.

(b) Once commenced, any construction, maintenance, repair or replacement undertaken in reliance upon the Easement granted herein shall be diligently prosecuted to completion, so as to minimize any interference with the business of any other Owner and its Permittees. Except in cases of emergency (and as otherwise set forth in Sections 3.1 and 3.2), the right of any Owner to enter upon a Property of another Owner for the exercise of any right pursuant to the Easement set forth, or to prosecute work on such Owner's own Property if the same interferes with the Easement, shall be undertaken only in such a manner so as to minimize any interference with the business of the other Owner and its Permittees, and only following reasonable notice under the circumstances to the other Owner. The Owner performing any such construction, maintenance, repair or replacement shall have the obligation at its own expense (except as set forth in Sections 3.1 and 3.2) to promptly restore the other Owner's Property to the same condition as was present prior to such construction, maintenance, repair or replacement.

3. **MAINTENANCE AND REPAIR.**

3.1. **Maintenance of Shared Roads.**

(a) **Acknowledgment of 2004 Easement.** The Parties acknowledge that the 2004 Easement obligates the owner of property adjoining the Properties and referred to therein as the SDC3 Property (the "Adjoining Owner") to maintain and repair the surface of Shared Road "B", as further described in the 2004 Easement. As set forth in Recital C above, this Agreement is not intended to modify any of the covenants, duties or terms set forth in such 2004 Easement.

(b) **Ongoing Maintenance and Repair.** Subject to Section 3.1(a) above, the Parcel 1 Owner (the "Maintaining Owner") shall be responsible, at all times, to regularly maintain, and in the case of the surface of Shared Road "B", to cause to be maintained by the Adjoining Owner to the extent required by the 2004 Easement, those portions of the Shared Roads identified as Shared Road "A" and Shared Road "B", including all utility lines and related improvements located within such Shared Road "A" and Shared Road "B", and to keep (and in the case of the surface of Shared Road "B", to cause to be kept by Adjoining Owner to the extent required by the 2004 Easement) Shared Road "A" and Shared Road "B" in good condition and repair, and shall perform (or cause to be performed by the Adjoining Owner, as applicable) maintenance, repair and replacement activities including, but not limited to, maintaining, repairing and replacing, when necessary, utility lines and improvements appurtenant thereto, curb and gutter, any pathways, and the surface of the Shared Roads, removing all papers, debris and other refuse from and periodically sweeping the Shared Roads to the extent necessary to maintain the same in a clean, safe and orderly condition, maintaining appropriate and functioning lighting fixtures for such Shared Roads, maintaining marking, directional signs, lines and striping as needed, performing snow removal functions, maintaining storm drains and performing any and all such other duties as are necessary to maintain such areas affected by the Easement in a clean, safe and orderly condition. In the event the cost of any work to be performed by the Maintaining Owner on either Shared Road

“A” or Shared Road “B” (or utility lines or related improvements located within the same) will exceed \$2,500, the Maintaining Owner must obtain the prior written approval of the other Owner (the “Non-Maintaining Owner”) before entering into an agreement for the performance of such work. Notwithstanding the foregoing, (a) any damage to any Property to which the Easement pertains, which is caused by intentional or negligent acts of one of the Parties or its employees, contractors or agents, shall be promptly repaired at the sole cost of such Party, and assuming the expense is not paid for by a third party utilities company or governmental authority, the full amount of such expense shall be borne by the Owner of the Property receiving the benefit from such maintenance and/or repair.

(c) Shared Expenses. All commercially reasonable costs and expenses (the “Shared Expenses”) paid by Maintaining Owner pursuant to this Section 3 to either (i) any third party to regularly operate, maintain and repair Shared Road “A” or Shared Road “B” (including utility lines or related improvements located within the same), or (ii) to cause the Shared Road “B” to be regularly operated, maintained and repaired by the Adjoining Owner to the extent required by the 2004 Easement, shall be shared equal, with each Owner being responsible for fifty percent (50%) of such Shared Expenses (the “Owner’s Proportionate Share”).

(d) Billing of Shared Expenses. The Maintaining Owner shall be responsible to bill the Non-Maintaining Owner, on no more than a monthly basis, for the Non-Maintaining Owner’s Proportionate Share of the Shared Expenses. All such bills shall contain an itemized description of the work performed and the total costs and expenses incurred for such work. The Non-Maintaining Owner shall pay all such bills within thirty (30) days after receipt of the bill. If the Non-Maintaining Owner fails to timely pay any bill, the unpaid amount shall bear interest at the rate of fifteen percent (15%) per annum from the due date until the date such amount is paid in full. The Non-Maintaining Owner, and its agent or representatives, shall be permitted, upon seventy-two (72) hours advance written notice to the Maintaining Owner, to review Maintaining Owner’s records and supporting documentation for any bill submitted by the Maintaining Owner to the Non-Maintaining Owner pursuant to this Section 3.1.

3.2. Failure to Maintain Easement. If the Maintaining Owner fails to properly maintain or repair the Easement as required by Section 3.1 above, the Non-Maintaining Owner shall give the Maintaining Owner written notice of the claimed maintenance or repair failure, and the Maintaining Owner shall have thirty (30) days following the receipt of such written notice to cure such failure. If the Maintaining Owner fails to cure the maintenance or repair failure within the thirty (30) day period, or if such failure is not curable within the thirty (30) day period and the Maintaining Owner has failed to begin to cure such failure within the thirty (30) day period, Non-Maintaining Owner may, but shall not be required to, cure the maintenance or repair failure, and may charge to the Maintaining Owner the commercially reasonable costs it incurs in curing such failure equal to such Owner’s Proportionate Share.

The Non-Maintaining Owner shall be responsible to bill the Maintaining Owner for the costs and expenses incurred to cure such failure equal to the Maintaining Owner’s Proportionate Share. All such bills shall contain an itemized description of the work performed and the total costs and expenses incurred for such work. The Maintaining Owner shall pay all such bills within thirty (30) days after receipt of the bill. In the event the Maintaining Owner fails to

timely pay any bill, the unpaid amount shall bear interest at the rate of fifteen percent (15%) per annum from the due date until the date such amount is paid in full.

3.3. Emergency Repairs and Maintenance. If an emergency repair or maintenance item arises, either Party may take action to make such emergency repair or take care of the emergency maintenance. Each Party shall then be responsible for such Party's share (as set forth in Section 3.1 above) of the commercially reasonable costs incurred in addressing the emergency repair or maintenance item.

The repairing Party shall be responsible to bill the other Party for such other Party's share (as set forth in Section 3.1 above) of the costs and expenses incurred in connection with the emergency. All such bills shall contain an itemized description of the work performed and the total costs and expenses incurred for such work. The other Party shall pay all such bills within thirty (30) days after receipt of the bill. In the event such Party fails to timely pay any bill, the unpaid amount shall bear interest at the rate of fifteen percent (15%) per annum from the due date until the date such amount is paid in full. The other Party, and its agent or representatives, shall be permitted, upon seventy-two (72) hours advance written notice to the repairing Party, to review the repairing Party's records and supporting documentation for any bill submitted pursuant to this Section 3.3.

3.4 Right of Parcel 2 Owner to Maintain. The Parcel 2 Owner may, at its election, maintain, repair or replace (or, with respect to the surface of Shared Road "B", cause the Adjoining Owner to maintain, repair or replace to the extent required by the 2004 Easement), as the "Maintaining Owner," consistent with Section 3.1 above, Shared Road "A" or Shared Road "B", or any utility lines and related improvements located therein; provided however, that the Parcel 2 Owner shall have no obligation to do so.

#### 4. REMEDIES AND ENFORCEMENT.

4.1. All Legal and Equitable Remedies Available. In the event of a default or threatened default by any Owner or its Permittees of any of the terms, easements and covenants hereof, the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

4.2. Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

4.3. No Termination for Default. Notwithstanding the foregoing to the contrary, no default hereunder shall entitle any Owner to cancel, rescind or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Property made in good faith for value, but the easements and covenants hereof shall be binding upon and effective against any Owner of such Property covered hereby whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

4.4. Irreparable Harm. In the event of a violation or threat thereof of any of the provisions of Sections 2 or 3 of this Agreement, each Owner agrees that such violation or threat thereof shall cause the nondefaulting Owner and/or its Permittees to suffer irreparable harm and such nondefaulting Owner and its Permittees shall have no

adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of Sections 2 or 3 of this Agreement, the nondefaulting Owner, in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of Sections 2 or 3 of this Agreement.

5. **TERM.**

The easements and covenants contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Utah County Recorder and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record Owners of Parcel 1 and Parcel 2.

6. **MISCELLANEOUS.**

6.1. **Condition and Repair.** Until such time as improvements are constructed on Parcel 2, Parcel 2 Owner shall maintain the same in a clean and neat condition and shall take such measures as are necessary to control grass, weeds, blowing dust, dirt, litter or debris.

6.2. **Attorneys' Fees.** In the event a Party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing Party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

6.3. **Amendment.** The Parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of the Properties, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the Utah County Recorder.

6.4. **No Waiver.** No waiver of any default of any obligation by any Party shall be implied from any omission by the other Party to take any action with respect to such default.

6.5. **No Agency.** Nothing in this Agreement shall be deemed or construed by any person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between any persons.

6.6. **Covenants to Run with Land.** It is intended that each of the easements, covenants, rights and obligations set forth herein shall run with the Properties and create equitable servitudes in favor of the Property(ies) benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the Parties and their respective successors, assigns, heirs and personal representatives.

6.7. **Grantee's Acceptance.** The grantee of any of the Properties, or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from Owner or from any subsequent Owner of such Properties, or any portion thereof, shall accept such deed or contract upon and subject to each and all of the easements, covenants, duties and obligations contained herein. By such acceptance, any such

grantee shall for itself and its successors, assigns, heirs and personal representatives covenant, consent and agree to and with the other affected persons, to keep, observe, comply with and perform the obligations and agreements set forth herein with respect to the portion of the Properties so acquired by such grantee.

6.8. Severability. Each provision of this Agreement and the application thereof to the Properties are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. Notwithstanding the foregoing, the Parties shall attempt in good faith to negotiate a mutually acceptable alternative to any provision held to be invalid or unenforceable or to not run with the land. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of all of the Properties by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

6.9. Time of Essence. Time is of the essence of this Agreement.

6.10. Entire Agreement. This Agreement contains the complete understanding and agreement of the Parties with respect to all matters referred to herein, and all prior representations, negotiations and understandings are superseded hereby.

6.11. Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company or personal delivery at the Party's last known address. Notice shall be deemed given upon receipt or refusal to accept delivery. Each Party may change from time to time their respective address for notice hereunder by like notice to the other Parties.

6.12. Governing Law. The laws of the State of Utah shall govern the interpretation, validity, performance and enforcement of this Agreement.

6.13. Estoppel Certificates. Each Owner, within twenty (20) day of its receipt of a written request from the other Owner(s), shall from time to time provide the requesting Owner, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

6.14. Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Property, this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the affecting Property(ies) land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

*[Remainder of Page Intentionally Left Blank.]*





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

“PARCEL 1 OWNER”

PAYSON PLACE, L.L.C., a Utah limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Address: 154 East Myrtle Avenue #303  
Murray, Utah 84107

STATE OF UTAH )  
 : ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2017, personally appeared before me \_\_\_\_\_, the Manager of Payson Place, L.L.C., a Utah limited liability company and the signer of the foregoing instrument, who duly acknowledged to me that he executed the same on behalf of said limited liability company for its stated purpose.

\_\_\_\_\_  
Notary Public

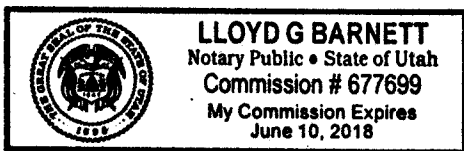
“PARCEL 2 OWNER”

AMERICA FIRST FEDERAL CREDIT UNION

By: [Signature]  
Name: Rex Rollo  
Its: Exec VP/CFO  
Address: 4646 S 1500 W  
Riverton, UT 84405

STATE OF UTAH )  
 : ss.  
COUNTY OF Weber )

On the 3rd day of March, 2017, personally appeared before me Rex Rollo, the Exec. V.P. of America First Federal Credit Union, a officer and the signer of the foregoing instrument, who duly acknowledged to me that he executed the same on behalf of said limited liability company for its stated purpose.



Lloyd G Barnett  
Notary Public

1393164

**Exhibit "A"**

**Parcel 1 Owner**

**January 16, 2017**

All of Lot 1 of Payson Place Subdivision, Plat A according to the Official Plat thereof lying within the Southeast Quarter of Section 18, Township 9 South, Range 2 East, Salt Lake Base and Meridian, U.S. Survey in Utah County, Utah.

**Contains 89,731 sq. ft.  
or 2.06 acres**

ALSO:

All of Lot 2 of AFFCU Payson Subdivision according to the Official Plat thereof lying within the Southeast Quarter of Section 18, Township 9 South, Range 2 East, Salt Lake Base and Meridian, U.S. Survey in Utah County, Utah.

**Contains 96,508 sq. ft.  
or 2.215 acres**



**Exhibit "B"**

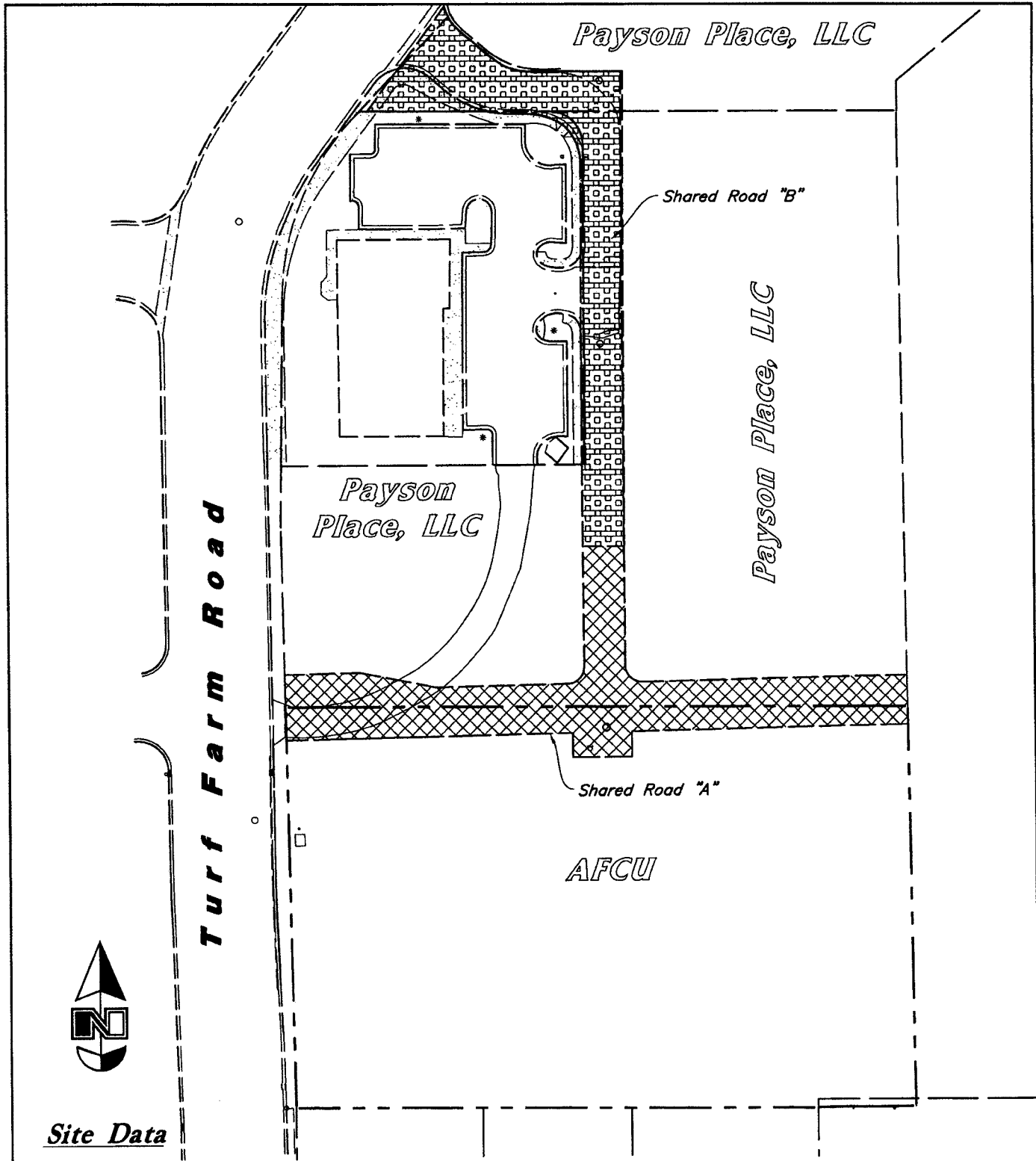
**Parcel 2 Owner**

**November 10, 2016**

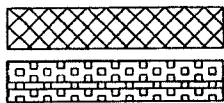
All of Lot 1 of AFFCU Payson Place Subdivision according to the Official Plat thereof lying within the Southeast Quarter of Section 18, Township 9 South, Range 2 East, Salt Lake Base and Meridian, U.S. Survey in Utah County, Utah.

**Contains 91,553 sq. ft.  
or 2.102 acres**





**Site Data**



**Shared Road "A" Access & Utility Easement**

**Shared Road "B" Access & Utility Easement**

**AWA**  
**ANDERSON WAHLEN & ASSOCIATES**  
 2010 North Redwood Road, Salt Lake City, Utah 84116  
 801 521-8529 - [AWAengineering.net](http://AWAengineering.net)

**Site Plan**  
**Exhibit "C"**

**AFCU Payson**  
 919 & 967 South Turf Farm Road  
 Payson, UT

*Designed By: JT*  
*Drafted By: BSP*  
 02 March 2017  
 14-084-Esmnt

**Exhibit "C"**  
**2 of 3**

**Shared Road "A"**

**January 16, 2017**  
**Revised January 23, 2017**

A part of the Southeast Quarter of Section 18, Township 9 South, Range 2 East, Salt Lake Base and Meridian, U.S. Survey in Utah County, Utah:

Beginning at a point on the East Line of Turf Farm Road located 1150.14 feet North 89°54'08" East along the Section Line, and 977.12 feet North 1°07'34" West from the South Quarter Corner of said Section 18; and running thence North 1°07'34" West 19.78 feet along said East Line; thence North 88°52'26" East 46.05 feet; thence South 78°49'24" East 46.93 feet; thence North 88°52'26" East 81.05 feet to a point of curvature; thence Northeasterly along the arc of a 10.00 foot radius curve to the left a distance of 15.51 feet (Central Angle equals 88°52'26" and Long Chord bears North 44°26'13" East 14.00 feet) to a point of tangency; thence North 72.75 feet; thence East 24.00 feet; thence South 71.88 feet to a point of curvature; thence Southeasterly along the arc of a 10.00 foot radius curve to the left a distance of 15.91 feet (Central Angle equals 91°07'34" and Long Chord bears South 45°3'47" East 14.28 feet) to a point of tangency; thence North 88°52'26" East 160.66 feet to an existing Boundary Line fence; thence South 0°45'56" East 30.00 feet along said fence line; thence South 88°52'26" West 167.67 feet; thence South 15.50 feet; thence West 35.65 feet; thence North 14.80 feet; thence South 88°52'26" West 377.44 feet to the East Right-of-Way Line of Turf Road; thence North 1°07'34" West 20.22 feet along said East Line to the point of beginning.

**Contains 14,574 sq. ft.**

**Exhibit "C"**  
**3 of 3**

**Shared Road "B"**

**January 16, 2017**

A part of the Southeast Quarter of Section 18, Township 9 South, Range 2 East, Salt Lake Base and Meridian, U.S. Survey in Utah County, Utah:

Beginning at the Southwest Corner of Lot 1 Payson Place Subdivision, Plat A located 1179.79 feet North 89°54'08" East along the Section Line, and 1335.99 feet North 0°05'52" West from the South Quarter Corner of said Section 18; and running thence East 115.97 feet along the South Line of said Subdivision; thence Southeasterly along the arc of a 20.00 foot radius curve to the right a distance of 31.42 feet (Center bears South, Central Angle equals 90°00'00" and Long Chord bears South 45°00'00" East 28.28 feet) to a point of tangency; thence South 243.18 feet; thence East 24.00 feet; thence North 287.18 feet; thence West 58.06 feet; thence Northwesterly along the arc of a 30.00 foot radius curve to the right a distance of 20.78 feet (Central Angle equals 39°40'21" (39°40'48" record) and Long Chord bears North 70°09'36" West 20.36 feet); thence North 50°19'12" West 29.12 feet; thence Northwesterly along the arc of a 25.00 foot radius curve to the right a distance of 10.16 feet (Central Angle equals 23°16'52" and Long Chord bears North 38°40'53" West 10.09 feet to the East Right-of-Way Line of Turf Road; thence South 43°17'05" West 78.82 feet along said East Line to the point of beginning.

**Contains 11,082 sq. ft.**