



EXHIBIT "A"

Parcel 1: (Fee Simple Interest) 01-021-0078A

Part of Lots 1 and 10, Block 25, Plat "A", Ogden City Survey: Beginning at a point on the West line of Washington Boulevard, said point being 66.06 feet North 0°58' East along said West line from the Southeast corner of said Lot 1; running thence North 89°06'42" West 84.86 feet along an existing building wall to a building corner; thence North 1°56'53" East 14.75 feet along an existing building wall to a building corner; thence North 88°54'59" West 81.21 feet to the East line of Merchants Alley extended; thence North 0°58' East 144.00 feet along said East line extended and East line; thence South 89°04'12" East 165.82 feet to the West line of Washington Boulevard; thence South 0°58' West 158.92 feet along said West line to the point of beginning.

Parcel 1A: (Easement Estate Interest)

Together with an easement and right-of-way appurtenant to said property for ingress and egress for vehicular and pedestrian traffic over and across the following described real property contiguous thereto: Part of Lot 1, Block 25, Plat "A", Ogden City Survey: Beginning at a point on the East line of Kiesel Avenue; said point being 301.65 feet North 89°02' West and 91.75 feet North 0°58' East from the Southeast corner of Lot 1, running thence North 0°58' East 24.01 feet along said East line, thence South 87°49'04" East 135.86 feet to the East line of Merchants Alley; thence South 0°58' West 24.01 feet along said East line; thence North 87°49'04" West 135.86 feet along the North line of existing building and building line extended to the point of beginning.

Parcel 2: (Fee Simple Interest) 01-021-0072A

Part of Lot 10, Block 25, Plat "A", Ogden City Survey, Weber County, Utah: Beginning on the West line of Washington Boulevard, said point being 224.98 feet North 0°58' East along the West line of Washington Boulevard from the Southeast corner of Lot 1 of said Block 25, North 89°04'22" West 165.82 feet to the East line of Merchants Alley, thence North 13.86 feet, thence East 34 feet, thence North 10.64 feet, thence South 89°04'22" East 99.86 feet, thence South 6.58 feet, thence East 31.25 feet to the West line of Washington Boulevard, thence South 0°58' West 17.92 feet to the point of beginning.

Together with that portion of vacated Merchants Alley abutting said property on the West.

Parcel 3: (Leasehold Interest as shown in Exhibit "B") 01-021-0070A

Part of Lots 9 and 10, Block 25, Plat "A", Ogden City Survey, Weber County, Utah: Beginning at a point 30 feet East and 85.5 feet South from the Northwest corner of said Lot 10, running thence East 128 feet, more or less, to the center of Merchants Alley, thence North 58 feet, more or less, thence North 89°04'22" West 26 feet, more or less, thence North 0°57'44" East 95 feet, more or less, to the West line of vacated Merchants Alley; thence Northerly along said West side to the North line of Lot 9; thence West to the East side of Kiesel Avenue; thence South along said East line 217.5 feet, more or less, to the point of beginning.

Together with that portion of vacated Merchants Alley abutting said property on the East.

Also: 01-021-0067A

Part of Lot 8, Block 25, Plat "A", Ogden City Survey, Weber County, Utah: Beginning on the East line of Kiesel Avenue and the South line of said Lot 8; running thence East 100 feet, more or less; thence North 66 feet; thence West 100 feet, more or less; thence South 66 feet to beginning.



\*W2376165\*

E# 2376165 PG 1 OF 4  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
19-NOV-08 12:14 PM FEE \$17.00 DEP SC  
REC FOR: US TITLE UTAH  
ELECTRONICALLY RECORDED

AFTER RECORDING RETURN TO:  
Ogden-Wasatch Holdings, LLC  
299 South Main, Suite 2400  
Salt Lake City, Utah 84111

**SPECIAL WARRANTY DEED**

**OGDEN CITY REDEVELOPMENT AGENCY, formerly known as, OGDEN CITY NEIGHBORHOOD DEVELOPMENT AGENCY;** a body politic and political subdivision of the State of Utah, of Ogden, Weber County, State of Utah, **Grantor**, hereby conveys and warrants against all claiming by, through or under it to **OGDEN-WASATCH HOLDINGS, LLC**, a Utah limited liability company, of Salt Lake City, Salt Lake County, State of Utah, **Grantee**, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration the following described tract of land in Weber County, State of Utah:

PARCEL 1: 01-021-0067 *da*

Part of Lot 8, Block 25, Plat "A", Ogden City Survey, Weber County, Utah: Beginning on the East Line of Kiesel Avenue and the South line of said Lot 8; running thence East 100 feet, more or less, thence North 66 feet; thence West 100 feet, more or less; thence South 66 feet to the place of beginning.

PARCEL 2: 01-021-0070 *da*

Part of Lot 9 and 10, Block 25, Plat "A", Ogden City Survey, Weber County, Utah: Beginning at a point 30 feet East and 85.5 feet South from the Northwest corner of said Lot 10, running thence East 128 feet, more or less to the center of Merchants Alley, thence North 58 feet, more or less, thence North 89D04'22" West 26 feet, more or less, thence North 0D57'44" East 95 feet, more or less, to the West line of vacated Merchants Alley; thence Northerly along said West side to the North line of Lot 9, thence West to the East side of Kiesel Avenue, thence South along said East line 217.5 feet, more or less, to the point of beginning.

Together with that portion of vacated Merchants Alley abutting said property on the East.

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This conveyance is made subject to the following reservations, restrictions, obligations, and liabilities:

- a. Property Taxes for the year 2008.
- b. Any charge upon the land by reason of its inclusion in Central Weber Sewer, Central Business Improvement District No. 1, Weber County, Ogden City, and other ordinances or taxing entities of record.
- c. Notice of adoption of Redevelopment Plan entitled "25<sup>th</sup> Street Redevelopment Project", and terms and conditions thereof, recorded August 16, 1985 in Book 1473 at Page 1264 of Official Records.
- d. Notice of adoption of Redevelopment Plan entitled "Washington Boulevard Redevelopment Project", and terms and conditions thereof, recorded in Book 1473, Page 1273, of Official Records.
- e. Taxing District No. 139 as to parcel 1 and Taxing District No. 224 as to parcel 2, Weber County, Utah, and assessments levied by said districts.
- f. Declaration of Easements, Covenants and Restrictions, dated June 8, 1987, recorded June 9, 1987 in Book 1519 of Records, Page 908, Records of Weber County, Utah.
- g. Notice creating the Ogden City, Utah Central Business District No. 1, and terms and conditions thereof, dated November 1, 1993 and recorded November 1, 1993 in Book 1687 of Records, Page 1110, Records of Weber County, Utah.
- h. The rights of others over that portion of Parcel No. 1 which lies within Merchant Alley on the East.
- i. All other reservations and encumbrances of record upon the date of recording of this Special Warranty Deed.
- j. **REVERSIONARY RESTRICTION, COVENANT TO CONTINUE PARKING GARAGE AS EXCLUSIVE USE.** Grantee accepts the Property subject, however, to the following condition subsequent, which shall be binding upon and enforceable against Grantee, its successors and assigns, as follows. The Property shall be solely used for continuation of the exclusive purpose of vehicle parking as a parking garage. In the event of a breach of this condition subsequent, whether caused by the legal or other inability of Grantee, its successors and assigns, to perform said obligation, the Grantor or its successor, shall, at its option, have an immediate right of reentry to the Property, and to cause all right, title, and interest in and to the Property to revert to the Grantor, and the Grantee, its successors and assigns, shall forfeit all right, title, and interest in and to the Property and any and all of

the tenements, hereditaments, and appurtenances thereunto belonging. This covenant shall be a covenant that shall run with the land.

k. **FIRST RIGHT OF REFUSAL TO PURCHASE PROPERTY IN FAVOR OF GRANTOR.** Grantee hereby grants to Grantor, its successors and assigns, the first right of refusal to purchase the Property. IN CONSIDERATION of this conveyance and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the Grantee hereby grants to the Grantor, its successors and assigns, an irrevocable RIGHT OF FIRST REFUSAL (hereinafter the "Right") in respect of the Property, or any portion thereof each on the terms set out below.

1. **Right of First Refusal**

1.1 If the Grantee receives a bona fide written offer ("Offer") from any person, firm or corporation dealing at arm's length with the Grantee to purchase the Property or a portion thereof upon terms acceptable to the Grantee, the Grantee shall, by notice ("Notice") in writing, offer (the "Second Offer") to sell the Property or a portion thereof to the Grantor at the same price and upon the same terms and conditions as are contained in the Offer. Such Notice shall be accompanied by a true copy of the Offer and an affidavit of the Grantee attesting to the fact that there is no commission or other similar fee that may be due and payable or may become due and payable to any broker, agent or other intermediary in connection with the sale of the Property or any portion thereof other than what is disclosed in the Offer, if such is the case. The Second Offer shall not be revocable except with the consent of the Grantor and shall be open for acceptance by the Grantor for a period of thirty (30) days from the date upon which such Notice was received or deemed to be received by the Grantor.

1.2 If the Second Offer is accepted by Grantor, then the Grantee shall sell and the Grantor shall purchase the Property or a portion thereof upon the terms and conditions contained in the Second Offer. The closing of the transaction of purchase and sale pursuant to the Second Offer shall take place thirty (30) days after the date on which the Second Offer is accepted by the Grantor.

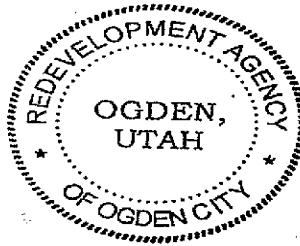
1. Unrecorded U.S. Government Lease for Real Property #LUT14021 for 2 parking spaces in the existing parking garage for a 60 month term beginning April 18, 2005 and continuing through April 17, 2010.

THIS SPECIAL WARRANTY DEED is executed by the Grantor this 17<sup>th</sup> day of November, 2008.

GRANTOR: OGDEN CITY REDEVELOPMENT AGENCY, a Body politic and political subdivision of the State of Utah

By: Matthew R. Godfrey  
MATTHEW R. GODFREY  
Executive Director

ATTEST:  
Cindi Mansell  
CITY RECORDER

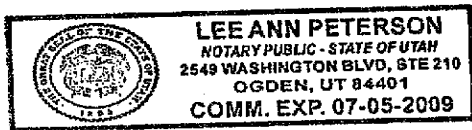


APPROVED AS TO FORM:  
Buck Groves  
OFFICE OF AGENCY ATTORNEY

ACKNOWLEDGMENT

STATE OF UTAH            )  
                                      : ss  
COUNTY OF WEBER        )

On this 17<sup>th</sup> day of November, 2008, personally appeared before me, Matthew R. Godfrey and Cindi Mansell, who by me being duly sworn did say that they are, respectively, the Executive Director and the City Recorder of Ogden City Redevelopment Agency, a body politic and political subdivision of the State of Utah, and that the foregoing document was signed by them on behalf of said Agency and they acknowledged to me that said Agency executed the same.



Lee Ann Peterson  
NOTARY PUBLIC