

12-002-00357, 0031, 0019, 0036



\*W2828329\*

E# 2828329 PG 1 OF 11  
Leann H. Kilts, WEBER COUNTY RECORDER  
23-Nov-16 0336 PM FEE \$35.00 DEP JC  
REC FOR: INWEST TITLE - SOUTH OGDEN  
ELECTRONICALLY RECORDED

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Commerce Corner, LLC  
3974 N. 800 W.  
Ogden, UT 84414

230454

USAGE RESTRICTION AND RIGHT OF FIRST REFUSAL

This Usage Restriction and Right of First Refusal ("Agreement") is dated as of November 21, 2016 by and between OGDEN SCHOOL DEVELOPMENT III, LLC, a Utah limited liability company (with all successors and assigns as owner of Grantor's Property, "Grantor") and COMMERCE CORNER, LLC, a Utah limited liability company (with all successors and assigns as owner of Grantee's Property, "Grantee"). Each of Grantor and Grantee are sometimes referred to herein as a "Party" and collectively as the "Parties."

RECITALS

A. Concurrently herewith, Grantor has purchased from Grantee the real property located in the City of Ogden, Weber County, Utah described on Exhibit A attached hereto ("Grantor's Property").

B. Grantee is the owner of certain real property adjacent to Grantor's Property and described on Exhibit B attached hereto ("Grantee's Property").

C. Grantor and Grantee desire to enter into this Agreement to, among other purposes, restrict the use of Grantor's Property to certain permitted uses.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Restriction on Use of Grantor's Property. Grantor hereby covenants and agrees for the benefit of Grantee's Property that Grantor's Property and all improvements now or hereafter located thereon shall not be used, directly or indirectly, for (i) any retail operation selling alcoholic beverages, sundry products similar to those typically found in convenience stores, a car wash or fuel and fuel-related supplies; and (ii) any retail operation selling food and beverages except as may be incidental to the operation of a school such as cafeteria lunches and school-related events.

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2. Grantee's Right of First Refusal. Grantor may not sell or transfer the Grantor's Property, except to a wholly-owned affiliate of Grantor, unless Grantor has received a bona fide offer to purchase the Grantor's Property (whether solicited or not) and Grantor provides Grantee a right of first refusal to purchase the Grantor's Property pursuant to the following provisions of this section. However, Grantee's right of first refusal set forth herein shall not apply to any transfer of the Grantor's Property to Grantor's mortgagee or any transfer of the Grantor's Property made as a result of the exercise of any remedies of Grantor's mortgagee under any mortgage or trust deed on the Grantor's Property.

A. Grantor shall give Grantee written notice at least thirty (30) days' prior to any proposed sale of the Grantor's Property. Such notice shall be accompanied by a copy of an executed, legally binding purchase agreement (the "Third Party Purchase Agreement") between Grantor and the proposed purchaser setting forth the terms and conditions of such proposed sale.

B. Grantee shall have the right, but not the obligation, to purchase the Grantor's Property from Grantor on the same terms set forth in the Purchase Agreement by notifying Grantor in writing, within thirty (30) days of the receipt of the notice from Grantor, of its intention to purchase the Grantor's Property and delivering to Grantor an executed contract for the purchase of the Grantor's Property on the same terms and conditions set forth in the Third Party Purchase Agreement; however, the date for settlement of Grantee's purchase of the Grantor's Property shall be either the settlement date set forth in the Third Party Purchase Agreement or a date which is not less than one hundred twenty (120) days from the date of Grantor's notice to Grantee of the Third Party Purchase Agreement, whichever is later.

C. If Grantee does not give timely notice of its intention to purchase the Grantor's Property or, having given such notice, does not timely close on the purchase of the Grantor's Property, Grantor may then sell the Grantor's Property to the proposed purchaser pursuant to the Third Party Purchase Agreement. If Grantor does not then sell and convey the Grantor's Property pursuant to the Third Party Purchase Agreement, any subsequently proposed transaction shall again trigger the provisions of this section.

D. This right of first refusal shall be applicable to any proposed sale of the Grantor's Property by the Grantor, its successors, or its assigns.

E. Notwithstanding anything herein to the contrary, this right of first refusal shall not apply to an offer received from a third party for the intended purpose of constructing, owning, operating and maintaining a charter school or a similar educational institution on the Grantor's Property.

3. Run With the Land. The terms, provisions, agreements, covenants, conditions and restrictions set forth in this Agreement shall be equitable servitudes that run in favor of and are enforceable for the benefit of, Grantee's Property, and that are binding upon and enforceable against, Grantor's Property. In the event of a breach of this Agreement by Grantor, Grantee shall be entitled to all rights or remedies available at law or in equity, including without

limitation, injunctive relief. The liability of an owner of Grantor's Property under this Agreement shall be applicable upon such owner only during its period of ownership, provided that no sale or transfer shall relieve an owner of liability for any act, omission, breach, occurrence or condition arising or occurring during such period of ownership.

4. NOTICES. Any notice, demand or other communication pursuant to this Agreement shall be in writing and shall be given by personal delivery, overnight courier service or certified mail, return receipt requested, addressed to Grantor or Grantee at the following address (or at such other address as Grantor or Grantee may designate by notice in accordance with the provisions of this Section 3):

GRANTOR: Ogden School Development III, LLC  
290 N. Flint Street, Suite A  
Kaysville, UT 84037  
Attn: Sheldon Killpack

GRANTEE: Commerce Corner, LLC  
3974 N. 800 W.  
Ogden, UT 84414  
Attn: William Sneddon

Notice shall be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery or by overnight courier service, or on the date notice is received or rejected as evidenced by the return receipt, if notice is by certified mail.

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

6. No Modification. This Agreement may not be amended or modified except in writing executed by the Party against whom such amendment or modification is being charged and recorded in the official records.

7. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements with respect thereto, whether oral or written.

8. No Waiver. No delay or omission in exercising any right or in enforcing any provision of this Agreement shall constitute a waiver of such right or provision.

9. Attorneys' Fees. In the event of a dispute or litigation between the Parties with respect to the interpretation or enforcement of this Agreement, the prevailing Party in such dispute shall be entitled to reimbursement from the non-prevailing Party of its reasonable out-of-pocket attorneys' fees and costs incurred in connection with such dispute or litigation, including costs and expenses incurred in connection with the enforcement, perfection or collection of any judgment.

10. Severability. If any provision of this Agreement is invalid or unenforceable under applicable law, such provision shall be ineffective only to the extent of such invalidity or unenforceability, without invalidating the remaining portions of such provision or the remaining provisions of this Agreement.

11. Binding Agreement. Each Party represents and warrants that this Agreement has been duly and validly authorized, executed and delivered, and constitutes the valid and binding obligation of such Party, and is enforceable in accordance with its terms.

12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original and all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the date first set forth above.

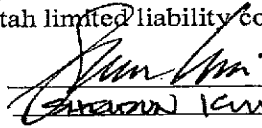
**GRANTEE:**

COMMERCE CORNER, LLC,  
a Utah limited liability company

By: \_\_\_\_\_,  
\_\_\_\_\_, Manager

**GRANTOR:**

OGDEN SCHOOL DEVELOPMENT III, LLC,  
a Utah limited liability company

By:   
Sharon Kempack, Manager

10. **Severability.** If any provision of this Agreement is invalid or unenforceable under applicable law, such provision shall be ineffective only to the extent of such invalidity or unenforceability, without invalidating the remaining portions of such provision or the remaining provisions of this Agreement.

11. **Binding Agreement.** Each Party represents and warrants that this Agreement has been duly and validly authorized, executed and delivered, and constitutes the valid and binding obligation of such Party, and is enforceable in accordance with its terms.

12. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original and all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the date first set forth above.

**GRANTEE:**

COMMERCE CORNER, LLC,  
a Utah limited liability company

By: *Dwight L. Sneddon*  
\_\_\_\_\_, Manager


**GRANTOR:**

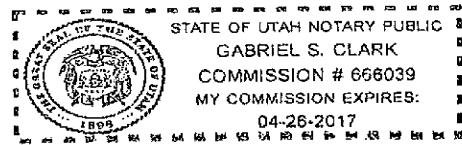
OGDEN SCHOOL DEVELOPMENT III, LLC,  
a Utah limited liability company

By: \_\_\_\_\_  
\_\_\_\_\_, Manager

STATE OF UTAH )  
 ) ss.  
County of Davis )

On the 25<sup>th</sup> day of November, 2016, personally appeared before me Sheldon Killpack, who being be me duly sworn, did say that he is the manager of Ogden School Development III, LLC, a Utah limited liability company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its operating agreement, and the said Sheldon Killpack acknowledged to me that said limited liability company executed the same.

  
\_\_\_\_\_  
Notary Public  
Date: 11/23/16  
My Commission expires: 4/26/17



STATE OF UTAH )  
 ) ss.  
County of Weber )

On the 21<sup>st</sup> day of November, 2016, personally appeared before me Dixie L. Sneddon, who being be me duly sworn, did say that he is the manager of Commerce Corner, LLC, a Utah limited liability company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its operating agreement, and the said Manager acknowledged to me that said limited liability company executed the same.

Rachel J. Miller  
Notary Public  
Date:  
My Commission expires: 7/18/20



EXHIBIT ALEGAL DESCRIPTION OF GRANTOR'S PROPERTY

<sup>DD</sup>  
~~Parcel-12-002-0016-~~ <sup>bt</sup>

PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT WHICH IS NORTH 89D09'45" WEST 492.5 FEET AND SOUTH 0D17'31" WEST 52.0 FEET FROM THE OGDEN CITY SURVEY MONUMENT AT THE CENTER LINES OF 2ND STREET AND HARRISON BLVD.; RUNNING SOUTH 0D17'31" WEST 60.0 FEET; THENCE NORTH 89D09'45" WEST 44.0 FEET; THENCE NORTH 0D17'31" EAST 60.0 FEET; THENCE SOUTH 89D09'45" EAST 44.0 FEET TO THE PLACE OF BEGINNING. TOGETHER WITH THE RIGHT IN COMMON WITH OTHERS ENTITLED TO SIMILAR USE THEREOF THE USE OF ALL DRIVEWAYS AND SIDEWALKS FOR INGRESS AND EGRESS TO AND FROM THE PARCEL ABOVE DESCRIBED AND THE PUBLIC STREETS ADJACENT OR NEAR THERETO. TOGETHER ALSO WITH THE RIGHT TO USE FOR MOTOR VEHICLE PARKING THE PARKING LOT SITUATE UPON THE FOLLOWING DESCRIBED PROPERTY IN WEBER COUNTY, STATE OF UTAH: PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U. S. SURVEY: BEGINNING AT A POINT WHICH IS NORTH 89D09'45" WEST 33 FEET, AND SOUTH 0D17'31" WEST 183 FEET FROM THE OGDEN CITY SURVEY MONUMENT AT THE INTERSECTION OF THE CENTER LINES OF SECOND STREET AND HARRISON BLVD.; RUNNING THENCE SOUTH 0D17'31" WEST 578.7 FEET, MORE OR LESS, TO THE NORTH LINE OF DOUGLAS STREET; THENCE NORTH 89D09'45" WEST 101.15 FEET TO THE SOUTHEAST CORNER OF SHERWOOD PARK ADDITION NO. 6; THENCE NORTH 0D50'15" EAST 115.07 FEET ALONG SAID SUBDIVISION; THENCE NORTH 89D09'45" WEST 346.0 FEET ALONG SAID SUBDIVISION; THENCE NORTH 48D56'29" WEST 209.35 FEET TO THE EAST LINE OF SHERWOOD PARK ADDITION NO. 3; THENCE NORTH 0D50'15" EAST 479.75 FEET TO THE SOUTH LINE OF SECOND STREET; THENCE SOUTH 89D09'45" EAST 225 FEET; THENCE SOUTH 0D17'31" WEST 150 FEET; THENCE SOUTH 89D09'45" EAST 375 FEET TO THE POINT BEGINNING.

<sup>DD</sup>  
~~Parcel-12-002-0032-~~ <sup>bt</sup>

PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, US SURVEY: BEGINNING AT A POINT SOUTH 0D17'31" WEST 33 FEET AND NORTH 89D09'45" WEST 408 FEET FROM THE OGDEN CITY SURVEY MONUMENT LOCATED ON THE INTERSECTION OF THE CENTERLINE OF 2ND STREET AND HARRISON BOULEVARD, RUNNING THENCE SOUTH 89D09'45" EAST 114.5 FEET THENCE SOUTH 0D17'31" WEST 150.00 FEET, THENCE NORTH 89D09'45" WEST 114.5 FEET, THENCE NORTH 0D17'31" EAST 150.0 FEET TO THE POINT OF BEGINNING. TOGETHER WITH THE RIGHT IN COMMON WITH OTHERS ENTITLED TO SIMILAR USE THEREOF THE USE OF ALL DRIVEWAYS AND SIDEWALKS FOR INGRESS & EGRESS TO AND FROM THE PARCELS ABOVE



DESCRIBED AND THE PUBLIC STREETS ADJACENT OR NEAR THERETO. TOGETHER ALSO WITH THE RIGHT TO USE FOR MOTOR PARKING VEHICLE THE PARKING LOT SITUATE UPON THE FOLLOWING DESCRIBED PROPERTY IN WEBER COUNTY, STATE OF UTAH: PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, US SURVEY: BEGINNING AT A POINT WHICH IS NORTH 89D09'45" WEST 33 FEET, AND SOUTH 0D17'31" WEST 183 FEET FROM THE OGDEN CITY SURVEY MONUMENT AT THE INTERSECTION OF THE CENTER LINES OF SECOND STREET AND HARRISON BOULEVARD, RUNNING THENCE SOUTH 0D17'31" WEST 578.7 FEET, MORE OR LESS, TO THE NORTH LINE OF DOUGLAS STREET, THENCE NORTH 89D09'45" WEST 101.15 FEET TO THE SOUTHEAST CORNER OF SHERWOOD PARK ADDITION NO. 6, THENCE NORTH 0D50'15" EAST 115.07 FEET ALONG SAID SUBDIVISION, THENCE NORTH 89D09'45" WEST 346.0 FEET ALONG SAID SUBDIVISION, THENCE NORTH 48D56'29" WEST 209.35 FEET TO THE EAST LINE OF SHERWOOD PARK ADDITION NO. 3, THENCE NORTH 0D50'15" EAST 479.75 FEET TO THE SOUTH LINE OF SECOND STREET, THENCE SOUTH 89D09'45" EAST 225 FEET, THENCE SOUTH 0D17'31" WEST 150.00 FEET, THENCE SOUTH 89D09'45" EAST 375 FEET TO THE POINT OF BEGINNING. (E# 2048688)

DD bt

Parcel 12-002-0004-

***[A PART OF THE FOLLOWING PARCEL AS MORE SPECIFICALLY DEPICTED IN EXHIBIT "A-1" AND AS SHALL HEREINAFTER BE DESCRIBED AND APPROVED BY SURVEY.]***

PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT WHICH IS NORTH 89D09'45" WEST 33 FEET AND SOUTH 0D17'31" WEST 183 FEET FROM THE OGDEN CITY SURVEY MONUMENT AT THE INTERSECTION OF THE CENTER LINE OF SECOND STREET AND HARRISON BLVD., RUNNING THENCE SOUTH 0D17'31" WEST 578.7 FEET MORE OR LESS TO THE NORTH LINE OF DOUGLAS STREET, THENCE NORTH 89D09'45" WEST 101.15 FEET TO THE SOUTHEAST CORNER OF SHERWOOD PARK ADDITION NO. 6, THENCE NORTH [0D50'15"] EAST 115.07 FEET ALONG SAID SUBDIVISION, THENCE NORTH 89D09' 45" WEST 346.0 FEET ALONG SAID SUBDIVISION, THENCE NORTH 48D56'29" WEST 209.35 FEET TO THE EAST LINE OF SHERWOOD PARK ADDITION NO. 3, THENCE NORTH 0D50'15" EAST 479.75 FEET TO THE SOUTH LINE OF SECOND STREET, THENCE SOUTH 89D09'45" EAST 225 FEET, THENCE SOUTH 0D17'31" WEST 150 FEET THENCE SOUTH 89D09'45" EAST 375 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING: PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT WHICH IS NORTH 89D09'45" WEST 492.5 FEET AND SOUTH 0D17'31" WEST 52.0 FEET FROM THE OGDEN CITY SURVEY MONUMENT AT THE CENTER LINES OF 2ND STREET AND HARRISON

BLVD; RUNNING THENCE SOUTH 0D17'31" WEST 60.0 FEET; THENCE NORTH 89D09'45" WEST 44.0 FEET; THENCE NORTH 0D17'31" EAST 60.0 FEET; THENCE SOUTH 89D09'45" EAST 44.0 FEET TO THE PLACE OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING: PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT WHICH IS SOUTH 0D17'31" WEST 319.0 FEET AND NORTH 89D09'45" WEST 54.0 FEET FROM THE OGDEN CITY SURVEY MONUMENT AT THE CENTER LINES OF 2ND STREET AND HARRISON BLVD.; RUNNING THENCE SOUTH 0D17'31" WEST 25.0 FEET; THENCE NORTH 89D09'45" WEST 8.0 FEET; THENCE NORTH 0D17'31" EAST 25.0 FEET; THENCE SOUTH 89D09'45" EAST 8.0 FEET TO THE PLACE OF BEGINNING. ALSO EXCEPTING THEREFROM THE FOLLOWING: PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, U S SURVEY: BEGINNING AT A POINT WHICH IS NORTH 89D09'45" WEST 33 FEET AND SOUTH 0D17'31" WEST 183 FEET FROM THE OGDEN CITY SURVEY MONUMENT AT THE INTERSECTION OF THE CENTER LINES OF 2ND STREET AND HARRISON BOULEVARD AND RUNNING THENCE NORTH 89D09'45" WEST 260.5 FEET, THENCE SOUTH 0D17'31" WEST 50.00 FEET, THENCE SOUTH 89D09'45" EAST 260.5 FEET, THENCE NORTH 0D17'31" EAST 50.00 FEET TO THE POINT OF BEGINNING. (E# 2048689)

SUBJECT TO RIGHT OF WAY 1246-812 & 1246-814.

LESS AND EXCEPTING: A PARCEL OF LAND IN FEE SITUATE IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF GRANTORS LAND, SAID POINT BEING 225.20 FEET SOUTH 00D17'31" WEST ALONG THE CENTERLINE OF HARRISON BOULEVARD AND 33.00 FEET FROM THE MONUMENT LOCATED IN THE INTERSECTION OF 2ND STREET AND HARRISON BOULEVARD AND RUNNING THENCE SOUTH 00D17'31" WEST 530.06 FEET TO THE SOUTHEAST CORNER OF SAID GRANTOR LAND, THENCE NORTH 89D11'11" WEST 101.10 FEET, THENCE NORTH 00D48'49" EAST 0.29 FEET, THENCE NORTH 81D44'31" EAST 73.66 FEET TO A POINT ON A 23.00 FOOT RADIUS CURVE TO THE LEFT, THENCE ALONG THE ARC OF SAID CURVE 18.89 FEET, CHORD BEARS NORTH 58D12'46" EAST 18.36 FEET THENCE NORTH 00D22'58" EAST 353.30 FEET THENCE NORTH 03D06'32" EAST 155.07 FEET, THENCE SOUTH 89D10'05" EAST 4.50 FEET TO THE POINT OF BEGINNING. (E# 2785237) CONTAINS 6631 SQUARE FEET OR 0.0152 ACRES MORE OR LESS.

[NOTE: BECAUSE THE DESCRIPTION OF RECORD DID NOT CONTAIN AN AREA FOR THIS PARCEL THE AREA FOR THIS PARCEL WAS CALCULATED BY THE RECORDERS OFFICE FOR TAX PURPOSES.]

[THE DESCRIPTION USED E# 2794339 APPEARS IN CONFLICT WITH THE BRACKETED INFORMATION SHOWN ABOVE.]

EXHIBIT B

LEGAL DESCRIPTION OF GRANTEE'S PROPERTY

PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN:  
BEGINNING AT A POINT THAT IS SOUTH 0°17'31" WEST ALONG THE CENTERLINE OF HARRISON BOULEVARD 233.00 FEET AND NORTH 89°09'45" WEST 37.89 FEET FROM AN OGDEN CITY STREET MONUMENT IN THE INTERSECTION OF HARRISON BOULEVARD AND 2ND STREET, AND RUNNING THENCE SOUTH 3°06'32" WEST 147.27 FEET; THENCE SOUTH 0°22'58" WEST 353.30 FEET; THENCE ALONG THE ARC OF A 23.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 18.89 FEET AND THROUGH A CENTRAL ANGLE OF 47°03'26" (NOTE: CHORD TO SAID CURVE BEARS SOUTH 58°12'46" WEST 18.36 FEET); THENCE SOUTH 81°44'31" WEST 73.59 FEET TO THE EAST LINE OF SHERWOOD PARK SUBDIVISION ADDITION NO. 6; THENCE ALONG SAID EAST LINE NORTH 0°50'15" EAST 107.03 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID SUBDIVISION NORTH 89°09'45" WEST 160.49 FEET; THENCE NORTH 0°17'31" EAST 414.96 FEET; THENCE SOUTH 89°09'45" EAST 255.61 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FROERER REAL ESTATE INC PARCEL WITH PARCEL I.D. # 12-002-0019, MORE PARTICULARLY DESCRIBED IN A WARRANTY DEED WITH ENTRY NO.: 1671341 AT BOOK: 2041 AND PAGE: 2428, RECORDED NOVEMBER 1, 1999 IN THE WEBER COUNTY RECORDERS OFFICE AS FOLLOWS:

PART OF THE NORTH EAST QUARTER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT WHICH IS SOUTH 0°17'31" WEST 319.00 FEET AND NORTH 89°09'45" WEST 54.00 FEET FROM THE OGDEN CITY SURVEY MONUMENT AT THE CENTER LINES OF 2ND STREET AND HARRISON BOULEVARD; RUNNING THENCE SOUTH 0°17'31" WEST 25.00 FEET; THENCE NORTH 89°09'45" WEST 8.00 FEET; THENCE NORTH 0°17'31" EAST 25.00 FEET; THENCE SOUTH 89°09'45" EAST 8.00 FEET TO THE PLACE OF BEGINNING. TOGETHER WITH A RIGHT-OF-WAY (1246-812 & 814)

CONTAINS 112,083 SQ. FT. OR 2.57 ACRES