



COMMERCIAL REAL ESTATE PURCHASE CONTRACT



This is a legally binding contract. It has been prepared by the Utah Association of REALTORS® for the use of its members only, in their transactions with clients and customers. Parties to this Commercial Real Estate Contract ("Contract") may agree, in writing, to alter or delete provisions of this Contract. Seek advice from your attorney or tax advisor before entering into a binding contract.

EARNEST MONEY RECEIPT

On this 12th day of November, 2024 ("Offer Reference Date") Weber County Corporation ("Buyer") offers to purchase from HERITAGE STORAGE LLC ("Seller") the *Property* described below and hereby delivers to the Brokerage or Title/Escrow Company, as *Earnest Money*, the amount of \$10,000.00 in the form of Bank Wire which, upon Acceptance of this offer by all parties (as defined in Section 23), shall be deposited in accordance with state law.

Brokerage or Title/Escrow Company PPC Commercial Address _____

Received by: _____ on _____
(Signature above acknowledges receipt of Earnest Money) (Date)

OFFER TO PURCHASE

1. PROPERTY (General Description): Heritage Building

Address 470 24th Street City Ogden

County Weber State of Utah, ZIP 84401

County Tax I.D. # 010270025 (the "*Property*")

For a legal description (Check Applicable Box): ☐ SEE ADDENDUM # _____ ☒ COMMITMENT FOR TITLE INSURANCE as provided in Section 7(b).

1.1 INCLUDED ITEMS: Unless excluded herein, this sale includes all fixtures presently attached to the *Property*. The following personal property shall also be included in this sale and conveyed under separate *Bill of Sale* with warranties as to title:

1.2 Excluded Items. These items are excluded from this sale:

2. PURCHASE PRICE The Purchase Price for the *Property* is \$950,000.00

The Purchase Price will be paid as follows:

\$10,000.00 (a) *Earnest Money Deposit*.

\$ (b) New Loan. Buyer will apply for one or more of the following loans: ☐ Conventional ☐ SBA ☐ Other (specify) _____

Buyer shall have the right to approve the terms and conditions of the new loan as provided in *Section 8 (f)*.

\$ (c) Loan Assumption Addendum (see attached *Assumption Addendum* if applicable)

\$ (d) Seller Financing (see attached *Seller Financing Addendum* if applicable)

\$ (e) Other (specify) _____

\$940,000.00 (f) Balance of Purchase Price in Cash at Settlement

\$950,000.00 PURCHASE PRICE. Total of lines (a) through (f)

3. SETTLEMENT AND CLOSING. Settlement shall take place on the Settlement Deadline referenced in *Section 24(c)*, or on a date upon which Buyer and Seller agree in writing. "Settlement" shall occur only when all of the following have been completed:

(a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by this Contract, by the lender, by written escrow instructions or by applicable law; (b) any monies required to be paid by Buyer under these documents (except for the proceeds of any new loan) have been delivered by Buyer to Seller or to the escrow/closing office in the form of collected or cleared funds; and (c) any monies required to be paid by Seller under these documents have been delivered by Seller to Buyer or to the escrow/closing office in the form of collected or cleared funds. Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Taxes and assessments for the current year, rents, and interest on assumed obligations shall be prorated at Settlement as set forth in this Section. Tenant deposits (including, but not limited to, security deposits and prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Prorations set forth in this Section shall be made as of the Settlement Deadline date referenced in *Section 24(c)*, unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. For purposes of this Contract, "Closing" means that: (i) Settlement has been completed; (ii) the proceeds of any new loan have been delivered by the lender to Seller or to the escrow/closing office; and (iii) the applicable Closing documents have been recorded in the office of the county recorder.

4. POSSESSION. Seller shall deliver physical possession to Buyer within:

☐ _____ HOURS AFTER CLOSING; ☐ _____ DAYS AFTER CLOSING; ☒ OTHER (SPECIFY) Upon funding & recording

Any rental of the *Property* prior to or after Closing, between Buyer and Seller, shall be by separate written agreement.

5. CONFIRMATION OF BROKERAGE FEES & AGENCY DISCLOSURE. Buyer and Seller acknowledge prior receipt of written agency disclosure provided by their respective Buyer's Agent or Seller's Agent that has disclosed the agency relationships that are confirmed below. Buyer and Seller further acknowledge that Brokerage Fees due as a result of this transaction are being paid based upon the terms of a separate written agreement. At the signing of this Contract:

Seller's Agent, Porter Criddle represents ☒ Seller ☐ Buyer ☐ both Buyer and Seller as a Limited Agent;
Seller's Brokerage, Investment Realty Advisors represents ☒ Seller ☐ Buyer ☐ both Buyer and Seller as a Limited Agent;

Buyer's Agent, Nate Harbertson represents ☐ Seller ☒ Buyer ☐ both Buyer and Seller as a Limited Agent;
Buyer's Brokerage, PPC Commercial represents ☐ Seller ☒ Buyer ☐ both Buyer and Seller as a Limited Agent;

6. TITLE TO PROPERTY & TITLE INSURANCE.

(a) Seller represents that Seller has fee simple title to the *Property* and will convey good and marketable title to Buyer at Closing by: ☒ **GENERAL WARRANTY DEED** ☐ **SPECIAL WARRANTY DEED**, free of financial encumbrances except as provided under *Section 10.1*.

(b) At Settlement, Seller agrees to pay for a standard-coverage owner's policy of title insurance insuring Buyer in the amount of the Purchase Price. The title policy shall conform with Seller's obligations under *Section 10.1* and with the *Commitment for Title Insurance* as agreed to by Buyer under *Section 8*.

(c) ☒ **BUYER ELECTS TO OBTAIN A FULL-COVERAGE EXTENDED ALTA POLICY OF TITLE INSURANCE.** The cost of this coverage (including the ALTA survey), above that of the standard-coverage Owner's policy, shall be paid for at Settlement by: ☐ **BUYER** ☒ **SELLER** ☐ **OTHER** _____

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in *Section 24(a)*, Seller shall provide to Buyer the following documents which are collectively referred to as the "Seller Disclosures":

- (a) a Seller property condition disclosure for the *Property*, signed and dated by Seller;
- (b) a *Commitment for Title Insurance* on the *Property*;
- (c) a copy of all leases and rental agreements now in effect with regard to the *Property* together with a current rent roll;
- (d) operating statements of the *Property* for its last 2 full fiscal years of operation plus the current fiscal year through 11/01/2024 certified by the Seller or by an independent auditor;
- (e) copies in Seller's possession, if any, of any studies and/or reports which have previously been done on the *Property*, including without limitation, environmental reports, soils studies, site plans and surveys;
- (f) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations; and

(g) Other (specify) _____

8. BUYER'S RIGHT TO CANCEL BASED ON BUYER'S DUE DILIGENCE. Buyer's obligation to purchase under this Contract (check applicable boxes):

- (a) ☒ IS ☐ IS NOT conditioned upon Buyer's approval of the content of all the *Seller Disclosures* referenced in *Section 7*;
- (b) ☒ IS ☐ IS NOT conditioned upon Buyer's approval of a physical condition inspection of the *Property*;
- (c) ☒ IS ☐ IS NOT conditioned upon Buyer's approval of a survey of the *Property* by a licensed surveyor ("Survey");
- (d) ☒ IS ☐ IS NOT conditioned upon Buyer's approval of applicable federal, state and local governmental laws, ordinances and regulations affecting the *Property*, and any applicable deed restrictions and/or CC&R's (covenants, conditions and restrictions) affecting the *Property*;
- (e) ☒ IS ☐ IS NOT conditioned upon the *Property* appraising for not less than the Purchase Price.
- (f) ☒ IS ☐ IS NOT conditioned upon Buyer's approval of the terms and conditions of any mortgage financing referenced in *Section 2*.
- (g) ☐ IS ☒ IS NOT conditioned upon Buyer's approval of the following tests and evaluations of the *Property*: (specify) _____

If any of the items 8(a) through 8(g) are checked in the affirmative, then *Sections 8.1, 8.2, 8.3 and 8.4* apply; otherwise, they do not apply. The items checked in the affirmative above are collectively referred to as "Buyer's Due Diligence." Unless otherwise provided in this Contract, the Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Buyer shall conduct Buyer's Due Diligence in such manner as not to unreasonably disrupt the activities and business of Seller, and shall indemnify Seller and hold Seller harmless from and against any and all liability, claim, or damages which arise from, is caused by, or is in any manner connected with Buyer's Due Diligence, including without limitation, claims for payment for inspection services, claims for mechanics liens, and physical damage to the *Property*. Seller agrees to cooperate with Buyer's Due Diligence and with a site inspection under *Section 11*.

8.1 Due Diligence Deadline. No later than the Due Diligence Deadline referenced in *Section 24(b)* Buyer shall: (a) complete all of Buyer's Due Diligence; and (b) determine if the results of the Buyer's Due Diligence are acceptable to Buyer.

8.2 Right to Cancel or Object. If Buyer, in Buyer's sole discretion, determines that the results of the Buyer's Due Diligence are unacceptable, Buyer may, no later than the Due Diligence Deadline, either: (a) cancel this Contract by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer; or (b) provide Seller with written notice of objections.

8.3 Failure to Respond. If by the expiration of the Due Diligence Deadline, Buyer does not: (a) cancel this Contract as provided in *Section 8.2*; or (b) deliver a written objection to Seller regarding the Buyer's Due Diligence, the results of the Buyer's Due Diligence shall be deemed approved by Buyer; and the contingencies referenced in *Sections 8(a) through 8(g)*, including but not limited to, any financing contingency, shall be deemed waived by Buyer.

8.4 Response by Seller. If Buyer provides written objections to Seller, Buyer and Seller shall have 7 CALENDAR DAYS after Seller's receipt of Buyer's objections (the "Response Period") in which to agree in writing upon the manner of resolving Buyer's objections. Except as provided in *Section 10*, Seller may, but shall not be required to, resolve Buyer's objections. If Buyer and Seller have not agreed in writing upon the manner of resolving Buyer's objections, Buyer may cancel this Contract by providing written notice to Seller no later than **THREE CALENDAR DAYS** after expiration of the *Response Period*; whereupon the *Earnest Money Deposit* shall be released to Buyer. If this Contract is not canceled by Buyer under this *Section 8.4*, Buyer's objections shall be deemed waived by Buyer. This waiver shall not affect those items warranted in *Section 10*.

9. ADDITIONAL TERMS. There ☒ ARE ☐ ARE NOT addenda to this Contract containing additional terms. If there are, the terms of the following addenda are incorporated into this Contract by this reference: ☒ Addendum No. 1

☐ Seller Financing Addendum ☐ Assumption Addendum ☐ Lead-Based Paint Disclosure & Acknowledgement
☐ OTHER (specify) _____

10. SELLER'S WARRANTIES & REPRESENTATIONS.

10.1 Condition of Title. Buyer agrees to accept title to the *Property* subject to the contents of the *Commitment for Title Insurance* as agreed to by Buyer under *Section 8*. Buyer also agrees to take the *Property* subject to existing leases affecting the *Property* and not expiring prior to Closing. Buyer agrees to be responsible for taxes, assessments, association fees and dues, utilities, and other services provided to the *Property* after Closing. Except for any loan(s) specifically assumed by Buyer under *Section 2*, Seller will cause to be paid off by Closing all mortgages, trust deeds, judgments, mechanic's liens, tax liens

and warrants. Seller will cause all assessments to be paid current by Closing.

10.2 Condition of Property. Seller warrants that **ON THE DATE SELLER DELIVERS PHYSICAL POSSESSION TO BUYER**, the *Property* and improvements will be broom-clean and free of debris and personal belongings, and in the same general condition as they were on the date of *Acceptance*.

10.3 Other Seller Warranties. Seller further warrants that, to the best of Seller's knowledge, each of the following statements is true: (a) the consummation of the transactions contemplated by this Contract will not constitute a default or result in the breach of any term or provision of any contract or agreement to which Seller is a party so as to adversely affect the consummation of such transactions; (b) there is no action, suit, legal proceeding or other proceeding pending or threatened against Seller and/or the *Property* which may adversely affect the transactions contemplated by this Contract, in any court or before any arbitrator of any kind or before or by any governmental body which may adversely affect the transactions contemplated by this Contract; (c) all work which will be performed in, on or about the *Property* or materials furnished thereto which might in any circumstances give rise to a mechanic's or materialman's lien, will be paid and all necessary waivers of rights to a mechanic's or materialman's lien for such work will be obtained; (d) Seller has not received any written notice indicating that the *Property* is in violation of any Federal, State or local Environmental Law; (e) there are no Hazardous Substances on, under, or about the *Property*, nor has Seller undertaken, permitted, authorized or suffered, and will not undertake, permit, authorize or suffer the presence, use, manufacture, handling, generation, storage, treatment, discharge, release, burial or disposal on, under or about the *Property*, of any Hazardous Substances, or the transportation to or from the *Property*, of any Hazardous Substances. As used herein, "Hazardous Substance" shall mean any substance, material or matter that may give rise to liability under any Federal, State, or local Environmental Laws; and (f) Seller is not a "foreign person" as that term is defined in Section 1445 of the U.S. Internal Revenue Code of 1986, as amended. (In that regard, Seller shall deposit into Escrow, at or prior to Closing, an affidavit in such form as may be required by the U.S. Internal Revenue Service, setting forth Seller's full name, address and taxpayer identification number and stating under penalty of perjury that Seller is not a "foreign person" as so defined).

11. FINAL PRE-CLOSING INSPECTION. Before Settlement, Buyer may, upon reasonable notice and at a reasonable time, conduct a final pre-closing inspection of the *Property* to determine only that the *Property* is "as represented," meaning that the items referenced in *Sections 1.1, 8.4 and 10.2 and 10.3* ("the items") are respectively present, repaired/changed as agreed, and in the warranted condition. If the items are not as represented, Seller will, prior to Settlement, replace, correct or repair the items or, with the consent of Buyer (and Lender if applicable), escrow an amount at Settlement to provide for the same. The failure to conduct a final pre-closing inspection or to claim that an item is not as represented, shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of *Acceptance* until the date of Closing, Seller shall not, without the prior written consent of Buyer: (a) make any changes in any existing leases; (b) enter into any new leases; (c) make any substantial alterations or improvements to the *Property*; or (d) incur any further financial encumbrances against the *Property*.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person executing this Contract on its behalf warrants his or her authority to do so and to bind Buyer and Seller. Seller further warrants that the execution and delivery of this Contract by Seller have been duly and validly authorized, and all requisite action has been taken to make this Contract binding upon Seller.

14. COMPLETE CONTRACT/ASSIGNMENT. This Contract together with its addenda, any attached exhibits, and Seller Disclosures, constitutes the entire Contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. This Contract cannot be changed except by written agreement of the parties. This Contract ☒ **SHALL** ☐ **SHALL NOT** be assignable by Buyer. Except as so restricted, this Contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

15. MEDIATION. Any dispute relating to this Contract that arise prior to or after Closing:

☐ **SHALL**

☒ **MAY AT THE OPTION OF THE PARTIES**

first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved **THIRTY (30) CALENDAR DAYS** from the date written notice requesting mediation is sent by one party to the other(s). If mediation fails, the other procedures and remedies available under this Contract shall apply. Nothing in this *Section 15* shall prohibit any party from seeking emergency equitable relief pending mediation.

16. DEFAULT. If Buyer defaults, Seller may elect either to retain the Earnest Money Deposit as liquidated damages, or to return it and sue Buyer to specifically enforce this Contract or pursue other remedies available at law. If Seller defaults, in addition to return of the Earnest Money Deposit, Buyer may elect either to accept from Seller a sum equal to the Earnest Money Deposit as liquidated damages, or may sue Seller to specifically enforce this Contract or pursue other remedies available at law.

17. ATTORNEY FEES AND COSTS. In the event of litigation or binding arbitration to enforce this Contract, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under *Section 15*.

18. NOTICES. Except as provided in *Section 23*, all notices required under this Contract must be: (a) in writing; (b) signed by the party giving notice; and (c) received by the other party or the other party's agent no later than the applicable date referenced in this Contract.

19. ABROGATION. Except for the provisions of *Sections 8.4, 10.1, 10.3, 15 and 17* and any other express warranties made in this Contract, the provisions of this Contract shall not apply after Closing.

20. RISK OF LOSS. All risk of loss to the *Property*, including physical damage or destruction to the *Property* or its Improvements due to any cause except ordinary wear and tear and loss caused by a taking in eminent domain, shall be borne by Seller until Closing.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in this Contract. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in this Contract: (a) performance under each Section of this Contract which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (i.e., Acceptance, etc.). If the performance date falls on a Saturday, Sunday, State or Federal legal holiday, performance shall be required on the next business day. Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to this Contract, except as otherwise agreed to in writing by such non-party.

22. FAX TRANSMISSION AND COUNTERPARTS. Facsimile (fax) transmission of a signed copy of this Contract, any addenda and counteroffers, and the retransmission of any signed fax shall be the same as delivery of an original. This Contract and any addenda and counteroffers may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs when Seller or Buyer, responding to an offer or counteroffer of the other: (a) signs the offer or counteroffer where noted to indicate acceptance; and (b) communicates to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to this Contract:

- | | |
|--------------------------------|---|
| (a) Seller Disclosure Deadline | <u>15 Days from Acceptance</u> (Date) |
| (b) Due Diligence Deadline | <u>90 Days from Acceptance</u> (Date) |
| (c) Settlement Deadline | <u>30 Days from Due Diligence Deadline</u> (Date) |

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the *Property* on the above terms and conditions. If Seller does not accept this offer by: 5 : 00 [] AM [X] PM Mountain Time on 11/14/2024 (Date), this offer shall lapse; and the Brokerage or Title/Escrow Company shall return the *Earnest Money Deposit* to Buyer.

DocuSigned by:					
<u>Jim Haney</u>	owner	11/12/2024			
(Buyer's Signature)	(Title, if any)	(Date)	(Buyer's Signature)	(Title, if any)	(Date)
<u>Cage 2</u> <u>11/30/24</u>					
(Buyers' Names) (PLEASE PRINT)	(Address)	(Zip Code)	(Phone)	(Fax)	
<u>11/20/24</u>					
(Buyers' Names) (PLEASE PRINT)	(Address)	(Zip Code)	(Phone)	(Fax)	

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☐ ACCEPTANCE OF OFFER TO PURCHASE: Seller Accepts the foregoing offer on the terms and conditions specified above.

☒ COUNTEROFFER: Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. 2

Phillip Chipping
dotloop verified
11/14/24 12:02 PM MST
DQMQ-72CC-SJWO-XHSJ
(Seller's Signature) (Date) (Time)

Cory Waddoups
dotloop verified
11/14/24 2:53 PM MST
TVYA-WUVM-QAL-AKUN
(Seller's Signature) (Date) (Time)

(Sellers' Names) (PLEASE PRINT) (Address) (Zip Code) (Phone) (Fax)

(Sellers' Names) (PLEASE PRINT) (Address) (Zip Code) (Phone) (Fax)

☐ REJECTION: Seller Rejects the foregoing offer.

(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

DOCUMENT RECEIPT

State law requires Broker to furnish Buyer and Seller with copies of this Contract bearing all signatures. (Fill in applicable section below.)

A. I acknowledge receipt of a final copy of the foregoing Contract bearing all signatures:

DocuSigned by: <i>Jim Harvey</i>		11/12/2024	
(Buyer's Signature)	(Date)	(Buyer's Signature)	(Date)
<i>Phillip Chipping</i>	dotloop verified 11/14/24 12:02 PM MST BHRO-KS6U-FKGA-88T	<i>Cory Waddoups</i>	dotloop verified 11/14/24 2:53 PM MST IDVH-PPVZU-DSPQ-K2RF
(Seller's Signature)	(Date)	(Seller's Signature)	(Date)

B. I personally caused a final copy of the foregoing Contract bearing all signatures to be ☐ faxed ☐ mailed ☐ hand delivered on _____, postage prepaid, to the ☐ Seller ☐ Buyer.
Sent/Delivered by (specify) _____

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ADDENDUM NO. 1 TO REAL ESTATE PURCHASE CONTRACT

THIS IS AN ☒ ADDENDUM ☐ COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 12th day of November, 2024 including all prior addenda and counteroffers, between Weber County Corporation as Buyer, and HERITAGE STORAGE LLC as Seller, regarding the Property located at 470 24th Street, Ogden, Utah 84401. The

following terms are hereby incorporated as part of the REPC:

1. The Buyer shall have the option to extend the Due Diligence Deadline (Section 24. b) an additional 90 days, for a non-refundable payment of \$20,000.00 to be released to the Seller and applied towards purchase price.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☒ Seller ☐ Buyer shall have until 5:00 ☐ AM ☒ PM Mountain Time on November 12, 2024 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

DocuSigned by:
Jim Harvey 11/12/2024
☒ Buyer ☐ Seller Signature (Date) (Time) ☐ Buyer ☐ Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☐ ACCEPTANCE: ☐ Seller ☐ Buyer hereby accepts the terms of this ADDENDUM.

☒ COUNTEROFFER: ☒ Seller ☐ Buyer presents as a counteroffer the terms of attached ADDENDUM NO. 2

<u>Phillip Chipping</u> dotloop verified 11/14/24 12:02 PM MST K1CC-SFP3-QME7-RHZZ		<u>Cory Waddoups</u> dotloop verified 11/14/24 2:53 PM MST ZPFA-WYXC-S1ZL-RBLS	
(Signature)	(Date) (Time)	(Signature)	(Date) (Time)

☐ REJECTION: ☐ Seller ☐ Buyer rejects the foregoing ADDENDUM.

(Signature)	(Date) (Time)	(Signature)	(Date) (Time)
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THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL,
EFFECTIVE JANUARY 1, 2020. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

Buyer's Initials DS JKH

Seller's Initials PC CW
dotloop verified dotloop verified

ADDENDUM NO. 2
TO
REAL ESTATE PURCHASE CONTRACT

THIS IS AN ☐ ADDENDUM ☒ COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 11/13/2024, including all prior addenda and counteroffers, between Weber County Corporation as Buyer, and HERITAGE STORAGE LLC as Seller, regarding the Property located at 470 24th Street Ogden, UT 84401. The following terms are hereby incorporated as part of the REPC:

1. Section 6(c) - Full-coverage extended Alta Policy of Title Insurance to be paid by Buyer

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☒ Seller ☐ Buyer shall have until 5:00 ☐ AM ☒ PM Mountain Time on 11/15/2024 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

<p><i>Phillip Chipping</i></p> <p><small>dotloop verified 11/14/24 12:02 PM MST DFU2-43N2-GD0H-HHW</small></p>	<p><i>Cory Waddoups</i></p> <p><small>dotloop verified 11/14/24 2:54 PM MST ZQHS-HPVC-AMPE-1GFE</small></p>	
<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller Signature (Date) (Time)	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller Signature (Date) (Time)	

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☐ ACCEPTANCE: ☐ Seller ☐ Buyer hereby accepts the terms of this ADDENDUM.

☐ COUNTEROFFER: ☐ Seller ☐ Buyer presents as a counteroffer the terms of attached ADDENDUM NO. .

<p><i>Phillip Chipping</i></p> <p><small>(Signature)</small></p>	<p><u>Feb 16, 24</u></p> <p><small>(Date)</small></p>	<p><i>Cory Waddoups</i></p> <p><small>(Signature)</small></p>
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☐ REJECTION: ☐ Seller ☐ Buyer rejects the foregoing ADDENDUM.

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ADDENDUM NO. 3 **TO** **REAL ESTATE PURCHASE CONTRACT**

THIS IS AN ☒ ADDENDUM ☐ COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 11/13/2024 including all prior addenda and counteroffers, between Weber County Corporation as Buyer, and Heritage Storage LLC; IRA 24th Street L.L.C as Seller, regarding the Property located at 470 24th Street, Ogden, UT 84401. The following terms are hereby incorporated as part of the REPC:

1. Buyer Response deadline for Addendum #2 extended to 11/16/2024. Buyer and Seller agree that contract acceptance took place on 11/16/2024.
2. Seller 1031 exchange - Seller desires to enter this transaction as part of the Internal Code section 1031. Buyer agrees to comply with 1031 exchange at no expense to Buyer
3. Disclosure of Interest - Seller is a real estate broker in the State of Utah

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☐ Seller ☒ Buyer shall have until 5:00 ☐ AM ☒ PM Mountain Time on 11/22/2024 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

<i>Phillip Chipping</i> dotloop verified 11/19/24 12:35 PM MST J2OK-JUTQ-GMOQ-XUEP	<i>Cory Waddups</i> dotloop verified 11/19/24 3:14 PM MST 6JOC-SHAM-7JG1-2WNH
<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller Signature (Date) (Time)	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☒ **ACCEPTANCE:** ☐ Seller ☒ Buyer hereby accepts the terms of this ADDENDUM.

☐ **COUNTEROFFER:** ☐ Seller ☐ Buyer presents as a counteroffer the terms of attached ADDENDUM NO. .

<i>[Signature]</i> (Signature)	<u>24 Nov '24</u> (Date)	<i>[Signature]</i> (Signature)	<u> </u> (Date)	<i>[Signature]</i> (Signature)	<u> </u> (Date)	<i>[Signature]</i> (Signature)	<u> </u> (Date)
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☐ **REJECTION:** ☐ Seller ☐ Buyer rejects the foregoing ADDENDUM.

<i>[Signature]</i> (Signature)	<u> </u> (Date)	<i>[Signature]</i> (Signature)	<u> </u> (Date)	<i>[Signature]</i> (Signature)	<u> </u> (Date)	<i>[Signature]</i> (Signature)	<u> </u> (Date)
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ADDENDUM NO. 4
TO
REAL ESTATE PURCHASE CONTRACT

THIS IS AN ☒ ADDENDUM ☐ COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 12th day of November, 2024 including all prior addenda and counteroffers, between Weber County Corporation as Buyer, and HERITAGE STORAGE LLC as Seller, regarding the Property located at 470 24th Street, Ogden, Utah 84401. The following terms are hereby incorporated as part of the REPC:

1. The Due Diligence Deadline (Section 24. b) shall be extended from 90 days to 120 days.
2. All other terms in the contract to remain the same.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☒ Seller ☐ Buyer shall have until 5:00 ☐ AM ☒ PM Mountain Time on January 03, 2025 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

[Signature] 2 Jan '25 2:16/p.
☒ Buyer ☐ Seller Signature (Date) (Time) ☐ Buyer ☐ Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☐ **ACCEPTANCE:** ☐ Seller ☐ Buyer hereby accepts the terms of this ADDENDUM.

☐ **COUNTEROFFER:** ☐ Seller ☐ Buyer presents as a counteroffer the terms of attached ADDENDUM NO. ____.

(Signature) (Date) (Time) (Signature) (Date) (Time)

☐ **REJECTION:** ☐ Seller ☐ Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL,
EFFECTIVE JANUARY 1, 2020. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

ADDENDUM NO. 5 TO REAL ESTATE PURCHASE CONTRACT

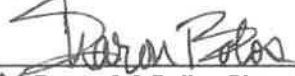
THIS IS AN ☒ ADDENDUM ☐ COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 11/13/2024 including all prior addenda and counteroffers, between Weber County Corporation as Buyer, and Heritage Storage, LLC : IRA 24th Street, LLC as Seller, regarding the Property located at 470 24th Street, Ogden, UT 84401. The following terms are hereby incorporated as part of the REPC:
The Seller shall choose one of the following options in order for the Buyer to move forward with the contract:

1. Provide in writing prior to closing the ability to terminate all of the current leases/options, so that the Buyer can take occupancy of the entire building on or before December 31st 2025.

2. Buyer will be responsible for all of the current leases/options "AS-IS" for a \$100,000.00 reduction in Purchase Price.

The Earnest Money shall be refundable to the Buyer until one of the options has been completed.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☒ Seller ☐ Buyer shall have until 5:00 ☐ AM ☒ PM Mountain Time on March 07, 2025 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

 3/7/25 10:30 AM
☒ Buyer ☐ Seller Signature (Date) (Time) ☐ Buyer ☐ Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☐ ACCEPTANCE: ☐ Seller ☐ Buyer hereby accepts the terms of this ADDENDUM.

☒ COUNTEROFFER: ☒ Seller ☐ Buyer presents as a counteroffer the terms of attached ADDENDUM NO. 6

<u>Phillip Chipping</u>	dotloop verified 03/11/25 5:03 PM MDT FD0D-NJEK-BGQR-Q2JO		
(Signature)	(Date)	(Signature)	(Date)

☐ REJECTION: ☐ Seller ☐ Buyer rejects the foregoing ADDENDUM.

(Signature)	(Date)	(Signature)	(Date)
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THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE JANUARY 1, 2020. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

ADDENDUM NO. 6 **TO** **REAL ESTATE PURCHASE CONTRACT**

THIS IS AN ☐ **ADDENDUM** ☒ **COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 11/13/2024, including all prior addenda and counteroffers, between Weber County Corporation as Buyer, and Heritage Storage LLC, IRA 24th Street LLC as Seller, regarding the Property located at 470 24th Street, Ogden, UT 84401. The following terms are hereby incorporated as part of the REPC:

1. Purchase Price to be \$900,000
2. Buyer responsible for all of the current leases/options "AS-IS"
3. Seller response time for Addendum 5 to be modified to 3/11/2025 by 5:00 PM
4. Settlement to be on or before 3/21/2025

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☐ Seller ☒ Buyer shall have until 12:00 ☐ AM ☒ PM Mountain Time on 03/13/2025 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

<i>Phillip Chipping</i> <small>dotloop verified 03/11/25 5:03 PM MDT QW3S-Z5BT-0525-M4HN</small>			
<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller Signature	(Date)	(Time)	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller Signature
(Date)	(Time)	(Date)	(Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☐ **ACCEPTANCE:** ☐ Seller ☐ Buyer hereby accepts the terms of this ADDENDUM.

☒ **COUNTEROFFER:** ☐ Seller ☒ Buyer presents as a counteroffer the terms of attached ADDENDUM NO. 7.

<i>Sharon Foles</i> <small>(Signature)</small>	<u>3/13/2025</u> <small>(Date)</small>	<i>Coyle</i> <small>(Signature)</small>	<u>3/13/2025</u> <small>(Date)</small>
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☐ **REJECTION:** ☐ Seller ☐ Buyer rejects the foregoing ADDENDUM.

<small>(Signature)</small>	<small>(Date)</small>	<small>(Signature)</small>	<small>(Date)</small>
<small>(Time)</small>	<small>(Time)</small>	<small>(Time)</small>	<small>(Time)</small>

ADDENDUM NO. 7
TO
REAL ESTATE PURCHASE CONTRACT

THIS IS AN ☒ ADDENDUM ☐ COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 13th day of November, 2024 including all prior addenda and counteroffers, between Weber County Corporation as Buyer, and Heritage Storage LLC, IRA 24th Street, LLC as Seller, regarding the Property located at 470 24th Street, Ogden UT 84401. The following terms are hereby incorporated as part of the REPC:
1) Purchase price to be \$850,000 Cash due at closing.

2) Settlement Deadline to be on or before March 31, 2025.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☒ Seller ☐ Buyer shall have until 5:00 ☐ AM ☒ PM Mountain Time on March 13, 2025 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

X Sharon Piles 3/12/25 09:2 3/12/25 2 PM
☒ Buyer ☐ Seller Signature (Date) (Time) ☒ Buyer ☐ Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☐ ACCEPTANCE: ☐ Seller ☐ Buyer hereby accepts the terms of this ADDENDUM.

☐ COUNTEROFFER: ☐ Seller ☐ Buyer presents as a counteroffer the terms of attached ADDENDUM NO. ____.

(Signature) (Date) (Time) (Signature) (Date) (Time)

☐ REJECTION: ☐ Seller ☐ Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL,
EFFECTIVE JANUARY 1, 2020. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

ADDENDUM NO. 8
TO
REAL ESTATE PURCHASE CONTRACT

THIS IS AN ☒ ADDENDUM ☐ COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 11/13/2024, including all prior addenda and counteroffers, between Weber County Corporation as Buyer, and Heritage Storage LLC, IRA 24th Street LLC as Seller, regarding the Property located at 470 24th Street, Ogden, UT 84401. The following terms are hereby incorporated as part of the REPC:

1. Purchase Price to be \$880,000

2. Buyer and Seller agree that Settlement will be on or before March 31, 2025

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☐ Seller ☒ Buyer shall have until 5:00 ☐ AM ☒ PM Mountain Time on 03/16/2025 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

<i>Phillip Chipping</i>	<small>dotloop verified 03/13/25 3:18 PM MDT WY6D-WH2O-T2OP-JDYK</small>	
<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller Signature	(Date) (Time)	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☒ **ACCEPTANCE:** ☐ Seller ☒ Buyer hereby accepts the terms of this ADDENDUM.

☐ **COUNTEROFFER:** ☐ Seller ☐ Buyer presents as a counteroffer the terms of attached ADDENDUM NO. _____.

<i>Caye</i>	<u>3/13/25</u>	<i>Sharon Blos</i>	<u>3/14/25</u>
<small>(Signature)</small>	<small>(Date)</small>	<small>(Signature)</small>	<small>(Date)</small>

☐ **REJECTION:** ☐ Seller ☐ Buyer rejects the foregoing ADDENDUM.

<small>(Signature)</small>	<small>(Signature)</small>
<small>(Date)</small>	<small>(Date)</small>
<small>(Time)</small>	<small>(Time)</small>

Borrower's Settlement Statement

Cottonwood Title Insurance Agency, Inc.
7020 South Union Park Avenue
Midvale, UT 84047
Phone: 801 261 5505 Fax: 801 262 2741

Settlement Date: March 19, 2025
Disbursement Date: March 31, 2025
Escrow officer/Closer: Meggi Ludlow
Order Number: 183898-MLS
Borrower: Weber County Corporation
 2380 Washington Blvd.
 Suite 360
 Ogden, UT 84401
Seller: Heritage Storage, LLC, a Utah limited liability company as the holder of an undivided ninety percent (90%) tenant-in-common interest
 198 N 600 E
 Hyrum, UT 84319
 JJ MILLS, L.L.C., a Utah limited liability company
 7200 South 411 West
 Suite 201
 Midvale, UT 84047
 CSWPAW, L.L.C., a Utah limited liability company
 7200 South 411 West
 Suite 201
 Midvale, UT 84047
Lender: TBD
Property Location: 470 24th Street
 Ogden, UT 84401

	Borrower
	Debit Credit
Financial Consideration	
Sale Price of Property	880,000.00
Deposit	10,000.00
Prorations/Adjustments	
Rent Deposit-Unit 103, 102- 201-206	5,786.00
Rent-Unit 103, 102- 201-206 03/31/25-03/31/25	203.20
County Taxes 01/01/25-03/31/25	2,482.19
Escrow/Title Charges	
Doc Prep to Cottonwood Title Insurance Agency, Inc.	225.00
Settlement Fee (Seller) to Cottonwood Title Insurance Agency, Inc.	450.00
Wire Fees (2 @ \$25 each) to Cottonwood Title Insurance Agency, Inc.	50.00
Owner's Title Insurance to Cottonwood Title Insurance Agency, Inc.	1,431.00
Coverage: \$880,000.00	
Premium: \$4,293.00	
Version: ALTA Ext. Owner's Policy (2021)	
Recording Charges	
Recording Fees to Cottonwood Title Insurance Agency, Inc.	55.00

Borrower's Settlement Statement

Subtotals	882,211.00	18,471.39
Balance Due FROM Borrower		863,739.61
TOTALS	882,211.00	882,211.00

Borrower

Weber County
 Commissioner Sharon Bolos, Chair
 2380 Washington Blvd., Suite #360
 Ogden, Utah 84401

Signed by:
 BY: Sharon Bolos, Chair
 Sharon Bolos, Chair

Cottonwood Title Insurance Agency, Inc.

BY: _____
 Settlement Agent



W3363530

Mail Recorded Deed & Tax Notice To:
Weber County Corporation
2380 Washington Blvd.
Suite #360
Ogden, Utah 84401

E# 3363530 PG 1 OF 6
B. Rahimzadegan, WEBER COUNTY RECORDER
02-Apr-25 1022 AM FEE \$40.00 DEP LC
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY,
ELECTRONICALLY RECORDED



File No.: 183898-MLS

WARRANTY DEED

Heritage Storage, LLC, as the holder of an undivided ninety percent (90%) tenant-in-common interest and JJ MILLS, L.L.C., a Utah limited liability company as to an undivided five percent (5%) tenant-in-common interest and CSWPAW, L.L.C., a Utah limited liability company as to an undivided five percent (5%) tenant-in-common interest

GRANTOR(S), of Midvale, State of Utah, hereby conveys and warrants to

Weber County Corporation,

GRANTEE(S), of Ogden, State of Utah

for the sum of Ten and no/100 (\$10.00) DOLLARS and other good and valuable consideration, the following described tract of land in **Weber County**, State of Utah:

SEE EXHIBIT A ATTACHED HERETO

TAX ID NO.: 01-027-0025 (for reference purposes only) kn

SUBJECT TO: Property taxes for the year 2025 and thereafter; covenants, conditions, restrictions, reservations and easements of record; and all applicable zoning laws and ordinances.

[Signature on following page]

Dated this 19th day of March, 2025.

Heritage Storage, LLC,
a Utah limited liability company
as the holder of an undivided ninety percent
(90%) tenant-in-common interest

BY: 
Amie N. Chipping, Member

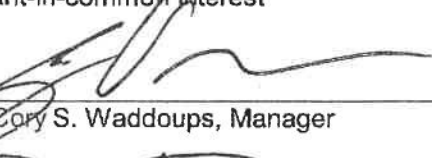
BY: 
Phillip J. Chipping, Member

JJ MILLS L.L.C.,
a Utah limited liability company as to an
undivided five percent (5%) tenant-in-common
interest

BY: 
Joseph H. Mills, Manager

BY: 
Janna Lynn Mills, Manager

CSWPAW L.L.C.,
Utah limited liability company
as to an undivided five percent (5%)
tenant-in-common interest

BY: 
Cory S. Waddoups, Manager

BY: 
Pattyanne Waddoups, Manager

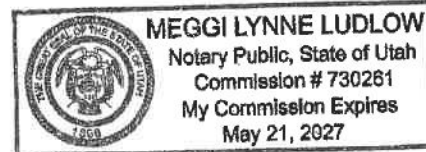
STATE OF UTAH

COUNTY OF SALT LAKE

On this 28 day of March, 2025, before me, personally appeared Amie N. Chipping, Member proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same on behalf of Heritage Storage, LLC, a Utah limited liability company as the holder of an undivided ninety percent (90%) tenant-in-common interest.

Meggy Ludlow

Notary Public



STATE OF UTAH

COUNTY OF SALT LAKE

On this 28th day of March, 2025, before me, personally appeared Phillip J. Chipping, Member, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same on behalf of Heritage Storage, LLC, a Utah limited liability company as the holder of an undivided ninety percent (90%) tenant-in-common interest.

Meggy Ludlow

Notary Public



STATE OF UTAH

COUNTY OF SALT LAKE

On this 27 day of March, 2025, before me, personally appeared Joseph H. Mills, Manager Member proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same on behalf of JJ MILS, L.L.C. as to an undivided five percent (5%) tenant-in-common interest.

Meggy Ludlow

Notary Public



STATE OF UTAH

COUNTY OF SALT LAKE

On this 20 day of March, 2025, before me, personally appeared Janna Lynn Mills, Manager Member proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same on behalf of JJ MILS, L.L.C. as to an undivided five percent (5%)tenant-in-common interest.

Meggy Ludlow
Notary Public



STATE OF UTAH

COUNTY OF SALT LAKE

On this 28 day of March, 2025, before me, personally appeared Cory S. Waddoups, Manager Member proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same on behalf of CSWPAW, L.L.C. as to an undivided five percent (5%)tenant-in-common interest.

Meggy Ludlow
Notary Public



STATE OF UTAH

COUNTY OF SALT LAKE

On this 28 day of March, 2025, before me, personally appeared Pattyanne Waddoups, Manager Member proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same on behalf of CSWPAW, L.L.C. as to an undivided five percent (5%)tenant-in-common interest.

Meggy Ludlow
Notary Public



Acceptance of conveyance of Property/Land by Warranty Deed:

Weber County Corporation, a political subdivision of the State of Utah

BY: Sharon Bolos

Sharon Bolos

Commissioner/Chair

Weber County Community Development

Attest:

BY: Ricky Hatch

Ricky Hatch

Clerk/Auditor

Weber County



EXHIBIT A
Legal Description

Part of Lot 1, Block 31, Plat A, Ogden City Survey, Weber County, Utah: Beginning at a point North 89°02' West 165.11 feet from the Southeast corner of said Lot 1 and running thence North 00°58' East 125.80 feet to an existing concrete wall; thence South 89°02' East 41.65 feet; thence South 00°58' West 125.80 feet along the East side of an existing building; thence North 89°02' West 41.65 feet to the point of beginning.