

E 3232859 B 7466 P 1048-1060  
RICHARD T. NAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
03/10/2020 01:38 PM  
FEE \$40.00 Pgs: 13  
DEP RTT REC'D FOR IHC HEALTH SERVI  
CES INC

**WHEN RECORDED, MAIL TO:**

IHC Health Services, Inc.  
36 South State Street, 23<sup>rd</sup> Floor  
Salt Lake City, Utah 84111  
Attn: Corporate Real Estate Director  
11-075-0149  
Parcel No. ~~11-061-0218~~ 11-061-0010  
11-061-0253  
11-061-0219

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation ("Declarant") makes this DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (this "Declaration") on March 9, 2020.

**Background**

- A. Declarant is the fee simple owner of certain real property located in Layton, Davis County, Utah, as described in Exhibit A (the "Property").
- B. Declarant desires to adopt this Declaration to establish certain covenants, conditions, restrictions, rules, agreements, provisions, easements, constraints, and limitations with respect to the ownership, construction, use, management, and operation of the Project as more fully set forth herein (collectively, the "Covenants, Conditions and Restrictions"), which Covenants, Conditions and Restrictions are intended for the benefit of Declarant, each Owner, and the protection and preservation of the value of each Parcel, the Project as a whole, and any and all Improvements constructed or placed thereon.

**Terms**

Declarant declares the following:

1. Definitions. Unless otherwise defined herein, the following terms have the meanings given in this Section 1.
  - (a) "Building" means any structure built on any portion of the Project for permanent use, including, but not limited to, buildings and parking structures.
  - (b) "County" means Davis County, Utah.
  - (c) "Default Rate" means the lesser of (i) eighteen per cent (18%) per annum, or (ii) the highest interest rate permitted under the laws of the State of Utah.
  - (d) "Easement" or "Easements" means any easement or, as the context may require, all easements (i) granted pursuant to the provisions of this Declaration, (ii) to which the Property is subject pursuant to documents which have been or will be recorded with the County Recorder, or (iii) currently existing or affecting all or any portion of the Project, whether or not recorded.

- (e) "Governmental Authority" means any federal, state, or local governmental or quasi-governmental agency(ies) or authority(ies) having applicable jurisdiction, including without limitation any local district(s), special services district(s), assessment district(s), special improvement district(s) (or similar organized unit(s)) created for the purpose of administering, financing, paying for, controlling, or overseeing all or any portion of any public amenities or facilities, and/or any other applicable subject matter.
  - (f) "Improvements" means and includes all Buildings, streets, road, structures, signage and other improvements made or constructed upon any portion of the Project, as well as all driveways, sidewalks, trails, pathways, parking areas, parking structures, parking surfaces, curbing, gutters, Landscaping, retaining walls, signs, utilities, exterior lighting, street and lighting.
  - (g) "Landscaping" means lawn, ground cover, rock walls, retaining walls, flowers, bushes, shrubbery, trees and other similar landscaping features which may be complemented with, or include, earth berms, masonry or similar materials, together with all related sprinkling or other irrigation systems.
  - (h) "Occupant" means any party, whether such party is an individual, corporation, limited liability company, joint venture, partnership, or other group, entity or association which has purchased, leased, rented or otherwise acquired the right to occupy and/or use any Parcel, Building or portion thereof, whether or not such right is exercised.
  - (i) "Owner" means any party, including Declarant, whether such party is an individual, corporation, limited liability company, joint venture, partnership, entity or association, which holds in fee title, the rights and incidents of ownership of a Parcel within the Project as evidenced in the official records of the County. The term "Owner" does not refer to any party that has an interest solely as security for performance of any obligation, including a deed of trust or mortgage.
  - (j) "Parcel" means Parcel 1, Parcel 2, Parcel 3 and Parcel 4 depicted on Exhibit B which may be separately transferred or conveyed under the laws of the State of Utah.
  - (k) "Project" means the Property, together with the Improvements and the Landscaping which are now located upon or may in the future be located upon the Property.
  - (l) "Main Access Road" means the private access road described on Exhibit C and as shown on Exhibit B that provides ingress and egress between the Project and Layton Parkway. One-half of the full width of the Main Access Road will be located on each adjacent Parcel.
2. Submission. Declarant declares that the Property and any and all Improvements that may at any time be located upon any portion of the Property will be held, sold, conveyed, transferred, designed, constructed, operated, used, maintained, leased, subleased and occupied subject to the Covenants, Conditions, and Restrictions, together with all other terms and provisions, set forth in this Declaration, which are for the purpose of (among other things) establishing mutual easements, covenants and restrictions to provide for the common management and operation of certain portions of the Project, to place certain use restrictions and/or limitations on the Property and to protect and preserve the value of the Project.

This Declaration and all of the Covenants, Conditions, and Restrictions and other provisions contained herein are intended to be, and do constitute covenants that run with the land and which are binding upon and inure to the benefit of Declarant, each respective Owner and Occupant, and any other party which has or may acquire any interest in or to any portion of the Project and each respective grantee, transferee, heir, devisee, personal representative and their successors and assigns. Any party which may acquire an interest in any portion of the Project, or which may occupy any portion of the Project, will be deemed to consent and agree to be bound by the Declaration and all of the Covenants, Conditions, and Restrictions.

3. Easements.

- (a) General. The Property and any portion of the Property which is sold as a separate Parcel will be conveyed and owned subject to and together with the Easements recited in this Declaration, whether or not such Easements are specifically set forth in the document of conveyance. In each instance the physical location of an Easement may, in some circumstances, be located in the same place as other Easements and the use thereof may be shared with other Easements similarly located and in each such instance the rights and privileges associated with each such Easement will be interpreted separately, but the use will be deemed to be non-exclusive with any other Easement similarly located. Except as addressed elsewhere in this Declaration, no Easement may be amended, extinguished or otherwise modified in any manner by an amendment to this Declaration without the express written approval of the Owner of the Parcel which is benefitted or intended to be benefitted by the existence of such Easement. It is expressly agreed that any and all Easements granted pursuant to this Declaration will survive any termination, expiration or other cessation of this Declaration and will be extinguished only upon the execution and delivery of a separate, written termination executed by the party legally entitled to terminate the Easement intended to be terminated.
- (b) Cross Access and Cross Parking Easements. Each Owner is granted a perpetual, non-exclusive Easement on, over and across the Main Access Road for the purpose of vehicular parking and vehicular and pedestrian ingress and egress from the public rights of way via all current access points to each respective Parcel. Each Owner will be responsible to meet the minimum parking requirements of any Governmental Authority for its Parcel. Furthermore, nothing herein will prohibit an Owner from designating all or a portion of its parking stalls for the exclusive use of its lessees, invitees, or licensees.
- (c) Drainage Easements. Each Owner is granted a perpetual, non-exclusive Easement on, over, across, under and through the other Parcels for the purposes of: (i) storm drainage of its respective Parcel, and (ii) constructing, installing, operating, servicing, repairing, replacing and maintaining any and all storm drainage facilities and related appurtenances, as such storm drainage facilities may be required by any applicable Governmental Authority to drain such Parcel, and provided that such storm drainage facilities do not interfere with an Owner's intended use and development of its Parcel and comply with all Governmental Authority requirements for storm drainage.
- (d) Utility Easements. Each Owner is granted a perpetual, non-exclusive Easement under and through each Parcel for the purpose of (i) using and maintaining all existing lines and facilities (including, without limitation, utility, electrical, and irrigation lines and facilities) in their current location and (ii) installing, using, maintaining, repairing and replacing new utility lines and facilities to connect any Parcel to any utilities with adequate capacity located on any other Parcel.

- (e) Encroachment Easements. Each Owner is granted a perpetual, non-exclusive Easement for encroachments as between Parcels due to the placement or settling or shifting of any Improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions). This Easement extends to a distance of not more than two (2) feet, as measured from any point on the common boundary between each adjacent Parcel along a line perpendicular to such boundary at such point; provided, however, in no event will an Easement for encroachment exist if such encroachment occurred due to willful conduct on the part of the party responsible for the installation of such Improvements.
- (f) Temporary Construction Easements. Each Owner is granted a temporary, non-exclusive construction easement on any undeveloped portion of the Property, as reasonably required during construction of improvements on an adjacent Parcel (the "Temporary Construction Easement"). The Temporary Construction Easement for each Owner will expire on the earlier to occur of: (i) issuance of a certificate of occupancy by the applicable Governmental Authority to an Owner constructing such improvements on its Parcel, or (ii) an Owner adjacent to such constructing Owner receives a grading or building permit for its Parcel by the applicable Governmental Authority.
- (g) Public Utility Easement. Each Owner is granted a perpetual, non-exclusive public utility easement (the "Public Utility Easement") on, over and under such portions of the Project within the Main Access Road for the purposes of the Owners, and the providers of such utilities: (i) constructing, designing, installing, repairing, replacing, and/or using any and all dry public utilities, including, but not limited to, electricity, natural gas, telecommunications, etc. (collectively, the "Public Utilities"), provided the Public Utilities do not interfere with vehicular and pedestrian ingress/egress to and from the portions of the Project encumbered by the Public Utility Easement; and (ii) thereafter maintaining, operating, inspecting, altering, removing, replacing, and protecting the same, along with the right of ingress and egress for such purposes.
- (h) Reservation. Each Owner reserves the right to use any portion of its respective Parcel for any use not inconsistent with the other Owners' Easement rights as set forth in this Section 3.
- (i) No Public Dedication. Nothing contained in this Declaration is deemed to be a gift or dedication of any portion of the Project to or for the general public or for any public purpose whatsoever, it being the intention of the Declarant that this Declaration will be strictly limited to and for the purposes expressed herein. Notwithstanding the grant of the Easements, each Owner may be entitled to take whatever steps it deems reasonably necessary to protect and preserve the private ownership of its Parcel and to prevent the same from being dedicated to the public use as a matter of law. An Easement granted to the County and/or a Governmental Authority will be deemed granted to the County and/or the applicable Governmental Authority only, which may be used by its employees, agents, contractors and representatives in performance of their respective duties within the Project, and will not be construed to be a grant to the public generally.

4. Development and Use Restrictions.

- (a) Development of Parcels. Each Owner will be responsible for the construction of all Improvements which are constructed upon its Parcel. No Owner will be responsible to contribute to the cost of the construction, reconstruction or repair of any Improvements

located upon any other Parcel unless agreed upon in writing by such Owner or as otherwise set forth in this Declaration. Notwithstanding the foregoing, each Owner will be responsible to pay its pro rata share of those costs set forth below in Section 4(e).

- (b) Construction of Improvements. Once commenced, construction, reconstruction or repair of any Improvements will be diligently pursued to completion. The Owner of the Parcel on which Improvements are being constructed, reconstructed or repaired will at all times keep the Main Access Road, driveways and access drive aisles contiguous to the Parcel clean and free from any dirt, mud, dust, garbage, refuse, trash or other debris which might be occasioned by such activities; provided, however, that the Owner of the Parcel can locate construction equipment and material outside of its Parcel in an area designated prior to construction as a "Staging Area" that may be secured by the erection of a temporary security fence at its expense. Furthermore, the Staging Area will be classified as a Temporary Construction Easement and will be subject to Section 3(f).
- (c) Maintenance of Improvements. Each Owner, at its sole cost and expense, will continuously maintain all Improvements located on its Parcel in a well-kept appearance of a first-class mixed use center. Each Owner will keep its Parcel free from rubbish, debris, fire hazards or any unsanitary, unsightly or offensive condition and to conduct such weed abatement, rubbish and debris removal and other maintenance to the extent required by applicable federal, state, and/or local laws, rules, regulations and ordinances. Each Owner will be responsible for the exterior and interior maintenance of any and all Buildings and any and all Improvements, including sidewalks, parking lots, lighting, landscaping and driveways, located on said Owner's Parcel except as otherwise set forth in this Declaration. Except for the Main Access Road, each Owner will be responsible for snow removal on its Parcel.
- (d) Construction and Maintenance of Main Access Road. During the period of time in which Declarant owns any Parcel, Declarant will continuously maintain the Main Access Road in a well-kept appearance of a first-class mixed use center and will conduct weed abatement, rubbish and debris removal, snow removal and other maintenance to the extent required by applicable federal, state, and/or local laws. The maintenance obligations set forth above will also include re-paving and striping the Main Access Road, and maintaining and repairing any private utilities located in the Main Access Road that mutually serve the Project. After Declarant no longer owns any Parcel, Parcel 3 Owner will fulfill all such Main Access Road maintenance responsibilities set forth above in this Section 4(d)
- (e) Payment of Shared Costs. Notwithstanding anything in this Declaration to the contrary, each Owner will be responsible for its share of the following costs:
  - (i) Snow Removal and Maintenance of Main Access Road. Each Owner will pay its pro rata share, based on the total square footage of its Parcel compared to the total square footage of the Property, of all costs and expenses to (A) remove snow from the Main Access Road, (B) maintain, repair and replace the Main Access Road and (C) maintain, repair and replace the storm, sewer, and other private common utility improvements located in the Main Access Road that mutually serve the entire Project.
  - (ii) Payment of Shared Costs. During the period of time in which Declarant owns any Parcel, Declarant will initially pay all such costs set forth above in this Section 4(e) and each other Owner will reimburse Declarant for its share of such costs as set forth above within thirty (30) days of receiving written notice. If any Owner fails to reimburse

Declarant as set forth above, Declarant will have: (1) the right to charge such Owner interest at the Default Rate, (2) a lien on the Parcel of the defaulting Owner for such unpaid amounts plus interest at the Default Rate and other amounts as more fully set forth herein, (3) any and all other rights and remedies provided at law or in equity for the collection of debts. After Declarant no longer owns any Parcel, Parcel 3 Owner will have all of Declarant's rights and obligations set forth above in this Section 4(e)(ii).

- (f) Permitted Use; Prohibited Uses. All Parcels will be used exclusively for appropriate uses in compliance with all applicable zoning ordinances. Notwithstanding the foregoing, no part of the Project will be used for any of the following: (i) funeral parlor or mortuary; (ii) bingo, lotto or facility for gambling or off-track betting establishment; (iii) bailbond operations, flea market, massage parlor, "adult" book store, "adult" movie theater, stores selling or displaying pornographic material or other sexually oriented shops; (iv) night club, ballroom, dance hall, discotheque, so called "strip tease" or "gentleman's" club displaying male or female dancers or entertainers, cocktail lounge, bar or tavern, banquet facility and similar types of establishments; (v) auction, liquidation or fire sale business; (vi) industrial, assembly or manufacturing plant, warehousing or distribution facility; (vii) the manufacture, storage, show, display, sale, or distribution of marijuana, tobacco or illicit drugs or products of any kind or sort, and/or any paraphernalia of any kind related thereto, that has not been lawfully prescribed by a physician licensed in the State of Utah; (viii) the manufacture, storage, show, display, sale or distribution, either publically or privately, of alcohol, beer, or any other intoxicating beverage of any kind, (ix) or the operation of a business that creates a public nuisance or is an unlawful use.
- (g) Compliance with Law. No portion of the Project may be occupied for any use which is in violation of any applicable ordinances, laws and regulations of any Governmental Authority.
- (h) No Subdivision of Parcel. No Parcel will be further subdivided without the prior written consent of Declarant for so long as Declarant owns any portion of the Property (in its sole discretion). Notwithstanding the foregoing, Declarant will have the right, subject to applicable laws and ordinances but without the consent being required of any Owner, to relocate or otherwise reconfigure the boundary lines of any Parcel, to eliminate Parcels, to create new Parcels through the subdivision or reconfiguration of one or more existing Parcels and to otherwise design and develop the Parcels within the Project as Declarant determines; provided, however, that such rights will be applicable only to Parcels which will be owned by Declarant at the time of such adjustments. Nothing contained herein will be construed to grant Declarant the right to alter the boundary of any Parcel not owned by Declarant without the express written consent of the Owner of such Parcel.

5. Rights, Duties and Obligations.

- (a) Indemnification. To the fullest extent permitted by applicable law, each Owner and its successors and assigns agree to indemnify, defend and hold the other Owners harmless from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage caused by or arising out of: (i) the acts and omissions of such Owner and its agents, servants, employees, contractors, and/or invitees on the Project; and (ii) the use of any other Parcel by such Owner and its agents, servants, employees, contractors or invitees. The terms and conditions of this provision will remain effective, notwithstanding the expiration or termination of this Declaration.

- (b) Insurance. Each Owner will obtain and maintain a policy of general commercial liability insurance sufficient to insure its respective interests against claims for personal injury, bodily injury, death, and property damage occurring on, in or about the Property.
- (c) Enforcement.
- (i) Non-Monetary Default. If any default or breach of this Declaration of any non-monetary obligation ("Non-Monetary Default") by any Owner is not remedied within thirty (30) days after notice from another Owner, the non-defaulting Owner may reasonably enforce this Declaration (including, without limitation, any and all easements, covenants, conditions, restrictions, terms, provisions, rights and/or duties now or hereafter imposed in any of the foregoing) through any of the following methods: (i) bring a suit at law or in equity to enjoin any violation or to recover monetary damages or both; or (ii) perform the necessary action specified in the notice. If any owner opts to enforce this Declaration via self-help as set forth above in subsection (ii), the defaulting Owner will reimburse the performing Owner for all costs and expenses incurred in performing the necessary action within sixty (60) days of receiving written notice thereof.
- (ii) Monetary Default. If any default or breach of this Declaration of any monetary obligation (a "Monetary Default") is not remedied within thirty (30) days after notice from another Owner, the non-defaulting Owner (the "Curing Owner") may reasonably enforce this Declaration as follows:
- (1) Notice of Claim of Lien. If there is a Monetary Default, any delinquent amounts, together with interest at the Default Rate, costs and attorneys' fees incurred by the Curing Owner in the collection of the delinquent amounts, will be a lien against the Parcel of the defaulting Owner (the "Delinquent Owner") in favor of the Curing Owner. To evidence such a lien, the Curing Owner may prepare and execute a written notice of lien setting forth the delinquent amounts, the name of the Delinquent Owner, a description of the Delinquent Owner's Parcel, and any other information required by law, which may be recorded.
- (2) Foreclosure of Lien. To the fullest extent permitted under applicable law, (i) such lien may be enforced by sale or foreclosure (judicial or non-judicial) of the Delinquent Owner's Parcel conducted in accordance with the provisions of law applicable to the exercise of powers of sale or judicial foreclosure of deeds of trust or mortgages or in any other manner permitted by law, and (ii) the Curing Owner will have the right to appoint and assign a trustee to the extent necessary or convenient for any foreclosure. In any such foreclosure, the Delinquent Owner will be required to pay the costs and expenses of such proceeding (including reasonable attorneys' fees), and such costs and expenses will be secured by the lien being foreclosed. Notwithstanding any language to the contrary, all acts regarding the liens, assessments and foreclosures as described above will be taken in accordance with applicable law. In all events, the lease of any tenant on the Delinquent Owner's Parcel will not be terminated by the foreclosure.

The failure by any Owner to enforce any provision, condition, term, limitation, restriction or prohibition set forth in the Declaration will not be deemed a waiver of any rights whatsoever.

6. Miscellaneous.

- (a) Notices. Upon acquisition of title to a Parcel, each Owner will provide written notice to Declarant and the Parcel 3 Owner of such Owner's address for purposes of furnishing notices in connection with this Declaration. Declarant and the Parcel 3 Owner will maintain a record of the notice addresses furnished by the other Owners. The address provided by an Owner will be used for any notice required to be given under this Declaration and if no such address will have been provided, then the address used by the County for the mailing of real property tax statements for such Parcel will be used for such notice. All communications, consents, and other notices provided for in this Declaration will be in writing and will be effective on the date sent by receipted hand delivery, confirmed facsimile or e-mail, nationally-recognized, overnight courier, or registered or certified mail, return receipt requested, postage prepaid.
- (b) Amendment. No supplement, modification or amendment of this Declaration will be binding unless in writing and executed by all Owners. Any such amendment will take effect upon such recordation in the office of the County Recorder.
- (c) Duration. The covenants and restrictions of this Declaration will run with and bind the Property and Project for a term of forty (40) years from the date this Declaration is recorded, after which time, they will be automatically extended for successive periods of ten (10) years, unless terminated at the end of any period by the affirmative vote of all Owners. No termination will terminate any Easement and all such Easements will survive any termination of this Declaration and may be extinguished only in the manner provided by law for the termination of an Easement.
- (d) No Merger. The Easements, covenants and restrictions and other provisions contained in this Declaration will remain in full force and effect despite the fact that any of the Parcels may be owned by the same persons from time to time. It is the express intent of the Declarant to create a common scheme for the development and operation of the Project which will not be terminated by the doctrine of merger or otherwise unless this Declaration is terminated.
- (e) Assignment of Declarant's Rights and Remedies. Any and all of the rights, powers and reservations of Declarant may be assigned by Declarant to any person, corporation, association or other entity which assumes Declarant's duties. In the event that Declarant attempts to assign less than all of its rights, powers and reservations in this Declaration, then any such assignment must specify which rights, powers and reservations are being assigned and the only party that will be permitted to exercise a right reserved or granted unto Declarant will be the party to whom such right has been assigned. To be effective, such assignment must be in writing, must be recorded in the office of the County Recorder, and must specifically refer to the rights, powers and reservations of Declarant hereunder which are being assigned. Upon acceptance of such assignment by any such person or entity (such acceptance may be shown, among other ways, by execution of such assignment by such assignee, or by such assignee recording the assignment in the office of the County Recorder) and recording of such assignment in the office of the County Recorder, an assignee will, to the extent of such assignment, assume, and be deemed to have assumed, Declarant's duties and will have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant in this Declaration. Upon such assignment and recording, the party making such assignment will be relieved from all liabilities, obligations and duties hereunder arising from and after the date of such assignment; provided, however,



the mere conveyance or transfer of ownership of the Property by Declarant to any person or party, whether by deed or other instrument of conveyance, will in no way convey any right, power or reservation of Declarant in this Declaration. A successor to Declarant by reason of any merger or consolidation of the then Declarant will automatically be deemed to have assumed Declarant's duties in this Declaration and will have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant.

- (f) Violation of Law. Any violation of any federal, state, municipal or local law, ordinance, rule or regulation, pertaining to the ownership, occupation or use of any Property or Improvements within the Project, is declared to be a violation of this Declaration and will be subject to any and all of the enforcement procedures set forth in this Declaration.
- (g) No Third-Party Beneficiary. This Declaration has been executed and recorded for the benefit of Declarant and the Owners. No other party will be construed to be an intended third-party beneficiary of any of the rights, duties or obligations set forth herein.
- (h) Liberal Interpretation. The provisions of this Declaration will be liberally construed as a whole to effectuate the purpose of this Declaration.
- (i) Captions. The titles, headings and captions used herein are for convenience only and are not a part of this Declaration and will not be considered in construing, limiting or amplifying the terms and provisions in this Declaration.
- (j) Invalidity of Provision. If a provision of this Declaration is invalid or unenforceable, then the remainder of this Agreement will remain in full force and effect.
- (k) Exhibits. All exhibits to this Declaration are incorporated herein by this reference.
- (l) Governing Law. Utah laws, excluding its conflict-of-law provisions, govern this Declaration, and all parties submit to the exclusive jurisdiction of state and federal courts in Utah.
- (m) If any party subject to this Declaration is delayed or prevented from the performance of any required act by reason of a strike, labor trouble, acts of terror, acts of nature and the elements, or any other cause beyond the reasonable control of the delayed party (financial inability excepted), i.e., "force majeure," and the delayed party is otherwise without fault, then performance of the applicable act is excused for the period of the delay, provided the delayed party will take all commercially reasonable efforts to mitigate the force majeure.

*[Signatures and Acknowledgments on Following Page]*

DATED to be effective as of the date first written above.

IHC HEALTH SERVICES, INC.,  
a Utah nonprofit corporation

By: *Clay L. Ashdown*  
Print Name: Clay L. Ashdown  
Title: *Vice President*

STATE OF UTAH            )  
                                      : ss.  
COUNTY OF SALT LAKE    )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of March, 2020, by Clay Ashdown, the Vice President of IHC HEALTH SERVICES, INC., a Utah nonprofit corporation.



*Lorrie Callaway*  
NOTARY SIGNATURE AND SEAL

**Exhibit A**

**Description of the Property**

Real property located in Davis County, Utah, more particularly described as follows:

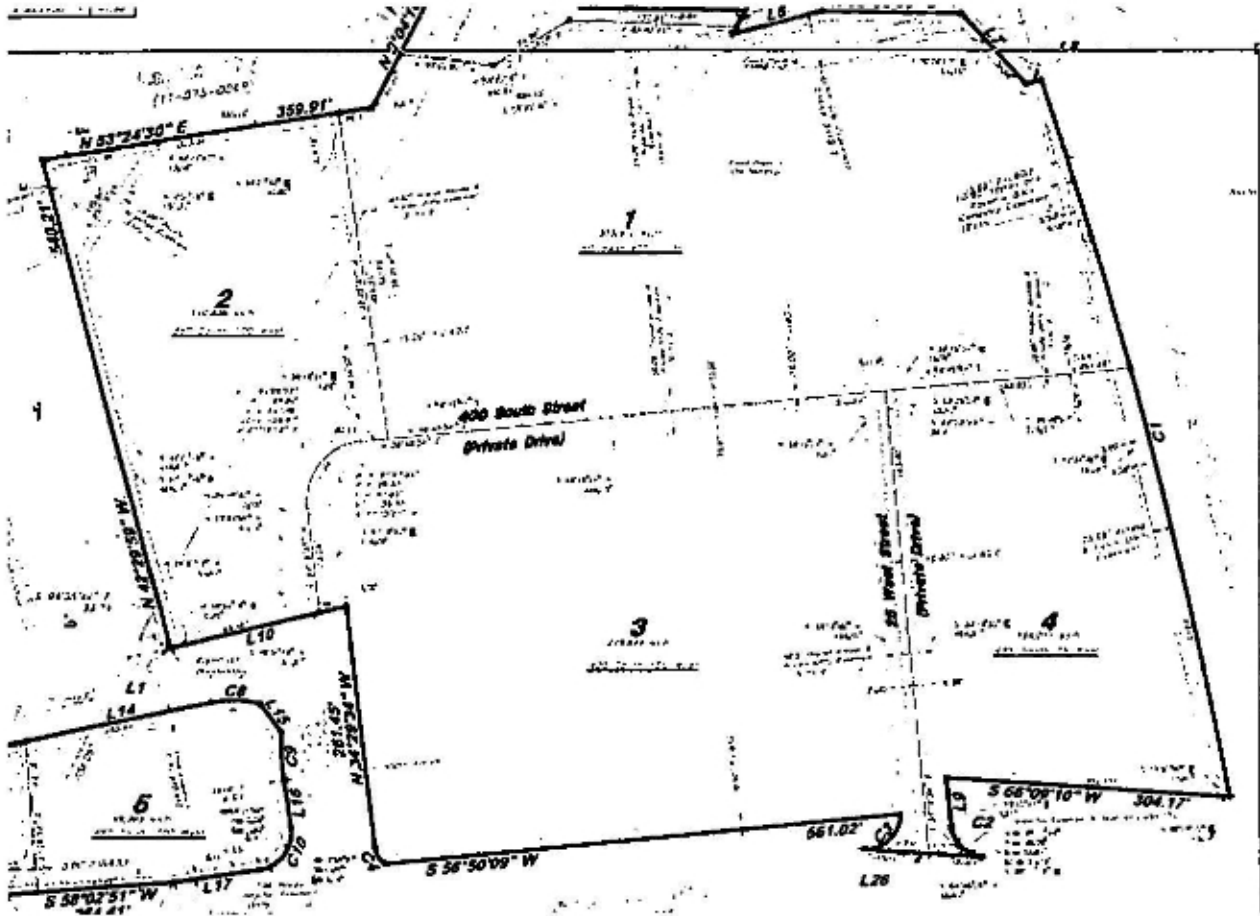
A part of the Northeast Quarter of Section 29 and the Northwest Quarter of Section 28 Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, Layton City, Davis County, Utah:

Beginning at the Southeasterly Corner of the Dajany Property (Davis County Recorder's Office Entry #93497), said point being 738.05 feet North 0°04'16" East along the Section Line and 33.73 feet South 89°55'44" East from the East Quarter Corner of said Section 29; and running thence North 36°47'44" West 3.42 feet; thence North 42°29'59" West 540.21 feet to the Southerly Line of the Layton City Property; thence North 53°24'30" East 359.91 feet; thence North 00°04'16" East 64.34 feet; thence North 69°02'00" East 102.12 feet; thence North 31°48'10" East 94.96 feet; thence North 64°40'44" East 181.33 feet to the West property line of the Doyle Property (Davis County Parcel #11-061-0010); thence two (2) course along the West and South Boundary of said Doyle Property as follows: (1) South 00°04'16" West 8.24 feet; and (2) North 47°59'16" East 98.38 feet; thence North 63°00'00" East 151.33 feet to the South Line of said Doyle Property; thence two (2) courses along said South Boundary line as follows: (1) South 70°25'44" East 102.00 feet; and (2) North 48°29'16" East 17.15 feet to a point on non-tangent curve, said point being on the Westerly right of way line of the Union Pacific Railroad Property; of which the radius point lies South 43°20'19" West; thence Southeasterly along the arc of a 5,630.00 foot radius curve to the right a distance of 798.14 feet (Central Angle equals 08°07'21" and Long Chord bears South 42°36'00" East 797.47 feet) along said Westerly right of way line to the Northerly Line of Layton Parkway; thence South 66°09'10" West 304.17 feet along said Northerly Line; thence South 33°09'51" East 53.79 feet; thence Easterly along the arc of a 36.00 foot radius curve to the left a distance of 48.54 feet (Central Angle equals 77°15'11" and Long Chord bears South 71°47'27" East 44.95 feet) to said Northerly Line; thence South 65°56'29" West 127.10 feet along said Northerly line to a point on a non-tangent curve to the left, of which the radius point lies North 25°27'06" West; thence Northerly along the arc of a 38.30 foot radius curve to the left a distance of 61.13 feet (Central Angle equals 91°26'08" and Long Chord bears North 18°49'50" East 54.84 feet); thence South 56°50'09" West 561.02 feet to a point on a non-tangent curve of which the radius point lies North 05°02'19" East said point being on the Easterly right of way of 100 West Street; thence along said Easterly and Northerly right of way lines the following three (3) courses: (1) Northwesterly along the arc of a 25.00 foot radius curve to the right a distance of 22.02 feet (Central Angle equals 50°28'07" and Long Chord bears North 59°43'37" West 21.32 feet); (2) North 34°29'34" West 261.45 feet; and (3) South 48°54'49" West 195.66 feet to the POINT OF BEGINNING.

Contains 19.834 Acres, more or less

**Exhibit B**

**Depiction of the Parcels**



**Exhibit C**

**Description of Main Access Road**

A part of the Northeast Quarter of Section 29 and the Northwest Quarter of Section 28 Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, Layton City, Davis County, Utah:

Beginning a point on the North right of way line of 475 South Street said point being, said point being 738.05 feet North 0°04'16" East along the Section Line; 33.73 feet South 89°55'44" East to the Southeasterly Corner of Dajany Property (Davis County Recorder's Office Entry #93497), being the North right of way line of 475 South Street and 129.05 feet thence North 48°54'49" East along said North right of way line from the East Quarter Corner of said Section 29; and running thence North 34°30'18" West 54.91 feet; thence North 23°35'55" West 61.15 feet; thence North 34°18'30" West 2.55 feet to the point of curve of a non-tangent curve, of which the radius point lies North 55°49'01" East; thence Northerly along the arc of a 89.00 foot radius curve to the right a distance of 141.36 feet (Central Angle equals 91°00'23" and Long Chord bears North 11°19'13" East 126.97 feet); thence North 56°48'54" East 4.00 feet; thence North 36°35'30" West 328.78 feet to Grantor's North Property line; thence North 53°24'30" East 50.00 feet along said North Property line; thence South 36°35'30" East 331.75 feet; thence North 56°48'54" East 541.95 feet; thence South 33°25'24" East 64.42 feet; thence South 33°10'35" East 464.37 feet to the North right of way line of Layton Parkway; thence South 65°56'29" West 50.64 feet along said North right of way line; thence North 33°10'35" West 456.24 feet; thence North 33°25'24" West 14.52 feet; thence South 56°48'54" West 546.25 feet to the point of curve of a non-tangent curve, of which the radius point lies South 33°10'35" East; thence Southerly along the arc of a 39.00 foot radius curve to the left a distance of 62.03 feet (Central Angle equals 91°07'55" and Long Chord bears South 11°15'27" West 55.70 feet); thence South 34°18'30" East 110.08 feet to the North right of way line of said 475 South Street; thence South 48°54'49" West 61.61 feet along said North right of way line to the POINT OF BEGINNING.

Containing 81,754 square feet, more or less.