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REC FOR: NORTH OGDEN CITY

A9-2019

DEVELOPMENT AND CROSS ACCESS AGREEMENT

THIS DEVELOPMENT AND CROSS ACCESS AGREEMENT (the “**Agreement**”) is made and entered into as of this _____ day of _____, 2019, by and among AMERICA FIRST FEDERAL CREDIT UNION, a federally chartered credit union (the “**Credit Union**”), DAVID P. HOWELLS and CAROLE G. HOWELLS (collectively “the **Howells**”), SEC 070, LLC, a Utah limited liability company (“**SEC**”), MARVIN BARKER INVESTMENT COMPANY, L.L.C., a Utah limited liability company (“**Barker Investment Company**”), and NORTH OGDEN CITY, a municipal corporation (the “**City**”). The Credit Union, the Howells, SEC, Barker Investment Company and the City, together with their respective successors in interest, are sometimes referred to individually as “**Owner**” or collectively “**Owners**”.

RECITALS

A. The Credit Union is the owner of the northern portion of a parcel of real property located in North Ogden City, Weber County, State of Utah, currently identified by Land Tax Serial Nos. 18-048-0036 and 18-049-0004 as more particularly described in **Exhibit “A”** attached hereto and incorporated herein by reference (the “**Credit Union Property**”).

B. The Howells are the owners of the southern portion of a parcel of real property located in North Ogden City, Weber County, State of Utah, currently identified by Land Tax Serial Nos. 18-048-0036 and 18-049-0004 as more particularly described in **Exhibit “B”** attached hereto and incorporated herein by reference (the “**Howells Property**”).

C. SEC is the owner of that parcel of real property located in North Ogden City, Weber County, State of Utah, identified by Land Tax Serial No. 18-049-0023 as more particularly described in **Exhibit “C”** attached hereto and incorporated herein by reference (the “**SEC Property**”).

D. Barker Investment Company is the owner of those parcels of real property located in North Ogden City, Weber County, State of Utah, identified by Land Tax Serial Nos. 18-049-0024, 18-049-0003, and 18-049-0022 as more particularly described in **Exhibit “D”** attached hereto and incorporated herein by reference (the “**Barker Investment Company Property**”).

E. The City is the owner of that parcel of real property located in North Ogden City, Weber County, State of Utah, identified by Land Tax Serial No. 18-048-0028 as more particularly described in **Exhibit “E”** attached hereto and incorporated herein by reference (the “**City Property**”).

F. The Credit Union Property, the Howells Property, the SEC Property, the Barker Investment Company Property and the City Property are referred to herein collectively as the “**Properties**”, and individually as a “**Property**,” and are depicted in **Exhibit “F”** attached hereto and incorporated herein by reference.

G. On _____, a Dedication Plat was recorded as Entry No. _____, Records of Weber County, Utah (the “**Dedication Plat**”) whereby portions of the Properties were dedicated to City as a public road known as 300 East Street. A copy of the Dedication Plat is attached hereto as **Exhibit “G”** and incorporated herein by reference.

H. The recordation of the Dedication Plat and development of 300 East Street is a condition imposed by City for the development of all or some of the Properties.

I. The Owners desire by this Agreement to allocate the costs of the development of 300 East Street and to establish an escrow for the payment of the development thereof.

J. The Owners further desire to establish certain blanket reciprocal easements for ingress and egress on over, and through the Properties generally depicted in Exhibit “F”, and to provide for the maintenance, repair and replacement thereof.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein, it is mutually agreed as follows:

1. **Recitals.** The Recitals set forth above are incorporated herein by reference and made a part hereof.

2. **Development of 300 East Street.**

2.1 **Construction Agreement.** Pursuant to that certain construction agreement (the “**Construction Agreement**”) entered into by and between SEC and Leading Tech Construction, LLC, a licensed Utah general contractor (“**Contractor**”) dated April 4, 2019, Contractor will construct 300 East Street and install all improvements consistent with the approved Plans and Specifications dated April 4, 2019, on file with City including, but not limited to, those utilities identified on that certain Utility Plan dated April 4, 2019, and also on file with City (collectively the “**Work**”).

2.2 **Escrow.** Each Owner shall pay to Contractor a sum not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00), or Seven Hundred Fifty Thousand Dollars (\$750,000.00) in the aggregate, for the Work (“**Owners’ Contribution**”). The Owners’ Contribution shall be deposited with Cottonwood Title [need address] within five (5) business days of the execution and recordation of this Agreement and shall be held in escrow. SEC and Barker Investment Company have already placed their Owners’ Contribution with Cottonwood Title prior to formation of this Agreement. Upon receipt of periodic draw requests (the “**Draw Request**”) from Contractor, which shall be not more frequent than once each thirty (30) days from the commencement of the Work and, upon the approval of said Draw Request from Anderson Wahlen Associates (“**Anderson Wahlen**”), as agent for Credit Union, Cottonwood Title shall release to Contractor ninety-

five percent (95%) of each such Draw Request within ten (10) days of such approval and shall hold five percent (5%) in retention until final completion. Anderson Wahlen shall be compensated for such administrative services by Contractor from the Owners' Contribution. For purposes of this Agreement, the determination of "Final Completion" shall be within the discretion of Anderson Wahlen but shall generally mean the date that the Work is approved and that 300 East Street can be utilized for its intended purpose. In the event Contractor fails to reach Final Completion of the Work by December 1, 2019, City, in City's sole discretion and upon five (5) days' notice to Contractor, may draw from the escrow to complete the Work, which shall be an offset against any sums otherwise due Contractor for the Work under the Construction Agreement. The escrow terms set forth in this Section 2.2 are hereby incorporated into the Construction Agreement and approved by Contractor by affixing Contractor's signature hereto.

2.3 Temporary Construction License. Through to Final Completion or December 1, 2019, whichever should first occur, Contractor shall have a temporary license to utilize the most easterly ten feet (10') of the Credit Union Property and the most easterly ten feet (10') of the Howells Property, and the most westerly ten feet (10') of the Barker Investment Company Property for purposes of facilitating the Work. As to the Credit Union Property and the Howells Property, said temporary construction license shall not include staging or storage of materials or equipment; said staging or storage of materials or equipment shall be limited to the SEC Property and the Barker Investment Company Property.

3. **Grant of Reciprocal Easements.**

3.1 Grant of Reciprocal Easements for Ingress and Egress. Each Owner, as grantor, hereby grants to the other Owners for the benefit of the other Owners, their members, customers, invitees and employees, a nonexclusive easement for pedestrian and vehicular ingress and egress on, over, and across all drive aisles situated on another Owner's Property (the "**Reciprocal Easements**"), at such time as the drive aisles (the "**Drive Aisles**") are constructed in connection with the development of any Property. Each Owner (at each Owner's sole cost and expense) shall have the right to relocate the Drive Aisles situated on such Owner's Property (and the Reciprocal Easements associated therewith) as the land is developed. Notwithstanding the grant of the Reciprocal Easements, it is mutually agreed and understood that each Owner, its licensees, invitees, employees and representatives shall "self-park", meaning there shall be no cross-parking easements on the Properties.

3.2 Grant and Reservation of Reciprocal Easements for Future Utilities. Except as otherwise identified in the Utility Plan, the placement of utilities does not require the grant or reservation of reciprocal easements. However, to the extent that reciprocal easements for designated future utilities should become necessary, the Owners shall negotiate in good faith the grant and reservation of such reciprocal easements. The maintenance, repair and replacement of all designated future utilities, if any, shall be the responsibility of the Owner of the Property upon which the utilities and located.

3.3 **Traffic Flow.** Except as may be reasonably necessary in connection with construction, maintenance and/or repair undertaken and performed in accordance with this Agreement, no walls, fences or barriers of any sort or kind shall be constructed or erected on the Reciprocal Easements or such future utility easements, if any, provided however reasonable traffic controls including, without limitation, stop signs and directional barriers as may be necessary to guide and control the orderly flow of traffic, may be installed by the Owners of the Properties to the extent such controls do not materially and adversely affect the Reciprocal Easements or future utility easements, if any.

Additionally, Owners shall maintain drive aisles across and through the properties connecting Access Points A-G as shown on Exhibit "F". These internal drive aisles shall provide convenient means of traversing between properties however developed.

The Owners acknowledge the access points depicted on Exhibit "F" are shown in their preferred locations and are subject to change based on jurisdictional limitations or approvals.

4. **Maintenance of Reciprocal Easements.** Each Owner shall operate, maintain and keep in reasonably good condition and repair that portion of the Reciprocal Easements located upon that Owner's Property at that Owner's sole cost and expense, including, but not limited to, the following:

a. Maintaining all paved surfaces of the Reciprocal Easements in a smooth and evenly covered condition, which maintenance work shall include, without limitation, cleaning, sweeping, repairing and resurfacing of the same using surface materials of a quality equal or superior to the original surfacing material;

b. Removal of all papers, debris, filth and refuse that may from time to time be located in the Reciprocal Easements to the extent necessary to keep the same in a reasonably clean and orderly condition;

c. Placing, keeping in repair and replacing any appropriate directional signs, markers, lines and curbs in the Reciprocal Easements;

d. Keeping the Reciprocal Easements free from obstructions not required or permitted hereunder;

e. Complying with all applicable laws, rules, regulations, orders, decrees, ordinances and other requirements of all governmental bodies and agencies pertaining to the Reciprocal Easements, including, without limitation, any alterations or additions required to be made to or safety appliances and devices required to be maintained in or about the Reciprocal Easements. Any damage to the Reciprocal Easements or any portion thereof caused by the negligent act or omission of an Owner, its occupants or its permittees shall be repaired and restored immediately at the sole cost and expense of such Owner; and

f. In the event that any Owner fails to maintain that portion of the Reciprocal Easements identified as that Owner's responsibility in a good, first class condition, any

other Owner may provide written notice of the particulars in which the performance is deficient. The responsible Owner shall then have thirty (30) days after the date of the notice to cure such nonperformance. If the cure cannot reasonably be effected within said thirty (30) days, then the responsible Owner shall have a reasonable period to cure the nonperformance but such additional period shall not exceed ninety (90) days from the date of notice. If the responsible Owner fails to cure within the time stated, any other Owner may cure the nonperformance and charge the responsible Owner for the cost of curing plus an administrative fee of ten percent (10%). Such amount shall be due within ten (10) days after delivery of an invoice and shall bear interest at the rate of twelve percent (12%) per annum from and after the due date. If the responsible Owner receives three (3) notices to cure within a twelve (12) month period, then any other Owner may have the right to maintain that portion of the Reciprocal Easements identified in Exhibits "H" and "H-1" without notice to the responsible Owner and the other may charge the responsible Owner for the cost of curing plus an administrative fee of ten percent (10%) in each such instance pursuant to the terms set forth in this section.

5. Indemnification and Insurance.

5.1 Indemnity. Each Owner hereby indemnifies, defends and holds each other Owner, its successors, assigns and agents harmless for, against and from any and all claims, liability, losses, costs, charges or expenses which may be incurred as a result of the use of that portion of the Reciprocal Easements located upon that Owner's Property. If any action, claim or demand is made against the indemnified Owner for any occurrence on the indemnifying Owner's Property, the indemnifying Owner agrees to assume the expense and shall pay all costs, charges, attorney's fees, settlements, judgment or other expenses incurred by or obtained against the indemnified Owner. The indemnification obligations of this section exclude action, claims or demands arising from the willful misconduct or gross negligence of an indemnified Owner.

5.2 Insurance. Upon the completion of the development of a Property (or portion thereof), the Owner of that Property (or portion of Property) that is actually developed shall obtain and maintain at all times commercial general liability insurance insuring against claims on account of death, bodily injury or property damage that may arise from or be occasioned by the condition, use or occupancy of that portion of the reciprocal easements located upon that Owner's Property. Said insurance shall be obtained and maintained with a reputable insurance company or companies qualified to do business in the State of Utah with a rating in the Best's Key Rating Guide of A-Class XI or better and having limits for bodily injury or death in which the combined single limit shall be not less than Two Million Dollars (\$2,000,000.00) per occurrence. Such insurance shall name each other Owner as an additional insured. From time to time and upon request by an Owner, a certificate of insurance shall be furnished by the Owner of Property showing the required coverage. Such insurance shall provide that the insurance may not be cancelled without at least thirty (30) days' prior written notice by the insurer to the Owners named as additional insureds and shall provide for waiver of subrogation rights. Said insurance may be carried under a "blanket" policy or policies.

6. **Enforcement.** An Owner shall have the right to enforce by proceedings at law or in equity, all of the terms, provisions, covenants, conditions and restrictions of this Agreement, including the right to prevent the violation of any of the same and the right to recover damages or other amounts for such violation. Failure of an Owner to enforce any term, provision, covenant, condition or restriction of this Agreement in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any future breach of the same or of any other term, provision, covenant, condition or restriction herein contained.

7. **Miscellaneous.**

a. **Termination and Modification.** This Agreement may be terminated or modified only by an instrument signed by the parties, their respective successors or assigns, and recorded in the Records of the Weber County Recorder.

b. **Severability.** If any term, provision, covenant, condition or restriction of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void, or unenforceable, all terms, provisions, covenants, conditions and restrictions of this Agreement and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

c. **Captions and Headings.** The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, provisions, covenants, conditions or restrictions contained herein.

d. **Interpretation.** Whenever the context requires in construing the provisions of this Agreement, the use of a gender shall include both genders, use of the singular shall include the plural, and use of the plural shall include the singular. The word "including" shall be construed inclusively, and not in limitation, whether or not the words "without limitation" or "but not limited to" (or words of similar import) are used with respect thereto. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

e. **Governing Law.** The laws of the State of Utah shall govern the validity, construction, performance and effect of this Agreement.

f. **Attorneys' Fees and Costs.** In the event any action or proceeding shall be instituted in connection with this Agreement, the losing party shall pay to the prevailing party a reasonable sum for attorneys' fees and costs incurred in bringing or defending such action or proceeding and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action or proceeding and shall be paid whether or not such action or proceeding is prosecuted to final judgment.

g. **Rights of Successors and Assigns.** The covenants, conditions, restrictions, benefits and obligations hereunder shall be perpetual and shall create mutual benefits and servitudes upon the Properties that run with the land. This Agreement shall bind and inure

to the benefit of the parties hereto and all parties having any right, title or interest in the Properties and their respective successors and assigns.

h. Mortgagee Protection Provision. The breach of any of the foregoing covenants, conditions and restrictions shall not defeat or render invalid the lien of any mortgage or deed of trust on the Properties that is made in good faith and for value; provided, however, that all of the covenants, conditions and restrictions contained herein shall be binding upon and effective against the party whose title thereto is acquired by foreclosure, trustee's sale or other foreclosure proceeding from and after the date of such foreclosure, trustee's sale or other foreclosure proceeding.

i. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which together shall be deemed to constitute one and the same instrument and shall be effective upon execution of any one (1) or more of such counterparts by each of the parties hereto and delivery of one (1) or more of such counterparts to the other party.


j. Supersede and Replace any Prior Agreements. This Agreement supersedes and replaces any prior agreements among the Parties regarding the subject matter of this Agreement including, but not limited to, the development of 300 East Street and the Reciprocal Easements granted herein.

k. Not a Public Dedication. Nothing contained herein shall be deemed a gift or dedication of any portion of any Property to the general public for any public use or purpose whatsoever, it being the intention and understanding that this Agreement shall be strictly limited to and for the purposes herein expressed.

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

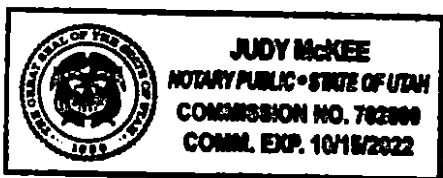
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

AMERICA FIRST FEDERAL CREDIT UNION, a
federally chartered credit union

By: 
Name: Rex Rollo (printed)
Title: Exec VP/CFO
Date: 6/26/19

STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

On this 26th day of June, 2019, personally appeared before me the undersigned, a Notary Public in and for the State of Utah, Rex Rolla, Ex VP/CEO (title) of AMERICA FIRST FEDERAL CREDIT UNION, a federally chartered credit union, signer of the foregoing instrument, and acknowledged he/she executed the same on behalf of said company. Witness my hand and official seal.



Judy McKee

NOTARY PUBLIC

David P. Howells

DAVID P. HOWELLS

Date: _____

Carole G. Howells

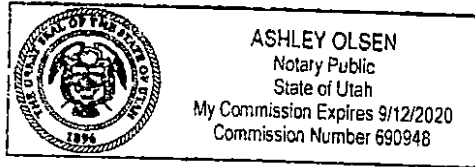
CAROLE G. HOWELLS

Date: _____

STATE OF UTAH)
: ss.
COUNTY OF WEBER)

On this 5th day of JULY, 2019, personally appeared before me the undersigned, a Notary Public in and for the State of Utah, DAVID P. HOWELLS, signer of the foregoing instrument, and acknowledged he executed the same. Witness my hand and official seal.

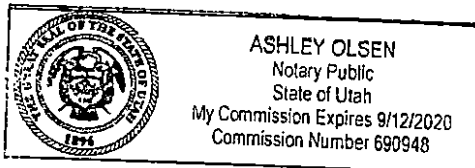
Ashley Olsen
NOTARY PUBLIC



STATE OF UTAH)
: ss.
COUNTY OF WEBER)

On this 5th day of JULY, 2019, personally appeared before me the undersigned, a Notary Public in and for the State of Utah, CAROLE G. HOWELLS, signer of the foregoing instrument, and acknowledged she executed the same. Witness my hand and official seal.

Ashley Olsen
NOTARY PUBLIC

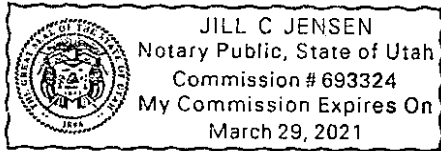


SEC 070, LLC, a Utah limited liability company

By: Ryan W. Forsyth
Name: RYAN FORSYTH (printed)
Title: GENERAL COUNSEL
Date: 6/28/19

STATE OF UTAH)
Box Elder : ss.
COUNTY OF WEBER)

On this 28 day of June, 2019, personally appeared before me the undersigned, a Notary Public in and for the State of Utah, Ryan Forsyth, General Counsel (title) of SEC 070, LLC, a Utah limited liability company, signer of the foregoing instrument, and acknowledged he/she executed the same on behalf of said company. Witness my hand and official seal.



Jill C Jensen
NOTARY PUBLIC

MARVIN BARKER INVESTMENT COMPANY, L.L.C.,
a Utah limited liability company

By: Julie B. Farr
Name: Julie B. FARR (printed)
Title: Marvin Barker Investment Co. LLC member
Date: 6/13/19

STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

On this 13th day of June, 2019, personally appeared before me the undersigned, a Notary Public in and for the State of Utah, Julie B. Farr, member (title) of MARVIN BARKER INVESTMENT COMPANY, L.L.C., a Utah limited liability company, signer of the foregoing instrument, and acknowledged he/she executed the same on behalf of said company. Witness my hand and official seal.



[Handwritten Signature]
NOTARY PUBLIC

NORTH OGDEN CITY, a municipal corporation

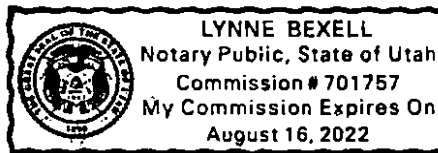
By: *Brent Chugg*
BRENT CHUGG, Mayor

Date: 7/22/19



G. Annette Spendlove
North Ogden City Recorder

STATE OF UTAH)
 : SS.
COUNTY OF WEBER)



On this 22 day of July, 2019, personally appeared before me the undersigned, a Notary Public in and for the State of Utah, BRENT CHUGG, Mayor of the City of North Ogden, County of Weber, State of Utah, signer of the foregoing instrument, and acknowledged he executed the same on behalf of the City of North Ogden. Witness my hand and official seal.

Lynne Bexell
NOTARY PUBLIC

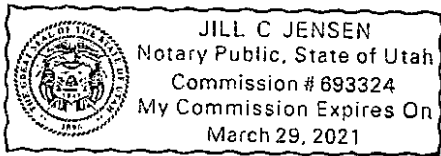
The escrow terms set forth in Section 2.2 of this Agreement are deemed to be part of the Construction Agreement and are approved by the undersigned.

LEADING TECH CONSTRUCTION, LLC, a Utah limited liability company

By: *Ryan W. Forsyth*
Name: RYAN Forsyth (printed)
Title: General Counsel
Date: 6/28/19

STATE OF UTAH)
COUNTY OF Box Elder : ss.

On this 28 day of June, 2019, personally ~~appeared~~ before me the undersigned, a Notary Public in and for the State of Utah, Ryan Forsyth, General Counsel (title) of LEADING TECH CONSTRUCTION, LLC, a Utah limited liability company, signer of the foregoing instrument, and acknowledged he/she executed the same on behalf of said company. Witness my hand and official seal.



Jill C. Jensen
NOTARY PUBLIC

Exhibit A
Credit Union Property

A part of Lots 16 and 41, Plat "B", North Ogden Survey, within the Northeast Quarter of Section 32, Township 7 North, Range 1 West, Salt Lake Base & Meridian, U.S. Survey in Weber County, Utah:

Beginning at the Northwest Corner of said Lot 16 located 492.10 feet North $1^{\circ}09'30''$ East along the East Line of said Lot 41 from the Southeast Corner of said Lot 41; and running thence South $88^{\circ}50'30''$ East 3.99 feet along the North Line of said Lot 16 to the West Line of 300 East Street; thence along said West Line the following two courses: South $1^{\circ}14'13''$ West 145.19 feet to a point of curvature; and Southeasterly along the arc of a 430.00 foot radius curve to the left a distance of 56.02 feet (Central Angle equals $7^{\circ}27'54''$ and Long Chord bears South $2^{\circ}29'44''$ East 55.98 feet); thence North $89^{\circ}18'17''$ West 296.94 feet along an existing fence to an existing fence corner; thence North $0^{\circ}53'25''$ East 304.02 feet along an existing fence to the Southerly Line of 2600 North Street as it exists at 55.00 foot half-width; thence along said Southerly Line the following two courses: Easterly along the arc of an 8033.82 foot radius curve to the right a distance of 7.58 feet (Center bears South $0^{\circ}30'01''$ East, Central Angle equals $0^{\circ}03'15''$ and Long Chord bears North $89^{\circ}31'37''$ East 7.58 feet) to a point of tangency; and North $89^{\circ}33'14''$ East 255.69 feet to the West Line of said 300 East Street; thence South $44^{\circ}30'03''$ East 38.91 feet to the East Line of said Lot 41; thence South $1^{\circ}09'30''$ West 80.73 feet along said East Line to the point of beginning.

Exhibit B
Howells Property

A part of Lots 16, 41, and 48, Plat "B" North Ogden Survey, within the Northeast Quarter of Section 32, Township 7 North, Range 1 West, Salt Lake Base & Meridian, U.S. Survey in Weber County, Utah:

Beginning at the Southeast Corner of said Lot 41; and running thence North 88°47'00" West 290.20 feet along the North Line of 2550 North Street as it exists at 33.00 foot half-width; thence North 1°17'00" East 288.34 feet along an existing fence to an existing fence corner; thence South 89°18'17" East 296.94 feet along an existing fence to the West Line of 300 East Street; thence along said West Line the following four courses: Southeasterly along the arc of a 430.00 foot radius curve to the left a distance of 27.05 feet (Center bears North 83°46'19" East, Central Angle equals 3°36'16" and Long Chord bears South 8°01'49" East 27.05 feet) to a point of reverse curvature; Southeasterly and Southerly along the arc of a 430.00 foot radius curve to the right a distance of 83.08 feet (Central Angle equals 11°04'10" and Long Chord bears South 4°17'52" East 82.95 feet) to a point of tangency; South 1°14'13" West 171.79 feet to a point of curvature; and Southwesterly and Westerly along the arc of a 10.00 foot radius curve to the right a distance of 15.70 feet (Central Angle equals 89°58'58" and Long Chord bears South 46°13'36" West 14.14 feet) to a point of tangency on the North Line of said 2550 North Street; thence North 88°47'00" West 9.32 feet along said North Line to the point of beginning.

Exhibit C
SEC Property

(APN 18-049-0023)

All of Lot 1 of the North Ogden Commercial Square, a Subdivision in North Ogden,
Weber County, Utah according to the official plat thereof.

**Exhibit D
Barker Investment Company Property**

(APN 18-049-0024)

All of the Remainder Parcel as shown on North Ogden Commercial Square, a Subdivision in North Ogden, Weber County, Utah according to the official plat thereof.

(APN 18-049-0003: Tax Parcel Description Below)

Part of Lots 15, 16 and 47, Plat B, North Ogden Survey, Weber County, Utah: Beginning at the Northeast Corner of said Lot 15; thence South 0°15' West 137.23 feet; thence North 89°45' West 170 feet; thence South 0°15' West 97.07 feet; thence North 89°45' West 30 feet; thence North 0°15' East 250.17 feet, more or less, to the South Line of 2600 North Street; thence South 89°43'42" East 211.09 feet, more or less, to the West Line of Washington Avenue; thence South 0°15' West 15.55 feet, more or less, to the point of beginning.

(APN 18-049-0022: Tax Parcel Description Below)

Part of Lots 16, Plat B, North Ogden Survey, Weber County, Utah: Beginning at a Point North 00°15'00" East 254.69 feet and North 89°45'00" West 200.00 feet from the Southeast Corner of Lot 48, Plat B, North Ogden Survey: Running thence North 112.93 feet, thence South 89°45' East 30 feet, thence South 0°15' West 112.93 feet, thence North 89°45'00" West 30 feet to the point of beginning. Subject to the following: a 20.00 foot wide easement for ingress and egress described as follows: A part of the Northeast Quarter of Section 32, Township 7 North, Range 1 West, Salt Lake Base & Meridian, Beginning at a point located North 00°15'00" East 254.69 feet and North 89°45'00" West 273.04 feet from the Southeast Corner of Lot 48, Plat B, North Ogden Survey, Weber County, Utah, and running thence South 89°45'00" East 103.04 feet, thence North 00°15'00" East 20.00 feet, thence North 89°45'00" West 103.04 feet, thence South 00°15'00" West 20.00 feet to beginning. (E#2124814) Also: Part of Lots 15 and 16, Plat B, North Ogden Survey, North Ogden City, Weber County, Utah: Beginning on the West Right-of-Way of Washington Boulevard, 254.69 feet North 0°15' East, from the Southeast Corner of Lot 48, Plat B, North Ogden Survey said point is also South 0°15' West, 409.93 feet and North 89°45' West, 66.00 feet from a monument at the intersection of Washington Boulevard and 2600 North Street and running thence North 89°45' West, 170.00 feet; thence North 0°15' East, 210.00 feet; thence South 89°45' East, 170.00 feet to the West Right-of-Way line of Washington Boulevard; thence along said Right-of-Way line South 0°15' West, 210.00 feet to the point of beginning.

EXHIBIT "E"

Description of the City Property

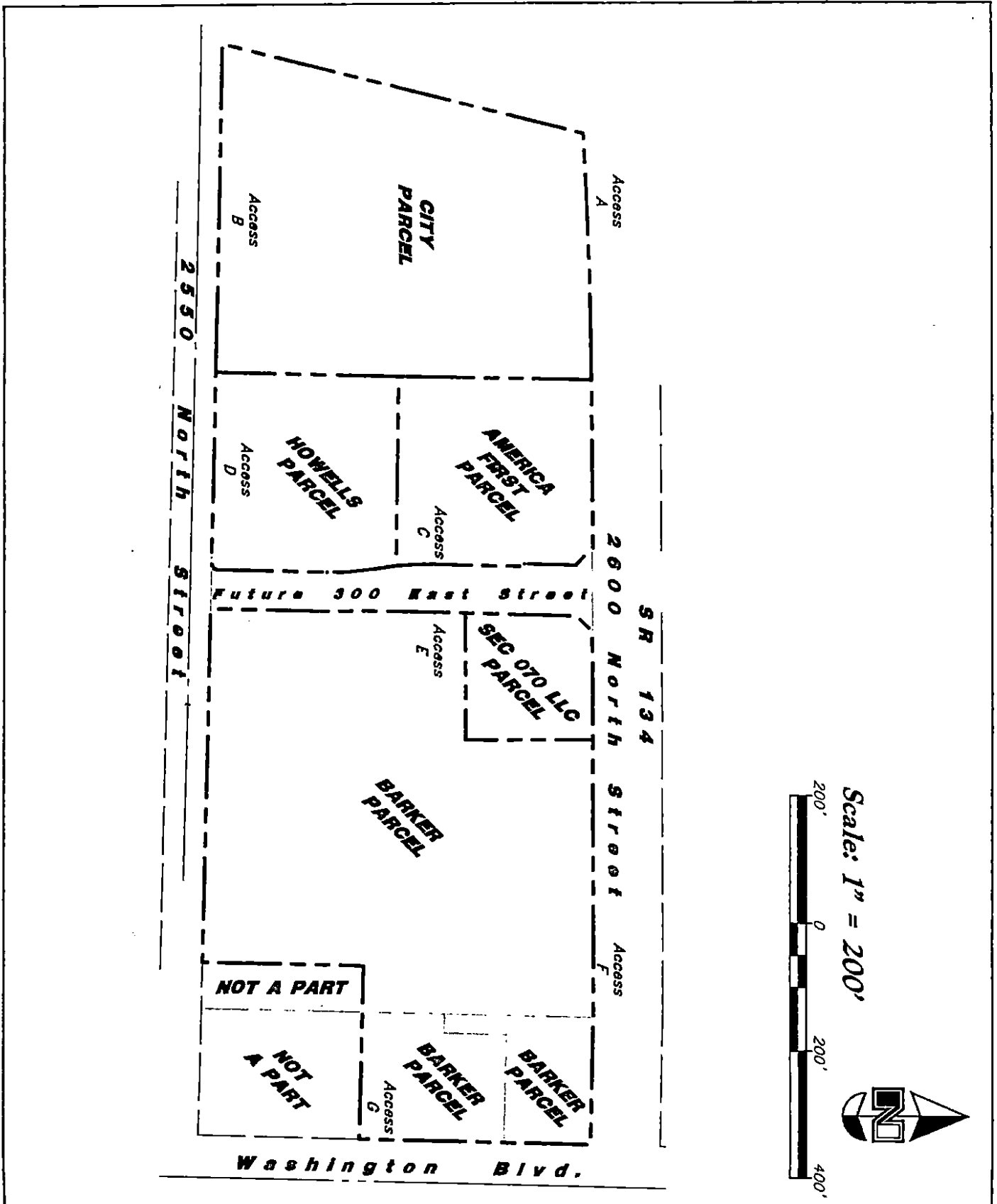
Exhibit E
City Property

(APN 18-048-0028: Tax Parcel Description Below)

Part of Lot 41, Plat B, North Ogden Survey, Weber County, Utah: Beginning at the Southwest Corner of said Lot, and running thence East 515 feet, more or less, to center of ditch; thence Northerly along center of ditch 708.48 feet; thence Westerly parallel to the South line of said Lot 41 to the West line thereof; thence South 12°26' West along said West line to the place of beginning. Excepting that portion along the Northerly 110 feet, more or less, thereof deeded to UDOT (E#1931500) for road purposes.

EXHIBIT "F"

Depiction of the Properties



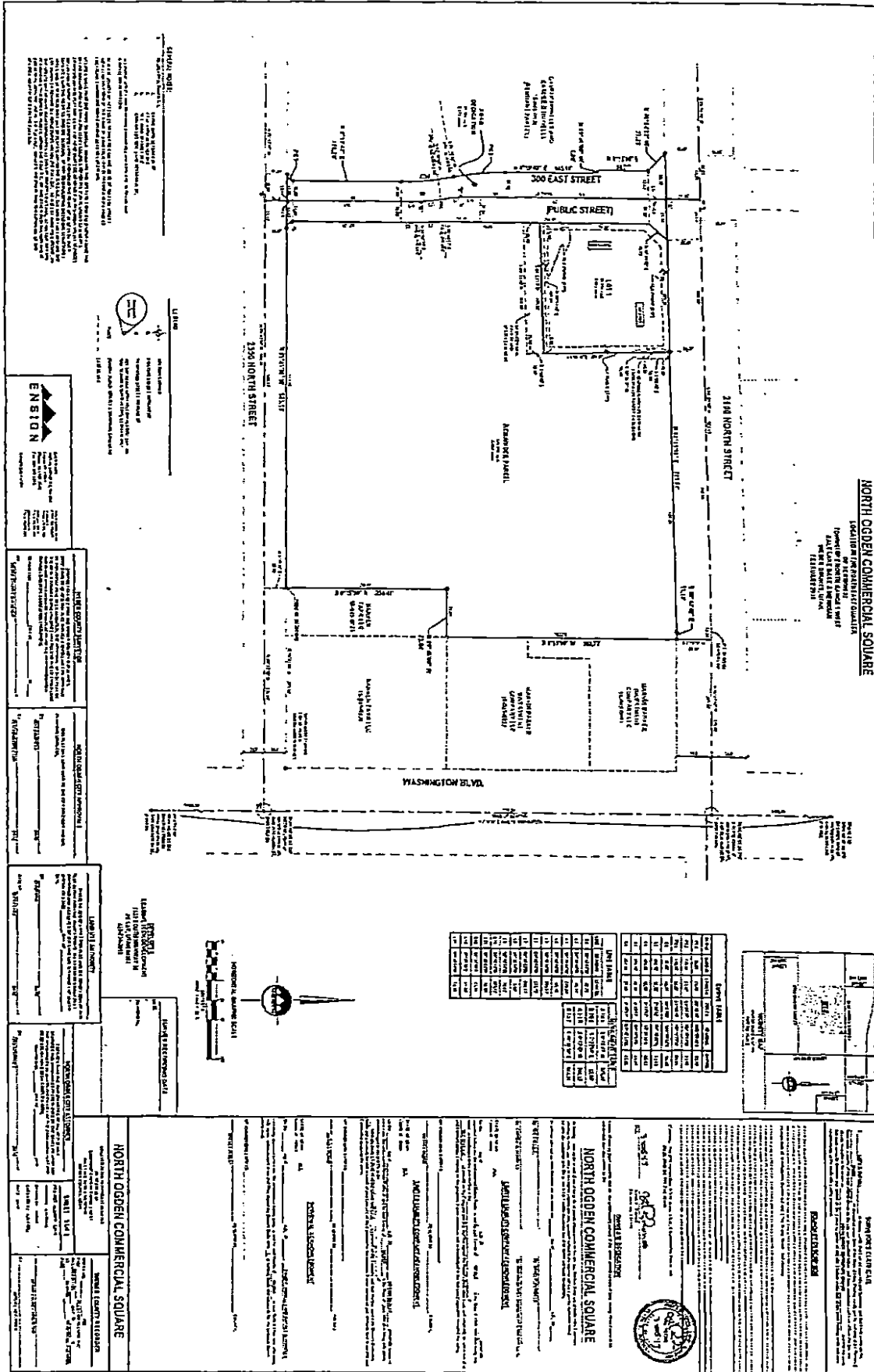
AWA
ANDERSON WAHLEN & ASSOCIATES
 2010 North Redwood Road, Salt Lake City, Utah 84116
 801.321-2520 - AWEngineering.net

Exhibit F
Howells Property - North Ogden
 200 East 2550 North
 North Ogden City, Utah

| | |
|-----------|---------------------|
| Sheet No. | Designed By: JT |
| 1 | Drafted By: DW |
| | Client Name: XX |
| | 18-204exhibit |
| | 20 May, 2019 |

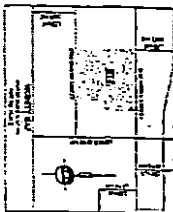
EXHIBIT "G"

Dedication Plat



NORTH OGDEN COMMERCIAL SQUARE

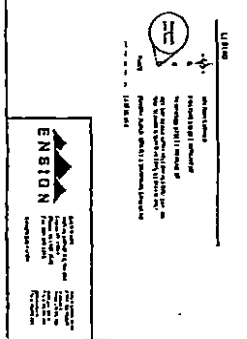
Location of Proposed
 Location of Existing
 Location of Proposed
 Location of Existing



| Lot Area | | Total Area | |
|----------|----------------|------------|----------------|
| Lot No. | Area (sq. ft.) | Lot No. | Area (sq. ft.) |
| 1 | 10,000 | 1 | 10,000 |
| 2 | 10,000 | 2 | 10,000 |
| 3 | 10,000 | 3 | 10,000 |
| 4 | 10,000 | 4 | 10,000 |
| 5 | 10,000 | 5 | 10,000 |
| 6 | 10,000 | 6 | 10,000 |
| 7 | 10,000 | 7 | 10,000 |
| 8 | 10,000 | 8 | 10,000 |
| 9 | 10,000 | 9 | 10,000 |
| 10 | 10,000 | 10 | 10,000 |
| 11 | 10,000 | 11 | 10,000 |
| 12 | 10,000 | 12 | 10,000 |
| 13 | 10,000 | 13 | 10,000 |
| 14 | 10,000 | 14 | 10,000 |
| 15 | 10,000 | 15 | 10,000 |
| 16 | 10,000 | 16 | 10,000 |
| 17 | 10,000 | 17 | 10,000 |
| 18 | 10,000 | 18 | 10,000 |
| 19 | 10,000 | 19 | 10,000 |
| 20 | 10,000 | 20 | 10,000 |
| 21 | 10,000 | 21 | 10,000 |
| 22 | 10,000 | 22 | 10,000 |
| 23 | 10,000 | 23 | 10,000 |
| 24 | 10,000 | 24 | 10,000 |
| 25 | 10,000 | 25 | 10,000 |
| 26 | 10,000 | 26 | 10,000 |
| 27 | 10,000 | 27 | 10,000 |
| 28 | 10,000 | 28 | 10,000 |
| 29 | 10,000 | 29 | 10,000 |
| 30 | 10,000 | 30 | 10,000 |
| 31 | 10,000 | 31 | 10,000 |
| 32 | 10,000 | 32 | 10,000 |
| 33 | 10,000 | 33 | 10,000 |
| 34 | 10,000 | 34 | 10,000 |
| 35 | 10,000 | 35 | 10,000 |
| 36 | 10,000 | 36 | 10,000 |
| 37 | 10,000 | 37 | 10,000 |
| 38 | 10,000 | 38 | 10,000 |
| 39 | 10,000 | 39 | 10,000 |
| 40 | 10,000 | 40 | 10,000 |
| 41 | 10,000 | 41 | 10,000 |
| 42 | 10,000 | 42 | 10,000 |
| 43 | 10,000 | 43 | 10,000 |
| 44 | 10,000 | 44 | 10,000 |
| 45 | 10,000 | 45 | 10,000 |
| 46 | 10,000 | 46 | 10,000 |
| 47 | 10,000 | 47 | 10,000 |
| 48 | 10,000 | 48 | 10,000 |
| 49 | 10,000 | 49 | 10,000 |
| 50 | 10,000 | 50 | 10,000 |

STANDARD NOTES:

1. All dimensions are in feet and inches.
2. All bearings are in degrees, minutes and seconds.
3. All areas are in square feet.
4. All distances are in feet.
5. All bearings are in degrees, minutes and seconds.
6. All areas are in square feet.
7. All distances are in feet.
8. All bearings are in degrees, minutes and seconds.
9. All areas are in square feet.
10. All distances are in feet.
11. All bearings are in degrees, minutes and seconds.
12. All areas are in square feet.
13. All distances are in feet.
14. All bearings are in degrees, minutes and seconds.
15. All areas are in square feet.
16. All distances are in feet.
17. All bearings are in degrees, minutes and seconds.
18. All areas are in square feet.
19. All distances are in feet.
20. All bearings are in degrees, minutes and seconds.



GENERAL NOTES:

1. The owner warrants that the information provided herein is true and correct.
2. The owner warrants that the information provided herein is true and correct.
3. The owner warrants that the information provided herein is true and correct.
4. The owner warrants that the information provided herein is true and correct.
5. The owner warrants that the information provided herein is true and correct.
6. The owner warrants that the information provided herein is true and correct.
7. The owner warrants that the information provided herein is true and correct.
8. The owner warrants that the information provided herein is true and correct.
9. The owner warrants that the information provided herein is true and correct.
10. The owner warrants that the information provided herein is true and correct.

PLANNING AND ZONING:

City of Ogden, Utah
 Planning and Zoning Department
 100 North Main Street
 Ogden, Utah 84401

LEGAL DESCRIPTION:

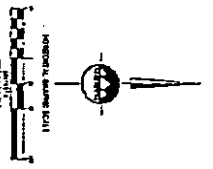
North Ogden Commercial Square
 Located in the City of Ogden, Utah
 Section 10, T4N, R10E, S4E

OWNER:

North Ogden Commercial Square
 100 North Main Street
 Ogden, Utah 84401

PREPARED BY:

North Ogden Commercial Square
 100 North Main Street
 Ogden, Utah 84401



NORTH OGDEN COMMERCIAL SQUARE

LEGAL DESCRIPTION:

North Ogden Commercial Square
 Located in the City of Ogden, Utah
 Section 10, T4N, R10E, S4E

OWNER:

North Ogden Commercial Square
 100 North Main Street
 Ogden, Utah 84401

PREPARED BY:

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