

175900-KAP

When recorded, return to:
America First Federal Credit Union
Attn: Property Lease Officer
P.O. Box 9199
Ogden, Utah 84409-0199

E# 3329665 PG 1 OF 14
Leann H. Kilts, WEBER COUNTY RECORDER
18-Jun-24 0229 PM FEE \$40.00 DEP LC
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY, I
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DEVELOPMENT AND RECIPROCAL EASEMENT AGREEMENT

THIS DEVELOPMENT AND RECIPROCAL EASEMENT AGREEMENT (the "Agreement") is made and entered into as of this 2nd day of April, 2024, by and among AMERICA FIRST FEDERAL CREDIT UNION, a federally chartered credit union (the "Credit Union"), and RKF PROPERTIES, LLC, a Utah limited liability company ("RKF"). The Credit Union and RKF, together with their respective successors in interest, are sometimes referred to individually as "Owner" or collectively "Owners".

RECITALS

A. MARVIN BARKER INVESTMENT COMPANY, L.L.C., a Utah limited liability company ("Barker") and Credit Union have entered into a Purchase and Sale Agreement whereby Barker has agreed to sell to Credit Union approximately 1.894 acres of real property located in North Ogden, Weber County, State of Utah, consisting of those parcels of property identified as Land Tax Serial Nos. 18-049-0028 and 18-049-0022, and a portion of the parcel of property identified as Land Tax Serial No. 18-161-0012, all as depicted on Exhibit "A" and as described on Exhibit "A-1" (the "Credit Union Property").

B. Barker and RKF have entered into a Purchase and Sale Agreement whereby Barker has agreed to sell to RKF the remainder of the real property located in North Ogden, Weber County, State of Utah, identified as Land Tax Serial No. 18-161-0012, not constituting the Credit Union Property, as depicted on Exhibit "A" and as described on Exhibit "A-2" (the "RKF Property," and collectively with the Credit Union Property, the "Properties").

C. The Owners intend to develop points of ingress and egress from Washington Boulevard and from 2600 North, to the Credit Union Property and the RKF Property, as outlined in this Agreement (the "Project").

D. The Owners desire to enter into this Agreement to set forth and clarify the Owners' respective obligations with regard to the Project.

E. The Owners further desire to establish certain blanket reciprocal easements for ingress, egress, and utilities on, over, under, and through the Properties as described in more detail below and as generally depicted in Exhibit "B", and to provide for the maintenance, repair and replacement thereof.

F. Contingent upon Credit Union's successful closing of its purchase from Barker of the Credit Union Property and RKF's successful closing of its purchase from Barker of the RKF Property, the Parties desire to enter into this Agreement.

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. **Washington Boulevard Access.**

2.1 **Construction.** Credit Union shall construct points of ingress and egress and interior roadways from Washington Boulevard to the Credit Union Property and RKF Property (the "**Washington Blvd. Access**"), as depicted on **Exhibit "B."**

2.2 **Costs.** Credit Union shall construct the Washington Blvd. Access at its sole cost and expense.

2.3 **Timing.** The Washington Blvd. Access shall be completed on or before the date that is thirty (30) months from the date of satisfaction of the Credit Union Contingency (as defined below).

2.4 **Temporary Construction License.** Through to the final completion of the construction of the Washington Blvd. Access, the contractor and other agents of the Credit Union shall have a temporary license to enter upon such portions of the RKF Property as are reasonably required by the Credit Union for purposes of facilitating the construction of the Washington Blvd. Access. The staging or storage of materials or equipment in connection with the construction of the Washington Blvd. Access shall be limited to the Credit Union Property and the RKF Property shall not be utilized for such purposes.

3. **2600 North Access.**

3.1 **Construction; Costs.** Credit Union or RKF shall construct points of ingress and egress, interior roadways from 2600 North Street to the Credit Union Property and RKF Property, and all required offsite improvements on 2600 North Street (collectively, the "**2600 N. Access**," and collectively with the Washington Blvd. Access, the "**Access Points**"), as depicted on **Exhibit "C."** The construction shall be completed by Credit Union or RKF, as follows: (a) If RKF develops the RKF Property prior to the development by Credit Union of the Credit Union Property, then RKF shall develop the 2600 N. Access at its sole cost and expense; and (b) If Credit Union develops the Credit Union Property prior to RKF's development of the RKF Property, then the Credit Union shall develop the 2600 N. Access at Credit Union's cost, which shall be reimbursed in full by RKF within thirty (30) days of invoice therefor; provided, however, that if Credit Union develops the 2600 N. Access, Credit Union shall be required to obtain three (3) bids for the development and construction of the 2600 N. Access, and Credit Union shall provide all three (3) bids to RKF for review along with notice of the timing of the development of the 2600 N.

Access, in order to permit RKF the option to perform the work for the 2600 N. Access at the price and on the timeline of the middle bid. If RKF elects not to perform the work, the Credit Union may elect which of the three bids to use. Notwithstanding the foregoing, in no event will RKF reimburse the Credit Union more than the cost identified in the middle bid.

3.2 Temporary Construction License. In the event that the Credit Union constructs the 2600 N. Access, then through to the final completion of the construction of the 2600 N. Access, the contractor and other agents of the Credit Union shall have a temporary license to enter upon such portions of the RKF Property as are reasonably required by the Credit Union for purposes of facilitating the construction of the 2600 N. Access. The Credit Union may stage or store materials or equipment in connection with the construction of 2600 N. Access on either the RKF Property or the Credit Union Property, as determined by the Credit Union in its sole and absolute discretion.

4. **Access Points.**

4.1 Timing. The Access Points shall be completed on or before the date that is thirty (30) months from the date of satisfaction of the Credit Union Contingency.

4.2 Standard of Construction. The Credit Union and RKF, each as applicable, shall cause the development and construction of the Access Points to be performed pursuant to the requirements of all applicable City, County, and State laws, ordinances, rules and regulations, and the generally accepted standards of care, skill, diligence and professional competence applicable to contractors engaged in providing similar construction work at the time in Weber County, Utah, which work shall be subject to a one-year warranty for defects in materials and workmanship.

5. **Grading.** The Credit Union and RKF hereby agree to work together in good-faith to match the grading of the RKF Property to the Credit Union Property at the points where such properties connect.

6. **Grant of Reciprocal Easements.**

6.1 Grant of Reciprocal Easements. Each Owner, as grantor, hereby grants to the other Owners for the benefit of the other Owners and their respective Benefitted Parties (defined below), a nonexclusive easement for reasonable access, ingress and egress to, from, upon, over, under and across all of Access Drives and all drive aisles situated on another Owner's Property (the "**Reciprocal Easements**"), at such time as the Access Drives and drive aisles (the "**Drive Aisles**," and collectively with the Access Drives, the "**Easement Areas**") are constructed in connection with the development of any Property, 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 Easement Areas. 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. For purposes of this Agreement: (a) “**Benefitted Parties**” means, with respect to one or more of the Properties, the Owners and Occupants of that Property, and their respective employees, customers, guests, invitees and licensees; and (b) “**Occupants**” means any person or entity that, by virtue of a contract to purchase, a lease, a rental arrangement, a license or any other instrument, agreement, contract, document, understanding or arrangement is entitled to or does occupy, possess or use any of the Properties or portion of such Properties.

6.2 **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, 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.

7. **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:

7.1 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;

7.2 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;

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

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

7.5 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 intentional or 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

7.6 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 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.

8. **Utilities.** RKF shall provide utility stubs for sewer, storm drain and secondary water to the Credit Union Property (the "**Utility Stubs**") and Credit Union agrees to reimburse RKF for the costs to extend such utility stubs from their then existing location to the Credit Union Property. Notwithstanding the foregoing, in the event that Credit Union locates an alternative option to obtain one or more of the Utility Stubs to the Credit Union Property, then Credit Union shall notify RKF in writing, at which time RKF's obligations under this Section 8 shall cease. In the event that RKF has not provided one or more of the Utility Stubs prior to the Credit Union requiring such utilities for the Credit Union Property, then RKF hereby grants to the Credit Union such license rights necessary to permit the Credit Union enter upon the RKF Property and to install and maintain such utilities from their then existing location to the Credit Union Property at the Credit Union's sole cost and expense.

9. **Indemnification and Insurance.**

9.1 **Indemnity.** Each Owner of one or more of the Properties ("**Indemnitor**") covenants and agrees to defend, protect, indemnify and hold harmless each other Owner of the Properties ("**Indemnitee**") from and against all claims, including any action or proceedings brought thereon, and all costs, losses, expenses and liability (including reasonable attorney's fees actually incurred and cost of suit) (collectively, "**Losses**") arising from or as a result of the negligent acts or omissions or willful misconduct of the Indemnitor or its Benefitted Parties in exercise of the easements or other rights granted by this Agreement or the negligence or willful misconduct by Indemnitor or its Benefitted Parties in the use of any such easements or rights, except to the extent such Losses result from the negligence or willful act or omission of the Indemnitees or their Benefitted Parties. The provisions of this Section shall survive the expiration or sooner termination of this

Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

9.2 **Insurance.** Upon the completion of the development of a Property (or portion thereof), the Owner of that Property (or portion of that 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.

10. **Contingent on Credit Union's and RKF's Closings.** This Agreement is expressly made contingent upon Credit Union's successful closing of its purchase from Barker of the Credit Union Property (the "**Credit Union Contingency**") and RKF's successful closing of its purchase from Barker of the entire RKF Property (collectively with the Credit Union Contingency, the "**Closing Contingencies**"). Each of the Owners hereby acknowledge and agree that no obligation of either Owner pursuant to this Agreement shall arise until the satisfaction of both of the Closing Contingencies. Each of the Owner's further agree that this Agreement shall be recorded only upon the satisfaction of both of the Closing Contingencies, which recording shall be made immediately prior to the recording of the deed conveying the Credit Union Property from Barker to the Credit Union. In the event that either of the Closing Contingencies fail for any reason or if the Closing Contingencies are not satisfied on or before July 19, 2024, then this Agreement shall be automatically terminated without any further action of either of the Owners and shall be deemed to be null and void for all purposes.

11. **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.

12. **Miscellaneous.**

12.1 **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.

12.2 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.

12.3 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.

12.4 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.

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

12.6 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.

12.7 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.

12.8 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.

12.9 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.

12.10 Supersede and Replace any Prior Agreements. This Agreement supersedes and replaces any prior agreements among the Parties regarding the subject matter of this Agreement, except that certain Development and Cross Access Agreement by and among Credit Union, Barker, and the remaining parties thereto and recorded with the Weber County Recorder as Entry No.: 2992362 (the "**Development Agreement**"), which Development Agreement the Owners hereby agree shall remain in full force and effect, provided that in the event there is a conflict between this Agreement and the Development Agreement, this Agreement shall control only as it relates to the Owners.

12.11 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.

12.12 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.

12.13 Property Taxes and Assessments. Each Owner shall pay, or cause to be paid, directly to the appropriate governmental agencies, prior to delinquency, all assessments and/or charges, if any, which may be levied or assessed against such Owner's Property but shall nonetheless have the right to contest such assessments in any manner provided by law.

[Signatures and Acknowledgements are on the following pages]

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

CREDIT UNION:

AMERICA FIRST FEDERAL CREDIT UNION, a
federally chartered credit union

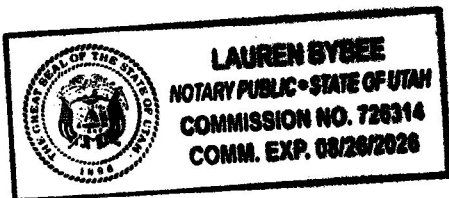
By: *Tammy Gallegos*
Print Name: Tammy Gallegos
Its: EVP

STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

On this 1st day of April, 2024, personally appeared before me the undersigned, a Notary Public in and for the State of Utah, Tammy Gallegos, EVP (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.

Lauren Byrre
NOTARY PUBLIC

[Remaining signatures and acknowledgements are on the following pages]



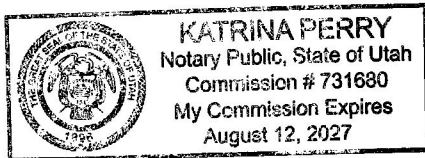
RKF:

RKF PROPERTIES, LLC, a Utah limited liability company

By: [Signature]
Name: Ryan Forsyth
Its: Manager

STATE OF UTAH)
COUNTY OF Boxelder : ss.

On this 2 day of April, 2024, personally appeared before me the undersigned, a Notary Public in and for the State of Utah, Ryan Forsyth, Manager of RKF PROPERTIES, LLC, a Utah limited liability company, signer of the foregoing instrument, and acknowledged he executed the same on behalf of said company. Witness my hand and official seal.



[Signature]
NOTARY PUBLIC

EXHIBIT "A"

Depiction of the Properties

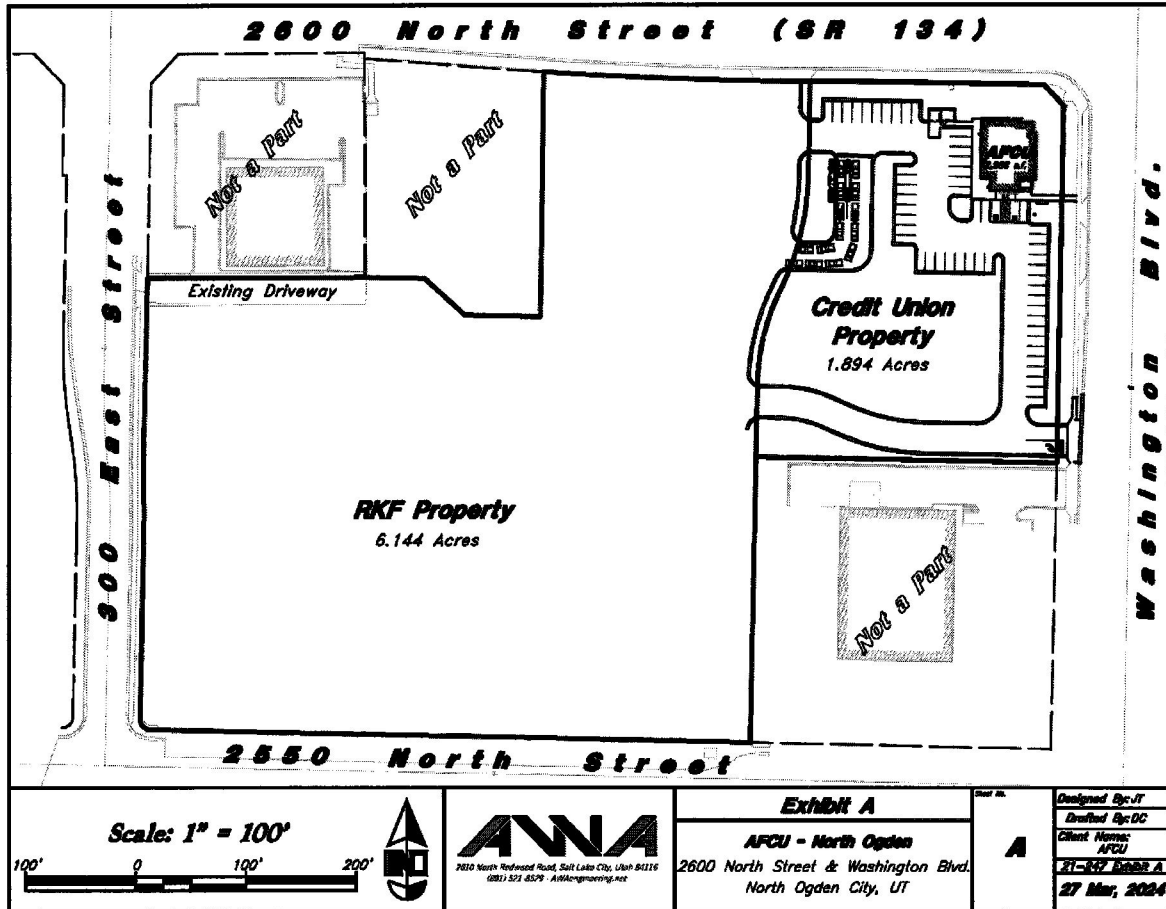


EXHIBIT "A-1"**Description of the Credit Union Property**

A portion of the Remainder Parcel of Barker Depot, a Subdivision in North Ogden City, recorded as Entry No. 2992361 in Book 85 at Page 95 of the Official Records of Weber County, Utah, together with more land, being a part of Lots 15 and 16 of Plat B, North Ogden City Survey, located in the Northeast Quarter of Section 32, Township 7 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, in North Ogden City, Weber County, Utah:

Beginning at a point located 273.04 feet North 89°41'30" West along South line of Lot 48 of said Plat B; and 254.41 feet North 0°15'00" East along the West line of said Remainder Parcel from the Southeast corner of said Lot 48; said point is also located 5451.14 feet North 0°15'00" East along the monument line of Washington Boulevard spanning between 1700 North and Elberta Streets to the intersection thereof with the centerline of 2550 North Street; 339.06 feet North 89°41'30" West along said centerline; and 33.00 feet North 0°18'30" East from a Brass Cap Monument found marking the intersection of said 1700 North Street and Washington Boulevard; and running thence North 0°15'00" East 45.11 feet to a point of curvature; thence Northeasterly along the arc of a 200.00 foot radius curve to the right a distance of 74.87 feet (Central Angle equals 21°26'51" and Long Chord bears North 10°58'23" East 74.43 feet) to a point of tangency; thence North 21°41'47" East 38.83 feet to a point of curvature; thence Northeasterly along the arc of a 270.00 foot radius curve to the left a distance of 101.15 feet (Central Angle equals 21°27'53" and Long Chord bears North 10°57'49" East 100.56 feet) to a point of tangency; thence North 0°13'51" East 81.59 feet to a point on a curve on the Southerly line of 2600 North Street as conveyed to the Utah Department of Transportation per that certain Warranty Deed recorded as Entry No. 3025685 of the Official Records of Weber County, Utah; thence along said Southerly line the following three courses: Southeasterly along the arc of a 9918.00 foot radius curve to the right a distance of 138.37 feet (Center bears South 0°31'40" East, Central Angle equals 0°47'58" and Long Chord bears South 89°52'20" West 138.37 feet) to a point of tangency; South 89°43'42" East 69.95 feet; and South 44°43'54" East 25.47 feet to the West line of said Washington Boulevard as it exists at 66.00 foot half-width; thence South 0°15'00" West 317.65 feet along said West line; thence North 89°45'00" West 273.04 feet to and along the South line of said Remainder Parcel to the point of beginning.

**Contains 82,495 sq. ft.
or 1.894 acres**

EXHIBIT "A-2"**Description of the RKF Property**

A portion of the Remainder Parcel of Barker Depot, a Subdivision in North Ogden City, recorded as Entry No. 2992361 in Book 85 at Page 95 of the Official Records of Weber County, Utah, being a part of Lots 15, 16 and 48 of Plat B, North Ogden City Survey, located in the Northeast Quarter of Section 32, Township 7 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, in North Ogden City, Weber County, Utah:

Beginning at a point on the South line of said Lot 48, located 273.04 feet North 89°41'30" West along South line of Lot 48 of said Plat B from the Southeast corner of said Lot 48; said point is also located 5451.14 feet North 0°15'00" East along the monument line of Washington Boulevard spanning between 1700 North and Elberta Streets to the intersection thereof with the centerline of 2550 North Street; 339.06 feet North 89°41'30" West along said centerline; and 33.00 feet North 0°18'30" East from a Brass Cap Monument found marking the intersection of said 1700 North Street and Washington Boulevard; and running thence North 89°41'30" West 544.13 feet along said South line to a point of curvature; thence Northwesterly along the arc of a 10.00 foot radius curve to the right a distance of 15.71 feet (Central Angle equals 90°01'06" and Long Chord bears North 44°40'57" West 14.14 feet) to a point on the East line of 300 East Street as dedicated on the Official Plat of said Barker Depot; thence along said East line the following four courses: North 0°19'43" East 171.77 feet to a point of curvature; Northwesterly along the arc of a 491.00 foot radius curve to the left a distance of 27.88 feet (Central Angle equals 3°15'12" and Long Chord bears North 1°17'53" West 27.88 feet) to a point of reverse curvature; Northwesterly along the arc of a 750.00 foot radius curve to the right a distance of 42.59 feet (Central Angle equals 3°15'12" and Long Chord bears North 1°17'53" West 42.58 feet) to a point of tangency; and North 0°19'43" East 149.28 feet to the Southwest corner of Lot 1 of said Subdivision; thence North 88°51'10" East 198.22 feet along the South line of said Lot 1 to the Southeast corner thereof, also being the Southwest corner of Lot 1 of the Final Plat of Mountain America North Ogden Subdivision, recorded as being Entry No. 3301370 in Book 96 at Page 52 of the Official Records of Weber County; thence along the South line of said Lot 1 the following three courses: South 89°47'52" East 53.51 feet; South 49°13'49" East 48.98 feet; and South 89°47'52" East 68.22 feet to the Southeast corner of said Lot 1; thence North 0°01'30" East 217.51 feet along the Easterly line of said Lot 1 to a point on a curve on the Southerly line of 2600 North Street as conveyed to the Utah Department of Transportation per that certain Warranty Deed recorded as Entry No. 3025685 of the Official Records of Weber County; thence along said Southerly line the following two courses: Southeasterly along the arc of a 4048.50 foot radius curve to the left a distance of 238.13 feet (Center bears North 2°47'47" East, Central Angle equals 3°22'12" and Long Chord bears South 88°53'19" East 238.10 feet) to a point of reverse curvature; and Southeasterly along the arc of a 9918.00 foot radius curve to the right a distance of 7.95 feet (Central Angle equals 0°02'45" and Long Chord bears South 89°26'58" West 7.95 feet); thence South 0°13'51" West 81.59 feet to a point of curvature; thence Southwesterly along the arc of a 270.00 foot radius curve to the right a distance of 101.15 feet (Central Angle equals 21°27'53" and Long Chord bears South 10°57'49" West 100.56 feet) to a point of tangency; thence South 21°41'47" West 38.83 feet to a point of curvature; thence Southwesterly along the arc of a 200.00 foot radius curve to the left a distance of 74.87 feet (Central Angle equals 21°26'51" and Long Chord bears South 10°58'23" West 74.43 feet) to a point of tangency; thence South 0°15'00" West 299.52 feet to and along the West line of said Remainder Parcel to said South line of Lot 48, Plat B, North Ogden City Survey, and the point of beginning.

**Contains 267,630 sq. ft.
or 6.144 acres**

EXHIBIT "B"

Depiction of Reciprocal Easements
Depiction of Access Points

