

When recorded mail to:
Consolidated Realty Management Group
175 East 400 South, Suite 710
Salt Lake City, Utah 84111
Attn: Rodney M. Pipella

FD-15972
DECLARATION OF CROSS-EASEMENTS
OGDEN CITY PLAZA
(OGDEN, UTAH)

This Declaration is made and executed this 25th day of June, 1997 by Ogden City Plaza Investors, Ltd., a Utah Limited Partnership ("Declarant").

Whereas, Declarant is the owner of a certain parcel of real property located in Weber County, State of Utah that is more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Entire Project").

Whereas, Declarant has subdivided the Entire Project into two parcels in order to create a separate building site at the northwest corner of the Entire Project. The new building site is more particularly described on the Exhibit "B" attached hereto and by this reference made a part hereof (the "Pad Parcel").

Whereas, the balance of the Entire Project is presently improved with a development commonly referred to as the Ogden City Plaza. The balance of the Entire Project is more particularly described on the Exhibit "C" attached hereto and by this reference made a part hereof (the "Plaza Parcel").

Whereas, Declarant has subdivided the Entire Project into the Pad Parcel and the Plaza Parcel with the objective that both parcels be utilized as an integrated and unified project by providing for easements for pedestrian and vehicular ingress, egress, parking, passage and traffic and for utilities in, over, upon, across and through the common areas and such other areas as are hereinafter provided.

NOW THEREFORE, by the execution and recordation of this Declaration, Declarant hereby creates cross-easements affecting the Entire Project described as follows:

ARTICLE I

Definitions

E: 1484462 BK 1873 PG 1314
DOUG CROFTS, WEBER COUNTY RECORDER
29-JUL-97 1059 AM FEE \$34.00 DEP MH
REC FOR: FOUNDERS.TITLE

1.01. Occupant. The term "Occupant" shall mean and include the Declarant, its respective heirs, successors and assigns (including mortgagees), subsequent owners and any person who shall be from time to time entitled to the use and occupancy of space located within the Entire Project under any lease, sublease, license or concession agreement, or other instrument or arrangement under which such rights are acquired.

1.02 Common Areas. The term "Common Areas" shall mean and include all parts of the Entire Project which are from time to time devoted primarily to parking, approaches, exists, entrances, sidewalks, exterior landscaping, incidental and interior roadways, service roads and other similar areas and the common lighting and drainage facilities. The Common Areas may be altered from time to time by the Owner of the Parcel on which such Common Areas are located, provided

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that any such alteration is consistent with this Declaration.

1.03 Permittees. The term "Permittees" shall mean and refer to all Occupants and all customers, employees, licensees and other business invitees of Occupants.

1.04 Benefitted Parcel. The term "Benefitted Parcel" shall mean and refer to those portions of either Pad Parcel or the Plaza Parcel which are benefitted by the easements and rights hereinafter set forth and constitute the dominant estate.

1.05 Burdened Parcel. The term "Burdened Parcel" shall mean and refer to those portions of either the Pad Parcel or the Plaza Parcel which are burdened by the easements and rights hereinafter set forth and constitute the servient estate.

ARTICLE II

Easements

2.01. Grant of Easements. Declarant hereby creates and grants to each individual, partnership, joint venture, corporation, trust, unincorporated association, governmental agency or other business entity now or hereafter holding an ownership interest in fee in any part of the Entire Project (which persons are herein sometimes singularly called the "Owners") the following easements for use by the Owners and their respective Permittees, without payment of any fee or charge, except as otherwise agreed in writing between the Owners:

2.01.1. Pedestrian Easements. Nonexclusive easements for the purpose of pedestrian traffic between (i) the Pad Parcel and the Plaza Parcel; (ii) each parcel and the public streets and alleys now or hereafter abutting or located on any portion of the Entire Project; (iii) each parcel and the parking areas now and hereafter located on the Entire Project; and (iv) over, upon, across and through the Common Areas; limited, however, to those portions of each parcel which are improved by the Owner thereof from time to time for pedestrian walkways and made available by such Owner for general use, as such portions may be reduced, increased or relocated from time to time by each such Owner in conformity with the terms of this Declaration.

2.01.2 Vehicular Easements. Nonexclusive easements for the purpose of vehicular traffic over, upon, across and through the common areas of the Plaza Parcel for the benefit of the Pad Parcel providing for access to any public streets now or hereafter abutting any portion of the Entire Project; limited, however, to those portions of the Plaza Parcel which are improved by the owner thereof from time to time for vehicular access ways as such portions may be relocated from time to time by such Owner in conformity with the terms of this Declaration.

2.01.3 Utility Easements. Nonexclusive easements in favor of the Pad Parcel over and across the Plaza Parcel for the installation, use, testing, connection to, operation, maintenance, repair, replacement and removal of: water lines and systems; telephone lines and systems; gas lines and systems; sanitary sewer lines and systems; electrical lines and systems; storm sewers, drainage lines and systems; and other utility lines or systems hereafter developed to serve the Pad Parcel;

provided, however, that all pipes, wires, lines, conduits, mains, sewers, systems and related equipment (hereafter called "Utility Facilities") will be installed underground to the extent practicable or otherwise enclosed and will be installed, operated and maintained in a manner which will not unreasonably interfere with the use of the Plaza Parcel or the improvements on which such Utility Facilities are located. It is understood and agreed that items such as manhole covers, hydrants, stand pipes, meters, control valves, transformers and other similar items customarily required to be located above ground will not be required to be installed underground. The initial location of Utility Facilities shall be subject to the reasonable approval of the Owner of the Plaza Parcel, which approval shall not be unreasonably delayed, conditioned or denied. The Owner of the Plaza Parcel will have the right, at any time, and from time to time, to relocate any Utility Facilities then located on the Plaza Parcel on the conditions that" (i) such right of relocation will be exercisable only after thirty (30) days' prior written notice of the intention to relocate has been given to the Owner using the Utility Facilities to be relocated; (ii) such relocation will not unreasonably interrupt any utility service to the improvements then located on the Pad Parcel; (iii) such relocation will not reduce or unreasonably impair the usefulness or function of the Utility Facilities to be relocated; and (iv) all costs of such relocation will be borne by the Owner relocating the Utility Facilities.

2.01.4 Construction Easements. Nonexclusive easements upon the Plaza Parcel for the purpose of constructing improvements on the Pad Parcel, including grading, balancing and compaction of soils and other sitework materials, reconstruction, storage of supplies and materials, installation, replacement, modification, care and maintenance, provided such use of the Plaza Parcel is reasonably necessary, will be diligently prosecuted in accordance with sound construction practices and will not unreasonably interfere with the use of the Plaza Parcel or the improvements thereon. Notwithstanding the foregoing, vehicular access, parking and utilities serving the Plaza Parcel shall be maintained during the course of any construction activities on the Pad Parcel.

2.01.5 Parking Easement. Nonexclusive easement in and to the parking lot located on the Plaza Parcel for access to and use for vehicular parking purposes for the benefit of the Pad Parcel.

2.01.6 Fire and Emergency Access. A nonexclusive easement for fire protection and emergency access for pedestrian and vehicular access, ingress and egress over, across, on and through the Common Areas of the Entire Project.

2.01.7 Self-Help Easements. Nonexclusive rights of entry and easements over, across and under each parcel for all purposes reasonably necessary to enable any other Owner of a Parcel to perform any of the provisions of this Declaration which a defaulting owner has failed to perform.

2.01.8 Surface Water Drainage. Nonexclusive easements for the benefit of the Pad Parcel and for the Plaza Parcel for the flow of a reasonable volume of surface water to the nearest drainage catch basins or waterways located upon the Entire Project; provided, however, that (a) the easement for surface water drainage shall be consistent with an overall surface water drainage plan for the Entire Project; and (b) following the construction of Common Areas and buildings on the Pad Parcel no Owner of the Pad Parcel shall alter the flow of surface water onto the Plaza Parcel in a

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manner that would materially increase the volume, materially change the direction, or decrease the purity or quality, of surface water flowing onto the Plaza Parcel.

2.02 Unimpeded Access. No barricade or other divider will be constructed between the Parcels and the Owners will do nothing to prohibit or discourage the free and uninterrupted flow of vehicular or pedestrian traffic as provided for herein throughout the Entire Project in the areas designated for such purpose by the owner of each parcel; provided that each Owner will have the right to temporarily erect barriers to avoid the possibility of dedicating such areas for public use or creating prescriptive rights therein.

ARTICLE III

Nature of Easements and Rights Granted

3.01. Easements Appurtenant. Each and all of the easements and rights granted or created herein are appurtenances to the affected portions of the Entire Project and none of the easements and rights may be transferred, assigned or encumbered except as an appurtenance to such portions. For the purposes of such easements and rights, the particular areas of the Entire Project which are benefitted by such easements shall constitute the dominant estate, and the particular areas of the Entire Project which are burdened by such easements and rights shall constitute the servient estate.

3.02. Nature and Effect of Easements. Each and all of the easements, covenants, restrictions and provisions contained in this Declaration:

- (a) Are made for the direct, mutual and reciprocal benefit of the owners, Occupants and Permittees of the respective parcels;
- (b) Create mutual equitable servitudes upon each parcel in favor of the other Parcels;
- (c) Constitute covenants running with the Land; and
- (d) Shall bind every person or entity having any fee, leasehold or other interest in any portion of the Entire Project at any time or from time to time to the extent that such parcel is affected or bound by the easement, covenant, restriction, or provision in question, or to the extent that such easement, covenant, restriction or provision is to be performed on such parcel.

3.03. Transfer of Title. The acceptance of any transfer or conveyance of title from any Owner or its respective heirs, representatives, successors or assigns of all or any part of its interest in its Parcel shall be deemed to:

- (a) Require the prospective grantee to agree not to use, occupy or allow any lessee or occupant of such parcel to use or occupy the parcel in any manner which would constitute a violation or breach of any of the easements and covenants contained herein; and
- (b) Require the prospective grantee to assume and agree to perform each and all of the obligations of the conveying party under this Declaration with respect to any such parcel which will be conveyed to each grantee, in each case by a written instrument executed,

acknowledged and recorded in the Office of the County Recorder of Weber County, Utah.

Notice of each such conveyance and agreement shall be served by the conveying party upon the Owner of any other part of the Entire Project within ten (10) days after such conveyance. The notice shall be accompanied by a copy of the conveyance and agreement. Upon such assumption by the new grantee and the service of proper notice, the conveying party shall thereupon be released from any future obligation under this Declaration with respect to the parcel so conveyed to the prospective grantee in compliance with this document, but shall not be relieved from past obligations. When a grantee is a mortgagee, no personal liability or responsibility shall be deemed to be assumed by such mortgagee until and unless such mortgagee actually takes possession of a parcel through a mortgage foreclosure action or by way of a Deed-in-Lieu of foreclosure. The failure to comply with the foregoing provisions of this Section 3.03 shall not affect the liability hereunder of the grantee, as between the grantor and the grantee. As between the grantor and the grantee, the grantee shall be personally liable for performance under this Declaration on and after the date such conveyance is recorded in the Office of the Weber County Recorder, subject to the foregoing provisions relating to mortgagees.

ARTICLE IV

Maintenance of Common Areas

4.01 Common Area Maintenance. Each Owner shall maintain the Common Areas from time to time located on its Parcel. Such maintenance shall include, but shall not be limited to:

- (a) Maintenance, repair and replacement of the surface and subsurface of parking lot and driveways situated on the Common Area to maintain it level, smooth and evenly covered with the type of materials originally constructed thereon or such substitutes as will in all respects be equal to such materials in quality, appearance and durability;
- (b) Maintenance and care of all grass, shrubs and landscaping, including, but not limited to, the fertilizing, watering, mowing and trimming thereof and maintaining, repairing and replacing (when necessary) automatic sprinkler systems and water lines;
- (c) Removal from the Common Areas and parking area of papers, debris, ice, snow, refuse and other hazards to persons using the said areas, and washing or thoroughly sweeping paved areas as required;
- (d) Maintenance of such appropriate Parking Area entrance, exist and directional signs, markers and lights as will be reasonably required from time to time; and
- (e) Such painting and repainting as may be required to maintain the parking area and equipment installed thereon in high quality condition.

4.02. Failure to Properly Maintain. In the event that any owner shall fail to properly maintain that portion of the Common Area which is from time to time located on its Parcel (such party being herein referred to as the "Defaulting Party", any other owner (hereinafter referred to as the "Nondefaulting Party") may send written notice of such failure to the Defaulting Party. Such notice shall contain an itemized statement of the specific deficiencies (hereinafter referred to as the

"Deficiencies") in the Defaulting Party's performance of the Common Areas maintenance to be performed by it. The Defaulting Party shall have thirty (30) days after receipt of the said notice in which to correct the Deficiencies or in which to commence to correct the Deficiencies if the Deficiencies cannot be corrected within the said thirty (30) day period, and thereafter, to proceed diligently to complete the correction of the Deficiencies. In the event that the Defaulting Party shall unreasonably fail or refuse to timely correct or to begin to correct the Deficiencies, as the case may be, the Nondefaulting Party may, at its option, upon written notice to the Defaulting Party, correct the Deficiencies. In the event that the Nondefaulting Party shall exercise the said option and shall correct the Deficiencies, the Defaulting Party shall, promptly upon receipt from the Nondefaulting Party of an itemized invoice for the costs incurred by the Nondefaulting Party in correcting the Deficiencies, pay all reasonable costs to the Nondefaulting Party.

4.03. Maintenance of Easement Areas. Except to the extent that such areas might be operated and maintained by public authorities or utilities, the Owner of each Burdened Parcel will operate and maintain all of the areas of the Burdened Parcel which are subject to the pedestrian and vehicular easements created by Sections 2.01.1 and 2.01.2 of this Agreement in sound structural and operating condition at the sole expense of the Owner of the Burdened Parcel. The Owner of the Plaza Parcel pursuant to Section 2.01.3 will operate and maintain all Utility Facilities located within the boundaries of the Plaza Parcel in sound structural and operating condition (except to the extent that such operation and maintenance is performed by public authorities or utilities) and any expenses occasioned thereby will be borne by the Owners of the Benefitted Parcel(s) which are serviced by such Utility Facilities in the ratio which the Net Building Floor Area of the improvements located on each Benefitted Parcel bears to the total Net Building Floor Area of the improvements located on all Benefitted Parcels; provided, however, that each Owner will operate, repair and maintain and pay all costs associated with such operation, repair and maintenance of Utility Facilities and the consumption of utility services which relate solely to the improvement located on a single Parcel, and no other Owner will have any liability with respect thereto. The costs of operation and maintenance of the easements provided by Section 2.01.4 shall be borne by the Owner of the Pad Parcel.

The costs of operation and maintenance of the easements provided by Section 2.01.5 shall be borne by the Owner of the Plaza Parcel.

No costs of operation and maintenance are associated with the easements provided by Section 2.01.6. The cost of the exercise of the easements provided by Section 2.01.7 shall be borne by the owner of the Benefitted Parcel as set forth in Section 4.02 unless a default of the Owner of the Burdened Parcel caused the use of the easement.

The cost of operation and maintenance of the easements provided by Section 2.01.8 shall be borne by the Owner of the Benefitted Parcel.

4.04. Taxes. The Owners of each Parcel shall pay or cause to be paid all real estate taxes and special assessments which are levied against that portion of the Common Area on its Parcel prior to delinquency of such taxes or special assessments.

ARTICLE V

Enforcement - Injunctive Relief

5.01 Remedies. In the event of any violation by any Owner or by any Permittee or Occupant of any part of the Entire Project of any of the terms, restrictions, covenants and conditions provided herein, any other Owner, or its respective successors or assigns, as the case may be, shall have in addition to the right to collect damages, the right to enjoin such violation or threatened violation in a court of competent jurisdiction. Prior to the commencement of any such action, thirty (30) days' written notice of the violation will be given to the other Owner and to the persons or entity guilty of such violation or threatened violation.

5.02. Notice. An Owner will not be in default under this Declaration unless such Owner shall have been served with a written notice specifying the default and shall fail to cure such default within thirty (30) days after receipt of such notice, or shall fail to commence to cure the default within such period of time if the default cannot be cured within the said thirty (30) day period, and thereafter, to proceed diligently to complete the curing of the default.

5.03. Breach Does Not Affect Declaration. It is expressly agreed that no breach of this Declaration shall entitle an Owner to cancel, rescind or otherwise terminate this Declaration, but this limitation shall not affect, in any manner, any other rights or remedies which the owners may have by reason of any breach of this Declaration.

ARTICLE VI

Restriction on Development

6.1 General Restrictions. No portion of the Entire Project shall be used or occupied as an automobile repair (body) shop, billiard parlor, massage parlor, dance hall, skating rink, car wash, off-track betting or other gambling establishment, "flea market", mortuary or crematorium or for industrial or residential purposes.

6.2 Pornographic Use Restrictions. No portion of the Entire Project shall be used or occupied as an adult book store or a store selling or exhibiting pornographic materials. As used herein, "as adult book store or store selling or exhibiting pornographic materials" shall include, without limitation, a store displaying for sale or exhibition books, magazines or other publications containing any combination of photographs, drawings or sketches of a sexual nature which are not primarily scientific or educational, or a store offering for exhibition, sale or rental video cassettes or other medium capable of projecting, transmitting or reproducing, independently or in conjunction with other device, machine or equipment, an image or series of images, the content of which has been rated or advertised generally "X" or unrated by the Motion Picture Rating Association, or any successor thereto.

6.3 Extension of Easements. The easements set forth in the Declaration shall not be extended beyond the boundaries of the Entire Project unless the parcel (s) to be benefitted by the

extension of the easements shall likewise be subjected to the burdens and restrictions of this Declaration. Any such extension shall be made only by written amendment to this Declaration executed by the owners of the Plaza Parcel and the Pad Parcel.

ARTICLE VII

Mutual Indemnification

7.01 Indemnification. Each owner, with respect to its portion of the Entire Project, shall comply with all applicable laws, rules, regulations and requirements of all public authorities and shall indemnify, defend and hold the other owner harmless from and against any and all claims, demands, losses, damages, liabilities and expenses and all suits, actions and judgments (including, but not limited to, costs and reasonable attorneys' fees) arising out of or in any way related to the failure by such owner to maintain its portion of the Entire Project in a safe and proper condition. Each owner shall give each other owner prompt and timely notice of any claim made or suit or action commenced which, in any way, could result in indemnification hereunder.

ARTICLE VIII

Insurance and Subrogation

8.01 Casualty Liability Insurance. Each owner shall obtain and maintain comprehensive public liability insurance covering injuries to persons and property on, in or about its parcel, with a single limit of not less than One Million Dollars (\$1,000,000.00) with a deductible not in excess of One Thousand Dollars (\$1,000.00). All such policies of insurance shall be issued by solvent and responsible insurance companies authorized to do business in the State of Utah, and all such policies shall contain a waiver of the right of subrogation. In addition, whenever (a) any loss, cost, damage or expense resulting, directly or indirectly, from fire, explosion or any other casualty, accident or occurrence is incurred by an owner and (b) such owner is then required to be covered in whole or in part by insurance with respect to such loss, cost, damage or expense, then such owner hereby releases the other owner from any liability it may have on account of loss, cost, damage or expense. Each owner shall furnish the other owner upon request certificates of insurance evidencing the coverages required herein.

ARTICLE IX

Condemnation

9.01 Condemnation Awards. If all or any part of the Entire Project is condemned or taken by any duly constituted authority for a public or quasi-public use, then that portion of the resulting award attributable to the value of any land within the Common Areas so taken shall be payable only to the owner thereof and no claim thereto shall be made by the other owner; provided, however, that the other owner may file collateral claims with the condemning authority, over and above the value of the land within the Common Areas so taken, to the extent of any damage suffered by the

parcels of such other owner resulting from the severance of the appurtenant Common Areas so condemned or taken. The owner of the Common Areas so condemned or taken shall promptly repair and restore the remaining portion of the Common Areas owned by such owner as near as practicable to the condition of same immediately prior to such condemnation or taking and without contribution from any other owner.

ARTICLE X

Duration and Termination

10.01 Duration. The easements, covenants, restrictions and other provisions of this Declaration shall be of perpetual duration.

10.02 Amendment. This Declaration, or any easement, covenant, restriction or undertaking contained herein, may be terminated, extended or amended as to each of the portions of the Entire Project only by the recording of an appropriate document in the Office of the County Recorder of Weber County, Utah, which document must be executed by all of the owners and mortgages, and other holders of recorded interests affected thereby, as of the date of such document, of the Entire Project.

ARTICLE XI

Not a Public Dedication

11.01 Nothing contained in this Declaration shall, or shall be deemed to, constitute a gift or dedication of any portion of the Entire Project to the general public or for the benefit of 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.

ARTICLE XII

Recording

12.01 A fully executed counterpart of this Declaration shall be recorded in the Office of the County Recorder of Weber County, Utah.

ARTICLE XIII

Benefit

13.01 This Agreement shall inure to the benefit of, and be binding upon, the Declarant and its representatives, successors and assigns.

ARTICLE XIV

Waiver

14.01 No waiver of any breach of any of the easements, covenants and/or agreements herein contained shall be construed or constitute, a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.

ARTICLE XV

Severability

15.01 If any term or provision of this Declaration shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Declaration shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

ARTICLE XVI

Applicable Law

16.01 This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

E# 1484462 BK1873 PG1323

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day and in first above written.

Ogden City Plaza Investors, Ltd.

By: Ogden City Plaza Properties, Inc.
Its: General Partner

By: [Signature]
Its: Vice President

State of New York)
) ss.
County of New York)

JOHN L. McMANUS
Notary Public, State of New York
No. 31-488187B
Qualified in New York County
Commission Expires May 20, 1998

On the 25th day of June, 1997, personally appeared before me Raju Shah, who being duly sworn did say that he is the Vice President of Ogden City Plaza Properties Inc, a Utah Corporation, and said Raju Shah signed in behalf of said Corporation by authority of a resolution of its Board of Directors, and that said Corporation is the General Partner of Ogden City Plaza Investors, Ltd., a Utah Limited Partnership, and that the foregoing instrument was signed on behalf of said Limited Partnership by authority of the Limited Partnership Agreement.

[Signature]
NOTARY PUBLIC

EXHIBIT A

"ENTIRE PARCEL"

ALL OF THE BLOCK 38, PLAT A, OGDEN CITY SURVEY, IN OGDEN CITY, WEBER COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF; EXCEPTING THEREFROM A PART OF LOTS 9 AND 10, OF SAID BLOCK 38, PLAT A, OGDEN CITY SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 10, SAID POINT OF BEGINNING ALSO BEING $89^{\circ}02'$ WEST 49.50 FEET AND SOUTH $0^{\circ}58'$ WEST 49.50 FEET FROM THE OGDEN CITY SURVEY MONUMENT AT THE INTERSECTION OF THE CENTERLINES OF 22nd STREET AND GRANT AVENUE IN OGDEN CITY, WEBER COUNTY, UTAH; AND RUNNING THENCE SOUTH $0^{\circ}58'$ WEST 298.00 FEET TO A POINT; THENCE NORTH $89^{\circ}02'$ WEST 33.00 FEET TO A POINT; THENCE NORTH $44^{\circ}02'$ WEST 26.87 FEET TO A POINT; THENCE NORTH $89^{\circ}02'$ WEST 140.00 FEET TO A POINT; THENCE NORTH $0^{\circ}58'$ EAST 279.00 FEET TO A POINT; THENCE SOUTH $89^{\circ}02'$ EAST 192.00 FEET TO THE POINT OF BEGINNING,

01-032-0058

EXHIBIT B

"PAD PARCEL"

Beginning at the Northwest Corner of Block 38, Plat A, Ogden City Survey, Weber County, Utah said point being South 0°58' West 49.50 Feet, and South 89°02' East 49.50 feet from the Ogden City Survey Monument at the intersection of the centerlines of 22nd Street and Lincoln Avenue Thence South 89°02' East along the North line of said Block 38 a distance of 250.17 feet; Thence South 0°58' West 138.00 feet; Thence North 89°02' West 250.17 feet to the West line of said Block 38; Thence North 0°58' East along said West line 138.00 feet to the point of beginning. Contains 34,023 square feet Or 0.7811 acres

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C1-032-1058

EXHIBIT C

"PLAZA PARCEL"

Beginning at the Southeast Corner of Block 38, Plat A, Ogden City Survey, Weber County, Utah said point being North 0°57'56" East 49.50 Feet, and North 89°02' West 49.50 feet from the Ogden City Survey Monument at the intersection of the centerlines of 23rd Street and Grant Avenue: Thence North 0°57'56" East along the East line of said Block 38 a distance of 364.29 feet; Thence North 89°02' West 33.01 feet; Thence North 44°03'41" West 26.94 feet; Thence North 89°02' West 140.06 feet; Thence North 0°58' East 279.17 feet to the North line of said Block 38; Thence North 89°02' West along said North line 225.08 feet; Thence South 0°58' West 136.00 feet; Thence North 89°02' West 250.17 feet to the West line of said Block 38; Thence South 0°58' West along said West line a distance of 526.50 feet to the South line of said Block 38; Thence South 89°02' East along said South line 667.36 feet to the point of beginning. Contains 353,855 square feet Or 8.1188 acres