



W3236448

WHEN RECORDED MAIL TO
AND MAIL TAX NOTICE TO:
2241 Ogden Utah, LLC
2241 N. Rulon White Blvd
Ogden, UT 84404

E# 3236448 PG 1 OF 2
Leann H. Kilts, WEBER COUNTY RECORDER
17-May-22 0931 AM FEE \$40.00 DEP TN
REC FOR: US TITLE INSURANCE AGENCY
ELECTRONICALLY RECORDED

WARRANTY DEED

File No.: 054171
APN: 19-060-0012

Baur & Baur Investment Co, LLC,

Grantor(s), of Ogden, Weber County, State of Utah, hereby convey(s) and warrant(s) to

2241 Ogden Utah, LLC,

Grantee(s), of Ogden, Weber County, State of Utah, for the sum of ten dollars and other good and valuable consideration, the following tract of land located in Weber County, Utah, to wit:

Part of Lot 11, WEBER INDUSTRIAL PARK, PLAT "A", Weber County, Utah, described as follows:
Beginning at the Southeast Corner of said Lot 11, and running thence South 65°08'31" West 734.12 feet to the West Property line as defined by Special Warranty Deed recorded in book 1098, page 48; thence North 18°45'22" West 603.42 feet to the North line of said Lot 11; thence North 65°08'31" East 640.00 feet; thence Southeasterly along the arc of a 30 foot radius curve to the right 47.12 feet, the long chord of which bears South 69°51'29" East 42.43 feet; thence South 24°51'29" East 570 feet to the point of beginning.

Situated in Weber County, State of Utah

Subject to easements, restrictions, reservations and rights of way appearing of record.

Witness the hand(s) of said Grantor(s) this 13th day of May, 2022.

Baur & Baur Investment Co, LLC

Thomas Baur
Thomas Baur, Manager

STATE OF UTAH)


:ss)

COUNTY OF Weber)

The foregoing instrument was acknowledged before me the 13th day of May, 2022
by Baur & Baur Investment Co, LLC.

Stacey Miller
Notary Public





Weber County Parcel Search

2380 Washington Blvd Ogden, Utah
 Weber County Home - Parcel Search - Interactive Maps

[Print this page:](#)

Current Taxes

Ownership Info

Tax History

Property Characteristics

Delinquent Taxes

<--Back to Search
<--Back to Search Results

Make a Payment Online!
Property Tax

Property Tax Summary

Year: 2022 Select v to View Prior Year

Please Be Aware:

1. **Information Posting Timeline:** Current year tax information will be posted on this screen as it becomes available. Ownership information will be posted in the Spring, property values will be posted in June and tax amounts due will be posted in mid-October.
2. **Prior-Year Data Is Frozen:** If you use the 'View Prior Year' screen, the prior year information is frozen for illustration purposes to show the year end's status for the year you choose. This includes the 'balance' due amount.
3. **Delinquent Taxes:** If current year taxes are not paid by November 30th, they are delinquent as of December 1st and will show as a balance due below. This delinquent balance will not be transferred to the 'Delinquent Taxes' screen (see pull-down menu item above) until February 1st of next year. Please click on the 'Delinquent Taxes' menu at the top of this page for all other up-to-date 'delinquent tax' information.

Parcel Nbr: 19-060-0012
Tax Area: 17
Today: 05/09/2023

Property Owner & Address (1/1/2022) 2241 OGDEN UTAH LLC Please click on "Ownership Info Tab" above for address information	Market \$2,380,000.00	Taxable \$2,380,000.00	X	Rate .009952
			Net Assessment Charge \$23,685.76 Total Direct \$316.83 Penalty Charge - Sub Total \$24,002.59 Total Payments \$-24,002.59 Balance \$0.00	

No Record of Past Delinquent Tax History

Current Tax Detail

Direct Charges			
Type	Description	Amount	Status
11	Weber-Box Elder Cons/Pineview	\$316.83	ORIG

Payments			
Pay Date	Payee	Amount	Status
15-NOV-22	Melissa Wright	\$ -24,002.59	Regular

Tax Status

Please Contact Treasurer for more Info
801-399-8454

Make a Payment Online!

Any questions concerning tax payment information should be directed to:
Weber County Treasurer
 801-399-8454
 2380 Washington Blvd Ste 350 · Ogden, UT 84401

<--Back to Search

Copyright © Weber County

https://www3.co.weber.ut.us/psearch/tax_summary.php?the_year=2022

1/1

Case Scott

23-003-0011

& ALL OTHER NUMBERS IN UNINCORPORATED AREAS OF WEBER COUNTY

ENTERED VERIFIED MICROFILMED

849262

JON FRESTON
WEBER COUNTY RECORDER
DEPUTY *Renee Vaughn*

Dec 22 11 57 AM '81

AN ORDINANCE CREATING AND ESTABLISHING A COUNTY SERVICE AREA; DESCRIBING AND ESTABLISHING BOUNDARIES OF SAID SERVICE AREA; SETTING FORTH THE TYPES OF SERVICE OR SERVICES TO BE PROVIDED IN THE AREA; PROVIDING THAT THE PAYMENT FOR SERVICES SHALL BE BY A PROPERTY TAX OR A SERVICE CHARGE OR A COMBINATION THEREOF; APPOINTING THE INITIAL BOARD OF TRUSTEES AND PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH.

The Board of County Commissioners of the County of Weber ordains as follows:

That Weber County Ordinance 12-81 is enacted as follows:

That the Board of County Commissioners of Weber County (the Board) hereby finds, determines and declares that the public health, convenience and necessity requires the establishment of a County Service Area within Weber County (the County) for the purpose of providing essential fire protection services to property and persons in the unincorporated area of the County which services are not provided on a County-wide basis, and which services shall be paid for only by the property owners of the unincorporated areas, and

That to accomplish the foregoing purpose, the Board hereby creates a County Service Area within the County, the territory and jurisdiction of which shall include all of the unincorporated areas of Weber County, as permitted by and in accordance with the provisions of Title 17, Chapter 29, U.C.A., 1953, entitled "County Service Area Act" (the Act).

1. A County Service Area is hereby created in the entire unincorporated area of Weber County, which shall be named and known as Weber County Fire Protection Service Area No. 4 - FIRE PROTECTION (herein called the Service Area).

2. The Service Area shall include all the territory and area of Weber County which is not incorporated as a city or town, the boundaries of which shall coincide with the statutory boundaries of the County which are described as follows:

Statutory description of Weber County set forth in Section 17-1-32 U.C.A. 1953, as amended:

Beginning at the intersection of the summit of the Wasatch range north and east of the Ogden valley and the summit of the range separating the Bear Lake valley from the Cache valley, thence westerly to the Hot Springs near the county road north of Ogden along the summits of the Wasatch range and the spur range terminating at said Hot Springs; thence west to the line between ranges 3 and 4 west; thence southwesterly in a straight line to the middle point of a line drawn from a point on the east shore of Great Salt Lake west of the middle of the channel of the Weber river north of the northwest corner of Kingston's fort to a point on the west shore of said lake at latitude 41 degrees north; thence northeasterly along said last described line to the east shore of Great Salt Lake; thence east to the middle of the channel of the Weber river; thence up the middle of said channel to a point where crossed by the summit line of the Wasatch range; thence northeasterly along the summit of said range around the headwaters of the Ogden river to the point of beginning.

There shall be excluded from the foregoing description the territorial area of each of the incorporated cities and towns of the County as the boundaries of such cities and towns exist and are recorded on the date of the adoption of this Ordinance.

3. The Service Area shall be empowered to and shall have the authority to provide fire protection services within the territory of the Service Area as and to the extent they are deemed necessary or desirable by the governing body thereof. The foregoing services may be provided through facilities or systems acquired for that purpose through construction, purchase, gift, or condemnation or any combination of the foregoing means, or by any other means available to County Service Area as provided by law. The acquisition of facilities, systems and property may include the appurtenances thereof and may be for partial or joint ownership interests therein.

4. The governing authority of the Service Area may levy taxes upon all taxable property within the Service area sufficient to pay for all such fire protection services, or will collect periodic fees or service charges from the users of such services within

the service area, or combine property taxes and periodic fees or service charges. All taxes levied for the Service Area shall be properly authorized in accordance with law and shall be in addition to all other taxes levied by the County or by any other public corporation, district or political subdivision located in the Service Area. The governing authority of the Service Area shall have the authority to adopt such regulations as are necessary to assure the proper collection and enforcement of any and all fees and charges imposed and taxes levied.

5. The Service Area shall be a separate political and administrative subdivision of the County and shall have the rights, powers and authority granted to the Service Area as provided by law.

6. The governing body of the Service Area shall be a Board of Trustees consisting of six (6) members who shall supervise and control all of the activities thereof; the initial Trustees shall be as follows and shall serve terms, as hereinafter designated, of two (2), four (4) and six (6) years from the 1st Monday in January next following their appointment, pursuant to Title 17, Chapter 29, Section 10.1(3) U.C.A., 1953:

<u>NAME OF TRUSTEE</u>	<u>TERM OF APPOINTMENT</u>
Greg W. Haws	2 years
Paul V. Skeen	2 years
Ronald R. Smout	4 years
Scott W. Hadley	4 years
Philip E. Wright	6 years
Fredrick "Buck" Froerer 3rd	6 years

7. No part of the Service Area described herein is included within the boundaries of any incorporated city or town and no territory of the Service Area is included within the boundaries of any improvement district or special service district of the County

which has been established for the purpose of providing the same services to be supplied by this Service Area.

8. The officers and employees of Weber County are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this ordinance.



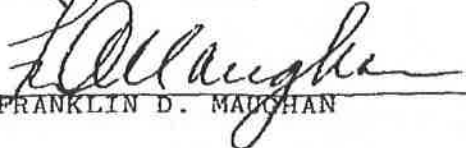
9. If any one or more sections, sentences, clauses or parts of this Ordinance shall for any reason be held inapplicable or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance, but shall be confined in its operation to the specific sections, sentences, clauses or parts hereof held inapplicable or invalid. The inapplicability or invalidity of any section, sentence, clause or part of this Ordinance in any one or more instances shall not affect or prejudice in any way the applicability or validity of this Ordinance in any other instance.

10. All ordinances and regulations of the County of Weber which may be inconsistent or in conflict with this Ordinance are hereby repealed to the extent only of such conflict or inconsistency. This repealer shall not be construed to revive any ordinance or regulation, or part thereof, heretofore repealed.

11. In the opinion of the Board of County Commissioners of Weber County, Utah, a public emergency exists in connection with the matters in this Ordinance contained, and it is necessary for the preservation of the health and general welfare of Weber County and the inhabitants of Weber County that this Ordinance become effective immediately upon its publication in one issue of the Odgen Standard Examiner.

PASSED AND ADOPTED this 21st day of December, 19 81.


BOARD OF WEBER COUNTY COMMISSIONERS


BOYD K. STOREY, Chairman

ROBERT A. HUNTER

FRANKLIN D. MAXHAM

ATTEST:

WENDELL HANSEN

By:


Deputy Clerk



7-12

W2156401

RESOLUTION NO. 23-2005

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY CREATING AND ESTABLISHING A SPECIAL SERVICE DISTRICT THROUGHOUT ALL OF WEBER COUNTY, TO BE KNOWN AS THE "WEBER AREA DISPATCH 911 AND EMERGENCY SERVICES DISTRICT"

RECITALS

WHEREAS, Utah Code Annotated § 17A-2-1304 permits counties to establish special service districts for the purpose of establishing consolidated 911 and emergency services; and

WHEREAS, the governing board of the present Consolidated Dispatch Service Center has requested that the Board of County Commissioners of Weber County create a special service district to both fund and govern the operations of a consolidated 911 and Emergency Dispatch service district ("District"); and

WHEREAS, the Weber Area Council of Governments ("WACOG") has also requested that the Board of County Commissioners of Weber County create the District to fund and govern the operations of a consolidated 911 and Emergency Dispatch service district; and

WHEREAS, on 29th day of March, 2005, the Board of County Commissioners of Weber County, Utah, adopted a resolution, Resolution No. 15-2005, declaring that the public health, convenience and necessity require the establishment of the District throughout Weber County for the purpose of providing facilities, equipment and consolidated 911 emergency dispatch services within the area thereof; and

WHEREAS, a certified copy of Resolution No. 15-2005 was sent to the fifteen municipalities of Weber County for the purpose of having them consider said resolution and approving such for the purpose of granting the Board of County Commissioners the authority to include their respective municipalities within the boundaries of the District; and

WHEREAS, all fifteen municipalities adopted resolutions approving Resolution No. 15-2005 and thereby granted authority to the Board of County Commissioners to proceed with establishing the District in their municipalities by scheduling a public hearing to receive public input on the proposed District; and

WHEREAS, on the 21st day of June, 2005, the Board of County Commissioners of Weber County held a public hearing regarding the establishment of the District at the regular meeting place of the Board of County Commissioners of Weber County, 2380 Washington Blvd., Ogden, Utah, at 6 p.m. to receive input from any interested person regarding the creation of said district; and

EA 2156401 PG 1 OF 5
DOUG CROFTS, WEBER COUNTY RECORDER
24-JAN-06 2:31 PM FEE \$0.00 DEP RMB
REC FOR: WEBER COUNTY CLERK/AUDITOR

WHEREAS, the District will be a separate body politic and corporate with all of the rights, powers, and authority set forth in Utah Code Annotated § 17A-2-1314; and

WHEREAS, the District may levy a tax on all taxable property within the District in addition to all other taxes on such property levied or imposed by the county or any other public corporation, district, or political subdivision in which the district is located, subject to authorization by a majority of the qualified electors of the district voting at an election for that purpose; and

WHEREAS, no opposition was expressed to the establishment of the District at that public hearing; and

WHEREAS, no written protest has been filed with the Board of County Commissioners of Weber County regarding the creation of the District;

NOW THEREFORE, the Board of County Commissioners of Weber County hereby resolves to establish the Consolidated 911 and Emergency Dispatch Service District which shall be subject to the following provisions.

**SECTION ONE
NAME OF DISTRICT**

The name of the district shall be the "Weber Area Dispatch 911 and Emergency Services District."

**SECTION TWO
BOUNDARIES OF DISTRICT**

The boundaries of the District shall be coterminous with the boundaries of Weber County as previously set forth in the Utah Code and as now recorded in the Lieutenant Governor's Office. The District shall include all areas within the boundaries of Weber County including the following municipalities: Farr West, Harrisville, Hooper, Huntsville, Marriott-Slaterville, North Ogden, Ogden, Plain City, Pleasant View, Riverdale, Roy, South Ogden, Uintah, Washington Terrace, and West Haven.

**SECTION THREE
NATURE OF SERVICES**

The purposes for which the District is created and organized are to provide to the residents of Weber County all dispatch and communications services related to public safety including but not limited to: operation of the E9-1-1 Emergency Communications System in and among all municipalities and unincorporated areas of participating counties and to foster the safety of the general public by means of prompt processing of emergency calls and by prompt dispatch of emergency services.

**SECTION FOUR
RIGHTS, POWERS AND AUTHORITY**

In addition to all the other rights, powers and authority granted by law, the District shall have the following rights, powers and authority:

- a. The right to sue and be sued;
- b. The power to exercise all powers of eminent domain possessed by the county;
- c. The power to enter into contracts considered desirable by the governing authority of the District to carry out the functions of the District, including, without limitation, the power to enter into contracts with the government of the United States or any of its agencies, the State of Utah, counties, municipalities, school districts, and other public corporations, districts, or political subdivisions including institutions of higher education; These contracts may include, without limitation, provisions concerning the use, operation, and maintenance of any facilities of the District and the collection of fees or charges with respect to commodities, services, or facilities provided by the District;
- d. The power to acquire or construct facilities, to purchase, take, receive, lease, take by gift, devise or bequest, or otherwise acquire, own, hold, improve, use, finance, and otherwise deal in and with real and personal property, or any interest in them, wherever situated, either within or outside of the District, including water and water rights, and including the power to acquire other than by condemnation property or interests in property owned or held by institutions of higher education;
- e. The power to sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of or contract with respect to the use, operation, and maintenance of, all or any part of its property and assets, including water and water rights;
- f. The power to accept governmental grants, loans, or funds and to comply with the conditions of them;
- g. The right to utilize any officers, employees, property, equipment, offices, or facilities of the county which established the District, and for which the governing authority of the District shall reimburse the county from District funds, a reasonable amount for the services so rendered or for the property, equipment, offices or facilities so used;
- h. The right to employ officers, employees, and agents for the District, including engineers, accountants, attorneys, and financial consultants, and to fix their compensation;

- i. The right to adopt an official seal for the District.

**SECTION FIVE
GOVERNANCE**

- A. Pursuant to Utah Code Ann. § 17A-2-1313(2), the Board of County Commissioners of Weber County shall control and have supervisory authority over all activities of the District.
- B. It is the intent of the Board of County Commissioners to appoint an administrative control board with a representative of the county and each municipality which is part of the district. The administrative control board shall be delegated the exercise of certain rights, powers, and authority. The administrative control board will be established under the authority, and in accordance with the provisions of Utah Code Ann. § 17A-2-1326.
- C. Pursuant to the provisions of the Utah Special Service District Act (the "Act") the District may annually levy taxes upon all taxable property within its boundaries and may impose fees and charges to pay for all or part of the services to be provided by the District. THE ACT PROVIDES HOWEVER, THAT NO TAX MAY BE LEVIED AND NO BONDS OF THE DISTRICT WHICH ARE PAYABLE IN WHOLE OR IN PART FROM TAXES TO BE LEVIED ON THE TAXABLE PROPERTY IN THE DISTRICT SHALL BE ISSUED UNLESS AUTHORIZED BY A MAJORITY OF THE QUALIFIED ELECTORS OF THE DISTRICT VOTING AT AN ELECTION HELD FOR THAT PURPOSE AS PROVIDED IN THE ACT.
- D. Upon the adoption of this resolution establishing the District, the District shall be a separate body politic and corporate and a quasi-municipal public corporation distinct from Weber County. The Commission may not delegate the powers: (1) to levy a tax on the taxable property of the District; (2) to issue bonds payable from taxes, or (3) to call or hold an election in the District for the authorization of such tax or bonds. The Administrative Control Board may not hold an election, levy a tax or assessment, or issue bonds or interim warrants unless approved by the Commission. Any delegation to an Administrative Control Board may be revoked, in whole or in part, by resolution of the Commission.

The Board of County Commissioners of Weber County hereby RESOLVES to create and does hereby create and establish a special service district throughout all of Weber County to be known as the **"WEBER AREA DISPATCH 911 AND EMERGENCY SERVICES DISTRICT."**

RESOLVED this 12th day of July, 2005.

Board of County Commissioners
of Weber County

By


Kenneth A. Bischoff, Chair

Commissioner Bischoff voted

AK


Commissioner Cain voted

AK

Commissioner Dearden voted

AK

ATTEST:


Linda G. Luncford, CFO
Weber County Clerk/Auditor

Dave\DispatchDistrictEstablishmentResolution



W2610456

EA 2610456 PG 1 OF 2
ERNEST O ROWLEY, WEBER COUNTY RECORDER
13-DEC-12 1038 AM FEE 4.00 DEP SPY
DEC FOR: WEBER COUNTY CLERK/AUDITOR

RESOLUTION NO. 27-201

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY, UTAH, CONFIRMING THE TAX TO BE LEVIED FOR
MUNICIPAL SERVICES PROVIDED TO THE UNINCORPORATED AREA
OF WEBER COUNTY AND DESCRIBING THE SERVICES
TO BE PROVIDED THEREIN**

WHEREAS, the Board of County Commissioners (the "Board") of Weber County, Utah (the "County"), has determined that, pursuant to the provisions of Title 17-34, Municipal-Type Services to Unincorporated Areas, and Title 17-36, Uniform Fiscal Procedures Act for Counties, Utah Code Annotated, 1953, as amended, (together, the "Acts"), that the Board will levy a tax for the purpose of providing essential services to County residents and businesses who reside in the unincorporated areas of the County, (which services are not provided to residents of incorporated cities and towns), and which services shall be paid for only by the residents and businesses of the unincorporated areas of the County; and

WHEREAS, the tax on all properties in the unincorporated area is for the purpose of providing additional funding for various services that are provided by the County, which services may include extended law enforcement, planning and zoning, animal control, road maintenance, weed control, general administration services, and any other services the Board may be required to provide for the necessity, safety, and convenience of the residents and businesses who reside in the unincorporated areas of the County; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY, UTAH AS FOLLOWS:

Section 1. The tax levy shall apply to all areas within the unincorporated areas of the County, and shall not include any areas that are included within the boundaries of any incorporated city or town. The levy area shall be adjusted from time to time due to annexations and de-annexations to and from municipal entities.

Section 2. The services that will be provided to the residents and businesses who reside in the unincorporated area of the County shall include extended law enforcement, planning and zoning, animal control, road maintenance, weed control, general administration services, and any other services the Board may be required to provide to the residents and businesses who reside in the unincorporated areas of the County.

Section 3. The County will continue to separately budget and account for all revenues and expenditures related to the municipal services in a special revenue fund, separate from the County's General Fund, as required by Section 17-34-5 and Section 17-36-9 of the Acts.

Section 4. The Board intends to levy a tax, beginning with calendar year 2013, on all properties within the unincorporated area of the County at the same time and in the same manner as other taxes of the County are levied, pursuant to Section 17-34-5(2)(d) of the Acts. Revenues generated from said property tax will be used only to pay for the services that are provided to unincorporated areas.

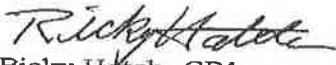
RESOLVED this 11th day of December 2012.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By 
Craig L. Dearden, Chair

Commissioner Dearden voted aye
Commissioner Gibson voted aye
Commissioner Zogmaister voted aye

ATTEST:


Ricky Hatch, CPA
Weber County Clerk/Auditor

088

EASEMENT

4.
Weber County Industrial Development Bureau, a corporation doing business in the State of Utah, Grantor, hereby conveys to UTAH POWER & LIGHT COMPANY, a corporation, its successors in interest and assigns, Grantee, for the sum of One (\$1.00) Dollar and other valuable consideration, a perpetual easement and right of way for the erection, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of the electric transmission and distribution circuits of the Grantee, with the necessary poles, towers, guys, stubs, crossarms, braces and other attachments affixed thereto, for the support of said circuits, on, over and across a tract of land located in Weber County, Utah. Described as follows:

Beginning at the west boundary fence of the Grantor's land at a point 515 feet south and 1001 feet east, more or less, from the west one quarter corner of Section 36, T. 7 N., R. 2 W., S.L.M., thence North 50 feet, along said west boundary fence, thence S. 88°17' E. 667 feet, to the east boundary fence of said land, thence South 50 feet along said east boundary fence, thence N. 88°17' W. 667 feet to the point of beginning and being in the N 1/2 of the SW 1/4 of said Section 36, containing 0.77 of an acre, more or less.

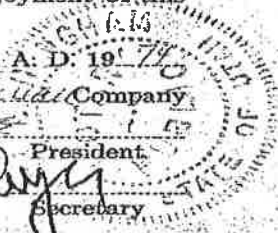
Beginning at the west boundary fence of the Grantor's land at a point 430 feet south and 35 feet west, more or less, from the east one quarter corner of Section 35, T. 7 N., R. 2 W., S.L.M., thence N. 1°26' E. 5 feet, thence S. 88°34' E. 10 feet, thence S. 1°26' W. 5 feet, thence S. 88°17' E. 92 feet, more or less, to the east boundary fence of said land, thence South 50 feet along said east boundary fence, thence N. 88°17' W. 97 feet, more or less, thence N. 88°51' W. 5 feet, more or less, to the west boundary fence of said land, thence North 50 feet, more or less, along said west boundary fence to the point of beginning and being in the NE 1/4 of the SE 1/4 of said Section 35 and the NW 1/4 of the SW 1/4 of Section 36, Township and Range aforesaid, containing 0.12 of an acre, more or less.

(Continued on other side)

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement.

WITNESS the hand of the Grantor, this 10th day of November, A. D. 1970, Weber County Industrial Development Company

By Joseph F. Reed, President
Attest: [Signature] Secretary



STATE OF UTAH, }
County of _____ } ss.

On the _____ day of _____, A.D. 19____, personally appeared before me, _____, who being by me duly sworn did say that he is the _____ President of _____, a corporation, and that said instrument was signed in behalf of said corporation by authority of _____ and said _____ acknowledged to me that said corporation executed the same.

My Commission expires:

Description Approved [Signature] Residing at _____ Notary Public
Form & Execution Approved _____ File No. _____

Not 19-041-0045 & 19-042-0037

For Recording Data

On the 6th day of November, A.D. 1974, personally appeared before me, Joseph F. Breeze, President, Weber County Industrial Development Bureau, and Nathan H. Mazer, Executive Director, Industrial Bureau, who being by me duly sworn did say that Joseph F. Breeze is President of Weber County Industrial Development Bureau and Nathan H. Mazer Executive Director of Industrial Bureau, and that said instrument was signed in behalf of Weber County Industrial Development Bureau and Industrial Bureau by authority of their offices and said Joseph F. Breeze and Nathan H. Mazer acknowledged to me that said Weber County Industrial Development Bureau and Industrial Bureau executed the same.



My Commission expires:

September 19, 1977

W. L. Bingham
Notary Public

Description Approved _____ Residing at Ogden, Utah

Form & Execution Approved *JMB*

File No. _____

FILE NO. 44729

Beginning at the west boundary fence of the Grantor's land at a point 480 feet south and 2410 feet east, more or less, from the west one quarter corner of Section 36, T. 7 N., R. 2 W., S.L.M., thence N. 18°45' W. 50 feet along said west boundary fence, thence N. 65°08' E. 44 feet to the east boundary line of said land, thence S. 18°45' E. 50 feet along said east boundary line thence S. 65°08' W. 44 feet to the point of beginning and being in the NE 1/4 of the SW 1/4 of said Section 36, containing 0.05 of an acre, more or less.

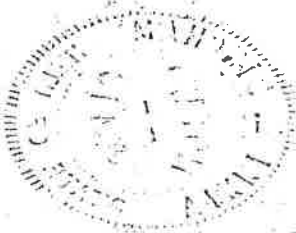
641816 \$ 5.50

FILED AND RECORDED FOR

Utah Power & Light
1977 JUL 14 PM 3 34

- | | | | |
|-------------|--------------------------|------------|-------------------------------------|
| Platted | <input type="checkbox"/> | Indexed | <input checked="" type="checkbox"/> |
| Photocopied | <input type="checkbox"/> | Card File | <input type="checkbox"/> |
| Microfilmed | <input type="checkbox"/> | Abstracted | <input type="checkbox"/> |

Robert D. White



BOOK 348
54102

BOOK 1021 PAGE 675

FILED & RECORDED FOR

Michael F. Christensen
1977 APR 13 PM 2 56

591240

no fee

Plotted Indexed
Recorded Abstracted
Compared Page

RUTH EARNES OLSEN
WEBER COUNTY CLERK

Sanely Bailey Evans

PROTECTIVE COVENANTS

STATE OF UTAH

COUNTY OF WEBER

KNOW ALL MEN BY THESE PRESENTS:

That the WEBER COUNTY INDUSTRIAL DEVELOPMENT BUREAU (hereinafter called the Bureau), a Utah Corporation, is the owner of all that certain real property located in Weber County, State of Utah, more particularly described in Exhibit A, attached hereto and herein by reference thereto; and

WHEREAS, it is the desire and intention of the Bureau to develop all of said property as a garden type industrial park; and

WHEREAS, the BUREAU is about to sell, lease, and/or develop the property described in Exhibit A, which it desires to be subject, pursuant to a general plan of improvement, to certain restrictions, conditions, covenants and agreements between it and the several purchasers of said property and between the several purchasers of said property themselves as hereinafter set forth:

NOW, THEREFORE, the BUREAU declares that the property described in Exhibit A is held and shall be sold, conveyed, leased, occupied and held subject to the following restrictions, conditions, covenants and agreements between it and the several owners, purchasers and lessees of said property and between themselves and their heirs, successors and assigns:

MUTUAL and
RECIPROCAL
BENEFITS,
ETC.

1. All of said restrictions, conditions, covenants, and agreements shall be made for the direct, mutual and reciprocal benefit of all of the land on the attached map and shall be intended to create mutual and equitable servitudes upon said land in favor of all other land shown on said map, and to create reciprocal rights and obligations between the respective owners of all of the land shown on said map and to create

a privity of contract and estate between the grantees of said land, their heirs, successors and assigns, and shall, as to the owners of said land in said tract, their heirs, successors, and assigns, operate as covenants running with the land for the benefit of all of the land in said Park.

TERMS OF
RESTRICTIONS.

I. Each condition and covenant in the Weber County Industrial Park shall continue until such time as the Bureau, or its successors or assigns, and the Owners of a majority of the acreage in the Weber County Industrial Park acting in mutual agreement may by written declaration signed and acknowledged by them and recorded in the Deed Records of Weber County, alter or amend such restrictions, conditions and covenants.

CREATION OF
SPECIAL APPROVAL
COMMITTEE:

III. In order to administer and supervise the restrictions herein and to give the approvals required, authority is hereby granted to the Executive Board of the Weber County Industrial Development Bureau to ^{appoint} an Industrial Park Review Board consisting of not less than five and not more than nine members. This Review Board to serve at the pleasure of the Executive Board and shall include representatives of Industries sited in the Industrial Park.

The Review Board shall be required to review and approve the proposed use of each parcel of land, the architectural drawings of the buildings, site and landscaping proposed for each site, and any

variances deemed necessary; keeping in mind the broad outlines of the purpose of the Industrial Park.

The Review Board shall have all powers necessary to approve land use and plans, and to enforce their decisions in accordance with the Covenants as outlined herein.

PERMITTED
USES

IV. The purpose of the Weber County Industrial Park is to create a wholesome environment for the conducting of selective manufacturing and marketing enterprises which do not create a hazard or are not offensive due to appearance or to the emission of noxious odors, smoke or noise, and to promote research laboratories and regional office facilities. Retail services shall be allowed but shall be limited to sales of goods and services reasonably required for the convenience of occupants of the Park, such as restaurants, drug store and medical facility, barber and beauty shop, clothes repair and cleaning, banks, post office, and automobile service stations. Such services shall first be approved by the Planning Committee.

PROHIBITED
USES

V. No portion of the property may be occupied by any of the following uses;

(1) Residential purposes, except for the dwelling of watchmen or other employees attached to a particular enterprise authorized in the Area.

(2) Manufacture, storage, distribution or sale of explosives.

(3) Storage in bulk of junk, wrecked autos or other unsightly or second hand materials.

(4) No portion of the premises or any portion thereof of any building or structure thereon at any time shall be used for the manufacturing, storage, distribution or sale of any products or items which shall increase the fire hazard of adjoining property; or for any business which constitutes a nuisance or causes the emission of odors, smoke or gas injurious to the products manufactured or stored on adjoining premises, or which emit noise or vibrations which will injure the reputation of said premises or the neighboring property, or for any use which is in violation of the laws of Weber County and the State of Utah.

YARD
SPACES

VI. All buildings which may be erected on any of the property contained in the Weber County Industrial Park shall maintain the following yard areas:

- (1) Front Yards. Buildings shall not be nearer than 30 feet to the street property line.
- (2) Side Yards. Buildings shall not be nearer than 15 feet from any side property line.
- (3) Rear Yards. No rear yard restrictions.
- (4) No building shall be closer than 40' to any other building on an adjacent site.
- (5) No more than 50% of the site area shall be covered by building.

Within the required set back area from the streets, there shall be maintained on each site only paved walks, paved driveways, lawns and landscaping. At

least one-half of the surface of the required set-back area from the streets shall be maintained in lawns and landscaping.

LOADING
DOCKS

VII. There shall be maintained on each site facilities for truck turning, parking, loading and unloading sufficient to serve the business conducted thereon without using adjacent streets or the 30 foot front set back area therefor. Loading docks are restricted to the area behind the 30 foot front set back line.

PARKING
REQUIREMENTS

VIII. No parking will be permitted on any of the streets in the Weber County Industrial Park. It is the responsibility of the property owners, their successors and assigns to provide such parking facilities as needed on their own property. Minimum requirements are as follows:

- (1) One parking space for every vehicle used in conducting the business, plus one parking space for every 1.5 employees working on the highest shift plus sufficient visitor parking.
- (2) One square foot of parking area for each square foot of building area. If this requires more land area than required under item (1), then only that amount of area need be paved to meet the requirements of item (1).
- (3) Spaces for visitor parking may be provided in the front of buildings provided that the parking area is not closer than 20 feet to the street curb line, and that the area between the street and the parking area is attractively landscaped and the parking area is restricted

for visitor parking only.

- (4) All parking areas must be paved with a year around surface of asphalt or concrete and adequately drained.
- (5) While as a general rule, parking and truck loading facilities are to be located at the side or rear of buildings, necessary parking and loading in the front will be permitted when visually screened by landscaping and other appropriate screening arrangements.

BUILDING AND
CONSTRUCTION
REQUIREMENTS

- IX. Any building erected on the property shall be of masonry construction, tilt-up concrete, precast concrete or equal material. Should any building be constructed of plain concrete blocks, tile blocks or tile brick, the front and sides to a minimum depth of three feet must be finished with face brick or their equivalent, or better, as determined by the Review Board. The exterior finish of the remaining side and rear walls must be common or face brick, or concrete block, or their equivalent, or better, as determined by the Review Board. All other types of construction must first be submitted to and have the written approval of the Review Board.

Renderings of drawings, specifications and samples of materials proposed for use in the construction or alteration of any building, sign, loading dock, parking facility and landscape planting must first be submitted to and have the written approval of the Review Board.

The placement on the building roofs of unsightly items such as cooling towers, mechanical equipment, etc. which would have an adverse affect upon the aesthetics of the building and the Industrial Park will not be allowed.

No plant effluents shall be discharged into the sanitary sewer or storm drains which contain any material which would be harmful to the sewer lines, the sewage treatment plant structure, interfere with the normal sewage processing action, or create a danger to workmen maintaining the sewer lines and sewage treatment plants. All effluents discharged into the sanitary sewer lines shall meet the requirements of the Central Weber Sanitary Sewer District ordinances, in addition to these covenants.

The Review Board shall review the proposed use of the property and shall reserve the right to refuse to approve any plan for a use which in the judgment of the Review Board, is not in keeping with the stated purposes of the Weber County Industrial Park. Where a proposed development could become offensive, the Review Board shall have the right to require special equipment or special design features to overcome such conditions.

STORAGE

- X. No land or buildings shall be used so as to permit the keeping of articles, goods or materials in the open exposed to public view. When necessary to store or keep such materials in the open, the lot or area shall be fenced with a screening fence at least 6 feet in height and high enough to fully screen the material from view of the public as viewed from the

streets. Said storage shall be limited to an area at least 30 feet behind the front building line.

SIGNS

XI. All signs proposed to be placed within the Industrial Park shall be subject to the approval of the Committee and shall conform to the following general requirements:

- (1) No billboards or outdoor advertising bases will be permitted.
- (2) A single sign or nameplate shall be allowed on the front of each facility, (facing a street) advertising only the name, product or service of the occupant.
- (3) Signs attached to buildings shall project not more than 16 inches beyond the face of the building nor project above the parapet or eaves of the buildings. The face of the sign shall be parallel to the face of the building.
- (4) Total size of sign is limited to 25 square feet or one square foot for each lineal foot of the street frontage of the building, whichever is larger.
- (5) Signs may be independently seated in the front of the building if they are architecturally designed to add to the aesthetic appearance of the building and property.
- (6) Floodlighting of signs at night is acceptable but the use of animated or flashing signs is prohibited.

LANDSCAPING XII.
AND
MAINTENANCE

"Green" treatment of the site may be in the form of grass lawns and ground covers, shade trees in parking areas, street trees, plantings in areas used as dividers and in areas otherwise unuseable. Landscaped treatment includes the use of walls, screenings, terraces, fountains, pools and other water arrangements.

Lawn and shrubs shall be planted in the area between the street curb line and the building. Consideration shall be given to the use of trees and plantings in and around parking lots to relieve asphalt monotony.

The owners or tenants of the developed land in the Industrial Park must at all times keep the premises, buildings and improvements, including all parking and planting areas, in a safe, clean and wholesome condition. All areas of the property not covered by improvements shall be kept free from weeds. They shall comply in all respects with all government, health, police and fire department requirements.

Any owner or tenant shall remove at his own expense any rubbish of any character accumulated on his property and will at all times keep shrubs and lawns properly trimmed and watered and the exterior of all buildings in an attractive condition.

XIII. If, after the expiration of two years from the date of execution of a sales or lease contract or other disposition on any lot, any purchaser shall not have begun in good faith the construction of an acceptable

TIME
LIMITATION
ON
CONSTRUCTION

building upon said lot, the Weber County Industrial Development Board retains the option to refund the purchase price or lease deposit and enter into possession of said land. At any time, the Board may extend in writing the time in which such building may be begun.

It is understood and agreed that said conditions, and restrictions shall operate as covenants running with the land and that a breach or violation thereof may be enjoined, abated or remedied by appropriate proceedings by the said Weber County Industrial Development Board, and/or other owners of said lots or parcels of land in the Park or their heirs, successors, assigns, or bonafide purchasers under contract.

Invalidation of any of the foregoing Restrictive Covenants shall not affect the validity of any other of such covenants, but the same shall remain in full force and effect.

Dated this 30th day of March, 1973.

WEBER COUNTY INDUSTRIAL DEVELOPMENT BUREAU

By Joseph F. Breeze
Joseph F. Breeze, President

Nathan H. Mazer
Nathan H. Mazer
Executive Director and Secretary

STATE OF UTAH)
 : ss
COUNTY OF WEBER)

On the 30th day of March, 1973, personally appeared before me Joseph F. Breeze and Nathan H. Mazer, who being by me duly sworn did say that they are the President and Executive Director and Secretary respectively of Weber County Industrial Development Bureau, a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and each of them acknowledged to me that said corporation executed the same.



Walter P. ...
Notary Public
Residing at Ogden, Utah

My commission expires:
May 31, 1975

EXHIBIT A

A part of Section 1, Township 6 North, Range 2 West, part of Section 6, Township 6 North, Range 1 West, part of Section 31, Township 7 North, Range 1 West and part of Section 36, Township 7 North, Range 2 West, Salt Lake Base and Meridian, U. S. Survey: Beginning at a point which is North 89°01' East 2711.83 feet along the Section line and South 0°26' East 33.00 feet from the Northwest corner of said Section 36, said point is also North 89°52' West 2632.1 feet along the section line and South 0°26' East 33.00 feet from the Northeast corner of said Section 36, running thence South 89°52' East 1106.51 feet, thence South 26°12' East 1315.91 feet, thence North 63°48' East 261.10 feet to the West line of the Oregon Short Line Railroad right of way, thence five courses along said West line as follows: South 26°12' East 4105.45 feet, South 38.5 feet, South 26°12' East 690.0 feet, North 89°43' West 36.87 feet, and South 26°12' East 747.16 feet to the North bank of the Harrisville Canal, thence four courses along said North bank as follows: South 88°21'45" West 807.70 feet, North 88°32' West 1187.58 feet, North 69°40'15" West 777.79 feet and North 78°38'24" West 1105.02 feet to the East right of way line of the Salt Lake Pipeline Company, thence four courses along said East line as follows: North 18°45'22" West 2877.54 feet, North 18°32'51" West 1254.06 feet, North 18°15'40" West 851.09 feet and North 18°27'28" West 866.61 feet to the South line of 2700 North Street, thence two courses along said South line as follows: Easterly along the arc of a 1877.10 foot radius curve to the right 255.5 feet more or less and North 89°01' East 1086.26 feet to the point of beginning. Contains 430.8 acres.

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 15-002-0036
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Richard M. Mercer
26 50 West Blvd

DECLARATION AMENDING PROTECTIVE COVENANTS

Come now WEBER COUNTY INDUSTRIAL DEVELOPMENT BUREAU, a non-profit Utah corporation, and WEBER COUNTY, a political subdivision of the State of Utah, and being owners of a majority of the acreage in the Weber County Industrial Park, said acreage more specifically referred to in Exhibit "A" hereto, and declare the following amendments to those certain Protective Covenants recorded in the Office of the Weber County Recorder on April 13, 1973 in Book 1021 commencing at Page 676 of said records.

1. Paragraph VI (2) is amended to read as follows:

"(2) Side Yards. Buildings shall not be nearer than 15 feet from any side property line separating the lands of different owners."

2. Paragraph VI (4) is amended to read as follows:

"(4) No building shall be closer than 40 feet to any other building on an adjacent property of a different owner."

3. Paragraph VI (5) is amended to read as follows:

"(5) No more than 50% of the property area of any owner shall be covered by building."

4. Paragraph XIII shall be amended to read as follows:

"TIME LIMITATION ON CONSTRUCTION - XIII. If, after the expiration of three years from the date of a sales or lease contract or other disposition on any property within the Weber Industrial Park any purchaser shall not have begun in good faith a construction of an acceptable building upon any portion of said property, the Weber County Industrial Development Board retains the option to refund the purchase price or lease deposit and enter into possession of said land. At any time, the Board may extend in writing the time in which such building may be begun."

5. All other conditions, covenants and restrictions contained in the original Protective Covenants referred to herein shall remain in full force and effect.

DATED this 12th day of December, 1978.

WEBER COUNTY INDUSTRIAL DEVELOPMENT
BUREAU

By Richard M. Mercer
RICHARD M. MERCER
Vice President

Lynwood Islaub
LYNWOOD ISLAUB
Secretary

WEBER COUNTY, a political subdivision
of the State of Utah

[Signature]
By DOUGLAS HUNT, Chairman
Board of County Commissioners

[Signature]
WENDELL HANSEN
Weber County Clerk

STATE OF UTAH)
 : ss
COUNTY OF WEBER)

On the 12th day of December, 1978, personally appeared before me RICHARD M. MERCER and LYNWOOD ISLAUB, who being by me duly sworn did say that they are the Vice President and Secretary respectively of the Weber County Industrial Development Bureau, a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and each of them acknowledged to me that said corporation executed the same.

[Signature]
Notary Public
Residing at Ogden, Utah

My commission expires:

March 29, 1982

STATE OF UTAH)
 : ss
COUNTY OF WEBER)

On the 12th day of December, 1978, personally appeared before me DOUGLAS HUNT and WENDELL HANSEN, who being by me duly sworn did say that they are the Chairman of the Board of County Commissioners and Weber County Clerk respectively of Weber County, a political subdivision of the State of Utah, and that said instrument was signed in behalf of said political subdivision by adoption of a resolution by its Board of County Commissioners, and each of them acknowledged to me that said political subdivision executed the same.

[Signature]
Notary Public
Residing at Ogden, Utah

My commission expires:

March 29, 1982

EXHIBIT A

A part of Section 1, Township 6 North, Range 2 West, part of Section 6, Township 6 North, Range 1 West, part of Section 31, Township 7 North, Range 1 West and part of Section 36, Township 7 North, Range 2 West, Salt Lake Base and Meridian, U. S. Survey: Beginning at a point which is North 89°01' East 2711.83 feet along the Section line and South 0°26' East 33.00 feet from the Northwest corner of said Section 36, said point is also North 89°52' West 2632.1 feet along the section line and South 0°26' East 33.00 feet from the Northeast corner of said Section 36, running thence South 89°52' East 1106.51 feet, thence South 26°12' East 1315.91 feet, thence North 63°48' East 261.10 feet to the West line of the Oregon Short Line Railroad right of way, thence five courses along said West line as follows: South 26°12' East 4195.45 feet, South 38.5 feet, South 26°12' East 690.0 feet, North 89°41' West 36.87 feet, and South 26°12' East 747.16 feet to the North bank of the Harrisville Canal, thence four courses along said North bank as follows: South 83°21'45" West 807.70 feet, North 89°32' West 1187.58 feet, North 69°40'15" West 772.79 feet and North 78°38'24" West 1105.02 feet to the East right of way line of the Salt Lake Pipeline Company, thence four courses along said East line as follows: North 19°45'22" West 2877.54 feet, North 18°32'51" West 1254.06 feet, North 18°15'40" West 851.09 feet and North 18°27'28" West 866.61 feet to the South line of 2700 North Street, thence two courses along said South line as follows: Easterly along the arc of a 1877.10 foot radius curve to the right 255.5 feet more or less and North 89°01' East 1086.26 feet to the point of beginning. Contains 430.8 acres.

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FOR

Michael Christensen

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Therian K. H. Miller

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AGREEMENT

This Agreement made the 30th day of May, 1974,
by and between Weber County
whose address is Municipal Building, Ogden, Utah 84401

(hereinafter with its successors and assigns called the "Grantee,")
and the ECONOMIC DEVELOPMENT ADMINISTRATION, UNITED STATES OF AMERICA,
whose address is Main Commerce Building, Washington, D.C. 20230 (here-
inafter with its successors and assigns called "EDA"):

WHEREAS, pursuant to application designated as EDA Project No.
05-1-01388, a request was made by the Grantee for financial
assistance pursuant to the Public Works and Economic Development Act
of 1965 (P.L. 89-136; 42 U.S.C. 3121, et seq.); and

WHEREAS, by Offer of Grant dated March 5, 1973, EDA
offered a grant in the amount of \$ 423,000.00 to the Grantee to
assist in financing the construction of development of industrial
park, including streets, grading, drainage, and water and
sewer facilities
(hereinafter called the "Project Facilities") in the County of
Weber, State of Utah

the location of which is more particularly described in Exhibit "A",
which is attached hereto and made a part hereof, all or part of which
Project Facilities will be to the use and benefit of the real property
described in said Exhibit "A"; and

WHEREAS, on March 13, 1973, the Grantee accepted
the Offer of Grant subject to the "Standard Terms and Conditions" in-
corporated therein by reference; and

WHEREAS, pursuant to the aforesaid "Standard Terms and Conditions"
and by virtue of its acceptance of the Offer of Grant, the Grantee
covenanted and agreed that it, or a successor satisfactory to EDA, will
retain title to the Project Facilities for their useful life and that
the Project Facilities will be devoted to public purposes; and

WHEREAS, it is desirable that the Grantee's covenant be recorded
in the appropriate public records affecting real property in the County of
Weber County, and thereby constitute notice to all persons
of restrictions on title to and use of the Project Facilities;

NOW THEREFORE, in consideration of financial assistance rendered
and/or to be rendered by EDA and to assure that the benefits of the
Project Facilities will accrue to the public as intended by both EDA
and the Grantee, the Grantee hereby covenants and agrees as follows:

1. That, for the term specified in 2, below, the Grantee will retain its title to the Project Facilities and its title to the real property upon which said Project Facilities are located, which real property is described in Exhibit "A" attached hereto, and made a part hereof;
2. That the term for which the Grantee agrees to retain its title to the Project Facilities and its title to the real property upon which the Project Facilities are located shall be for the useful life of the Project Facilities; provided, however, this Agreement shall not preclude the lease or conveyance of any acreage to a tenant or transferee for commercial or industrial purposes; and provided further that the foregoing proviso shall not apply to streets, rights-of-way and easements for utilities, which public facilities shall be retained by the Grantee.
3. That during the term specified in 2, above, the Project Facilities will be held for and be devoted to public purposes only; and
4. That the covenants and restrictions herein contained shall be real covenants and shall run with the land described in Exhibit "A" hereto; provided, however, that the Grantee may, at its sole option, terminate the aforesaid covenants and restrictions at any time after the

expiration of the term set forth in 2, above; provided further; however, that prior to the expiration of said term the covenants and restrictions may be terminated only with the prior written consent of EDA.

IN WITNESS WHEREOF, the Undersigned has hereunto set its hand as of the day and year first above written by its duly authorized officer.



ATTEST:

Suzanne Verhoef
Title: Deputy County Clerk

WITNESS:

Weber County
Grantee
By: [Signature]
Title: Chairman, Weber County Commission

STATE OF UTAH

COUNTY OF WEBER

On this 29 day of July, 1974, before me, a Notary Public, personally appeared [Signature], Weber County, Utah, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained, and that he is duly authorized in the premises.

GIVEN UNDER MY HAND AND SEAL THIS 29 day of July, 1974.



[Signature]
Notary Public

ECONOMIC DEVELOPMENT ADMINISTRATION
UNITED STATES OF AMERICA

By: [Signature]
Regional Director

STATE OF COLORADO

COUNTY OF DENVER

On this 30th day of May, 1974, before me, a Notary Public, personally appeared Craig M. Smith, Regional Director, Rocky Mountain Regional Office, Economic Development Administration, United States of America, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained, and that he is duly authorized in the premises.

1974. GIVEN UNDER MY HAND AND SEAL this 30th day of May,



[Signature]
Notary Public in and for the City and County of Denver, Colorado

My Commission expires July 30, 1977

EXHIBIT A

Part of Lot 2, in Section 36, Township 7 North, Range 2 West, Salt Lake Base and Meridian, Local Survey: Beginning at the Northwest corner of said Lot 2, and running thence East 523.5 feet, thence South 26°12' East 722.3 feet, more or less, thence South 89°23' West 753.4 feet, thence North 7°42' West 641.75 feet to beginning. Except .62 acres in County Road (433-161).

A part of Lot 3, Section 36, Township 7 North, Range 2 West, Salt Lake Base and Meridian, U. S. Survey: Beginning North 89°52' West 1268 feet and South 26°12' East 1223.5 feet from the Northeast corner of said Section 36, and running thence South 63°48' West 261.1 feet, thence North 26°12' West 629.7 feet; thence South 89°23' West 148.4 feet, thence South 7°42' East 1600.7 feet, more or less to the South line of Lot 3 in said Section 36, thence North 85°04' East 963 feet, more or less, to the Southeast Corner of said Lot 3, said point being on the West side of the right of way of the Oregon Short Line Railway, thence North 26°12' West 1178.7 feet to the place of beginning.

Part of Lot 2, Section 36, Township 7 North, Range 2 West, Salt Lake Base and Meridian, U. S. Survey: Beginning at the Southwest corner of said Lot 2, and running thence North 7°42' West 186.65 feet, thence North 89°23' East 308 feet, thence South 7°42' East 186.65 feet, thence South 89°23' West 308 feet to beginning. Containing 33.38 acres.

All of Lot 4, Section 36, Township 7 North, Range 2 West, Salt Lake Meridian, Local Survey, Weber County, State of Utah, containing 26.26 acres, more or less. Excepting therefrom County Road on the North.

Beginning at a point from which the North quarter corner of Section 36 Township 7 North, Range 2 West, Salt Lake Meridian, bears North 6°20'06" West a distance of 212.31 feet and running thence North 88°35'49" East 1048.77 feet to a curve to the left whose radius is 30 feet; thence along said curve 46.32 feet; thence North 0°08' East a distance of 30.80 feet; thence South 89°52' East a distance of 340.42 feet; thence South 26°12' East a distance of 771 feet; thence South 88°35'49" West a distance of 1712.68 feet to a curve to the right whose radius is 30 feet; thence along said curve 45.57 feet; thence North 4°22'29" West a distance of 589.83 feet to a curve to the right whose radius is 30 feet; thence along said curve a distance of 48.68 feet to the point of beginning. Containing 24.39 acres.

Lot 24, Section 36, Township 7 North, Range 2 West, Salt Lake Base and Meridian, more particularly as follows: Beginning at the Southeast corner of said quarter section and running thence North 0°33' East 981.8 feet; thence South 81°02' West 2339.9 feet; thence South 19° East 628.1 feet; thence South 89°25' East 2102.9 feet to place of beginning, containing 41.9 acres, more or less.

A part of the Southwest quarter of Section 31, Township 7 North, Range 1 West, Salt Lake Base and Meridian. Beginning at the Southwest corner of said Section 31, thence North along the section

19-041-0015, 0054, 0055
 19-041-0034, 0057, 0036, 0052
 19-041-0056, 0049

19-041-0003

line 1146.84 feet, thence East 886.03 feet to the O.S.L. R.R. right of way, thence South 26°46' East 541.40 feet along the O.S.L.R.R. Co. right of way, thence South 0°43' West 663.50 feet to the section line, thence west 1121.55 feet along the section line to the point of beginning.

17-065-0011
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Also beginning at a point on the South section line that is East 1121.55 feet from the Southwest corner of Section 31, Township 7 North, Range 1 West, Salt Lake Base and Meridian, thence North 0°43' East 625.80 feet to the additional O.S.L.R.R. right of way property, thence South 26°46' East 700.85 feet along the O.S.L. R.R. Co. right of way to the South section line of said section thence west 323.46 feet along the section line to the point of beginning, containing 28.330 acres in the large tract and 2.323 acres in the small, a total of 30.653 acres.

All of Lot 13, in Section 36, Township 7 North, Range 2 West, Salt Lake Meridian, local survey, containing 8.90 acres. Also: Part of Lot 3 in said Section 36, described as follows: Beginning at a point 641.75 feet South 7°42' East of the Northeast corner of said Lot 3, thence South 7°42' East 186.65 feet, thence North 89°23' East 308.0 feet to the West line of Lot 13, thence South 7°42' East 1161.5 feet, thence North 84°59' East 295.1 feet to the Southeast corner of said Lot 13, thence South 7°42' East 299.75 feet to the South line of said Lot 3, thence South 85°03' West along the South line of said Lot 3, 1994.0 feet to the East line of the right of way of the old Central Pacific Railroad, thence North 18°28' West 734.1 feet along said right of way line, thence North 84°59' East 1175.9 feet along the lines between Lots 3 and 4 of said Section, thence North 8°14' West 987.72 feet to the point West of beginning, thence East to beginning.

19-041-0075

Part of Lot 3 in Section 36, Township 7 North, Range 2 West Salt Lake Base and Meridian, U. S. Survey: Beginning at the Northwest corner of said Lot 3, and running thence East 372.6 feet along Section line, thence South 7°42' East 641.75 feet, thence West to a point South 8°14' East from beginning, thence North 8°14' West 642.58 feet to beginning.

A part of Lot 23, Section 36, Township 7 North, Range 2 West Salt Lake Meridian, U. S. Survey: Beginning at a point from which the Southeast corner of said Section 36 bears 2341.5 feet South 41°38' East and running thence South 81°21' West 1072.2 feet to the West line of said Lot 23; thence North 18°13' West 896.8 feet, more or less to the Northwest corner of said Lot 23; thence North 85°52' East along the North line of said Lot 1178 feet to a point North 12°02' West of beginning; thence South 12°02' East 793 feet, more or less, to the point of beginning.

Also a part of Lots 15 and 23, in said Section 36, beginning at a point from which the Southeast corner of said Section 36 bears 2341.5 feet South 41°38' East and running thence North 81°21' East 1601 feet, more or less to the East line of said Lot 15; thence South 0°44' West 1011.8 feet along the East line of said Lot 15 to the Southeast corner thereof; thence South 81°21' West along the South lines of said Lots 15 and 23, to a point South 12°02' East from beginning; thence North 12°02' West 1000 feet, more or less, to the place of beginning. Subject to existing rights of way.

19-041-0006, 0061
19-041-0002

All of Lot 8, Section 36, Township 7 North, Range 2 West, Salt Lake Base and Meridian, excepting therefrom that portion conveyed to State Road Commission for Interstate Highway No. 15 as described in Final Order of Condemnation recorded in Book 866 of Records, Page 15.

All of Lot 9, Section 36, Township 7 North, Range 2 west, Salt Lake Meridian, U. S. Survey.

A part of the Northeast Quarter of Section 35, Township 7 North, Range 2 West, Salt Lake Meridian, U. S. Survey: Beginning at a point 8.13 chains North of the Southeast corner of said quarter section, and running thence North along said Section line to the Easterly line of Interstate Highway No. 15, thence Southwesterly and Southerly along East line of said Highway to a point West of beginning; thence East to the place of beginning.

An undivided one-half interest in and to the following: A part of the Southwest Quarter of Section 31, Township 7 North, Range 1 West of the Salt Lake Meridian, U. S. Survey: Beginning at a point 160 rods West and 70 and 10/17 rods North of the Southeast corner of said quarter section, and running thence South 20 feet; thence East 53 rods to the West line of the right of way for the track of the Oregon Short Line Railroad Company, thence Northwesterly along the right of way of said railroad track to a point East of the place of beginning; thence West to the place of beginning.

A part of the Northwest Quarter of Section 6, Township 6 North, Range 1 West, Salt Lake Base and Meridian, United States Survey: Beginning at the Northwest corner of said Northwest quarter, and running thence North 89°24' East 1407.55 feet, to the West right of way fence of the O.S.L. Railroad; thence South 26°41' East 750.55 feet, to the North bank of the Western Canal; thence Southwesterly along said Canal to a point which is South 696.00 feet from the point of beginning; thence North 696.00 feet to the point of beginning. Containing 24.83 acres.

Part of the Southwest Quarter of Section 31, Township 7 North, Range 1 West, Salt Lake Meridian, U. S. Survey: Beginning at the Northwest corner of said quarter section and running thence South 20 chains 9 and 9/17 rods, thence East to the Westerly right of way line of the O.S.L. Railroad; thence Northwesterly along said right of way to the North line of said quarter section; thence West 1.48 chains, more or less to beginning.

A part of the Northeast quarter of Section 1, Township 6 North, Range 2 West, Salt Lake Meridian, United States Survey: Beginning on the North Bank of canal 712.1 feet South and westerly along said Canal 219.7 feet and North 72°10' West along canal 525.2 feet and North 66° West 182.8 feet from the Northeast corner of said Section 1, thence North 66° West along canal 103.7 feet; thence North 79°09' West along Canal 1067 feet to the Southern Pacific Railroad right of way, thence North 18°53' West along right of way to the North line of Section 1, thence East 2100.3 feet to Northeast corner of Section 1, thence South 265 feet, thence West to a point North of beginning, thence South to beginning.

A part of Section 36, Township 7 North, Range 2 West, Salt Lake Base and Meridian U. S. Survey: Beginning at a point from which the Southeast corner of Section 36 bears South 43°19' East 2255.16 feet; running thence North 12°08' West 891.50 feet; thence South 85°43' West 1200.48 feet; thence North 18°28' West 644.68 feet; thence North

19-041-0042, 0043

19-034-0067

17-065-0017

11-020-0078

17-065-0018

15-002-0036

85°04' East 2973.32 feet; thence South 26°12' East 419.25 feet; thence South 0°34' West 1030.50 feet; thence South 81°09' West 1567.69 feet to the point of beginning. Cont: 75.42 acres.

A part of the Southeast Quarter of Section 36, Township 7 North, Range 2 West, Salt Lake Base and Meridian U.S. Survey: Beginning at a point from which the Southeast Corner of Section 36 bears South 43°19' East 2255.16 feet, running thence South 11°45' East 898.33 feet; thence South 81°03' West 974.33 feet; thence North 18°28' West 911.68 feet; thence North 81°09' 1081.15 feet to the point of beginning. Containing 21.18 acres.

A part of Lot 10 in Section 36, Township 7 North, Range 2 West, Salt Lake Base and Meridian, Local Survey: Beginning at the Southeast corner of said Lot 10 in Section 36, said point of beginning being South 871.0 feet, and East 1381.3 feet and South 0°50' East 2663.3 feet from the Northwest corner of Section 36, and running thence South 89°52' West 325.5 feet; thence North 0°11' East 1344.0 feet; thence North 89°37' East 340.78 feet; thence South 0°50' West 1345.65 feet to the point of beginning. Containing 10.28 acres.

All of Lot 11 in Section 36, Township 7 North, Range 2 West, Salt Lake Base and Meridian, Local Survey: Beginning at the Northwest corner of Lot 11 in said Section 36, said point of beginning being South 871.0 feet and East 1381.3 feet from the Northwest corner of said Section 36, and running thence East 220.96 feet; thence South 18°28' East 332.60 feet; thence South 0°45' West 1887.15 feet; thence South 73°50' West 348.8 feet; thence North 0°50' East 2290.62 feet to the point of beginning. Containing 16.76 acres.

A part of Section 36, Township 7 North, Range 2 West, Salt Lake Base and Meridian, Local Survey: Beginning at a point which is 871.0 feet South and 1602.0 feet East and South 18°28' East 332.60 feet from the Northwest corner of said Section 36, Thence South 0°45' West 1668.7 feet; thence North 89°40' East 577.9 feet to Central Pacific Railroad right of way; thence North 18°28' West along said right of way 1755.60 feet to the point of beginning. Containing 11.067 acres.

A part of Lot Number 21, Section 36, Township 7 North, Range 2 West, Salt Lake Base and Meridian, Local Survey: Beginning at a point which is North 0°14' West 1008.5 feet, and North 89°52' East 325.5 feet from the Southwest corner of Lot 21 in said Section 36, running thence North 89°52' East 334.51 feet; thence North 0°45' East 450.9 feet; thence South 73°52' West 348.4 feet; thence South 0°57' West 453.91 feet to the point of beginning. Containing 3.087 acres.

A part of the Northeast Quarter of Section 1, Township 6 North, Range 2 West, Salt Lake Base and Meridian, beginning at a point 265 feet South of the Northeast corner of said Section 1 and running thence South along the East line of said Section 447.1 feet to the North bank of a canal; thence Westerly along the North bank of said canal 219.7 feet, thence North 72°10' West along the North Bank of said canal 525.2 feet; thence North 66°0' West 182.8 feet to the West line of the property now owned by the Grantee; thence North to a point 265 feet South of the North line of said Section 1, thence East to the place of beginning.

19-041-0001, 0060
19-041-0049, 0059
19-041-0005

19-041-0036, 0037, 0058
19-041-0062, 0045,
251 19-042-0016

15-002-0037

A strip of land 66 feet wide, lying 33 feet on each side of adjacent and parallel to the following described centerline:

Beginning at a point on the North line of Harrisville Road, said point being South 88°45' West 33 feet from the East line of Grantor's property, which point is further described as being South 2,134.4 feet more or less and South 88°45' West along the North line of Harrisville Road 550.4 feet more or less from the Northeast corner of Section 1, Township 6 North, Range 2 West, Salt Lake Base and Meridian, and running thence North 3° East, parallel to and 33 feet from the East boundary of the Grantor's property 914.7 feet more or less, thence North 24° West parallel to and 33 feet from the East boundary of Grantor's property 865.9 feet more or less to the South line of the Clifford H. Dabb property.

A part of the Northwest Quarter of Section 6, Township 6 North, Range 1 West, Salt Lake Base and Meridian, United States Survey: Beginning at a point which is South 711.20 feet, and South 89°30' East 94.77 feet from the Northwest corner of the Northwest Quarter of Section 6; thence South 89°31' East 647.20 feet; thence South 00°08' East 267.25 feet; thence North 87°39' East 250.50 feet; thence South 00°32' West 789.00 feet; thence South 88°45' West 347.15 feet; thence South 00°12' West 67.16 feet; thence South 88°45' West 364.26 feet; thence South 88°40' West 179.35 feet; thence North 1138.50 feet to the point of beginning. Containing 21.25 acres.

Beginning at a point located North 89°52' West, 1268.0 feet from the Northeast corner of Section 36, Township 7 North, Range 2 West of the Salt Lake Meridian and which point is the intersection between the West right of way boundary of the Oregon Short Line Railway and the North boundary of Section 36; running thence South 26°12' East along said West right of way boundary 718.8 feet; thence South 89°23' West 289.5 feet; thence North 26°12' West 722.3 feet more or less to point of intersection with the North boundary of Section 36; thence East along said North boundary 291.0 feet more or less to point of beginning. Said parcel lies within Lot 2 of Section 36, Township 7 North, Range 2 West of the Salt Lake Meridian in County of Weber, State of Utah.

Beginning at a point located North 89°52' West 1268.0 feet and South 26°12' East 718.8 feet, which point is the intersection of the North boundary of Lot 3 with the West boundary of the Oregon Short Line Railway right of way; running thence South 26°12' East along said West right of way boundary 504.7 feet; thence South 63°48' West and perpendicular to said right of way boundary 261.1 feet; thence North 26°12' West and parallel to said railway boundary 629.7 feet; thence North 89°23' East 289.5 feet more or less to point of beginning. Said parcel lies within Lot 3 of Section 36, Township 7 North, Range 2 West of the Salt Lake Meridian, in the County of Weber, State of Utah.

15-002-0040
-0041

11-020-0006
-0017 (Part)

19-041-0014
-0077

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FILED AND RECORDED FOR
Weber County
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No Fee

Indexed
Abstracted
Mapped Page

5.

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
Ruth Eames Olsen

DEPOSITS

Karen Randall

no fee

899248

PROTECTIVE COVENANTS

Weber County Industrial Dev. Corp.

STATE OF UTAH
COUNTY OF WEBER

KNOW ALL MEN BY THESE PRESENTS:

RECORDED & INDEXED
 MICROFILMED

That the WEBER COUNTY INDUSTRIAL DEVELOPMENT CORPORATION (hereinafter called the CORPORATION), a Utah Corporation, is the owner of all that certain real property located in Weber County, State of Utah, more particularly described in Exhibit A, attached hereto and herein by reference thereto; and

WHEREAS, it is the desire and intention of the Corporation to develop all of said property as a garden-type industrial park; and

WHEREAS, the Corporation is about to sell, lease, and/or develop the property described in Exhibit A, which it desires to be subject, pursuant to a general plan of improvement, to certain restrictions, conditions, covenants and agreements between it and the several purchasers of said property and between the several purchasers of said property themselves as hereinafter set forth:

NOW, THEREFORE, the Corporation declares that the property described in Exhibit A is held and shall be sold, conveyed, leased, occupied and held subject to the following restrictions, conditions, covenants and agreements between it and the several owners, purchasers and lessees of said property and between themselves and their heirs, successors and assigns:

MUTUAL AND
RECIPROCAL
BENEFITS,
ETC.

I. All of said restrictions, conditions, covenants, and agreements shall be made for the direct, mutual and reciprocal benefit of all of the land on the attached map and shall be intended to create mutual and equitable servitudes upon said land in favor of all other land shown on said map, and to create reciprocal rights and obligations between the respective owners of all of the land shown on said map and to create a privity of contract and estate between the grantees of said land, their heirs, successors and assigns, and shall, as to the owners of said land in said tract, their heirs, successors, and assigns, operate as covenants running with the land for the benefit of all of the land in said Park.

TERMS OF
RESTRICTIONS.

II. Each condition and covenant in the Weber County Industrial Park shall continue until such time as the Corporation, or its successors or assigns, and the owners of a majority of the acreage in the Weber County Industrial Park acting in mutual agreement may by written declaration signed and acknowledged by them and recorded in the Deed Records of Weber County, alter or amend such restrictions, conditions and covenants.

CREATION OF
SPECIAL APPROVAL
COMMITTEE

III. In order to administer and supervise the restrictions herein and to give the approvals required, authority is hereby granted to the Executive Board of the Weber County Industrial Development Corporation to appoint an Industrial Park Review Board consisting of not less than five and not more than nine members. This Review Board to serve at the pleasure of the Executive Board and shall include representatives of industries sited in the Industrial Park.

The Review Board shall be required to review and approve the proposed use of each parcel of land, the architectural drawings of the buildings, site and landscaping proposed for each site, and any variances deemed necessary; keeping in mind the broad outlines of the purpose of the Industrial Park.

The Review Board shall have all powers necessary to approve land use and plans on behalf of the Corporation and to enforce their decisions in accordance with the Covenants as outlined herein.

Formal approval of land use site plans by the Weber County Planning Commission for obtaining building permits is required. All site plans shall comply with the provisions outlined by the Weber County Zoning Ordinance.

PERMITTED
AND
CONDITIONAL USES.

- IV. The purpose of the Weber County Industrial Park is to create a wholesome environment for the conducting of selective manufacturing and marketing enterprises which do not create a hazard or are not offensive due to appearance or to the emission of noxious odors, smoke or noise, and to promote research laboratories and regional office facilities. Retail services shall be allowed but shall be limited to sales of goods and services reasonably required for the convenience of occupants of the Park, such as restaurants, drug store and medical facility, barber and beauty shop, clothes repair and cleaning, banks, post office, and automobile service stations. Such land uses either permitted or conditional shall first be approved by the Planning Committee and the Weber County Planning Commission.

PROHIBITED
USES.

- V. No portion of the property may be occupied by any of the following uses:
- (1) Residential purposes, except for a watchman's dwelling which is attached to a particular enterprise authorized in the area.
 - (2) Manufacture, storage, distribution or sale of explosives.
 - (3) Storage in bulk of junk, wrecked autos or other unsightly or second hand materials.
 - (4) No portion of the premises or any portion thereof of any building or structure thereon at any time shall be used for the manufacturing, storage, distribution or sale of any products or items which shall increase the fire hazard of adjoining property; or for any business which constitutes a nuisance or causes the emission of odors, smoke or gas injurious to the products manufactured or stored on adjoining premises; or which emit noise or vibrations which will injure the reputation of said premises or the neighboring property, or for any use which is in violation of the laws of Weber County and the State of Utah.

YARD SPACES

- VI. All buildings which may be erected on any of the property contained in the Weber County Industrial Park shall maintain the following yard requirements:
1. Front Yards. Buildings shall not be nearer than 30 feet to the street property line on streets of less than 80 feet in width. Buildings shall not be nearer 50 feet to the street property line on

streets of 80 feet or more in width
(Rulon White Blvd.).

2. Side Yards. Buildings shall not be nearer than 15 feet from any side property line separating the lands of different owners, except 30 feet where side yard on a corner lot is facing a street.
3. Rear Yard. No rear yard restrictions.
4. No building shall be closer than 40 feet to any other building on an adjacent property of a different owner.
5. No more than 50% of the property area of any owner shall be covered by building.

Within the required set back area from the streets, there shall be maintained on each site only paved walks, paved driveways, lawns and landscaping. At least one-half of the surface of the required setback area from the streets shall be maintained in lawns and landscaping.

LOADING DOCKS

- VII. There shall be maintained on each site facilities for truck turning, parking, loading and unloading sufficient to serve the business conducted thereon without using adjacent streets or the 30/50 feet front set back area thereof. Loading docks are restricted to the area behind the 30/50 foot front set back line.

PARKING
REQUIREMENTS

- VIII. No parking will be permitted on any of the streets in the Weber County Industrial Park.

It is the responsibility of the property owners, their successors and assigns to provide such parking facilities as needed on their own property. Minimum requirements are as follows:

- (1) One parking space for every vehicle used in conducting the business, plus one parking space for every 1.5 employees working on the highest shift plus sufficient visitor parking.
- (2) One square foot of parking area for each square foot of building area. If this requires more land area than required under item (1), then only that amount of area need be paved to meet the requirements of item (1).
- (3) Space for visitor parking may be provided in the front of buildings provided that the parking area is not closer than 20 feet to the street curb line, and that the area between the street and the parking area is attractively landscaped and the parking area is restricted for visitor parking only.
- (4) All parking areas must be paved with a year around surface of asphalt or concrete and adequately drained.
- (5) While as a general rule, parking and truck loading facilities are to be located at the side or rear of buildings, necessary parking and loading in the front will be permitted when visually screened by landscaping and other appropriate screening arrangements.

BUILDING AND
CONSTRUCTION
REQUIREMENTS

- IX. Any building erected on the property shall be of masonry construction, tilt-up concrete, precast concrete or equal material. Should any building be constructed of plain concrete blocks, tile blocks or tile brick, the front and sides to a minimum depth of three feet must be finished with face brick or their equivalent, or better, as determined by the Review Board. The exterior finish of the remaining side and rear walls must be common or face brick, or concrete block, or their equivalent, or better, as determined by the Review Board. All other types of construction must first be submitted to and have the written approval of the Review Board.

Renderings of drawings, specifications and samples of materials proposed for use in the construction or alteration of any building, sign, loading dock, parking facility and landscape planting must first be submitted to and have the written approval of the Review Board.

The placement on the building roofs of unsightly items such as cooling towers, mechanical equipment, etc. which would have an adverse affect upon the aesthetics of the building and the Industrial Park will not be allowed.

No plant effluents shall be discharged into the sanitary sewer or storm drains which contain any material which would be harmful to the sewer lines, the sewage treatment plant structure, interfere with the normal sewage processing action, or create a danger to workmen maintaining the sewer lines and sewage treatment plants. All effluents discharged into the sanitary

sewer lines shall meet the requirements of the Central Weber Sanitary Sewer District ordinances, in addition to these covenants.

The Review Board shall review the proposed use of the property and shall reserve the right to refuse to approve any plan for a use which, in the judgment of the Review Board, is not in keeping with the stated purposes of the Weber County Industrial Park. Where a proposed development could become offensive, the Review Board shall have the right to require special equipment or special design features to overcome such conditions.

STORAGE

- X. No land or buildings shall be used so as to permit the keeping of articles, goods or materials in the open exposed to public view. When necessary to store or keep such materials in the open, the lot or area shall be fenced with a screening fence at least 6 feet in height and high enough to fully screen the material from view of the public as viewed from the streets. Said storage shall be limited to an area at least 30 feet behind the front building line.

SIGNS

- XI. All signs proposed to be placed within the Industrial Park shall be subject to the approval of the Committee and shall conform to the following general requirements:
- (1) No billboards or outdoor advertising bases will be permitted.
 - (2) A single sign or nameplate shall be allowed on the front of each facility (facing a street), advertising only the name, product or service of the occupant.

- (3) Signs attached to buildings shall project not more than 16 inches beyond the face of the building nor project above the parapet or eaves of the buildings. The face of the sign shall be parallel to the face of the building.
- (4) Total size of sign is limited to 25 square feet or one square foot for each lineal foot of the street frontage of the building, whichever is larger.
- (5) Signs may be independently seated in the front of the building if they are architecturally designed to add to the aesthetic appearance of the building and property.
- (6) Floodlighting of signs at night is acceptable but the use of animated or flashing signs is prohibited.

LANDSCAPING
AND
MAINTENANCE

XII. "Green" treatment of the site may be in the form of grass lawns and ground covers, shade trees, in parking areas, street trees, plantings in areas used as dividers and in areas otherwise unuseable. Landscaped treatment includes the use of walls, screenings, terraces, fountains, pools and other water arrangements.

Lawn and shrubs shall be planted in the area between the street curb line and the building. Consideration shall be given to the use of trees and plantings in and around parking lots to relieve asphalt monotony.

The owners or tenants of the developed land in the Industrial Park must at all times keep

the premises, buildings and improvements, including all parking and planting areas, in a safe, clean and wholesome condition. All areas of the property not covered by improvements shall be kept free from weeds. They shall comply in all respects with all government, health, police and fire department requirements. Any owner or tenant shall remove at his own expense any rubbish of any character accumulated on his property and will at all times keep shrubs and lawns properly trimmed and watered and the exterior of all buildings in an attractive condition.

TIME
LIMITATION
ON
CONSTRUCTION

XIII. If; after the expiration of two years from the date of a sales or lease contract or other disposition on any property within the Weber Industrial Park any purchaser shall not have begun in good faith a construction of an acceptable building upon any portion of said property, the Weber County Industrial Development Board retains the option to refund the purchase price or lease deposit and enter into possession of said land. At any time, the Board may extend in writing the time in which such building may be begun.

It is understood and agreed that said conditions and restrictions shall operate as covenants running with the land and that a breach or violation thereof may be enjoined, abated or remedied by appropriate proceedings by the said Weber County Industrial Development Board, and/or other owners of said lots or parcels of land in the Park or their heirs, successors, assigns, or bonafide purchasers under contract.

Invalidation of any of the foregoing Restrictive Covenants shall not affect the validity of any other of such covenants, but the same

shall remain in full force and effect.

Dated this 13th day of December, 1983.

WEBER COUNTY INDUSTRIAL DEVELOPMENT CORPORATION

BY Roderick H. Browning
Roderick H. Browning, President

ATTEST:

Lynwood Islaub
Lynwood Islaub, Secretary

State of Utah)
County of Weber)

On the 13th day of December, 1983, personally appeared before me Roderick H. Browning and Lynwood Islaub, who being by me duly sworn did say that they are the President and Secretary respectively of Weber County Industrial Development Corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and each of them acknowledged to me that said corporation executed the same.



Madison D. Lee
Notary Public
Residing at Quaden, Utah

My Commission expires
March 29, 1986

EXHIBIT A

A part of Section 1, Township 6 North, Range 2 West, part of Section 6, Township 6 North, Range 1 West, part of Section 31, Township 7 North, Range 1 West and part of Section 36, Township 7 North, Range 2 West, Salt Lake Base and Meridian, U. S. Survey: Beginning at a point which is North 89°01' East 2711.83 feet along the Section line and South 0°26' East 33.00 feet from the Northwest corner of said Section 36, said point is also North 89°52' West 2632.1 feet along the section line and South 0°26' East 33.00 feet from the Northeast corner of said Section 36, running thence South 89°52' East 1106.51 feet, thence South 26°12' East 1315.91 feet, thence North 63°48' East 261.10 feet to the West line of the Oregon Short Line Railroad right of way, thence five courses along said West line as follows: South 26°12' East 4105.45 feet, South 38.5 feet, South 26°12' East 690.0 feet, North 89°43' West 36.87 feet, and South 26°12' East 747.16 feet to the North bank of the Harrisville Canal, thence four courses along said North bank as follows: South 88°21'45" West 807.70 feet, North 88°32' West 1187.58 feet, North 69°40'15" West 777.79 feet and North 78°38'24" West 1105.02 feet to the East right of way line of the Salt Lake Pipeline Company, thence four courses along said East line as follows: North 18°45'22" West 2877.54 feet, North 18°32'51" West 1254.06 feet, North 18°15'40" West 851.09 feet and North 18°27'28" West 866.61 feet to the South line of 2700 North Street, thence two courses along said South line as follows: Easterly along the arc of a 1877.10 foot radius curve to the right 255.5 feet more or less and North 89°01' East 1086.26 feet to the point of beginning. Contains 430.8 acres.

19-043-0074
19-043-0075
19-043-0076
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19-043-0081
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PN 3216942
September 10, 1984
Page 1

935490

Utah Corporation
7/84

26.00

PLATED
ENTERED

VERIFIED

MICROFILMED

DOUG GRANT'S
WEBER COUNTY RECORDER

DEPUTY *Steady, Ruckert*

APR 22 11 13 AM '85

FILED AND RECORDED FOR

UTAH POWER & LIGHT COMPANY

Utah Power & Light

EASEMENT

1R.

OGDEN INVESTMENTS NORTH, a Partnership, doing business in the State of Utah, Grantor, hereby conveys and warrants to UTAH POWER & LIGHT COMPANY, a corporation, its successors in interest and assigns, Grantee, for the sum of One (\$1.00) Dollar and other valuable consideration, a perpetual easement and right of way for the erection, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of the electric transmission and distribution circuits of the Grantee, and Two poles and no guy anchors, with the necessary guys, stubs, crossarms, braces, and other attachments affixed thereto, for the support of said circuits, on, over, under, and across a tract of land located in Weber County, Utah, a right of way 40 feet in width being 20 feet westerly or to the west boundary line and 20 feet easterly of the following described survey line:

19-060-0012
Beginning on the northerly boundary line of the Grantor's land at a point 30 feet north and 70 feet east, more or less, from the northwesterly corner of Lot 11, Plat "A," Weber Industrial Park, thence S.17°35' E. 605 feet, more or less, to the southerly boundary line of said land being in said Lot 11 and being in the NE 1/4 of the SW 1/4 and the NW 1/4 of the SE 1/4 of Section 36, T.7 N., R.2 W., S.L.M., containing 0.56 of an acre, more or less.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and

BOOK 1466 PAGE 763

all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation, or enjoyment of this easement.

WITNESS the hand of the Grantor this 11th day of September, 19 84
OGDEN INVESTMENTS NORTH Company
By [Signature] General Partner

STATE OF UTAH,)
COUNTY OF Nebo) ss.

On the 11th day of September, 19 84, personally appeared before me, George E. Hall, who being by me duly sworn did say that he is the General Partner of Ogden Investments North, a Partnership, and that said instrument was signed in behalf of said Partnership by authority of _____ and said _____ acknowledged to me that said Partnership executed the same.



Commission expires:

George E. Hall
Notary Public

Description Approved GRHO Residing at _____
Form & Execution Approved _____ File No. _____

BANK 1466 PAGE 764

Consent to granting the foregoing easement.
BANK OF UTAH

BY: [Signature] V.P.

[Signature]
HARRY W. MOSHER
[Signature]
DRUCILLA M. MOSHER

DATED SEPTEMBER 11, 1984

DATED SEPTEMBER 11, 1984

EASEMENT TO USE DISTRIBUTION SYSTEM

WEBER-BOX ELDER CONSERVATION DISTRICT, a corporation of the County of Weber, State of Utah, GRANTOR, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged and for the consideration of an agreement dated August 13, 1987, with the State of Utah, acting through the BOARD OF WATER RESOURCES, GRANTEE, for the construction of a secondary irrigation system does hereby grant and assign to the State of Utah, acting through the BOARD OF WATER RESOURCES, an easement to use the existing water distribution system of canals, ditches, pipelines and all appurtenant works and facilities of the WEBER-BOX ELDER CONSERVATION DISTRICT in Sections 23, 24, 26, 27, 28, 35, and 36, T7N, R2W, Sections 17 and 28, T7N, R1W, Sections 1 and 2, T6N, R2W, and Section 6, T6N, R1W, SLB&M.

WITNESS, the hand of the GRANTOR, this 13 day of August, 1987.

WEBER-BOX ELDER CONSERVATION DISTRICT

ATTEST:

Lee Ann Fuller
Secretary

Leslie E. Randall
President

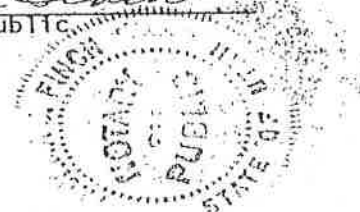
E# 1406843/BK 1806 PG2925
DOUG CROFTS, WEBER COUNTY RECORDER
17-MAY-96 946 AM FEE \$1.00 DEP PL
REC FOR STATE OF UTAH WATER RESOURCES

STATE OF UTAH)
County of Weber) ss.

On the 13 day of August, 1987, personally appeared before me Leslie E. Randall and Lee Ann Fuller who being by me duly sworn, did say that they are the President and Secretary, respectively, of the WEBER-BOX ELDER CONSERVATION DISTRICT, and that the said instrument was signed in behalf of said corporation by authority of a resolution of its stockholders, and said Leslie E. Randall and Lee Ann Fuller acknowledged to me that said corporation executed the same.

Norma J. Finch
Notary Public

My Commission Expires: 6-16-91



14 District

RIGHT-OF-WAY AND EASEMENT GRANT
UT 18650

INTERMOUNTAIN INDUSTRIAL PARK, L.L.C., A Utah Limited Liability Company, "Grantor", does hereby convey and warrant to MOUNTAIN FUEL SUPPLY COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities (hereinafter collectively called "facilities") said right-of-way being situated in the County of Weber, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 36, Township 7 North, Range 2 West, Salt Lake Base and Meridian;

19-060-0012 ABST ONLY

Beginning at a point on the Southeast Corner of Lot 11, Weber Industrial Park, Plat A, Weber County, Utah; thence South 65°08'31" West 734.12 feet; thence North 18°45'22" West 16.09 feet; thence North 65°08'31" East 450.87 feet; thence North 24°40'01" West 584.01 feet; thence North 65°08'31" East 16.00 feet; thence South 24°40'01" East 584.00 feet; thence North 65°08'31" East 265.55 feet; thence South 24°51'29" East 16.00 feet to the point of beginning;

TO HAVE AND TO HOLD the same unto said Mountain Fuel Supply Company, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to maintain, operate, repair, inspect, protect, remove and replace the same. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. Grantor(s) shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the facilities or any other rights granted to Grantee hereunder.

Grantor(s) shall not build or construct, nor permit to be built or constructed, any building or other improvement over or across said right-of-way, nor change the contour thereof, without written consent of Grantee. This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor(s) and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

Site Name: N/A

PCS Site Agreement

Site I. D.: 106/236-C

Memorandum of PCS Site Agreement

FD-1422

This memorandum evidences that a lease was made and entered into by written PCS Site Agreement dated 5/3, 1996 between Intermountain Industrial Park, L.L.C., a Utah limited liability company ("Owner") and Sprint Spectrum L.P., a Delaware limited partnership ("SSLP"), the terms and conditions of which are incorporated herein by reference.

Such Agreement provides in part that Owner leases to SSLP a certain site ("Site") located at 2331 North Rulon White Boulevard, City of Ogden, County of Weber, State of Utah within the property of Owner which is described in Exhibit A attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on 5/3, 1996, which term is subject to four (4) additional five (5) year extension periods by SSLP.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

"OWNER"

Intermountain Industrial Park, L.L.C., a Utah limited company

By: Frank Kuba

Name: Frank Kuba

Title: Member

Address: 2331 North 1350 West
Ogden, Utah 84404

See Exhibit B1 for continuation of Owner signatures

"SSLP"

Sprint Spectrum L.P., a Delaware limited partnership

By: Dennis Paschke

Name: DENNIS PASCHKE

Title: DIRECTOR

Address: 1105 W. 2400 S., Ste A
SLC, UT 84119

Attach Exhibit A - Site Description

E# 1444791 BK1838 PG2533
DOUG CROFTS, WEBER COUNTY RECORDER
11-DEC-96 11:11 AM FEE \$16.00 DEP FL
REC FOR: FOUNDERS.TITLE

EXHIBIT A*

Site Name: N/A

Site Description

Site I. D.: 106/236-C

Site situated outside the Incorporated City of Ogden, County of Weber, State of Utah, commonly described as follows: 2331 North Rulon White Boulevard.

Legal Description: An approximate 900 square foot area within:

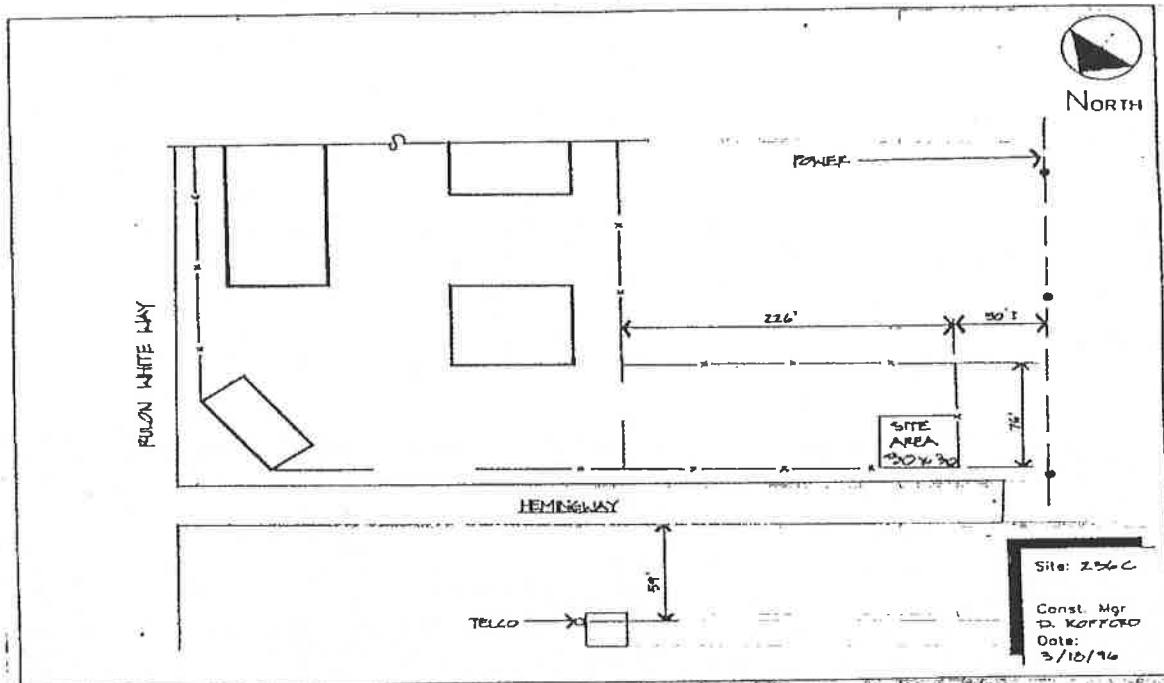
Lot 11, WEBER INDUSTRIAL PARK, PLAT "A", Weber County, Utah, described as follows:

BEGINNING at the Northeast corner of said Lot 15, and running thence South 24°51'29" East 60 feet; thence South 65°08'31" West 363 feet; thence South 24°51'29" East 240 feet; thence South 65°08'31" West 403.19 feet; thence North 18°45'22" West 301.71 feet; thence North 65°08'31" East 734.12 feet to the point of BEGINNING.

Sketch of Site:

19-065-0001

19-065-0001



Owner Initials AS

SSLP Initials OV

E: 1444791 BK1838 PG2534

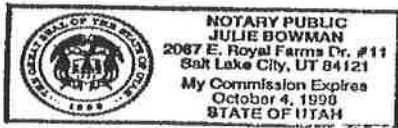
Note: Owner and SSLP may, at SSLP's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

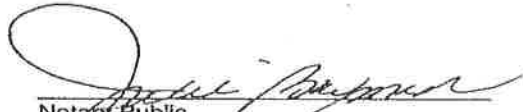
*[Use this Exhibit A for PCS Site Agreement, Memorandum of PCS Site Agreement, Option Agreement and Memorandum of Option Agreement.]

ACKNOWLEDGMENT

STATE OF UTAH)
)
COUNTY OF _____) : ss.
)

On the 25th day of April, 1996 personally appeared before me, a notary public, Frank Kuba, being duly sworn, and, who is personally known to me or otherwise proved his identity, and stated that he is the Member of Intermountain Industrial Park, L.L.C., a Utah limited liability company, that executed the above and foregoing instrument and that said instrument was signed on behalf of said company by lawful authority and said person acknowledged to me that said company executed the same.




Notary Public

SPRINT SPECTRUM L.P. NOTARY BLOCK:

STATE OF Utah
COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 3rd day of May, 1996, by Dennis Paehle, MTA Director of Sprint Spectrum, L.P., a Delaware limited partnership, who executed the foregoing instrument on behalf of such limited partnership.



[Signature]
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC - STATE OF Utah

Kelly A. Richter
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

My commission expires:

January 30, 2000

□

IN WITNESS RECORDED AT THE REQUEST OF AND
WHEN RECORDED, RETURN TO:

Sprint Sites USA
C/O Mericom Corporation
4700 Northgate Blvd., Suite 160
Sacramento, CA 95834



W1812241

-----Space above this line for County Recorder-----

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this 16 day of April, 2001, by and between Intermountain Industrial Park L.L.C., a Utah limited liability company, with an address of 2130 N 1350 W., Ogden, UT 84404 (hereinafter referred to as "OWNER"), and Sprint Spectrum Realty Company, a Delaware limited partnership, with an office at 4457 Willow Road, Suite 202, Pleasanton, California 94588 (hereinafter referred to as "SSLP").

1. Owner, or Owner's predecessor(s) in interest, and Sprint Spectrum Realty Company, L.P. (SSLP's predecessor in interest and hereinafter referred to as "Lessee"), entered into a PCS Site Agreement ("Agreement") on May 3, 1996, for the purpose of installing, removing, replacing, maintaining and operating a personal communications service system facility. All of the terms and conditions of the Agreement are incorporated herein by reference.
2. SSLP is now the owner and holder of all of the Lessee's rights to the Agreement.
3. The term of the Agreement ("Initial Term") is five (5) years, commencing on a date ("Commencement Date") as defined in the Agreement and automatically renews for four (4) additional terms (each "Renewal Term") of five (5) years each pursuant to certain terms and conditions contained in the Agreement.
4. The Agreement has been modified by the following subsequent instruments:
 - a. April 16, 2001
5. The Parcel which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Parcel which is effected by the Agreement, as modified, (the "Site") is described or depicted in Exhibit B annexed hereto and may include certain additional easements, rights and appurtenances.
6. In the event of any inconsistency between this Memorandum and the Agreement, as modified, the Agreement shall control.
7. This Memorandum and the Agreement, as modified, shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns.

SIGNATURES TO FOLLOW

E# 1812241 BK2190 PGS17
DOUG CROFTS, WEBER COUNTY RECORDER
04-DEC-01 815 AM FEE \$18.00 DEP JPM
REC FOR: MERICOM.CORP

WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

OWNER:

Intermountain Industrial Park L.L.C.,
a Utah limited liability company

By: Frank Kuba
Title: President
Date: 16 Apr 2001

By: [Signature]
Title: [Signature]
Date: 16 Apr 01

By: _____
Title: _____
Date: _____

LESSEE:

Sprint Spectrum Realty Company, L.P., a Delaware
limited partnership

By: [Signature]
Title: Bruce Galloway
Dir. Operation's
Date: 4/16/01

E# 1812241 BK2190 PG518

EXHIBIT A

DESCRIPTION OF LAND

This Exhibit "A" is attached to and made a part of that certain Memorandum of Agreement entered into on April 16, 2001, by and between Intermountain Industrial Park L.L.C., a Utah limited liability company as "OWNER" and Sprint Spectrum Realty Company, a Delaware limited partnership as "SSLP".

All that real property situated in the City of Ogden, County of Weber, State of Utah and is more particularly described as follows:

Part of Lot 11, WEEBER INDUSTRIAL PARK PLAT "A", Weber County, Utah, described as follows:

BEGINNING at the Southeast corner of said Lot 11, and running thence South 65°08'31" West 734.12 feet to the West property line as defined by Special Warranty Deed recorded in Book 1089, at Page 48, thence North 18°45'22" West 603.42 feet to the North line of said Lot 11; thence North 65°08'31" East 640 feet; thence Southeasterly along the arc of a 30 foot radius curve to the right 47.12 feet, the long chord of which bears South 69°51'29" East 42.43 feet; thence South 24°51'29" East 570 to the point of BEGINNING.

Commonly known as: 2331 Rulon White Blvd., Ogden, UT 84404

Assessor's Parcel No. or Tax Parcel No.: 19-060-0012

E# 1812241 BK2190 PG519

Initials
JK
CC

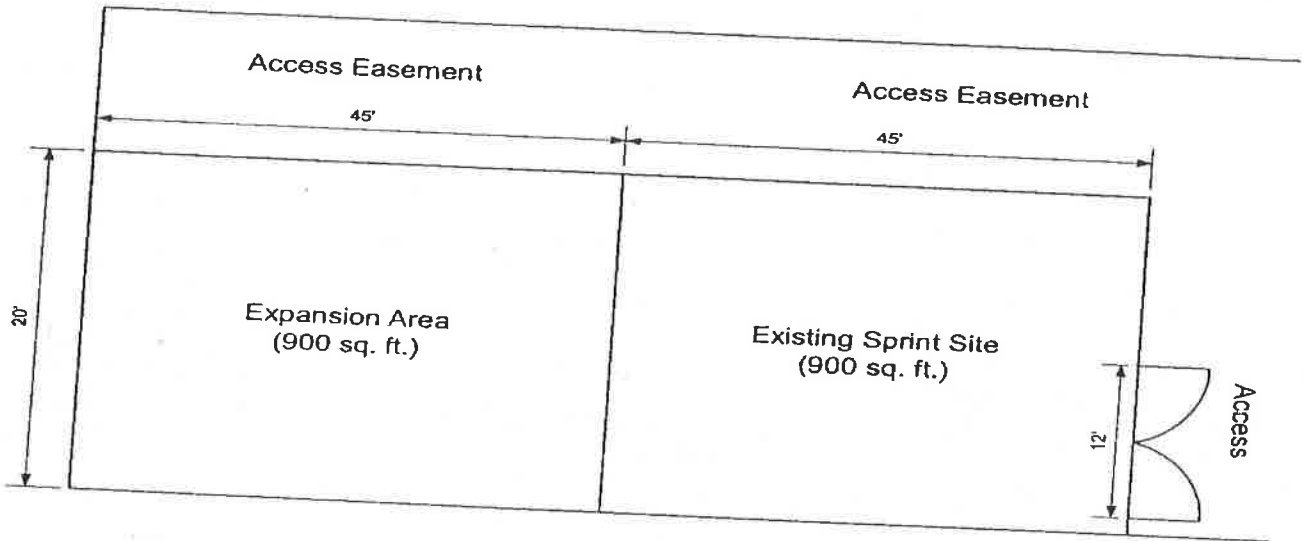
Doc Holiday & Frank Cuba SL03XC106

u

EXHIBIT B
DESCRIPTION OF LAND

This Exhibit "B" is attached to and made a part of that certain Memorandum of Agreement entered into on April 14, 2001, by and between Intermountain Industrial Park L.L.C., a Utah limited liability company as "OWNER" and Sprint Spectrum Realty Company, a Delaware limited partnership as "SSLP".

The Premises and Site are depicted as follows:



**DOC HOLIDAY &
FRANK KUBA
SL03XC106**

Notes:

- This Exhibit may not be to scale and may be replaced by a land survey of the Premises and / or Site once it is received by SSLP.
- Setback of the Site from the Premises' boundaries shall be the distance required by the applicable governmental authorities.
- Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
- The type, number and mounting positions and locations of antennas and transmission lines, if depicted, are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.

Doc Holiday & Frank Kuba.SL03XC106

Initials
JK
FK

E# 1812241 BK2190 P6520

State of Utah

County of Weber

On 4.16.01
(Date)

before me, Melanie Heath Notary Public
(Name and title of officer (e.g. "Jane Doe, Notary Public"))

personally appeared Darval Hilday & Frank Kuba
Name (s) of Signer (s)

personally known to me - OR -

proved to me on the basis of satisfactory evidence to be the person (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

Witness my hand and official seal.

Melanie Heath Notary Public



State of California,
County of Alameda)^{ss.}

On the 10th day of May, A.D. 2001,
Ronnie R. Galloway, who being by me duly sworn, did say, that he/she is the/a member/managing member of Sprint Spectrum, Inc. Limited Liability Company and that within and foregoing instrument was signed in behalf of said Limited Liability Company by authority of its Operating Agreement and the said Ronnie R. Galloway acknowledged to me that said Limited Liability Company executed the same.



Ruth Kim
NOTARY PUBLIC

A.P.N. 19-060-0012 ✓ 2

WHEN RECORDED RETURN TO:

After Recording return to:
Myron Lampkin
Stewart National Title Services
1980 Post Oak Blvd., Suite 610
Houston, TX 77056
RE:



W2424888

E# 2424888 PG 1 OF 11
ERNEST D ROWLEY, WEBER COUNTY RECORDER
20-JUL-09 1003 AM FEE \$30.00 DEP LF
REC FOR: STEWART TITLE

Prepared by:
Lake & Cobb, PLC
1095 W. Rio Salado Pkwy, Suite 206
Tempe, AZ 85281

Space above this line for Recorder's Use

Prior recorded document(s) in Weber County, Utah:
Recorded on December 4, 2001 at Entry 1812241, Book 2190, Page 517

MEMORANDUM OF SECOND AMENDMENT TO
PCS SITE AGREEMENT
AND
RIGHT OF FIRST REFUSAL

This Memorandum of Second Amendment to PCS Site Agreement is made effective this 30 day of October, 2008 by and between INTER MOUNTAIN INDUSTRIAL PARK (IMIP), L.L.C., a Utah limited liability company, a/k/a Intermountain Industrial Park LLC, with a mailing address of 2331 Rulon White Blvd, Ogden, Utah 84404 (hereinafter referred to as "Lessor") and STC FIVE LLC, a Delaware limited liability company, by and through its Attorney In Fact, Global Signal Acquisitions II LLC, a Delaware limited liability company, with its principal offices located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (hereinafter referred to as "Lessee").

1. Lessor and Sprint Spectrum L.P. ("Original Lessee") entered into a PCS Site Agreement dated May 3, 1996, recorded on December 4, 2001 at Entry No. 1812241, Book 2190, Page 517 (the "Original Lease") whereby Original Lessee leased certain real property, together with access and utility easements, located in Weber County, Utah from Lessor (the

30-2

“Site”), all located within certain real property owned by Lessor (“Lessor’s Property”). Lessor’s Property, of which the Site is a part, is more particularly described on Exhibit A attached hereto. The Site is more particularly described on Exhibit B attached hereto.

2. The Original Lease was amended by that certain First Amendment to PCS Site Agreement dated April 16, 2001 (“First Amendment”) (hereinafter the Original Lease and First Amendment are collectively referred to as the “Lease”).

3. STC Five LLC is currently the Lessee under the Lease as successor in interest to the Original Lessee.

4. The Lease had an initial term that commenced on May 3, 1996 and expired on May 2, 2001. The Lease provides for four extensions of five years each, the first and second of which were exercised by Lessee (each extension is referred to as a “Renewal Term”). According to the Lease, the final Renewal Term expires May 2, 2021.

5. Lessor and Lessee have entered into a Second Amendment to PCS Site Agreement (the “Second Amendment”), of which this is a Memorandum, providing for four additional Renewal Terms of five years each. Pursuant to this Second Amendment, the final Renewal Term expires on May 2, 2041.

6. By the Second Amendment, Lessor granted to Lessee the right of first refusal to purchase all, or a portion, of the Lessor’s Property, if, during the Lease Term, Lessor receives an offer from any entity (along with any of its affiliates) that owns and operates towers or other facilities for wireless telecommunications or any entity that is in the business of acquiring Lessor’s interest in ground lease and said entity desires to acquire any of the following interests in all or a portion of the Site: (i) fee title, (ii) a perpetual or other easement, (iii) a lease, (iv) any or all portions of Lessor’s interest in the Lease including but not limited to the Rent or revenue derived therefrom, whether separately or as part of the sale, transfer, grant, assignment, lease or encumbrance of Lessor’s Property or other interest in the Lease, or (v) an option to acquire any of the foregoing. Lessor shall provide written notice to Lessee of said offer (“Lessor’s Notice”). Lessor’s Notice shall include the prospective buyer’s name, the purchase price being offered, the

other terms and conditions of the offer, a due diligence period, the proposed closing date and, if a portion of Lessor's Property is to be sold, a description of said portion. Lessee shall have a right of first refusal to purchase, at its election and on the terms and conditions as in Lessor's Notice (i) a fee simple interest in Lessor's Property (or such lesser portion thereof as is described in Lessor's Notice), (ii) a fee simple interest in the Site or (iii) a perpetual easement for the Site, all on the same terms and conditions as in said offer by Lessor as modified by this section. If the Lessor's Notice is for more than the Site and Lessee elects to purchase in fee or acquire a perpetual easement in only the Site, the terms and condition of said acquisition, including but not limited to the purchase price, shall be the same terms and conditions as in Lessor's Notice but the purchase price shall be pro-rated on an acreage basis. If the Lessor's Notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days after Lessor's Notice, Lessor may sell the property described in the Lessor's Notice to such third person in accordance with the terms and conditions of the offer. If Lessee fails or declines to exercise its right of first refusal, then this Lease shall continue in full force and effect and Lessee's right of first refusal shall survive any such sale and conveyance and shall remain effective with respect to any subsequent offers to purchase the Site or Lessor's Property.

7. The terms, covenants and provisions of the Second Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.

8. This Memorandum does not contain the social security number of any person.

9. A copy of the Second Amendment is on file with Lessor and Lessee.

[Execution Pages Follow]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Lessor and Lessee have caused this Memorandum to be duly executed on the day and year first written above.

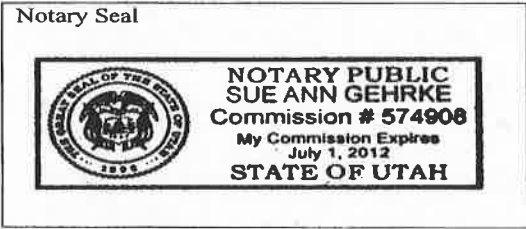
LESSOR:
INTER MOUNTAIN INDUSTRIAL PARK (IMIP), L.L.C., a Utah limited liability company, a/k/a Intermountain Industrial Park LLC

By: Frank Kuba
Print Name: Frank Kuba
Title: President

STATE OF Utah)
COUNTY OF Davis)ss.

On this 24th day of Oct. 2008, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Frank Kuba the President of INTER MOUNTAIN INDUSTRIAL PARK (IMIP), L.L.C., and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.



Sue Ann Gehrke
(Signature of Notary)
My Commission Expires: July 1, 2012

LESSEE:

STC FIVE LLC, a Delaware limited liability company

By: Global Signal Acquisitions II LLC, a Delaware limited liability company
Its: Attorney In Fact *(See Attached)*

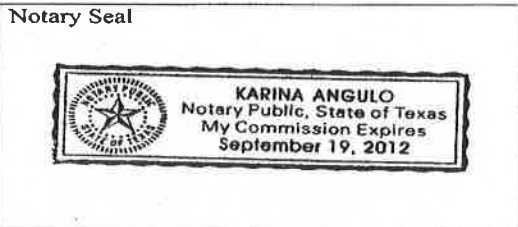
By: Global Signal Services LLC, a Delaware limited liability company
Its: Manager

By: *[Signature]*
Print Name: R.Christopher Mooney
Title: Director - Land Acquisition Operations

STATE OF Texas)
)ss.
COUNTY OF HARRIS)

On this 30 day of October 2008, before me, the subscriber, a Notary Public in and for said State and County, personally appeared R.Christopher Mooney, the Director of GLOBAL SIGNAL SERVICES LLC, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.



[Signature]
(Signature of Notary)
My Commission Expires: 9.19.2012

Attachment A



ATTORNEY-IN-FACT

Network Services

Wireless Sites
6550 Sprint Parkway
Overland Park, KS 66251

June 16, 2005

RE: Confirmation of Certain Authority and Powers of Attorney of Global Signal Acquisitions II LLC (the "Lessee") from STC One LLC, STC Two LLC, STC Three LLC, STC Four LLC, STC Five LLC, STC Six Company (collectively, "Lessor"), Sprint Spectrum L.P., SprintCom, Inc., Sprint Telephony PCS, L.P., American PCS Communications, LLC and Phillieco, L.P. (collectively the "Sprint Collocators") pursuant to those certain Master Leases and Subleases, dated as of May 26, 2005 (collectively, the "Agreement")

To Whom It May Concern:

This letter shall serve as confirmation by Lessor of its grants of certain authority and powers of attorney to Lessee to sublease or operate certain of Lessor's wireless communications tower sites (each a "Site") during the term of the Agreement in accordance with the terms and conditions of the Agreement. The term of the Agreement commenced on May 26, 2005 ("Effective Date") and terminates, unless terminated by Lessor for certain material defaults of Lessee, as more particularly described in the Agreement, on the earlier to occur of (i) May 25, 2037 and (ii) one day prior to the termination of any applicable Site ground lease, as the same may be extended or renewed (the "Term"). The Agreement provides in relevant parts that during the Term:

- 1) Pursuant to Sections 3(b) and 3(c), Lessor granted to Lessee either a sublease interest in a Site (a "Master Lease Site") or exclusive right to operate a Site (a "Pre-Lease Site").
- 2) Pursuant to Section 26(a), "without the consent of Lessor, (i) Lessee may lease, sublease, license or otherwise make available Available Space to Tower Subtenant for the purpose of the installation, operation and maintenance of Communications Equipment . . . subject to the applicable terms of the Agreement."
- 3) Pursuant to Section 4(b), so long as Lessee was not in default under the Agreement, Lessor granted to Lessee a limited power of attorney to "amend, modify, enforce or waive any terms of any Collocation Agreements or enter into new site supplements or site subleases applicable to Pre-Lease Sites or (iv) enter into any collocation agreements, site supplements, or site subleases out for signature on the date hereof or partially executed on the date hereof applicable to Master Lease Sites and Pre-Lease Sites " in accordance with the terms of the Agreement.
- 4) Pursuant to Section 5(a), with respect to each Master Lease Site, Lessor did "transfer, assign and convey over unto Lessee for the Term of the Master Lease Site . . . all of its rights, title and interest in, to or under any Collocation Agreements" and with respect to each Pre-Lease Site Lessor did "delegate all of its respective rights, duties, obligations, and responsibilities under the Collocation Agreements to Lessee for the term as to such Site. . . ."

5) The following defined terms have the following meanings:

"Collocation Agreement" means an agreement, including master leases, between the Sprint Collocators or an affiliate thereof (each a "Sprint Group Member") (prior to the Effective Date hereof) or Lessee (on or after the Effective Date) on the one hand, and a third party not an affiliate of a Sprint Group Member (on the Effective Date) on the other hand, pursuant to which such Sprint Group Member or Lessee, as applicable, rents to such third party space at any Site (including space on a tower at such Site), including all amendments, modifications, supplements, assignments, guaranties, side letters and other documents related thereto.

"Communications Equipment" means, as to any Site, transmitting and/or receiving equipment and other equipment installed at the . . . Site . . . which is used in providing current and future wireless and wireline communication services, including without limitation, switches, antennas, microwave dishes, panels, conduits, flexible transmission lines, cables, radio, amplifiers, filters and other transmission or communications equipment (including interconnect transmission equipment, transmitter(s), receiver(s) and accessories) and such other equipment and associated software as may be necessary in order to provide such wireless and wireline communication services, including without limitation, voice or data. Communications Equipment will include any existing, replaced and upgraded Communications Equipment.

"Tower Subtenant" means, as to any Site, any Person (other than Sprint Collocators who sublease tower space at a Site), which: (a) is a "sublessee" under any Collocation Agreement affecting such Site; or (b) subleases, licenses or otherwise acquires from Lessee the right to use Available Space on such Site.

"Available Space" means, as to any Site, a tower location thereon, a portion of the land thereon, a portion of the Improvements thereon or any other portion, space or area of such Site that is available for lease to or collocation by any Tower Subtenant and all rights appurtenant to such portion, space or area.

Lessor and Lessee hereby certify that the foregoing is true and correct. If you have any questions regarding this letter, please contact the Collocation Department at Global Signal, 301 North Cattlemen Road, Suite 300, Sarasota FL 34232 at 941-364-8886. Thank you

Sincerely,

Lessor:

~~STC One LLC~~

By: 

Name: Don R. Mueuer

Title: Assistant Vice President

~~STC Two LLC~~

By: 

Name: Don R. Mueller

Title: Assistant Vice President

Lessee:

Global Signal Acquisitions II LLC

By: 

Name: _____

Title: Orerson G. McMullen
Executive Vice President
General Counsel and Secretary

STC Three LLC

By: 

Name: Don R. Mueller

Title: Assistant Vice President

STC Four LLC

By: 

Name: Don R. Mueller

Title: Assistant Vice President

STC Five LLC

By: 

Name: Don R. Mueller

Title: Assistant Vice President

STC Six Company

By: 

Name: Don R. Mueller

Title: Assistant Vice President

Sprint Spectrum LP

By: 

Name: Don R. Mueller

Title: Assistant Secretary

SprintCom, Inc

By: 

Name: Don R. Mueller

Title: Assistant Secretary

Sprint Telephony PCS, L.P.

By: 

Name: Don R. Mueller

Title: Assistant Secretary

American PCS Communications, Inc.

By: 
Name: Don R. Mueller

Title: Assistant Secretary

PhilleCo, L.P.

By: 
Name: Don R. Mueller

Title: Assistant Secretary

EXHIBIT A
(Legal Description of Lessor's Property)

Site situated outside the incorporated City of Ogden, County of Weber, State of Utah, described as follows:

Part of Lot 11, WEBER INDUSTRIAL PARK, PLAT "A", Weber County, Utah, described as follows: Beginning at the Southeast corner of said Lot 11, and running thence South 65°08'31" West 734.12 feet to the West property line as defined by Special Warranty Deed recorded in Book 1089, at Page 48; thence North 18°45'22" West 603.42 feet to the North line of said Lot 11; thence North 65°08'31" East 640 feet; thence Southeasterly along the arc of a 30 foot radius curve to the right 47.12 feet, the long chord of which bears South 69°51'29" East 42.43 feet; thence South 24°51'29" East 570 to the point of Beginning.

19-060-0012 ✓

Site Name: Doc Holliday & Frank Kuba
Business Unit #: 880522

EXHIBIT B
(Legal Description of the Site)

SITE AREA: Pt 19-060-0012 ✓

A PART OF WEBER INDUSTRIAL PARK PLAT "A"

LOCATED IN THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, STATE OF UTAH.

BEGINNING AT A POINT WHICH IS SOUTH 24°51'29" EAST 304.26 FEET ALONG A STREET MONUMENT LINE AND WEST 451.76 FEET FROM A BRASS CAP STREET MONUMENT AT THE INTERSECTION OF RULON WHITE BOULEVARD (1500 WEST STREET) AND HEMINGWAY STREET (2350 NORTH STREET) AND RUNNING THENCE SOUTH 65°14'19" WEST 45.00 FEET; THENCE NORTH 25°02'56" WEST 20.00 FEET; THENCE NORTH 65°14'19" EAST 45.00 FEET; THENCE SOUTH 25°02'56" EAST 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 900 SQ. FT. OR 0.021 ACRES (AS DESCRIBED)

ACCESS EASEMENT AREA: Pt 19-060-0012 ✓

A PART OF WEBER INDUSTRIAL PARK PLAT "A"

LOCATED IN THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, STATE OF UTAH.

A 12 FOOT WIDE ACCESS EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS BEING 6 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT WHICH IS SOUTH 24°51'29" EAST 304.26 FEET ALONG A STREET MONUMENT LINE AND WEST 451.76 FEET AND NORTH 25°02'56" WEST 6.00 FEET FROM A BRASS CAP STREET MONUMENT AT THE INTERSECTION OF RULON WHITE BOULEVARD (1500 WEST STREET) AND HEMINGWAY STREET (2350 NORTH STREET) AND RUNNING THENCE NORTH 64°57'04" EAST 20.00 FEET; THENCE NORTH 12°54'19" EAST 67.63 FEET; THENCE NORTH 64°55'20" EAST 99.36 FEET; THENCE NORTH 24°26'43" WEST 52.85 FEET, MORE OR LESS, TO THE CENTERLINE OF HEMINGWAY STREET (2350 NORTH STREET) AND TERMINATING.

CONTAINS: 2878 SQ. FT. OR 0.066 ACRES (AS DESCRIBED)

Recording requested by and when
recorded mail to: Terry Barnett
Stewart Title Guaranty - NTS
1980 Post Oak Blvd. #610
Houston, TX 77056
NTS# 1133176 ✓

Record 1st
THIS INSTRUMENT WAS PREPARED OUT OF STATE BY:

Traci S. Jackson
Singleton Cooksey PLLC
Attorneys at Law
6363 Woodway, Suite 600
Houston, Texas 77057

APN - 19-060-0012

Cross-References: Instrument Number 1812241 and
Instrument Number 2424888
Real Property Records of Weber County, Utah



W2555715

E# 2555715 PG 1 OF 13
ERNEST D. ROWLEY, WEBER COUNTY RECORDER
27-Dec-11 12:39 PM FEE \$36.00 DEP SY
REC FOR: BONNEVILLE SUPERIOR TITLE COMPANY
ELECTRONICALLY RECORDED

160359

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

GRANT OF EASEMENT AND ASSIGNMENT OF LEASE

Facilities:	BU#880522
Street Address:	2331 Rulon White Boulevard
City:	Ogden
County:	Weber
State:	Utah

between

Tower Ventures REIT, Inc.,
a Maryland corporation ("Tower Ventures")

and

Intermountain Industrial Park LLC,
a Utah limited liability company ("Grantor")

Site Name: Doc Holliday & Frank Kuba
BU#: 880522

**GRANT OF EASEMENT AND
ASSIGNMENT OF LEASE**

THIS GRANT OF EASEMENT AND ASSIGNMENT OF LEASE (the "Easement") is made this 20th day of December 2011, by and between Intermountain Industrial Park LLC, a Utah limited liability company, having a mailing address of 2331 Rulon White Boulevard, Ogden, Utah 84404 ("Grantor") and Tower Ventures REIT, Inc., a Maryland corporation, with a mailing address of 4091 Viscount Avenue, Memphis, Tennessee 38118 ("Tower Ventures").

1. Description of Grantor's Property.

Grantor is the owner of that certain land and premises in Ogden, County of Weber, State of Utah, by grant or conveyance described in the Public Records of Weber County, Utah at Official Records Book 1797, Page 72, the description of said property is attached hereto as Exhibit "A" (hereinafter "Grantor's Property").

2. Description of Easement. For good and valuable consideration, more specifically set out in Section 6 hereof, the receipt and sufficiency of which the parties hereby acknowledge, Grantor grants and conveys unto Tower Ventures, its successors and assigns, forever, an exclusive, perpetual easement for the use of a portion of Grantor's Property, that portion being described as: (i) a 45 feet by 20 feet parcel within Grantor's Property (the "Easement Area"), as such Easement Area is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C" attached hereto; (ii) an additional parcel approximately twenty (20) feet in width running the length of and adjacent to the Easement Area ("Additional Area"), as more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C" attached hereto; and (iii) the portion of Grantor's Property leased by Grantor under any existing leases, including, without limitation, the Lease Agreement (hereinafter defined) and the portion of Grantor's Property upon which any towers, antennas, buildings, fences, gates, generators and related facilities are located on the date of this Easement (the "Existing Facilities Area"). The Grantor also grants to Tower Ventures, its successors and assigns, as part of this Easement, a non-exclusive, perpetual right-of-way for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, along a twelve (12) foot wide right-

of-way extending from the nearest public right-of-way, together with the right to install, replace and maintain utility wires, poles, cables, conduits and pipes (the "Access Easement"), as is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C" (hereinafter the term "Easement Area" shall be deemed to also include the Additional Area, the Existing Facilities Area and the Access Easement unless stated to the contrary). In the event Tower Ventures or any public utility is unable or unwilling to use the above-described Access Easement, Grantor hereby agrees to grant an additional right-of-way, in form satisfactory to Tower Ventures, to Tower Ventures or at Tower Ventures' request, directly to a public utility, at no cost and in a location acceptable to Tower Ventures (the "Additional Access Easement"). For any such Additional Access Easement to be effective, such easement shall be recorded among the Public Records of Weber County, State of Utah. Also, Grantor hereby grants to Tower Ventures, its successors and assigns a non-exclusive construction and maintenance easement over any portion of Grantor's Property that is reasonably necessary, in Tower Ventures' discretion, for any construction, repair, maintenance, replacement, demolition and removal related to the Permitted Use (defined below), and Tower Ventures shall restore such portion of Grantor's Property to its original condition after its use of the construction and maintenance easement.

3. Easement Area. The Easement Area shall be used for constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment (including utility wires, poles, fiber optics, cables, conduits and pipes) and uses incidental thereto for Tower Ventures' use and the use of its lessees, licensees, and/or sub-easement holders (the "Permitted Use"). It is the intent of the parties that Tower Ventures' communications facilities shall not constitute a fixture. Grantor acknowledges that Grantor has no right to object to or approve any improvements to be constructed by Tower Ventures on the Easement Area. If requested by Tower Ventures, Grantor will execute, at Tower Ventures' sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Easement Area, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tower Ventures in Tower Ventures'

absolute discretion to utilize the Basement Area for the Permitted Use. Grantor agrees to be named applicant if requested by Tower Ventures. In furtherance of the foregoing, Grantor hereby appoints Tower Ventures as Grantor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Grantor's behalf. Grantor shall be entitled to no further consideration with respect to any of the foregoing matters. Grantor shall take no action that would adversely affect the status of the Easement Area with respect to the Permitted Use. Grantor agrees not to grant to any other party an easement, lease, license or other right to use all or any part of the Grantor's Property for the Permitted Use without Grantee's consent.

4. Perpetual Easement. This Easement and Tower Ventures' rights and privileges hereunder shall be perpetual and may be terminated only as provided for herein.

5. Tower Ventures' Right to Terminate. Tower Ventures shall have the unilateral right to terminate this Easement for any reason. Said termination shall be effective upon Tower Ventures providing written notice of termination to Grantor. Upon termination of this Easement, this Easement shall become null and void and all of the parties shall have no further obligations to each other. Upon termination of this Easement, Tower Ventures shall, within a reasonable time, remove its building(s), tower and above ground property and restore the surface of the Easement Area to its original condition, reasonable wear and tear excepted.

6. Consideration; Revenue Share; Adjustments.

(a) Tower Ventures shall pay to Grantor as consideration for this grant the amount of Fifty-Six Thousand Six Hundred and No/100 Dollars (\$56,600.00) on or before the date of this Easement.

(b) In addition to the consideration set forth in Section 6(a) above, Tower Ventures will pay to Grantor a revenue share ("Revenue Share") in the amount of seventy-five percent (75%) of the rental, license or similar payments in excess of the Base Rental Rate (hereinafter defined) actually received by Tower Ventures from existing and/or new lessees, licensees, and/or sub-easement holders ("Customers") located in the Additional Area. For purposes of calculating the Revenue Share, the amounts of payments received by Tower Ventures shall not include any reimbursement from Customers

of taxes, construction costs, installation costs, utilities, or other expenses incurred by Tower Ventures. The Revenue Share will be paid by Tower Ventures within thirty (30) days after receipt of said payment by Tower Ventures. Tower Ventures shall have no obligation for payment to Grantor of such share of rental, license or other similar payments if not actually received by Tower Ventures. Non-payment of such rental, license or other similar payment by a Customer shall not be a default under this Easement. Tower Ventures shall have sole discretion as to whether, and on what terms, to grant a sub-easement, license or otherwise allow occupancy of the Easement Area, and there shall be no express or implied obligation of Tower Ventures to do so. "Base Rental Rate" shall mean Five Hundred Sixty-Six and No/100 Dollars (\$566.00) per month, which amount shall be increased every five years by fifteen percent (15%), commencing on May 3, 2016.

(c) Tower Ventures' obligation to pay Revenue Share to Grantor pursuant to this Easement is expressly subject to the condition that at any point from and after the date hereof, Tower Ventures shall have received the full cumulative amount of the Base Rental Rate as and when it was due and payable. Accordingly, the parties agree that if at any time following the date hereof, the rental, license, or similar payments actually received by Tower Ventures are less than the Base Rental Rate, then Tower Ventures shall retain all such rental, license, or similar payments received until such time as Tower Ventures has received the full cumulative amount of the Base Rental Rate then due and payable.

(d) The parties hereto acknowledge that all information needed to calculate Revenue Share may, from time to time, not be readily available. Accordingly, the parties agree that Tower Ventures may base Revenue Share on agreements with Customers. In the event overpayments or underpayments occur, Tower Ventures shall provide notice to Grantor of same along with any additional payments due, or off-setting overpayments made from future payments. At any time, but no more than twice annually, Grantor may request that Tower Ventures provide an accounting of the Revenue Share in such form and content as Grantor may reasonably request.

7. Hazardous Materials.

(a) Tower Ventures shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, Tower Ventures shall indemnify and hold Grantor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on the Basement Area if caused by Tower Ventures or persons acting under Tower Ventures. Tower Ventures shall execute such affidavits, representations and the like from time to time as Grantor may reasonably request concerning Tower Ventures' best knowledge and belief as to the presence of Hazardous Materials within the Basement Area.

(b) Grantor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in the like manner not sanctioned by law. In all events, Grantor shall indemnify and hold Tower Ventures harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on Grantor's Property unless caused by Tower Ventures or persons acting under Tower Ventures. Grantor shall execute such affidavits, representations and the like from time to time as Tower Ventures may reasonably request concerning Grantor's best knowledge and belief as to the presence of Hazardous Materials on Grantor's Property.

(c) For purposes of this Easement, the term "Hazardous Materials" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et

seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Materials.

8. Insurance. At all times, Tower Ventures, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of Tower Ventures' business upon the Basement Area.

9. Security of Tower Ventures' Communications Facilities. Tower Ventures may construct a chain link or comparable fence around the perimeter of Tower Ventures' communications facilities.

10. Removal of Obstructions. Tower Ventures has the right to remove obstructions, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Tower Ventures' use of the Easement Area. Tower Ventures shall be responsible for disposing of any materials related to the removal of obstructions.

11. Assignment of Lease Agreement. The parties hereby acknowledge that certain PCS Site Agreement ("Original Lease") dated May 3, 1996, by and between Sprint Spectrum L.P. ("Original Lessee"), a Delaware limited partnership, as lessee, and Grantor, as lessor, as amended by that certain Amendment to PCS Site Agreement ("First Amendment"), dated April 16, 2001, by and between Sprint Spectrum Realty Company, L.P. ("Sprint Realty"), a Delaware limited partnership, as successor by assignment to Original Lessee, as lessee and Lessor, as lessor, as further amended by that certain Second Amendment to PCS Site Agreement ("Second Amendment"), dated October 30, 2008, by and between STC FIVE LLC ("Lessee"), a Delaware limited liability company, by and through its Attorney in Fact, Global Signal Acquisitions II LLC, a Delaware limited liability company, successor in interest to Sprint Realty, as lessee and Lessor, as

lessor (collectively, the Original Lease, the First Amendment and the Second Amendment shall hereinafter be referred to as the "Lease Agreement"). Memorandums of the Lease Agreement are recorded under Instrument Numbers 1812241 and 2424888 of the Real Property Records of Weber County, Utah. Grantor hereby assigns to Tower Ventures all of Grantor's right, title and interest in the Lease Agreement, including but not limited to, the right to amend the Lease Agreement: (i) to extend the term length; (ii) to increase the size of the leased premises within the Easement Area; and/or (iii) in any other manner deemed necessary by Tower Ventures.

12. Right of First Refusal. If Grantor elects to sell all or any portion of the Easement Area, whether separate or as part of a larger parcel of property, Tower Ventures shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer, excluding those terms which are not imposed in good faith or which are designed to defeat Tower Ventures' right of first refusal. If Tower Ventures fails to meet such bona fide offer within thirty (30) days after written notice thereof from Grantor, Grantor may sell that property or portion thereof to such third person in accordance with the terms and conditions of the offer, which sale shall be under and subject to this Easement and Tower Ventures' rights hereunder. If Tower Ventures fails or declines to exercise its right of first refusal as hereinabove provided, then this Easement shall continue in full force and effect, and Tower Ventures' right of first refusal shall: (i) survive any such sale and conveyance; (ii) remain effective with respect to any subsequent offer to purchase the Easement Area, whether separate or as part of a larger parcel of property; (iii) be assignable and shall bind and inure to the benefit of Grantor and Tower Ventures and their respective heirs, personal representatives, successors and assigns; and (iv) run with Grantor's Property.

13. Real Estate Taxes. Grantor shall pay all real estate taxes on Grantor's Property; provided Tower Ventures agrees to reimburse Grantor for any documented increase in real estate taxes levied against Grantor's Property that are directly attributable to the presence of wireless communications facilities within the Easement Area. Grantor agrees to provide Tower Ventures any documentation evidencing the increase and how such increase is attributable to Tower Ventures' use. Tower Ventures reserves the right to challenge any such assessment, and Grantor agrees to cooperate with Tower Ventures in connection with any such

challenge. In the event that Grantor fails to pay all real estate taxes on Grantor's Property prior to such taxes becoming delinquent, Tower Ventures may, at its option, pay such real estate taxes (the "Delinquent Taxes") and Tower Ventures shall have the right to collect the Delinquent Taxes from Grantor together with interest on the Delinquent Taxes at the rate of 12% per annum (calculated from the date Tower Ventures pays the Delinquent Taxes until Grantor repays such sums due to Tower Ventures) and shall have a lien against Grantor's Property with respect thereto.

14. Waiver of Subrogation. The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Easement Area or any other portion of Grantor's Property, including improvements and personal property located thereon, resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage regardless of whether or not, or in what amount, such insurance is now or hereafter carried by the parties.

15. Enforcement. In the event Grantor fails to cure any violation of the terms of this Easement within ten (10) days after written notice from Tower Ventures, Tower Ventures shall have the right to injunctive relief, to require specific performance of this Easement, to collect damages from Grantor, and to take such actions as may be necessary in Tower Ventures' discretion to cure such violation and charge Grantor with all reasonable costs and expenses incurred by Tower Ventures as a result of such violation (including, without limitation, Tower Ventures' reasonable attorneys' fees). All rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof.

16. Limitation on Damages. In no event shall Tower Ventures be liable to Grantor for consequential, indirect, speculative or punitive damages in connection with or arising from this Easement, the Permitted Use or the Easement Area.

17. Recording. Grantor acknowledges that Tower Ventures intends to record this Easement with the appropriate recording officer upon execution of this Easement.

18. Hold Harmless. Grantor hereby indemnifies, holds harmless, and agrees to defend Tower Ventures against all damages asserted against or incurred by Tower Ventures by reason of, or resulting from: (i) the breach by Grantor of, any representation, warranty, or covenant of Grantor contained herein or (ii) any negligent act or omission of Grantor, excepting however such damages as may be due to or caused by the acts of Tower Ventures or its agents. Tower Ventures hereby indemnifies, holds harmless, and agrees to defend Grantor against all damages asserted against or incurred by Grantor by reason of, or resulting from: (i) the breach by Tower Ventures of any representation, warranty, or covenant of Tower Ventures contained herein or (ii) any negligent act or omission of Tower Ventures, excepting however such damages as may be due to or caused by the acts of Grantor or its agents.

19. Grantor's Covenant of Title. Grantor covenants: (a) Grantor is seized of fee simple title to the Grantor's Property of which the Easement Area is a part and has the right and authority to grant this Easement; (b) that this Easement is and shall be free and clear of all liens, claims, encumbrances and rights of third parties of any kind whatsoever; (c) subject to the terms and conditions of this Easement, Tower Ventures shall have quiet possession, use and enjoyment of the Easement Area; (d) there are no aspects of title that might interfere with or be adverse to Tower Ventures' interests in and intended use of the Easement Area; and (e) that Grantor shall execute such further assurances thereof as may be required.

20. Non-Interference. From and after the date hereof and continuing until this Easement is terminated (if ever), Tower Ventures and its lessees, licensees and/or sub-easement holders shall have the exclusive right to construct, install and operate communications facilities that emit radio frequencies on Grantor's Property. Grantor shall not permit (i) the construction, installation or operation of any communications facilities that emit radio frequencies on Grantor's Property other than communications facilities constructed, installed and/or operated on the Easement Area pursuant to this Easement or the Lease Agreement or (ii) any condition on Grantor's Property which interferes with Tower Ventures' Permitted Use. Each of the covenants made by Grantor in this Section 20 is a covenant running with the land for the benefit of the Easement Area and shall be binding upon Grantor and each successive owner of any portion of Grantor's Property and upon each person having any interest therein derived through any owner thereof.

21. Eminent Domain. If the whole or any part of the Easement Area shall be taken by right of eminent domain or any similar authority of law, the entire award for the value of the Easement Area and improvements so taken shall belong to the Tower Ventures.

22. Grantor's Property. Grantor shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Easement Area or cause any communications facilities on the Easement Area to be in nonconformance with applicable local, state, or federal laws. Grantor covenants and agrees that it shall not subdivide the Grantor's Property if any such subdivision will adversely affect the Easement Area's compliance (including any improvements located thereon) with applicable laws, rules, ordinances and/or zoning, or otherwise adversely affects Tower Ventures' ability to utilize Grantor's Property for its intended purposes. Grantor shall not initiate or consent to any change in the zoning of Grantor's Property or any property of Grantor contiguous to, surrounding, or in the vicinity of Grantor's Property, or impose or consent to any other restriction that would prevent or limit Tower Ventures from using the Easement Area for the uses intended by Tower Ventures.

23. Entire Agreement. Grantor and Tower Ventures agree that this Easement contains all of the agreements, promises and understandings between Grantor and Tower Ventures. No verbal or oral agreements, promises or understandings shall be binding upon either Grantor or Tower Ventures in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Easement shall be void and ineffective unless made in writing and signed by the parties hereto.

24. Construction of Document. Grantor and Tower Ventures acknowledge that this document shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other party.

25. Applicable Law. This Easement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Easement is located. The parties agree that the venue for any litigation regarding this Easement shall be Weber County, State of Utah.

26. Notices. All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

Intermountain Industrial Park LLC
2331 Rulon White Boulevard
Ogden, UT 84404

Tower Ventures REIT, Inc.
Attention: Billy Orgel
4091 Viscount Avenue
Memphis, TN 38118

27. Assignment. The parties hereto expressly intend that the easements granted herein shall be easements in gross, and as such, are transferable, assignable, inheritable, divisible and apportionable. Tower Ventures has the right, within its sole discretion, to sell, assign, lease, convey, license or encumber any of its interest in the Easement Area without consent. In addition, Tower Ventures has the right, within its sole discretion, to grant sub-easements over any portion of the Easement Area without consent. Any such sale, assignment, lease, license, conveyance, sub-easement or encumbrance shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. An assignment of this Easement shall be effective upon Tower Ventures sending written notice thereof to Grantor at Grantor's mailing address stated above and shall relieve Tower Ventures from any further liability or obligation accruing hereunder on or after the date of the assignment.

28. Partial Invalidity. If any term of this Easement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Easement, which shall continue in full force and effect.

29. Mortgages. This Easement shall be subordinate to any mortgage given by Grantor which currently encumbers Grantor's Property including the Easement Area, provided that any mortgagee holding

such a mortgage shall recognize the validity of this Easement in the event of foreclosure of Grantor's interest and Tower Ventures' rights under this Easement. In the event that the Easement Area is or shall be encumbered by such a mortgage, Grantor shall obtain and furnish to Tower Ventures a non-disturbance agreement for each such mortgage, in recordable form.

30. Successors and Assigns. The terms of this Easement shall constitute a covenant running with the Grantor's Property for the benefit of Tower Ventures and its successors and assigns and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto and upon each person having any interest therein derived through any owner thereof. Any sale, mortgage, lease or other conveyance of Grantor's Property shall be under and subject to this Easement and Tower Ventures' rights hereunder.

31. Construction of Easement. The captions preceding the Sections of this Easement are intended only for convenience of reference and in no way define, limit or describe the scope of this Easement or the intent of any provision hereof. Whenever the singular is used, the same shall include the plural and vice versa and words of any gender shall include the other gender. As used herein, "including" shall mean "including, without limitation." This document may be executed in multiple counterparts, each of which shall be deemed a fully executed original.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor and Tower Ventures, having read the foregoing and intending to be legally bound hereby, have executed this Grant of Easement and Assignment of Lease as of the day and year first written above.

Grantor:
Intermountain Industrial Park LLC,
a Utah limited liability company

By: Frank Kuba
Name: Frank Kuba
Title: President
Date: 21 Dec 2011

THE STATE OF Utah §
 §
COUNTY OF Nober §

I, Melanie Heath a Notary Public within and for the State aforesaid, duly commissioned and acting, do hereby certify that on this 21 day of Dec, 2011, personally appeared before me Frank Kuba of Intermountain Industrial Park, LLC, a Utah limited liability company, to me personally known to be the person that executed the foregoing Grant of Easement and Assignment of Lease, and who, by me, duly sworn stated and acknowledged said instrument to be the voluntary act and deed of said company for the uses, purposes and consideration therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Melanie Heath
Notary Public
My Commission expires: 3.1.13



Tower Ventures:
Tower Ventures REIT, Inc.,
a Maryland corporation

By: [Signature]
Name: William E. Orszel
Title: Pres.
Date: 12.20.11

THE STATE OF Tennessee §
COUNTY OF Shelby §

On this 20 day of December, 2011, personally appeared before me William Orszel, President of Tower Ventures REIT, Inc., a Maryland corporation, to me personally known to be the person that executed the foregoing Grant of Easement and Assignment of Lease, and who, by me, duly sworn stated and acknowledged said instrument to be the voluntary act and deed of said corporation for the uses, purposes and consideration therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[Signature]
Notary Public
My Commission expires



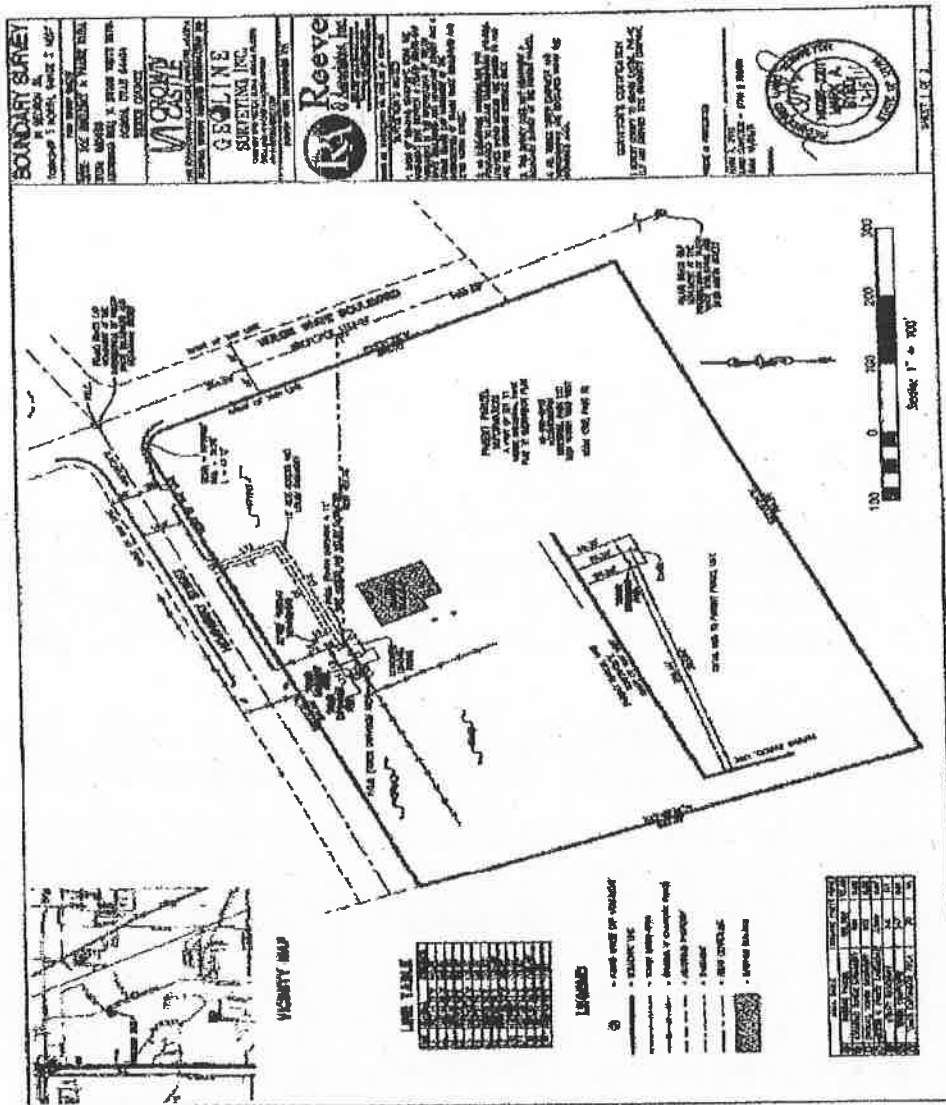
EXHIBIT A

GRANTOR'S PROPERTY

PART OF LOT 11, WEBER INDUSTRIAL PARK, PLAT A, WEBER COUNTY, UTAH, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 11, AND RUNNING THENCE SOUTH 69 DEG 08 MIN 31 SEC WEST 734.12 FEET TO THE WEST PROPERTY LINE AS DEFINED BY SPECIAL WARRANTY DEED RECORDED IN BOOK 1098, PAGE 48, THENCE NORTH 18 DEG 45 MIN 22 SEC WEST 603.42 FEET TO THE NORTH LINE OF SAID LOT 11, THENCE NORTH 65 DEG 08 MIN 31 SEC EAST 640 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF A 30 FOOT RADIUS CURVE TO THE RIGHT 47.12 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 59 DEG 51 MIN 29 SEC EAST 42.43 FEET, THENCE SOUTH 24 DEG 51 MIN 29 SEC EAST 570 FEET TO THE POINT OF BEGINNING.

19-06-0012 ✓

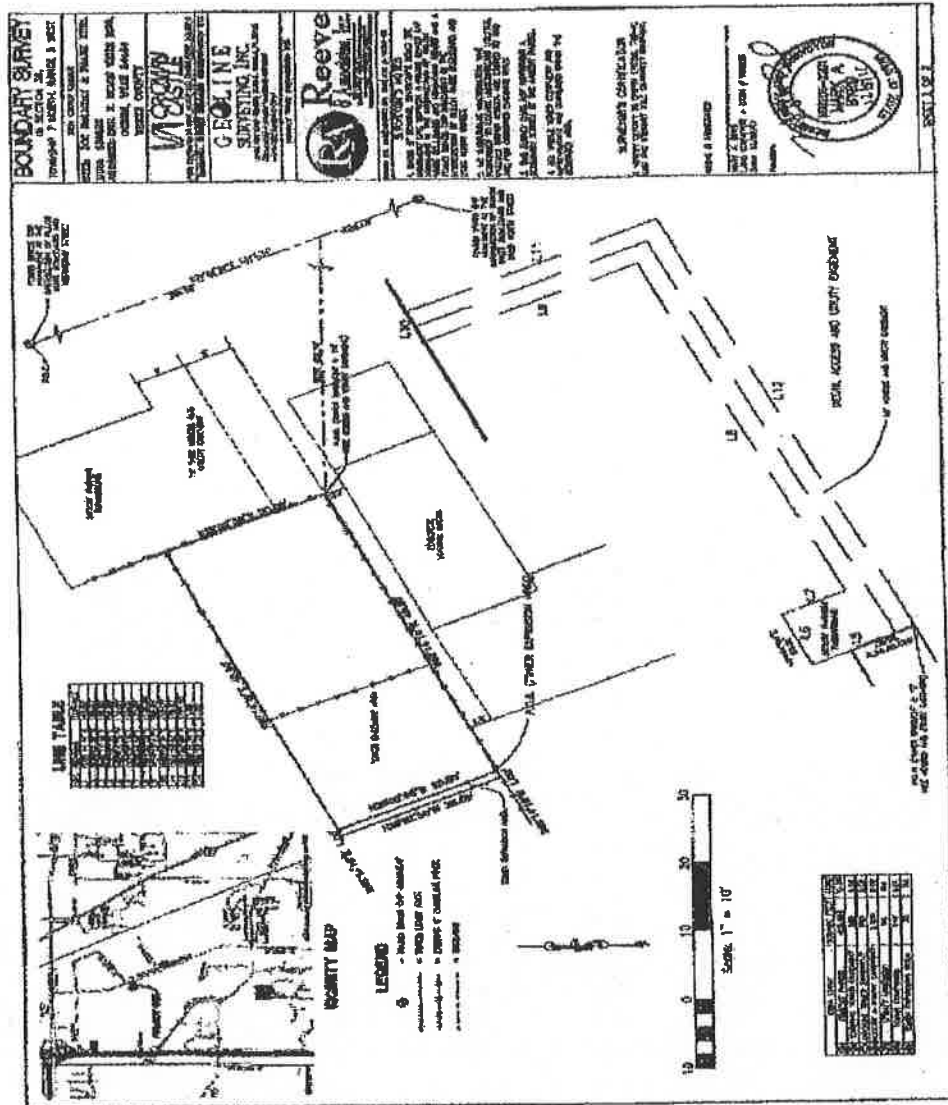
**EXHIBIT B
SITE PLAN**



Site Name: Doc Holliday & Frank Kuba
BU#: 880522

B-1

EXHIBIT B (cont.)



Site Name: Doc Holliday & Frank Kuba
BU#:880522

EXHIBIT C

EASEMENT AREA AND ACCESS EASEMENT

**OVERALL TOWER EASEMENT AREA
BUN: NO. 880522**

PART OF WEBER INDUSTRIAL PARK PLAT "A"

COMMENCING AT A FOUND BRASS CAP MONUMENT AT THE INTERSECTION OF RULON WHITE BOULEVARD AND HEMINGWAY STREET; THENCE S24°51'29"E ALONG THE CENTERLINE OF RULON WHITE BOULEVARD, 304.26 FEET; THENCE WEST, 451.76 FEET TO THE POINT OF BEGINNING; THENCE S65°14'19"W, 46.00 FEET; THENCE N25°02'56"W, 20.00 FEET; THENCE N65°14'19"E, 46.00 FEET; THENCE S25°02'56"E, 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 920 SQUARE FEET AND 0.02 ACRES

**INTERMOUNTAIN INDUSTRIAL PARK LLC
APN # 19-060-0012
2331 NORTH 1350 WEST
OGDEN, UTAH 84404**

**12' WIDE ACCESS AND UTILITY EASEMENT PLUS 20'X20' TURNAROUND
BUN: NO. 880522**

PART OF WEBER INDUSTRIAL PARK PLAT "A"

COMMENCING AT A FOUND BRASS CAP MONUMENT AT THE INTERSECTION OF RULON WHITE BOULEVARD AND HEMINGWAY STREET; THENCE S24°51'29"E ALONG THE CENTERLINE OF RULON WHITE BOULEVARD, 304.26 FEET; THENCE WEST, 451.76 FEET TO THE POINT OF BEGINNING; THENCE N25°02'56"W, 32.00 FEET; THENCE N64°57'04"E, 20.00 FEET; THENCE S25°02'56"E, 20.00 FEET; THENCE N64°57'04"E, 134.58 FEET; THENCE N24°26'43"W, 66.84 FEET TO THE RIGHT OF WAY OF HEMINGWAY STREET; THENCE N65°08'31"E ALONG SAID RIGHT OF WAY LINE, 12.00 FEET; THENCE S24°26'43"E, 78.80 FEET; THENCE S64°57'04"W, 166.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 3200 SQUARE FEET AND 0.07 ACRES

**INTERMOUNTAIN INDUSTRIAL PARK LLC
APN # 19-060-0012
2331 NORTH 1350 WEST
OGDEN, UTAH 84404**

Site Name: Doc Holliday & Frank Kuba
BU#:880522

C-1



W2555717

PREPARED OUT-OF-STATE BY:

Tiavi S. Jackson
Singleton Cooksey PLLC
Attorneys at Law
6363 Woodway, Suite 610
Houston, Texas 77057

Recording requested by and when
recorded mail to: Terry Barnett
Stewart Title Guaranty - NTS
1980 Post Oak Blvd. #610
Houston, TX 77056
NTS# 1133/76 ✓
APN #: 19-060-0012

Record 3rd
Cross-References: Instrument Number 1812241 and
Instrument Number 2424888
Real Property Records of Weber County, Utah

E# 2555717 PG 1 OF 7
ERNEST D. ROWLEY, WEBER COUNTY RECORDER
27-Dec-11 12:39 PM FEE \$24.00 DEP SC
REC FOR: BONNEVILLE SUPERIOR TITLE COMPANY
ELECTRONICALLY RECORDED

160359

MEMORANDUM OF AMENDED AND RESTATED GROUND LEASE AGREEMENT

THIS MEMORANDUM OF AMENDED AND RESTATED GROUND LEASE AGREEMENT (this "Memorandum") is made effective as of the latter of the signatures below (the "Effective Date") by and between TOWER VENTURES REIT, INC., a Maryland corporation ("Lessor"), having a mailing address of 4091 Viscount Avenue, Memphis, Tennessee 38118, and STC FIVE LLC, a Delaware limited liability company ("Lessee"), by Global Signal Acquisitions II LLC, a Delaware limited liability company, its Attorney in Fact, having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain PCS Site Agreement ("Initial Lease") dated May 3, 1996, by and between Sprint Spectrum L.P. ("Original Lessee"), a Delaware limited partnership, as lessee and Intermountain Industrial Park LLC ("Original Lessor"), a Utah limited liability company, as amended by that certain Amendment to PCS Site Agreement ("First Amendment") dated April 16, 2001, by and between Sprint Spectrum Realty Company, L.P. ("Sprint Realty"), a Delaware limited partnership, as successor by assignment to Original Lessee, as lessee and Original Lessor, as lessor, as further amended by that certain Second Amendment to PCS Site Agreement ("Second Amendment," together with the Initial Lease and First Amendment, the "Original Lease") dated October 30, 2008, by and between Lessee, as successor in interest to Sprint Realty, as lessee and Original Lessor as lessor. Memorandums of the First Amendment and Second Amendment were filed for record in the Real Property Records of Weber County, Utah under Instrument Numbers 1812241 and 2424888, respectively.

BU#880522
Site Name: Doc Holliday & Frank Kuba

WHEREAS, Lessor acquired an easement in the property subject to the Original Lease and certain additional property and simultaneously was assigned the Original Lessor's interest in the Original Lease, pursuant to that certain Grant of Easement and Assignment of Lease by and between Original Lessor and Lessor, dated as of December 21, 2011;

WHEREAS, Lessor and Lessee thereafter entered into that certain Amended and Restated Ground Lease Agreement dated effective as of the Effective Date hereof (the "Lease Agreement") whereby Lessor conveyed a lease to Lessee for a portion of land consisting of approximately 920 square feet in Ogden, Weber County, Utah, together with access and utility easements thereto (the "Premises"), as more particularly described in the Lease Agreement and in Exhibit "A" attached hereto; and

WHEREAS, Lessor and Lessee desire to execute this Memorandum for the purpose of placing third parties on record notice of Lessee's lease of the Premises and other rights granted to it in the Lease Agreement.

NOW THEREFORE, for the mutual covenants and premises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the undersigned parties, intending to be bound, hereby agree as follows:

1. **Lease Term**. The Lease Agreement provides for an Initial Term of thirty (30) years commencing on the Effective Date and that Lessee has the right to extend the term of the Lease Agreement for fourteen (14) additional and consecutive five (5) year terms, upon the terms and conditions set forth in the Lease Agreement.
2. **Right of First Refusal**. The Lease Agreement grants Lessee the recurring right of first refusal that runs with the land to purchase all or a portion of the Premises, upon the terms and conditions set forth therein.
3. **Capitalized Terms**. Capitalized terms not otherwise defined herein shall have the meaning set forth for such term in the Lease Agreement.
4. **Agreement Controls**. This Memorandum summarizes, for purposes of the public record, certain rights granted to Lessee in the Lease by virtue of the Lease Agreement, and this Memorandum does not and it should not be interpreted to amend, amplify or diminish any of the terms and provisions contained in the Lease Agreement. The parties agree and intend that the terms and provisions contained in the Lease Agreement shall control in the event of any conflict between any sentence contained in this Memorandum and the terms and provisions contained in the Lease Agreement.

5. **Counterparts.** This Memorandum may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

6. **Recordation.** Lessee, at its cost and expense, shall have the right to record this Memorandum in the public records of Weber County, Utah, upon the terms and conditions set forth in the Lease Agreement.

**[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK
INTENTIONALLY; SIGNATURES BEGIN ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the undersigned parties have executed this Memorandum as of the Effective Date.

LESSOR:

TOWER VENTURES REIT, INC.,
a Maryland corporation

By: [Signature]
Name: William B. Orzel
Title: Pres.
Date: 12-20-11

STATE OF Tennessee §
COUNTY OF Shelby §

The foregoing instrument was acknowledged before me this 20 day of December, 2011, by William Orzel, the President of TOWER VENTURES REIT, INC., a Maryland corporation, on behalf of said entity and for the purposes, intents and consideration stated in the foregoing Memorandum of Amended and Restated Ground Lease Agreement. He/She is personally known to me or has produced himself as identification.

[Signature]
Signature of Notary Public

Adam Slovis
Printed Name of Notary Public:

[Seal]

My Commission Expires:



BU#880522
Site Name: Doc Holliday & Frank Kub

LESSEE:

STC FIVE LLC,
a Delaware limited liability company

By: Global Signal Acquisitions II LLC,
a Delaware limited liability company,
its Attorney in Fact

By: Global Signal Services LLC,
a Delaware limited liability company,
its Manager

By: Tracy Van Swol
Name: Tracy Van Swol
Title: Real Estate Transaction Manager
Date: _____

STATE OF Texas §
COUNTY OF Harris §

The foregoing instrument was acknowledged before me this 20th day of December, 2011, by Tracy Van Swol, as the REI manager of Global Signal Services LLC, a Delaware limited liability company, as the Manager of Global Signal Acquisitions II LLC, a Delaware limited liability company, as the Attorney in Fact of **STC FIVE LLC**, a Delaware limited liability company, on behalf of said entities and for the purposes, intents and consideration stated in the foregoing Memorandum of Amended and Restated Ground Lease Agreement. He/She is personally known to me or has produced _____ as identification.

Sarah E. Scopel
Signature of Notary Public

Sarah E. Scopel
Printed Name of Notary Public:

My Commission Expires: 8-8-15

[Seal]

BU#880522
Site Name: Doc Holliday & Frank Kuba



EXHIBIT "A"

DESCRIPTION OF THE PREMISES

**EXISTING TOWER EASEMENT AREA
BUN: NO. 880522**

PART OF WEBER INDUSTRIAL PARK PLAT "A"

COMMENCING AT A FOUND BRASS CAP MONUMENT AT THE INTERSECTION OF RULON WHITE BOULEVARD AND HEMINGWAY STREET; THENCE S24°51'29"E ALONG THE CENTERLINE OF RULON WHITE BOULEVARD, 304.26 FEET; THENCE WEST, 451.76 FEET TO THE POINT OF BEGINNING; THENCE S65°14'19"W, 45.00 FEET; THENCE N25°02'56"W, 20.00 FEET; THENCE N65°14'19"E, 45.00 FEET; THENCE S25°02'56"E, 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 900 SQUARE FEET AND 0.02 ACRES

**TOWER EXPANSION AREA
BUN: NO. 880522**

PART OF WEBER INDUSTRIAL PARK PLAT "A"

COMMENCING AT A FOUND BRASS CAP MONUMENT AT THE INTERSECTION OF RULON WHITE BOULEVARD AND HEMINGWAY STREET; THENCE S24°51'29"E ALONG THE CENTERLINE OF RULON WHITE BOULEVARD, 304.26 FEET; THENCE WEST, 451.76 FEET; THENCE S65°14'19"W, 45.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S65°14'19"W, 1.00 FEET; THENCE N25°02'56"W, 20.00 FEET; THENCE N65°14'19"E, 1.00 FEET; THENCE S25°02'56"E, 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 20 SQUARE FEET MORE OR LESS

EXHIBIT "A" (cont.)

**12' WIDE ACCESS AND UTILITY EASEMENT PLUS 20'X20' TURNAROUND
BUN: NO. 880522**

PART OF WEBER INDUSTRIAL PARK PLAT "A"

COMMENCING AT A FOUND BRASS CAP MONUMENT AT THE INTERSECTION OF RULON WHITE BOULEVARD AND HEMINGWAY STREET; THENCE S24°51'29"E ALONG THE CENTERLINE OF RULON WHITE BOULEVARD, 304.26 FEET; THENCE WEST, 451.76 FEET TO THE POINT OF BEGINNING; THENCE N25°02'56"W, 32.00 FEET; THENCE N64°57'04"E, 20.00 FEET; THENCE S25°02'56"E, 20.00 FEET; THENCE N64°57'04"E, 134.58 FEET; THENCE N24°26'43"W, 66.84 FEET TO THE RIGHT OF WAY OF HEMINGWAY STREET; THENCE N65°08'31"E ALONG SAID RIGHT OF WAY LINE, 12.00 FEET; THENCE S24°26'43"E, 78.80 FEET; THENCE S64°57'04"W, 166.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 3200 SQUARE FEET AND 0.07 ACRES

**INTERMOUNTAIN INDUSTRIAL PARK LLC
APN # 19-060-0012
2331 NORTH 1350 WEST
OGDEN, UTAH 84404**



W2760823

E# 2760823 PG 1 OF 5
Leann H. Kilts, WEBER COUNTY RECORDER
15-Oct-15 1002 AM FEE \$19.00 DEP KL
REC FOR: BACKMAN FPTP
ELECTRONICALLY RECORDED

Instrument Prepared by and
Upon Recording Return to:
Debra DiBetta
Memphis Towers, LLC
8051 Congress Avenue
Boca Raton, FL 33487
561-226-9461

AFFIDAVIT OF MERGER DOCUMENTS

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Neil Seidman, Senior Vice President of Memphis Towers, LLC, a Delaware limited liability company, to me well known, and who, after being by me duly sworn, deposes and says:

1. Tower Ventures Reit, Inc., a Maryland corporation, acquired an interest in the following property by that certain Grant of Easement and Assignment of Lease ("Grant") recorded 12-27-2011 as Entry No. 2555715;
2. By virtue of the merger documents, Tower Ventures Reit, Inc., a Maryland corporation was merged into Memphis Towers, LLC, a Delaware limited liability company. The merger documents are attached hereto as **Exhibit A** and made a part hereof for all purposes is a true and correct copy of the original instrument.

Further Affiant sayeth not.

19-060-0012 /

MEMPHIS TOWERS, LLC, a Delaware limited liability company

By: _____
Name: Neil Seidman
Title: Senior Vice President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on the 30th day of September, 2015, by Neil Seidman, Senior Vice President of MEMPHIS TOWERS, LLC, a Delaware limited liability company.

Debra Dibetta
Notary Public, State of Florida
My commission expires: 3-24-18

[SEAL]



Legal Description

DOC HOLLIDAY UT17275-G

OVERALL TOWER EASEMENT AREA (AS SURVEYED):

COMMENCING AT A FOUND BRASS CAP MONUMENT AT THE INTERSECTION OF RULON WHITE BOULEVARD AND HEMINGWAY STREET; THENCE SOUTH 24°34'38" EAST ALONG THE CENTERLINE OF RULON WHITE BOULEVARD, 304.26 FEET; THENCE NORTH 89°43'09" WEST 451.76 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 65°31'10" WEST, 46.00 FEET; THENCE NORTH 24°46'05" WEST, 20.00 FEET; THENCE NORTH 65°31'10" EAST, 46.00 FEET; THENCE SOUTH 24°46'05" EAST, 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 920 SQUARE FEET MORE OR LESS.

ACCESS AND UTILITY EASEMENT (AS-SURVEYED):

COMMENCING AT A FOUND BRASS CAP MONUMENT AT THE INTERSECTION OF RULON WHITE BOULEVARD AND HEMINGWAY STREET; THENCE SOUTH 24°34'38" EAST ALONG THE CENTERLINE OF RULON WHITE BOULEVARD, 304.26 FEET; THENCE NORTH 89°43'09" WEST, 451.76 FEET TO THE POINT OF BEGINNING; THENCE NORTH 24°46'05" WEST, 32.00 FEET; THENCE NORTH 65°13'55" EAST, 20.00 FEET; THENCE SOUTH 24°46'05" EAST, 20.00 FEET; THENCE NORTH 65°13'55" EAST, 134.58 FEET; THENCE NORTH 24°09'52" WEST, 66.84 FEET TO THE RIGHT OF WAY OF HEMINGWAY STREET; THENCE NORTH 65°08'31" EAST ALONG SAID RIGHT OF WAY LINE, 12.00 FEET; THENCE SOUTH 24°09'52" EAST, 78.80 FEET; THENCE SOUTH 64°13'55" WEST, 166.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,200 SQUARE FEET MORE OR LESS.

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

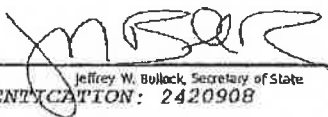
"TOWER VENTURES REIT, INC.", A MARYLAND CORPORATION,
WITH AND INTO "MEMPHIS TOWERS, LLC" UNDER THE NAME OF
"MEMPHIS TOWERS, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND
EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED
AND FILED IN THIS OFFICE THE TWENTY-NINTH DAY OF MAY, A.D. 2015,
AT 4:01 O'CLOCK P.M.



4612686 8100M

150835508

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 2420908

DATE: 05-29-15

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:01 PM 05/29/2015
FILED 04:01 PM 05/29/2015
SRV 150835508 - 4612686 FILE

State of Delaware
Certificate of Merger of Foreign Corporation
Into Domestic Limited Liability Company

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act.

First: The name of the surviving Limited Liability Company is Memphis Towers, LLC, a Delaware Limited Liability Company.

Second: The name of the foreign corporation being merged into this surviving Limited Liability Company is Tower Ventures RHIT, Inc.
The jurisdiction in which the foreign corporation was formed is Maryland.

Third: The Agreement of Merger has been approved and executed by each of the constituent entities.

Fourth: The name of the surviving Limited Liability Company is: Memphis Towers, LLC

Fifth: The merger is to become effective on May 29, 2015

Sixth: The Agreement of Merger is on file at 8051 Congress Avenue, Boca Raton, FL 33487
a place of business of the surviving Limited Liability Company.

Seventh: A copy of the Agreement of Merger will be furnished by the surviving Limited Liability Company, on request without cost, to any member or stockholder of the constituent entities.

IN WITNESS WHEREOF, said Limited Liability Company has caused this certificate to be signed by an authorized person, this 29 day of May, A.D. 2015.

By: [Signature]
Authorized Person

Name: Thomas P. Hunt
Print or Type

After recording, please return to:

Backman Title Services
165 East 6100 South
Murray, Utah 84107

Order No. 6-062966



W2761051

E# 2761051 PG 1 OF 2
Leann H. Kilts, WEBER COUNTY RECORDER
16-Oct-15 1040 AM FEE \$12.00 DEP KL
REC FOR: BACKMAN NTP
ELECTRONICALLY RECORDED

AFFIDAVIT AND NOTICE

The undersigned, having been duly sworn, hereby deposes and says as follows:

1. I, Kevin Merrill, am a manager of Backman Title Company, general partner of Backman Title Services Ltd., (hereinafter referred to as "Backman") and in that capacity I am duly authorized to execute this Affidavit.
2. Backman recorded an Affidavit of Merger Documents dated September 30, 2015, recorded October 15, 2015, as Entry No. 2760823: wherein it states: Tower Ventures Reit, Inc, appears as easement interest holder under that certain Grant of Easement and Assignment of Lease (Grant), recorded 12-27-2011, as Entry No. 2555715, and pursuant to the abovementioned affidavit - Memphis Towers, LLC appears as the surviving LLC being merged into.
3. During a subsequent review of its file, Backman discovered an error in the property description. The property should be described as follows:

Being a portion of Lot 11, Weber Industrial Park Plat A, Weber county, Utah: described as follows:

Overall Tower Easement Area (As Surveyed):

Commencing at a found Brass Cap Monument at the intersection of Rulon White Boulevard and Hemingway Street; thence South 24°34'38" East along the centerline of Rulon White Boulevard, 304.26 feet; thence North 89°43'09" West 451.76 feet to the point of beginning; thence South 65°31'10" West, 46.00 feet; thence North 24°46'05" West, 20.00 feet; thence North 65°31'10" East, 46.00 feet; thence South 24°46'05" East, 20.00 feet to the point of beginning.

Access and Utility Easement (as Surveyed):

Commencing at a found Brass Cap Monument at the intersection of Rulon White Boulevard and Hemingway Street; thence South 24°34'38" East along the centerline of Rulon White Boulevard, 304.26 feet; thence North 89°43'09" West, 451.76 feet to the point of beginning; thence North 24°46'05" West 32.00 feet; thence North 65°13'55" East, 20.00 feet; thence South 24°46'05" East, 20.00 feet; thence North 65°13'55" East, 134.58 feet; thence North 24°09'52" West, 66.84 feet to the right of way of Hemingway Street; thence North 65°08'31" East along said right of way line, 12.00 feet; thence South 24°09'52" East, 78.80 feet; thence South 65°13'55" West, 166.45 feet to the point of beginning.

Parcel No.: 19-060-0012 ✓

Affidavit for typo in legal desc.
Backman Title Services Ltd.

4. Pursuant to Utah Code Ann. ss 57-3-106, this Affidavit is given to correct the property description on said Affidavit.

WITNESS the hand of the signer, this 16th day of October, 2015

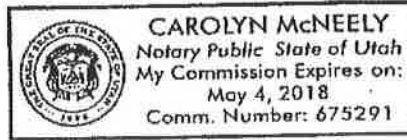

Kevin Merrill

STATE OF UTAH)

COUNTY OF DAVIS) ss.

On October 16, 2015, personally appeared before me, Kevin Merrill, the signor of the within instrument, who duly acknowledged to me that he executed the same.







W3236462

E# 3236462 PG 1 OF 12
Leann H. Kilts, WEBER COUNTY RECORDER
17-May-22 0947 AM FEE \$40.00 DEP SLV
REC FOR: OASIS TITLE, LLC
ELECTRONICALLY RECORDED

Tax Serial Number:
19-060-0012

RECORDATION REQUESTED BY:
UTAH COMMUNITY FEDERAL CREDIT UNION
360 West 4800 North
Provo, UT 84604

WHEN RECORDED MAIL TO:
UTAH COMMUNITY FEDERAL CREDIT UNION
360 West 4800 North
Provo, UT 84604

224789BP

FOR RECORDER'S USE ONLY

DEED OF TRUST

MAXIMUM LIEN. The lien of this Deed of Trust shall not exceed at any one time \$3,731,250.00.

THIS DEED OF TRUST is dated May 16, 2022, among 2241 Ogden Utah, LLC ("Trustor"); UTAH COMMUNITY FEDERAL CREDIT UNION, whose address is 360 West 4800 North, Provo, UT 84604 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Utah Community Federal Credit Union, whose address is 360 West 4800 North, Provo, UT 84604 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor irrevocably grants and conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Weber County, State of Utah:

See Exhibit "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 2241 N Rulon White Blvd, Ogden, UT 84404. The Real Property tax identification number is 19-060-0012.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**DEED OF TRUST
(Continued)**

Loan No: 313236869230

Page 2

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. This instrument is a Trust Deed executed in conformity with the Utah Trust Deed Act, UCA 57-1-19, et seq.

Duty to Maintain. Trustor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Trustor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are

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reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Trustor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Trustor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Trustor shall promptly notify Lender of any loss or damage to the Property. Lender may

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make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Trustor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

Trustor's Report on Insurance. Upon request of Lender, however not more than once a year, Trustor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Trustor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Trustor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Trustor's failure to discharge or pay when due any amounts Trustor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Trustor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Trustor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Trustor's indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to defend the action and obtain the award. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

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Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Trustor which Trustor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Trustor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Trustor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Trustor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in

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the preceding paragraph.

FULL PERFORMANCE. If Trustor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Trustor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Trustor fails to make any payment when due under the Indebtedness.

Other Defaults. Trustor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Trustor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Trustor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default In Favor of Third Parties. Should Trustor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Trustor's property or Trustor's ability to repay the Indebtedness or Trustor's ability to perform Trustor's obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Trustor or on Trustor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Trustor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Trustor's existence as a going business or the death of any member, the insolvency of Trustor, the appointment of a receiver for any part of Trustor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Trustor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Trustor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Trustor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Trustor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Trustor under the terms of any other agreement between Trustor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Trustor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Trustor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed of Trust, after Trustor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Trustor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Trustor would be required to

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pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Trustor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Trustor irrevocably designates Lender as Trustor's attorney-in-fact to endorse instruments received in payment thereof in the name of Trustor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. Trustor hereby waives any requirement that the receiver be impartial and disinterested as to all of the parties and agrees that employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Trustor, Trustor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Trustor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Trustor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

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Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Trustor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Weber County, State of Utah. The Instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Unless otherwise provided by applicable law, any notice required to be given under this Deed of Trust or required by law, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered in accordance with the law or with this Deed of Trust, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Notwithstanding any other provision of this Deed of Trust, all notices given under Utah Code Ann. Section 57-1-26 shall be given as required therein. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided by applicable law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all Trustors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Trustor's residence, Trustor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Trustor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Utah without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Utah.

Choice of Venue. If there is a lawsuit, Trustor agrees upon Lender's request to submit to the jurisdiction of the courts of Utah County, State of Utah.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Trustor, shall constitute a waiver of any of Lender's rights or of any of Trustor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or

**DEED OF TRUST
(Continued)**

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unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Trustor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Utah as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means UTAH COMMUNITY FEDERAL CREDIT UNION, and its successors and assigns.

Borrower. The word "Borrower" means 2241 Ogden Utah, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means UTAH COMMUNITY FEDERAL CREDIT UNION, its successors and assigns.

**DEED OF TRUST
(Continued)**

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Note. The word "Note" means the promissory note dated May 16, 2022, in the original principal amount of \$3,731,250.00 from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.


Trustee. The word "Trustee" means Utah Community Federal Credit Union, whose address is 360 West 4800 North, Provo, UT 84604 and any substitute or successor trustees.

Trustor. The word "Trustor" means 2241 Ogden Utah, LLC.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS.

TRUSTOR:

2241 OGDEN UTAH, LLC

By: 
Stewart L. Grow, Manager of 2241 Ogden Utah, LLC

DEED OF TRUST
(Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Salt Lake)



On this 16 day of May, 2022, before me, the undersigned Notary Public, personally appeared Stewart L. Grow, Manager of 2241 Ogden Utah, LLC, and known to me to be a member or designated agent of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.

By [Signature]
Notary Public in and for the State of UT

Residing at SALT LAKE
My commission expires 10-1-24

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____

Beneficiary: _____

By: _____

Its: _____

EXHIBIT A

PART OF LOT 11, WEBER INDUSTRIAL PARK, PLAT A, WEBER COUNTY, UTAH,
DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 11, AND RUNNING THENCE SOUTH 65°08'31" WEST 734.12 FEET TO THE WEST PROPERTY LINE AS DEFINED BY SPECIAL WARRANTY DEED RECORDED IN BOOK 1098, PAGE 48, THENCE NORTH 18°45'22" WEST 603.42 FEET TO THE NORTH LINE OF SAID LOT 11, THENCE NORTH 65°08'31" EAST 640 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF A 30 FOOT RADIUS CURVE TO THE RIGHT 47.12 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 69°51'29"EAST 42.43 FEET, THENCE SOUTH 24°51'29" EAST 570 FEET TO THE POINT OF BEGINNING.

Tax Serial No. 19-060-0012

STATE CONSTRUCTION REGISTRY
A SERVICE FROM UTAH.GOV

Advanced Search

Your search was completed on **05/09/2023**.

Entry #	Notice Type ↓	Filing Date	County/Parcel	Address/Legal Description	Contractor ↑	Contracted By ↓	Filer ↓	Action
10125199	Preconstruction Services	02/08/2023	Weber 19-060-0012	2241 N RULON WHITE BLVD Ogden, UT 84404 ART OF LOT 11, WEBER INDUSTRIAL PARK, PLAT A, WEBER COUNTY,UTAH; DESCRIBED AS FOLLOWS: BEGINNING AT	Civil Solutions Group	United Commercial Capital (Isaac Bundy)	Civil Solutions Group, Inc.	<input type="button" value="v"/>

SEARCH AGAIN

Give Feedback

PART OF SEC 36, T7N, R10W, S4E
WEBER INDUSTRIAL PARK PLAT "A"

LOTS 3-5, 8-11, 12, 14, 15

IN WEBER COUNTY
SCALE 1" = 200'

SEE PAGE 17

TAKING UNIT 17

RULON WHITE BLVD
1500 WEST STREET

WEBER INDUSTRIAL PARK PLAT "D"
AMENDMENT SEE PAGE 157

WEBER COUNTY
190600023
9,669 SQ FT
TU 17

WEBER COUNTY
190600024
4.79 AC ±
TU 17

WEBER COUNTY
190600033
12,343 SQ FT
TU 17

BONA VISTA WATER
190600032
1.73 AC ±
TU 17

UTAH POWER
& LIGHT CO
190600031
2.26 AC ±
TU 17

2041 OGDEN UTAH LLC
190600012
5.84 AC ±
TU 17

WEBER INDUSTRIAL
PARK PLAT "A"
2ND AMD
SEE PG 442

US HOLDINGS INC
190600005
6.88 AC ±
TU 17

FOREMASTER
ENTERPRISES, LLC
190600016
2.0 AC ±
TU 17

WEBER HOLDINGS LLC
190600014
1.2 AC ±
TU 17

R&H CHILDREN
190600008
1.8 AC ±
TU 17

WESTERN COATING INC
190600004
1.1 AC ±
TU 17

STARCH CORP
190600008
1.1 AC ±
TU 17

UNITED FOODS INC
190600002
11.61 AC ±
TU 17

UNITED FOODS INC
190600003
19.69 SQ FT
TU 17

WESTERN COATING INC
190600001
TU 17

R = 30'
L = 42.36'

SEE PAGE 64

SEE PAGE 18

FOR CURRENT ETC. DATA USE
MUNICIPAL RECORDS DIVISION
ADDRESS: 500 WEST 1000 SOUTH