

**INTERLOCAL AGREEMENT**  
**Project Jeremiah West | Marriott-Slaterville**

**THIS INTERLOCAL AGREEMENT** (the “Agreement”) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017 and will be effective as of the date set forth in Paragraph 5.d. below, by and between the Marriott-Slaterville City Community Reinvestment Agency (hereafter referred to as the “Agency”) and Weber County (hereafter referred to as the “Entity”). The Agency and the Entity may also be referred to individually as a “Party” and collectively as the “Parties.”

**WHEREAS**, the Agency operates under the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C of the Utah Code (the “Act”), and is authorized to conduct urban renewal, economic development, community development and community reinvestment activities within Marriott-Slaterville City, Utah (the “City”), as contemplated by the Act; and

**WHEREAS**, pursuant to Chapter 5, Part 1 of the Act, the Agency has or intends to authorize and adopt a Community Reinvestment Survey Area (the “Survey Area”), beginning the process by adopting a Project Area Plan, a copy of which, including the legal description and a map of the Project Area, is attached hereto as Exhibit “A” and incorporated herein by this reference; and

**WHEREAS**, the Agency desires to encourage, promote, and provide for the development in the Project Area; and

**WHEREAS**, the Agency anticipates financing the development of the Project Area Plan in part through the use of a portion of the Entity’s Tax Increment, as defined in Utah Code Annotated §17C-1-102(60), generated from the Project Area (“Tax Increment”); and

**WHEREAS**, the Parties have determined that it is in the best interests of the public to enter this Agreement to provide certain financial assistance for the development of the Project Area through the use of Tax Increment financing; and

**WHEREAS**, Utah Code Annotated §17C-5-204(3) authorizes an agency to negotiate with a taxing entity for all or a portion of the taxing entity's project area funds; and

**WHEREAS**, Utah Code Annotated §11-13-215 of the Interlocal Cooperation Act further authorizes the Entity to share its tax and other revenues with the Agency; and

**WHEREAS**, in order to facilitate development of the Project Area, the Entity desires that a portion of the Entity’s share of Tax Increment generated by the Project Area be paid to the Agency in accordance with the terms of this Agreement; and

**WHEREAS**, the provisions of applicable Utah State law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Title 11 Chapter 13 of the Utah Code Annotated, as amended, (hereafter referred to as the “Cooperation Act”);

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**1. Entity’s Consent.**

- a. The Parties agree that for purposes of calculation of the Entity’s share of tax increment from the Project Area to be paid by Weber County to the Agency pursuant to this Agreement, the base year shall be 2014, and the base taxable value shall be \$5,682,946.00 (the 2014 equalized assessed taxable value of all real and personal property within the Project Area), which base taxable value is subject to adjustment by law in accordance with the provisions of the Act. In accordance with Utah Code Annotated §17C-5-204(4) of the Act, and Utah Code Annotated §11-13-215 of the Cooperation Act, the Entity hereby agrees and consents that the Agency shall be paid fifty-five percent (55%) of the Entity’s shares of the Tax Increment from the Project Area (the “Entity’s Share”) for a maximum of fifteen (15) years, consisting of tax years 2018 through 2032, inclusive. The Entity’s Share shall be used for the purpose of providing funds to carry out the Project Area Plan, and as reflected herein, and shall be disbursed as specified herein.
- b. The Entity consents to allow the Agency to use up to, but no more than, five percent (5.0%) of the Tax Increment paid to the Agency as an administrative fee for the purpose of creating, establishing, and administering the Agency. Said administrative fee shall be paid directly to the Agency by Weber County from the Tax Increment provided herein. Said administrative fee shall be deducted from the total proceeds received annually by the Agency. In no event shall the Entity’s Share, as defined in Paragraph 1.a., above, exceed 55% of the Entity’s share of the Tax Increment from the Project Area.
- c. The Entity hereby authorizes and directs Weber County to pay directly to the Agency the Entity’s Share of Tax Increment from the Project Area in accordance with Utah Code Annotated §17C-5-206 for the fifteen (15) year period described in Section 1.a. above.
- d. Notwithstanding the foregoing, if, in less than the specified fifteen (15) years, the Agency receives Tax Increment from the Project Area sufficient to retire, pay, or otherwise satisfy all of the payment obligations of the Agency with regard to the Project Area, including but not limited to debt service on any bonds issued to finance Project Area costs or the maximum amount the Agency has agreed to contribute, the Agency will either: (i) cease collecting the Entity’s Share under this Agreement, or (ii) renegotiate this Agreement with the Entity to provide for the payment of the Entity’s Share for the remainder of all or a portion of the originally contemplated fifteen (15) year period of the collection of the Tax

Increment under this Agreement. It is the intent of the Parties that the payment of Tax Increment from the Project Area to the Agency for eligible costs will not be for longer than the specified fifteen (15) year period.

2. **Authorized Uses of Tax Increment.** The Parties agree that the Agency may apply the Entity's Share to the payment of any of the components of the development as described and contemplated in the Project Area Plan, and to fund the carrying out of the Project Area as authorized by the Act.
3. **No Third Party Beneficiary.** Nothing in this Agreement shall create or be interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the Parties to this Agreement, no person or entity is an intended third party beneficiary under this Agreement.
4. **Due Diligence.** Each of the Parties acknowledges for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts and law upon which this Agreement is based, including representations of the Agency concerning the Project Area and any benefit to the community and to the Parties. Each of the Parties relies upon its own understanding and legal counsel for the relevant law and facts, information, and representations based upon its own due diligence and investigation.
5. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties hereby agree as follows:
  - a. This Agreement shall be authorized and adopted by resolution of the legislative body or governing board of each Party pursuant to and in accordance with the provisions of Utah Code Annotated §11-13-202.5 of the Cooperation Act.
  - b. This Agreement will not take legal effect and the notice described in Section 5.d. below shall not be issued until this Agreement (a) has been approved by each Party as required by Utah Code Ann. § 11-13-202(2), (b) it has been submitted to the attorney authorized to represent each Party for review as to proper form and compliance with law as required by Utah Code Ann. § 11-13-202.5(3), and (c) has been filed with the keeper of records of each Party, as required by Utah Code Ann. § 11-13-209.
  - c. The Executive of the Agency is hereby designated the Administrator of the Agreement for all purposes of the Cooperation Act, in accordance with Utah Code Annotated §11-13-207 of the Cooperation Act, and shall have the power to administer the terms of this Agreement as necessary, but shall not have power to do anything contrary to the terms of this Agreement. It is not expected that voting, as contemplated by Utah Code Annotated §11-13-206(1), will occur, but if it does, then the Parties shall each have an equal vote.

- d. The term of this Agreement shall commence on the publication of the notice required by Utah Code Annotated §17C-5-205 of the Act and shall continue through the date on which all of the Entity's Share for the specified fifteen (15) year period has been paid to the Agency as provided for herein or the Agency ceases to receive such Tax Increment pursuant to Section I.d., but in any event, unless amended, this Agreement shall terminate no later than the end of December 31, 2032, (with final payment being generated in 2033 for activity in tax year 2032). No other termination, in part or in whole, of this Agreement shall be made without the adoption, by resolution, of an amendment to this Agreement by all the Parties.
  - e. Following the execution of this Agreement by both Parties, the Agency shall cause a notice regarding this Agreement to be published on behalf of both of the Parties in accordance with Utah Code Annotated §11-13-219 of the Cooperation Act and on behalf of the Agency in accordance with Utah Code Annotated §17C-5-205 of the Act.
  - f. The Parties agree that they do not, by this Agreement, create an interlocal entity or any separate entity.
  - g. There is no financial or joint or cooperative undertaking and no budget shall be established or maintained.
  - h. No real or personal property will be acquired, held or disposed of or used in conjunction with a joint or cooperative undertaking.
6. **Modification and Amendment.** Except as otherwise provided herein, any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by all Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.
7. **Further Assurance.** Each of the Parties hereto agrees to cooperate in good faith with the other, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.
8. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.
9. **Interpretation.** This Agreement shall be interpreted according to the standard rules of construction. The terms "include," "includes," "including" when used herein shall be deemed in each case to be followed by the words "without limitation."

- 10. Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby:

  - a. Such holding or action shall be strictly construed.
  - b. Such provision shall be fully severable.
  - c. This Agreement shall be construed and enforced as if such provision had never comprised a part hereof.
  - d. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement.
  - e. In lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly reflects the Parties' intent in entering into this Agreement.
- 11. Authorization.** Each of the Parties hereto represents and warrants to the other that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.
- 12. Time of the Essence.** Time shall be of the essence of this Agreement.
- 13. Headers.** The headers used in this Agreement are for convenience purposes only and do not provide any legal right.
- 14. Incorporation of Recitals.** The recitals set forth above, are hereby incorporated by reference as part of this Agreement.
- 15. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

MARRIOTT-SLATERVILLE CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

By: \_\_\_\_\_  
SCOTT VAN LEEUWEN, Chair

Attest:

\_\_\_\_\_  
Secretary

The undersigned, as counsel for the Marriott-Slaterville City Community Development and Renewal Agency, has reviewed the foregoing Amended Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

\_\_\_\_\_  
Attorney

**ADDITIONAL SIGNATURES TO AMENDED INTERLOCAL AGREEMENT**

Weber County

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Title: \_\_\_\_\_

The undersigned, as attorney for the entity listed above, has reviewed the foregoing Amended Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

\_\_\_\_\_  
Attorney

## Exhibit A

### Project Area

#### **15-062-0006**

PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN: BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF 1200 SOUTH STREET, LOCATED SOUTH 40.0 FEET AND NORTH 89D30' WEST 522.60 FEET FROM A WEBER COUNTY MONUMENT, LOCATED AT THE INTERSECTION OF 1200 WEST STREET AND 1200 SOUTH STREET, OGDEN CITY TOWNSITE, (SAID WEBER COUNTY MONUMENT BEING LOCATED NORTH 1092.3 FEET AND WEST 970.2 FEET FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 24); RUNNING THENCE SOUTH 263.10 FEET; THENCE SOUTH 71D45'00" EAST 26.42 FEET; THENCE SOUTH 501.00 FEET, MORE OR LESS, TO THE NORTH R.O.W. LINE OF THE SOUTHERN PACIFIC TRANSPORTATION COMPANY; THENCE (SHOULD BE SOUTH) 79D02'28" EAST 68.00 FEET; THENCE NORTH 295.49 FEET; THENCE EAST 88.00 FEET; THENCE NORTH 296.74 FEET, THENCE NORTH 89D09'49" WEST 87.59 FEET, THENCE NORTH 0D16'54" WEST 191.00 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF 12TH SOUTH STREET, THENCE NORTH 89D30' WEST ALONG SAID STREET 91.33 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

#### **15-062-0007**

PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT IN THE CENTER OF ROAD NORTH 89D30' WEST 288.3 FEET FROM A POINT THAT IS 16.55 CHAINS NORTH AND NORTH 89D30' WEST 18.25 CHAINS FROM THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; RUNNING THENCE NORTH 89D30' WEST IN THE CENTER OF SAID ROAD 309 FEET; THENCE SOUTH 4D WEST 3.09 CHAINS; THENCE SOUTH 66D30' EAST 120 FEET; THENCE EAST 200 FEET; THENCE NORTH 4D EAST 260 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING. CONTAINING 1.80 ACRES.

#### **15-062-0011**

PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: COMMENCING AT A POINT 31.32 CHAINS WEST AND 16.93 CHAINS NORTH OF THE SOUTHEAST CORNER OF SAID QUARTER SECTION; SAID POINT BEING IN CENTER OF STREET AND RUNNING THENCE SOUTH 89D30' EAST 228.36 FEET AND SOUTH 40 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 0D30' WEST 204.03 FEET; THENCE WEST TO POINT ON THE EAST LINE OF THE WILLARD CANAL RIGHT-OF-WAY AS CONVEYED IN BOOK 698, PAGE 44; THENCE NORTH 0D31' EAST TO A POINT 105 FEET EAST OF ENGINEERING STATION 30+45.0; THENCE WEST 25 FEET, THENCE NORTH 0D31' EAST TO THE SOUTH LINE OF 1200 SOUTH STREET; THENCE EAST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

#### **15-062-0076**

PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 1722.48 FEET WEST AND 863.91 FEET NORTH OF THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER, RUNNING THENCE SOUTH 66D30' EAST 137.40 FEET; THENCE SOUTH 16D20' WEST TO THE NORTH LINE OF C.P.R.R. CO. RIGHT-OF-WAY; THENCE WESTERLY TO THE EAST LINE OF WILLARD CANAL; THENCE NORTH 0D31' EAST TO A POINT WEST OF BEGINNING; THENCE EAST TO POINT OF BEGINNING. EXCEPT THAT PART DEEDED TO TWELFTH STREET OF OGDEN (1372-1782).

**15-062-0077**

PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 1722.48 FEET WEST AND 863.91 FEET NORTH OF THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER, RUNNING THENCE SOUTH 66D30' EAST 137.40 FEET; THENCE NORTH 16D20' EAST 0.65 CHAINS; THENCE SOUTH 71D45' EAST 65 FEET; THENCE NORTH 4D EAST 30 FEET; THENCE WEST TO POINT OF BEGINNING.

**15-062-0078**

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH, AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH RIGHT-OF-WAY LINE OF 1200 SOUTH STREET; SAID POINT BEING SOUTH 40.00 FEET AND NORTH 89D30' WEST 522.60 FEET FROM A WEBER COUNTY MONUMENT LOCATED AT THE INTERSECTION OF 1200 WEST STREET AND 1200 SOUTH STREET OGDEN CITY TOWNSITE (SAID WEBER COUNTY MONUMENT BEING NORTH 1092.3 FEET AND WEST 970.20 FEET FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 24); THENCE SOUTH 303.10 FEET; THENCE SOUTH 73D51'05" WEST 118.97 FEET; THENCE NORTH 16D20' EAST 84 FEET; THENCE SOUTH 71D45' EAST 75.23 FEET; NORTH 4D EAST 280 FEET TO THE PLACE OF BEGINNING.

**15-062-0079**

PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN: BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 1200 SOUTH STREET LOCATED SOUTH 40.00 FEET AND NORTH 89D30' WEST 868.56 FEET FROM A WEBER COUNTY MONUMENT LOCATED AT THE INTERSECTION OF 1200 WEST AND 1200 SOUTH STREET, OGDEN CITY TOWNSITE (SAID WEBER COUNTY MONUMENT BEING LOCATED NORTH 1092.3 FEET AND WEST 970.20 FEET FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 24); RUNNING THENCE SOUTH 89D30' EAST 18.29 FEET, THENCE SOUTH 4' WEST 156.40 FEET; THENCE SOUTH 66D30' EAST 120 FEET; THENCE WEST 119.21 FEET; THENCE NORTH 0D30' EAST 204.03 FEET TO POINT OF BEGINNING.

TOGETHER WITH A RIGHT-OF-WAY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: PART OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN: BEGINNING AT A POINT IN THE SOUTH RIGHT-OF-WAY LINE OF 1200 SOUTH STREET, OGDEN CITY TOWNSITE, SAID POINT BEING SOUTH 40.00 FEET AND NORTH 89D30' WEST 873.73 FEET FROM A WEBER COUNTY MONUMENT LOCATED AT THE INTERSECTION OF 1200 WEST STREET AND 1200 SOUTH STREET, OGDEN CITY TOWNSITE (SAID WEBER COUNTY MONUMENT BEING NORTH 1092.3 FEET AND WEST 970.20 FEET FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER SECTION 24); THENCE SOUTH 0D30' WEST 338.14 FEET; THENCE WEST 29 FEET, MORE OR LESS, TO THE EAST RIGHT-OF-WAY LINE OF THE WILLARD CANAL; THENCE NORTH 176.0 FEET ALONG SAID EAST RIGHT- OF-WAY LINE OF WILLARD CANAL; THENCE WEST 25.0 FEET ALONG WILLARD CANAL RIGHT-OF-WAY; THENCE NORTH 162.0 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT OF WAY LINE OF 1200 SOUTH STREET; THENCE SOUTH 89D30' EAST 59.13 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

**15-062-0080**

PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN: BEGINNING AT A POINT 633.68 FEET WEST AND 423.17 FEET SOUTH FROM A WEBER COUNTY MONUMENT LOCATED AT THE INTERSECTION OF 1200 WEST STREET AND 1200 SOUTH STREET, OGDEN CITY TOWNSITE (SAID WEBER COUNTY MONUMENT BEING LOCATED NORTH 1092.3 FEET AND WEST 970.20 FEET FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID



SECTION 24); RUNNING THENCE NORTH 75D47'10" WEST 214.39 FEET; THENCE NORTH 00D30'00" EAST 134.11 FEET; THENCE EAST 119.21 FEET; THENCE SOUTH 66D30' EAST 137.40 FEET THENCE SOUTH 16D20' WEST 137.15 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A RIGHT-OF-WAY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: PART OF LAND SITUATED ON THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN: BEGINNING AT A POINT IN THE SOUTH RIGHT-OF-WAY LINE OF 1200 SOUTH STREET, OGDEN CITY TOWNSITE, SAID POINT BEING SOUTH 40.00 FEET AND NORTH 89D30' WEST 873.73 FEET FROM A WEBER COUNTY MONUMENT LOCATED AT THE INTERSECTION OF 1200 WEST STREET AND 1200 SOUTH STREET, OGDEN CITY TOWNSITE (SAID WEBER COUNTY MONUMENT BEING NORTH 1092.3 FEET AND WEST 970.20 FEET FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER SECTION 24); THENCE SOUTH 0D30' WEST 338.14 FEET; THENCE WEST 29 FEET, MORE OR LESS, TO THE EAST RIGHT-OF-WAY LINE OF THE WILLARD CANAL CO; THENCE NORTH 176.0 FEET ALONG SAID EAST RIGHT-OF-WAY LINE OF WILLARD CANAL; THENCE WEST 25.0 ALONG WILLARD CANAL RIGHT-OF-WAY; THENCE NORTH 162.0 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 1200 SOUTH STREET; THENCE SOUTH 89D30' EAST 59.13 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

**15-062-0082**

PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN. BEGINNING AT A POINT LOCATED NORTH 89D30' WEST 522.60 FEET AND SOUTH 303.10 FEET FROM A WEBER COUNTY MONUMENT LOCATED AT THE INTERSECTION OF 1200 WEST STREET AND 1200 SOUTH STREET, OGDEN CITY TOWNSITE. (SAID WEBER COUNTY MONUMENT BEING LOCATED BY RECORD AS NORTH 1092.3 FEET AND NORTH 89D30' WEST 970.2 FEET FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 24); RUNNING THENCE SOUTH 71D45' EAST 26.32 FEET, THENCE SOUTH 116.41 FEET, THENCE WEST 166.11 FEET, THENCE NORTH 16D20' EAST 95.41 FEET, THENCE NORTH 73D51'05' EAST 118.97 FEET TO THE POINT OF BEGINNING. CONTAINS 0.38 ACRES.

**15-062-0083**

PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN: BEGINNING AT A POINT LOCATED NORTH 89D30' WEST 522.60 FEET AND SOUTH 303.10 FEET AND SOUTH 71D45' EAST 26.32 FEET AND SOUTH 116.41 FEET FROM A WEBER COUNTY MONUMENT LOCATED AT THE INTERSECTION OF 1200 WEST STREET AND 1200 SOUTH STREET, OGDEN CITY TOWNSITE; (SAID WEBER COUNTY MONUMENT BEING LOCATED BY RECORD AS NORTH 1092.3 FEET AND NORTH 89D30' WEST 970.2 FEET FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 24); RUNNING THENCE SOUTH 375.31 FEET TO THE NORTHERLY RIGHT-OF-WAY OF THE CENTRAL PACIFIC RAILROAD; THENCE ALONG SAID RIGHT-OF-WAY NORTH 80D07' WEST 266.64 FEET TO AN EXISTING FENCE CORNER; THENCE NORTH 16D20' EAST 343.40 FEET, THENCE EAST 166.11 FEET TO THE POINT OF BEGINNING. CONTAINS 1.76 ACRES.

**15-062-0010**

PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT LOCATED NORTH 89D30' WEST 522.60 FEET SOUTH 303.10 FEET, SOUTH 71D45' EAST 26.32 FEET, SOUTH 501 FEET AND SOUTH 79D02'28" EAST 68.00 FEET, FROM A WEBER COUNTY MONUMENT LOCATED AT THE INTERSECTION OF 1200 WEST STREET AND 1200 SOUTH STREET, OGDEN CITY TOWNSITE. (SAID WEBER COUNTY MONUMENT BEING LOCATED BY RECORD AS NORTH 1092.3 FEET AND NORTH 89D30' WEST 970.2 FEET FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 24); RUNNING THENCE NORTH 295.49 FEET, THENCE EAST 88.00 FEET, THENCE SOUTH 310.82 FEET TO A POINT SOUTH 80D07' EAST

89.33 FEET FROM THE POINT OF BEGINNING, THENCE NORTH 80D07' WEST 89.33 FEET TO THE POINT OF BEGINNING.

**15-062-0063**

PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING 59 RODS WEST OF THE SOUTHEAST CORNER OF SAID QUARTER SECTION, AND RUNNING THENCE NORTH 0D45' WEST 9.96 CHAINS, THENCE NORTH 76D45' WEST 3.28 CHAINS; THENCE SOUTH 3D45' EAST 14.21 FEET; THENCE NORTH 71D45' WEST 153.71 FEET TO THE WEST LINE OF THE EAST 1/2 OF SAID QUARTER SECTION; THENCE SOUTH 370 FEET, MORE OR LESS, TO C.P.R.R. RIGHT-OF-WAY; THENCE SOUTHEASTERLY ALONG RIGHT-OF-WAY 330 FEET, MORE OR LESS, TO WEST LINE OF STREET; THENCE SOUTH 300 FEET, MORE OR LESS, TO QUARTER SECTION LINE; THENCE EAST 33 FEET, MORE OR LESS, TO BEGINNING. EXCEPT RAILROAD RIGHT-OF-WAY. CONTAINING 3.54 ACRES, MORE OR LESS.

**15-062-0086**

PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT THAT IS 16.55 CHAINS NORTH 18.25 CHAINS NORTH 89D31' WEST AND SOUTH 4D15' EAST 232 FEET, FROM THE SOUTHEAST CORNER OF SAID QUARTER SECTION, RUNNING THENCE SOUTH 3D45' EAST 174.21 FEET, THENCE NORTH 71D45' WEST 153.71 FEET, THENCE NORTH 165.62 FEET, THENCE SOUTH 89D57'45" EAST 127.43 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING RIGHT OF WAY: PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN. BEGINNING AT A POINT ON THE WEST RIGHT OF WAY LINE OF 1200 WEST STREET, LOCATED SOUTH 00D51'45" EAST ALONG THE CENTERLINE OF SAID 1200 WEST STREET 200.33 FEET AND NORTH 89D57'45" WEST 33.19 FEET FROM THE CENTERLINE INTERSECTION MONUMENT OF SAID 1200 WEST STREET AND 1200 SOUTH STREET, RUNNING THENCE NORTH 89D57'45" WEST 313.74 FEET, THENCE SOUTH 30.00 FEET, THENCE SOUTH 89D57'45" EAST 314.19 FEET, THENCE NORTH 00D51'45" WEST 30.00 FEET TO THE POINT OF BEGINNING. (1516-543)

**15-062-0059**

PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 16.55 CHAINS NORTH TO CENTER OF STREET AND 18.25 CHAINS WEST AND 232.70 FEET SOUTH 3D45' EAST FROM THE SOUTHEAST CORNER OF SAID QUARTER SECTION, RUNNING THENCE SOUTH 3D45' EAST 160 FEET; THENCE SOUTH 76D45' EAST 216.48 FEET TO CENTER OF STREET; THENCE NORTH 0D45' WEST 210 FEET, MORE OR LESS, TO A POINT EAST OF BEGINNING; THENCE NORTH 89D55'32" WEST 190.54 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

**15-062-0120**

PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 2 WEST, OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT BEING LOCATED SOUTH 1D07'20" WEST 2094.51 ALONG THE WEST LINE OF SAID SECTION AND NORTH 90D00'00" EAST 3460.05 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 24, RUNNING THENCE NORTH 0D56'10" EAST 23.42 FEET; THENCE SOUTH 78D17'20" EAST 62.05 FEET; THENCE NORTH 7D01'14" EAST 60.20 FEET; THENCE SOUTH 78D17'45" EAST 830.43 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF 1200 WEST STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 0D16'53" EAST 84.85 FEET; THENCE NORTH 78D17'45' WEST 900.81 FEET TO THE POINT OF BEGINNING.

[NOTE: BECAUSE THE DESCRIPTION OF RECORD DID NOT CONTAIN AN AREA FOR THIS PARCEL THE AREA FOR THIS PARCEL WAS CALCULATED BY THE RECORDERS OFFICE FOR TAX PURPOSES – 1.6247 acres]

### MS CRA | Survey Area

