

SCHEDULE A

Order Number: **6-097129**

1. Effective date: **February 14, 2022 at 7:45 a.m.**

2. Policy or Policies to be issued: Amount of Insurance
(a) ALTA Owner's \$

Proposed Insured: **TITLE REPORT ONLY-NO TITLE INSURANCE COMMITTED FOR**

(b) ALTA Loan \$

Proposed Insured:

(c) ALTA Loan \$

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is

Fee Simple as to Parcel 1

A non-exclusive easement as to Parcel 1A, subject to the terms, conditions and limitations of said interest.

4. Title to the fee simple estate or interest in said land is at the effective date hereof vested in:

Paul A. Coles and Nicole K. Coles, husband and wife, as joint tenants

5. The land referred to in this Commitment is in the State of Utah, County of **Weber** and is described as follows:

SEE ATTACHED LEGAL DESCRIPTION.

Purported Address:

**1662 South Toliver Lane
Huntsville Utah, 84317**

STATEMENT OF CHARGES

These charges are due and payable.

Commitment Only \$300.00

SCHEDULE A

Order Number: **6-097129**

LEGAL DESCRIPTION

Parcel 1:

A part of the Southeast Quarter of Section 23, Township 6 North, Range 1 East, Salt Lake Base and Meridian.

Beginning at the Southeast corner of said Section 23; and running thence North 89°40'44" West 36.74 feet (North 88°28'06" West 36.40 feet by record) to the Southeast corner of the MWT Subdivision, recorded as Entry No. 2935117, in the Weber County Recorder's Office; thence North 39°56'20" West 1022.57 feet (North 40°44'28" West 1023.01 feet by record) to the Northeast corner of said MWT Subdivision; thence North 07°25'08" East (North 06°37'00" East by record) 185.00 feet; thence North 19°16'07" West (North 20°04'15" West by record) 80.25 feet; thence South 64°03'52" East 784.66 feet (South 64°52'00" East 784.74 feet by record) to the East line of said Southeast Quarter; thence South 00°48'16" West 700.34 feet (South 700.44 feet by record) along the East line to the point of beginning.

Parcel 1A:

Together with the following described right of way: A 50 foot right of way across a part of the Southeast Quarter of Section 23, Township 6 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey; said right of way being 25 feet on either side of and parallel to the following described road centerline: Beginning at a point which is South 2629.01 feet along the East Section line South 88°28'06" West 36.40 feet along the South Section line and North 40°44'28" West 1023.01 feet from the East Quarter corner of said Section 23; running thence North 6°37' East 185.00 feet; thence North 20°04'15" West 186.50 feet; thence North 13°59'45" West 93.75 feet; thence North 60°55'45" West 223.46 feet; thence South 80°10'30" West 77.49 feet; thence North 48°59'30" West 114.59 feet; thence North 11°46'15" East 211.33 feet; thence North 41°30'42" East 58.98 feet to the South line of the Snow Basin Road.

Parcel No.: **20-035-0020**

SCHEDULE B – SECTION 1

Order Number: **6-097129**

REQUIREMENTS

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.

TO-WIT:

NOTICE TO APPLICANT: The land covered herein may be serviced by districts, service companies and/or municipalities, which assess charges for water, sewer, electricity and any other utilities, etc. which are not covered by this Commitment or insured under a title insurance policy.

NOTE: If the applicant desires copies of the documents underlying any exception to coverage shown herein, the Company will furnish the same on request, if available, either with or without charge as appears appropriate.

NOTE: Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action pursuant to the Title Insurance Rules of the American Arbitration Association, a copy of which is available on request from the Company. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

1. **There are no requirements at this time.**

Your Order has been assigned to **Christine Siddoway** for full service escrow at **150 North Main, Suite 100, Bountiful, Utah 84010**. For any escrow/closing questions please call **(801) 295-7676**, or email **csiddoway@backmantitle.com**.

NOTE: The following names have been checked for Judgments, Federal Tax Liens and Bankruptcies.

PAUL A. COLES
NICOLE K. COLES

SCHEDULE B – SECTION 2

Order Number: 6-097129

EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency, which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public record.
2. Any facts, rights, interests or claims which are not shown by the public records, but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents, or Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Any adverse claim based upon the assertion that (a) Some portion of the land forms the bed or bank of a navigable river or lake, or lies below the mean high water mark thereof; (b) The boundary of the land has been affected by a change in the course or water level of a navigable river or lake; (c) The land is subject to water rights, claims or title to water and to any law or governmental regulation pertaining to wetlands.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
9. Lien of taxes, not yet due and payable:
Year: 2022
Parcel No.: 20-035-0020
Prior year: 2021 Paid
Amount: \$2,392.61
10. The land described herein is located within the boundaries of Weber County Taxing District No. 520, and is subject to any assessments levied thereby.
11. The land described herein is located within the boundaries of Weber County Fire District Service Area 4, Weber Basin Water Conservancy District, Weber Area Dispatch 911 and Emergency Services District, and Ogden Valley Parks Service Area, and is subject to any assessments levied thereby.
12. Rights of way and easements for all existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipelines, power, telephone, cable, fiber optic, sewer, gas or water lines.
13. Right of way described in that certain Warranty Deed:
Recorded: October 6, 2020
Entry No.: 3090910

14. The terms and conditions of that certain Resolution No. 27-2012 confirming the Tax to be Levied for Municipal Services provided to the Unincorporated Area of Weber County:
Recorded: December 13, 2012
Entry No.: 2610456
15. The terms and conditions of that certain Affidavit:
Recorded: March 9, 2015
Entry No.: 2725109
16. The terms and conditions of that certain Certificate of Dissolution of the Ogden Valley Natural Gas District:
Recorded: May 25, 2016
Entry No.: 2795066
17. The terms and conditions of that certain Resolution No. 12-2016 approving Dissolution of the Ogden Valley natural Gas District:
Recorded: May 25, 2016
Entry No.: 2795067
18. The terms and conditions of that certain Ogden Valley Parks Service Area Notice of Impending Boundary Action (Boundary Adjustment):
Recorded: December 28, 2017
Entry No.: 2897533
19. The terms and conditions of that certain Resolution No. 43-2017:
Recorded: December 28, 2017
Entry No.: 2897534
20. The terms and conditions of that certain Resolution of Ogden Valley Parks Service Area (Resolution 5) approving an Adjustment of the Districts Boundary:
Recorded: December 28, 2017
Entry No.: 2897535
21. The terms and conditions of that certain Petition to Weber Basin Water Conservancy District for the Allotment of Water:
Recorded: July 1, 2021
Entry No.: 3165154
22. An Affidavit to inform concerned persons of address changes:
Recorded: August 10, 2021
Entry No.: 3174378

SCHEDULE C

Order Number: 6-097129

Chain of Title

According to Official Records, there have been no documents conveying the land described herein within a period of 24 months prior to the date of this commitment, except as follows:

<u>Document Name</u>	<u>Recording Date</u>	<u>Entry No.</u>
Warranty Deed	October 6, 2020	3090910



WIRE FRAUD WARNING

Cyber criminals are using email compromise schemes to target companies and individuals purchasing property. These schemes include, but are not limited to, using fake emails from attorneys, real estate agents or title agencies to request wire transfers to fraudulent accounts.

If you need to wire transfer money to Backman Title Services we will provide our wire transfer instructions to you. Backman Title Services will not change our wire transfer instructions after you have received them from us and we will never ask you to wire money into an account with a name different than Backman Title Services. If you receive conflicting wire transfer instructions - STOP - then call us using a known telephone number, not one provided in an email, to determine if the new instructions are fraudulent.

If you ask us to wire transfer money to you we must receive written wire transfer instructions. Your bank account information must be validated by face to face verification or phone verification using a known telephone number, not one provided in an email, or using previously validated account information which we already have on file.

We are not responsible for any wires sent by you to an incorrect bank account.



First American Title™

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

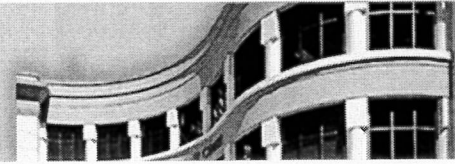
Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.



WEBER COUNTY RECORDER

ABSTRACT OF TITLE

03/07/2022

PARCEL NUMBER: 20-035-0020

Prior Parcel Numbers:

20-035-0005

OWNER: COLES, PAUL A & WF	ADDRESS: 675 WINDSONG LN	TAX UNIT
NICOLE K COLES	NORTH SALT LAKE UT 840542595	520

LEGAL DESCRIPTION: 1977 ORIG ACRES: 8.6

PART OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT WHICH IS SOUTH 1928.57 FEET ALONG THE SECTION LINE FROM THE EAST QUARTER CORNER OF SAID SECTION 23; AND RUNNING THENCE SOUTH 700.44 FEET ALONG THE SECTION LINE TO THE SOUTHEAST CORNER OF SAID SECTION 23; THENCE SOUTH 88D28'06" WEST 36.40 FEET, THENCE NORTH 40D44'28" WEST 1023.01 FEET TO THE CENTER OF AN EXISTING ROAD, THENCE TWO COURSES ALONG THE CENTER OF SAID ROAD AS FOLLOWS: NORTH 6D37' EAST 185.00 FEET AND NORTH 20D04'15" WEST 80.25 FEET, THENCE SOUTH 64D52' EAST 784.74 FEET TO THE POINT OF BEGINNING, CONTAINING 8.6 ACRES.

TOGETHER WITH THE FOLLOWING DESCRIBED RIGHT-OF-WAY: A 50 FOOT RIGHT-OF-WAY ACROSS A PART OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: SAID RIGHT-OF-WAY BEING 25 FEET ON EITHER SIDE OF AN PARALLEL TO THE FOLLOWING DESCRIBED ROAD CENTERLINE: BEGINNING AT A POINT WHICH IS SOUTH 2629.01 FEET ALONG THE EAST SECTION LINE, SOUTH 88D28'06" WEST 36.40 FEET ALONG THE SOUTH SECTION LINE AND NORTH 40D44'28" WEST 1023.01 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 23; RUNNING THENCE NORTH 6D37' EAST 185.00 FEET, THENCE NORTH 20D04'15" WEST 186.50 FEET, THENCE NORTH 13D59'45" WEST 93.75 FEET, THENCE NORTH 60D55'45" WEST 223.46 FEET, THENCE SOUTH 80D10'30" WEST 77.49 FEET, NORTH 48D59'30" WEST 114.59 FEET, THENCE NORTH 11D46'15" EAST 211.33 FEET, THENCE NORTH 41D30'42" EAST 58.98 FEET TO THE SOUTH LINE OF THE SNOW BASIN ROAD.

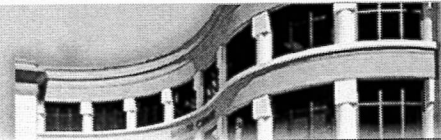
Grantor/ Grantee	Kind of Document Consideration	Time Period Entry #	Book-Page Doc Date	Record Date	Time Release	Abstract Date Entry Ref
ZIONS FIRST NATL BANK TR	RECON		1372- 151		10:58	
SILVER EXPLORATION INC	\$0.00	825347	11/20/1980	01-DEC-1980	1297- 115	
BOARD OF COUNTY COMMISSIONER	ORDNCE		1394-1772		11:57	
WHOM IT MAY CONCERN	\$0.00	849262	12/21/1981	22-DEC-1981	-	
PRUDENTIAL FED SV & LN ASSN TR	RECON		1428-1232		03:04	
PINEVIEW HTS INC	\$0.00	885171	06/30/1983	14-JUL-1983	2- REF	
SILVER EXPLORATION INC	WD		1554-0461		10:17	
ELWOOD, JOSEPH L ETAL	\$10.00	1068385	12/14/1978	20-JAN-1989	-	
NEWKIRK, FRANK LEIMER & WF	WD		1554-0463		10:18	
WALL, ROBERT A & WF ETAL	\$10.00	1068386	12/03/1979	20-JAN-1989	-	
WEBBER, JOHN U	ASSIGN INTEREST		1557-2264		03:20	
WADMAN, V JAY	\$0.00	1073780	09/21/1978	27-MAR-1989	-	
WEBER COUNTY	RESOL #18-96		1801-0295		10:42	
WHOM IT MAY CONCERN	\$0.00	1399404	04/03/1996	12-APR-1996	-	
WEBER COUNTY	RESOL #25-96		1811-2786		09:23	
WHOM IT MAY CONCERN	\$0.00	1413086	05/15/1996	18-JUN-1996	-	
WEBER COUNTY	RESOL 23-2005		-		02:31	
WHOM IT MAY CONCERN	\$0.00	2156401	07/12/2005	24-JAN-2006	-	
WEBER COUNTY	RESOL #27-2012		-		10:38	
WHOM IT MAY CONCERN	\$0.00	2610456	12/11/2012	13-DEC-2012	-	

STATE OF UTAH	CERT OF CREATION	-			01:50	20-JAN-2015
WHOM IT MAY CONCERN	\$0.00	2718461	12/01/2014	20-JAN-2015	-	
WEBER COUNTY	AFFT		-		09:38	
WHOM IT MAY CONCERN	\$0.00	2725109	03/09/2015	09-MAR-2015	-	
STATE OF UTAH	CERT DISSOLUTION	-			11:23	15-JUN-2016
WHOM IT MAY CONCERN	\$0.00	2795066	//	25-MAY-2016	-	
WEBER COUNTY	RESOL #12-2016		-		11:24	13-JUN-2016
WHOM IT MAY CONCERN	\$0.00	2795067	05/10/2016	25-MAY-2016	-	
OGDEN VALLEY PARKS SERVICE AR	ANNEX PLAT		-		12:58	10-JAN-2018
WHOM IT MAY CONCERN	\$0.00	2897531	//	28-DEC-2017	-	
STATE OF UTAH	CERT ANEX	-			12:58	10-JAN-2018
WHOM IT MAY CONCERN	\$0.00	2897532	12/27/2017	28-DEC-2017	-	
OGDEN VALLEY PARKS SERVICE AR	NTC BNDRY ADJUST		-		12:59	10-JAN-2018
WHOM IT MAY CONCERN	\$0.00	2897533	12/20/2017	28-DEC-2017	-	
WEBER COUNTY	RESOL 43-2017		-		12:59	10-JAN-2018
WHOM IT MAY CONCERN	\$0.00	2897534	10/17/2017	28-DEC-2017	-	
OGDEN VALLEY PARKS SERVICES AIRE	SOL BNDRY ADJUST		-		01:00	10-JAN-2018
WHOM IT MAY CONCERN	\$0.00	2897535	12/28/2017	28-DEC-2017	-	
KENNEY, RICHARD ETAL	WD		-		11:30	06-OCT-2020
COLES, NICOLE K ETAL	\$10.00	3090910	09/30/2020	06-OCT-2020	-	
WEBER BASIN WTR CONSERVANCY	ORDR ON PETN		-		11:20	01-JUL-2021
WHOM IT MAY CONCERN	\$0.00	3165154	05/27/2021	01-JUL-2021	-	
WEBER COUNTY	AFFT ADDRESS		-		08:31	10-AUG-2021
WHOM IT MAY CONCERN	\$0.00	3174378	08/16/2021	10-AUG-2021	-	

02-16-2022 ABSTRACTED THROUGH

*** RUN DATE: March 7, 2022, 3:18 pm ***

*** END OF ABSTRACT ***



Ownership and Current References

Print Page Close Window

Parcel # Township/Range/Section:

20-035-0020 6N/1E/23

Change Dates:	Owner:	COLES, PAUL A & WF	Property Address:	Prior Parcels:
Name: 06-OCT-2020	Second:	NICOLE K COLES	1662 S TOLIVER LN	20 035 0005
Tax Unit: 28-DEC-2017	Care of:			
	Street:	675 WINDSONG LN	HUNTSVILLE 84317	
Tax Unit: 520	City/State/Zip:	NORTH SALT LAKE UT 840542595		

Additional Names:

Current References:	Seq	Entry Nbr	Book/Page	Kind of Instr	Deed Date	Record Date
	1	3090910		WARRANTY DEED JT	09-30-2020	06-OCT-2020

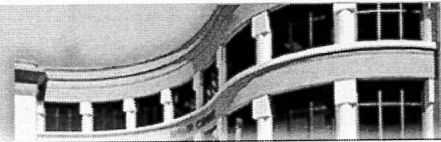
Comments:

Legal Description:

PART OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT WHICH IS SOUTH 1928.57 FEET ALONG THE SECTION LINE FROM THE EAST QUARTER CORNER OF SAID SECTION 23; AND RUNNING THENCE SOUTH 700.44 FEET ALONG THE SECTION LINE TO THE SOUTHEAST CORNER OF SAID SECTION 23; THENCE SOUTH 88D28'06" WEST 36.40 FEET, THENCE NORTH 40D44'28" WEST 1023.01 FEET TO THE CENTER OF AN EXISTING ROAD, THENCE TWO COURSES ALONG THE CENTER OF SAID ROAD AS FOLLOWS: NORTH 6D37' EAST 185.00 FEET AND NORTH 20D04'15" WEST 80.25 FEET, THENCE SOUTH 64D52' EAST 784.74 FEET TO THE POINT OF BEGINNING. CONTAINING 8.6 ACRES. TOGETHER WITH THE FOLLOWING DESCRIBED RIGHT-OF-WAY: A 50 FOOT RIGHT-OF-WAY ACROSS A PART OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: SAID RIGHT-OF-WAY BEING 25 FEET ON EITHER SIDE OF AN PARALLEL TO THE FOLLOWING DESCRIBED ROAD CENTERLINE: BEGINNING AT A POINT WHICH IS SOUTH 2629.01 FEET ALONG THE EAST SECTION LINE, SOUTH 88D28'06" WEST 36.40 FEET ALONG THE SOUTH SECTION LINE AND NORTH 40D44'28" WEST 1023.01 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 23; RUNNING THENCE NORTH 6D37' EAST 185.00 FEET, THENCE NORTH 20D04'15" WEST 186.50 FEET, THENCE NORTH 13D59'45" WEST 93.75 FEET, THENCE NORTH 60D55'45" WEST 223.46 FEET, THENCE SOUTH 80D10'30" WEST 77.49 FEET, NORTH 48D59'30" WEST 114.59 FEET, THENCE NORTH 11D46'15" EAST 211.33 FEET, THENCE NORTH 41D30'42" EAST 58.98 FEET TO THE SOUTH LINE OF THE SNOW BASIN ROAD.

Run Date: March 7, 2022, 3:21 pm

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Property Tax Summary

Parcel Summary

[Print Page](#) [Close Window](#)

Parcel No: 20-035-0020

Year: 2021
Property Owner & Mailing Address
COLES, PAUL A & WF
NICOLE K COLES

675 WINDSONG LN
NORTH SALT LAKE UT 840542595

Loan Company: None
Non Assess: -
Desc Chg: 15-AUG-1977

Total Market
\$188,033

Tax Unit: 520
Tax Sale:
Tax Rate
X .010106
Total Taxable
\$188,033
Net Assessment Charge
\$1,900.26
Total Direct
\$492.35
Penalty Charge
-
Sub Total
\$2,392.61
Total Payments
\$-2,392.61
Balance
\$0.00

Property Value Detail

Clst	Property Type	Taxable	Market	Status	Number	Adj Nbr
020	RESIDENTIAL LAND - NON-PRIMARY	188,033	188,033	1-ORIG		
Totals:		188,033	188,033			

Direct Charges

Type	Description	Amount	Status	Year	Adj Id
19	Weber Basin Wtr Chg	\$492.35	1-ORIG		

Payments

Pay Date	EIN	Run	Rec#	Loan#	Received From	Amount	Status	Check#
24-NOV-21	151	01	26	9999	COLES, PAUL A & WF	\$-2,392.61	Regular	55101637

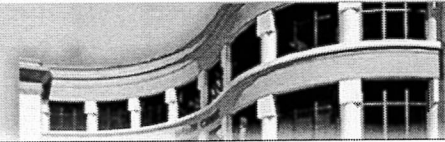
Legal Description

PART OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT WHICH IS SOUTH 1928.57 FEET ALONG THE SECTION LINE FROM THE EAST QUARTER CORNER OF SAID SECTION 23; AND RUNNING THENCE SOUTH 700.44 FEET ALONG THE SECTION LINE TO THE SOUTHEAST CORNER OF SAID SECTION 23; THENCE SOUTH 88D28'06" WEST 36.40 FEET, THENCE NORTH 40D44'28" WEST 1023.01 FEET TO THE CENTER OF AN EXISTING ROAD. THENCE TWO COURSES ALONG THE CENTER OF SAID ROAD AS FOLLOWS: NORTH 6D37' EAST 185.00 FEET AND NORTH 20D04'15" WEST 80.25 FEET, THENCE SOUTH 64D52' EAST 784.74 FEET TO THE POINT OF BEGINNING. CONTAINING 8.6 ACRES.

TOGETHER WITH THE FOLLOWING DESCRIBED RIGHT-OF-WAY: A 50 FOOT RIGHT-OF-WAY ACROSS A PART OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: SAID RIGHT-OF-WAY BEING 25 FEET ON EITHER SIDE OF AN PARALLEL TO THE FOLLOWING DESCRIBED ROAD CENTERLINE: BEGINNING AT A POINT WHICH IS SOUTH 2629.01 FEET ALONG THE EAST SECTION LINE, SOUTH 88D28'06" WEST 36.40 FEET ALONG THE SOUTH SECTION LINE AND NORTH 40D44'28" WEST 1023.01 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 23; RUNNING THENCE NORTH 6D37' EAST 185.00 FEET, THENCE NORTH 20D04'15" WEST 186.50 FEET, THENCE NORTH 13D59'45" WEST 93.75 FEET, THENCE NORTH 60D55'45" WEST 223.46 FEET, THENCE SOUTH 80D10'30" WEST 77.49 FEET, NORTH 48D59'30" WEST 114.59 FEET, THENCE NORTH 11D46'15" EAST 211.33 FEET, THENCE NORTH 41D30'42" EAST 58.98 FEET TO THE SOUTH LINE OF THE SNOW BASIN ROAD.



Weber County Government Property Information System



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Delinquent Tax Summary

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Parcel Number: - - Date* (Today):

Interest Calculated Thru: 07-Mar-2022

Name : KENNEY, RICHARD 1/3 ETAL

Orig Year: 2005

Year	Tax Area	General Charges	Direct Charges	Penalties	Interest	Total
2005	318	0.00	0.00	0.00	0.00	0.00
2001	318	0.00	0.00	0.00	0.00	0.00
Grand Total:						\$0.00

S.E. 1/4
SECTION 23, T.6N., R.1E., S.L.B. & M.

HUNTSVILLE DISTRICT
SCALE 1"=200'

TAXING UNIT: 520

SEE PAGE 35

LEGACY MOUNTAIN EST PRUD

SEE PG 186

BOOTH SUB 2ND AMD
SEE PG. 179

DUTSON SUB 1ST AMD
SEE PG 157

TUFT LUCK SUB
SEE PG 159

MARK & SUSAN LACKEY SUB
SEE PG 168

GVD PARTNERSHIP
200350040
11.30 AC±

SMITH SPRINGS L.L.C.
200350055
12.69 AC±

SMITH AND SMITH
SPRINGS SUBDIVISION
SEE PAGE 77

MOOSE DEVELOPMENT LLC
200350025
12.70 AC±

KNL HOLDINGS LLC
200350031
8.70 AC±

MWT SUB
SEE PG 166

DOUGLAS M HUNTER
200350023
(SILVER EXPLORATION INC)
-CLAIMS- R.O.W.

CHELEMES ENTERPRISES LLC
200350038

MARK BANNER
& KARIANNE BANNER
200350030

PAUL A COLES
& WF NICOLE K
200350020
8.60 AC±

ELAINE S REVIS
200350036
4.58 AC±

KATHRYN PET DANON FAMILY TRUST
200350012
N 47°01'00" W
772.91'

SBBT L. RICHMOND FAMILY
FAMILY PARTNERSHIP
200350017
S 47°01'00" W
109.00'

SBBT L. RICHMOND FAMILY
FAMILY PARTNERSHIP
200350018
S 47°01'00" W
109.00'

SBBT L. RICHMOND FAMILY
FAMILY PARTNERSHIP
200350019
S 47°01'00" W
109.00'

SBBT L. RICHMOND FAMILY
FAMILY PARTNERSHIP
200350020
S 47°01'00" W
109.00'

SBBT L. RICHMOND FAMILY
FAMILY PARTNERSHIP
200350021
S 47°01'00" W
109.00'

SBBT L. RICHMOND FAMILY
FAMILY PARTNERSHIP
200350022
S 47°01'00" W
109.00'

SBBT L. RICHMOND FAMILY
FAMILY PARTNERSHIP
200350023
S 47°01'00" W
109.00'

SBBT L. RICHMOND FAMILY
FAMILY PARTNERSHIP
200350024
S 47°01'00" W
109.00'

SBBT L. RICHMOND FAMILY
FAMILY PARTNERSHIP
200350025
S 47°01'00" W
109.00'

SBBT L. RICHMOND FAMILY
FAMILY PARTNERSHIP
200350026
S 47°01'00" W
109.00'

SBBT L. RICHMOND FAMILY
FAMILY PARTNERSHIP
200350027
S 47°01'00" W
109.00'

SBBT L. RICHMOND FAMILY
FAMILY PARTNERSHIP
200350028
S 47°01'00" W
109.00'

SBBT L. RICHMOND FAMILY
FAMILY PARTNERSHIP
200350029
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200350030
S 47°01'00" W
109.00'

SBBT L. RICHMOND FAMILY
FAMILY PARTNERSHIP
200350031
S 47°01'00" W
109.00'

SBBT L. RICHMOND FAMILY
FAMILY PARTNERSHIP
200350032
S 47°01'00" W
109.00'

SBBT L. RICHMOND FAMILY
FAMILY PARTNERSHIP
200350033
S 47°01'00" W
109.00'

SEE PAGE 35-2

SEE PAGE 36

This map may or may not be a survey of the land depicted herein. Backman Title expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.



Mail Tax notice to:
 Grantee
 675 Windsong Lane
 North Salt Lake, UT 84054
 MNT File No.: 78563
 Tax ID No.: 20-035-0020

E# 3090910 PG 1 OF 9
 Leann H. Kilts, WEBER COUNTY RECORDER
 06-Oct-20 1130 AM FEE \$40.00 DEP TN
 REC FOR: METRO NATIONAL TITLE
 ELECTRONICALLY RECORDED

WARRANTY DEED

Burr L. Crittenden and Helene Crittenden, now known as Helene Dougherty and Robert A. Wall and Marcella I. Wall, shown in title in error as Marcelli I. Wall and Joseph L. Elwood and Richard Kenney

GRANTOR of Seguin, State of Utah Texas, hereby CONVEYS and WARRANTS TO:

Paul A. Coles and Nicole K. Coles, husband and wife, as joint tenants

GRANTEE of 675 Windsong Lane, North Salt Lake, UT 84054 for the sum of TEN AND 00/100'S DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Weber County, State of Utah:

A part of the Southeast Quarter of Section 23, Township 6 North, Range 1 East, Salt Lake Base and Meridian.

Beginning at the Southeast Corner of said Section 23, and running thence North 89°40'44" West 36.74 feet (North 88°28'06" West 36.40 feet by record) to the Southeast corner of the MWT Subdivision recorded as Entry No. 2935117 in the Weber County Recorder's Office; thence North 39°56'20" West 1022.57 feet (North 40°44'28" West 1023.01 feet by record) to the Northeast corner of said MWT Subdivision; thence North 07°25'08" East (North 06°37'00" East by record) 185.00 feet; thence North 19°16'07" West (North 20°04'15" West by record) 80.25 feet; thence South 64°03'52" East 784.66 feet (South 64°52'00" East 784.74 feet by record) to the East line of said Southeast Quarter; thence South 00°48'16" West 700.34 feet (South 700.44 feet by record) along the East line to the point of beginning.

Together with the following described right-of-way: A 50 foot right-of-way across a part of the Southeast Quarter of Section 23, Township 6 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey: said right-of-way being 25 feet on either side of an parallel to the following described road centerline: Beginning at a point which is South 2629.01 feet along the East Section line, South 88°28'06" West 36.40 feet along the South Section line and North 40°44'28" West 1023.01 feet from the East Quarter corner of said Section 23; running thence North 6°37' East 185.00 feet, thence North 20°04'15" West 186.50 feet, thence North 13°59'45" West 93.75 feet, thence North 60°55'45" West 223.46 feet, thence South 80°10'30" West 77.49 feet, North 48°59'30" West 114.59 feet, thence North 11°46'15" East 211.33 feet, thence North 41°30'42" East 58.98 feet to the South line of the snow basin road.

SUBJECT TO: County and/or City Taxes not delinquent; Bonds and/or Special Assessments not delinquent and Covenants, Conditions, Restrictions, Rights-of-Way, Easements, Leases and Reservations now of Record.

WITNESS, the hand(s) of said grantor(s), this 30th day of September, 2020.

Burr L. Crittenden
Burr L. Crittenden

Helene Crittenden, now known as Helene Dougherty

Robert A. Wall

Marcelli I. Wall

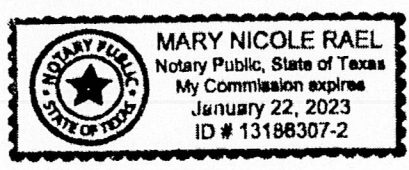
Joseph L. Elwood

Richard Kenney

State of Texas, County of Buadalupe)ss:

On this date September 30, 2020 personally appeared before me Burr L. Crittenden, the signer(s) of the within instrument, who duly acknowledged to me that they/he/she executed the same.

Mary Nicole Rael
Notary Public



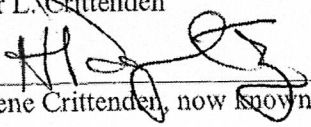
~~State of _____, County of _____)ss:~~

~~On this date _____ personally appeared before me Robert A. Wall and Marcelli I. Wall, the signer(s) of the within instrument, who duly acknowledged to me that they/he/she executed the same.~~

~~_____
Notary Public~~

WITNESS, the hand(s) of said grantor(s), this 1st day of October, 2020.

Burr L. Crittenden



Helene Crittenden, now known as Helene Dougherty


Robert A. Wall

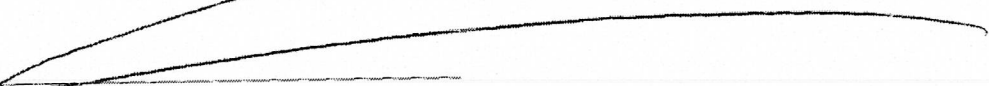
Marcelli I. Wall

Joseph L. Elwood

Richard Kenney

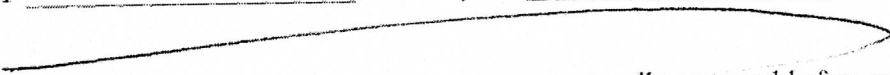
State of _____, County of _____)ss:

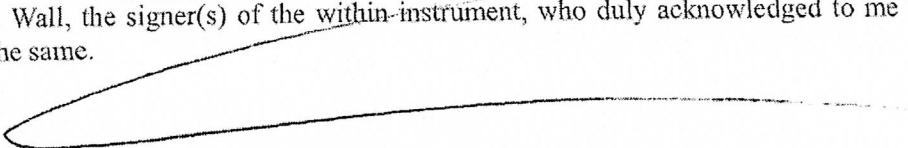

On this date _____ personally appeared before me Burr L. Crittenden,
the signer(s) of the within instrument, who duly acknowledged to me that they/he/she executed the same.



Notary Public

State of _____, County of _____)ss:


On this date _____ personally appeared before me Robert A. Wall and
Marcelli I. Wall, the signer(s) of the within-instrument, who duly acknowledged to me that they/he/she
executed the same.



Notary Public

WITNESS, the hand(s) of said grantor(s), this 2nd day of October, 2020.

Burr L. Crittenden

Robert A. Wall
Robert A. Wall

Marcella I. Wall
Marcella I. Wall, shown in title in error as Marcelli I. Wall

Joseph L. Elwood

Richard Kenney

State of _____ County of _____)ss:

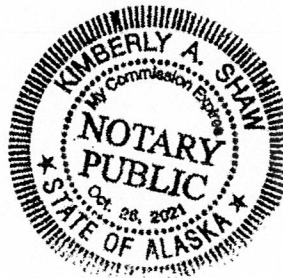
On this date _____ personally appeared before me Burr L. Crittenden, the signer(s) of the within instrument, who duly acknowledged to me that they/he/she executed the same.

Notary Public

State of ALASKA County of 3rd)ss:

On this date 10/2/20 personally appeared before me Robert A. Wall and Marcella I. Wall, the signer(s) of the within instrument, who duly acknowledged to me that they/he/she executed the same.

Kimberly A. Shaw
Notary Public



WITNESS, the hand(s) of said grantor(s), this 2 day of October, 2020.

Burr L. Crittenden

Helene Crittenden

Robert A. Wall

Marcelli I. Wall

Joseph L. Elwood

Richard Kenney

State of _____, County of _____)ss:

On this date _____ personally appeared before me Burr L. Crittenden and Helene Crittenden, the signer(s) of the within instrument, who duly acknowledged to me that they/he/she executed the same.

Notary Public

State of _____, County of _____)ss:

On this date _____ personally appeared before me Robert A. Wall and Marcelli I. Wall, the signer(s) of the within instrument, who duly acknowledged to me that they/he/she executed the same.

Notary Public

WITNESS, the hand(s) of said grantor(s), this 29 day of Sept, 2020.

Burr L. Crittenden

Helene Crittenden

Robert A. Wall

Marcelli I. Wall

Joseph L. Elwood

Richard Kenney
Richard Kenney

State of _____, County of _____)ss:

~~On this date _____ personally appeared before me Burr L. Crittenden and Helene Crittenden, the signer(s) of the within instrument, who duly acknowledged to me that they/he/she executed the same.~~

~~_____
Notary Public~~

State of _____, County of _____)ss:

~~On this date _____ personally appeared before me Robert A. Wall and Marcelli I. Wall, the signer(s) of the within instrument, who duly acknowledged to me that they/he/she executed the same.~~

~~_____
Notary Public~~

State of _____, County of _____)ss:

On this date _____ personally appeared before me Joseph L. Elwood the signer(s) of the within instrument, who duly acknowledged to me that they/he/she executed the same.

Notary Public

State of _____, County of _____)ss:

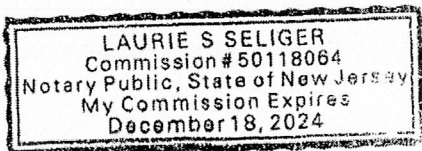
On this date _____ personally appeared before me Richard Kenney, the signer(s) of the within instrument, who duly acknowledged to me that they/he/she executed the same.

Notary Public

State of New Jersey, County of Middlesex)ss:

On this date Oct. 1, 2020 personally appeared before me Helene Crittenden, now known as Helene Dougherty the signer(s) of the within instrument, who duly acknowledged to me that they/he/she executed the same.

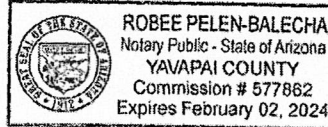
Laurie S. Seliger
Notary Public



State of Arizona, County of YAVAPAI)ss:

On this date OCT 2nd, 2020 personally appeared before me Joseph L. Elwood the signer(s) of the within instrument, who duly acknowledged to me that they/he/she executed the same.

Robee Pele
Notary Public



State of _____ County of _____)ss:

On this date _____ personally appeared before me Richard Kenney, the signer(s) of the within instrument, who duly acknowledged to me that they/he/she executed the same.

Notary Public

Notary Public

State of _____, County of _____)ss:

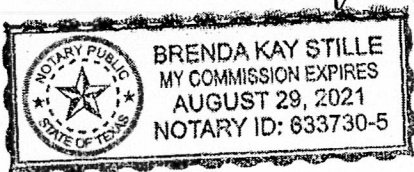
On this date _____ personally appeared before me Joseph L. Elwood the signer(s) of the within instrument, who duly acknowledged to me that they/he/she executed the same.

Notary Public

* State of Texas, County of Bexar)ss:

On this date September 30, 2020 personally appeared before me Richard Kenney, the signer(s) of the within instrument, who duly acknowledged to me that they/he/she executed the same.

Brenda Kay Stille
Notary Public





W2610456

EH 2610456 PG 1 OF 2
ERNEST D ROWLEY, WEBER COUNTY RECORDER
13-DEC-12 1038 AM FEE \$4.00 DEP SPY
CLC 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



W2725109

AFFIDAVIT

EN 2725109 PG 1 OF 8
LEANN H KILTS, WEBER COUNTY RECORDER
09-MAR-15 938 AM FEE \$1.00 DEP TDT
REC FOR: WEBER COUNTY CLERK/AUDITOR

STATE OF UTAH)
)
) ss
COUNTY OF WEBER)

THE UNDERSIGNED, being duly sworn, deposes and says:

1. That I, Roger M. Brunker, have worked for Weber County for the last 32 years.
2. That one of my areas of assignment is to manage special district related issues.
3. That I have been contacted by the Board Members of the Ogden Valley Transmitter/Recreation Special Service District requesting copies of the recorded documents establishing the district.
4. That after a diligent and exhaustive search of county records I have been unable to locate copies of a recorded resolution establishing said District.
5. That I have found a signed copy of the resolution establishing the District on the 13th day of August, 1986, in a County Commission Meeting approved by the two commissioners present, Robert Hunter and William Bailey.
6. That I have attached a copy of the resolution and the minutes of that meeting to this affidavit.

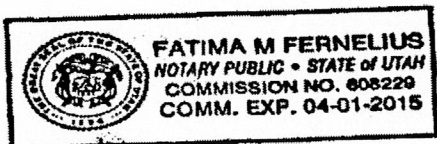
WHEREFORE, Affiant hereby requests that the Weber County Recorder's Office accept the attached documents to record and validate the creation of the District.

DATED this 9th day of March, 2015.

Roger M. Brunker

SUBSCRIBED and sworn to before me this 9th day of March, 2015, by Roger Brunker.

Notary Public



RESOLUTION ESTABLISHING THE OGDEN
VALLEY TRANSMITTER/RECREATION SPECIAL SERVICE DISTRICT

COMES NOW the Weber County Commission, and

WHEREAS following the conducting of a public hearing pursuant to 11-23-7&8 U.C.A. (1953) as amended on the 13th day of August 1986 at 7:00 p.m. at the Valley Middle School in Huntsville, Utah, and

WHEREAS, having taken all public input and having considered all protests made at said hearing or submitted prior thereto, and

WHEREAS, notice of said hearing having been published once a week for three (3) consecutive weeks in the Ogden Standard Examiner, a newspaper having general circulation in Weber County and the town of Huntsville, Utah, and

WHEREAS, the date of the first publication having been not less than twenty one (21) days nor more than thirty five (35) days before the hearing, and

WHEREAS, the town of Huntsville, Utah, an incorporated town in the State of Utah all of which is to be included within the boundaries of said Special Service District was presented through its Town Board with a certified copy of the enabling resolution passed by the Weber County Commission, and

WHEREAS, the Town Board of the Town of Huntsville has by resolution approved the resolution to establish said Special Service District, and

RESOLUTION
Page 2

WHEREAS, the need has been shown for the creation of a Special Service District pursuant to 11-23 Utah Code Annotated and for the provision of recreational facilities, specifically television transmission facilities, pursuant to the definition of recreation facilities under 11-2-1 Utah Code Annotated, and

WHEREAS, the need for such facilities is limited to certain areas of Weber County located within the Ogden Valley and more particularly described in the attached legal description, and

WHEREAS, such Special Service District should be self supporting and not reliant on County-wide tax revenues, and

NOW THEREFORE, the Weber County Commission does hereby establish the Ogden Valley Transmission/Recreation Special Service District pursuant to the enabling resolution with legal boundaries as described in the attached legal description. Said Special Service District shall be a separate body politic and corporate and a quasi-municipal public corporation distinct from Weber County with the Weber County Commission having supervisory authority over all activities of the Special Service District and delegating to an Administrative Control Board all duties as the Weber County Commission may by resolution delegate for the performance of any of the activities and the exercise of any rights, powers and authority of the Special Service District.

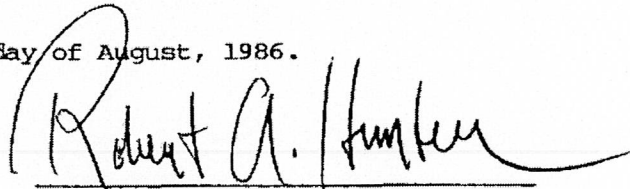
Section 1. There is hereby created an Administrative Control Board for the Special Service District which shall have membership of four (4) members, each of whom will be a qualified elector of the Special Service District and

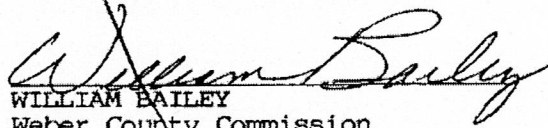
RESOLUTION
Page 3

shall be appointed by the Weber County Commission, plus the additional member who will be appointed by the Town Board of the Town of Huntsville.

Section 2: It is the intent of the Weber County Commission that the Special Service District shall levy a service fee on all residences, all public accommodations and all businesses holding Class A and B beer and liquor licenses within the said district and shall comply with 11-23-14 Utah Code Annotated in the budget, accounting and disbursement of funds of the Special Service District.

ADOPTED AND PASSED this 29 day of August, 1986.


ROBERT HUNTER,
Weber County Commission


WILLIAM BAILEY
Weber County Commission

Attachment: Legal Description

ATTEST:

RICHARD GREENE

By David Y. Jenkins
Clerk

(S E A L)

VALLEY TRANSLATOR SPECIAL SERVICE DISTRICT

Beginning at the South quarter corner of section 34, Township 6 North, Range 1 East S.L.B.&M., thence North along the quarter section line 4 miles, thence west along the section line 1 mile, thence north along the quarter section line 2 miles, thence west along the section line 2.5 miles, thence north along the section line 3 miles, thence west along the section line 2 miles, thence north along the section line 5.45 miles more or less to the Weber County-Box Elder county line, thence southeasterly along the county line 0.53 miles more or less to the quarter section line, thence south along the quarter section line 0.36 miles more or less to the north quarter corner of 26 Township 8 North Range 1 West, S.L.B.&M., thence east along the section line 0.5 miles, thence south along the section line 0.5 miles, thence east along the quarter section line 0.5 miles, thence south along the quarter section line 0.5 miles, thence east along the section line 1.0 miles, thence south along the quarter section line 0.5 miles, thence east along the quarter section line 0.5 miles, thence south along the section line 0.5 miles, thence east along the section line 0.5 miles, thence south along the quarter section line 0.5 miles, thence east along the quarter section line 0.5 miles, thence south along the section line 0.5 miles, thence east along the section line 0.5 miles, thence south along the quarter section line 0.5 miles, thence east along the quarter section line 0.5 miles, thence south along the section line 0.5 miles to the center of section 15, T 7 North R 1 East S.L.B. & M., thence east along the quarter section line 2.5 miles, thence southeasterly 5.6 miles more or less to the center of section 9 township 6 north range 2 east S.L.B. & M. Thence east along the quarter section line 0.5 miles, thence south along the section line 0.5 miles, thence east along section line 0.5 miles, thence south along the quarter section line 0.23 miles more or less to the center of state road 39, thence east 0.5 miles to the section line, thence south along the section line 0.77 miles more or less to the north east corner of section 22 Township 6 north range 2 east S.L.B. & M., thence east along the section line 1.0 miles, thence south along the section line 1.0 miles, thence east along the section line 1.0 miles, thence south along the section line 0.5 miles, thence east along the quarter section line 0.5 miles, thence south along the quarter section line 0.5 miles, thence west along the section and township line 5.6 miles more or less to the Weber-Morgan county line, thence westerly along the Weber-Morgan county line to a point of intersection of the Weber-Morgan county line and the township line, thence west along the township line 1.1 miles more or less to the point of beginning

WEBER COUNTY COMMISSION MEETING
CITY COUNCIL CHAMBERS
AUGUST 13, 1986

Minutes of the meeting of the Board of Weber County Commissioners, held Wednesday, August 13, 1986 at 9:00 A.M. in the City Council Chambers, 6th floor of the Municipal Building, Ogden, Utah.

The following commissioners were present:
Roger Rawson Chairman
Robert Hunter
William Bailey

COMMISSIONER RAWSON PRESIDING
COMMISSIONER HUNTER OFFERED THE INVOCATION

BIDS - MARCIA OWEN. (16697)

Commissioner Bailey moved for approval of the bids as submitted by the Purchasing Department. Commissioner Hunter seconded the motion, which passed unanimously.

ACCEPTANCE OF FINAL APPROVAL OF MARRIOTT COUNTRY ESTATES CONDOMINIUM PROJECT PHASE I - ED REED.

This matter was continued until August 18, 1986.

CONSIDERATION OF CSBG 1987 PLAN FROM COMMUNITY ACTION AGENCY - ELIZABETH OLSON. (16698)

Ms. Olson presented the plan from CAP to the commission. She stated that there is no county input on the plan required, but recommended the county work with the agency to avoid unnecessary duplication of services.

Commissioner Rawson stated that he would talk to the principles of the agency to work some kind of working agreement.

Commissioner Hunter moved to approve the plan. Commissioner Bailey seconded the motion, which passed unanimously.

APPOINTMENT TO THE PLAIN CITY CEMETARY-DISTRICT - COMMISSIONER BAILEY. (16699)

Commissioner Bailey moved to appoint Merrill Jenkins to the Plain City Cemetary Board as recommended by that board. Commissioner Hunter, upon assurance from Commissioner Bailey that county policy had been followed, seconded the motion, which passed unanimously.

COMMISSION ORDER TO ISSUE A REFUND TO MR. BUCHANAN FOR OVER PAYMENT OF TAXES - ASSESSOR'S OFFICE. (16700)

Commissioner Bailey moved to approve the issuance of the refund to Mr. Buchanan. Commissioner Hunter seconded the motion, which passed unanimously.

COMMISSION ORDER TO ISSUE A REFUND TO MR. PALMER FOR OVER PAYMENT OF TAXES - ASSESSOR'S OFFICE. (16701)

Commissioner Hunter moved to issue a refund to Mr. Palmer for over payment of taxes. Commissioner Bailey seconded the motion, which passed unanimously.

APPROVAL OF THE MINUTES OF THE MEETING HELD AUGUST 11, 1986.

Commissioner Bailey moved for approval of the minutes of the meeting held August 11, 1986. Commissioner Hunter seconded the motion, which passed unanimously.

WARRANT REGISTERS.

Commissioner Bailey moved for approval of the warrant registers as submitted by the Auditor's office. Commissioner Hunter seconded the motion, which passed unanimously.

PUBLIC PRESENTATIONS.

Commissioner Hunter moved to set a public hearing to open the County Budget for August 25, 1986. Commissioner Bailey seconded the motion, which passed unanimously.

Commissioner Hunter moved to approve a temporary beer license for the Eagles Club in South Fork Canyon. The motion was to waive the fee for the license. Commissioner Bailey seconded the motion, which passed unanimously.

ADJOURN.

Commissioner Bailey moved to adjourn the public meeting and convene the public hearing at 7:00 p.m. at the Valley School in Huntsville. Commissioner Hunter seconded the motion, which passed unanimously.

PUBLIC HEARING HELD AUGUST 13, 1986 AT VALLEY SCHOOL IN HUNTSVILLE, UTAH.

INVOCATION.

Jeff Burton offered the invocation.

ADJOURN THE PUBLIC MEETING AND CONVENE THE PUBLIC HEARING.

Commissioner Hunter moved to adjourn the public meeting and convene the public hearing. Commissioner Bailey seconded the motion, which passed unanimously.

CONSIDERATION OF CREATION OF OF AN OGDEN VALLEY TRANSMITTER SPECIAL SERVICE DISTRICT.

Commissioner Bailey turned the time over to the President of the Ogden Valley Repeater Station, who stated that the District was needed to upgrade the transmitter and to provide service to areas of the valley that do not now get any T.V. reception.

Brad Dee stated that a study was made and that the finding was that the present site was adequate, for the time being. He also told the crowd that costs of the project have been reviewed and that it is estimated a \$12/year fee could provide sufficient revenue to upgrade the system. The fee would be collected from all private dwellings and establishments with a class "A" or "B" beer license.

A discussion ensued regarding implementation of the district, with most of the crowd favoring creation of the service district. Comments were made regarding the need for the district to raise funds to provide a necessary service, such as T.V. reception. Negative comments were made such as: government does not need to interfere in an area that should be private, the people do not need another avenue for taxation and that the fee for the district could rise to a level that most tax payers would find unacceptable.

Brent Johns pointed out that the tax could not be raised without a public hearing and approval by the service district governing board.

Commissioner stated that the majority rules, not everyone will agree on any one decision, but no action will be taken unless it is the desire of the people.

At this time a member of the audience asked the commission to take a vote on the matter.

ADJOURN THE PUBLIC HEARING AND RECONVENE THE PUBLIC MEETING.

Commissioner Hunter moved to adjourn the public hearing and reconvene the public meeting. Commissioner Bailey seconded the motion, which passed unanimously.

ACTION ON THE PUBLIC HEARING.

Commissioner Hunter moved for creation of the special service district. Commissioner Bailey seconded the motion, which passed unanimously.

ADJOURN.

Commissioner Hunter moved to adjourn the public meeting. Commissioner Bailey seconded the motion, which passed unanimously.



W2795066

STATE OF UTAH



EH 2795066 PG 1 OF 1
LEANN H KILTS, WEBER COUNTY RECORDER
25-MAY-16 1123 AM FEE \$.00 DEP JKC
REC FOR: WEBER COUNTY

OFFICE OF THE LIEUTENANT GOVERNOR
CERTIFICATE OF DISSOLUTION

I, SPENCER J. COX, LIEUTENANT GOVERNOR OF THE STATE OF UTAH,
HEREBY CERTIFY THAT there has been filed in my office a notice of dissolution
pertaining to OGDEN VALLEY NATURAL GAS DISTRICT, dated May 10th, 2016,
complying with Section 17B-1-1308, Utah Code Annotated, 1953, as amended.

NOW, THEREFORE, notice is hereby given to all whom it may concern that the
attached is a true and correct copy of the notice of dissolution, referred to above, on file
with the Office of the Lieutenant Governor pertaining to OGDEN VALLEY NATURAL
GAS DISTRICT, located in Weber County, State of Utah.



IN TESTIMONY WHEREOF, I have
hereunto set my hand, and affixed the Great
Seal of the State of Utah this 20th day of
May, 2016 at Salt Lake City, Utah.

SPENCER J. COX
Lieutenant Governor



W2795067

EM 2795067 PG 1 OF 6
LEANN H KILTS, WEBER COUNTY RECORDER
25-MAY-16 11:24 AM FEE \$0.00 DEP JKC
REC FOR: WEBER COUNTY

RESOLUTION NO. 12-2016

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY APPROVING DISSOLUTION OF THE OGDEN VALLEY NATURAL GAS DISTRICT

WHEREAS, on the 15th day of May, 1996, the Board of County Commissioners of Weber County ("Commission") completed the creation of the Ogden Valley Natural Gas District ("District"); and

WHEREAS, the District was never utilized for the purpose for which it was created; and

WHEREAS, on March 29, 2016, the Commission adopted a resolution (which is attached and incorporated by reference into this resolution) initiating the dissolution of the District, in accordance with Utah Code Ann. § 17B-1-1301 et seq., Dissolution of a Local District; and

WHEREAS, the Commission held a public hearing on May 10, 2016, to allow the public to address the Commission regarding the proposed dissolution;

NOW THEREFORE, having considered all public comments that were provided, the Board of County Commissioners of Weber County hereby adopts this resolution approving dissolution of the Ogden Valley Natural Gas District.

The Clerk/Auditor of Weber County is directed to comply with all statutory requirements to complete the dissolution process, particularly those found in Utah Code Ann. § 17B-1-1308.

DATED this 10th day of May 2016.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By Kerry W. Gibson
Kerry W. Gibson, Chair

Commissioner Bell voted
Commissioner Ebert voted
Commissioner Gibson voted

RB
AE
AG

ATTEST:

Ricky Hatch
Ricky Hatch, CPA
Weber County Clerk/Auditor

RESOLUTION NO. 8-2016

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY INITIATING THE DISSOLUTION OF
THE OGDEN VALLEY NATURAL GAS DISTRICT**

WHEREAS, on the 13th day of May, 1996, the Board of County Commissioners of Weber County ("Commission") completed the creation of the Ogden Valley Natural Gas District ("District") with boundaries as set forth in Attachment "A," which is hereby incorporated into this Resolution; and

WHEREAS, the District was newly utilized for the purpose for which it was created; and

WHEREAS, the Commission now desires to dissolve this District in accordance with Title 17B-1-1301 et seq., Dissolution of a Local District; and

NOW THEREFORE, the Board of County Commissioners of Weber County resolves that it is in the best interest of the public to dissolve the Ogden Valley Natural Gas District and will hold a public hearing on the 10th day of May 2016, 6:00 p.m., for the purpose of allowing the public to ask questions or obtain further information about the proposed dissolution of the District and any issues raised therein.

The Clerk/Auditor of Weber County is directed to provide notice of the public hearing in accordance with 17B-1-1307, and publish such Notice as required therein.


RESOLVED this 29th day of March 2016.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By 
Kerry W. Gibson, Chair

Commissioner Bell voted aye
Commissioner Ebert voted aye
Commissioner Gibson voted aye

ATTEST:


Ricky Hatch, CPA
Weber County Clerk/Auditor

RESOLUTION NO. 25-96

**A RESOLUTION CREATING AND ESTABLISHING THE OGDEN VALLEY
NATURAL GAS IMPROVEMENT DISTRICT AND SETTING FORTH
THE IMPROVEMENTS TO BE PROVIDED BY THE DISTRICT;
PROVIDING THAT PAYMENT FOR THE SERVICES SHALL BE BY
A SERVICE CHARGE OR FEE; APPOINTING THE INITIAL BOARD OF
TRUSTEES AND PRESCRIBING OTHER DETAILS AS PROVIDED BY LAW**

WHEREAS, the present Board of County Commissioners of Weber County and previous Boards have considered the need for natural gas service for the Ogden Valley and certain parts of Morgan County; and

WHEREAS, during the past few years certain groups of citizens in the Ogden Valley have requested Weber County's aid in acquiring such gas service; and

WHEREAS, at various times public meetings have been held to provide information to Ogden Valley residents regarding the cost and methods for providing natural gas service to the area; and

WHEREAS, pursuant to discussions with the board of County Commissioners of Weber County, Mountain Fuel has conducted a door-to-door campaign within Ogden Valley to ascertain those persons and entities who would contract for natural gas services; and

WHEREAS, the results of that campaign demonstrated that over 80% of the volumetric users in the area desire natural gas service and have contracted for such service if it is provided; and

WHEREAS, a public hearing on the creation of the District was held on the 13th day of March, 1996, during the regularly scheduled County Commission Meeting starting 5 p.m., in the County Commission Chambers, at which all interested persons were heard either in support or in opposition to the creation of the district; and

WHEREAS, it was later discovered that notice of such public hearing had not been published three (3) times pursuant to the statutory requirement; and

WHEREAS, in order to correct that error, the Board of County Commissioners of Weber County scheduled another public hearing to be held on the 15th day of May, 1996, during the regular Commission Meeting starting at 9 a.m.; and

WHEREAS, notice of such public hearing was published in the Standard Examiner on the 22nd day of April, 1996, the 29th day of April, 1996, and the 6th day of May, 1996; and

WHEREAS, the Board of County Commissioners has fully considered the comments made at the hearing, both written and oral; and

WHEREAS, on the 23rd day of April, 1996, at the regular scheduled Commission Meeting the Board of County Commissioners of Morgan County, pursuant to the requirements of Section 17A-2-303, Utah Code Annotated, 1953 as amended, considered Resolution 6-96 of the Weber County Commission indicating its intent to create the District; and

WHEREAS, Morgan County, after fully considering that Resolution approved that Resolution thereby giving authority to the Board of County Commissioners of Weber County to include in the District's territory within Morgan County described in Resolution 6-96;

NOW THEREFORE, pursuant to and in accordance to the requirements of Section 17A-2-303, Utah Code Annotated, 1953 as amended, the Board of County Commissioners of Weber County does hereby resolve and declare that the public health, convenience and necessity require the creation of the Ogden Valley Natural Gas Improvement District (the "District") for the purpose of issuing bonds to construct a natural gas main line ("Improvements") which will make natural gas service accessible to the area more fully described in attachment A and illustrated in the attached map.

1. Pursuant to § 17-2-301 et seq., Utah Code Annotated 1953 as amended, a Special District is hereby created and shall include the area described in Attachment "A" and shall be known as the Ogden Valley Natural Gas Improvement District ("District").

2. The District shall be a separate political entity from the County and shall have the authority as provided by law to finance the improvements for which the District is created. The District is created to assist in financing the construction of a high pressure natural gas pipeline and related improvements. The proposed section of natural gas pipeline that will be paid in part by the District will include a high pressure eight inch pipeline beginning at a point on the southern boundary of the District located approximately 1400 feet north of the Mountain Green intersection of the Mountain Green highway and Trappers Loop Road and continue along Trappers Loop Road to the intersection of Trappers Loop Road and SR39; continuing with a six inch high pressure pipeline on SR39, 7800 East and Highway 162 and continuing on to the end of the high pressure pipeline located approximately at the intersection of Highway 162 and River Drive in Eden.

3. The governing body of the District shall be a Board of Trustees initially consisting of three (3) members who shall supervise and control all activities of the District. Pursuant to the authority granted in Section 17A-1-303(6), the Board of County Commissioners of Weber County hereby appoints all three members of its Board to the Governing Board of the District. The name of the initial Trustees are as follows:

Bruce H. Anderson	Weber County Commissioner
Joe H. Ritchie	Weber County Commissioner
Spencer F. Stokes	Weber County Commissioner

4. Pursuant to UCA 17A-2-305(4)(a)(i), the town of Huntsville may exercise its authority to appoint an additional member of the Board of Trustees. If Huntsville exercises its right to appoint a Trustee, the Board of Trustees will consist of four (4) members.

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

RESOLVED this 15 day of May, 1996.

BOARD OF COUNTY COMMISSIONERS

By Bruce H. Anderson
Bruce H. Anderson, Chair

Commissioner Anderson voted
Commissioner Ritchie voted
Commissioner Stokes voted

all
ok
ok

ATTEST:

Minda G. Lundsfjord
Minda G. Lundsfjord, Weber County Clerk

ATTACHMENT 'A'

Being a portion of Township's 7 and 8 North, Range 1 West, Township's 5, 6 and 7 North, Range 1 East, and Township's 6 and 7 North, Range 2 East, Salt Lake Base and Meridian.

Beginning at the Southwest Corner of Section 5, Township 5 North, Range 1 East;

Thence Northerly along the west section line to the Northwest Corner of said Section 5, being the Southwest Corner of Section 32, Township 6 North, Range 1 East;

Thence Northerly along the west section line of Section's 32, 29, 20, 17, 8 and 5, to the Northwest Corner of Section 5, Township 6 North, Range 1 East, being the Southeast Corner of Section 31, Township 7 North, Range 1 East;

Thence Westerly along the south section line of said Section 31 to the South Quarter Corner of said Section 31;

Thence Northerly along the quarter section line to the North Quarter Section Corner of said Section 31, being the South Quarter Section Corner of Section 30 of said township and range;

Thence Westerly along the south section line to the Southwest Corner of said Section 30;

Thence Northerly along the range line to the Northwest Corner of Section 30, Township 7 North, Range 1 East, being the Southeast Corner of Section 24, Township 7 North, Range 1 West;

Thence Westerly along the south section line of said Section 24, to the East Sixteenth Corner between Section's 24 and 25, said corner being the Southwest Corner of the East one-half of the East one-half of Section 24 of said township and range;

Thence Northerly along the sixteenth section lines running thru Section's 24 and 13 to the East Sixteenth Corner between Section's 12 and 13, said corner being the Northwest Corner of the East Half of the East Half of Section 13 of said township and range;

Thence Westerly along the south section lines of said Section's 12 and 11 to the South Quarter Corner of Section 11, Township 7 North, Range 1 West;

Thence Northerly along the quarter section lines of Section's 11 and 2 to the North Quarter Corner of Section 2, Township 7 North, Range 1 West, being the South Quarter Corner of Section 35, Township 8 North, Range 1 West;

Thence Northerly along the quarter section line to the North Quarter Corner of said Section 35;

Thence Easterly along the north section lines of Section's 35 and 36 to the Northeast Corner of Section 36 of said township and range;

Thence Southerly along the range line to the Southeast Corner of Section 36, Township 8 North, Range 1 West, being the Northwest Corner of Section 6, Township 7 North, Range 1 East;

Thence Easterly along the north section line to the Northeast Corner of said Section 6;

Thence Southerly along the east section line to the East Quarter Corner of said Section 6, being the West Quarter Corner of Section 5 of said township and range;

Thence Easterly along quarter section line to the East Quarter Corner of said Section 5;

Thence Southerly along the east section line to the Southeast Corner of said Section 5, being the Northwest Corner of Section 9 of said township and range;

Thence Easterly along the north section line to the Northeast Corner of said Section 9;

Thence Southerly along the east section line to the Southeast Corner of said Section 9, being the Northwest Corner of Section 15 of said township and range;

Thence Easterly along the north section line to the Northeast Corner of said Section 15;

Thence Southerly along the east section line to the Southeast Corner of said Section 15, being the Northwest Corner of Section 23 of said township and range;

Thence Easterly along the north section lines of Section's 23 and 24 to the Northeast Corner of Section 24 of said township and range;

Thence Southerly along the range line to the Southeast Corner of Section 24, Township 7 North, Range 1 East, being the Northwest Corner of Section 30, Township 7 North, Range 2 East;

Thence Easterly along the north section line to the Northeast Corner of said Section 30;

Thence Southerly along the east section line to the Southeast Corner of said Section 30;

Thence Easterly along the north section line the Northeast Corner of Section 32 of said township and range;

Thence Southerly along the east section line to the Southeast Corner of Section 32 of Township 7 North, Range 2 East, being the Northwest Corner of Section 4, Township 8 North, Range 2 East;

Thence Easterly along the north section line to the Northeast Corner of Section 4, Township 8 North,

Range 2 East;

Thence Southerly along the east section line to the Southeast Corner of said Section 4, Township 8

North, Range 2 East;

Thence Easterly along the north section line of Section's 10 and 11 to the Northeast Corner of Section 11 of said township and range;

Thence Southerly along the east section line of Section's 11, 14, 23 and 26 to the Southeast Corner of Section 26 of said township and range;

Thence Westerly along the south section line of Section's 26, 27, 28 and 29 to the Southwest Corner of Section 29, being the Northeast Corner of Section 31 of said township and range;

Thence Southerly along the east section line to the Southeast Corner of said Section 31;

Thence Westerly along the township line to the Southwest Corner of Section 31, Township 6 North, Range 2 East, being the Southeast Corner of Section 36, Township 6 North, Range 1 East;

Thence Westerly along township line to the South Quarter Corner of Section 36, Township 6 North, Range 1 East, being the North Quarter Corner of Section 1, Township 6 North, Range 1 East;

Thence Southerly along the quarter section line of Section's 1, 12, 13 and 24 to the South Quarter Corner of Section 24 of said township and range;

Thence Westerly along the south section line of Section's 24 and 23 to the East Sixteenth Corner between Section's 23 and 26, said corner being the Southwest Corner of the East Half of the East Half of Section 23 of said township and range;

Thence Northerly along the sixteenth section line to the Center-Center East Sixteenth Corner of said Section 23, said corner being the southeast corner of the southwest quarter of the northeast quarter of said section 23;

Thence Westerly along quarter section line to the Center Quarter Corner (center of section) of said Section 23;

Thence Northerly along the quarter section lines of Section's 23 and 14 of said township and range to the Center-Center South Sixteenth Corner of Section 14 of said township and range, said corner being the southeast corner of the northeast quarter of the southwest quarter of said section 14;

Thence Westerly along the sixteenth section line to the South Sixteenth Corner between Section's 14 and 15 of said township and range, being the Southwest Corner of the Northwest Quarter of the Southwest Quarter of said Section 14;

Thence Northerly along the west section line to the Northwest Corner of said Section 14, being the Southeast Corner of Section 10 of said township and range;

Thence Westerly along the south section line of Section's 10 and 9 to the Southwest Corner of Section 9 of said township and range;

Thence Northerly along the west section line to the Northwest Corner of said Section 9, being the Southeast Corner of Section 5, Township 6 North, Range 1 East;

Thence Westerly along the south section line of said Section 5 to the point of beginning.

Near Swaiba



W3165154

EH 3165154 PG 1 OF 8
LEANN H KILTS, WEBER COUNTY RECORDER
01-JUL-21 1120 AM FEE \$4.00 DEP DC
Replacement Contract for Weber Basin Water Conservancy District

Account No. 12099

**PETITION TO WEBER BASIN WATER CONSERVANCY DISTRICT
FOR THE ALLOTMENT OF WATER**

Paul & Nicole Coles (herein "Petitioner") hereby applies to the Weber Basin Water Conservancy District (herein "District") for the allotment of the beneficial use of 1.00 acre-foot of untreated replacement water annually, for irrigation and domestic purposes, on land situated in Weber County, Utah, legally described as follows:

Section 23, Township 6N, Range 1E, Acres 8.60

Tax I.D. No.(s): 20-035-0020

Description of Lands:

PART OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT WHICH IS SOUTH 1928.57 FEET ALONG THE SECTION LINE FROM THE EAST QUARTER CORNER OF SAID SECTION 23; AND RUNNING THENCE SOUTH 700.44 FEET ALONG THE SECTION LINE TO THE SOUTHEAST CORNER OF SAID SECTION 23; THENCE SOUTH 88D28'06" WEST 36.40 FEET, THENCE NORTH 40D44'28" WEST 1023.01 FEET TO THE CENTER OF AN EXISTING ROAD, THENCE TWO COURSES ALONG THE CENTER OF SAID ROAD AS FOLLOWS: NORTH 6D37' EAST 185.00 FEET AND NORTH 20D04'15" WEST 80.25 FEET, THENCE SOUTH 64D52' EAST 784.74 FEET TO THE POINT OF BEGINNING. CONTAINING 8.6 ACRES. TOGETHER WITH THE FOLLOWING DESCRIBED RIGHT-OF-WAY: A 50 FOOT RIGHT-OF-WAY ACROSS A PART OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: SAID RIGHT-OF-WAY BEING 25 FEET ON EITHER SIDE OF A PARALLEL TO THE FOLLOWING DESCRIBED ROAD CENTERLINE: BEGINNING AT A POINT WHICH IS SOUTH 2629.01 FEET ALONG THE EAST SECTION LINE, SOUTH 88D28'06" WEST 36.40 FEET ALONG THE SOUTH SECTION LINE AND NORTH 40D44'28" WEST 1023.01 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 23; RUNNING THENCE NORTH 6D37' EAST 185.00 FEET, THENCE NORTH 20D04'15" WEST 186.50 FEET, THENCE NORTH 13D59'45" WEST 93.75 FEET, THENCE NORTH 60D55'45" WEST 223.46 FEET, THENCE SOUTH 80D10'30" WEST 77.49 FEET, NORTH 48D59'30" WEST 114.59 FEET, THENCE NORTH 11D46'15" EAST 211.33 FEET, THENCE NORTH 41D30'42" EAST 58.98 FEET TO THE SOUTH LINE OF THE SNOW BASIN ROAD.

1. APPROVAL BY DISTRICT. In the event that the District grants this petition by executing the Order on Petition, attached hereto, this instrument shall be a contract between the Petitioner and the District (sometimes referred to herein as the "Contract"), which Contract shall be effective on the date upon which the District enters the Order on Petition.

2. OBLIGATION TO PAY. In consideration of such allotment and upon condition that this Petition is granted by the District, Petitioner agrees:

(a) To pay for the right to use the allotted water an amount annually, which amount initially shall be \$482.96. A portion of the above payment amount is to be applied to the extent required on the District's obligations under bonds or other government-District contracts or capital expenditures, and is to be fixed from time to time by the District's Board of Trustees. The remainder of the above payment amount is to apply to the District's general operation, maintenance, and repair and replacement expenses, and other special expenses and costs incurred in operating, maintaining, repairing and replacing the separate facilities of the District used or required in servicing this Contract, hereinafter referred to as "OM&R". Such fair OM&R amounts shall be estimated each year by the Board of Trustees of the District, and any such determination shall be final and conclusive and binding on all parties. If such estimate is more than the actual cost thereof, an appropriate adjustment will be made in the annual OM&R amount for the year following the year for which the estimate was made.

(b) The amount so fixed shall be paid whether or not the Petitioner actually takes or uses the water allotted.

(c) The first payment of the amounts so fixed shall be a tax lien upon the above-described land and the Petitioner shall be bound by the rules and regulations of the District's Board of Trustees. Nothing contained herein shall be construed to exempt the Petitioner from paying the taxes levied.

(d) Notwithstanding any of the forgoing, the District shall be entitled to change the charging structure of this Contract, including the amounts charged under this Contract, as determined from time to time by the District's Board of Trustees. The District may, in its sole and absolute discretion, change the billing structure outlined herein, including but not limited to changing that billing structure so that the Petitioner is billed based on the amounts of water used ("bill for use"), such that the District may choose to charge by the unit or gallon delivered or used, and may institute tiers that provide for increasing charges for each such unit based on the total use. As outlined in this Contract, Petitioner is obligated to install appropriate metering and measuring devices. Petitioner agrees that any such meter will satisfy all requirements of the District and will properly measure water usage, which measurement may be used by the District in determining any overuse, as outlined below, and in determining the appropriate charge under any bill for use payment structure adopted by the District under this paragraph.

3. PENALTY FOR DELINQUENCY: Every installment or charge required to be paid to the District under this Contract, which shall remain unpaid after its due date, shall bear interest from date of delinquency at a rate of 18% APR.

4. REMEDIES IN CASE OF DEFAULT: If the Petitioner shall fail to make any payment due hereunder on or before the due date, or in the event that the petitioner shall violate any

of the terms of this Contract, the District may refuse the delivery of water, or upon written notice to Petitioner, cancel this Contract in its entirety, but either or both of these remedies are not exclusive. The District may exercise any other remedy given by this Contract or by law to enforce collection of any payment due hereunder.

5. USE OF WATER. The use of the water allotted hereby shall be solely for the replacement of underground water diverted, withdrawn or to be diverted or withdrawn by means of a well for irrigation and domestic purposes at a point located on the land hereinabove described, and for no other use or purpose.

6. OVERUSE. The amount of water to which the Petitioner is entitled annually shall not exceed the allotted amount as described above. In the event that Petitioner receives water in excess of the allotted amount in any given year, whether intentionally or unintentionally, the Petitioner will be billed for the excess water at a rate or rates fixed from time to time by the Board of Trustees of the District. Payment for use of water in excess of the allotted amount shall be paid within 30 days from notification by the District. Failure to make payment in full by the due date will result in the total amount being levied as a tax lien in future years, and, at the District's sole discretion, in the discontinuation of service until payment in full is received by the District.

7. UTAH STATE ENGINEER. Petitioner's use of the water hereby allotted as replacement water shall be subject to such rules and regulations as the Utah State Engineer may from time to time prescribe. The Petitioner shall not use the allotted water in any way, and the District will not be obligated to deliver water to the Petitioner as herein provided, until Petitioner first receives an approved exchange application from the Utah State Engineer. It is the responsibility of the Petitioner to obtain such approved exchange application.

8. DELIVERY OF WATER. Delivery of the water hereby allotted by the District shall be as directed by the Utah State Engineer or his representative at the outlet works of Pineview Reservoir. The District shall have no obligation to provide works or facilities of any type to conduct the water hereby allotted from its point of delivery to its ultimate place of use.

9. WATER SHORTAGE. In the event there is a shortage of water caused by drought, inaccuracies in distribution not resulting from negligence, hostile diversion, prior or superior claims or other causes not within the control of the District, no liability shall arise against the District or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom to Petitioner and the payments to the District provided for herein shall not be abated or reduced because of any such shortage or damage. During periods of water shortage, allocations of drinking water for municipal and domestic use and treated and untreated water for industrial use shall have first priority.

10. WATER CONSERVATION. The Petitioner shall, at a minimum, take the following actions to conserve and protect water: (i) keep water use within the District's conservation goals (ii) follow all applicable water use restrictions for landscape watering; (iii) follow all applicable landscape ordinances.

11. FACILITIES. The Petitioner shall construct, operate and maintain, without cost to the district, the well and appurtenant facilities necessary to secure and accurately measure Petitioner's water supply. The metering or other measuring device installed by Petitioner shall be

satisfactory to the Utah State Engineer. The District has no responsibility for the quality or quantity of water that Petitioner is able to secure through the source of Petitioner's well.

12. **BENEFICIAL USE.** The basis, the measure and the limit of the right of the Petitioner in the use of water shall rest perpetually in the beneficial application thereof, and the Petitioner agrees to put the water allotted Petitioner hereby to beneficial use in accordance with law. The Petitioner shall have no right to hold over or accumulate water from year to year, nor to sell or rent the water.

13. **ACCOUNTING AND WATER SUPPLY RECORDS.** The Petitioner shall maintain a set of books and records, satisfactory to the District, which shall keep and furnish suitable records of water supply and the disposition thereof. The Petitioner agrees to provide the above information and documentation to the District upon request, and within 30 days of any such request.

14. **COMPLIANCE WITH LAW.** The Petitioner agrees to fully comply with all applicable federal laws, orders and regulations and the laws of the State of Utah, all as administered by appropriate authorities, concerning the pollution of streams, reservoirs, ground water or water courses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants.

15. **INDEMNIFICATION.** Petitioner agrees to indemnify, protect, and save and hold the District harmless against and in respect of any and all claims, losses, liabilities, damages, costs, deficiencies or expenses (including attorney's fees) resulting from any claim for any rights under the Contract or from the non-fulfillment of any covenant or agreement on the part of Petitioner under or relating to this instrument, and any and all actions, suits, proceedings, demands, assessments, judgments, costs, legal and accounting fees and other expenses incident to any of the foregoing.

16. **NUMBER AND JOINT LIABILITY.** In this instrument, the singular number includes the plural and the plural number includes the singular. If this instrument is executed by more than one person, firm, partnership or corporation, the obligations of each such person, firm, partnership or corporation hereunder shall be joint and several.

17. **NO THIRD-PARTY BENEFICIARIES.** Nothing herein shall be interpreted or construed to confer any right or remedy upon, or any duty, standard of care, liability or inference of liability to or with reference to, any person other than the District and the Petitioner and their respective successors and permitted assigns.

18. **GOVERNING LAW; JURISDICTION.** This instrument shall be governed by and construed in accordance with the domestic laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Utah. Petitioner submits to the jurisdiction of the Second Judicial District Court of the State of Utah in any action or proceeding arising out of or relating to this instrument and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Petitioner waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of the District with respect thereto.

19. INTERPRETATION. In the event an ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this instrument. The paragraph headings contained herein are for purposes of reference only and shall not limit, expand, or otherwise affect the interpretation of any provision hereof. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include the masculine, feminine and neuter gender, and the term "person" shall include any individual, firm, partnership (general or limited), joint venture, corporation, limited liability company, trust, association, or other entity or association or any combination thereof. If any provision of this instrument or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this instrument and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by applicable law.

20. WAIVER. No failure or delay in exercising any right, power or privilege under this instrument, whether intentional or not, shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of a right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

21. SUCCESSION AND ASSIGNMENT. The Contract shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. Petitioner may not assign the Contract or any of its rights, interests, or obligations thereunder without the prior written approval of the District.

22. FURTHER ACTS. The parties hereby agree for themselves, and for their successors and assigns, to execute any instruments and to perform any act which may be necessary or proper to carry out the purposes of the Contract.

23. INCORPORATION OF RECITALS. The recitals set forth in this instrument are incorporated herein by reference and made a part hereof.

24. INTEGRATION. This instrument sets forth the entire understanding of the parties with respect to the subject matter hereof, and all prior negotiations, correspondence, proposals, discussions, understandings, representations, inducements and agreements, whether oral or written and whether made by a party hereto or by any one acting on behalf of a party, shall be deemed to be merged in and superseded by this instrument and shall be of no further force or effect. There are no representations, warranties, or agreements, whether express or implied, oral or written, with respect to the subject matter hereof, except as set forth herein, and no party has relied upon any representation, promise, assurance, covenant, omission or agreement not included in the terms hereof in making the decision to enter into this instrument. This instrument may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements among or between the parties.

25. AMENDMENTS. This instrument may not be modified, amended or changed by any oral agreement, either express or implied. No amendment, modification or change in this instrument shall be valid or binding unless reduced to writing and signed by both the District and the Petitioner. The provisions of this and the immediately preceding sentence themselves may not be amended or modified, either orally or by conduct, either express or implied, and it is the declared

intention of the parties that no provisions of this instrument, including said two sentences, shall be modifiable in any way or manner whatsoever other than through a written document signed by both the District and the Petitioner.

26. EXPENSES OF ENFORCEMENT. In any proceeding to enforce, interpret, rescind or terminate this instrument or in pursuing any remedy provided hereunder or by applicable law, the prevailing party shall be entitled to recover from the other party all costs and expenses, including a reasonable attorney's fee, whether such proceeding or remedy is pursued by filing suit or otherwise, and regardless of whether such costs, fees and/or expenses are incurred in connection with any bankruptcy proceeding. For purposes of hereof, the term "prevailing party" shall include, without limitation, a party who agrees to dismiss an action or proceeding upon the other's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief sought. The provisions set forth in this paragraph shall survive the merger of these provisions into any judgment.

27. EFFECTIVE DATE. This Contract shall become effective upon approval hereof by the District, as indicated by its endorsement herein below.

28. REUSE. The reuse of water delivered pursuant to this contract shall not be allowed without permission of the District. The waste, seepage, or return flow from water delivered pursuant to this contract shall belong to the United States or the District for the use and benefit of the District.

29. NOTICE. Any notice herein required to be given to the Petitioner shall be sufficiently given if sent by mail addressed to the Petitioner at the address listed below, or if sent by electronic mail addressed to the Petitioner at the email address listed below, if any such email address is listed, or through public notice, and to the District office if delivered to 2837 East Highway 193, Layton, Utah 84040.

30. AUTHORIZED EXECUTION. The individuals signing below each represent and warrant (i) that they are authorized to execute this instrument for and on behalf of the party for whom they are signing; (ii) that such party shall be bound in all respects hereby; and (iii) that such execution presents no conflict with any other agreement of such party.

31. CONTRACT ASSESSMENTS: This Petition is governed by the provisions of Utah Code Section 17B-2a-1007, titled "Contract Assessments," together with the rules and regulations of the District's board of trustees relating to contract assessments.

SIGN HERE → *Paul*
SIGN HERE → *Nicole Coles*
 Petitioners and Owners of Land above-described

Paul & Nicole Coles

675 Windsong Ln

North Salt Lake, UT 84054

Address

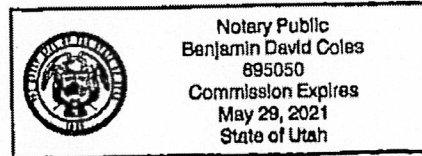
paul@awaplanning.com

Email Address

801-792-1100

Phone Number

STATE OF)
 : ss.
COUNTY OF)



On the 28 day of April, 2021, before me, Benjamin D. Coles a notary
date month year notary public name
 public, personally appeared Paul & Nicole Coles, proved on the basis of
name of document signer(s)

satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Benjamin D. Coles
 NOTARY PUBLIC SIGNATURE

(SEAL)

ORDER ON PETITION

DUE NOTICE having been given and hearing had, IT IS ORDERED that the foregoing petition of Paul & Nicole Coles be granted and an allotment of 1.00 acre-foot of water is hereby made to the lands therein described, upon the terms, at the rates, and payable in the manner as in said petition set forth.

DATED this 27 day of May, 2021.

WEBER BASIN WATER CONSERVANCY DISTRICT

BY Dee Alan Waldron
Dee Alan Waldron, President

ATTEST:

[Signature]
Page I. Flint, Secretary





W2897533

**OGDEN VALLEY PARKS SERVICE AREA
NOTICE OF IMPENDING BOUNDARY ACTION
(Boundary Adjustment)**

EH 2897533 PG 1 OF 1
LEANN H KILTS, WEBER COUNTY RECORDER
28-DEC-17 12:59 PM FEE \$1.00 DEP DC
REC FOR: OGDEN VALLEY PARKS SERV AREA

TO: LIEUTENANT GOVERNOR OF THE STATE OF UTAH

Notice is hereby given that on December 18, 2017, the Board of Trustees of the Ogden Valley Parks Service Area ("Ogden Valley") adopted Resolution 5 which accompanies this Notice. The real property to be annexed into Ogden Valley (the "affected area") is described and depicted in the final local entity plat which accompanies this Notice. It is requested that the Lieutenant Governor issue his certificate of boundary adjustment in accordance with the requirements of Utah Code Annotated.

In satisfaction of the requirements of Utah Code Ann., the Board of Trustees of the Ogden Valley Parks Service Area hereby certifies that all requirements applicable to the annexation of the affected area as part of Ogden Valley have been met.

This notice is accompanied by: (a) a copy of Ogden Valley Resolution 5 and (b) an approved final local entity plat.

The address of Ogden Valley is as follows:
Ogden Valley Parks Service Area
PO Box 34
Eden, UT 84310

DATED this 20th day of December, 2017.

**OGDEN VALLEY PARKS SERVICE AREA
BOARD OF TRUSTEES**

By: *Byron Bailey*
Chair

ATTEST:

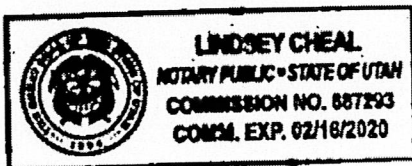
AA Fry
Treasurer

STATE OF UTAH)

: ss.

COUNTY OF WEBER)

On this 28 day of December, 2017, personally appeared before me Lindsey Cheal the signer of the foregoing instrument, who duly acknowledged to me that he is the Chair of the Board of Trustees of the Ogden Valley Parks Service Area and is duly authorized to execute the same, and who verified under oath the accuracy of the said instrument.



Lindsey Cheal
Notary Public



W2897534

EH 2897534 PG 1 OF 5
LEANN H KILTS, WEBER COUNTY RECORDER
28-DEC-17 12:59 PM FEE \$.00 DEP DC
REC FOR: OGDEN VALLEY PARKS SERV AREA

WEBER COUNTY RESOLUTION NO. 43-2017

10-17

**A RESOLUTION TO INITIATE THE ANNEXATION OF UNINCORPORATED AREAS
OF WEBER COUNTY INTO THE
OGDEN VALLEY PARKS SERVICE AREA**

WHEREAS, Weber County is referred to herein as the "County," and

WHEREAS, Ogden Valley Parks Service Area (the "Service Area") provides parks and recreation services to a portion of the area in Weber County commonly known as the Ogden Valley;

WHEREAS, the Service Area recently adjusted its common boundary with Eden Park Service District ("Eden Park"), which provided parks and recreation services to a different portion of the Ogden Valley area, in order that Ogden Valley would effectively take over the entire service area of Eden Park, resulting in a "merger" of the two districts;

WHEREAS, the Service Area and the County have concluded that it is in the best interest of the Service Area, the County, and the property owners and residents of the Ogden Valley area for remaining unincorporated areas of the Ogden Valley, which are currently not within the boundary of any parks and recreation district, to be annexed into the Service Area;

WHEREAS, Utah Code Ann. § 17B-1-403(1)(b) provides that the process to initiate an annexation into a local district may be initiated by a resolution adopted by the legislative body of the county whose unincorporated area includes the area proposed to be annexed; and

WHEREAS, having considered the matter, the Weber County Commission has concluded that it may be in the best interest of the Service Area, the County, and of the property owners and residents in the affected area of Ogden Valley for the remaining unincorporated areas of the Ogden Valley which are currently not within the boundary of any parks and recreation district, to be annexed into the Service Area, in accordance with the requirements of Utah Code Ann. § 17B-1-403(1)(b).

NOW, THEREFORE, BE IT RESOLVED and enacted by the Weber County Commission as follows:

1) That, for the reasons stated in the foregoing recitals, it is proposed that the real property described and otherwise identified in attached Exhibit "A," which is incorporated herein by this reference (the "Affected Area"), be annexed into and become part of the Service Area. A map of the boundaries of the Affected Area is attached as Exhibit "B." which is incorporated by this reference.

2) That this Resolution is adopted by the Weber County Commission for the purpose of fulfilling and complying with the requirements of Utah Code Ann. § 17B-1-403(1)(b) to initiate the statutory procedure for annexing the Affected Area;

3) That within five days after adopting this Resolution, a copy of this Resolution be mailed or delivered to the Board of Trustees of the Service Area, for the Service Area to

complete the statutory steps necessary to effectuate the annexation, including holding a public hearing on the proposed annexation pursuant to Utah Code Ann. § 17B-1-409 within 45 days, allowing for a 30-day protest period pursuant to Utah Code Ann. § 17B-1-412, and, if an insufficient number of protests are filed, adopting a resolution approving the annexation pursuant to Utah Code Ann. § 17B-1-414.

4) That this Joint Resolution has been placed on the agenda of a Weber County Commission meeting and this action is taken in compliance with the Utah Open and Public Meetings Act.

5) That this Joint Resolution shall take effect immediately when it has been approved by the Weber County Commission in accordance with the dates set forth below.

Approved and passed by the Weber County Commission on the dates set forth below.

**BOARD OF COUNTY COMMISSIONERS OF
WEBER COUNTY**

Date: October 17, 2017

By: *James Ebert*
James Ebert, Chair

Commissioner Ebert voted: aye
Commissioner Gibson voted: aye
Commissioner Harvey Voted: aye

ATTEST:

Ricky D. Hatch
Ricky D. Hatch, CPA
Weber County Clerk/Auditor

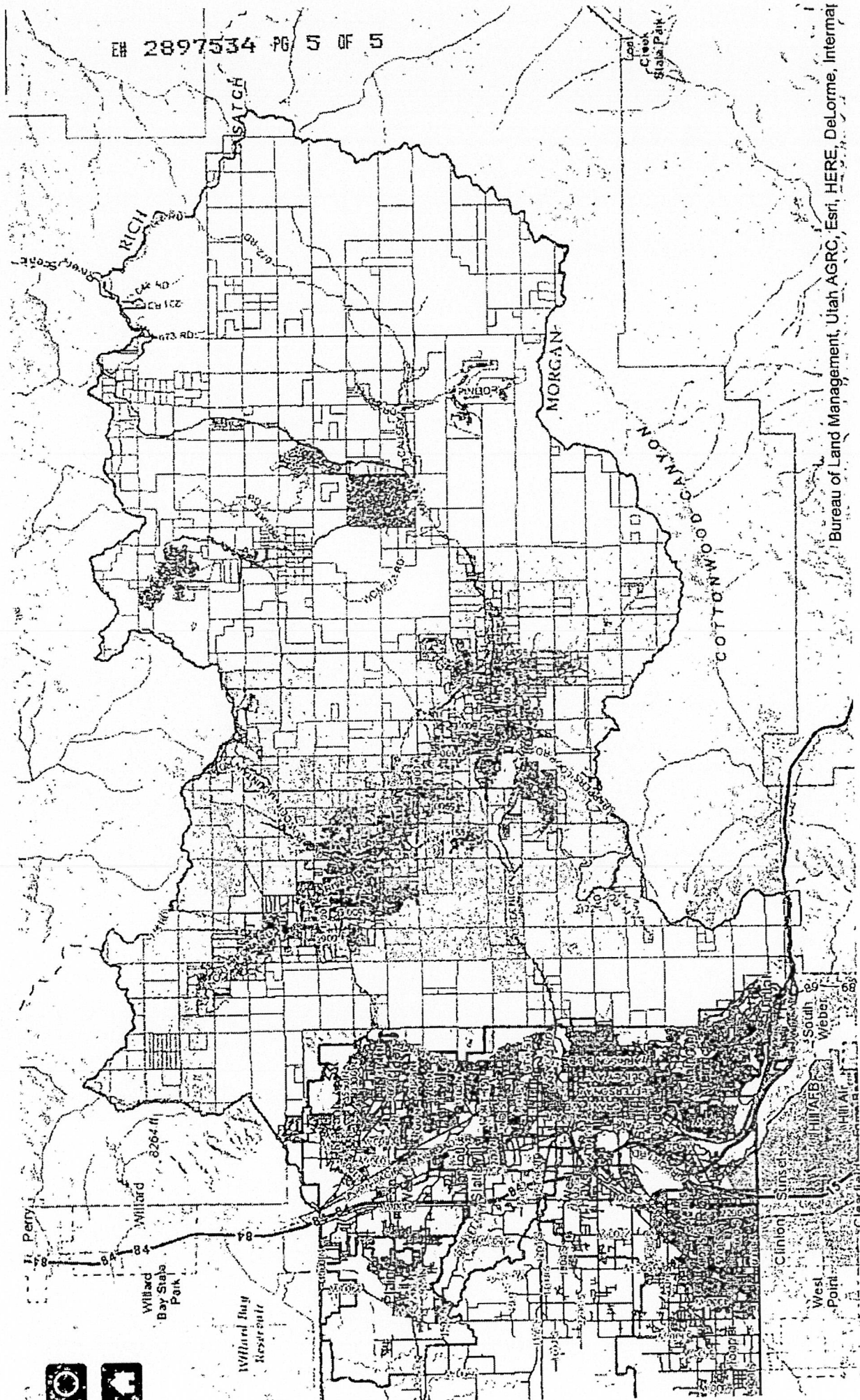


EXHIBIT A
AFFECTED AREA DESCRIPTION

ALL OF UNINCORPORATED WEBER COUNTY (EXCLUDING HUNTSVILLE TOWN) IN OGDEN VALLEY NOT CURRENTLY IN EITHER THE OGDEN VALLEY PARKS SERVICE AREA (FORMERLY WEBER COUNTY SERVICE AREA 5 - LIBERTY PARK) OR EDEN PARK SERVICE AREA.

GENERALLY THE AREA EAST OF THE WEST RIDGELINE SEPARATING OGDEN VALLEY FROM THE MUNICIPALITIES OF PLEASANT VIEW, NORTH OGDEN, OGDEN, SOUTH OGDEN AND UINTAH FROM THE NORTHERN AND NORTHWESTERN COUNTY LINE BETWEEN WEBER COUNTY AND BOX ELDER AND CACHE COUNTIES, THE NORTH EASTERN COUNTY LINE BETWEEN WEBER COUNTY AND RICH COUNTY, AND THE EASTERN AND SOUTHERN COUNTY LINE BETWEEN WEBER COUNTY AND MORGAN COUNTY.

EXHIBIT B
MAP OF AFFECTED AREA



Bureau of Land Management, Utah AGRC, Esri, HERE, DeLorme, Intermap





W2897535

EH 2897535 PG 1 OF 9
LEANN H KILTS, WEBER COUNTY RECORDER
28-DEC-17 100 PM FEE \$1.00 DEP DC
REC FOR: OGDEN VALLEY PARKS SERV AREA

**RESOLUTION
OF
OGDEN VALLEY PARKS SERVICE AREA
(Resolution 5)
APPROVING AN ADJUSTMENT OF THE DISTRICTS BOUNDARY**

WHEREAS, the Ogden Valley Parks Service Area ("Ogden Valley") provides parks and recreation services to a portion of the area in Weber County commonly known as the Ogden Valley; and

WHEREAS, the Service Area recently adjusted its common boundary with Eden Park Service District ("Eden Park"), which provided parks and recreation services to a different portion of the Ogden Valley area, in order that Ogden Valley would effectively take over the entire service area of Eden Park, resulting in a "merger" of the two districts;

WHEREAS, the Service Area and the County have concluded that it is in the best interest of the Service Area, the County, and the property owners and residents of the Ogden Valley area for remaining unincorporated areas of the Ogden Valley, which are currently not within the boundary of any parks and recreation district, and which is described in attached Exhibit "A" (the "Affected Area"), to be annexed into the Service Area;

WHEREAS, Utah Code Ann. § 17B-1-403(1)(b) provides that the process to initiate an annexation into a local district may be initiated by a resolution adopted by the legislative body of the county whose unincorporated area includes the area proposed to be annexed;

WHEREAS, a Resolution of Weber County to Initiate the Annexation of Unincorporated Areas of Weber County into the Ogden Valley Parks Service Area was adopted by the Weber County Council;

WHEREAS, Ogden Valley has held a public hearing on the proposed adjustment of Ogden Valley's boundary to include the Affected Area after having provided public notice as required by law; and

WHEREAS, an insufficient number of protests to the boundary adjustment have been filed by owners of private land within the affected area or by registered voters residing within the Affected Area; and

WHEREAS, all statutory requirements preparatory to the adoption of this Joint Resolution have been satisfied; and

WHEREAS, the Ogden Valley Board of Trustees, after having considered any comments made at the joint public hearing and the reasons for the proposed boundary adjustment deem it to be in the best interests of Ogden Valley and the residents, and the owners of the Affected Area, the Affected Area to be annexed as part of Ogden Valley.

NOW, THEREFORE, BE IT RESOLVED and enacted by the Ogden Valley Parks Service Area Board of Trustees as follows:

1. That this Resolution is adopted the Ogden Valley Board for the purpose of fulfilling and complying with the requirements of Utah Code Ann. § 17B-1-414 relating to adjusting the boundary of Ogden Valley.
2. That the Board of Trustees of Ogden Valley has determined and hereby does determine the proposed boundary adjustment to be equitable and necessary under the circumstances.
3. That the proposed boundary adjustment, which will annex the Affected Area into Ogden Valley is hereby approved, with the boundary adjustment to be effective upon the Lieutenant Governor's issuance of a certificate of boundary adjustment under Utah Code Ann. §§ 17B-1-417(7) and 67-1a-6.5.
4. That, from and after the effective date of this boundary adjustment, the Affected area shall be Annexed to and be part of the Ogden Valley Parks Service Area.
5. That the Chair of the Ogden Valley Board of Trustees, acting for the Board, shall be and hereby is authorized and instructed to issue a written notice of the boundary adjustment (the "notice of impending boundary action") for delivery to the Lieutenant Governor, including a certification by the Ogden Valley Board of Trustees that all requirements for the boundary adjustment have been complied with.
6. That, after the Lieutenant Governor has issued the certificate of boundary adjustment to Ogden Valley, the Chair of the Ogden Valley Board of Trustees or Ogden Valley's General Manager is instructed to submit to the Weber County Recorder for recordation the following documents: the original notice of impending boundary action; the certificate of boundary adjustment issued by the Lieutenant Governor; an approved final local entity plat; and a certified copy of this Joint Resolution. After those documents have been recorded, Ogden Valley may levy and collect a property tax on the affected area and may otherwise proceed as allowed by Utah Code Ann. §§ 17B-1-417(7) and 59-2-305.5(2).
7. That this Resolution has been placed on the agenda of meeting of the Board of Trustees of Ogden Valley and this action is taken in compliance with the Utah Open and Public Meetings Act.
8. That this Joint Resolution shall take effect upon its approval and adoption by Ogden Valley, but the annexation shall not be complete until the Lieutenant Governor issues a certificate of boundary adjustment as provided in paragraph 3 above and Ogden Valley may not assess a property tax against the affected area until the recordings referenced in paragraph 6 above have been completed.

Approved and passed by the Board of Trustees of the Ogden Valley Parks Service Area on the date set forth below.

OGDEN VALLEY PARKS SERVICE AREA

Date: 12/28/17

By: Bryan Bailey
Chair

ATTEST:

[Signature]
Treasurer

STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

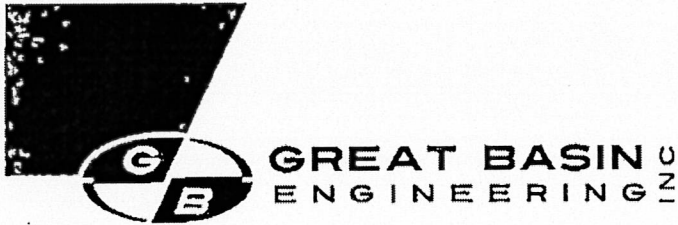
On this 28th day of December, 2017, personally appeared before me Bryan Bailey, the signer of the foregoing instrument, who duly acknowledged to me that he is the Chair of the Board of Trustees of the Ogden Valley Parks Service Area and is duly authorized to execute the same, and who verified under oath the accuracy of the said instrument.

[Signature]
Notary Public



EXHIBIT "A"
(Legal description of Affected Area to be attached)

4844-4961-3106, v. 2

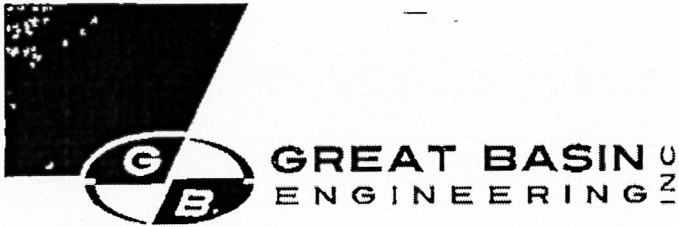


December 13, 2017
Revised December 20, 2017

**Ogden Valley Parks Service Area
Annexation Boundary Description**

All of Sections 1, 12, 13, and 24, Township 6 North, Range 1 West, all of Sections, 1, 12, 13, 24, 25, and 36 Township 7 North, Range 1 West, a part of Section 24, and All of Sections 25 and 36, Township 8 North, Range 1 West, a Part of Section 2 through 5 and All of Section 6, Township 5 North, Range 1 East, the South Half of Section 11, All of Sections 12 through 34, a part of Section 35 & 36, Township 6 North, Range 1 East, a part of the Northeast Quarter of Section 1, Township 7 North, Range 1 East, a part of Sections 18, 19, 28, 29, 30, 33, and 36, and All Sections 31 and 32, Township 8 North, Range 1 East, All of Section 1 through 3, and part of Sections, 4, 5, 9, 10, 11, and 12, Township 5 North, Range 2 East, all of Sections 1 through 30, and 33 through 36, and a part of Sections 31 and 32, Township 6 North, Range 2 East, All of Sections 1 through 3, 10 through 15, 22 through 27, and 34 through 36, and part of Section 5 and 6, Township 7 North, Range 2 East, all of Sections, 25, 26, 35, and 36, and a part of Sections 13 through 16, 21 through 24, 27, 33 and 34, Township 8 North, Range 2 East, a part of sections 5 through 7, Township 5 North, Range 3 East, all of Sections, 1 through 21, and 29 through 32, and a part of Sections, 22, through 24, 27, 28 and 33, Township 6 North, Range 3 East, all of Sections, 1 through 36, Township 7 North, Range 3 East, a part of Sections 13, 14, 19 through 25, and 30, and all of Sections 26 through 29, and 31 through 36, Township 8 North, Range 3 East, a part of Sections 1, 11, 12, 14, 15, 19, through 22, 28, and 29, and all of Sections 2 through 10, and 16 through 18, Township 6 North, Range 4 East, a part of Sections 1, 2, 12, 13, 24, 25, and 36, and all of Sections, 3 through 11, 14 through 23 and 26 through 35, Township 7 North, Range 4 East, a part of Sections, 16, 17, 19, 20, 21, 27, 28, 30, 34 and 35, and all of Sections 29, and 31 through 33, Township 8 North, Range 4 East, and a part of Sections 6, 7, 8, and 18, Township 7 North, Range 5 East, Salt Lake Base and Meridian U.S. Survey:

Beginning at a point on the boundary of Ogden Valley Parks Service Area Boundary, said point being the Southwest corner of Section 7, Township 6 North, Range 1 East; and running thence nine (9) courses along the Southerly and Easterly Boundaries of said District as follows: (1) Easterly 4.0 miles more or less along the Section Lines to the Southwest corner of Section 11, Township 6 North, Range 1 East; (2) Northerly 0.50 miles more or less along the Section line to the West Quarter corner of said Section 11; (3) Easterly 1.0 miles more or less along the Quarter Section line to the East Quarter corner of said Section 11; (4) Northerly 0.50 miles more or less along the Section line to the Northwest corner of Section 12, Township 6 North, Range 1 East; (5) Easterly 1.0 miles more or less along the Section line to the Northeast corner of said Section 12; (6) Northerly 1.0 miles more or less along the Section line to the Northwest corner of Section 6, Township 6 North, Range 2 East; (7) Easterly 3.0 miles more or less along the Section lines to the Northeast corner of Section 4, Township 6 North, Range 2 East; (8) Northerly 6.0 miles more or less along the Section Lines to the Northeast corner of Section 4, Township 7 North, Range 2 East; and (9) Westerly 1,798 more or less along the Section line to the Weber-Cache County Line; thence Northerly, Westerly and Easterly 18.5 miles more or less along the Weber-Cache County Line to the Weber-Rich County line; thence Southeasterly 6.5 miles more or less along the Weber-Rich County line to the Weber-Morgan County Line; thence Southerly, and Westerly 33 miles more or less along said Weber-Morgan County line to the South line of Section 5, Township 5 North, Range 1 East; thence Westerly 1.5 miles more or less along the Section lines to the Southwest corner of Section 6, Township 5 North, Range 1 East; thence Northerly 3.0 miles more or less along Section lines to the Southeast corner of Section 24, Township 6 North,



Range 1 West; thence Westerly 1.0 mile more or less along the Section line to the Southwest corner of said Section 24; thence Northerly 12.4 miles more or less along the Section lines to the Weber-Box Elder County Line; thence Northeasterly 1.7 miles more or less along said Weber-Box Elder County Line to the Weber-Cache County Line; thence Southeasterly 4.6 miles more or less along said Weber-Cache County Line to the existing Ogden Valley Parks Service Area Boundary, said point being the East line of Section 33, Township 8 North, Range 1 East; thence three (3) courses along said Boundary as follows: (1) Southerly 3,509 Square Feet more or less along said East Section line to the Southeast corner of said Section 33; (2) Westerly 3.0 miles more or less along the Section lines to the Southwest corner of Section 31, Township 8 North, Range 1 East; and (3) Southerly 8.0 miles more or less along the Section lines to the Southwest corner of Section 7, Township 6 North, Range 1 East, being the Point of Beginning

TOGETHER WITH:

Beginning at the West Quarter corner of Section 36, Township 8 North, Range 1 East, Salt Lake Base and Meridian, said point being on the Easterly line of the Ogden Valley Parks Service Area Boundary; and running thence Northerly 1,879 feet more or less along the West line of Section 36 and said Easterly line to the Weber-Cache County Line; thence Southeasterly 2,555 feet more or less along said Weber-Cache County line to the East-West Quarter Section line of said Section 36 and the Northerly line of said Ogden Valley Parks Service Area Boundary; thence Westerly 1,613 feet more or less along said East-West Quarter Section line and said Northerly line to the POINT OF BEGINNING.

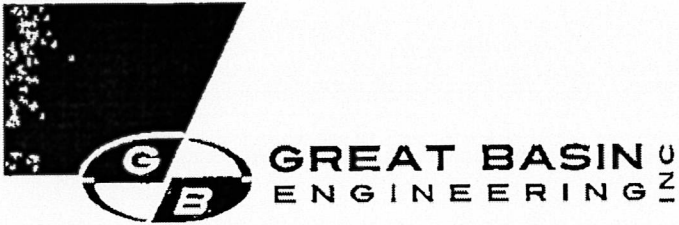
TOGETHER WITH:

Beginning at the Center of Section 1, Township 7 North, Range 1 East, Salt Lake Base and Meridian said point being on the Easterly line of the Ogden Valley Parks Service Area Boundary; and running thence due Northerly 4027 feet more or less along said North-South Quarter Section line of Section 1, and the North-South Quarter Section line of Section 36, Township 8 North, Range 1 East and said Easterly Line to the Weber-Cache County Line; thence Southeasterly 6,816 feet more or less along said County Line to the East-West Quarter Section line of Section 6, Township 7 North, Range 2 East and the Northerly line of said Ogden Valley Parks Service Area Boundary; thence Westerly 4,871 feet more or less along said East-West Section line and the East-West Section Line of said Section 1 and said Northerly line, to the POINT OF BEGINNING.

TOGETHER WITH:

Beginning at the South Quarter Corner of Section 6, Township 7 North, Range 2 East, Salt Lake Base and Meridian, said point being on the Easterly line of the Ogden Valley Parks Service Area Boundary; thence Northerly 2,470 feet more or less along the North-South Quarter Section line and said Easterly line to the Weber-Cache County Line; thence Easterly 5,815 feet more or less along said County line to the North-South Quarter Section line of Section 5, Township 7 North, Range 2 East and the Westerly line of said Ogden Valley Parks Service Area Boundary; thence two (2) courses along said Boundary as follows: (1) Southerly 1,919 feet more or less along said North-South Quarter Section Line to the South Quarter corner of said Section 5; and (2) Westerly 5,280 feet more or less along the Section line of Sections 5 and 6 to the POINT OF BEGINNING.

TOGETHER WITH:



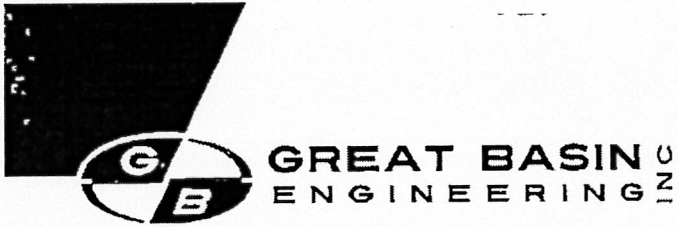
Beginning at the East Quarter Corner of Section 5, Township 7 North, Range 2 East, Salt Lake Base and Meridian, said point being on the Northerly line of the Ogden Valley Parks Service Area Boundary; thence Westerly 1,283 feet more or less along the East-West Quarter Section line and said Northerly line to the Weber-Cache County Line; thence Northeasterly 1,325 feet more or less along said County line to the East Section line of said Section 5 and the Easterly line of the Ogden Valley Parks Service Area Boundary; thence Southerly 1,066 feet more or less along Section line and said Easterly line to the POINT OF BEGINNING.

LESS AND EXCEPTING THE CURRENT AREA CONTAINED WITHIN THE EXISTING CORPORATE CITY LIMITS OF THE TOWN OF HUNTSVILLE CITY
MORE PARTICULARLY DESCRIBED AS:

Beginning at a point on the Existing corporate limits of Huntsville Town, said point being 680.7 feet North 0°32'00" East (North by Record) from the Southeast corner of the Southwest Quarter of Section 12, Township 6 North, Range 1 East, Salt Lake Base and Meridian; and running thence North 59°43'00" East (N 59°11' E by record) 624.50 feet (626.30 feet by record) to the West line of Plat of Addition to The Corporate Limits of Huntsville Town Corporation (Book 19, Page 32); thence five (5) courses along the West and North Boundary of said Plat of Addition as follows (1) North 01°48'01" West 317.99 feet; (2) South 89°28'00" East 248.21 feet; (3) North 01°38'00" West 374.44 feet; (4) South 89°28'00" East 280.70 feet; and (5) South 53°48'00" East (S 54°20" E by record) 394.44 feet (390 feet by record) to the Northwest corner of Plan of Annexation to The Town of Huntsville Corporate Limits (Book 38, Page 45); thence five (5) courses along the Northerly and Easterly lines of said Plan of Annexation as follows: (1) South 53°48'00" East (S 54°20" E by record) 533.54 feet (530.00 feet by record); (2) South 03°19'00" West (S 2°47'00" E by record) 612.05 feet (619.04 feet by record); (3) North 89°28'00" West (West by Record) 40.00 feet; (4) South 10°09'00" West (S 9°37'00" W by record) 196.50 feet; and (5) South 04°21'00" East (S 4°53'00" E by record) 349.30 feet to the Northerly line of the Original Huntsville Town Boundary (Book 8, Page 57a); thence two (2) courses along said Original Huntsville Town Boundary as follows: (1) South 89°28'00" East 49.16 feet; and (2) South 01°12'00" East 305.07 feet to the Northeasterly boundary of the Plan of Annexation to The Town of Huntsville Corporate Limits (Book 62, Page 01); thence South 61°16'58" East (S 61°16'38" E by record) 73.76 feet (75.30 feet by record) to the Northerly line of said Original Huntsville Town Boundary; thence five (5) courses along said Northerly line as follows: (1) North 88°08'00" East 1,499.16 feet; (2) North 07°57'00" West 81.00 feet; (3) North 89°27'00" East 174.00 feet; (4) South 00°04'00" West 76.00 feet; and (5) North 88°08'00" East 637.41 feet to the Westerly boundary of the Plat of Annexation to the Corporate limits of Huntsville City - Ordinance #2014-02-16 (Book 75, Page 68); thence nine (9) courses along the Westerly, Northerly and Easterly boundaries of said Plat of Annexation as follows: (1) North 24°13'51" East (N 24°34'53" E by record) 312.59 feet (365.66 feet by record); (2) North 71°02'58" East (N 71°24'00" E by record) 301.29 feet; (3) North 03°21'02" West (N 3°00'00" W by record) 267.97 feet; (4) North 73°42'12" East (N 74°03'14" E by record) 172.19 feet; (5) North 87°46'08" East (N 88°07'10" E by record) 187.87 feet; (6) South 66°36'51" East (S 66°15'49" E by record) 77.99 feet; (7) North 03°51'18" East (N 4°12'20" E by record) 510.53 feet; (8) North 88°21'58" East (N 88°43'00" E by record) 262.78 feet; and (9) South 01°19'58" West (S 1°41'00" W by Record) 879.96 feet to the Northerly line of the Plat of Addition to the Corporate Limits of Huntsville Town (Book 55, Page 33); thence two (2) courses along said Northerly and Easterly line of said Plat of Addition as follows: (1) North 88°56'43" East (N 89°08'30" E by record) 544.20 feet; and (2) South 00°07'33" West (S 0°19'20" W by record) 268.72 feet (276.19 feet by record) to the Northerly line of said Original Huntsville

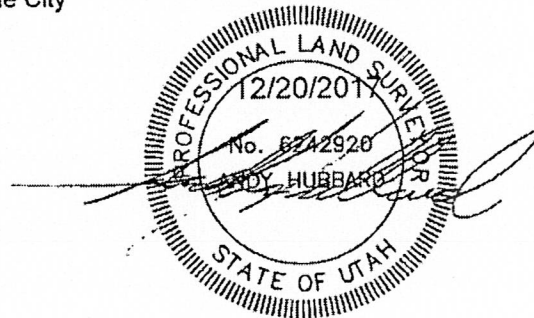


Town Boundary; thence two (2) courses along said Original Huntsville Town Boundary as follows: (1) North 88°08'00" East 770.80 feet; and (2) due South 442.80 feet to the Northerly line of the Plat of Addition to the Corporate Limits of Huntsville Town (Book 23, Page 89); thence four (4) course along said Northerly and the Easterly lines of said Plat of Addition as follows: (1) South 88°41'00" East 400.00 feet; (2) South 02°54'28" East 1,050.00 feet; (3) South 01°18'28" East 284.00 feet; and (4) North 89°08'00" West 59.95 feet (55 feet more or less by record) to the Easterly line of said Original Huntsville Town Boundary; thence South 04°51'25" East (S 4°39' E by record) 1,249.90 feet to the Northerly line of the Plat of Addition to the Corporate Limits of Huntsville Town (Book 45, Page 63); thence eight (8) courses along the Northerly and Easterly lines of said Plat of Addition as follows: (1) South 89°00'22" East (s 88°40'15" E by record) 301.64 feet (296 feet more or less by record); (2) South 15°59'23" East (S 15°39'16" E by record) 18.71 feet; (3) South 22°07'20" East (S 21°47'37" E by record) 51.52 feet; (4) South 03°21'44" East (S 3°01'37" E by record) 72.53 feet; (5) South 03°56'47" West (S 4°16'54" W by record) 100.08 feet; (6) South 14°20'48" East (S 14°00'41" E by record) 97.34 feet; (7) South 86°35'58" West (S 86°56'05" W) 64.50 feet; and (8) South 03°54'02" East (S 3°33'55" E by record) 40.19 feet (24.77 feet by record) to the Northerly line of the Plat of Addition to the Corporate Limits of Huntsville Town Ordinance #2014-08-04 (Book 76, Page 98); thence three (3) courses along the Northerly, Easterly and Southerly lines of said Plat of Addition as follows: (1) North 88°51'04" East (N 89°03'18" E by record) 114.49 feet; thence South 01°17'43" East (S 1°05'28" E by record) 307.35 feet; and (3) South 89°00'51" West (S 89°13'05" W by record) 353.89 feet (356.63 feet by record) to the Easterly line of said Original Huntsville Town Boundary; thence fifteen (15) courses along the Easterly, Southerly and Westerly lines of said Original Huntsville town Boundary as follows: (1) South 04°59'08" East (S 4°39' E by record) 653.84 feet; (2) North 88°05'00" West 485.56 feet; (3) South 88°56'00" West 1,788.00 feet; (4) North 01°17'00" East 1,413.00 feet; (5) North 88°40'00" West 254.00 feet; (6) North 02°19'00" West 145.86 feet; (7) North 00°24'00" West 81.84 feet; (8) North 14°09'00" East 66.00 feet; (9) North 03°43'00" West 228.10 feet; (10) South 89°14'00" West 2,040.00 feet; (11) North 00°39'30" East 660.00 feet; (12) South 89°36'00" West 2,630.00 feet; (13) North 00°08'00" East 660.00 feet; (14) West 665.00 feet; and (15) North 732.90 feet to the Southerly line of the Cemetery Annexation of Huntsville Town (Book 56, Page 7); thence twenty seven (27) courses along the Southerly, Westerly and Northerly lines of said Cemetery Annexation as follows: (1) North 38°48'02" West (N 38°50'43" W by record) 241.17 feet to a point of non-tangent curvature; (2) Northwesterly along the arc of a 985.48 foot radius curve to the left a distance of 287.01 feet (Central Angle equals 16°41'12", and Long Chord bears North 47°08'39" West (N 47°11'18.9" W by Record) 286.00 feet); to a point of compound curvature; (3) Northwesterly along the arc of a 3,624.31 foot radius curve to the left a distance of 398.01 feet (Central Angle equals 06°17'32", and Long Chord bears North 58°38'01" West (N 58°40'40.7" E by record) 397.81 feet) to a point of compound curvature; (4) Westerly along the arc of a 518.69 foot radius curve to the left a distance of 232.93 feet (Central Angle equals 25°43'49", and Long Chord bears North 74°38'42" West (N 74°41'21.9" E by record) 230.98 feet) ; (5) North 87°30'36" West (N 87°33'17" W by record) 969.51 feet to a point of non-tangent curvature; (6) Westerly along the arc of a 646.82 foot radius curve to the right a distance of 313.58 feet (Central Angle equals 27°46'39", and Long Chord bears North 76°06'16" West (N 76°10'25.6" W by record) 310.52 feet) to a point of reverse curvature; (7) Westerly along the arc of a 510.55 foot radius curve to the left a distance of 245.52 feet (Central Angle equals 27°33'10", and Long Chord bears North 75°59'32" West (N 76°02'13.0" W by record) 243.16 feet); (8) North 89°46'07" West (N 89°48'48" W by record) 433.27 feet; (9) North 00°14'41" East (N 0°12'00" E by record) 8.50 feet; (10) South 12°02'41" West (S 12°00'00" W by record) 57.39 feet; (11) South 62°50'41" West (S



62°48'00" W by Record) 211.99 feet; (12) North 89°39'19" West (N 89°42'00" W by record) 260.70 feet; (13) South 46°55'41" West (S 46°53'00" W by record) 186.09 feet; (14) North 89°39'19" West (N 89°42'00" W by record) 404.00 feet; (15) North 05°53'41" East (N 5°51'00" E by record) 227.00 feet; (16) North 29°58'41" East (N 29°56'00" E by record) 135.60 feet; (17) North 45°05'41" East (N 45°03'00" E by record) 216.80 feet; (18) South 89°41'19" East (S 89°44'00" E by record) 301.00 feet; (19) North 00°14'41" East (N 0°12'00" E by record) 32.26 feet; (20) South 89°57'19" East (East by record) 211.97 feet; (21) South 48°12'19" East (S 48°15'00" E by record) 326.80 feet; (22) North 00°14'41" East (N 0°12'00" E by record) 8.50 feet; (23) South 89°46'07" East (S 89°48'48" E by record) 433.27 feet to a point of curvature; (24) Easterly along the arc of a 560.55 foot radius curve to the right a distance of 269.56 feet (Central Angle equals 27°33'10", and Long Chord bears South 75°59'32" East (S 76°02'13.0" E by record) 266.97 feet) to a point of reverse curvature; (25) Easterly along the arc of a 596.82 foot radius curve to the left a distance of 290.41 feet (Central Angle equals 27°52'46", and Long Chord bears South 76°09'20" East (S 76°10'25.6" E by record) 287.55 feet); (26) South 87°30'36" East (S 87°33'17" E by record) 970.62 feet to a point of curvature; and (27) Easterly along the arc of a 568.69 foot radius curve to the right a distance of 184.06 feet (Central Angle equals 18°32'38", and Long Chord bears South 78°14'17" East 183.26 feet) to the Northerly line of the Plat of Addition to the Corporate limits of the Town of Huntsville (Book 30, Page 81); thence South 89°22'00" East (S 89°22' E by record) 18.14 feet along said Northerly line to the Westerly line of the Plat of Addition to the Corporate limits of the Town of Huntsville (Book 31, Page 18); thence two (2) courses along the Westerly and Northerly lines of said Plat of Addition as follows: (1) North 00°38'03" East (North by record) 139.17 feet; and (2) North 73°39'04" East (N 73°01" E by record) 318.50 feet to the Plat of Addition to the Corporate limits of the Town of Huntsville (Book 47, Page 72); thence North 72°34'03" East (N 71°56" E by record) 897.59 feet (883.9 by record) to the Westerly line of the Plat of Addition to the Corporate limits of the Town of Huntsville (Book 31, Page 63); thence two (2) courses along the Westerly and Northerly lines of said Plat of Addition as follows: (1) North 00°32'00" East (North by record) 37.39 feet; and (2) North 59°43'00" East (N 59°11' E by record) 261.60 feet to the POINT OF BEGINNING.

Containing 162,172 acres
 Less 575 acres, more or less. In Huntsville City
 Net Area of 161,600 Acres more or less.





W3174378

EH 3174378 PG 1 OF 1
LEANN H KILTS, WEBER COUNTY RECORDER
10-AUG-21 831 AM FEE \$1.00 DEP NHP
REC FOR: WEBER COUNTY SURVEYOR

When Recorded Return to:
2380 Washington Blvd, Ogden Utah 84401
Weber County

Property Address Affidavit

This affidavit is to address a previously unaddressed parcel. by the request of; Alliance Wealth Advisors. The property address for this parcel is as follows;

DESCRIPTION

PROPERTY ADDRESS

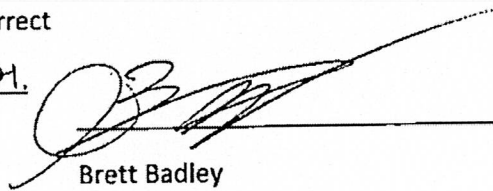
20-035-0020 1662 S Toliver LN, Huntsville, Utah 84317

LEGAL DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; BEGINNING AT A POINT WHICH IS SOUTH 1928.57 FEET ALONG THE SECTION LINE FROM THE EAST QUARTER CORNER OF SAID SECTION 23; AND RUNNING THENCE SOUTH 700.44 FEET ALONG THE SECTION LINE TO THE SOUTHEAST CORNER OF SAID SECTION 23; THENCE SOUTH 88D28'06" WEST 36.40 FEET, THENCE NORTH 40D44'28" WEST 1023.01 FEET TO THE CENTER OF AN EXISTING ROAD, THENCE TWO COURSES ALONG THE CENTER OF SAID ROAD AS FOLLOWS: NORTH 6D37' EAST 185.00 FEET AND NORTH 20D04'15" WEST 80.25 FEET, THENCE SOUTH 64D52' EAST 784.74 FEET TO THE POINT OF BEGINNING. CONTAINING 8.6 ACRES. TOGETHER WITH THE FOLLOWING DESCRIBED RIGHT-OF-WAY: A 50 FOOT RIGHT-OF-WAY ACROSS A PART OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: SAID RIGHT-OF-WAY BEING 25 FEET ON EITHER SIDE OF AN PARALLEL TO THE FOLLOWING DESCRIBED ROAD CENTERLINE: BEGINNING AT A POINT WHICH IS SOUTH 2629.01 FEET ALONG THE EAST SECTION LINE, SOUTH 88D28'06" WEST 36.40 FEET ALONG THE SOUTH SECTION LINE AND NORTH 40D44'28" WEST 1023.01 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 23; RUNNING THENCE NORTH 6D37' EAST 185.00 FEET; THENCE NORTH 20D04'15" WEST 186.50 FEET, THENCE NORTH 13D59'45" WEST 93.75 FEET, THENCE NORTH 60D55'45" WEST 223.46 FEET, THENCE SOUTH 80D10'30" WEST 77.49 FEET, NORTH 48D59'30" WEST 114.59 FEET, THENCE NORTH 11D46'15" EAST 211.33 FEET, THENCE NORTH 41D30'42" EAST 58.98 FEET TO THE SOUTH LINE OF THE SNOW BASIN ROAD.

This assignment is hereby assigned and made on this **10TH day of August 2021** by Brett Badley who is the Addressing Manager of the Weber County Recorder/Surveyor Office.

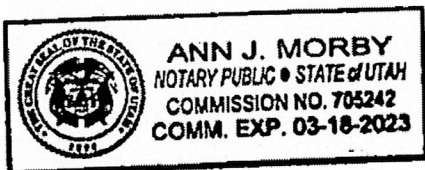
In witness thereof, I swear that above assignments are correct
and to be duly executed on this 10th day of August, 2021.

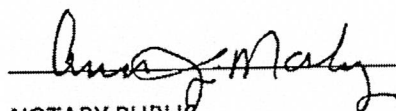

Brett Badley

ADDRESSING MANAGER

STATE OF UTAH)
)ss.
COUNTY OF WEBER)

On this 10 day of Aug, 2021, personally appeared before me, Brett Badley, the signer of the forgoing instrument, who duly acknowledged to me that he executed the same.




NOTARY PUBLIC