



W2969786

TAX NOTICE TO:

40 1464 EAST RIDGELINE DR, #200
OGDEN, UTAH 84405

E# 2969786 PG 1 OF 1
Leann H. Kilts, WEBER COUNTY RECORDER
14-Mar-19 0121 PM FEE \$10.00 DEP DAC
REC FOR: MOUNTAIN VIEW TITLE - OGDEN
ELECTRONICALLY RECORDED

WARRANTY DEED

100318

Joan F. K. Anderson, Trustee under the Joan F. K. Anderson Trust, dated May 16, 2002, hereinafter referred to as Grantor, does hereby grant, convey and warrant, as the Grantor to:

Brent A. Dopp

hereinafter referred to as Grantee, for the sum of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, all of the fee simple estate and interest of the Grantor, in and to the following described real property located in Morgan County, State of Utah, more particularly described as follows:

An undivided 1/2 interest in the following:

All of Lot 3, Copyak Subdivision, Weber County, Utah,
according to the official plat thereof.

Tax Parcel Number 22-098-0003

Under oath, the undersigned executed this deed under the powers and authorities, conveyed to the same as Trustee of the stated Trust. Conveyance is made subject to any easements, restrictions, right of ways by deed or by prescription and taxes for year 2019. Conveyance is made together with any and all water rights appurtenant to the subject property, including but not limited to decreed, leased or contracted water.

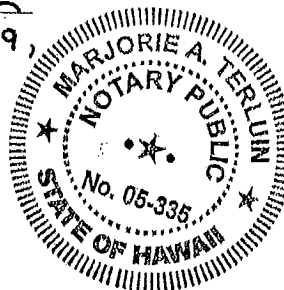
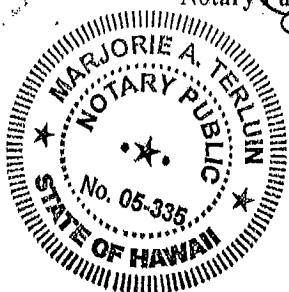
Joan F. K. Anderson TTE
Joan F. K. Anderson, Trustee under the
Joan F. K. Anderson Trust, dated May 16, 2002

3/11/19
Date

State of Hawaii
County of maui

On this the 11 day of March 2019, personally appeared before me, Joan F. K. Anderson, Trustee under the Joan F. K. Anderson Trust, dated May 16, 2002, the signer of this document who duly acknowledged to me that this document was signed by the same in the capacity stated and who further warranted that the document was signed under the power and authority granted to the same in the stated "Trust".

Marjorie A. Terlun
Notary Public comm exp: May 29, 2021



NOTARY PUBLIC CERTIFICATION
Marjorie A. Terlun Second Circuit

Doc. Description: Warranty Deed

No. of Pages: 1 Date of Doc. 3-11-19

Marjorie A. Terlun 3-11-19
Notary Signature Date



W2969787

TAX NOTICE TO:

46 1464 EAST RIDGEWAY DR. # 200
OGDEN, UTAH 84405

E# 2969787 PG 1 OF 1
Leann H. Kilts, WEBER COUNTY RECORDER
14-Mar-19 01:21 PM FEE \$10.00 DEP DAC
REC FOR: MOUNTAIN VIEW TITLE - OGDEN
ELECTRONICALLY RECORDED

WARRANTY DEED

146319

Richard Evan Riemenschneider, hereinafter referred to as Grantor, does hereby grant, convey and warrant, as the Grantor to:

Brent A. Dopp

hereinafter referred to as Grantee, for the sum of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, all of the fee simple estate and interest of the Grantor, in and to the following described real property located in Morgan County, State of Utah, more particularly described as follows:

An undivided 1/2 interest in the following:

All of Lot 3, Copyak Subdivision, Weber County, Utah,
according to the official plat thereof.

Tax Parcel Number 22-098-0003

Under oath, the undersigned executed this deed under the powers and authorities, conveyed to the same as Trustee of the stated Trust. Conveyance is made subject to any easements, restrictions, right of ways by deed or by prescription and taxes for year 2019. Conveyance is made together with any and all water rights appurtenant to the subject property, including but not limited to decreed, leased or contracted water.

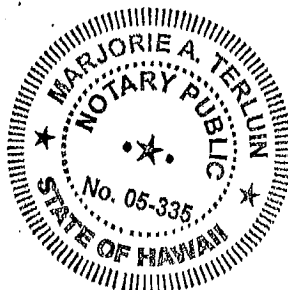
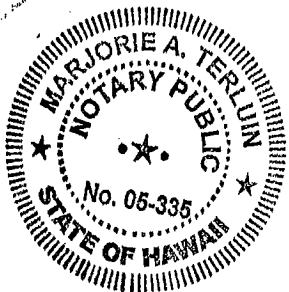
Richard Evan Riemenschneider
Richard Evan Riemenschneider

3-11-19
Date

State of Hawaii
County of maui

On this the 11 day of March 2019, personally appeared before me, Richard Evan Riemenschneider, the signer of this document who duly acknowledged to me that this document was signed by the same.

Marjorie A. Terlun
Notary Public comm exp: May 29, 2021



NOTARY PUBLIC CERTIFICATION
Marjorie A. Terlun Second Circuit
Doc. Description: Warranty Deed
No. of Pages: 1 Date: 3/11/19
Marjorie A. Terlun 3-11-19
Notary Signature Date



W2972924

When recorded return to:

5025 ADAMS AVENUE

OGDEN, UTAH 84403

166318

E# 2972924 PG 1 OF 6
Leann H. Kilts, WEBER COUNTY RECORDER
03-Apr-19 10:21 AM FEE \$20.00 DEP TN
REC FOR: MOUNTAIN VIEW TITLE - OGDEN
ELECTRONICALLY RECORDED

**PARTIAL TERMINATION OF
JOINT US--LIMITED PRIVATE ACCESS
RIGHT OF WAY**

The records of the Weber County Recorder of the State of Utah, reflect the existence of a Fifty, (50.00), foot, Joint Use Limited Private Access Right of Way, hereinafter the "ROW", which burdens and benefits various real properties located in Weber County, State of Utah. The undersigned, as the Owners, of the real properties which are burdened and benefited by the "ROW", enter into this agreement for the purposes stated herein:

RECITALS:

1. B & H Investment Properties, LLC, a Utah Limited Liability Company, is the owner of real property located in Weber County, Utah, which is described as Lot 1, Lakeview Business Center Subdivision, Weber County, Utah, according to the official plat thereof. (22-286-0001)
2. Froerer Family Investment, LLC, a Utah Limited Liability Company, who holds title as Froerer Family Investments, LLC, Series Eden Office, a Utah Limited Liability Company is the owner of real property located in Weber County, Utah, which is described as Lot 2, Lakeview Business Center Subdivision, Weber County, Utah, according to the official plat thereof. (22-286-0002)
3. Peak Plaza, LLC, a Utah Limited Liability Company, is the owner of real property located in Weber County, Utah, which is described as Lot 2, Copyak Subdivision, Weber County, Utah, according to the official plat thereof. (22-098-0002)
4. Brent A. Dopp, is the owner of Lot 3, Copyak Subdivision, Weber County, Utah, according to the official plat thereof. (22-098-0003)
5. For purposes of clarification and as referenced herein, the parties described in the Recitals, Items 1, 2, 3 and 4 are collectively referred to as "Owners".
6. The owner of Lot 3, will not require the use of the "ROW" and desires that Lot 3 be released from the burdens and benefits of said "ROW".

7. In consideration for the release of Lot 3 from the burdens and benefits of the "ROW", the owner of Lot 3, agrees to terminate any and all of its right title and interest in and to the "ROW" which exists over and across all other real property which is burdened and benefited by the "ROW".

8. "Owners" feel that it is in the best interests of all "Owners", that Lot 3, Copyak Subdivision, be released from the burdens and benefits of the "ROW", including but not limited to ingress, egress, on, over or across the "ROW" and any responsibility to maintain or participate in the maintenance of the "ROW", in consideration of the rights of the Owner of Lot 3 in and to the "ROW" as it exists on the real property owned by the other parties to this agreement.

WARRANTS & TERMINATION OF RIGHT OF WAY

"Owners, in accordance with the Recitals stated herein and as the "Owners" of the real property described herein, state, stipulate, agree and warrant that it is in the best interests of the "Owners" that a portion of the "ROW" referenced to herein, be terminated in accordance with the following terms, conditions, warrants and agreements:

1. All of Lot 3, Copyak Subdivision, Weber County, Utah, according to the official plat thereof, is released from any and all burdens and benefits of the "ROW".
2. Pursuant to such release, the individual owner or owners of Lot 3, Copyak Subdivision are released from any obligations, including financial obligations, to participate in the maintenance of the "ROW".
3. The owner of Lot 3, Copyak Subdivision understand, stipulate, agree and warrant that upon the recordation of this agreement that the owner of Lot 3, its, guests, employees, invitees and assigns of said Lot 3 Copyak Subdivision, will be prohibited from using the "ROW", which remains, on, over and across the real property owned by the other parties to this agreement and none of the property owned by the other property owners identified herein will be used by the Owner of Lot 3, its guests, employees, invitees and assigns for parking or storage.
4. Remaining "Owners" will be entitled to the use of the "ROW" as originally agreed and that said "ROW" will burden and benefit Lot 2, Copyak Subdivision, Weber County, Utah and that portion of Lot 1 and all of Lot 2 Lakeview Business Center Subdivision, as shown on the records of the Weber County Recorder of the State of Utah.

B & H Investment Properties, LLC, a Utah Limited Liability Company

by: Kevin E. Deppel 4/1/19
Kevin E. Deppel--Manager Date

by: Steven L. Fenton 4/1/19
Steven L. Fenton--Manager Date

Froerer Family Investment, LLC, a Utah Limited Liability Company, who holds title as
Froerer Family Investments, LLC, Series Eden Office,
a Utah Limited Liability Company

by: Gage H. Froerer 3/27/19
Gage H. Froerer--Manager Date

Peak Plaza, LLC, a Utah Limited Liability Company

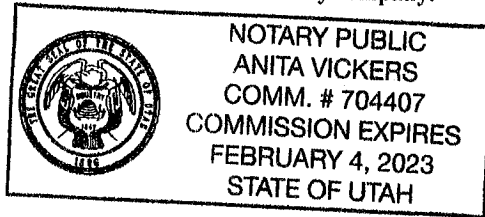
by: John P. Mortensen 3/28/19
John P. Mortensen--Manager Date

Brent A. Dopp 3/29/19
Brent A. Dopp Date

State of Utah
County of Salt Lake

On this the 1st April day of March 2019, appeared before me, Kevin E. Deppe, the signer of this document, in the capacity of Manager of B & H Investment Properties, LLC, a Utah Limited Liability Company, who duly acknowledged to me that this document was executed by the same, in the capacity stated and in accordance with the terms and conditions of the operating agreement of the stated limited liability company.

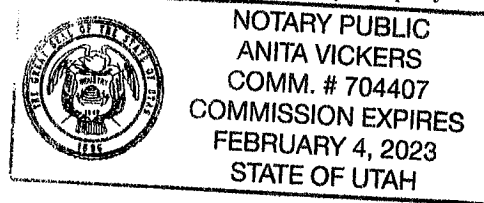
Anita Vickers
Notary Public



State of Utah
County of Salt Lake

On this the 1st April day of March 2019, appeared before me, Steven L. Fenton, the signer of this document, in the capacity of Manager of B & H Investment Properties, LLC, a Utah Limited Liability Company, who duly acknowledged to me that this document was executed by the same, in the capacity stated and in accordance with the terms and conditions of the operating agreement of the stated limited liability company.

Anita Vickers
Notary Public



State of Utah
County of Weber

On this the 27 day of March 2019, appeared before me, Gage H. Froerer, the signer of this document, in the capacity of Manager of Froerer Family Investment, LLC, a Utah Limited Liability Company who holds title to the real property as Froerer Family Investments, LLC, Series Eden Office, a Utah Limited Liability Company, who duly acknowledged to me that this document was executed by the same, in the capacity stated and in accordance with the terms and conditions of the operating agreement of the stated limited liability company.

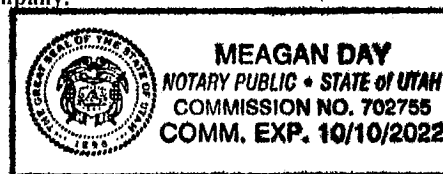
Stacy Skeen
Notary Public



State of Utah
County of Weber

On this the 28th day of March 2019, appeared before me, John P. Mortensen, the signer of this document, in the capacity of Manager of Peak Plaza, LLC, a Utah Limited Liability Company, who duly acknowledged to me that this document was executed by the same, in the capacity stated and in accordance with the terms and conditions of the operating agreement of the stated limited liability company.

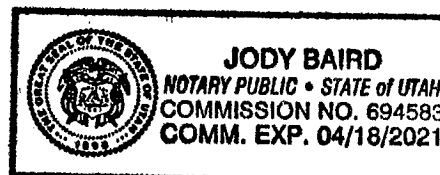
Meagan Day
Notary Public



State of Utah
County of Weber

On this the 26 day of March 2019, appeared before me, Brent A. Dopp, the signer of this document, who duly acknowledged to me that this document was executed by the same.

Jody Baird
Notary Public



PART OF THE N.W. 1/4 OF SEC. 34, T.7N., R.1E., S.L.B. & M.
COPYAK SUBDIVISION

IN WEBER COUNTY

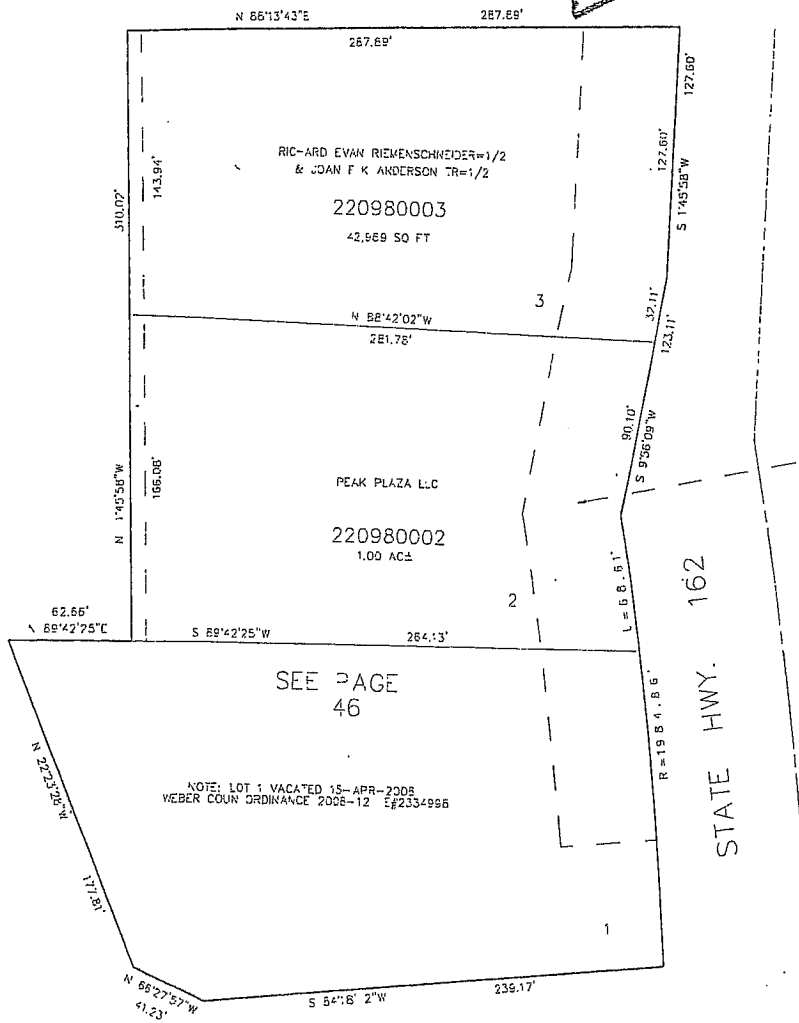
TAXING UNIT: 28

SCALE 1"=50'

SEE PAGE 46



SEE PAGE 46



50' WIDE JOINT USE, LIMITED PRIVATE ACCESS RIGHT-OF-WAY

SEE PAGE 46

7' DRAINAGE & UTILITY EASEMENT AS SHOWN BY DASHED LINES EXCEPT AS OTHERWISE SHOWN.

FOR COMPLETE ENG. DATA SEE ORIGINAL DEDICATION PLAT IN BOOK 29, PAGE 57 OF RECORDS.

NOTE: LOT 1 VACATED 15-APR-2008 WEBER COUN ORDINANCE 2008-12 E#2334995

NOTICE THIS IS NEITHER A PLAT NOR A SURVEY. IT IS FURNISHED MERELY AS A CONVENIENCE TO AID YOU IN LOCATING THE LAND INDICATED HEREON WITH REFERENCE TO STREETS AND OTHER LAND NO LIABILITY IS ASSUMED BY REASON OF ANY RELIANCE HEREON.

PART OF THE NW.1/4, OF SECTION 34, T.7N., R.1E., S.L.B. & M.
LAKEVIEW BUSINESS CENTER SUBDIVISION

286

TAXING UNIT: 28

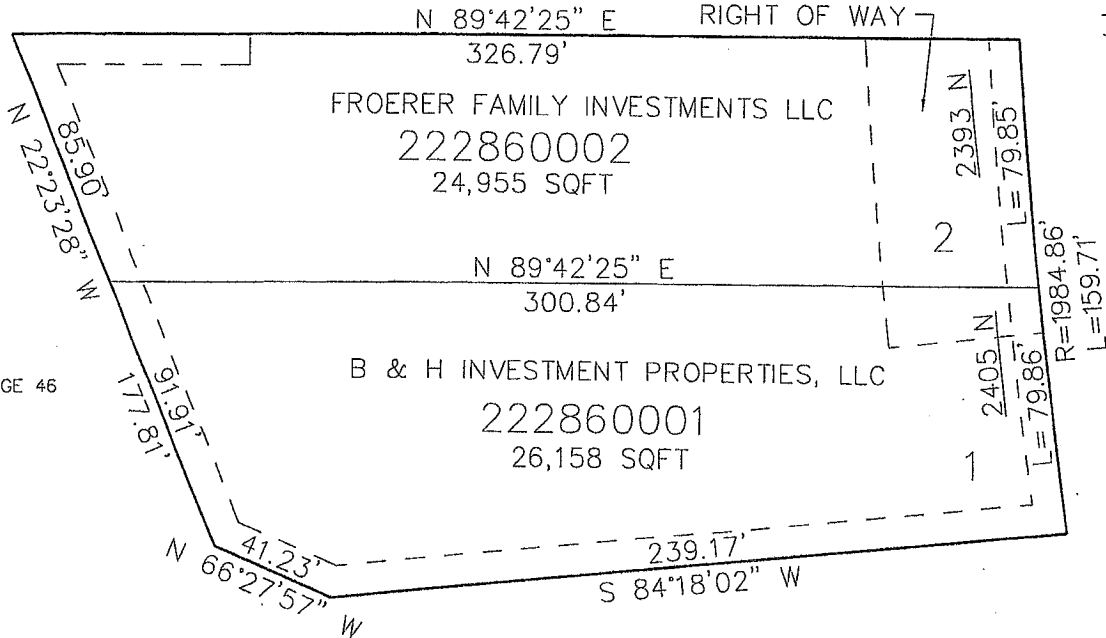
IN WEBER COUNTY
SCALE 1" = 30'

SEE PAGE 98

50' WIDE JOINT USE
LIMITED PRIVATE ACCESS
RIGHT OF WAY

STATE HIGHWAY SR-158

SEE PAGE 46



SEE PAGE 46

SEE PAGE 46

10' UTILITY & DRAINAGE EASEMENTS EACH
SIDE OF PROPERTY LINES AS INDICATED
BY DASHED LINES EXCEPT AS OTHERWISE
SHOWN.

FOR COMPLETE ENG DATA SEE
ORIGINAL DEDICATION PLAT IN
BOOK 66, PAGE 79 OF RECORDS.



W2972925

TAX NOTICE TO:

5025 ADAMS AVENUE
OGDEN, UTAH 84403

E# 2972925 PG 1 OF 1
Leann H. Kilts, WEBER COUNTY RECORDER
03-Apr-19 10:21 AM FEE \$10.00 DEP DA
REC FOR: MOUNTAIN VIEW TITLE - OGDEN
ELECTRONICALLY RECORDED

WARRANTY DEED

166318

Brent A. Dopp, hereinafter referred to as Grantor, does hereby grant, convey and warrant, as the Grantor to:

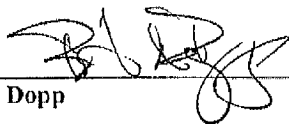
GoldenWest Federal Credit Union, a Utah Non-Profit Corporation

hereinafter referred to as Grantee, for the sum of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, all of the fee simple estate and interest of the Grantor, in and to the following described real property located in **Weber County, State of Utah**, more particularly described as follows:

**All of Lot 3, Copyak Subdivision, Weber County, Utah,
according to the official plat thereof.**

Tax Parcel Number 22-098-0003

Under oath, the undersigned executed this deed under the powers and authorities, conveyed to the same as Trustee of the stated Trust. Conveyance is made subject to any easements, restrictions, right of ways by deed or by prescription and taxes for year 2019. Conveyance is made together with any and all water rights appurtenant to the subject property, including but not limited to decreed, leased or contracted water.

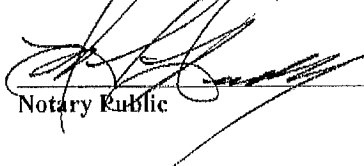


Brent A. Dopp

3/19/19
Date

State of Utah
County of Weber

On this the 19 day of **March** 2019, personally appeared before me, **Brent A. Dopp**, the signer of this document who duly acknowledged to me that this document was signed by the same.



Notary Public



TAX NOTICE TO:

5025 ADAMS AVENUE
OGDEN, UTAH 84405

This document has been recorded electronically. Please see the attached copy to view the County recorder's stamp as it now appears in the public record.
www.mvte.com

Date 04/03/19 Entry 2972925
Submitted by Mountain View Title

WARRANTY DEED

166318

Brent A. Dopp, hereinafter referred to as Grantor, does hereby grant, convey and warrant, as the Grantor to:

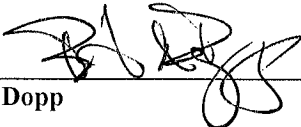
GoldenWest Federal Credit Union, a Utah Non-Profit Corporation

hereinafter referred to as Grantee, for the sum of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, all of the fee simple estate and interest of the Grantor, in and to the following described real property located in Weber County, State of Utah, more particularly described as follows:

All of Lot 3, Copyak Subdivision, Weber County, Utah,
according to the official plat thereof.

Tax Parcel Number 22-098-0003

Under oath, the undersigned executed this deed under the powers and authorities, conveyed to the same as Trustee of the stated Trust. Conveyance is made subject to any easements, restrictions, right of ways by deed or by prescription and taxes for year 2019. Conveyance is made together with any and all water rights appurtenant to the subject property, including but not limited to decreed, leased or contracted water.

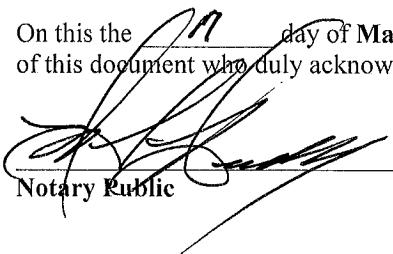


Brent A. Dopp

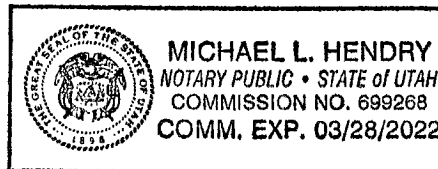
3/19/19
Date

State of Utah
County of Weber

On this the 19 day of **March 2019**, personally appeared before me, **Brent A. Dopp**, the signer of this document who duly acknowledged to me that this document was signed by the same.



Notary Public





W2973668

After recording return to:
Goldenwest Federal Credit Union
5025 South Adams Avenue
Ogden, Utah 84403

E# 2973668 PG 1 OF 14
Leann H. Kilts, WEBER COUNTY RECORDER
08-Apr-19 0127 PM FEE \$36.00 DEP LK
REC FOR: MOUNTAIN VIEW TITLE - OGDEN
ELECTRONICALLY RECORDED

RECORDING COVER SHEET

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
GOLDENWEST FEDERAL CREDIT UNION
AND
KAREN W. SMITH, TRUSTEE OF
KAREN W. SMITH REVOCABLE TRUST UAD 4-25-16**

**WEBER COUNTY, STATE OF UTAH
TAX PARCEL NUMBERS**

**22-098-0003
22-046-0080; 22-046-0086; 22-046-0071**

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is entered into as of this 19th day of March, 2019 (“Effective Date”), by and between Goldenwest Federal Credit Union, a Utah non-profit corporation (“Goldenwest”), having a corporate office of 5025 S. Adams Ave., Ogden, Utah 84403 and the Karen W. Smith, in her capacity as Trustee of the Karen W. Smith Revocable Trust, dated April 25, 2016 (“Smith Trust”, and collectively with Goldenwest, the “Parties”).

RECITALS

- A. The Parties to this Agreement desire to memorialize their understanding for the future development of a certain piece of property, currently owned by the Smith Trust, for the purpose of building a mutually beneficial access road, through direct partnership and cooperation;
- B. Goldenwest has contracted to purchase undeveloped real property located along State Highway 158, located in Eden, Weber County, Utah, known for tax purposes as Parcel 220980003, and more particularly described on Exhibit A (the “Goldenwest Property”);
- C. Goldenwest has signed and entered into a Commercial Real Estate Purchase Contract with the current owner of the Goldenwest Property, with the purchase to be closed and completed on March 12, 2019;
- D. The Smith Trust owns several neighboring properties, located in Eden, Weber County, Utah, known for tax purposes as Parcels 220460080, 220460086, and 220460071, and more particularly described on Exhibit B (the “Smith Trust Property”);
- E. The Smith Trust has previously sold and transferred a portion of Parcel 220460080, as more particularly described on Exhibit B (the “Previously Transferred Property”). The Smith Trust has recently recorded, with the Weber County Recorder, a Quit Claim Deed, dated July 2, 2015, recorded as Entry Number 2971947, finalizing the transfer of the Previously Transferred Property.
- F. With the cooperation of Weber County, Goldenwest and Smith Trust intend to develop and construct a mutually beneficial access road, that will allow ingress and egress to their respective properties (the “Project”);
- G. Subject to the terms and conditions of this Agreement, the Smith Trust will dedicate a portion of Parcel 22-046-0071 of the Smith Trust Property (comprising property with dimensions of approximately 82.2 feet by 60.0 feet) to Weber County, (the “Dedicated Property”), as more particularly shown on Exhibit C (“Road Development Plan”), and Goldenwest will provide the initial funds to cover the cost of construction for the road and in accordance with the Weber County Public Works Standards for Standard Residential / Urban Roadways;

H. Goldenwest and Smith Trust are willing to design and construct the access road shown on the Road Development Plan in a manner that is in harmony with and intended to promote the long-range policies, goals and objectives of the Parties as more fully set forth within the Agreement; and

I. The purpose of this Development Agreement is to memorialize certain agreements and understandings in relation to the funding and construction of the Project.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated as a part of this Agreement by this reference, and the mutual covenants, conditions and terms as more fully set forth below, Goldenwest and Smith Trust agree as follows:

TERMS

1. Effect and Term of Development Agreement. The agreements, terms and conditions contained herein shall remain in force from the Effective Date, until the Parties have completed construction of the Project, and both Parties have fulfilled all of their obligations relating to the Project. The Parties hereby agree to these terms for the purpose of facilitating and streamlining the construction process of the Project.

2. Dedication of Real Property. Smith Trust intends to dedicate and convey title of the Dedicated Property, as shown in the Road Development Plan (and as shown in a Road Development Plan to be prepared as outlined in Paragraph 5(b), below); to Weber County for the purpose of developing a paved access road that creates a public ingress and egress to the bordering Goldenwest and Smith Trust Properties.

3. Financing, Management of Project. Goldenwest agrees as follows:

- a. *Initial Funding.* Upon the Dedication of the Road Development Plan to Weber County, Goldenwest agrees to provide the initial funding for the cost to complete the Project.
- b. *Management.* Goldenwest shall be responsible for the management of the Project, including the employment of professionals required to design and construct the Project, improvements to the property, and obtain any and all necessary governmental approvals and approvals for performance of the Project.

4. Reimbursement. If at any time the Smith Trust, or its beneficiaries, heirs, Trustees, administrators, or assigns (including beneficiaries of the Smith Trust or surviving family members), develops a substantial portion of the remaining Smith Trust Property, or sells or conveys to a third party a substantial portion of the remaining Smith Trust Property, then the Smith Trust, or lawful successor in interest, shall reimburse Goldenwest for fifty percent (50%) of the cost to complete the Project. Notwithstanding the foregoing, any sale or transfer of any easement or right of way on or in the Smith Trust Property to any utility company or service

district, for the use of utilities, including but not limited to power, gas, and water utilities, shall not cause the reimbursement obligation outlined herein to become due. In no event shall the reimbursement obligation under this Paragraph 4 exceed Thirty-Three Thousand and Five Hundred Fifty Dollars (\$33,550). Any existing obligations relating to the Smith Trust Property, including but not limited to that certain Lease with Maverik, Inc., shall not require or result in reimbursement under this Agreement. Upon reimbursement hereunder by the Smith Trust, the Company will record with the county recorder any documents necessary to release all claims hereunder.

- a. *“Develops a Substantial Portion” Defined.* In reference to the term “develops a substantial portion” contained in Paragraph 4, the development of a substantial portion of the Smith Trust Property includes, but is not limited to, the following:
 - i. Construction of any commercial building or structure;
 - ii. Construction of any paved surface, such as road, street, or parking lot; or
 - iii. Removal of more than one (1) acre from Greenbelt tax status, as defined by the Utah Farmland Assessment Act.
- b. *“Sells or Conveys . . . a Substantial Portion” Defined.* In reference to the term “sells or conveys . . . a substantial portion” contained in Paragraph 4, a sale or conveyance of a substantial portion shall include any sale or conveyance of more than one (1) acre of any part of the Smith Trust Property. Alternatively, if Smith Trust makes sales or conveyances of less than one acre, Smith Trust has sold or conveyed a substantial portion once the cumulative land transferred from the Smith Trust Property totals more than one (1) acre.

5. Conditions for the Benefit of the Parties.

- a. *Agreement to Project Design.* Within ninety (90) days following the closing for the purchase of the Goldenwest Property, Goldenwest shall cause a civil engineer to prepare and circulate to both Parties for review a conceptual design for the Project. Within thirty (30) days after the circulation of the design, the Parties may meet and confer, suggest changes to the plans, and confirm in writing their mutual agreement to the final conceptual design for the Project. In the event that parties are unable to reach an agreement on the conceptual design for the Project, Goldenwest shall have final approval for the design, provided that Goldenwest shall act reasonably and in good-faith in any such final approval.
- b. *Agreement to Final Dedication Area Boundary and Legal Description.* The Parties acknowledge that the boundaries of the Road Development Plan found on Exhibit C are approximate and are subject to approval by Weber County. The boundaries may need to be adjusted by mutual agreement of the Parties. Goldenwest shall cause its civil engineer to prepare a legal description for the

final Road Development Plan. Prior to the recording of the area boundary and legal description, the Parties may meet to confirm their mutual agreement to these items.

- c. *Agreement to Final Construction Plans and Specifications.* Following the timely satisfaction of Sections 5a and 5b above, Goldenwest shall cause the civil engineer to prepare the final permitting and construction plans and specifications for the Project. Such final plans and specifications shall be reviewed and approved in writing by both Parties, Weber County, and UDOT and any required permits or approvals for commencement of construction of the Project improvements shall be obtained by Goldenwest. In the event the parties are unable to reach agreement on the Project's final plans and specifications, Goldenwest shall have final approval for the Project's final plans and specifications.
- d. *Construction and Site Availability Schedule.* The Parties shall agree upon a coordinated site availability and construction schedule, including the specific date of commencement for the construction of the Project, a reasonably accurate construction timing schedule for certain milestones, and an estimate for completion of the Project.

6. Authority and Authorization. The parties warrant as follows:

- a. Goldenwest hereby represents and warrants to Smith Trust that the execution and delivery of this Agreement and the performance of the terms hereof, have been duly authorized through proper entity action, and upon full execution of this instrument, this Agreement will be binding on and enforceable against Goldenwest.
- b. Smith Trust hereby represents and warrants to Goldenwest that the execution and delivery of this instrument on the part of Smith Trust have been duly authorized by its Trustee and this Agreement will be binding on and enforceable against the Smith Trust.

7. Notices. All notices, demands and requests (collectively the "notice") required or permitted to be given under this Agreement must be in writing and shall be deemed to have been given as of the date such notices is (i) delivered to the Party intended, or (ii) delivered to the then designated address of the Party intended, or (iii) rejected at the then designated address of the Party intended, provided such notice was sent prepaid. The initial addresses of the Parties shall be:

Goldenwest:

Goldenwest Credit Union
Attn: Kerry Wahlen
5025 So. Adams Ave.
Ogden, Utah 84403

Smith Trust:

Karen W. Smith Revocable Trust
Attn: Karen W. Smith
3045 East 4800 North
Liberty, UT 84310

The Parties acknowledge that the timeline of this Agreement may extend many years into the future. It is likely that either (a) the initial officers or agents responsible the negotiation will not be involved in the actual construction development of the Project, or (b) the office addresses listed above may change in the interim time. Once Goldenwest is ready to begin development on the Property, the Parties shall exchange up-to-date delivery contacts for their respective organizations. Subsequent changes to contact information must be provided to other party within 10 working days of change

8. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

9. Assignment. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without the prior written consent of the other party.

10. Governing Law and Entire Agreement. This Agreement is governed by the laws of Utah. This instrument and its attachments contain the entire Agreement between the Parties. There are no promises, terms, conditions, or obligations other than those contained therein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

11. Interpretation. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement has been negotiated by and between attorneys for the Parties and shall not be construed against the "drafter" of the Agreement.

12. No Waiver. The failure of either Party to insist upon strict performance of any of the terms or conditions herein shall not be deemed a waiver of any rights or remedies which that Party may have hereunder, at law or in equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

13. Amendments. No amendment, waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. Furthermore, no evidence of any waiver or

modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. The provisions of this paragraph may not be waived except as herein set forth.

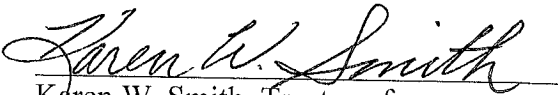
14. No Third Party Beneficiary. No term or provision of this Agreement is intended to, or shall be, for the benefit of any person not a party hereto and no such person shall have any right or cause of action hereunder.

15. Execution of Agreement and Copies. This Agreement may be executed in counterparts, and transmission of any signature may be made by electronic means, including but not limited to fax and/or email. Delivery of a signature through electronic means shall have the same effect as delivery of an original.

[SIGNATURES ON FOLLOWING PAGE]

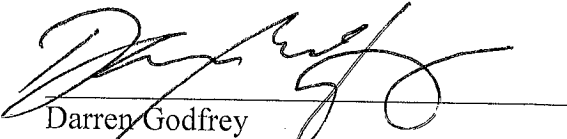
IN WITNESS WHEREOF, the parties have caused this Development Agreement to be executed by their duly authorized officers or agents.

KAREN W. SMITH REVOCABLE TRUST



Karen W. Smith, Trustee of
The Karen W. Smith Revocable Trust
dated April 25, 2016

GOLDENWEST FEDERAL CREDIT UNION



Darren Godfrey
Executive Vice President

Exhibits To Be Attached:

- Exhibit A: Legal Description of Goldenwest Property
- Exhibit B: Legal Description of Smith Trust Property
- Exhibit C: Road Development Plan, Approximation of the Project

STATE OF UTAH)
 :ss
COUNTY OF WEBER)

I certify that Karen W. Smith, Trustee of The Karen W. Smith Revocable Trust dated April 25, 2016, personally appeared before me this day, acknowledging to me she signed the foregoing document.

WITNESS my hand and official seal, this 19th day of March, 2019



Marilynn C. Brady
Notary's Signature
Marilynn C. Brady
Notary's Printed or Typed Name

My commission expires: 03/13/2023

STATE OF UTAH)
 :ss
COUNTY OF WEBER)

I certify that Darren Godfrey, Executive Vice President of Goldenwest Federal Credit Union, personally appeared before me this day, acknowledging to me he signed the foregoing document.

WITNESS my hand and official seal, this 19th day of March, 2019

Cathy Beus
Notary's Signature
Cathy Beus
Notary's Printed or Typed Name

My commission expires: 01-09-2022

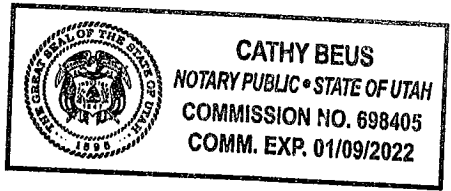


Exhibit A
Legal Description of Goldenwest Property

**GWCU Eden
Golden West Parcel
Parcel 22-098-0003**

February 13, 2019

All of Lot 3, Copyak Subdivision, Weber County, Utah, According to the Official plat thereof.

Exhibit B
Legal Descriptions of Smith Trust Property

GWCU Eden
Karen Smith
Parcel 22-046-0086

February 13, 2019

PART OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS NORTH 89D49'36" WEST 537.04 FEET, SOUTH 01D45'58" EAST 1456.40 FEET AND SOUTH 88D13'43" WEST 122.98 FEET FROM THE NORTHEAST CORNER OF THE SAID NORTHWEST QUARTER AND RUNNING THENCE SOUTH 88D13'43" WEST 164.91 FEET; THENCE NORTH 11D08'59" WEST 535.37 FEET: THENCE NORTH 46D03'29" EAST 60.00 FEET TO THE MOST WESTERLY CORNER OF THE POST OFFICE PARCEL AS MONUMENTED, THENCE SOUTH 43D56'31" EAST ALONG THE SOUTHWEST LINE OF SAID PARCEL 309.40 FEET TO THE MOST SOUTHERLY CORNER THEREOF AS MONUMENTED; THENCE SOUTH 01D45'58" EAST 339.18 FEET TO THE POINT OF BEGINNING.

LESS AND EXEPTING:

PART OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, US SURVEY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT, SAID POINT BEING NORTH 89D35'09" WEST ALONG THE SECTION LINE, 837.49 FEET AND SOUTH 00D24'51" WEST 898.75 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 34, THENCE SOUTH 43D42'04" EAST 261.85 FEET, THENCE SOUTH 01D31'30" EAST 158.50 FEET, THENCE SOUTH 88D30'52" WEST 168.54 FEET, THENCE NORTH 10D54'49" WEST 316.49 FEET, THENCE NORTH 46D17'39" EAST 59.85 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING:

PART OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, US SURVEY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF HIGHWAY 162, SAID POINT BEING NORTH 89D35'09" WEST ALONG THE SECTION LINE, 629.88 FEET AND SOUTH 00D24'51" WEST 892.23 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 34, THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF HIGHWAY 162 ALONG A NON TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 1823.73 FEET AN ARC LENGTH OF 307.73 FEET A DELTA ANGLE OF 09D40'05" A CHORD BEARING OF SOUTH 52D32'05" EAST A RADIAL BEARING OF NORTH 42D17'57" EAST AND A CHORD LENGTH OF 307.37 FEET, THENCE SOUTH 09D24'33" EAST 17.88 FEET, THENCE ALONG A NON TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 73.40 FEET, AN ARC LENGTH OF 43.07 FEET, A DELTA ANGLE OF 33D37'16" A CHORD BEARING OF SOUTH 23D56'07" WEST A RADIAL BEARING OF NORTH 82D52'32" WEST AND A CHORD LENGTH OF 42.46 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HIGHWAY 158, THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE ALONG A REVERSE CURVE TURNING TO THE LEFT WITH A RADIUS OF 459.26 FEET, AN ARC LENGTH OF 200.12 FEET, A DELTA ANGLE OF 24D58'00", A CHORD BEARING OF SOUTH 22D04'22" WEST A RADIAL BEARING OF SOUTH 55D26'38" EAST, AND A CHORD LENGTH OF 198.54 FEET, THENCE NORTH 40D03'45" WEST 101.32 FEET, THENCE SOUTH 88D30'52" WEST 112.41 FEET, THENCE NORTH 01D31'30" WEST 158.50 FEET, THENCE SOUTH 43D42'04" EAST 47.52 FEET, THENCE NORTH 01D31'30" WEST 228.76 FEET TO THE POINT OF BEGINNING.

Exhibit B
Legal Descriptions of Smith Trust Property

GWCU Eden
Karen Smith
Parcel 22-046-0080

February 13, 2019

PART OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN: BEGINNING AT A POINT THAT IS NORTH 89D49'36" WEST 537.04 FEET, SOUTH 01D45'58" EAST 1456.40 FEET AND SOUTH 88D13'43" WEST 287.89 FEET FROM THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER, RUNNING THENCE NORTH 11D08'59" WEST 143.92 FEET, THENCE WEST 528.98 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER, THENCE SOUTH 422 FEET, THENCE SOUTH 87D30' EAST 444 FEET, THENCE SOUTH 24D38' EAST 301 FEET, THENCE NORTH 84D56' EAST 282 FEET, MORE OR LESS, TO THE WEST LINE OF THE STATE ROAD, THENCE NORTH 2D14' WEST 13 FEET, MORE OR LESS, TO THE SOUTH BOUNDARY LINE OF COPYAK SUBDIVISION THENCE SOUTH 84D18'02" WEST 239.17 FEET, THENCE NORTH 66D27'57" WEST 41.23 FEET, THENCE NORTH 22D23'28" WEST 177.81 FEET, THENCE NORTH 89D42'25" EAST 62.66 FEET, THENCE NORTH 01D45'58" WEST 370.02 FEET TO THE POINT OF BEGINNING.

EXCEPT:

BEING A PART OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDAIN, BEGINNING AT THE [NORTHWEST CORNER OF LOT 1] OF THE COPYAK SUBDIVISION AND RUNNING THENCE SOUTH 89D58'10" WEST (NORTH 89D42'25" EAST) 62.66 FEET, THENCE NORTH 22D07'43" WEST (NORTH 22D23'28" WEST) 106.13 FEET, THENCE NORTH 89D58'10" EAST 100.06 FEET TO THE WESTERLY LINE OF COPYAK SUBDIVISION, THENCE SOUTH 01D30'13" EAST (SOUTH 01D45'58" EAST) ALONG SAIDWESTERLY LINE OF COPYAK SUBDIVISION 98.36 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT:

A PART OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 7, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN:

BEGINNING AT A POINT WHICH IS N01°30'13"W (N01°45'58W) 98.36 FEET FROM THE NORTHWEST CORNER OF LOT 1 OF THE COPYAK SUBDIVISION AND RUNNING: THENCE S89°58'10"W (S89°42'25W) 100.06 FEET; THENCE N22°07'53"W (N22°23'38"W) 43.07 FEET; THENCE N76°19'31"E (N76°03'46E) 117.85 FEET TO THE WESTERLY LINE OF COPYAK SUBDIVISION; THENCE S01°30'13"E (S01°45'58"E), ALONG SAID WESTERLY LINE OF COPYAK SUBDIVISION, 67.73 FEET TO THE POINT OF BEGINNING.

(CONTAINING 5,897.42 SQ. FT. OR 0.13 ACRES MORE OR LESS)

Exhibit B
Legal Descriptions of Smith Trust Property

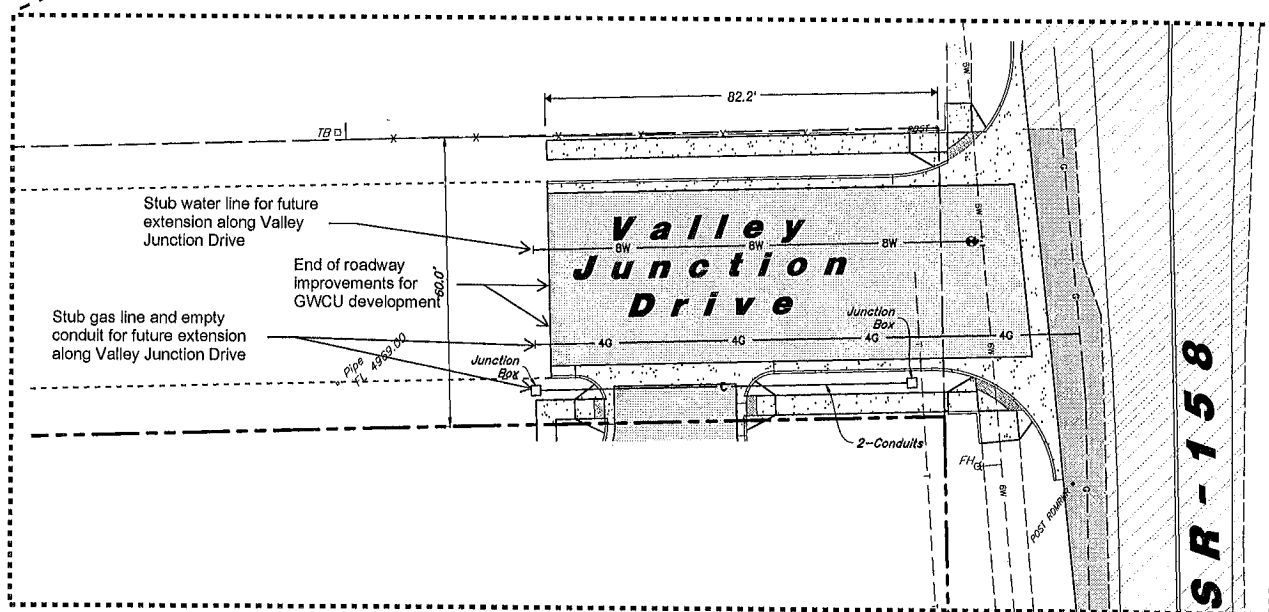
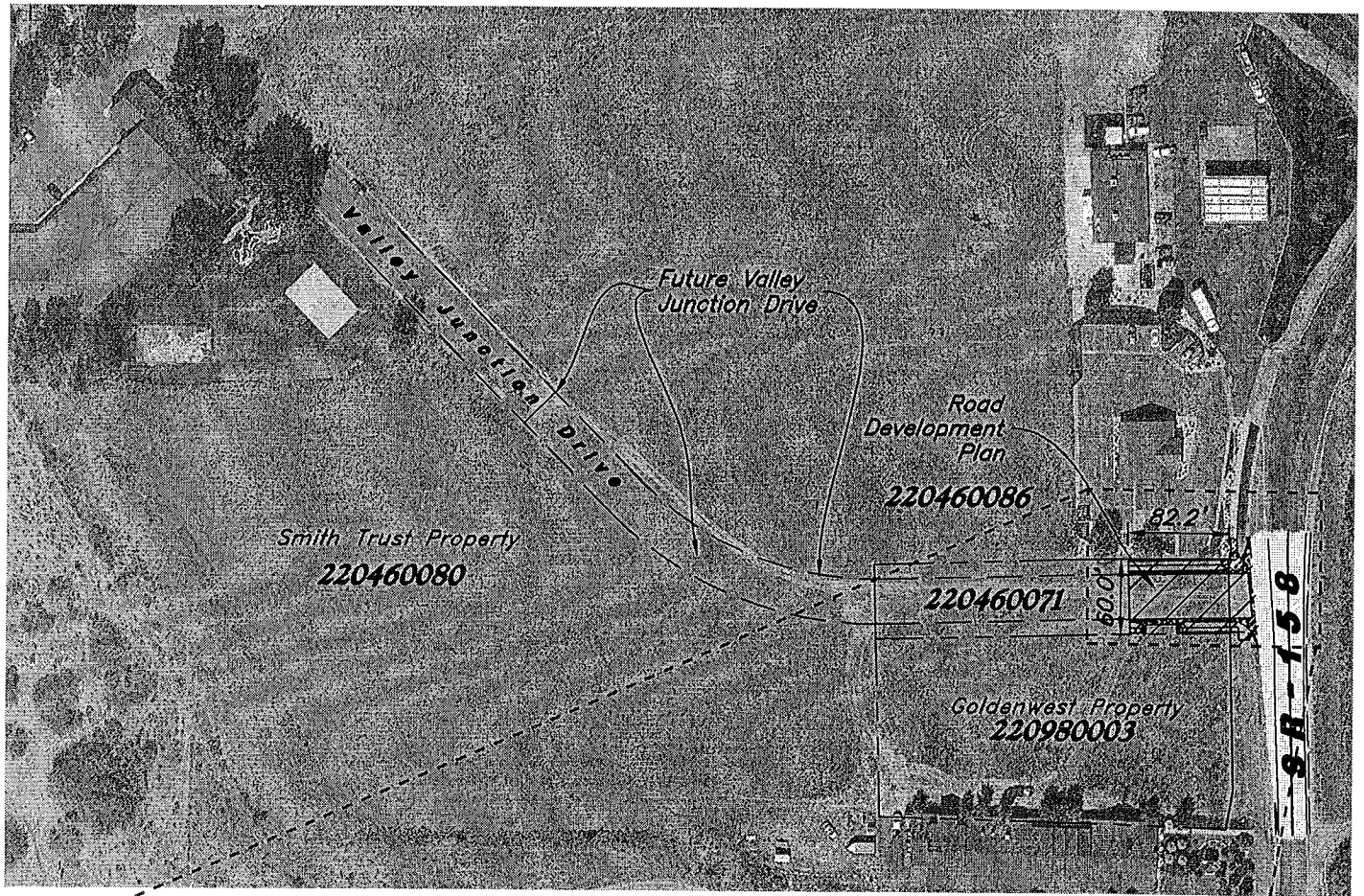
**GWCU Eden
Karen Smith
Parcel 22-046-0071 (Right-of-Way)**

February 13, 2019

BEING A PART OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF STATE HIGHWAY NO. 158, SAID POINT BEING NORTH 89D49'36" WEST 537.04 FEET, AND SOUTH 01D45'58" EAST 1456.40 FEET FROM THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER, AND RUNNING THENCE SOUTH 01D45'58" EAST ALONG THE SAID LINE OF HIGHWAY NO. 158, 60.00 FEET TO THE NORTHWEST CORNER OF THE COPYAK SUBDIVISION, THENCE SOUTH 88D13'43" WEST ALONG THE NORTH LINE OF THE SAID COPYAK SUBDIVISION 287.89 FEET TO THE NORTHWEST CORNER THEREOF, THENCE NORTH 01D45'58" WEST 60.00 FEET, THENCE NORTH 88D13'43"EAST 287.89 FEET TO THE POINT OF BEGINNING.

Exhibit C

Road Development Plan, Approximation of the Project




ANDERSON WAHLEN & ASSOCIATES
 2010 North Redwood Road, Salt Lake City, Utah 84116
 801 521-8528 - AWAengineering.net

Road Development Plan

Eden
 2461 North Highway 158
 Eden, Utah

Sheet No.

EX-C

Designed By: EM
 Drafted By: AT
 Client Name:
 GWCU
 18-191EX
28 Feb, 2019