



W2968953

E# 2968953 PG 1 OF 13
Leann H. Kilts, WEBER COUNTY RECORDER
08-Mar-19 02:07 PM FEE \$42.00 DEP DAC
REC FOR: MOUNTAIN VIEW TITLE - OGDEN
ELECTRONICALLY RECORDED

RETURN RECORDED DOCUMENT TO:

Mountain America Federal Credit Union
Attn: Corporate Real Estate
9800 South Monroe Street
Sandy, Utah 84070

158140

Affects Parcel ID Nos: 03-018-0004
03-018-0005
03-018-0006
BST 03-018-0007
03-018-0008
03-018-0009
03-018-0010
03-018-0043

03-018-0044 1K
0045 1 NP

SHARED ACCESS EASEMENT AGREEMENT

THIS SHARED ACCESS EASEMENT AGREEMENT (this "Agreement") is made by and between MICHAEL MOYAL, as Trustee of the MICHAEL MOYAL LIVING TRUST, dated July 14, 2016, as amended with an address of 1825 South Washington Boulevard, Ogden, Utah 84401 ("Moyal"), and MOUNTAIN AMERICA FEDERAL CREDIT UNION, a Utah non-profit corporation, with an address of 9800 South Monroe Street, Sandy, Utah 84070 ("MACU"), effective as of the date Moyal and MACU have both executed this Agreement, as shown on the signature blocks below (the "Effective Date"). Moyal and MACU may be referred to hereafter individually as a "Party" or collectively as the "Parties".

Recitals.

- A. Moyal is the current fee simple owner of certain real property located in Ogden, Weber County, Utah, identified as part of Parcel ID No. 03-018-0005 and all of Parcel ID Nos. 03-018-0004 and 03-018-0043, as more particularly described in Exhibit "A" attached hereto (the "Moyal Parcels");
- B. MACU is the current fee simple owner of certain real property located in Ogden, Weber County, Utah, identified as part of Parcel ID No. 03-018-0005 and all of Parcel ID Nos. 03-018-0006, 03-018-0007, 03-018-0008, 03-018-0009, and 03-018-0010, as more particularly described in Exhibit "B" attached hereto (the "MACU Parcels"); and
- C. The Parties desire to establish a permanent, perpetual, reciprocal, non-exclusive easement solely for the limited purpose of pedestrian and vehicular ingress, egress, passage, traffic, and access upon, over, across, and through a certain shared driveway, as may be improved from time to time, located between the MACU Parcels and the Moyal Parcels, to and from a certain public roadway commonly known as Washington Boulevard and the MACU Parcels and the Moyal Parcel, as depicted on Exhibit "C" attached hereto and as more particularly described on Exhibit "D" attached hereto (the

3

“Shared Access Area”) for the mutual benefit of the Owners (as defined below) and the Permittees (as defined below) of the MACU Parcels and the Moyal Parcels.

Agreement.

NOW, THEREFORE, in consideration of the foregoing and the covenants contained herein, the Parties hereby covenant and agree to be bound by the following rights, easements, privileges, covenants, conditions, restrictions, duties, and obligations:

1. Recitals and Exhibits. The recitals above are hereby incorporated into this paragraph by this reference as if fully set forth herein. All Exhibits referred to in this Agreement are hereby incorporated into this paragraph by this reference as if full set forth herein.
2. Parcels. The MACU Parcels and the Moyal Parcels may be referred to herein collectively as the **“Parcels”** or individually as a **“Parcel”**.
3. Owners and Permittees. The owners of fee simple title to any portion of the Parcels and their successors and assigns (the **“Owners”**) and the Owners’ corresponding tenants, occupants, employees, customers, invitees, licensees, vendors, representatives, agents, and contractors (the **“Permittees”**) shall at all times enjoy the benefits of using the Shared Access Area to access their respective portion of the Parcels (as applicable), and shall at all times hold their interests subject to, the rights, easements, privileges, covenants, conditions, restrictions, duties, and obligations in this Agreement.
4. Easement. Moyal hereby reserves unto Moyal and grants and conveys to the Owner of the MACU Parcels (as applicable) and MACU hereby reserves unto MACU and grants and conveys to the Owner of the Moyal Parcels (as applicable) a permanent, perpetual, non-exclusive, reciprocal, and unobstructed ingress and egress access easement over, across, upon, and through the Shared Access Area, as more particularly described and depicted in Exhibits **“C”** and **“D”** attached hereto, as may be improved from time to time, subject to all existing easements, encumbrances, restrictions, and other matters of record in the Weber County Recorder’s Office, solely for the limited purpose of: (i) pedestrian and vehicular ingress, egress, passage, traffic, and access to and from the MACU Parcels and the Moyal Parcels and a certain public roadway commonly known as Washington Boulevard (including without limitation vehicular access, pedestrian access, and service vehicle access); and (iii) installing, maintaining, repairing, replacing, and utilizing the curb cuts, driveways, walkways, and related amenities located or to be located within the Shared Access Area, for the benefit of each Owner and Permittee of any Parcel (the **“Shared Access Easement”**). The Owners hereby covenant and agree that the rights granted pursuant to the Shared Access Easement shall at all times be exercised in such a manner as not to unreasonably interfere with the Owners and the Permittee’s (as applicable) normal operation of the Parcels and the businesses conducted thereon. Each Owner retains the right to impose reasonable safety restrictions on the use of the Shared Access Area located within such Owner’s Parcel(s).

5. Improvements. Each Owner shall be responsible to construct all portions of the driveways, sidewalks, curb, gutter, landscape, drainage, and related amenities and improvements (the “**Shared Access Easement Improvements**”) within such Owner’s portion of the Shared Access Area, in connection with such Owner’s development of such Owner’s Parcel(s), at said Owner’s sole cost and expense. The improvements to be installed in the Shared Access Area shall be designed in such a manner as will reasonably accommodate the intended use of the Shared Access Easement and the future development and use of the Parcels. If required by the City of Ogden or if it is deemed desirable in the reasonable discretion of an Owner, such Owner may install the Shared Access Easement Improvements on, in, or over the Shared Access Easement Area of an adjoining Parcel, and such installing Owner shall have the right to recover such installing Owner’s costs, fees, and expenses from the adjoining Owner related to the portion of the adjoining Parcel in the Shared Access Easement Area which the installing Owner has thus improved. The reimbursement paid by the adjoining Owner shall be equal to that portion of the costs, fees, and expenses of the improvements located entirely on the adjoining Owner’s Parcel, and such adjoining Owner shall pay the same to the installing Owner within thirty (30) days after demand from the installing Owner. Each Owner will be solely responsible for repairing any damage to any portion of the improvements located within the Shared Access Area caused by such Owner or such Owner’s Permittees.
6. Use. The use of the Shared Access Easement is not hereby exclusively granted but shall be in common with the use thereof by the Owners and the Permittees. The Owners shall be entitled to use those portions of the Shared Access Easement that lie on their Parcel(s) for those uses provided herein and for any other reasonable uses so long as such other uses do not interfere with or obstruct the use of the Shared Access Easement by any other Owner or Permittee. The Owners shall specifically have the right upon those portions of the Shared Access Easement that shall lie on their respective Parcel(s) to make any use of the surface and/or subsurface at such Owner’s sole cost and expense, so long as such use does not interfere with or obstruct the other Owners’ or Permittees’ use as provided herein. The Shared Access Easement shall be used and enjoyed by each Owner and each Permittee (as applicable) in such a manner so as not to unreasonably interfere with, obstruct, or delay the conduct and operations of the business of any other Owner or Permittee on any other Parcel including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.
7. No Parking Rights. The Shared Access Easement granted herein does not include any rights to park vehicles or place equipment or other personal property within the Shared Access Area. Accordingly, nothing contained in this Agreement shall be construed to grant any parking easements, parking privileges, or parking rights with respect to any Parcel.
8. Not a Public Dedication. Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication of any portion of any Parcel to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention that this Agreement shall be strictly limited to and for the purposes

expressed herein. The Owners shall be permitted, from time to time, to take whatever reasonable action the Owners deem necessary to prevent any portion of the Shared Access Area or the Parcels from being dedicated or taken for public use or benefit.

9. Maintenance. The Owners shall keep the Shared Access Area in a reasonably clean, orderly, attractive, and usable condition and in a good state of maintenance and repair consistent with other first-class retail shopping centers of similar size in the Utah area. The Owners of each Parcel shall be responsible for performing all the following maintenance and repair activities (the “**Maintenance**”) in the Shared Access Area located within each Owner’s Parcel(s), at such Owner’s sole cost and expense:
- a) Maintain, repair, and replace the surface and subsurface of the Shared Access Area, as necessary, to maintain the Shared Access Area in a level, smooth, and evenly covered condition with the types of materials and at the same grade and elevation as originally used to improve the Shared Access Area, except that the such Owner may use such substitute materials as will in all respects be equal to or better than the materials originally used to improve the Shared Access Area with respect to their quality, appearance, and durability;
 - b) Remove from the Shared Access Area all paper, rubbish, debris, ice, snow, and other hazards to persons using the Shared Access Area, and washing or thoroughly sweeping paved areas as required to keep them in a clean and orderly condition;
 - c) Maintain such appropriate pavement markings, entrance, exit, and directional signs and markers and lights, in the Shared Access Area;
 - d) Paint and repaint traffic lines, to maintain the Shared Access Area in first-class condition so as to provide for safe traffic flow between: (i) the MACU Parcels and Washington Boulevard; and (ii) the Moyal Parcels and Washington Boulevard;
 - e) Maintain any storm drains and storm water detention areas located within the Shared Access Area; and
 - f) Take any other customary actions as may be reasonably necessary or appropriate to properly maintain the Shared Access Area.
10. Taxes and Utilities. The Owners shall be obligated to pay when due all real estate and other taxes and assessments, and all utilities’ costs and expenses (if any) for those portions of the Shared Access Area located on each Owner’s respective Parcel(s).
11. Transfer of Ownership. The transferee of any Parcel, or any portion thereof, by acceptance of a deed conveying title thereto, shall accept such deed upon and subject to each and the rights, easements, privileges, covenants, conditions, restrictions, duties, and obligations contained herein. By such acceptance, any such transferee shall

for itself and its successors, assigns, heirs, and personal representatives, covenant, consent, and agree to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to any Parcel, or any portion thereof, so acquired by such transferee. Whenever a transfer of ownership of any portion of a Parcel herein burdened occurs, to the extent of the portion transferred, the liability hereunder of the transferor for breach of covenant occurring thereafter shall automatically terminate and the transferee shall become liable for the covenants and obligations herein provided from and after such transfer of ownership and the transferor shall remain liable for any breach of covenant occurring prior to the date of transfer.

12. No Merger. Ownership of all of the MACU Parcels and the Moyal Parcels by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.
13. Indemnification. Each Owner having rights with respect to the Shared Access Easement granted in this Agreement shall indemnify and hold the Owner whose particular Parcel is subject to the Shared Access Easement harmless from and against all claims, liabilities, damages, penalties, costs, demands, and expenses (including reasonable attorneys' fees and legal costs) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional, or willful acts or omissions of such Owner.
14. Liens. It is expressly understood that neither Party will permit any mechanics', materialmen's, or other similar liens to stand against the Shared Access Area for any labor or material furnished in connection with any work to be performed by or on behalf of any such Party. Such Party may bond and contest the validity of any lien, but on final determination of the validity and the amount of the lien, such Party shall immediately: (i) pay any judgment rendered, with all proper costs and charges; and (ii) have the lien released at such Party's expense.
15. Default and Remedies. In the event of a default or threatened default by any Owner of any of the rights, easements, privileges, covenants, conditions, restrictions, duties, and obligations hereof, the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity. Notwithstanding the foregoing to the contrary, no default hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the rights, easements, privileges, covenants, conditions, restrictions, duties, and obligations hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

16. Attorneys' Fees. In the event a Party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing Party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.
17. Time of Essence. Time is of the essence of this Agreement and the performance of all obligations to be performed under this Agreement.
18. Notices. Notices required to be given hereunder shall be in writing and shall be sent certified mail, return receipt requested, or by national overnight courier company, or personal delivery, to such Party's address set forth in the introductory paragraph above. Notice shall be deemed given upon receipt or refusal to accept delivery. Each Party may change from time to time their respective address for notice hereunder by like notice to the other Party.
19. No Partnership or Joint Venture. Nothing in this Agreement shall be deemed or construed by any person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between any persons.
20. Governing Law. This Agreement shall be governed by the laws of the State of Utah.
21. No Waiver. No waiver of any default of any obligation by any Party shall be implied from any omission by the other Party to take any action with respect to such default.
22. Severability. Each provision of this Agreement and the application thereof to each Parcel is hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement.
23. Entire Agreement. This Agreement contains the complete understanding and agreement of the Parties with respect to all matters referred to herein, and all prior representations, negotiations, and understandings (whether written or oral) are superseded hereby.
24. Covenants to Run with Land. It is intended that each of the rights, easements, privileges, covenants, conditions, restrictions, duties, and obligations set forth herein shall run with the land and create equitable servitudes in favor of the MACU Parcels and the Moyal Parcels benefited thereby, shall bind every person and entity having any fee, leasehold, or other interest therein, including the Owners and Permittees, and shall inure to the benefit of the Parties and their respective successors, assigns, heirs, and personal representatives.
25. Amendment. The Parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of the MACU Parcels and the Moyal Parcels, evidenced by a document that

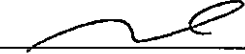
has been fully executed and acknowledged by all such record Owners and recorded in the official records of the Weber County Recorder's Office.

- 26. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original to the same effect as if all Parties had executed the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Shared Access Easement Agreement, as of the Effective Date defined above.

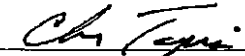
MOYAL:

MICHAEL MOYAL LIVING TRUST, dated July 14, 2016, as amended

By: 
 Name: Michael Moyal
 Its: Trustee
 Date: 3-1-19

MACU:


MOUNTAIN AMERICA FEDERAL CREDIT UNION, a Utah non-profit corporation

By: 
 Name: Chris Tapia
 Its: Senior Vice President of Corporate Real Estate
 Date: 2/28/19

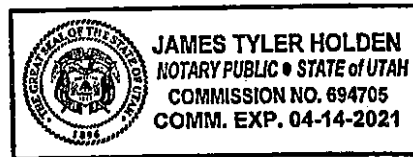
ACKNOWLEDGEMENT OF MOYAL

STATE OF UTAH)
)
) : ss
COUNTY OF Weber)

On the 01 day of ~~February~~ March 2019, personally appeared before me MICHAEL MOYAL, the Trustee of the MICHAEL MOYAL LIVING TRUST, dated July 14, 2016, as amended, and the signer of the foregoing instrument, who duly acknowledged to me that he executed the same on behalf of said living trust for its stated purpose.




Notary Public
Commission Expires: 04-14-2021



ACKNOWLEDGEMENT OF MACU

STATE OF UTAH)
)
) : ss
COUNTY OF Salt Lake)

On the 28th day of February 2019, personally appeared before me CHRIS TAPIA, Senior Vice President of Corporate Real Estate of Mountain America Federal Credit Union, a Utah non-profit corporation, and the signer of the foregoing instrument, who duly acknowledged to me that he executed the same on behalf of said non-profit corporation for its stated purpose.



Notary Public
Commission Expires: April 25, 2021

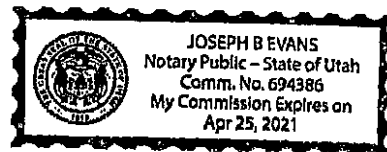


EXHIBIT "A"

(legal description of the Moyal Parcels)

PARCEL 1:

03-018-0044 A NP ✓

A Part of Lot 19, Block 7, Five Acre Plat A, Ogden City Survey, Weber County, Utah: Beginning at a point on the Westerly Line of Washington Boulevard as it exists at 66.00 foot half-width, located 121.31 feet North 1°17'55" East along said Westerly Line from the Southeast Corner of Lot 19, Block 7, Five Acre Plat A, Ogden City Survey, said point also being 33.00 feet South 1°17'55" West along the monument line; 66.00 feet North 88°41'31" West; and 308.69 feet South 1°17'55" West along said Westerly Line from an Ogden City brass cap monument marking the intersection of Washington Boulevard and 18th Street; and running thence North 1°17'55" East 174.75 feet along said Westerly Line of Washington Boulevard; thence North 88°41'31" West 32.97 feet; thence South 1°18'29" West 25.58 feet; thence North 88°41'31" West 219.02 feet; thence North 1°17'55" East 27.52 feet; thence North 88°41'31" West 78.00 feet to the East Line of Kiesel Avenue; thence South 1°17'55" West 199.69 feet; thence South 88°41'31" East 77.33 feet; thence South 1°17'55" West 20.00 feet; thence South 88°41'31" East 21.00 feet; thence South 1°17'55" West 13.50 feet; thence North 86°08'29" East 133.04 feet; thence North 67°07'48" East 108.70 feet to said Westerly Line of Washington Boulevard and the point of beginning.

PARCEL 2:

03-018-0004 A NP ✓

PART OF LOT 19, BLOCK 7, FIVE ACRE PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH, BEGINNING 111.49 FEET, NORTH 0°58' EAST FROM THE SOUTHEAST CORNER OF SAID LOT 19, SAID POINT BEING ON THE WEST LINE OF WASHINGTON BOULEVARD, AND RUNNING THENCE NORTH 0°58' EAST 9.82 FEET, THENCE SOUTH 88°48' WEST 108.70 FEET, THENCE SOUTH 88°48' WEST 199.04 FEET, THENCE NORTH 0°58' EAST 13.5 FEET, THENCE NORTH 88°02' WEST 21 FEET, THENCE NORTH 0°58' EAST 20 FEET, THENCE NORTH 88°02' WEST 77.33 FEET, THENCE SOUTH 0°58' WEST 77.88 FEET TO THE NORTH LINE OF OGDEN CITY RUNNING THENCE NORTH 82°50'00" EAST 93.48 FEET, THENCE NORTH 83°49'58" EAST 88.35 FEET, THENCE NORTH 77°52'53" EAST 67.71 FEET, THENCE NORTH 69°52'12" EAST 98.98 FEET TO THE WEST LINE OF WASHINGTON BOULEVARD, SAID POINT BEING THE POINT OF BEGINNING.

PARCEL 3:

03-018-0043 A NP ✓

POINT OF BEGINNING IS AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF WASHINGTON BOULEVARD AND THE NORTH BANK OF OGDEN RIVER SAID POINT IS APPROXIMATELY NORTH 00°58' EAST 97.41 FEET FROM THE SOUTHEAST CORNER OF LOT 19, BLOCK 7, FIVE ACRE PLAT A SURVEY IN OGDEN CITY AS RECORDED IN THE OFFICE OF THE WEBER COUNTY RECORDER; THENCE NORTH 00°58' EAST 14.02 FEET, THENCE SOUTHWESTERLY THE FOLLOWING 4 COURSES NORTH OF THE NORTH BANK OF THE OGDEN RIVER, SOUTH 69°52'12" WEST 98.98 FEET, THENCE SOUTH 77°52'53" WEST 67.71 FEET, THENCE SOUTH 83°49'58" WEST 88.35 FEET, THENCE SOUTH 82°50'00" WEST 93.08 FEET TO THE EAST RIGHT OF WAY LINE OF KIESEL AVENUE, THENCE SOUTH 00°58' WEST ALONG THE WEST RIGHT OF WAY LINE OF KIESEL AVENUE TO THE SOUTH BANK OF THE OGDEN RIVER, THENCE NORTHEASTERLY ALONG THE SOUTH BANK OF THE OGDEN RIVER TO THE EAST RIGHT OF WAY OF WASHINGTON BOULEVARD THENCE NORTH 00°58' EAST ON THE EAST RIGHT OF WAY LINE OF WASHINGTON BOULEVARD, TO THE POINT OF BEGINNING.

EXHIBIT "B"

(legal description of the MACU Parcels)

PARCEL 1:

yellow *03-018-0041 A NP ✓*
 A Part of Lot 19, Block 7, Five Acre Plat A, Ogden City Survey, Weber County, Utah: Beginning at a point on the Westerly Line of Washington Boulevard as it exists at 66.00 foot half-width, located 298.00 feet North 1°17'55" East from the Southeast Corner of Lot 19, Block 7, Five Acre Plat A, Ogden City Survey, said point also being 33.00 feet South 1°17'55" West along the monument Line; 66.00 feet North 88°41'31" West; and 132.00 feet South 1°17'55" West along said Westerly Line from an Ogden City brass cap monument marking the intersection of Washington Boulevard and 18th Street; and running thence South 1°17'55" West 1.94 feet along said Westerly Line of Washington Boulevard; thence North 88°41'31" West 32.97 feet; thence South 1°18'29" West 25.58 feet; thence North 88°41'31" West 219.02 feet; thence North 1°17'55" East 27.52 feet; thence South 88°41'31" East 120.00 feet; thence North 1°17'55" East 44.00 feet; thence South 88°41'31" East 132.00 feet to said Westerly Line of Washington Boulevard; thence South 1°17'55" West 44.00 feet along said Westerly Line to the point of beginning.

PARCEL 2:

03-018-0004 PD *03-018-0041 A NP ✓*
 PART OF LOT 19, BLOCK 7, FIVE ACRE PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH: BEGINNING AT A POINT 298 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 19, AND RUNNING THENCE WEST 132 FEET, THENCE NORTH 44 FEET, THENCE EAST 132 FEET, THENCE SOUTH 44 FEET TO THE PLACE OF BEGINNING.

PARCEL 3:

03-018-0007 A NP ✓
 PART OF LOT 19, BLOCK 7, FIVE ACRE PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH: COMMENCING AT A POINT 342 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 19, AND RUNNING THENCE WEST 132 FEET, THENCE NORTH 88 FEET, THENCE EAST 132 FEET, THENCE SOUTH 88 FEET TO THE PLACE OF BEGINNING.

PARCEL 4:

03-018-0008 A NP ✓
 PART OF LOT 19, BLOCK 7, FIVE ACRE PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH: BEGINNING AT A POINT 18 RODS AND 13 FEET NORTH AND 8 RODS WEST FROM THE SOUTHEAST CORNER OF SAID LOT 19, AND RUNNING THENCE WEST 40 FEET, THENCE NORTH 120 FEET, THENCE EAST 40 FEET, THENCE SOUTH 120 FEET TO THE POINT OF BEGINNING. WITH A RIGHT-OF-WAY: BEGINNING AT A POINT 18 RODS AND 1 FOOT NORTH AND 8 RODS WEST FROM THE SOUTHEAST CORNER OF SAID LOT 19, AND RUNNING THENCE WEST 12 RODS, THENCE NORTH 12 FEET, THENCE EAST 12 RODS, THENCE SOUTH 12 FEET TO THE PLACE OF BEGINNING

PARCEL 5:

03-018-0009 A NP ✓
 PART OF LOT 19, BLOCK 7, FIVE ACRE PLAT A: BEGINNING 172 FEET WEST OF THE INTERSECTION OF THE WEST LINE OF WASHINGTON AVENUE AND THE SOUTH LINE OF 18TH STREET, OGDEN CITY, WEBER COUNTY, UTAH, RUNNING THENCE WEST 40 FEET, THENCE SOUTH 120 FEET, THENCE EAST 40 FEET, THENCE NORTH 120 FEET TO THE PLACE OF BEGINNING.

PARCEL 6:

03-018-0010 A NP ✓
 BEGINNING AT A POINT 18 RODS 13 FEET NORTH AND 12 RODS 14 FEET WEST FROM THE SOUTHEAST CORNER OF LOT 19, BLOCK 7, OGDEN FIVE ACRE PLAT A, OGDEN CITY, WEBER COUNTY, UTAH; RUNNING THENCE WEST 40 FEET; THENCE NORTH 120 FEET; THENCE EAST 40 FEET; THENCE SOUTH 120 FEET TO THE POINT OF BEGINNING. TOGETHER WITH A RIGHT-OF-WAY, SO FAR AS THE SAME IS APPURTENANT TO AND EFFECTS THE ABOVE DESCRIBED LAND OVER THE FOLLOWING: BEGINNING AT A POINT 18 RODS 1 FOOT NORTH AND 8 RODS WEST FROM THE SOUTHEAST CORNER OF SAID LOT 19; RUNNING THENCE WEST 12 RODS; THENCE NORTH 12 FEET; THENCE EAST 12 RODS; THENCE SOUTH 12 FEET TO THE POINT OF BEGINNING.

PARCEL 7:

A part of Lot 19, Block 7, Ogden Five Acre Plat "A", Ogden City, Weber County, Utah: Beginning at a point which is 18 Rods 13.00 feet North and 252.00 feet West of the Southeast corner of said Lot 19 and running thence South 12.00 feet; thence East 120.00 feet; thence North 12.00 feet; thence West 120.00 feet to the point of beginning.

green 03-018-0047 AMP ✓

EXHIBIT "C"

(depiction of the Shared Access Area)

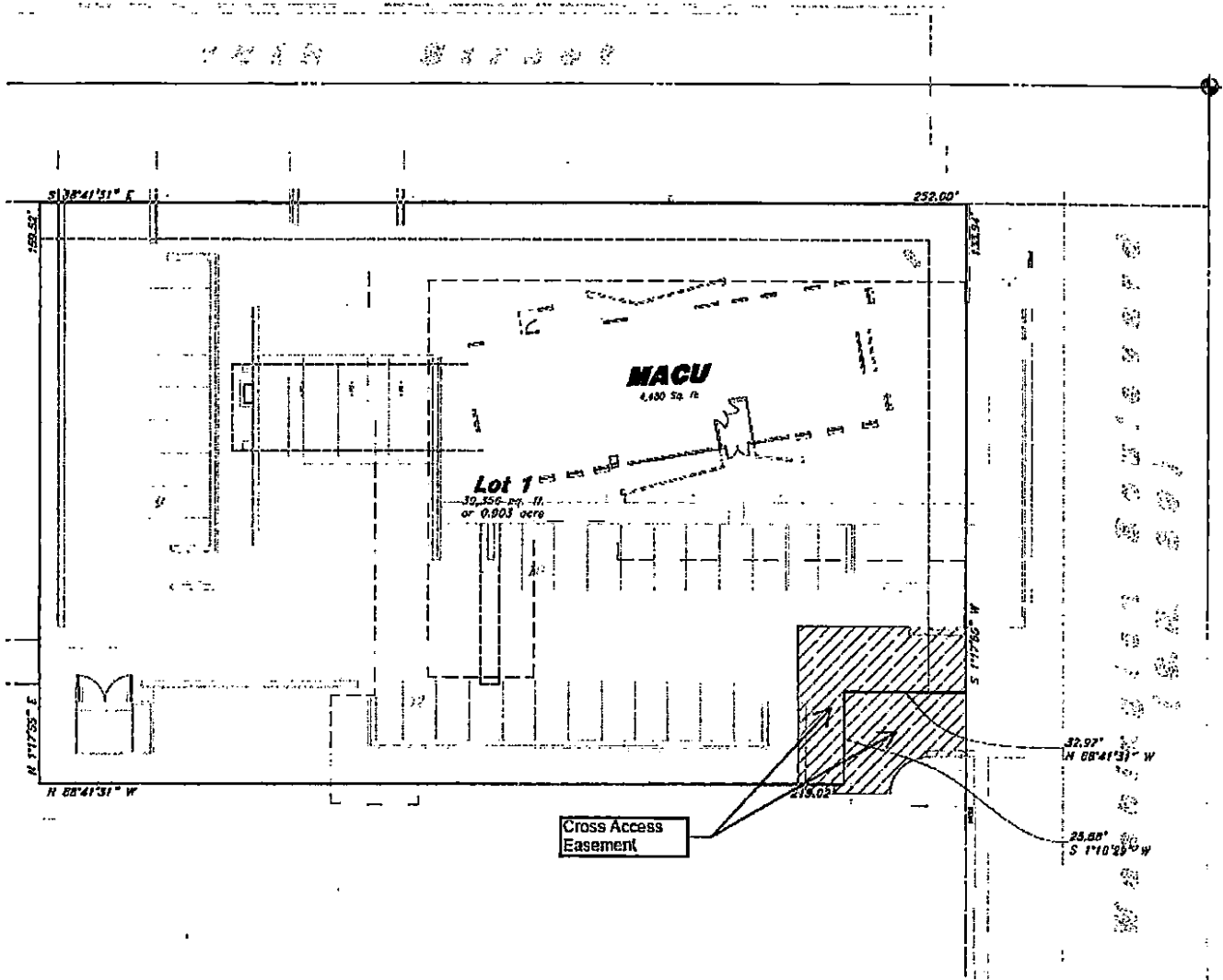


Exhibit "C"

EXHIBIT "D"

(legal description of the Shared Access Area)

A Part of Lot 19, Block 7, Five Acre Plat A, Ogden City Survey, Weber County, Utah:

Beginning at a point on the Westerly Line of Washington Boulevard as it exists at 66.00 foot half-width, located 296.06 feet North $1^{\circ}17'55''$ East from the Southeast Corner of Lot 19, Block 7, Five Acre Plat A, Ogden City Survey, said point also located 33.00 feet South $1^{\circ}17'55''$ West along the monument Line; 66.00 feet North $88^{\circ}41'31''$ West; and 133.94 feet South $1^{\circ}17'55''$ West along said Westerly Line from an Ogden City brass cap monument marking the intersection of Washington Boulevard and 18th Street; and running thence South $1^{\circ}17'55''$ West 18.00 feet along said Westerly Line of Washington Boulevard; thence North $88^{\circ}41'31''$ West 10.47 feet to a point of curvature; thence Southwesterly along the arc of a 10.00 foot radius curve to the left a distance of 15.71 feet (Central Angle equals $90^{\circ}00'00''$ and Long Chord bears South $46^{\circ}18'29''$ West 14.14 feet); thence North $88^{\circ}41'31''$ West 25.00 feet; thence North $1^{\circ}18'29''$ East 46.00 feet; thence South $88^{\circ}41'31''$ East 45.47 feet to said Westerly Line of Washington Boulevard; thence South $1^{\circ}17'55''$ West 18.00 feet along said Westerly Line to the point of beginning.

PNP/ke

Contains: 1,908 sq. ft.

03-018-0044 + 0045 A N.