WHEN RECORDED, MAIL TO:

Cheney Law Group
10808 S. River Front Pkwy, Suite 365
South Jordan, UT 84095
Attn: Brian C. Cheney

APN:10-035-0008; 10-045-0005; 15-053-0020; 15-051-0022; 15-051-0023; 10-035-0007

PARK IMPROVEMENTS AGREEMENT
FOR PROMONTORY COMMERCE CENTER

THIS PARK IMPROVEMENTS AGREEMENT FOR PROMONTORY COMMERCE CENTER (the "**Agreement**") is made this 22nd day of March, 2023, by and between West Warren Park Service Area No. 6, a special government district of Weber County (the "**District**") and Blackpine, LLC, a Utah limited liability company or its assigns ("**Developer**"), with reference to the following facts:

W I T N E S S E T H:

WHEREAS, Developer is under contract to acquire certain real property located in Weber County, Utah, and more particularly described on **Exhibit A** hereto (the "**Property**"), and intends to develop the Property into a commercial industrial business center (the "**Project**");

WHEREAS, in connection with Developer's development and construction of the Project, the District requires that Developer (i) design and construct certain park improvements to and on the Property, as more particularly described on **Exhibit B** attached hereto (collectively, the "**Improvements**"), (ii) upon completion of the Improvements, assign and convey a portion of the Property on which the Improvements are located to the District, the approximate location of which is shown on **Exhibit C** attached hereto (the "**Park Land**" and, together with the Improvements, the "**Park**"), and (iii) assign and convey certain water shares or water rights for use in connection with the Park Property (the "**Water Rights**" and, together with the Improvements and Park Land, the "**Park Property**"), all as more particularly described in this Agreement; and

WHEREAS, Developer is willing to design and construct the Improvements and assign and convey the Park Property to the District upon the terms and conditions in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are incorporated herein as material representations and acknowledgments of the parties.

2. Purpose. The purpose of this Agreement is to set forth the terms and conditions to be met by the Developer and the District in connection with the design and construction of the Park and the subsequent conveyance of the Park Property to the District. The terms and conditions set forth herein are expressly conditioned upon Developer acquiring the Property and proceeding with the construction of the Project. If Developer, for any reason in Developer's sole discretion, fails to close on the purchase of the Property, then Developer shall have no obligation to construct the Improvements or convey the Park Property to the District. This Agreement shall not be recorded in the Official Records of the Weber County Recorder until Developer closes on the purchase of the Property. If Developer terminates its contract to purchase the Property or elects not to purchase the Property, this Agreement and the parties' respective obligations hereunder shall terminate, and this Agreement shall be of no further force or effect.

3. Design and Construction of the Improvements. The Park shall be completed at the expense of the Developer in a good and workmanlike manner in accordance with this Section 3. Within ninety (90) days after Developer records a final subdivision plat for all or a portion of the Property, Developer shall deliver to the District a high level concept plan for the Park prepared by Developer's civil engineer and/or landscape architect. Prior to commencing any construction or installation of the Improvements, Developer and the District shall work together to design and approve plans and specifications for the Park (the "**Plans**") consisting of the Improvements listed on **Exhibit B**. The District may elect to alter the quantities or location of the Improvements, subject to the following conditions: (i) if the change results in a decrease in the overall cost to design and construct the Park and install the Improvements, the amount of such reduction in cost may be used to add Improvements elsewhere in the Park; and (ii) if the change results in an increase in the overall cost to design and construct the Park and install the Improvements, the amount of such increase in cost shall be borne solely by the District. Notwithstanding anything herein to the contrary, the Improvements shall be of a type and quality substantially similar to other parks in Weber County.

4. Park Land. It is the intent of the parties that the Park Land to be conveyed by Developer to the District constitute that portion of the Property on which the Improvements are located, as agreed upon by the parties in accordance with Section 3 above. However, Developer reserves the right to modify the exact location and boundaries of the Park Land if such modification is necessary or appropriate to facilitate the development of the Property and the construction of the Project. Such modification may include, by way of example but not by limitation, reducing the overall amount of Park Land to facilitate drainage or the location of buildings, roadways or other improvements comprising part of the Project; provided, however, that if the proposed change to the amount of Park Land varies by more than five (5) acres from the property depicted on **Exhibit C**, the District's written approval of such change will be required, which approval may not be unreasonably withheld, conditioned or delayed. Following the construction of the Improvements, Developer shall determine the exact location of the Park Land and shall cause a legal description of the Park Land to be prepared at Developer's expense.

5. Completion of Improvements. Upon the Developer's completion of construction of the Improvements, the Developer shall notify the District that the Improvements have been completed in accordance with this Agreement. The date of such notification shall be known as the "**Notification Date**." The District shall have ten (10) days (the "**Approval Date**") from the Notification Date to notify Developer of any deficiencies in the Improvements. If the District fails to notify Developer within such ten (10) day period, the District shall be deemed to have approved and accepted the Improvements and agreed that the Improvements substantially conform to the Plans agreed to by the Parties in accordance with Section 3.

6. Conveyance of Park Property. Within thirty (30) days of the Approval Date, the Developer shall execute and provide to the District (a) a special warranty deed (the "**Deed**") conveying the Park Land to the District, (b) a bill of sale conveying any portion of the Improvements and Park Property constituting personal property to the District, (c) an assignment and assumption, assigning to the District all third party warranties, if any, related to the Improvements, and (d) any other document or agreement reasonably necessary or appropriate to effectuate the conveyance of the Park Property to the District, in each case free and clear of all liens and encumbrances

7. District's Obligation to Maintain. Following the conveyance of the Park Property to the District in accordance with this Agreement, the District shall be solely responsible to maintain, repair and keep the Park Property in good operating condition and repair including, without limitation, the repair and replacement of the Improvements as may be necessary or appropriate. If and to the extent the District fails to do so, after not less than thirty (30) days' written notice to the District and the District's failure to perform such maintenance or repairs within such thirty (30) day period, Developer may, but shall not be obligated to, maintain or repair the Park Property, and the District shall, upon demand, reimburse Developer for all costs and expenses incurred in connection therewith. In the event Developer elects to perform such maintenance or repairs, nothing herein shall be construed as an obligation to replace any improvements or incur costs or expenses to perform more than routine maintenance or repairs to the Park Property.

8. Assignment. This Agreement may be assigned by Developer without the prior written consent of the District, so long as the assignee has the financial capability to perform the terms of this Agreement as determined by Developer in its reasonable discretion. In the event Developer desires to assign its rights and obligations herein, it shall so notify the District in writing, together with the proposed assignee's written agreement to be bound by the terms and conditions contained herein. Developer's pledging of part or all of the Property as security for financing shall also not be deemed to be an "assignment" unless specifically designated as such an assignment by the Developer.

9. Modifications. This Agreement shall not be amended or modified except by subsequent written agreement signed by the parties.

10. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

11. Invalid Provision. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then the remainder of this Agreement shall be interpreted to as fully as possible give force and effect to the intent of the parties as evidenced by the original terms and conditions of this Agreement, including the invalidated provision.

12. Governing Law. The laws of the State of Utah shall govern the validity, performance, and enforcement of this Agreement.

13. Attorneys' Fees. If any legal action, arbitration or other proceeding, is brought for the enforcement of this Agreement, or because of an alleged dispute, breach or default in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, including any appeal of such action or proceeding, in addition to any other relief to which that party may be entitled.

14. No Third-Party Rights/No Joint Venture. This Agreement does not create a joint venture relationship, partnership or agency relationship between the District and/or Developer. Further, the parties do not intend this Agreement to create any third-party beneficiary rights. The parties acknowledge that this Agreement refers to a private development. Further, the parties agree that the District has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property until Developer has conveyed the Improvements and the Park Property to the District, at which time all rights and responsibilities (except for warranty obligations of Developer as expressly set forth herein) for the Improvements shall be the District's. Except to the extent arising out of Developer's gross negligence or willful misconduct, the District shall indemnify, defend and hold Developer harmless from and against any and all losses, costs, claims and liabilities, including reasonable attorneys' fees and costs, arising out of or related to the Improvements and the Park Property following the conveyance thereof by Developer to District.

15. Notice. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or E-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Notices must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a Notice given in accordance with this Section:

Notice to District:	West Warren Parks District 710 S. 7500 W. Ogden, UT 84404 Attn: Board of Directors Email: westwarrenpark@gmail.com
Notice to Developer:	Blackpine, LLC 1357 N 2000 W Farr West, Utah 84404 Attn: Daniel Stephens Email: daniel@theblackpinegroup.com
With a copy to:	Cheney Law Group 10808 S. River Front Pkwy, Suite 365 South Jordan, UT 84095 Attn: Brian C. Cheney Email: bcheney@cheneylawgroup.com

16. Authority. Each person signing this Agreement represents and warrants that he/she is fully authorized to enter into and execute this Agreement, and to bind the party it represents to the terms and conditions hereof.

17. Counterparts. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile or electronic signature page were an original thereof.

[Signatures on following page]

WHEREFORE, the parties hereto have executed this Agreement as of the date set forth above in the opening paragraph.

DISTRICT:

West Warren Park Service Area No. 6,
a special government district of Weber County

By: _____
Name: Joseph F Giordano
Title: Chairman

STATE OF UTAH)
) ss.
COUNTY OF WEBER)

The foregoing instrument was acknowledged before me this 22nd day of March, 2023, by Joseph F. Giordano as Chairman of West Warren Park Service Area No. 6, a special government district of Weber County.

WITNESS my hand and official seal.

My Commission expires:
11/24/2026

_____
Notary Public

AMANDA E ANDERSON
Notary Public - State of Utah
Comm. No. 727977
My Commission Expires on
Nov 24, 2026

DEVELOPER:

BLACKPINE, LLC,
a Utah limited liability company

By: _____
Name: Daniel Stephens
Title: Manager

STATE OF UTAH)
) ss.
COUNTY OF WEBER)

The foregoing instrument was acknowledged before me this 22nd day of March, 2023, by Daniel Stephens as the Manager of Blackpine, LLC.

WITNESS my hand and official seal.

My Commission expires:
11/24/2026

_____
Notary Public

AMANDA E ANDERSON
Notary Public - State of Utah
Comm. No. 727977
My Commission Expires on
Nov 24, 2026

EXHIBIT A
(Property Description)

That certain real property located in Weber County, State of Utah, more particularly described as follows:

Parcel 10-035-0008

PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE MERIDIAN, U.S. SURVEY:

BEGINNING AT THE SOUTHEAST CORNER OF SAID QUARTER SECTION; THENCE WEST 60 RODS, THENCE NORTH 20 RODS, THENCE WEST 20 RODS, THENCE NORTH 20 RODS, THENCE EAST 80 RODS, THENCE SOUTH 40 RODS TO BEGINNING.

EXCEPT COUNTY ROAD AS DESCRIBED BY WARRANTY DEED RECORDED SEPTEMBER 25, 1959 AS ENTRY NO. 321626 IN BOOK 624 AT PAGE 567 OF OFFICIAL RECORDS.

LESS AND EXCEPTING THE PORTION OF PROPERTY AS DESCRIBED IN WARRANTY DEED RECORDED JUNE 27, 2016 AS ENTRY NO. 2800628 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF LAND SITUATE IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, INCIDENT TO THE CONSTRUCTION OF 1200 SOUTH STREET, WEBER COUNTY, STATE OF UTAH ALSO KNOWN AS PROJECT NO. LG_WC_1200 SOUTH. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 13 AND THE GRANTOR'S WEST PROPERTY LINE, SAID POINT LIES 990.00 FEET WEST ALONG THE SOUTH LINE OF SAID SECTION 13 FROM THE SOUTHEAST CORNER OF SAID SECTION 13, AND RUNNING THENCE NORTH 37.90 FEET ALONG SAID WEST PROPERTY LINE TO A POINT ON THE PROPOSED NORTH RIGHT OF WAY LINE FOR THE 1200 SOUTH STREET (900 SOUTH STREET) ROAD WIDENING PROJECT (LG_WC_1200 SOUTH); THENCE SOUTHEASTERLY 185.66 FEET ALONG THE ARC OF A 1547.52 FOOT RADIUS CURVE TO THE RIGHT (CENTRAL ANGLE EQUALS 06°52'26" AND LONG CHORD BEARS SOUTH 78°12'45" EAST 185.55 FEET) ALONG SAID RIGHT OF WAY LINE TO THE SOUTH LINE SAID SECTION 13, THENCE WEST 181.64 FEET ALONG THE SOUTH LINE OF SECTION 13 TO THE POINT OF BEGINNING.

Parcel 10-045-0005

PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT THE NORTHEAST CORNER OF SECTION 24, AND RUNNING THENCE SOUTH 463 FEET, THENCE NORTH 62°20' WEST 990 FEET, THENCE EAST 875 FEET TO BEGINNING.

LESS AND EXCEPTING THE PORTION OF PROPERTY AS DESCRIBED IN WARRANTY DEED RECORDED JUNE 27, 2016, AS ENTRY NO. 2800627 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF LAND, SITUATE IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, INCIDENT TO THE CONSTRUCTION OF 1200 SOUTH STREET, WEBER COUNTY, STATE OF UTAH ALSO KNOWN AS PROJECT NO. LG_WC_1200 SOUTH. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 24 AND THE GRANTOR'S SOUTH PROPERTY LINE, SAID POINT LIES 463.00 FEET SOUTH ALONG THE EAST LINE OF SAID SECTION 24, FROM THE NORTHEAST CORNER OF SAID SECTION 24, AND RUNNING THENCE NORTH 62°20'00" WEST 990.00 FEET TO THE NORTH LINE OF GRANTOR'S PROPERTY, THENCE EAST 96.81 FEET TO THE PROPOSED NORTH RIGHT OF WAY LINE OF THE 1200 SOUTH STREET (900 SOUTH STREET) ROAD WIDENING PROJECT (LG_WC_1200 SOUTH); THENCE SOUTHEASTERLY 352.69 FEET ALONG THE ARC OF A 1547.52 FOOT RADIUS CURVE TO THE RIGHT (CENTRAL ANGLE EQUALS 13°03'29" AND LONG CHORD BEARS SOUTH 66°48'31" EAST 351.93 FEET) ALONG SAID PROPOSED NORTH RIGHT OF WAY LINE, THENCE SOUTH 60°16'46" EAST 525.66 FEET ALONG SAID PROPOSED NORTH RIGHT OF WAY LINE TO THE EAST LINE OF SAID SECTION 24; THENCE SOUTH 60.49 FEET ALONG THE EAST LINE OF SAID SECTION 24 TO THE POINT OF BEGINNING.

Parcel 15-053-0020

PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 19; THENCE SOUTH 463 FEET, THENCE SOUTH 62°30' EAST 183 FEET, THENCE NORTH 00°42' WEST TO THE NORTH LINE OF SAID SECTION, THENCE WEST TO BEGINNING.

EXCEPT COUNTY ROAD AS DESCRIBED BY WARRANTY DEED RECORDED SEPTEMBER 25, 1959 AS ENTRY NO. 321656 IN BOOK 624 AT PAGE 597 OF OFFICIAL RECORDS.

LESS AND EXCEPTING THE PORTION OF PROPERTY AS DESCRIBED IN WARRANTY DEED RECORDED JUNE 27, 2016, AS ENTRY NO. 2800626 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF LAND, SITUATE IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, INCIDENT TO THE CONSTRUCTION OF 1200 SOUTH STREET, WEBER COUNTY, STATE OF UTAH ALSO KNOWN AS PROJECT NO. LG_WC_1200 SOUTH. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 19 AND THE SOUTH LINE OF THE GRANTOR'S PROPERTY, SAID POINT LIES 463.00 FEET SOUTH FROM THE NORTHWEST CORNER OF SAID SECTION 19 AND RUNNING THENCE NORTH 60.49 FEET ALONG SAID WEST PROPERTY LINE, THENCE SOUTH 60°16'46" EAST 186.17 FEET ALONG THE PROPOSED NORTH RIGHT OF WAY LINE OF SAID PROJECT TO THE EAST LINE OF GRANTOR'S PROPERTY, THENCE SOUTH 00°42'00" EAST 52.69 FEET ALONG THE EAST LINE OF THE GRANTOR'S PROPERTY TO A POINT ON THE SOUTH LINE OF THE GRANTOR'S PROPERTY; THENCE NORTH 62°30'00" WEST 183.00 FEET ALONG THE SOUTH LINE OF THE GRANTOR'S PROPERTY, TO THE POINT OF BEGINNING.

Parcel 15-051-0022

PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 18, AND RUNNING THENCE NORTH 40 RODS; THENCE EAST TO COUNTY ROAD; THENCE SOUTH 00°42' EAST ALONG SAID ROAD TO THE SOUTH LINE OF SAID SECTION; THENCE WEST TO BEGINNING.

Parcel 15-051-0023

PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN:

BEGINNING AT A POINT 658.7 FEET, NORTH FROM THE SOUTHWEST CORNER OF SAID SECTION 18, AND RUNNING THENCE NORTH 40 RODS, MORE OR LESS, TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 18, THENCE EAST 138.2 FEET TO THE WEST LINE OF COUNTY ROAD; THENCE SOUTH 00°42' EAST 40 RODS ALONG THE WEST LINE OF COUNTY ROAD, THENCE WEST 146.2 FEET TO BEGINNING.

Parcel 10-035-0007

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.

EXCEPT THAT PART DEEDED TO JAMES LEROY WYATT AND BRENDA K. WYATT, HUSBAND AND WIFE RECORDED MARCH 01, 1978 AS ENTRY N0. 730060 IN BOOK 1227 AT PAGE 877 OF OFFICIAL RECORDS.

EXHIBIT B
(List of Improvements)

- Approximately 35 acres of land, donated and deeded to the West Warren Parks District
- 7,500 Linear Feet of asphalt trail; 6' wide and 2" thick with a 6" base
- 11 park benches costing less than or equal to $1,000 each
- 8 permanent trash cans, costing less than or equal to $750 each
- 1 completed building structure with separate, independent utility connections, including a bowery, restroom, water refill station, and maintenance shed
    - 1 single stall Male restroom
    - 1 single stall Female restroom
    - Maintenance Shed to be a minimum size of 10'x10'
- 50 paved parking stalls located within the donated land
- $50,000 allowance for additional improvements desired by the District
- Wetlands delineation study for the Park Land, provided that such study will be completed at the same time Developer performs a delineation study for the remainder of the Property

EXHIBIT C
(Park Land)

