

WHEN RECORDED RETURN TO:

Ogden City Attorney
2484 Washington Boulevard, Suite 320
Ogden, Utah 84401-2319

**AMENDMENT
OF
INTERIM EASEMENT AND ACCESS AGREEMENT**

This Amendment of Interim Easement and Access Agreement (the "Agreement") is entered into and effective as of the 28th day of December, 1999 by and between OGDEN CITY, a Utah municipal corporation (the "City") and OGDEN PUBLISHING CORPORATION, an Ohio corporation, and its successors and assigns ("OPC") with reference to the following:

Recitals:

A. Pursuant to the terms of that certain Contract of Purchase dated as of May 5, 1999 (the "Purchase Contract") between the United States of America, the City has received title to certain property described on Exhibit A hereto located in Weber County Utah (the "FOST 1 Property"), and under the terms of the Purchase Contract the City has the right to receive title to all of the property described on Exhibit B hereto located in Weber County, Utah, which includes the FOST 1 Property (the "DDO Property").

B. On or about July 13, 1999, OPC acquired from the City that portion of the FOST 1 Property more particularly described on Exhibit C attached hereto (the "OPC Property") pursuant to that certain Exchange Agreement dated as of July 13, 1999 between the City and OPC (the "Exchange Agreement"). Pursuant to the Exchange Agreement, OPC also obtained the right to acquire from the City an additional 1.86 acres of the DDO Property as more particularly described on Exhibit D hereto (the "Additional Property").

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REC FOR: OGDEN.CITY

C. In connection with the acquisition of the OPC Property, OPC and the City entered into a certain Interim Easement and Access Agreement dated as of July 13, 1999 and recorded on July 14, 1999 as Entry Number 1649464, in Book 2023, at Pages 664-682 of the official records of the Weber County Recorder (the "Interim Easement").

D. The Exchange Agreement and the Interim Easement contemplated that the OPC Property, together with the balance of the DDO Property, would be subject to certain covenants, conditions and restrictions for the overall development of the DDO Property, including the provision of common easements and access rights.

E. Concurrently with the execution of this Agreement, the City and OPC are entering into a certain Master Declaration of Covenants, Conditions and Restrictions dated as of December 28, 1999 (the "Master Declaration") that, among other things, provides for certain common easements and access rights over a portion of the DDO Property. The Master Declaration includes the FOST 1 Property and contemplated that the balance of the DDO Property will be added to its provisions once acquired by the City pursuant to the Purchase Contract.

F. Because the Master Declaration covers only a portion of the DDO Property, certain aspects of the Interim Agreement are intended to survive the execution and delivery of the Master Declaration.

G. The City and OPC desire to enter into this Agreement to clarify the continuing affect of the Interim Agreement notwithstanding the recording of the Master Declaration and to effectuate their agreement by an appropriate recordable instrument.

Agreement:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows intending that the terms and

provisions of this Agreement shall take precedence and shall supercede any conflicting provisions of the Master Declaration, the Exchange Agreement and the Interim Agreement.

1. Amendment of Interim Agreement. The first sentence of Section 7 of the Interim Agreement is hereby deleted in its entirety and the following substituted in lieu thereof:

This Agreement and the Rights granted hereunder shall automatically terminate to the extent of, and upon the occurrence of: (i) the dedication to Grantor of, the applicable property, land, facilities and the underlying rights, easements and interests comprising the Rights; or (ii) the recording with the Weber County Recorder's office of a Supplemental Declaration to that certain Master Declaration of Covenants Conditions and Restrictions dated as of December 28, 1999 (the "Master Declaration") adding the applicable property, land, facilities and the underlying rights, easements and interests comprising the Rights as a part of the Subject Property, as defined in said Master Declaration.

In addition, the phrase "Subject to the foregoing" is added at the beginning of the fourth sentence of Section 7 of the Interim Agreement.

2. Continuing Effect of Interim Agreement. The City and OPC acknowledge and agree that except to the extent of the public dedications set forth on the subdivision plat for the OPC Property recorded on July 9, 1999, as Entry No. 1648522, in Book 49 of Dedication Plats, at Page 100, in the Weber County Recorder's office, the requirements of Section 7 of the Interim Agreement, as amended hereby, have not yet been satisfied and that the Interim Agreement shall remain in full force and effect notwithstanding the execution and recording of the Master Declaration until the provisions of Section 7 of the Interim Agreement, as amended hereby, are satisfied.

3. Additional Parcel. With respect to the Additional Parcel, the City and OPC hereby agree that OPC's Contemplated Operations (as defined in the Exchange Agreement) allow the use of the Additional Parcel for parking subject to applicable law and the provisions of the Master

Declaration. In addition, any other use of the Additional Parcel shall be subject to applicable law and the provisions of the Master Declaration.

4. Title. A breach of any of the covenants, provisions, or requirements of this Agreement shall not result in any forfeiture or reversion of title or of any other interest in the OPC Property.

5. Partial Invalidation. The invalidity or unenforceability of any portion of this Agreement shall not affect the validity or enforceability of the remainder hereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6. Incorporation of Exhibits. All Exhibits attached to this Agreement on are hereby incorporated herein by reference.

7. Breach. In the event of a breach or default by any person of the terms and provisions of this Agreement, the non-defaulting party shall be entitled to reimbursement of any and all legal fees, costs, expenses and damages incurred by the non-defaulting party arising out of such breach, including, but not limited to the reimbursement of all damages, costs, and expenses incurred by the non-defaulting party in enforcing their rights hereunder. The non-defaulting party shall be entitled to any and all rights and remedies allowed at law, or in equity, including specific performance arising out of the breach or default of any of the terms and provisions of this Agreement.

8. Successors and Assigns. This Agreement shall run to the benefit and be binding upon the City and OPC and their respective successors and assigns.

9. Utah Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written by their authorized representatives.

OGDEN CITY, a Utah municipal corporation

OGDEN PUBLISHING CORPORATION,
an Ohio corporation

By: *Glenn J. Mecham*
Glenn J. Mecham
Mayor of Ogden City
2484 Washington Boulevard, Suite 300
Ogden, Utah 84401

By: *W. Scott Trundle*
W. Scott Trundle
Publisher and Vice President



ATTEST:

Gloria J. Bennett
City Recorder

Approved as to form:

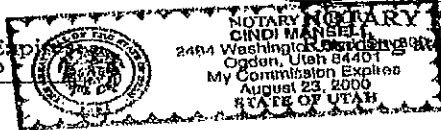
Fredrick Froerer, III
Fredrick Froerer, III, Asst. City Attorney

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

The foregoing instrument was acknowledged before me this 30th day of December, 1999, by Glenn J. Mecham, the Mayor of Ogden City.

Cindi Mansell

My Commission Expires 8-23-2000




Ogden, Utah

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

The foregoing instrument was acknowledged before me this 30th day of December, 1999, by W. Scott Trundle, the Publisher and Vice President of Ogden Publishing Corporation, an Ohio corporation.

My Commission Expires 8-23-2000

 NOTARY PUBLIC
CINDI MARSHALL
2404 Washington Street
Ogden, Utah 84401
My Commission Expires at
August 23, 2000
STATE OF UTAH

Cindi Marshall

Ogden, Utah

EXHIBIT A

(FOST 1 Property Legal Description)

The "FOST 1 Parcel" referred to in the foregoing Agreement consists of the following-described real property situated in Weber County, State of Utah:

A part of the Southeast and Southwest Quarters of Section 18, and the Northeast and Northwest Quarters of Section 19, Township 6 North, Range 1 West, Salt Lake Base and Meridian:

Beginning at a point that bears S. 01°05'25" W. (S. 00°46'27" W.) 1540.67 feet, more or less, and N. 88°54'35" W. (N. 89°13'33" W.) 261.64 feet more or less from the North Quarter corner of said Section 19, per Ogden City Engineering Plat (Drawing No. 2715-1/2). Said point of beginning being more precisely described as follows.

The basis of bearings for this survey is state plane grid bearing of S. 88°41'21" E. 3665.01 feet between a brass survey cap at the intersection of 1200 West Street and 12th Street and brass cap monument on Monument line of 12th Street per the Survey plat filed in the Weber County Surveyor's Office dated February 21, 1997, File No. 1619.

Beginning, for reference, at the intersection of the Monument line along 12th Street and the West line of the Northeast Quarter of Section 19, per Ogden City datum and said survey, thence N. 88°41'21" W. 259.43 feet to a point, thence N. 01°18'39" E. 67.00 feet to a point on the North line of 12th Street, said point being the TRUE POINT OF BEGINNING;

Thence S. 88°41'26" E. 1998.69 feet, more or less, along North line of said street to the intersection of the North line of 12th Street and the Westerly Right of Way line of the Union Pacific Railroad, thence N. 00°59'09" E. 3140.40 feet along Westerly line of said right of way, thence N. 03°34'24" E. 88.59 feet along Westerly line of said right of way, thence N. 00°59'09" E. 13.99 feet along Westerly line of said right of way, thence S. 81°57'17" W. 1442.28 feet, thence S. 76°16'10" W. 499.40 feet, thence S. 82°19'34" W. 326.38 feet, thence S. 03°37'06" E. 52.95 feet, more or less, to a corner of the parcel conveyed by the United States of America to the City of Ogden by a Deed without Warranty, recorded in Book No. 1042 at Page No. 51, Weber County Official Records on December 17, 1973, thence along the Easterly boundary of said parcel, S. 03°37'06" E. 915.00 feet to a corner of said parcel, also being a corner of the parcel conveyed by the United States of America to the State of Utah by Quitclaim Deed recorded in Book 2006 at Page 553, Weber County Official Records on April 20, 1999, thence along the Easterly boundary of last said parcel, S. 03°37'06" E. 400.00 feet to a corner of said parcel, also being a corner of the parcel conveyed to the City of Ogden at Book No. 1042, Page No. 51, O.R., thence along the Easterly boundary of said parcel, S. 03°36'07" E. 670.38 feet, more

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or less, to a corner of the parcel conveyed by the United States of America to Ogden City by Quitclaim Deed recorded in Book No. 1042 at Page No. 40, Weber County Official Records on December 17, 1973, thence along the Easterly boundary of said parcel, S. 03°36'07" E. 800.00 feet, more or less to the TRUE POINT OF BEGINNING.

ALSO, all right, title, or interest that may have been acquired by the United States of America in 12th Street between 1200 West Street and the aforementioned Westerly Right of Way line of the Union Pacific Railroad by the Second Amendment to the Declaration of Taking executed by the Secretary of War on October 22, 1943, in the condemnation proceeding titled United States of America, petitioner, vs. 1678.79 Acres of Land, more or less, in Weber County, State of Utah, Charles F. Larkin, et al., defendants, Civil No. 177, in the United States District Court in and for the District of Utah, Northern Division;

Excepting therefrom any land not currently under the jurisdiction of the Department of Defense.

EXHIBIT B

(DDO Property Legal Description)

The "DDO Property" referred to in the foregoing Agreement consists of the following-described real property situated in Weber County, State of Utah:

All that certain land situated Sections 6, 7, 17, and 18, and 19, Township 6 North, Range 1 West, and in Sections 12 and 13, Township 6 North, Range 2 West, Salt Lake Meridian, in Weber County, State of Utah, and more particularly described as follows:

Commencing at the Ogden City Survey Monument at the intersection of the monument line on 12th Street and the West line of the Northeast Quarter of said Section 19 with the Utah State Plane Coordinates of X=1863765.56 Y=332349.88 based on the Lambert Conformal Projection, Utah Coordinate System, North Zone (NAD 27); thence North 88°41'21" West along the center line of 12th Street, 259.43 feet; thence North 1°18'39" East 67.00 feet to a point on the North line of 12th Street and the true point of beginning; thence North 03°36'07" West 1470.38 feet to a point; thence South 86°22'54" West 550.00 feet to a point; thence North 03°37'06" West 400.00 feet to a point; thence North 86°22'54" East 550.00 feet to a point; thence North 03°37'06" West 915.00 feet to a point; thence South 82°09'50" West 997.81 feet to a point; thence South 89°54'46" West 1264.92 feet to a point; thence North 01°50'25" West 1237.06 feet to a point; thence South 88°20'47" West 741.94 feet to a point on the 28 line of 1200 West Street; thence North 00°46'09" East 1554.42 feet to a point; thence North 00°38'09" East 2794.92 feet to a point; thence North 02°38'09" East 1267.81 feet to a point; thence North 02°22'39" East 385.86 feet to a point; thence North 01°16'39" East 1021.70 feet to a point; thence North 01°36'39" East 488.36 feet to a point; leaving said Easterly line of 1200 West Street; thence North 86°29'24" East 2397.89 feet to a point; thence South 03°35'43" East 655.22 feet to a point; thence North 86°28'27" East 1457.23 feet to a point; thence around a curve to the left through a central angle of 74°06'19" an arc distance of 763.28 feet a chord bearing of North 48°58'04" East 711.18 feet to a point; thence North 09°13'00" East 633.80 feet to a point on the Westerly Right of Way line of Union Pacific Railroad; thence around a curve to the Right through a central angle of 09°13'56" an arc distance of 912.06 feet a chord bearing of South 12°24'37" East 911.07 feet to a point; thence South 89°35'58" East 5.00 feet to a point; thence South 05°39'13" East 444.62 feet to a point; thence South 03°27'13" East 1272.60 feet to a point; thence North 87°32'47" East 20.01 feet to a point; thence South 03°27'13" East 4067.37 feet to a point; thence South 21°13'26" East 78.66 feet to a point; thence South 00°59'09" West 2125.15 feet to a point; thence South 03°34'24" West 88.59 feet to a point; thence South 00°59'09" West 3140.40 feet to the intersection of said UPRR Right of Way with the North line of 12th Street; thence North 88°41'26" West along said North line of 12th Street 1998.69 feet to the point of beginning.

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LESS AND EXCEPTING:

Parcel 1

Beginning at a point located 2558.93 feet North and 3545.44 feet East from a Ogden City Survey Witness corner monument, (said witness corner being located 689.28 feet Westerly from the Southeast corner of Section 13, Township 6 North, Range 2 West, Salt Lake Base and Meridian); and running thence North 86°39'10" East 679.69 feet; thence South 03°33'01" East 736.85 feet; thence South 86°28'33" West 679.19 feet; thence North 03°35'19" West 738.94 feet to the point of Beginning.

Parcel 2

Beginning at a point located 3228.89 feet North and 1512.95 feet East from a Ogden City Survey Witness corner monument, (said witness corner being located 689.28 feet Westerly from the Southeast corner of Section 13, Township 6 North, Range 2 West, Salt Lake Base and Meridian); and running thence North 86°21'05" East 803.48 feet; thence South 03°30'02" East 1535.36 feet; thence South 86°28'41" West 803.55 feet; thence North 03°29'53" West 1533.59 feet to the point of Beginning.

Parcel 3

The Public Benefit Parcels depicted in the site map in Attachment 1, which parcels are not being acquired by the City under the Purchase Contract but are being separately acquired by the City or other entities for purposes other than economic development as provided under the DDOU Reuse Plan.

EXHIBIT C

(OPC Property Legal Description)

The "OPC Parcel" referred to in the foregoing Agreement consists of the following-described real property situated in Weber County, State of Utah:

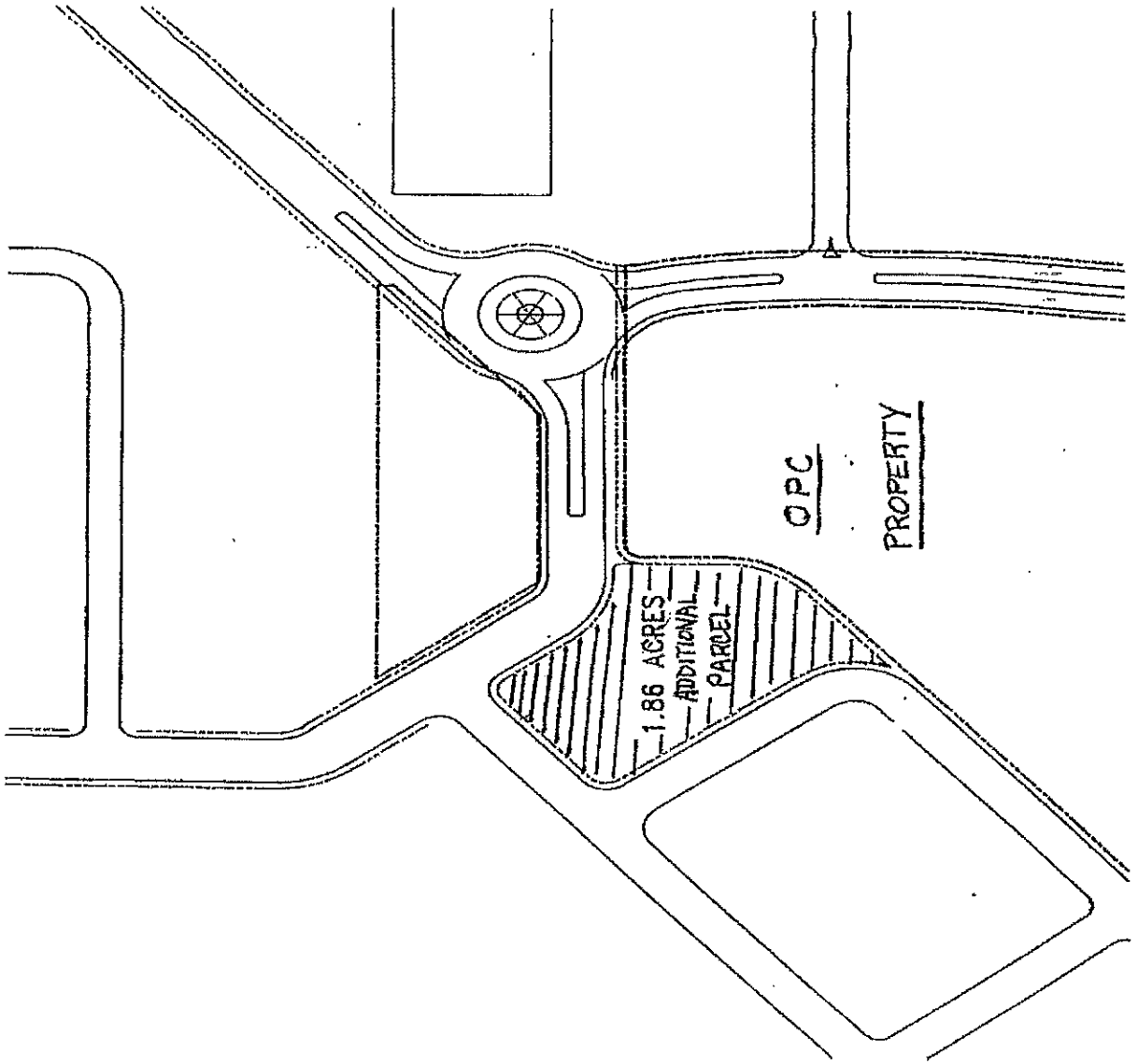
All of Lot 2, Ogden, Regional Business and Industrial Center, Plat 1, a Subdivision of Part of Section 18, Township 6 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, Ogden City, Utah, more particularly described as follows:

A part of the Northeast Quarter of Section 18, Township 6 North, Range 1 West, Salt Lake Base and Meridian: Beginning at a point on the West right-of-way line of the Union Pacific Railroad running along the Easterly Boundary of the Ogden Regional Business and Industrial Center - Plat 1 said point is North 88°41'21" West 259.43 feet; thence North 01°18'39" East 67.00 feet; thence South 88°41'26" East 1998.69 feet; thence North 00°59'09" East 3140.40 feet; thence North 03°34'24" East 88.59 feet; thence North 00°59'09" East 1474.15 feet from the Easterly monument on 12th Street, said monument being South 88°41'21" East 3665.01 feet from the monument at the intersection of 12th Street and 1200 West Street, Ogden, Utah; and running thence South 46°10'02" West 108.09 feet; thence North 43°13'22" West 12.43 feet; thence North 87°38'38" West 4.09 feet; thence South 46°12'00" West 229.64 feet; thence North 43°40'46" West 639.29 feet to the point of tangency with a 136.00 foot curve to the left; thence along said curve 118.30 feet (chord bears North 68°36'01" West 114.61 feet); thence South 86°28'45" West 115.12 feet; thence North 03°31'15" West 325.12 feet to a point on a non-tangent 85.50 feet curve to the right; thence along said curve 81.55 feet (chord bears North 48°11'28" East 78.49 feet) to the point of tangency with a 970.50 foot curve to the right; thence along said curve 186.40 feet (chord bears North 81°00'59" East 186.11 feet); thence North 86°31'07" East 105.74 feet to the point of tangency with a 966.50 foot curve to the right; thence along said curve 87.27 feet (chord bears North 89°06'19" East 87.24 feet); thence South 88°18'28" East 270.74 feet to the point of tangency with a 966.50 foot curve to the right; thence along said curve 54.46 feet (chord bears South 86°41'37" East 54.45 feet); thence South 01°18'20" West 124.72 feet; thence South 43°43'14" East 132.21 feet; thence South 65°43'05" East 5.98 feet; thence South 88°29'17" East 70.16 feet; thence South 00°53'11" West 15.32 feet; thence South 47°03'23" East 3.89 feet; thence South 87°34'41" East 20.03 feet; thence South 00°59'09" West 431.75 feet to the point of beginning.

EXHIBIT D

(Additional Property Legal Description)

The "Additional Property" referenced in the foregoing Agreement consists of approximately 1.86 acres of real property situated in Weber County, Utah and located in the DDO Property, as defined in this Agreement, as such Additional Property is more particularly depicted on the site map attached as Attachment 1 hereto.



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