



\*W2634726\*

WHEN RECORDED RETURN TO:  
Ogden City Redevelopment Agency  
c/o Executive Director  
2549 Washington Blvd. Suite 900  
Salt Lake City, Utah 84401

EH 2634726 PG 1 OF 7  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
10-MAY-13 925 AM FEE \$1.00 DEP SGC  
REC FOR: OGDEN CITY

Parcel No.: 03-041-0012  
D.D.

### SPECIAL WARRANTY DEED

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, OGDEN CITY REDEVELOPMENT AGENCY, a Utah municipal corporation ("Grantor"), hereby conveys and warrants against all claiming by, through or under it to SHONIK, LLC, a Utah limited liability company ("Grantee"), the following real property, including all land and buildings, facilities, fixtures located thereon, and all appurtenances thereto, which real property is located within the City of Ogden, Weber County, Utah, more particularly described as (the "Property"):

A PARCEL OF LAND SITUATE IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 01°17'55" EAST 429.28 FEET AND NORTH 88°41'22" WEST 314.00 FEET FROM THE FOUND OGDEN CITY SURVEY MONUMENT LOCATED AT THE INTERSECTION OF WASHINGTON BOULEVARD AND 20<sup>TH</sup> STREET; THENCE NORTH 88°41'22" WEST 37.00 FEET TO THE NORTHWEST CORNER OF LOT 8 OGDEN RIVER DRIVE SUBDIVISION; THENCE NORTH 01°17'55" EAST 138.57 FEET TO THE SOUTH RIGHT OF WAY LINE OF PARK BOULEVARD; THE NEXT TWO COURSES WILL BE ALONG THE SOUTH RIGHT OF WAY LINE OF PARK BOULEVARD, (1) NORTH 71°10'50" EAST 16.45 FEET, (2) THENCE 96.58 FEET ALONG THE ARC OF A 470.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 77°04'22" EAST 96.41 FEET); THENCE SOUTH 00°00'07" EAST 73.30 FEET; THENCE NORTH 88°41'31" WEST 73.57 FEET; THENCE SOUTH 01°17'55" WEST 94.66 FEET TO THE POINT OF BEGINNING.

Weber County Parcel No. 03-01-0012  
D.D.

T. 03-041-0016 (03-041-0015)

WITNESSETH THAT:

03-041-0015 = A.

WHEREAS, the Grantor is now the record owner of that certain real property which is hereinafter referred to as the Property as more fully described above attached hereto and made a part hereof; and

**WHEREAS**, the **Grantee** desires to acquire the **Property** and the **Grantor** desires to convey the **Property** to **Grantee**, subject to the reservations, restrictions, obligations, and liabilities, if any, of **Grantor** as set forth herein and

The conveyance of the **Property** hereby shall be subject to the following reservations, restrictions, easements, and encumbrances:

**A. EXCLUSIONS, RESERVATIONS, COVENANTS, AND RESTRICTIONS**

1. **Grantee** is hereby placed on notice that several easements exist on title, which run with the land and is binding on **Grantee**, its successors and assigns, providing access on and over the **Property** as more fully set forth in Exhibit A.

The **Property** is conveyed subject to:

- a. Easements established on, over, under, or across the **Property** as described above;
- b. The provisions of that certain Land Transfer and Development Agreement between the **Grantor** and **Grantee**, dated July 5, 2012.

**B. TO HAVE AND TO HOLD** the **Property** unto the **Grantee** and its successors and assigns forever, provided that this Deed is made and accepted upon each of the following covenants and conditions, as applicable, which conditions shall be binding upon and enforceable against the **Grantee**, its successors and assigns, in perpetuity, as follows:

1. **"AS IS."** The **Property** is conveyed "As Is," "Where Is" without any representation, warranty or guarantee, by the **Grantor** pursuant to applicable law, as to Environmental Condition (as defined in paragraph B.3. below), quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for allowance or deduction upon such grounds will be considered. There is no obligation on the part of the **Grantor** to make any alterations, repairs or additions, and the **Grantor** shall not be liable for any latent or patent defects in the **Property**. The **Grantee** acknowledges that the **Grantor** has made no representation or warranty concerning the condition and state of repair of the **Property** nor any agreement or promise to alter, improve, adapt, or repair any portion of the **Property**, except as otherwise agreed upon by the **Grantor** in writing herein.

**2. ENVIRONMENTAL CONDITION.**

a. As used in this Deed, "Environmental Condition" means any condition with respect to the environment (including soil, surface waters, ground waters, stream sediments, and the surface or subsurface strata on, at, in or relating to the **Property**, whether or not the condition is known or unknown, which could or does result in any liability, claim, cost, or order to or against **Grantor** or **Grantee**, their successors or assigns.

b. If, after conveyance of the **Property** to the **Grantee**, **Grantee** discovers an actual or threatened release of a CERCLA hazardous substance on the **Property** (other than asbestos or lead-based paint), or in the event that a hazardous substance is discovered or a pre-existing underground storage tank is found on the **Property** after the date of the conveyance, **Grantee** or its successor or assigns shall be responsible for such release, newly discovered substance, or underground storage tank unless **Grantee** is able to demonstrate that such release, such newly discovered substance, or such underground storage tank was due to **Grantor's** activities, ownership, use or occupation of the **Property**, or the activities of **Grantor's** contractors and/or agents. Nothing in this provision shall be construed to create an additional burden of proof applicable to any administrative or judicial proceeding.

**Grantee** understands that **Grantor** makes no representations or warranties regarding the Environmental Condition of the **Property**, including but not limited to items described or referred to in Paragraphs B.1. "AS IS;" and B.2. ENVIRONMENTAL CONDITION. **Grantee**, on behalf of itself, its successors and assigns, hereby releases **Grantor**, its successors and assigns, from any and all liabilities, claims, or demands related to the condition, including the Environmental Condition, of the **Property**. Neither **Grantee** nor its successors or assigns shall assert or bring any claim against **Grantor**, its successors or assigns, for any representation, warranty, covenant, or obligation of the United States, the State of Utah, or any of their respective departments, agencies, or political subdivisions.

3. **INDEMNIFICATION.** As consideration for this conveyance, the **Grantee**, its successors and assigns, shall release, indemnify and hold the **Grantor** harmless from any and all claims, liability, loss, cost, environmental contamination, or damage relating to the **Property** and arising out of or resulting from any actions or omissions of the **Grantee**, its successors and assigns, and their respective agents, employees, invitees, contractors, on the **Property** prior to or after the date of this Deed.

4. **IMMUNITIES.** The **Grantee** is not entitled to any of the immunities which the Ogden City Redevelopment Agency may have had in using the **Property**. The **Grantee** is not exempt from acquiring the necessary permits and authorizations from, or from meeting the requirements of the local, county, and state jurisdictions before using the **Property** for any purpose. The **Property**, immediately after conveyance to the **Grantee**, will be subject to all local, county, and state laws, regulations, and ordinances. The **Grantee** shall comply with the applicable environmental laws and regulations and all other federal, state, and local laws, regulations, and standards that are or may become applicable to the **Grantee's** proposed use of the **Property**. The **Grantee** shall be solely responsible for fulfilling, at its own cost and expense, the requirements of the new governing authorities, independent of any existing permits or usages by the **Grantor**.

#### 5. **ENFORCEMENT AND NOTICE REQUIREMENT.**

a. The provisions of this Deed benefit the governments of the United States, the State of Utah, acting on behalf of the public in general, and the local governments of Weber County and Ogden City, and, therefore, are enforceable, by resort to specific performance or legal process by the United States, the State of Utah, Weber County, **Grantor**, and by the

**Grantee**, and their respective successors and assigns. Enforcement of this Deed shall be at the discretion of the parties entitled to enforcement hereof, and any forbearance, delay or omission to exercise their rights under this Deed in the event of a breach of any term of this Deed, shall not be deemed to be a waiver by any such party of such term or of any subsequent breach of the same or any other terms, or of any of the rights of said parties under this Deed. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity.

b. The **Grantee**, its successors or assigns, shall neither transfer the **Property**, or any portion thereof, nor grant any interest, privilege, or license whatsoever in connection with the **Property** without the inclusion, to the extent applicable to the **Property** or any portion thereof, of the environmental protection provisions contained in Paragraphs B.2.

c. The **COVENANTS, CONDITIONS, and RESTRICTIONS** set forth in this Deed are a binding servitude on the **Property** and the burdens and benefits thereof will be deemed to run with the **Property** in perpetuity. The **Grantee**, its successors and assigns, shall neither transfer nor lease the **Property**, or any portion thereof, nor grant any interest, privilege, or license whatsoever in the **Property** without providing notice of the environmental protection provisions identified above, which apply to the property conveyed, and shall require notice of such environmental protection provisions in all further deeds, transfers, leases, or grants of any interest, privilege, or license, as provided in subparagraph b. above.

d. The obligations imposed in this Paragraph upon the successors or assigns of Grantee shall only extend to the property conveyed to any such successor or assign.

**C. PERMITTED ENCUMBRANCES.** This conveyance is further subject to the liens and encumbrances listed on Exhibit "A" hereto (the "Permitted Encumbrances"). Except for the Permitted Encumbrances and the other exclusions, reservations, covenants, and restrictions expressly set forth herein, Grantor is conveying the Property to Grantee free and clear of liens, claims, and encumbrances.

**D. USE OF THE PROPERTY.** The Property is currently made available by Grantor for the public's use for access purposes. Upon Grantor's execution hereof, Grantor hereby represents, warrants, covenants, and agrees to and with Grantee that such uses shall cease, and that Grantee shall be permitted to use the Property for Grantee's permittees, licensees, invitees and such other persons as Grantee may determine as well as the general public if permitted, and for any other uses or purposes permitted under zoning laws affecting the Property from time to time.

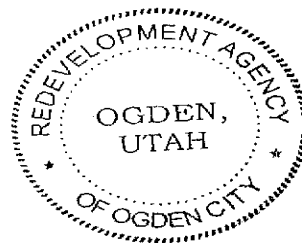
Dated the 12<sup>th</sup> day of July, 2012

OGDEN CITY REDEVELOPMENT AGENCY,

By: \_\_\_\_\_

Name: Michael P. Caldwell

Title: Executive Director



Attest:

Lee Ann Peterson  
City Recorder Acting

Approved as to form:

[Signature]  
City Attorney  
Agency

STATE OF UTAH     )  
                              :SS  
COUNTY OF WEBER)

On this 12 day of July, 2012, personally appeared before me Michael P. Caldwell and Cindi Mansell, the Executive Director of OGDEN CITY REDEVELOPMENT AGENCY and the Ogden City Recorder respectively and executed and attested this Special Warranty Deed.

Acting

Megan Yarrington  
Notary Public  
Residing at: Weber County  
My commission expires:  
01/27/2013



**EXHIBIT "A"**

The lien of all non-delinquent general real and personal property taxes, not yet due or payable.

Easements for public utilities, easements, building setback lines, restrictions, dedications, offer for dedications if any, conditions of approval and notes and incidental purposes over, along and across said property as shown on the recorded plat of said subdivision.

A 10 foot public utility and lot drainage easement running along the east, west and northerly lot lines as disclosed on the recorded plat of said subdivision.

A 10 foot public utility and lot drainage easement running along the southerly portion of the north portion of the parcel as disclosed on the recorded plat of said subdivision.

Access Agreement by Ogden Redevelopment Agency to Owners of Lots 5, 7 and 8 of Ogden River Drive Subdivision as described in Declaration of Access Easement and as recorded on December 19, 2006, as Entry No. 2229760 of the Official Records.

The parcel is not now subject to real property taxes, but taxes for the remaining portion of the year 2012 will begin accruing as a lien after the transfer to purchaser, but are not yet due and payable.

Said property is within the boundaries of Ogden but is not assigned to a Tax District, but it is believed will be assigned to Tax District 390, and is subject to any charges and assessments levied thereunder.

The effects, if any, of that certain Boundary Line Adjustment Agreement & Mutual Quit Claim Deed, recorded on March 12, 2012, as Entry No. 2567566.

The effects, if any, of that certain Resolution No. 93-57 creating, among other things, Central Business District No. 1, recorded on November 1, 1993, as Entry No. 1255293.

The effects, if any, of that certain Resolution No. 94-3 adopting, among other things, new ordinance chapter 4.30 regarding assessments for Central Business District No. 1, recorded on February 2, 1994, as Entry No. 1272592.

The effects, if any, of that certain Ordinance No. 2000-27 providing, among other things, new assessments within Central Business District No. 1, recorded on June 7, 2000, as Entry No. 1709915.

The effects, if any, of that certain Ordinance No. 2002-52 adopting, among other things, Ogden River Redevelopment Project Area, recorded on September 19, 2002, as Entry No. 1875897.

The effects, if any, of that certain Ordinance No. 2003-83 providing, among other things, new assessments within Central Business District No. 1, recorded on January 9, 2004, as Entry No. 2004067, and rerecorded March 23, 2004, as Entry No. 2019270.

The effects, if any, of that certain Resolution No. 23-2005 establishing, among other things, Weber Area Dispatch 911, recorded on January 24, 2006, as Entry No. 2156401.

Notes from Plat as may be disclosed on the recorded plat of said subdivision.