

WHEN RECORDED, MAIL TO:

DFCM

Attn: Real Estate Manager
4315 South 2700 West, 3rd Floor
Taylorsville, Utah 84129



W3306868

Tax Parcel Identification Numbers: 01-01-700-053

(Above Space for Recorder's Use Only)

**PERPETUAL PARKING AND
RECIPROCAL ACCESS ROAD EASEMENT AGREEMENT**

This **PERPETUAL PARKING AND RECIPROCAL ACCESS ROAD EASEMENT AGREEMENT** ("Agreement") is made and entered into on the 28 day of November, 2023 ("Effective Date"), by and between **OGDEN CITY**, a municipality and political subdivision of the State of Utah ("**Ogden City**") and the **OGDEN CITY REDEVELOPMENT AGENCY**, a political subdivision of the State of Utah (the "**Agency**"), and the **STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT** (the "**State**"). Ogden City, the Agency, and the State shall hereinafter collectively be referred to as the "**Parties**" and sometimes individually as a "**Party**".

RECITALS

WHEREAS, the State owns certain real property located in Weber County, situated west of the Second Judicial District Courthouse located at 2525 Grant Avenue, Ogden, Utah ("**District Courthouse**"), legally described and depicted on Exhibit A – State Parking Property and County Map (the "**State Parking Property**"), which exhibits are attached hereto and combined in Exhibit A;

WHEREAS, the Agency owns certain real property situated south of and adjacent to the State Parking Property, legally described and depicted on Exhibit B – Agency Property and Map (the "**Agency Property**"), which exhibits are attached hereto and combined in Exhibit B;

WHEREAS, the State has used the State Parking Property as a parking lot to provide parking for the State's employees, agents, contractors and invitees (including jurors, witnesses, litigants, attorneys, police officers, and all others that are in any way connected with the operation, purposes, and function of the District Courthouse or involved in any cases or matters being tried or heard therein) (hereinafter cumulatively, the "**State Users**");

WHEREAS, except for ongoing expenses for maintenance, the State Users had access to free parking during normal business hours since some, if not all, of the maintenance expenses were

paid by the general public through parking fees charged by the State for use of the State Parking Property;

WHEREAS, Ogden City and the Agency desire to improve the Agency Property by constructing the WonderBlock Project, a small-scale drawing of which is attached hereto and labeled as Exhibit C – WonderBlock (“**WonderBlock**” or “**WonderBlock Project**”), which excludes the East Parking Garage as defined hereinafter;

WHEREAS, Ogden City and the Agency want to include the State Parking Property into the WonderBlock Project by acquiring the State Parking Property in exchange for granting to the State certain parking rights, free of charge, described hereinafter in the East Parking Garage (“**East Parking Garage Property**” or sometimes “**East Parking Garage**”);

WHEREAS, the City intends to build the East Parking Garage, which is scheduled to contain 8 floors with 57 stalls on the first level, 105 stalls on the second level, 107 stalls on levels 3 through 7, and 103 stalls on the eighth level, for a total of 800 parking stalls. The East Parking Garage will be located south of the District Courthouse as illustrated in Exhibit B – Agency Property Map and Exhibit C – WonderBlock and as more fully described in Exhibit D – Parking Garage Legal Description;

WHEREAS, the East Parking Garage Property includes a 30-foot deeded access from Grant Avenue to the East Parking Garage structure, providing perpetual, unrestricted access from Grant Avenue to and from the East Parking Garage structure (“**30-foot Access**” see Exhibit B – Agency Property Map and Exhibit F – 30 Foot Access Drawing for its location);

WHEREAS, the Agency may choose, for Agency planning purposes, to convey the East Parking Garage to Ogden City or to the Municipal Building Authority of Ogden City, a political subdivision of the State of Utah and a Utah nonprofit corporation organized and existing under the laws of the State of Utah pursuant to UTAH CODE ANN. §16-6a-101, et seq. (the Utah Revised Nonprofit Corporation Act) and §17D-2-101, et seq. (the Local Building Authority Act) (“**MBA**”);

WHEREAS, the State conveyed the State Parking Property to the Agency in exchange for a perpetual parking easement and right to use one hundred twenty-five (125) parking stalls in the East Parking Garage, and for other good and valuable consideration;

WHEREAS, in the future, the State may expand the District Courthouse and need additional parking to accommodate an increase of State Users;

WHEREAS, the Agency agreed to grant to the State an option to purchase the use of up to one hundred (100) additional monthly parking passes at market parking rates in the East Parking Garage to accommodate such future expansion of the District Courthouse; and

WHEREAS, the Agency gave assurances to the State that in the process of moving the State Users from parking on the State Parking Property to the East Parking Garage, the State and the State Users will never be without suitable parking as provided below.

NOW, THEREFORE, in consideration of the mutual promises and considerations set forth below, the Parties agree to the following:

1. **Real Estate Purchase Contract.** On or about _____, Ogden City, the Agency, and the State signed, executed, and delivered a Real Estate Purchase Contract (“REPC”) wherein the Parties agreed, *inter alia*, to do the following:

1.1. **Conveyance of the State Parking Property.** The State conveyed, on or about _____, the State Parking Property to the Agency in exchange for parking and other rights as described in Sections 2 and 3 below. The State Parking Property includes Parcel Nos. 01-017-0016, 01-017-0019, 01-017-0020, 01-017-0021, and 01-017-0022), and two (2) adjacent parcels that front historic 25th Street (01-017-0030 and 01-017-0031), as further described in Exhibit A – State Parking Property and County Map.

1.2. The Agency agreed, and by this Agreement, does continue to agree, to build the East Parking Garage and to convey, pursuant to the terms of this Agreement, the perpetual right to park in the East Parking Garage as detailed in Section 2 below.

2. **Perpetual Parking Easement.**

2.1. **Grant of Perpetual Parking Easement.** Subject to the terms and conditions set forth in this Agreement, the Agency hereby grants and conveys to the State a perpetual, irrevocable, and exclusive (with respect to the Court Parking Stalls during the Court Parking Hours) easement for parking in the East Parking Garage on the East Parking Garage Property as described on Exhibit “D”, for the benefit of the property on which the District Courthouse is located (“District Courthouse Property”), more particularly described on Exhibit E – District Courthouse Property (Parcel Nos. 010170041 and 010170044, together with the perpetual, irrevocable, and non-exclusive easement for access over and across the East Parking Garage Property for ingress and egress from Grant Avenue to and from the East Parking Garage at no cost to the State now or at any time in the future (cumulatively, the “Perpetual Parking Easement”).

2.2. **Scope of Perpetual Parking Easement.** This Grant of the Perpetual Parking Easement includes the right of the State and State Users to park on and use in perpetuity at no charge to the State or State Users one hundred twenty five (125) parking stalls (“Court Parking Stalls”) in the East Parking Garage on all weekdays during the hours of 7:30 am to 5:30 pm, or as otherwise adjusted in the future to fully accommodate the present and future operational hours and needs of the District Courthouse (“Court Parking Hours”).

2.3. **Location of Court Parking Stalls.** The Court Parking Stalls will be located first on the ground level of the East Parking Garage, estimated to provide the State with (57) Court Parking Stalls, and extend to the second level of the East Parking Garage, estimated to provide the State with the remaining sixty-eight (68) Court Parking Stalls. The actual number Court Parking Stalls on the first and second floors may change based on design changes, but the actual number of Court Parking Stalls will remain constant at 125. The Court Parking Stalls shall be separated from all other parking in the East Parking Garage, to the extent necessary to meet the parking needs of the District Courthouse and State Users through the proper use of electronic gates and equipment, barriers, or other

means of separation during the Court Parking Hours. Such means of separation will be provided, monitored, and maintained by the Agency at no cost to the State.

2.4. Maintenance. the Agency shall at all times keep the East Parking Garage and its access clean and well-lit and in good condition and repair, free of debris, in accordance with maintenance standards employed at comparable city or state-owned parking structures in the State of Utah, and in accordance with all applicable building codes, ordinances, regulations, and laws. Specifically, maintenance of the East Parking Garage shall include, without limitation: (i) clearing any obstructions to all parking areas; (ii) striping and marking all parking stalls; (iii) maintaining, in good operating condition, the pavement and/or concrete surfaces, which may include a regular schedule of asphalt seal and slurry; (iv) maintenance of lighting and light fixtures; and (v) maintenance of all subsurface and above-ground improvements of the East Parking Garage.

2.4.1. Accommodations for Aging Structure. As the East Parking Garage and its access age over the years, the Parties agree to make reasonable accommodations for the effective age of the East Parking Garage and its access which will generally match the condition of similarly aged parking structures owned and operated by comparable cities or the State of Utah.

2.4.2. Personnel, Equipment & Supplies. The Agency agrees to furnish all personnel, equipment, and supplies necessary to operate and properly maintain the East Parking Garage and its access.

2.4.3. Repairs of Structural Damage. In the event of structural damage to all or any portion of the East Parking Garage, the Agency shall undertake to repair or rebuild the East Parking Garage as promptly as reasonably possible after the date of such damage or destruction.

2.4.4. Signs. The Agency shall provide and maintain suitable and sufficient signs in and around the East Parking Garage for its efficient management and ease of patron use.

2.4.5. Utilities. The Agency shall timely pay for all utility services servicing the East Parking Garage.

2.4.6. Cost to the State. All costs associated with this Section 2.4, and each subpart thereof, shall be borne by the Agency and provided at no cost to the State or to State Users.

2.4.7. Technology. The Agency will provide and install a parking management system, which will include parking management software, hardware, possibly license plate readers, and gates. The parking management system will help monitor, regulate, and manage parking uses and, if necessary, limit public uses of the East Parking Garage to maximize its use and provide constant, dependable, and reliable parking to the State and State Users and Invitees as provided in this Agreement.

2.5. Option to Expand Court Parking. In addition to the grant of the Perpetual Parking Easement, the Agency also hereby grants and conveys to the State in perpetuity the right to purchase, obtain and use, on a priority basis, up to one hundred (100) monthly parking passes, which will provide the State with use of an additional 100 parking stalls (“**Additional Court Parking Stalls**”) in the East Parking Garage, when and if needed, at the prevailing market parking rates charged to the general public as established by the City Council from time to time. Use of the Additional Court Parking Stalls will be managed by the Agency through its parking software and equipment, providing the State with the same level of dependable and reliable parking services as with the Court Parking Stalls.

2.6. Judicial Parking & Security Measures. The State retained the Fifteen (15) Judicial Parking stalls located to the west of the District Courthouse on property still owned by the State (“**Judicial Parking**”).

2.6.1. Covered Judicial Parking. The Agency agrees to reimburse the State for the construction of a carport structure over the 15 Judicial Parking stalls, not to exceed the total cost \$425,000.

2.6.2. West Perimeter Wall. At the sole cost and expense of the Agency, the Agency will screen the Judicial Parking to the west by building a twelve (12) foot wall (“**West Perimeter Wall**”) on Agency Property (Parcel No, 010170054) and the East Parking Garage Property (Parcel No. 010170053) along the west property line of Parcel No. 01-017-0044 to separate and secure the District Courthouse property from the WonderBlock Project. The West Perimeter Wall will be constructed with CMU pre-cast concrete blocks, concrete masonry units or similar quality construction materials.

2.6.3. South Protection Barrier. The eight (8) story East Parking Garage will provide security protection to the south of the Judicial Parking area. The north wall of the East Parking Garage will be sheer faced with no windows, balconies, breezeways, or other access into or overlooking the Judicial Parking, except for secured and fully enclosed ventilation openings as may be required in order to construct the parking structure per design standards.

2.7. Temporary Parking Licenses. The Agency hereby grants and conveys to the State a temporary license to continue to use the State Parking Property for the State’s parking needs without interruption (“**State Parking Property License**”) until the State Parking Property is needed by JF Wonder Block Partners QOZB, LLC, a Utah limited liability company (“**JF**”), or any one of its affiliates, for Phase II development activities in the WonderBlock Project, which, on the Effective Date, is estimated to commence in the Spring or Summer of 2024 (“**Date of Possession**”). Prior to termination of the State Parking Property License, the Agency shall (i) give the State fifteen (15) days prior written notice before closure of the State Parking Property, and (ii) provide the State with full access during the Court Parking Hours to ninety-seven (97) temporary parking stalls as illustrated in Exhibit G – Temporary Parking Exhibit (“**Grant Avenue Parking License**”). The Grant Avenue Parking License shall begin seven (7) days before expiration of the State Parking Property License and shall extend to seven (7) days following completion of the East Parking Garage, defined as the date construction of the East Parking Garage is completed,

fully functioning as a parking garage, and fully accessible to the State Users (“East Parking Garage Completion”). In the event East Parking Garage Completion does not occur on or before August 31, 2026, the State shall have the right, but not the obligation, to construct (including the right to demolish existing structures), access and use up to 125 parking stalls (“Replacement Stalls”) on the East Parking Garage Property described on Exhibit D at the expense of the Agency for the benefit of the District Courthouse Property and State Users in perpetuity at no charge, and upon completion of such Replacement Stalls the Grant Avenue Parking License shall terminate.

2.8. Conditions, Restrictions and Limitations of Perpetual Parking Easement.

2.8.1. Income. All income derived from the use of parking stalls in the East Parking Garage, including income, if any, from the Court Parking Stalls outside of the Court Parking Hours and the Additional Court Parking Stalls, shall belong to the Agency to help pay for the structure and offset management and operating expenses.

2.8.2. Uses. The State and the State Users shall use the East Parking Garage solely for passenger vehicle parking. The East Parking Garage shall not be used for overnight parking (except in emergencies), parking of recreational vehicles, or storage of any kind.

2.8.3. Environmental Impairment. Neither the State nor the State Users shall use, generate, manufacture, store, transport or dispose of, on or over the East Parking Garage Property, or on any part thereof, any flammable liquids, radioactive materials, hazardous materials, hazardous waste, hazardous, or toxic substances, as those terms are defined under federal and state laws, provided, however, that nothing in this Section 2.8.3 shall prevent the State or State Users from using the East Parking Garage Property for the operation and parking of vehicles as contemplated by this Agreement.

2.9. Obligation to Rebuild or Convey. At the end of the useful life of the East Parking Garage, estimated to be approximately 50 years from its completion, and at the end of the useful life of each replacement garage built by the Agency thereafter, the Agency shall have two options:

2.9.1. Option 1. The Agency will rebuild a parking garage in similar fashion and quality as the soon to be built East Parking Garage, with at least 200 parking stalls to meet the maximum needs of the State pursuant to the terms of this Agreement, and all the terms of this Agreement shall continue, in perpetuity, unless and until this Agreement is terminated pursuant to Subsection 2.9.2 below; or

2.9.2. Option 2. At the end of the useful life of the East Parking Garage or any replacement garage built by the Agency pursuant to Subsection 2.9.1 above, if the need for parking in the area has decreased, the Agency reserves the right to (i) build a similar, but smaller, high-quality parking garage on the East Parking Garage Property with one hundred twenty five (125) parking stalls, and (ii) convey the East Parking Garage Property with the newly built, one hundred twenty five (125) stall

parking garage, to the State, in which event this Agreement shall terminate and all further obligations of the Agency to the State shall cease. If the Agency should at any time elect this Option 2, the State reserves the right and option to increase the size of the new parking garage and add additional parking stalls, which increase will be paid for by the State at its own cost and expense.

3. **Reciprocal Access Road Easement.** The east portion of the Access Road (the entire “**Access Road**” is depicted on Exhibit I – Private Road Map and described in Exhibit H – Private Road Description and runs from Grant Avenue to Lincoln Avenue), is located between the District Courthouse, to the South, and the back of the lots fronting on 25th Street, to the north and is owned by the State and the west portion of the Access Road will be owned by the Agency.

3.1. **Eastern Road Segment.** Subject to the terms and conditions of this Agreement, by the execution and delivery hereof, the State hereby grants and conveys to the Agency, a perpetual, irrevocable, and non-exclusive easement and right of way (the “**Eastern Segment**”) for purposes of (i) two-way vehicular and pedestrian ingress and egress to and from Grant Avenue and to and from Lincoln Avenue, (ii) the construction, maintenance, and installation of base utilities and services, including without limitation, electricity, sewer, water, natural gas and internet and telecommunication facilities, as may be reasonably necessary or appropriate in connection with the development of the WonderBlock Project (collectively, the “**Utilities**”), and (iii) the construction of associated curbs, gutters, and related improvements (collectively, with the Utilities, the “**Roadway Improvements**”), upon, over and across the Eastern Segment.

3.1.1. **Enforcement.** The Agency will install and maintain signage as necessary to inform the public as to the use requirements and limitations of the Access Road. In addition, the Agency and Ogden City will make all reasonable efforts and take all reasonable steps, particularly during the Court Parking Hours, to keep the Eastern Road Segment open and accessible to the State for unrestricted access. The Agency and Ogden City agree to employ all reasonable means available to them to enforce this “no obstruction policy” in the Eastern Road Segment including, but not limited to, the ticketing and towing of violators at the vehicle owner’s expense.

3.2. **Western Road Segment.** Subject to the terms and conditions of this Agreement, by the execution and delivery hereof, the Agency hereby grants and conveys to the State, a perpetual, irrevocable, and non-exclusive easement and right of way (the “**Western Segment**”) for purposes of (i) two-way vehicular and pedestrian ingress and egress to and from Grant Avenue and to and from Lincoln Avenue, (ii) the construction, maintenance, and installation of base utilities and services, including without limitation, electricity, sewer, water, natural gas and telecommunication facilities, as may be reasonably necessary or appropriate in connection with, or in any way related to, the District Courthouse and its operation or expansion thereof (collectively, the “**Utilities**”), and (iii) the construction of associated curbs, gutters, and related improvements (collectively, with the Utilities, the “**Roadway Improvements**”), upon, over and across the Western Segment.

3.3. Cost of Improvements in the Access Road. All costs for improvements to the Access Road for improvements that are in anyway connected with development of the WonderBlock Project shall be performed and paid for by the Agency or its delegee (e.g., the developer of the WonderBlock Project). The State will not be responsible for the cost of any improvements in the Access Road unless agreed to by the State, in writing, before commencement of work.

3.4. State Improvements Within Access Road. Should the State desire to make or include any new improvements or include any new Utilities within the Access Road for the sole benefit of the District Courthouse and which are not connected with development of the WonderBlock Project, such expenses shall be borne by the State.

3.5. Repairs and Restoration. In the event either Party deems it necessary to perform construction, maintenance, or repair work on, under, above, in or to the Access Road, the Party performing such work shall have the obligation, at its expense, to restore the disturbed area to its pre-disturbed condition.

3.6. Damages to Roadway Improvements. If, in connection with the use, occupation and enjoyment of the easements hereby granted, landscape, hardscape, street, road, sidewalk or other Roadway Improvements are damaged or destroyed, within thirty (30) days thereafter (or such additional reasonable time as may be required by the circumstances, not to exceed ninety (90) days, if the repair or replacement will require more than thirty (30) days to complete, so long as the responsible Party, shall commence any such repair or replacement within such thirty (30) day period and prosecute the same with reasonable due diligence), the responsible Party shall repair or replace such damaged or destroyed Roadway Improvements in a first-class professional manner, to a condition substantially identical to that existing before any such damage or destruction. In the event the responsible Party does not so timely repair or replace such damaged or destroyed Roadway Improvements, the other Party may initiate and complete such repair or replacement for the account of the responsible Party and the responsible Party shall reimburse the other Party all costs incurred by the other Party to complete such repair and replacement plus an administrative fee equal to fifteen percent (15%) of such costs.

3.7. Conditions, Restrictions and Limitations of Reciprocal Access Road Easement.

3.7.1. Uses. Once installed, the Access Road shall be used solely for two-way vehicular and pedestrian ingress and egress to and from Grant Avenue and Lincoln Avenue, and for the installation, replacement, and maintenance of Roadway Improvements, and shall not be used for overnight parking, parking of recreational vehicles, or storage of any kind.

3.7.2. Environmental Impairment. Neither the State nor the Agency shall use, generate, manufacture, store, transport or dispose of, on or over the Access Road, or on any part thereof, any flammable liquids, radioactive materials, hazardous materials, hazardous waste, hazardous, or toxic substances, as those terms are defined under federal, state and local laws and ordinances, provided,

however, that nothing in this Section 3.7.2 shall prevent the State or Court Employees & Invitees from using the Access Road for the operation of vehicles as contemplated by this Agreement.

4. Indemnification. To the fullest extent permitted by law, each of the Parties to this Agreement agrees to defend, hold harmless and indemnify the other Party for the wrongful or negligent acts of its respective employees, agents, volunteers and invitees against any and all liabilities, claims, damages, actions, suits, proceedings, costs and expenses including reasonable counsel fees and expenses of investigation, which arise by reason of any accidents, damages, injuries (including injuries resulting in death) either to persons or property or both; provided, however, that in no event shall the indemnification obligation of the Parties exceed the amount set forth in the Utah Governmental Immunity Act or similar provision in effect at the time judgment is entered. Personal injury or property damage shall have the same meaning as defined in the Utah Governmental Immunity Act. In no event shall this section be construed with respect to third parties as a waiver of any governmental immunity to which a Party is otherwise entitled.

5. General Provisions.

5.1. Recitals. The above recitals are incorporated herein by reference and made a part hereof.

5.2. Ogden City Guaranty. Ogden City hereby unconditionally guarantees the Agency's or MBAs performance of each and every term, covenant, or obligation of this Agreement.

5.3. Amendment. Except as otherwise provided herein, no amendment, modification or termination of this Agreement shall be binding unless executed in writing by the Parties.

5.4. No Third-Party Beneficiaries. This Agreement is only between Ogden City and the Agency, on the one hand, and the State, on the other, and is not intended to be, nor shall it be construed as being, for the benefit of any third party.

5.5. Partial Invalidity. If any term, provision, condition or covenant of this Agreement or the application thereof to any Party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

5.6. Governing Law. This Agreement shall be governed by, and construed according to, the laws of the State of Utah.

5.7. Binding Agreement; Runs with the Land. This Agreement shall run with the land and be binding on, and inure to the benefit of, the Parties and their successors and assigns. This Agreement shall be filed of record with the Weber County Recorder's Office against the East Parking Garage Property and the Access Road.

5.8. Notices, Demands and Communications Between the Parties. Formal notices, demands and communications between Ogden City, the Agency, or the MBA, on the one hand, and the Developer, on the other, shall be deemed sufficiently given only if delivered via registered or certified mail, postage prepaid, return receipt requested, or if delivered by a recognized national courier service (*i.e.*, UPS, Federal Express, etc.) to the following addresses:

IF TO AGENCY OR MBA:

**Ogden City Redevelopment Agency or
Ogden City Municipal Building Authority**
Attention: Executive Director
2549 Washington Blvd., Suite 900
Ogden, Utah 84401

WITH COPY TO:

Agency (or MBA) Attorney
2549 Washington Blvd., Suite 840
Ogden, Utah 84401

IF TO OGDEN CITY:

Ogden City
Attention: Mayor
2549 Washington Blvd., Suite 900
Ogden, Utah 84401

WITH COPY TO:

Ogden City Attorney
2549 Washington Blvd., Suite 840
Ogden, Utah 84401

IF TO THE STATE:

State of Utah, DFCM
Attn: Real Estate Manager
4315 So. 2700 West, 3rd Floor
Taylorsville, Utah 84129

5.9. Interpretation. This Agreement shall be construed according to its fair meaning as if prepared by all Parties to this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.


SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, each of the Parties has executed this Agreement.

OGDEN CITY

OGDEN CITY, a municipality and political subdivision of the State of Utah

By:




Michael P. Caldwell
Mayor

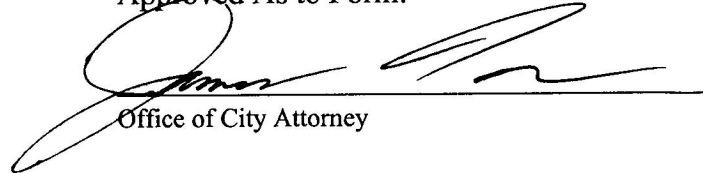
Date: ^{06 MN} 11-29-2023

ATTEST:




~~Tracy Hansen~~
City Recorder - Chief Deputy

Approved As to Form:


Office of City Attorney

AGENCY

OGDEN CITY REDEVELOPMENT AGENCY,
a political subdivision of the State of Utah

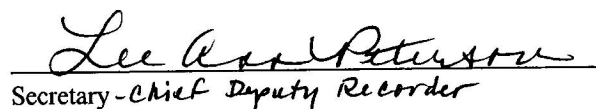
By:



Michael P. Caldwell
Executive Director

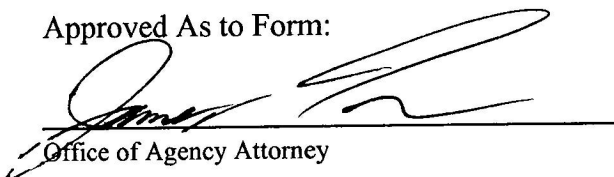
Date: ^{06 MN} 11-29-2023

ATTEST:


Secretary - Chief Deputy Recorder



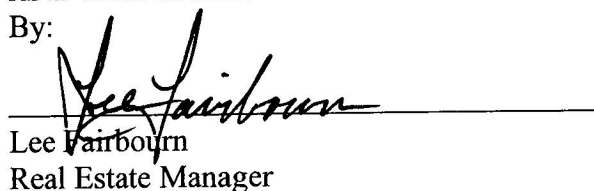
Approved As to Form:


Office of Agency Attorney

STATE

STATE OF UTAH,
DIVISION OF FACILITIES CONSTRUCTION
AND MANAGEMENT

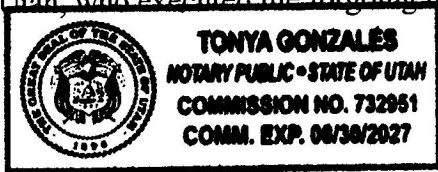
By:


Lee Fairbourn
Real Estate Manager

Date: 11/28/23

STATE OF UTAH)
: ss.
COUNTY OF WEBER)

On the 6 day of ~~October~~ ^{November}, 2023, personally appeared before me Michael P. Caldwell, who is the Mayor of Ogden City, Utah, a Utah municipality and political subdivision of the State of Utah, who executed the forgoing instrument on behalf of said Ogden City, Utah.



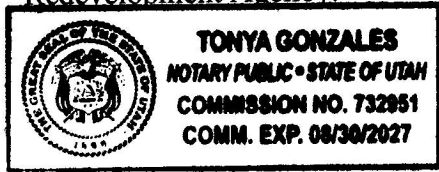
Tonya Gonzales

NOTARY PUBLIC
Residing at: *Weber County*

My Commission Expires: *8-30-27*

STATE OF UTAH)
: ss.
COUNTY OF WEBER)

On the 6 day of ~~October~~ ^{November}, 2023, personally appeared before me Michael P. Caldwell, who is the Executive Director of the Ogden City Redevelopment Agency, a political subdivision of the State of Utah, who executed the forgoing instrument on behalf of said Ogden City Redevelopment Agency.



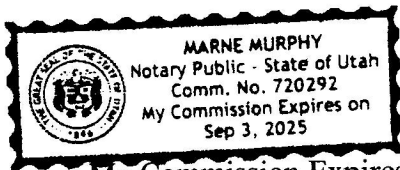
Tonya Gonzales

NOTARY PUBLIC
Residing at: *Weber County*

My Commission Expires: *8-30-27*

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

On the 26 day of ~~October~~ ^{November}, 2023, personally appeared before me Lee Fairbourn, who is the Real Estate Program Manager of the Division of Facilities Construction and Management, an agency of the State of Utah, who executed the forgoing instrument on behalf of said Division of Facilities Construction and Management.



Marne Murphy

NOTARY PUBLIC
Residing at: *Salt Lake County*

My Commission Expires: *9/3/2025*

EXHIBIT A

to
Perpetual Parking and Reciprocal Access Road Easement Agreement

(Legal Description of State Parking Property)

PARCEL I: (01-017-0016)

PART OF LOT 4, BLOCK 19, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4; AND RUNNING THENCE EAST 13 RODS AND 10 FEET ALONG THE NORTH LINE OF SAID LOT, THENCE SOUTH 41° 37' WEST 40.12 FEET, THENCE WEST 197.86 FEET, THENCE NORTH 30 FEET TO THE PLACE OF BEGINNING.

PARCEL II: (01-017-0019)

PART OF LOT 5, BLOCK 19, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH: BEGINNING AT A POINT 75 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 5; AND RUNNING THENCE EAST 20 RODS, THENCE SOUTH 57 FEET, THENCE WEST 20 RODS, THENCE NORTH 57 FEET TO THE PLACE OF BEGINNING.

PARCEL III: (01-017-0020)

PART OF LOT 5, BLOCK 19, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH: BEGINNING AT A POINT 40 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT; AND RUNNING THENCE SOUTH 35 FEET, THENCE EAST 20 RODS, THENCE NORTH 35 FEET, THENCE WEST 20 RODS TO THE PLACE OF BEGINNING.

PARCEL IV: (01-017-0021)

PART OF LOT 5, BLOCK 19, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT, AND RUNNING THENCE EAST 255 FEET, THENCE SOUTH 40 FEET, THENCE WEST 255 FEET, THENCE NORTH 40 FEET TO THE PLACE OF BEGINNING.

PARCEL V: (01-017-0022)

PART OF LOT 5, BLOCK 19, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH: BEGINNING AT A POINT 255 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 5; AND RUNNING THENCE SOUTH 40 FEET, THENCE EAST OF 75 FEET TO THE EAST LINE OF SAID LOT 5; THENCE NORTH 40 FEET, THENCE WEST 75 FEET TO THE PLACE OF BEGINNING.

EXHIBIT A – CON'T

(Legal Description of State Parking Property)

PARCEL VI: (01-017-0030)

PART OF LOT 6, BLOCK 19, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH: BEGINNING AT A POINT 74 FEET WEST FROM THE NORTHEAST CORNER OF SAID LOT 6, RUNNING THENCE WEST 45.5 FEET TO A POINT 214 FEET EAST FROM THE NORTHWEST CORNER OF SAID LOT 6; THENCE SOUTH 132 FEET; THENCE EAST 45.5 FEET TO A POINT SOUTH OF BEGINNING; THENCE NORTH 132 FEET TO THE PLACE OF BEGINNING. SUBJECT TO AND TOGETHER WITH THE RIGHTS OF CERTAIN OTHERS IN THAT CERTAIN PARTY WALL AGREEMENT RECORDED IN BOOK "H" OF LEASES, AT PAGE 335, RECORDS OF WEBER COUNTY, UTAH

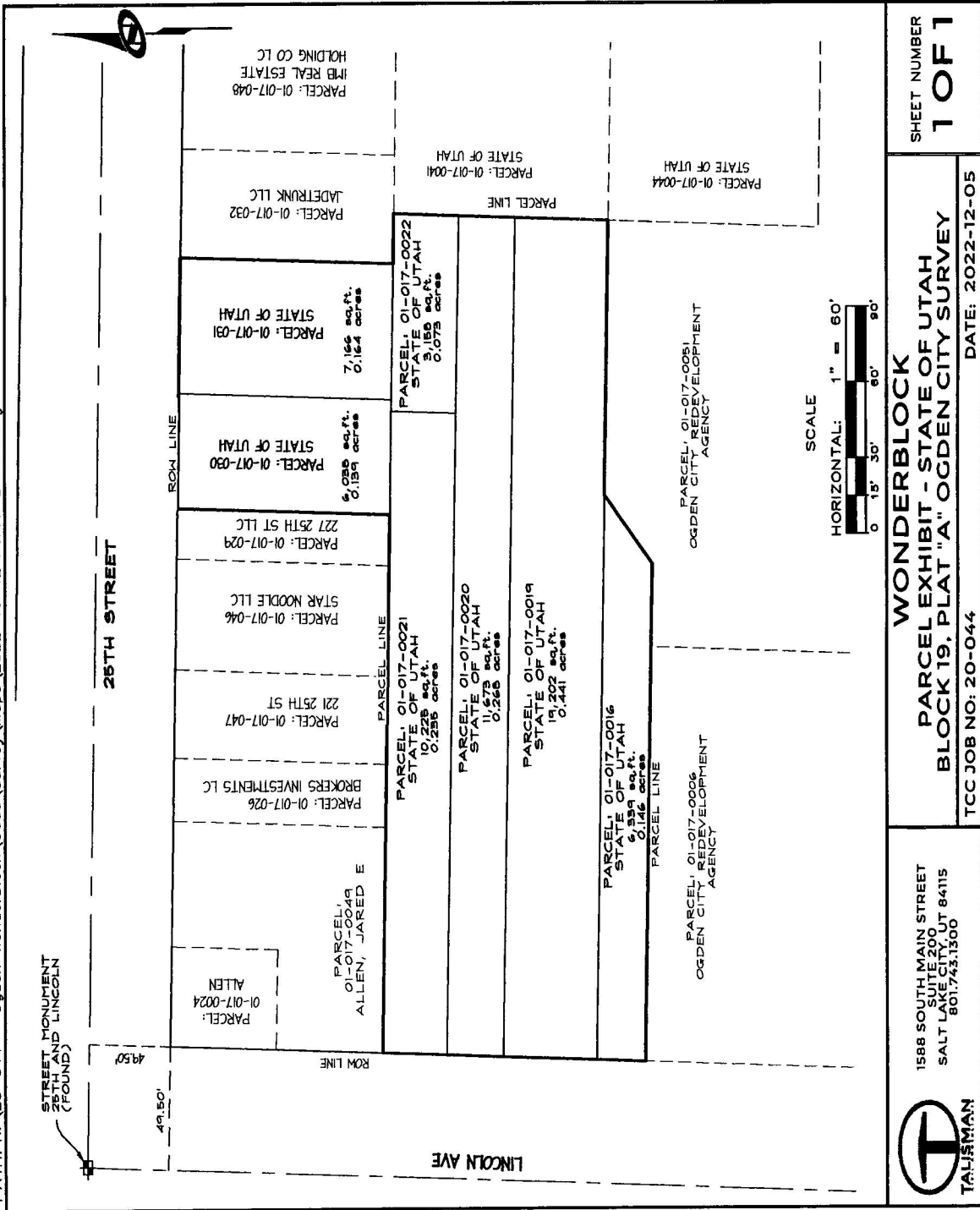
PARCEL VII: (01-017-0031)

PART OF LOT 6, BLOCK 19, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH: BEGINNING AT A POINT 20 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 6; AND RUNNING THENCE WEST 54 FEET, THENCE SOUTH 8 RODS TO THE SOUTH LINE OF SAID LOT 6; THENCE EAST 54 FEET, THENCE NORTH 8 RODS TO THE PLACE OF BEGINNING.

EXHIBIT A - CON'T

(State Parking - County Map)

DATE: 12/5/2022 8:12 AM
 PATH: N:\20-044 - Ogden WonderBlock\Cadd\Survey\Maps\2022-10-12 Parcel Exhibit.dwg



WONDERBLOCK

PARCEL EXHIBIT - STATE OF UTAH

BLOCK 19, PLAT "A" OGDEN CITY SURVEY

TCC JOB NO: 20-044

DATE: 2022-12-05

SHEET NUMBER
1 OF 1

1588 SOUTH MAIN STREET
SALT LAKE CITY, UT 84115
801.743.1300

EXHIBIT B

to

Perpetual Parking and Reciprocal Access Road Easement Agreement

(Legal Description – Agency Property)

PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 6 NORTH, RANGE 1 WEST, AND THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS. THE BASIS OF BEARING FOR SUBJECT PROPERTY IS SOUTH 88D41'06"EAST 765.79 FEET, MEASURED BETWEEN THE CENTERLINE AT THE INTERSECTION OF LINCOLN AVENUE AND 25TH STREET, AND THE CENTERLINE MONUMENT AT THE INTERSECTION OF GRANT AVENUE AND 25TH STREET. BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF GRANT AVENUE, SAID POINT BEING SOUTH 01D17'25" WEST 561.48 FEET ALONG THE CENTERLINE OF GRANT AVENUE AND NORTH 88D42'35" WEST 49.50 FEET FROM THE CENTERLINE MONUMENT AT THE INTERSECTION OF GRANT AVENUE AND 25TH STREET; THENCE SOUTH 01D17'25" WEST 151.36 FEET ALONG SAID GRANT AVENUE, TO A POINT ON THE NORTHERN LINE OF 26TH STREET; THENCE ALONG SAID NORTHERN RIGHT OF WAY NORTH 88D42'03" WEST 667.61 FEET, TO THE EASTERN RIGHT OF WAY LINE OF LINCOLN AVENUE; THENCE ALONG SAID EASTERN RIGHT OF WAY NORTH 01D21'23" EAST 368.13 FEET; THENCE [SOUTH 88D41'29" EAST] 197.97 FEET; THENCE NORTH 42D58'23"EAST 40.16 FEET; THENCE SOUTH 88D41'29" EAST 108.91 FEET; THENCE SOUTH 01D19'24" WEST 117.32 FEET; THENCE NORTH 88D38'36" WEST 88.12 FEET; THENCE SOUTH 01D21'24" WEST 34.38 FEET; THENCE SOUTH 88D38'36" EAST 20.00 FEET; THENCE SOUTH 01D21'24" WEST 109.79 FEET; THENCE SOUTH 88D38'36" EAST 286.41 FEET; THENCE SOUTH 01D21'24" WEST 19.92 FEET; THENCE SOUTH 88D38'36" EAST 16.01 FEET; THENCE SOUTH 01D21'24" WEST 5.42 FEET; THENCE SOUTH 88D38'36" EAST 33.66 FEET; THENCE NORTH 01D21'24" EAST 40.37 FEET; THENCE [SOUTH 88D42'03" EAST] 65.84 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF GRANT AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING.

CONTAINS 161,345 SQUARE FEET OR 3.704 ACRES

(EXCLUDES THE EAST PARKING GARAGE PROPERTY WHICH CONTAINS 46,667 SQUARE FEET OR 1.071 ACRES)

EXHIBIT B – CON'T
(Agency Property Map)

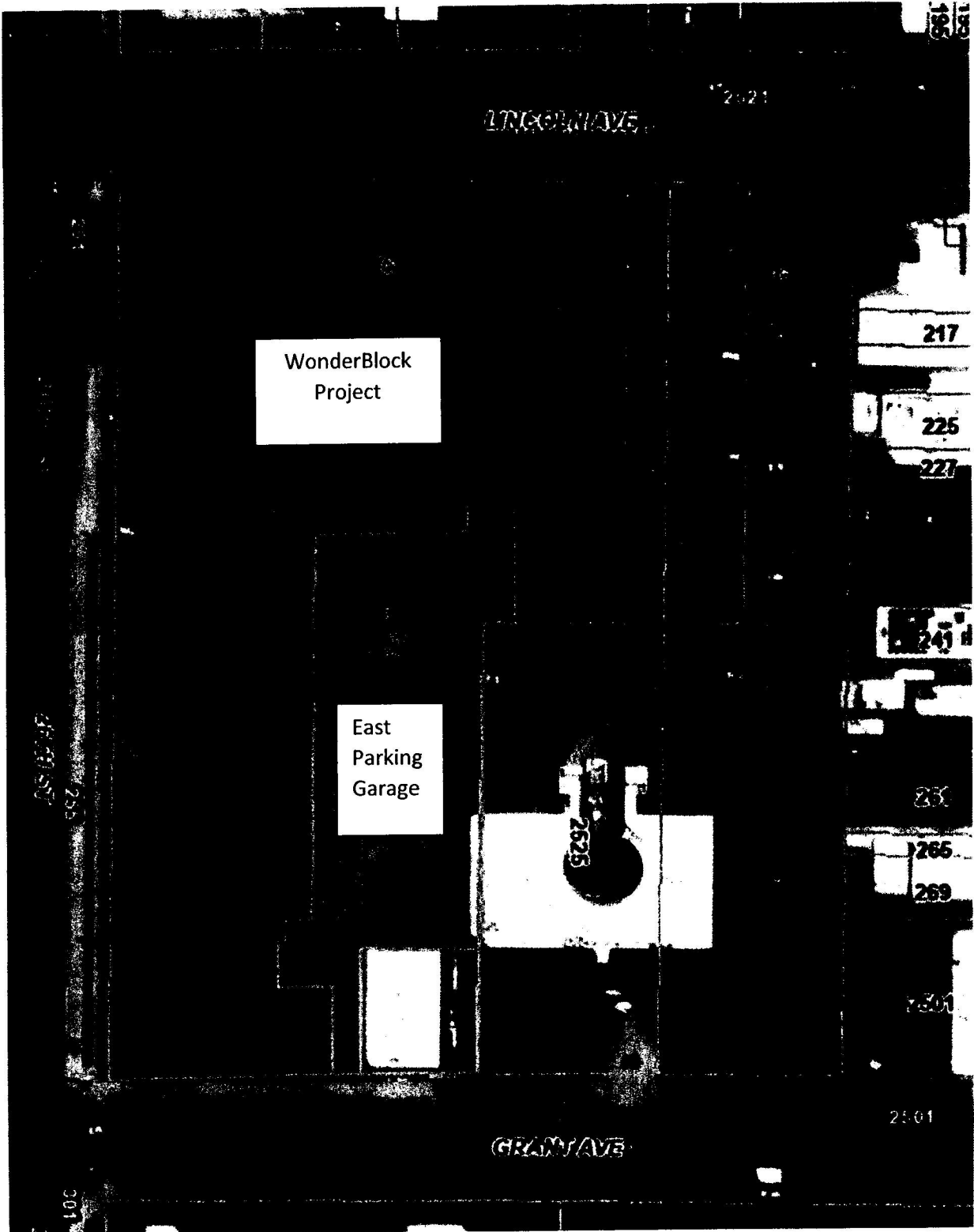


EXHIBIT C
to
Perpetual Parking and Reciprocal Access Road Easement Agreement
(WonderBlock)

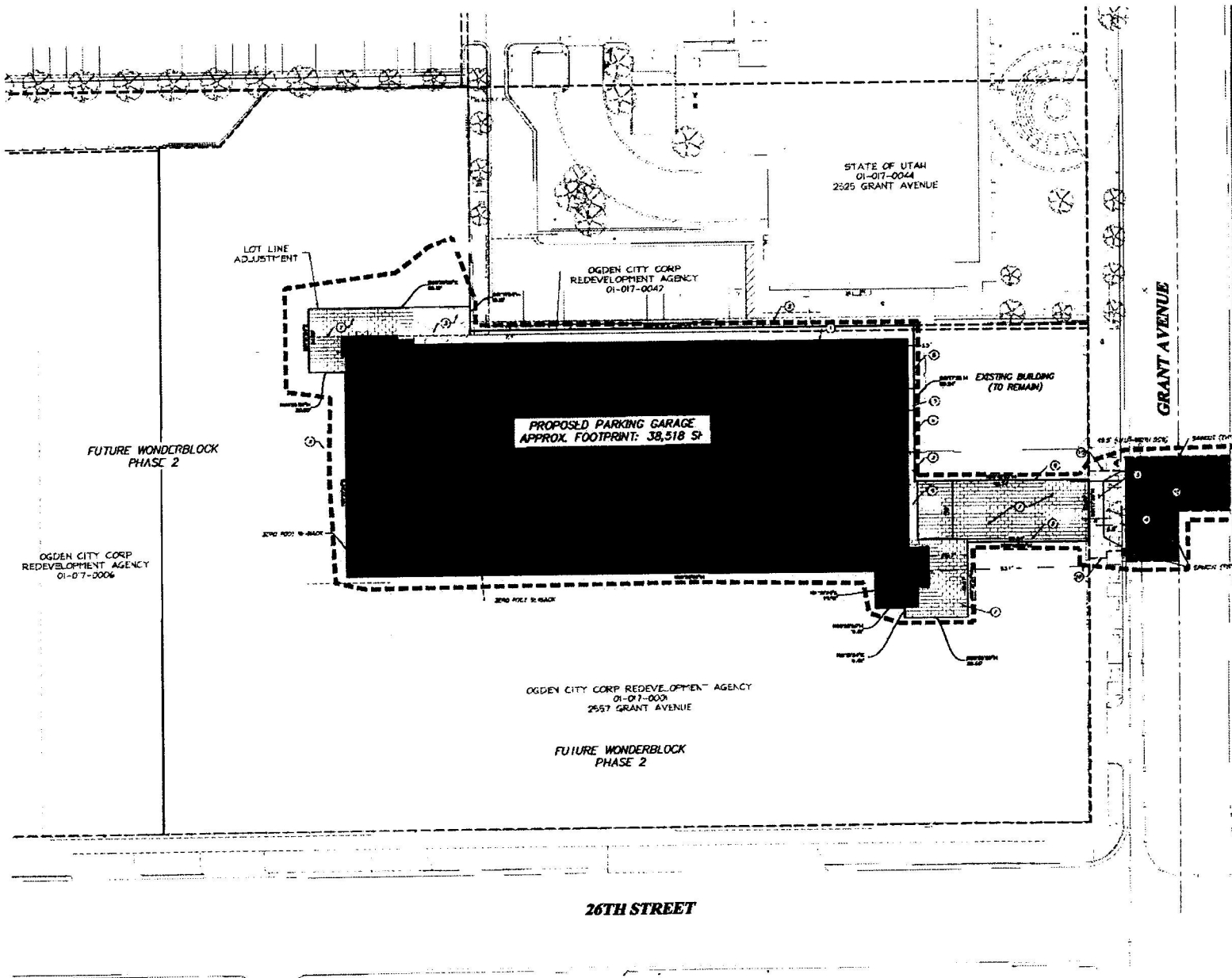


EXHIBIT D

to
Perpetual Parking and Reciprocal Access Road Easement Agreement

(Legal Description of East Parking Garage Property)

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 6 NORTH, RANGE 1 WEST, AND THE NORTHEAST QUARTER OF SECTION 32M TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

THE BASIS OF BEARING FOR SUBJECT PROPERTY IS S88°41'06"E 765.79 FEET, MEASURED BETWEEN THE CENTERLINE MONUMENT AT THE INTERSECTION OF LINCOLN AVENUE AND 25TH STREET, AND THE CENTERLINE MONUMENT AT THE INTERSECTION OF GRANT AVENUE AND 25TH STREET.

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF GRANT AVENUE, SAID POINT BEING S01°17'25"W 528.48 FEET ALONG THE CENTERLINE OF GRANT AVENUE AND N88°42'35"W 49.50 FEET FROM THE CENTERLINE MONUMENT AT THE INTERSECTION OF GRANT AVENUE AND 25TH STREET; THENCE S01°17'25"W 33.00 FEET ALONG SAID GRANT AVENUE, THENCE N88°42'03"W 65.84 FEET; THENCE S01°21'24"W 40.37 FEET; THENCE N88°38'36"W 33.66 FEET; THENCE N01°21'24"E 5.42 FEET; THENCE N88°38'36"W 16.01 FEET; THENCE N01°21'24"E 19.92 FEET; THENCE N88°38'36"W 286.41 FEET; THENCE N01°21'24"E 109.79 FEET; THENCE N88°38'36"W 20.00 FEET; THENCE N01°21'24"E 34.38 FEET; THENCE S88°38'36"E 88.12 FEET; THENCE S1°19'24"W 13.13 FEET; THENCE S88°41'41"E 239.91 FEET; THENCE S1°17'25"W 83.24 FEET; THENCE S88°42'03"E 93.74 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF GRANT AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING.

CONTAINS 46,667 S.F. OR 1.071AC.

EXHIBIT E
DISTRICT COURTHOUSE PROPERTY

ALL OF LOT 8, BLOCK 19, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH.

Parcel No. 01-017-0041

ALL OF LOT 9, BLOCK 19, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH. EXCEPTING THE SOUTH 2.25 FEET OF LOT 9, BLOCK 19, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH. SUBJECT TO A RIGHT OF WAY OVER THE FOLLOWING: PART OF LOT 9, BLOCK 19, PLAT A, OGDEN CITY SURVEY, IN OGDEN CITY, WEBER COUNTY, STATE OF UTAH, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 7.25 FEET NORTH 0D58' EAST FROM THE SOUTHEAST CORNER OF SAID LOT 9, SAID POINT BEING SOUTH 0D58' WEST 440.29 FEET AND NORTH 89D02' WEST 49.5 FEET FROM THE MONUMENT AT THE CENTERLINE INTERSECTION OF 25TH STREET AND GRANT AVENUE AND RUNNING THENCE SOUTH 0D58' WEST 5.0 FEET, THENCE NORTH 89D02' WEST 333.50 FEET, THENCE NORTH 0D58' EAST 5.0 FEET, THENCE SOUTH 89D02' EAST 333.50 FEET TO THE POINT OF BEGINNING. (BOOK 1688 PAGE 2595)

Parcel No. 01-017-0041

EXHIBIT F
to
Perpetual Parking and Reciprocal Access Road Easement Agreement
(30-Foot Access Drawing)

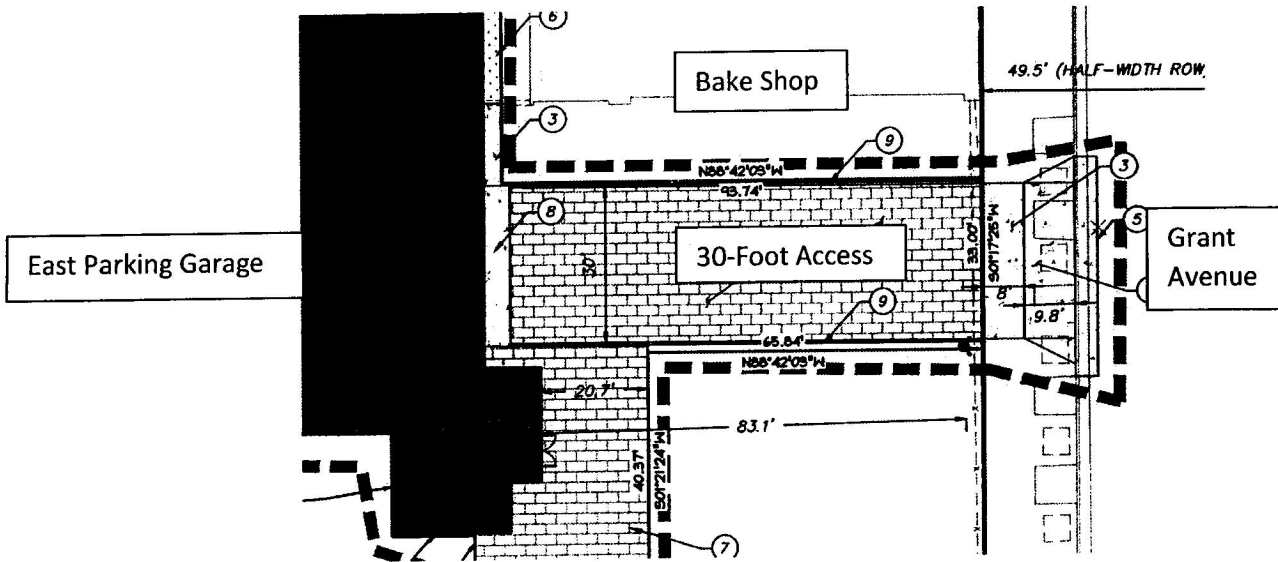


EXHIBIT G
to
Perpetual Parking and Reciprocal Access Road Easement Agreement
(Temporary Parking Exhibit)

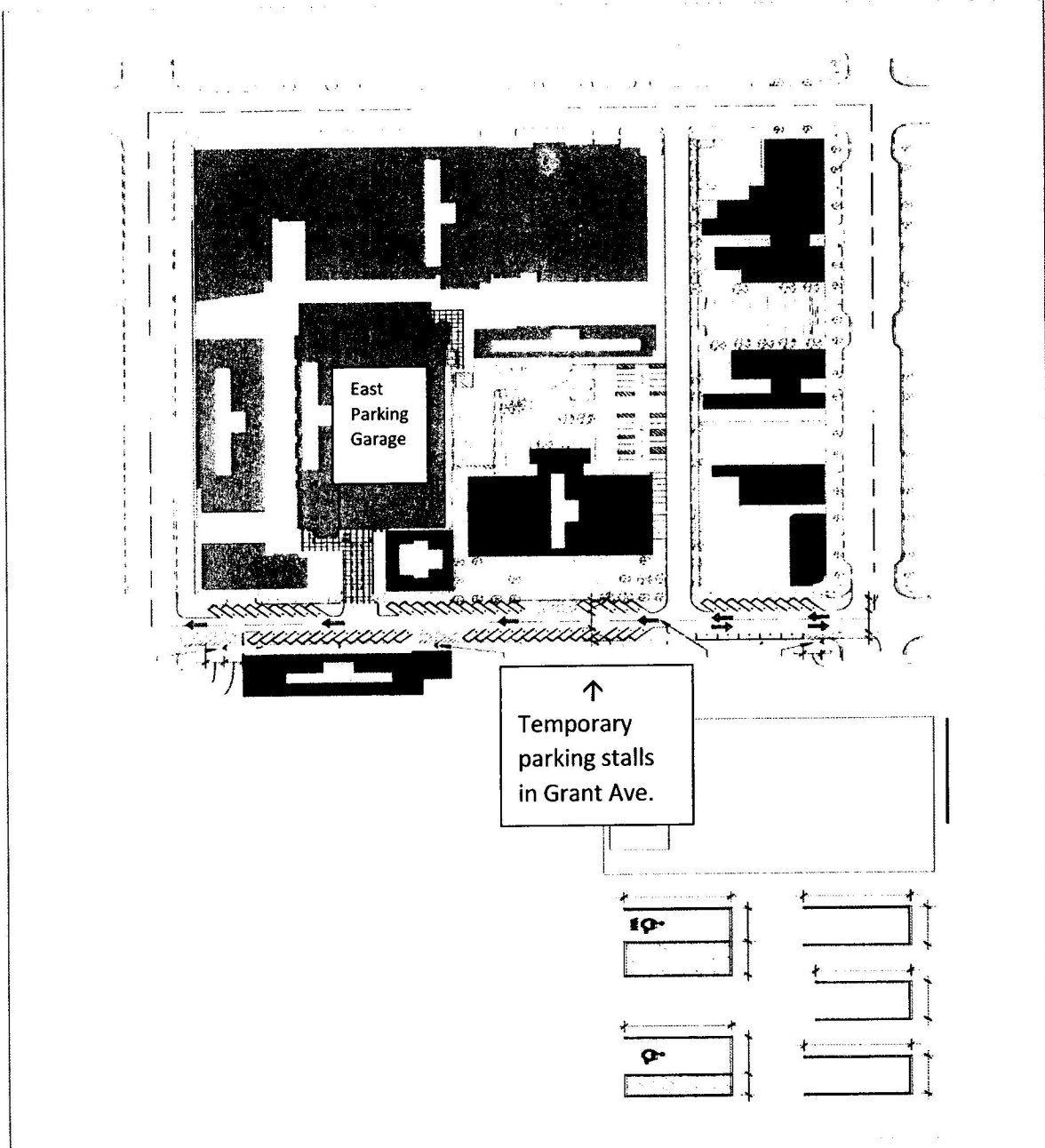


EXHIBIT H

to

Perpetual Parking and Reciprocal Access Road Easement Agreement

(Private Road Legal Description)

THE BASIS OF BEARING FOR THIS EASEMENT IS SOUTH 88°41'06" EAST 765.79 FEET MEASURED BETWEEN THE FOUND STREET MONUMENTS LOCATED AT 25TH & LINCOLN AVE., AND 25TH & GRANT AVE., OGDEN CITY SURVEY, BLOCK 19, PLAT "A".

BEGINNING AT A POINT WHICH IS ON THE EASTERLY RIGHT OF WAY LINE OF LINCOLN AVE., SAID POINT BEING SOUTH 1°21'23" WEST 189.53 FEET ALONG THE CENTERLINE LINCOLN AVE. AND SOUTH 88°38'37" EAST 49.50 FEET FROM THE MONUMENT AT LINCOLN AVE & 25TH STREET. OGDEN CITY SURVEY, BLOCK 19, PLAT "A", SAID POINT ALSO BEING SOUTH 1°21'23" WEST 140.06 FEET FROM THE NORTHWEST CORNER OF, BLOCK 19, PLAT "A". OGDEN CITY SURVEY. AND RUNNING THENCE SOUTH 88°41'24" EAST 667.0 FEET, TO THE WESTERLY RIGHT OF WAY LINE OF GRANT AVE; THENCE ALONG SAID WESTERLY ROW LINE, SOUTH 1°17'25" WEST 27.00 FEET; THENCE NORTH 88°41'24" WEST 667.04 FEET, TO THE EASTERLY RIGHT OF WAY LINE OF LINCOLN AVE; THENCE ALONG SAID EASTERLY ROW LINE NORTH 1°21'23" EAST 27.00 FEET TO THE POINT OF BEGINNING.

THE PRIVATE ROAD IS LOCATED IN A PORTION OF PARCELS: 01-017-0021, 01-017-0022, AND 01-017-0041.

CONTAINING 18,010 S.F. OR 0.4135 ACRES

EXHIBIT I
to
Perpetual Parking and Reciprocal Access Road Easement Agreement
(Private Road Map)

