

Date: March 25, 2021  
To: Weber County Board of Commissioners  
From: Sean Wilkinson *SW*  
Director, Community Development Department  
Agenda Date: March 30, 2021  
Subject: **Request to Sale Part of Parcel # 17-091-0008**  
Exhibits: A – Survey Exhibit of Property Boundaries  
B – Purchase Request Letter  
C – Aerial Image of Property  
D – Quitclaim Deeds (Including Property Descriptions)  
E – Real Estate Purchase and Sale Agreements

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**Summary:**

In 2020, the Weber County Recorder/Surveyor's Office completed a survey of several sections of land located within Township 8 North, Range 1 West, including Section 27. This survey correctly identified the east boundary of Section 27 which has been relocated between 169 – 204 feet to the west. This new and correct boundary affects eight parcels (Parcel #'s 17-091-0022 – 0029) located directly west of the County's property (Parcel # 17-091-0008). The fence line and access gate for these eight parcels, and one cabin are now located on the County's property.

In an effort to resolve this situation, a representative of the eight parcel owners approached Weber County about selling the property between the old and new property boundaries. Each of the parcels to be sold consists of between 2.5 – 3 acres. Weber County has agreed to sell each parcel for a total of \$750, which is approximately \$300 per acre, as proposed in a letter from the parcel owner's representative dated November 11, 2020.

The property was declared surplus to the County's needs on March 16, 2021. The Quitclaim Deeds and legal descriptions have been reviewed and approved by the County Attorney's Office and Recorder/Surveyor's Office.

**Property Descriptions:**

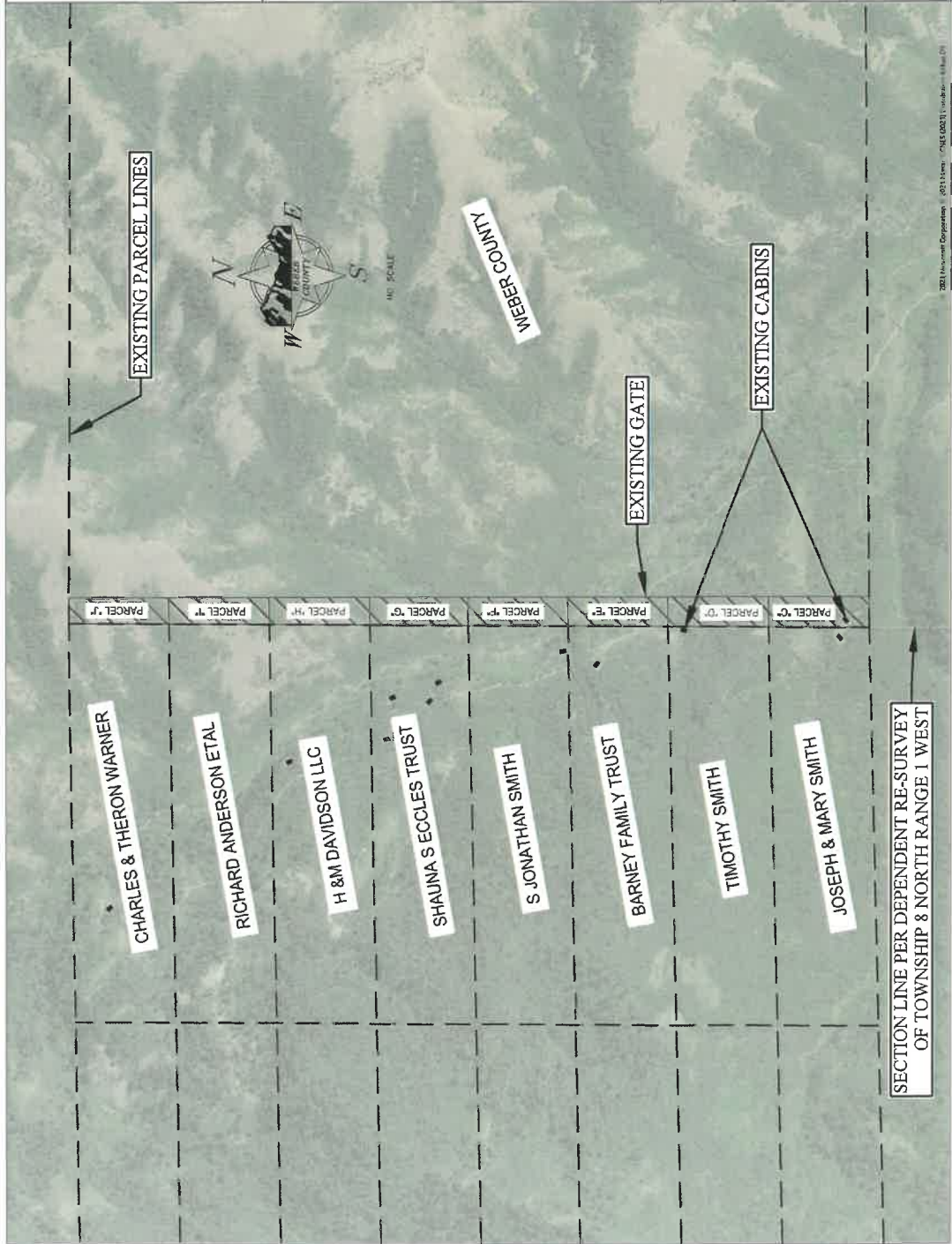
See Exhibit D

**Recommendation:**

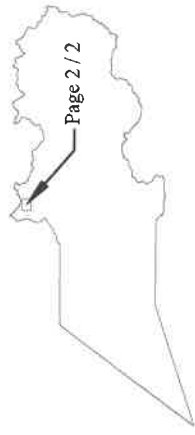
Weber County has no intended future use for this property. Therefore, it is recommended that the Commission sell part of Parcel 17-091-0008 for the reasons described above.

# EXHIBIT OF PROPOSED EXCHANGE

LOCATED IN SECTION 28 OF TOWNSHIP 8 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, WEBER COUNTY, UTAH, MARCH 2021



GENERAL LOCATION IN WEBER COUNTY



Page 2 / 2



**GENERAL NOTES:**

1. AERIAL IMAGERY IS ONLY APPROXIMATE AND FOR INFORMATION PURPOSES ONLY.
2. THIS MAP IS NOT A SURVEY.
3. THE PURPOSE OF THIS EXHIBIT IS TO ASSIST IN VISUALIZING CERTAIN PARCEL DESCRIPTIONS AND LOCATIONS PUT FORTH BEFORE THE WEBER COUNTY COMMISSION

**EXHIBIT OF PROPOSED EXCHANGE**  
 LOCATED IN SECTION 28 OF TOWNSHIP 8 NORTH, RANGE 1 WEST,  
 SALT LAKE BASE & MERIDIAN, WEBER COUNTY, UTAH  
 MARCH 2021



2020 Weber County Seal 210  
 PHONE: (801) 360-0000  
 FAC: (801) 360-0110

DRAWN FOR:  
 WEBER COUNTY COMMISSION

DRAWN BY:  
 JEREMY MATTHEWS

DATE OF DRAWING:  
 3/11/2021

SHEET NUMBER:  
**2/2**

## Exhibit B

November 11, 2020

Dear Weber County Commissioners,

I write to you as representative of the collective owners of Section 27. We express to you our gratitude for authorizing and completing the survey of Section 27 and declaring its corners which came into question with the building of the trails without knowledge of borders.

We also express gratitude to Devron and Jeremy for their professional work. Sad to see Devron go to Cache Valley. It is fortunate for Weber County to have Jeremy as an employee.

As you know the east boundary of Section 27 has now been displaced approximately 174 feet to the west of our current fence and gate. This continues along the complete east boundary. Our section is divided into 8 subsections of 80 acres a piece with the length running east and west and the width of each being 660 feet wide running north and south. Devron informed us at the meeting that this represents about 2.5 acres for each of the 8 owners.

One solution offered and the one we would like to pursue is our purchasing the 2.5 acres per each owner. Mr. Ulibarri came and met with us and told us he assesses that property at the rate of \$300 per acre. Each of the 8 landowners in Section 27 would like to offer this rate as purchase price for the 174 feet per subsection.  $2.5 \text{ acres} \times \$300$  would yield \$750 as a purchase price per subsection. This solution would leave all fence, gate and structures clear of Weber County property.

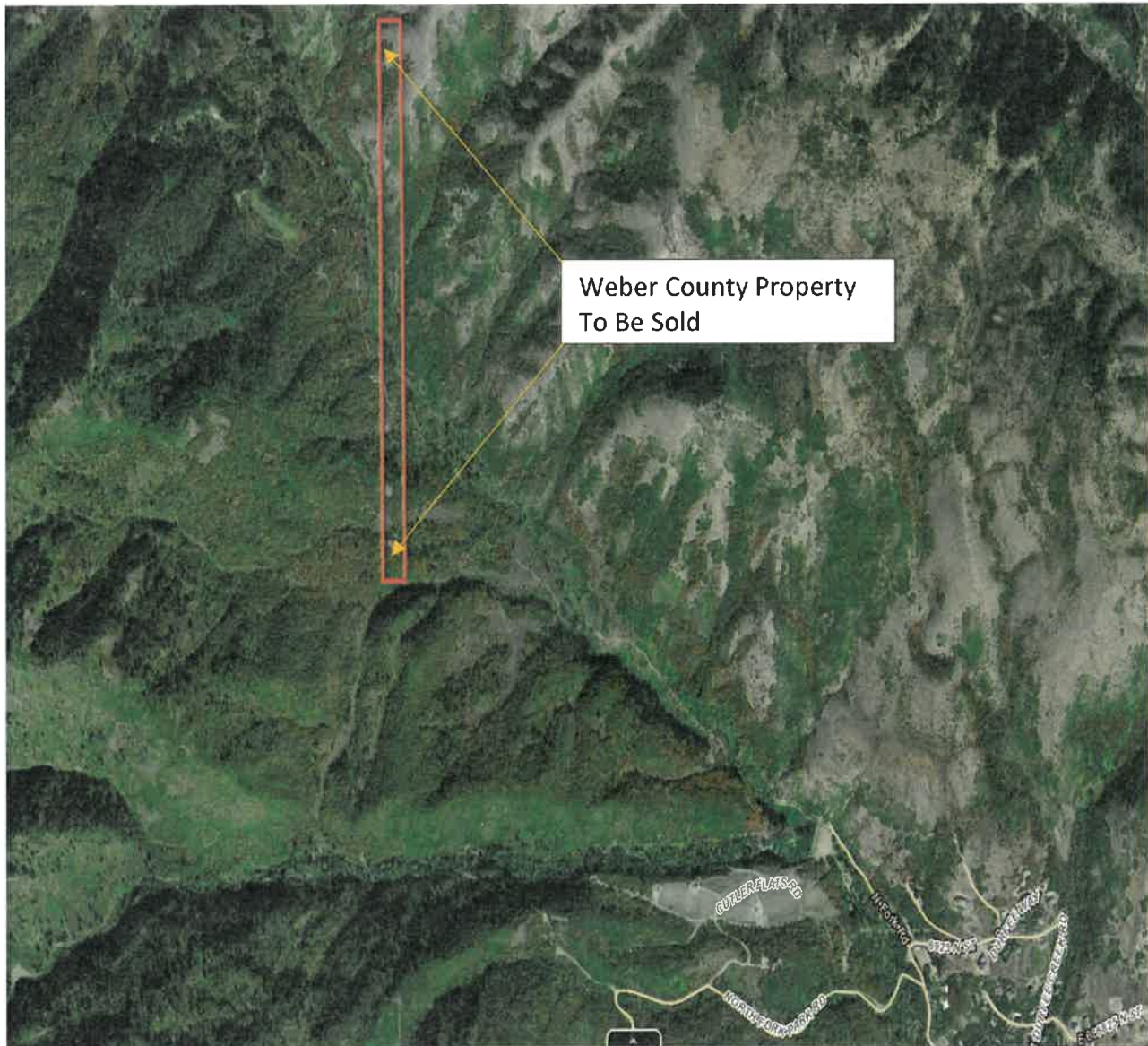
We respectfully await your consideration,

Sincerely,



Royal Eccles

## Exhibit C



## Exhibit D

### Quitclaim Deeds (Including Property Descriptions)



On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me the above-named Grantors, WEBER COUNTY, a political subdivision of the STATE OF UTAH, by and through the Board of County Commissioners, the signer of the foregoing Quitclaim Deed, who acknowledged before me that he signed the Quitclaim Deed of his own free will and choice.

\_\_\_\_\_  
Notary Signature

Stamp:

\_\_\_\_\_  
Acceptance by Board of County  
Commissioners of Weber County  
James H. Harvey, Chair

\_\_\_\_\_  
Attest:  
Ricky Hatch  
Weber County Clerk Auditor

# EXHIBIT A

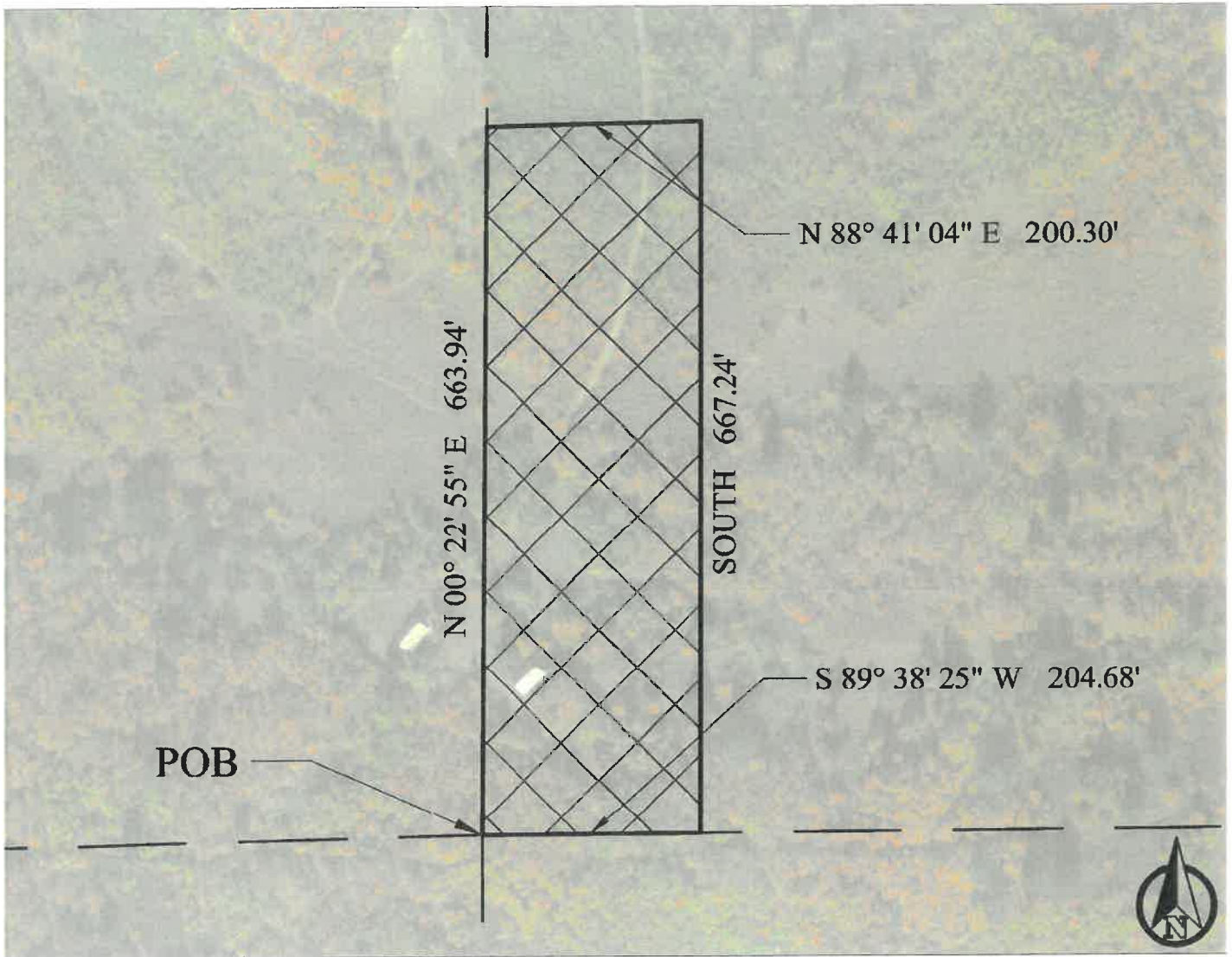
A PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 8 NORTH RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, US SURVEY. BASIS OF BEARING BEING NORTH 00° 22' 55" EAST A DISTANCE OF 5,311.54 FEET BETWEEN THE SOUTHWEST CORNER OF SAID SECTION 26 (KNOWN AS 8N1W34NE) WHICH WAS MONUMENTED BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2020 WITH AN ALUMINUM PIPE MONUMENT AND THE NORTHWEST CORNER OF SAID SECTION 26 (KNOWN AS 8N1W27NE) WHICH WAS MONUMENTED BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2021 WITH AN ALUMINUM PIPE MONUMENT:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 26; AND RUNNING THENCE NORTH 00° 22' 55" EAST A DISTANCE OF 663.94 FEET ALONG WEST LINE OF SAID SECTION 26; THENCE NORTH 88° 41' 04" EAST A DISTANCE OF 200.30 FEET; THENCE SOUTH A DISTANCE OF 667.24 FEET TO THE SOUTH LINE OF SAID SECTION 26; THENCE SOUTH 89° 38' 25" WEST A DISTANCE OF 204.68 FEET ALONG SOUTH LINE OF SAID SECTION 26 TO THE POINT OF BEGINNING. SAID TRACT OF LAND ALSO BEING SHOWN ON A RE-SURVEY OF TOWNSHIP 8 NORTH, RANGE 1 WEST DONE BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2020.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 134,748 SQUARE FEET OR 3.093 ACRES.



# EXHIBIT B



## Legend



Location of Section Line



Location of Deed (Reference: Exhibit A)

When Recorded Mail to:  
Timothy Wright Smith  
3132 N 700 W  
Pleasant View, UT 84414

Parcel D

**QUITCLAIM DEED**

Tax ID No. 17-091-0008

Pin No. NA

Project No. WC-8N1W\_17-091-0008: 001\_D

WEBER COUNTY, grantor, a political subdivision of the STATE OF UTAH, by and through the Board of County Commissioners, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby remise, release, and forever quitclaim to TIMOTHY WRIGHT SMITH, grantee, the following described tract of land in Weber County, Utah:

SEE *EXHIBIT A* AND *EXHIBIT B*

SUBJECT TO EASEMENTS, RESTRICTIONS, ENCUMBRANCES AND RIGHTS OF WAY CURRENTLY OF RECORD.

This quitclaim deed, when executed as required by law, shall have the effect of a conveyance of all right, title, interest, and estate of the grantor in and to the premises herein described and all rights, privileges, and appurtenances thereunto belonging, at the date of the conveyance.

Witness the hand of said Grantor this \_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
James H. Harvey, Chair, Weber County Commission

State of Utah            )  
                                  :ss  
County of \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me the above-named Grantors, WEBER COUNTY, a political subdivision of the STATE OF UTAH, by

and through the Board of County Commissioners, the signer of the foregoing Quitclaim Deed, who acknowledged before me that he signed the Quitclaim Deed of his own free will and choice.

\_\_\_\_\_  
Notary Signature

Stamp:

\_\_\_\_\_  
Acceptance by Board of County  
Commissioners of Weber County  
James H. Harvey, Chair

\_\_\_\_\_  
Attest:  
Ricky Hatch  
Weber County Clerk Auditor

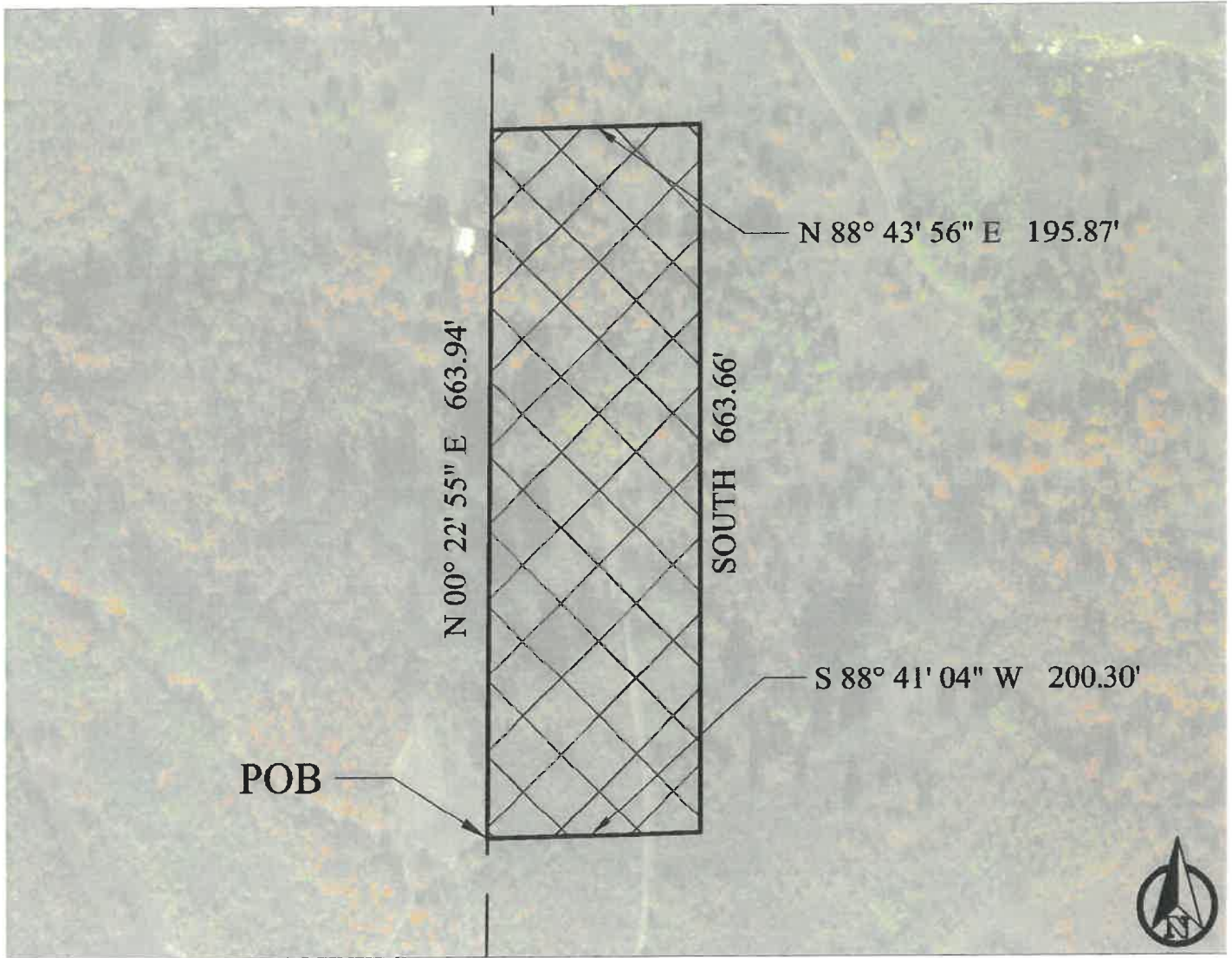
# EXHIBIT A

A PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 8 NORTH RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, US SURVEY. BASIS OF BEARING BEING NORTH 00° 22' 55" EAST A DISTANCE OF 5,311.54 FEET BETWEEN THE SOUTHWEST CORNER OF SAID SECTION 26 (KNOWN AS 8N1W34NE) WHICH WAS MONUMENTED BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2020 WITH AN ALUMINUM PIPE MONUMENT AND THE NORTHWEST CORNER OF SAID SECTION 26 (KNOWN AS 8N1W27NE) WHICH WAS MONUMENTED BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2021 WITH AN ALUMINUM PIPE MONUMENT:

BEGINNING AT A POINT WHICH IS NORTH 00° 22' 55" EAST A DISTANCE OF 663.94 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 26; AND RUNNING THENCE NORTH 00° 22' 55" EAST A DISTANCE OF 663.94 FEET ALONG THE WEST LINE OF SAID SECTION 26; THENCE NORTH 88° 43' 56" EAST A DISTANCE OF 195.87 FEET; THENCE SOUTH A DISTANCE OF 663.66 FEET; THENCE SOUTH 88° 41' 04" WEST A DISTANCE OF 200.30 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND ALSO BEING SHOWN ON A RE-SURVEY OF TOWNSHIP 8 NORTH, RANGE 1 WEST DONE BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2020.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 131,445 SQUARE FEET OR 3.018 ACRES.

# EXHIBIT B



## Legend



Location of Section Line



Location of Deed (Reference: Exhibit A)



On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me the above-named Grantors, WEBER COUNTY, a political subdivision of the STATE OF UTAH, by and through the Board of County Commissioners, the signer of the foregoing Quitclaim Deed, who acknowledged before me that he signed the Quitclaim Deed of his own free will and choice.

\_\_\_\_\_  
Notary Signature

Stamp:

\_\_\_\_\_  
Acceptance by Board of County  
Commissioners of Weber County  
James H. Harvey, Chair

\_\_\_\_\_  
Attest:  
Ricky Hatch  
Weber County Clerk Auditor

# EXHIBIT A

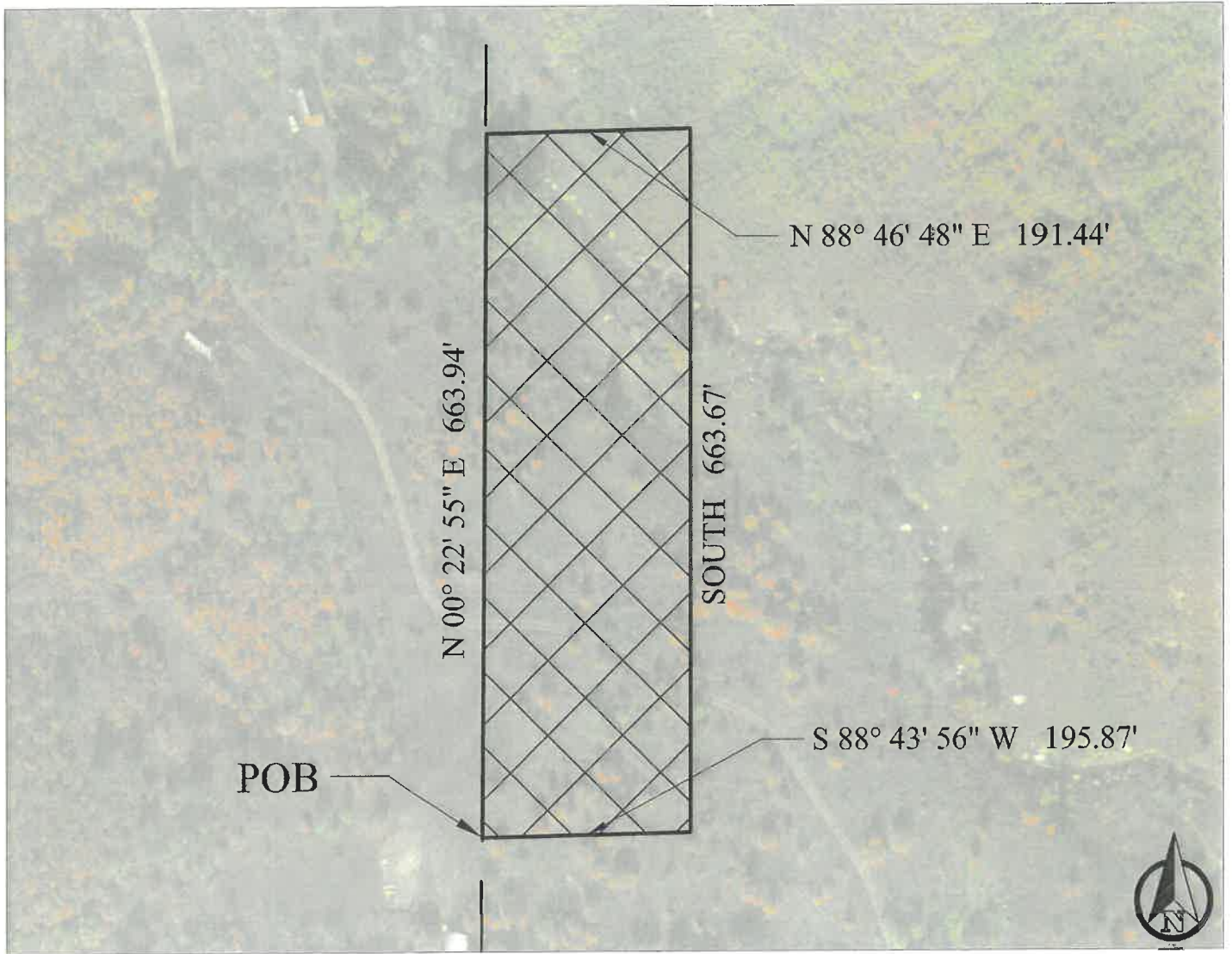
A PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 8 NORTH RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, US SURVEY. BASIS OF BEARING BEING NORTH 00° 22' 55" EAST A DISTANCE OF 5,311.54 FEET BETWEEN THE SOUTHWEST CORNER OF SAID SECTION 26 (KNOWN AS 8N1W34NE) WHICH WAS MONUMENTED BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2020 WITH AN ALUMINUM PIPE MONUMENT AND THE NORTHWEST CORNER OF SAID SECTION 26 (KNOWN AS 8N1W27NE) WHICH WAS MONUMENTED BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2021 WITH AN ALUMINUM PIPE MONUMENT:

BEGINNING AT A POINT WHICH IS NORTH 00° 22' 55" EAST A DISTANCE OF 1,327.88 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 26; AND RUNNING THENCE NORTH 00° 22' 55" EAST A DISTANCE OF 663.94 FEET ALONG THE WEST LINE OF SAID SECTION 26; THENCE NORTH 88° 46' 48" EAST A DISTANCE OF 191.44 FEET; THENCE SOUTH A DISTANCE OF 663.67 FEET; THENCE SOUTH 88° 43' 56" WEST A DISTANCE OF 195.87 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND ALSO BEING SHOWN ON A RE-SURVEY OF TOWNSHIP 8 NORTH, RANGE 1 WEST DONE BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2020.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 128,508 SQUARE FEET OR 2.950 ACRES.



# EXHIBIT B



## Legend



Location of Section Line



Location of Deed (Reference: Exhibit A)

When Recorded Mail to:  
S. Jonathan Smith  
5115 S. Honey Clover Crt.  
Murray, UT 84123

Parcel F

**QUITCLAIM DEED**

Tax ID No. 17-091-0008

Pin No. NA

Project No. WC-8N1W\_17-091-0008: 001\_F

WEBER COUNTY, grantor, a political subdivision of the STATE OF UTAH, by and through the Board of County Commissioners, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby remise, release, and forever quitclaim to S. JONATHAN SMITH, grantee, the following described tract of land in Weber County, Utah:

SEE *EXHIBIT A* AND *EXHIBIT B*

SUBJECT TO EASEMENTS, RESTRICTIONS, ENCUMBRANCES AND RIGHTS OF WAY CURRENTLY OF RECORD.

This quitclaim deed, when executed as required by law, shall have the effect of a conveyance of all right, title, interest, and estate of the grantor in and to the premises herein described and all rights, privileges, and appurtenances thereunto belonging, at the date of the conveyance.

Witness the hand of said Grantor this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
James H. Harvey, Chair, Weber County Commission

State of Utah            )  
                                  :ss  
County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me the above-named Grantors, WEBER COUNTY, a political subdivision of the STATE OF UTAH, by

and through the Board of County Commissioners, the signer of the foregoing Quitclaim Deed, who acknowledged before me that he signed the Quitclaim Deed of his own free will and choice.

\_\_\_\_\_  
Notary Signature

Stamp:

\_\_\_\_\_  
Acceptance by Board of County  
Commissioners of Weber County  
James H. Harvey, Chair

\_\_\_\_\_  
Attest:  
Ricky Hatch  
Weber County Clerk Auditor

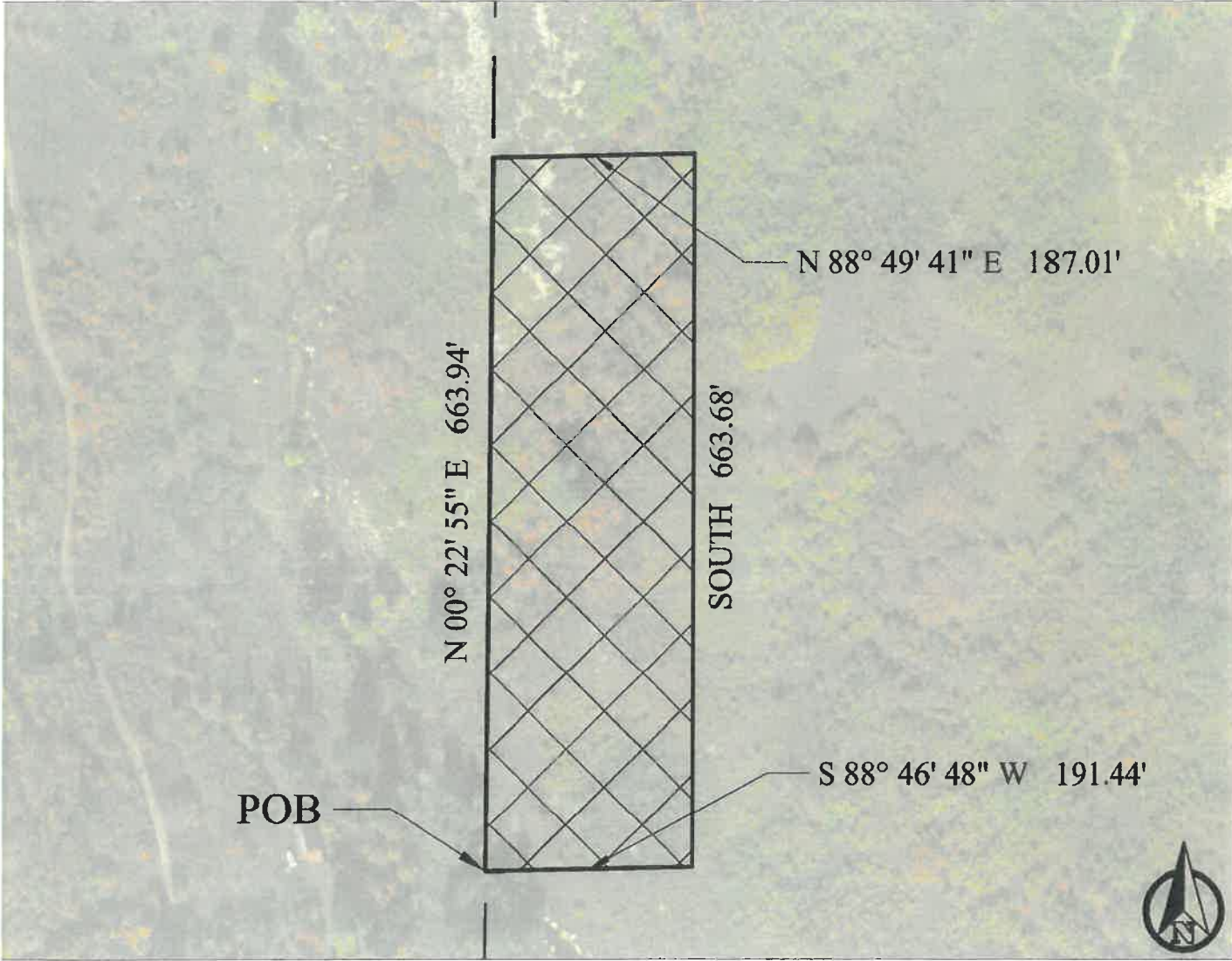
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BEGINNING AT A POINT WHICH IS NORTH 00° 22' 55" EAST A DISTANCE OF 1,991.83 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 26; AND RUNNING THENCE NORTH 00° 22' 55" EAST A DISTANCE OF 663.94 FEET ALONG THE WEST LINE OF SAID SECTION 26 TO THE WEST QUARTER CORNER OF SAID SECTION 26 WHICH WAS MONUMENTED BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2020 WITH AN ALUMINUM PIPE MONUMENT; THENCE NORTH 88° 49' 41" EAST A DISTANCE OF 187.01 FEET; THENCE SOUTH A DISTANCE OF 663.68 FEET; THENCE SOUTH 88° 46' 48" WEST A DISTANCE OF 191.44 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND ALSO BEING SHOWN ON A RE-SURVEY OF TOWNSHIP 8 NORTH, RANGE 1 WEST DONE BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2020.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 125,572 SQUARE FEET OR 2.883 ACRES.

# EXHIBIT B



## Legend



Location of Section Line



Location of Deed (Reference: Exhibit A)



On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me the above-named Grantors, WEBER COUNTY, a political subdivision of the STATE OF UTAH, by and through the Board of County Commissioners, the signer of the foregoing Quitclaim Deed, who acknowledged before me that he signed the Quitclaim Deed of his own free will and choice.

\_\_\_\_\_  
Notary Signature

Stamp:

\_\_\_\_\_  
Acceptance by Board of County  
Commissioners of Weber County  
James H. Harvey, Chair

\_\_\_\_\_  
Attest:  
Ricky Hatch  
Weber County Clerk Auditor

# EXHIBIT A

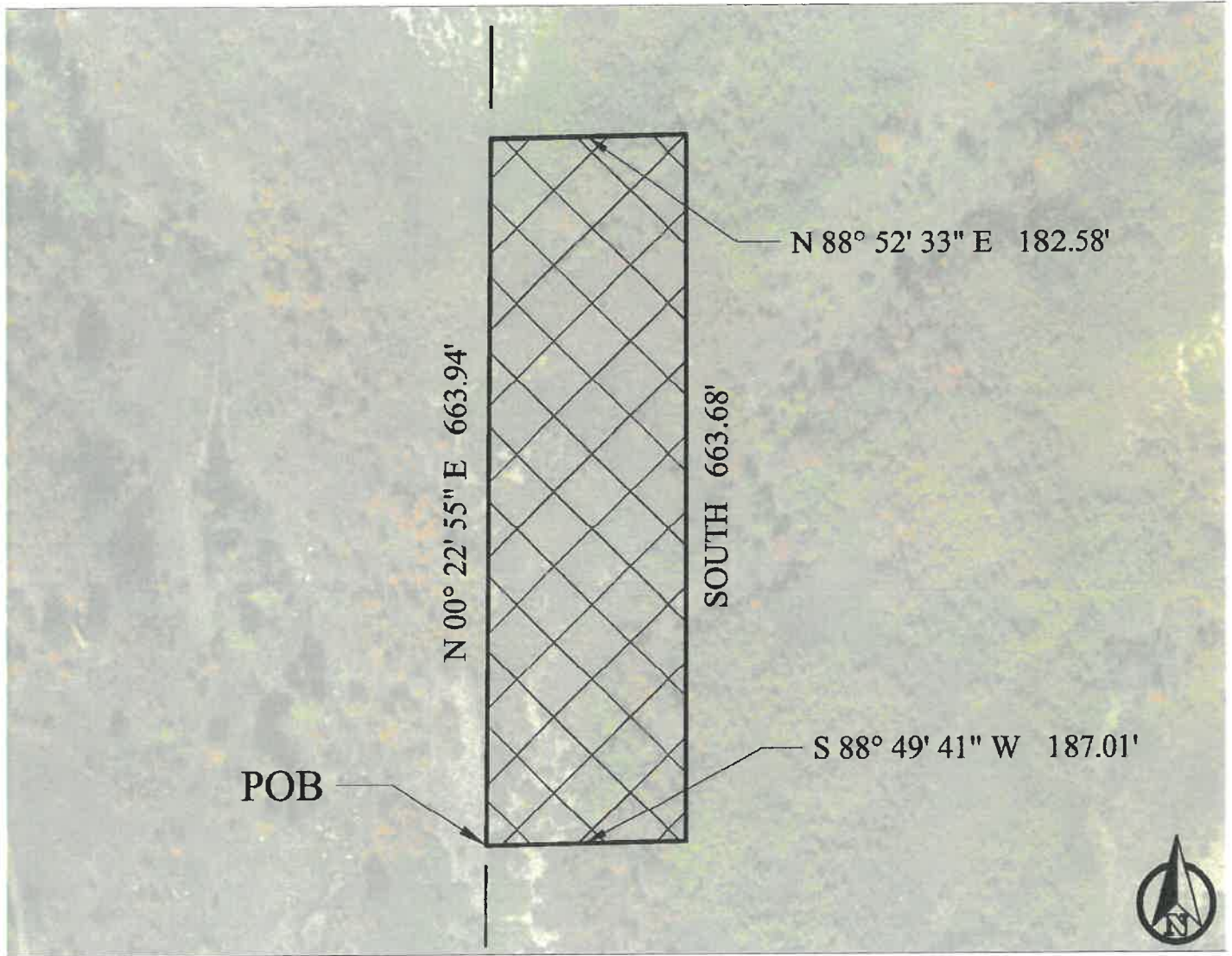
A PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 8 NORTH RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, US SURVEY. BASIS OF BEARING BEING NORTH 00° 22' 55" EAST A DISTANCE OF 5,311.54 FEET BETWEEN THE SOUTHWEST CORNER OF SAID SECTION 26 (KNOWN AS 8N1W34NE) WHICH WAS MONUMENTED BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2020 WITH AN ALUMINUM PIPE MONUMENT AND THE NORTHWEST CORNER OF SAID SECTION 26 (KNOWN AS 8N1W27NE) WHICH WAS MONUMENTED BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2021 WITH AN ALUMINUM PIPE MONUMENT:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 26 WHICH WAS MONUMENTED BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2020 WITH AN ALUMINUM PIPE MONUMENT; AND RUNNING THENCE NORTH 00° 22' 55" EAST A DISTANCE OF 663.94 FEET ALONG THE WEST LINE OF SAID SECTION 26; THENCE NORTH 88° 52' 33" EAST A DISTANCE OF 182.58 FEET; THENCE SOUTH A DISTANCE OF 663.68 FEET; THENCE SOUTH 88° 49' 41" WEST A DISTANCE OF 187.01 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND ALSO BEING SHOWN ON A RE-SURVEY OF TOWNSHIP 8 NORTH, RANGE 1 WEST DONE BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2020.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 122,636 SQUARE FEET OR 2.815 ACRES.



# EXHIBIT B



## Legend



Location of Section Line



Location of Deed (Reference: Exhibit A)

When Recorded Mail to:  
H&M Davidson LLC  
2955 White Cir.  
Salt Lake City, UT 84109

Parcel H

**QUITCLAIM DEED**

Tax ID No. 17-091-0008

Pin No. NA

Project No. WC-8N1W\_17-091-0008: 001\_H

WEBER COUNTY, grantor, a political subdivision of the STATE OF UTAH, by and through the Board of County Commissioners, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby remise, release, and forever quitclaim to H&M DAVIDSON LLC, grantee, the following described tract of land in Weber County, Utah:

SEE *EXHIBIT A* AND *EXHIBIT B*

SUBJECT TO EASEMENTS, RESTRICTIONS, ENCUMBRANCES AND RIGHTS OF WAY CURRENTLY OF RECORD.

This quitclaim deed, when executed as required by law, shall have the effect of a conveyance of all right, title, interest, and estate of the grantor in and to the premises herein described and all rights, privileges, and appurtenances thereunto belonging, at the date of the conveyance.

Witness the hand of said Grantor this \_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
James H. Harvey, Chair, Weber County Commission

State of Utah            )  
                                  :ss  
County of \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me the above-named Grantors, WEBER COUNTY, a political subdivision of the STATE OF UTAH, by

and through the Board of County Commissioners, the signer of the foregoing Quitclaim Deed, who acknowledged before me that he signed the Quitclaim Deed of his own free will and choice.

\_\_\_\_\_  
Notary Signature

Stamp:

\_\_\_\_\_  
Acceptance by Board of County  
Commissioners of Weber County  
James H. Harvey, Chair

\_\_\_\_\_  
Attest:  
Ricky Hatch  
Weber County Clerk Auditor

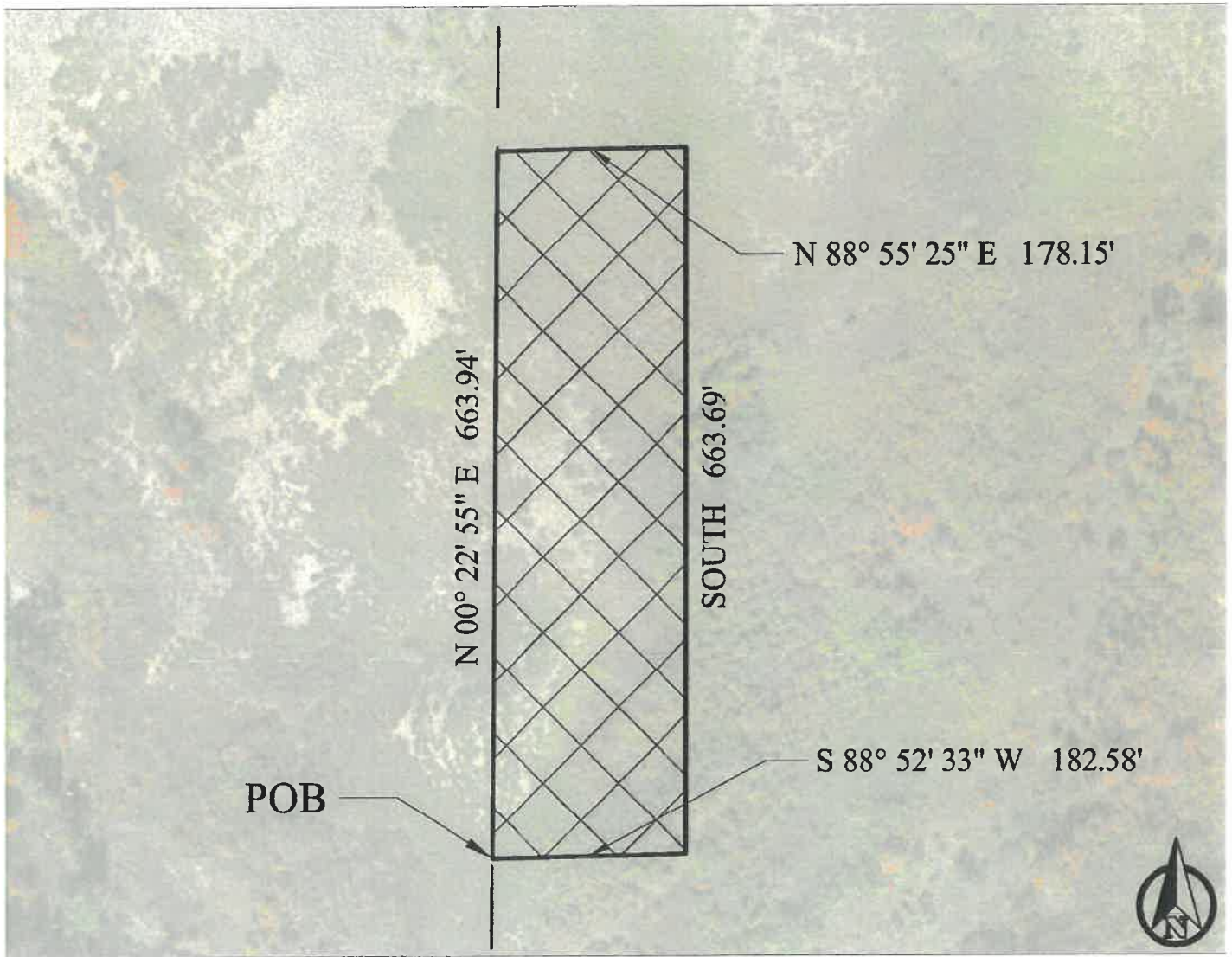
# EXHIBIT A

A PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 8 NORTH RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, US SURVEY. BASIS OF BEARING BEING NORTH 00° 22' 55" EAST A DISTANCE OF 5,311.54 FEET BETWEEN THE SOUTHWEST CORNER OF SAID SECTION 26 (KNOWN AS 8N1W34NE) WHICH WAS MONUMENTED BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2020 WITH AN ALUMINUM PIPE MONUMENT AND THE NORTHWEST CORNER OF SAID SECTION 26 (KNOWN AS 8N1W27NE) WHICH WAS MONUMENTED BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2021 WITH AN ALUMINUM PIPE MONUMENT:

BEGINNING AT A POINT WHICH IS NORTH 00° 22' 55" EAST A DISTANCE OF 663.94 FEET ALONG THE SECTION LINE FROM THE WEST QUARTER CORNER OF SAID SECTION 26; AND RUNNING THENCE NORTH 00° 22' 55" EAST A DISTANCE OF 663.94 FEET ALONG THE WEST LINE OF SAID SECTION 26; THENCE NORTH 88° 55' 25" EAST A DISTANCE OF 178.15 FEET; THENCE SOUTH A DISTANCE OF 663.69 FEET; THENCE SOUTH 88° 52' 33" WEST A DISTANCE OF 182.58 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND ALSO BEING SHOWN ON A RE-SURVEY OF TOWNSHIP 8 NORTH, RANGE 1 WEST DONE BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2020.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 119,699 SQUARE FEET OR 2.748 ACRES.

# EXHIBIT B



## Legend



Location of Section Line



Location of Deed (Reference: Exhibit A)

When Recorded Mail to:  
Richard D. Anderson, II  
453 9<sup>th</sup> St.,  
Idaho Falls, ID 83404

Parcel I

**QUITCLAIM DEED**

Tax ID No. 17-091-0008

Pin No. NA

Project No. WC-8N1W\_17-091-0008: 001\_I

WEBER COUNTY, grantor, a political subdivision of the STATE OF UTAH, by and through the Board of County Commissioners, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby remise, release, and forever quitclaim to RICHARD D. ANDERSON II, NORA CHRIS MCKAY, CLARA (TAMMY) OBERG, AND GARY WAYNE DUMONT grantees, to each a ¼ undivided interest of the following described tract of land in Weber County, Utah:

SEE EXHIBIT A AND EXHIBIT B

SUBJECT TO EASEMENTS, RESTRICTIONS, ENCUMBRANCES AND RIGHTS OF WAY CURRENTLY OF RECORD.

This quitclaim deed, when executed as required by law, shall have the effect of a conveyance of all right, title, interest, and estate of the grantor in and to the premises herein described and all rights, privileges, and appurtenances thereunto belonging, at the date of the conveyance.

Witness the hand of said Grantor this \_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
James H. Harvey, Chair, Weber County Commission

State of Utah            )  
                                  :ss  
County of \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me the above-named Grantors, WEBER COUNTY, a political subdivision of the STATE OF UTAH, by

and through the Board of County Commissioners, the signer of the foregoing Quitclaim Deed, who acknowledged before me that he signed the Quitclaim Deed of his own free will and choice.

\_\_\_\_\_  
Notary Signature

Stamp:

\_\_\_\_\_  
Acceptance by Board of County  
Commissioners of Weber County  
James H. Harvey, Chair

\_\_\_\_\_  
Attest:  
Ricky Hatch  
Weber County Clerk Auditor

# EXHIBIT A

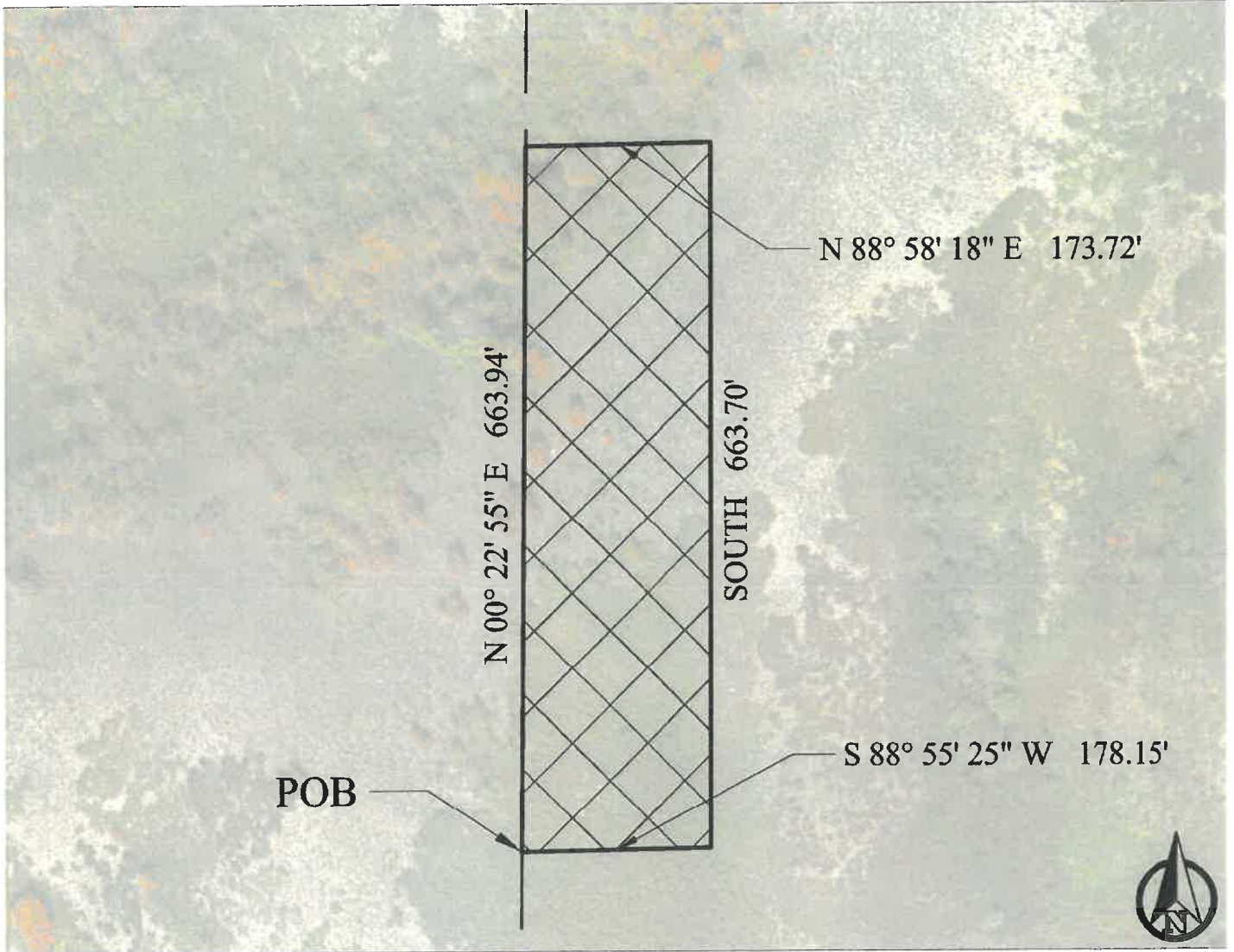
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BEGINNING AT A POINT WHICH IS NORTH  $00^{\circ} 22' 55''$  EAST A DISTANCE OF 1,327.88 FEET ALONG THE SECTION LINE FROM THE WEST QUARTER CORNER OF SAID SECTION 26; AND RUNNING THENCE NORTH  $00^{\circ} 22' 55''$  EAST A DISTANCE OF 663.94 FEET ALONG THE WEST LINE OF SAID SECTION 26; THENCE NORTH  $88^{\circ} 58' 18''$  EAST A DISTANCE OF 173.72 FEET; THENCE SOUTH A DISTANCE OF 663.70 FEET; THENCE SOUTH  $88^{\circ} 55' 25''$  WEST A DISTANCE OF 178.15 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND ALSO BEING SHOWN ON A RE-SURVEY OF TOWNSHIP 8 NORTH, RANGE 1 WEST DONE BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2020.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 116,763 SQUARE FEET OR 2.681 ACRES.



# EXHIBIT B



## Legend



Location of Section Line



Location of Deed (Reference: Exhibit A)



On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me the above-named Grantors, WEBER COUNTY, a political subdivision of the STATE OF UTAH, by and through the Board of County Commissioners, the signer of the foregoing Quitclaim Deed, who acknowledged before me that he signed the Quitclaim Deed of his own free will and choice.

\_\_\_\_\_  
Notary Signature

Stamp:

\_\_\_\_\_  
Acceptance by Board of County  
Commissioners of Weber County  
James H. Harvey, Chair

\_\_\_\_\_  
Attest:  
Ricky Hatch  
Weber County Clerk Auditor

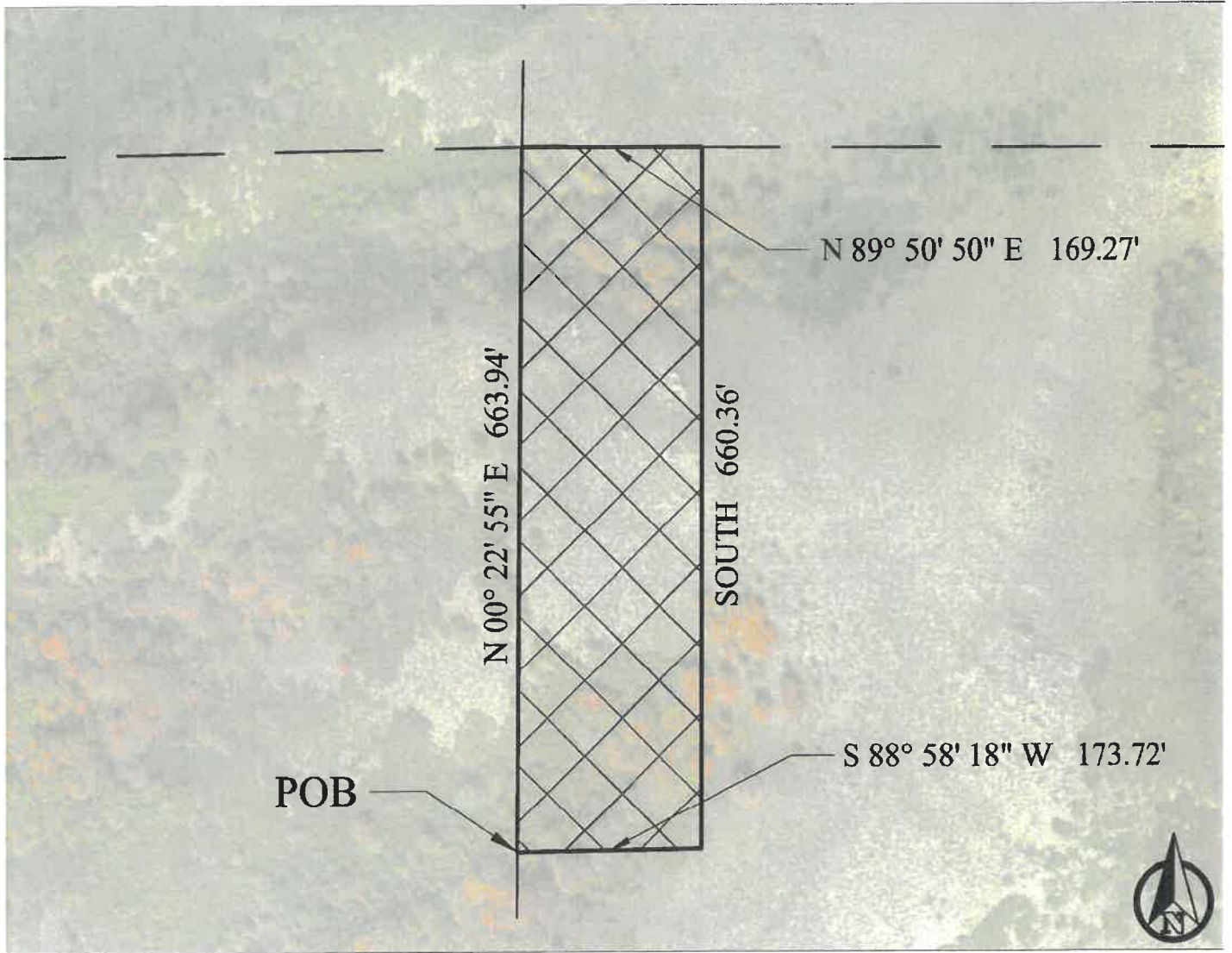
# EXHIBIT A

A PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 8 NORTH RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, US SURVEY. BASIS OF BEARING BEING NORTH 00° 22' 55" EAST A DISTANCE OF 5,311.54 FEET BETWEEN THE SOUTHWEST CORNER OF SAID SECTION 26 (KNOWN AS 8N1W34NE) WHICH WAS MONUMENTED BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2020 WITH AN ALUMINUM PIPE MONUMENT AND THE NORTHWEST CORNER OF SAID SECTION 26 (KNOWN AS 8N1W27NE) WHICH WAS MONUMENTED BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2021 WITH AN ALUMINUM PIPE MONUMENT:

BEGINNING AT A POINT WHICH IS NORTH 00° 22' 55" EAST A DISTANCE OF 1,991.83 FEET ALONG THE SECTION LINE FROM THE WEST QUARTER CORNER OF SAID SECTION 26; AND RUNNING THENCE NORTH 00° 22' 55" EAST A DISTANCE OF 663.94 FEET ALONG THE WEST LINE OF SAID SECTION 26 TO THE NORTHWEST CORNER OF SAID SECTION 26; THENCE SOUTH 89° 50' 50" EAST A DISTANCE OF 169.27 FEET ALONG THE NORTH LINE OF SAID SECTION 26; THENCE SOUTH A DISTANCE OF 660.36 FEET; THENCE SOUTH 88° 58' 18" WEST A DISTANCE OF 173.72 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND ALSO BEING SHOWN ON A RE-SURVEY OF TOWNSHIP 8 NORTH, RANGE 1 WEST DONE BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2020.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 113,543 SQUARE FEET OR 2.607 ACRES.

# EXHIBIT B



## Legend



Location of Section Line



Location of Deed (Reference: Exhibit A)

## Exhibit E

# Real Estate Purchase and Sale Agreements

Parcel C

**REAL ESTATE PURCHASE AND SALE AGREEMENT  
BY AND BETWEEN WEBER COUNTY AND  
THE JOSEPH W. SMITH AND MARY ANN SMITH REVOCABLE TRUST**

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is made and entered into on the 30<sup>th</sup> day of March, 2021, by and between Weber County, a body politic, corporate and political subdivision of the State of Utah (hereinafter "County") and the Joseph W. Smith and Mary Ann Smith Revocable Trust dated 21<sup>st</sup> September, 2009, Joseph W. Smith and Mary Ann Smith as trustees, with its principal address located at 239 W. 4050 N. Pleasant View, UT 84414 (hereinafter "Buyer").

**RECITALS**

**WHEREAS**, according to the official records of the Recorder of Weber County, State of Utah, County owns certain real property more fully described in this Agreement; and

**WHEREAS**, County declared such property as surplus to its needs on March 16, 2021; and

**WHEREAS**, Buyer desires to purchase such property on the terms and conditions more particularly set forth herein;

**NOW, THEREFORE**, it is hereby acknowledged and agreed by and between the parties hereto as follows:

**SECTION ONE  
DESCRIPTION OF PROPERTY**

The real property which is the subject of this agreement is described as follows:

See Exhibit A and Exhibit B

**SECTION TWO  
PURCHASE PRICE AND TERMS**

The purchase price for the above described property is seven hundred fifty dollars (\$750.00). The County shall convey the real property to Buyer by Quit Claim Deed upon receipt of the full purchase price.

**SECTION THREE  
INDEMNIFICATION**

Buyer agrees to defend, indemnify and hold harmless County, its officers, agents and employees for and against any claims or suits that arise as a result of this purchase and sale transaction.

**SECTION FOUR  
NO WARRANTIES**

The County does not warrant or guarantee that the property is free from easements, covenants, mortgages, liens, or other encumbrances, nor does the County make any other covenants or warranties concerning the property.

**SECTION FIVE  
GOVERNING LAW**

The laws of the State of Utah shall govern the validity, construction, enforcement, and interpretation of this Agreement.

**SECTION SIX  
ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement by and between the parties hereto with respect to the subject matter hereof, and no other statement, whether written or oral, shall be deemed a part of this Agreement unless specifically incorporated herein by reference. This Agreement supersedes any and all other agreements, negotiations, or understandings between the parties.

**IN WITNESS WHEREOF** the undersigned have affixed their respective signatures hereto on the dates indicated below.



BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY

By \_\_\_\_\_  
James H. "Jim" Harvey, Chair

Commissioner Froerer voted \_\_\_\_\_  
Commissioner Harvey voted \_\_\_\_\_  
Commissioner Jenkins voted \_\_\_\_\_

ATTEST:

Date:

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

\_\_\_\_\_

BUYER

\_\_\_\_\_  
Joseph W. Smith and Mary Ann Smith  
Revocable Trust (Trustee)

\_\_\_\_\_  
Joseph W. Smith and Mary Ann Smith  
Revocable Trust (Trustee)

Subscribed and sworn to before me, \_\_\_\_\_,  
and \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

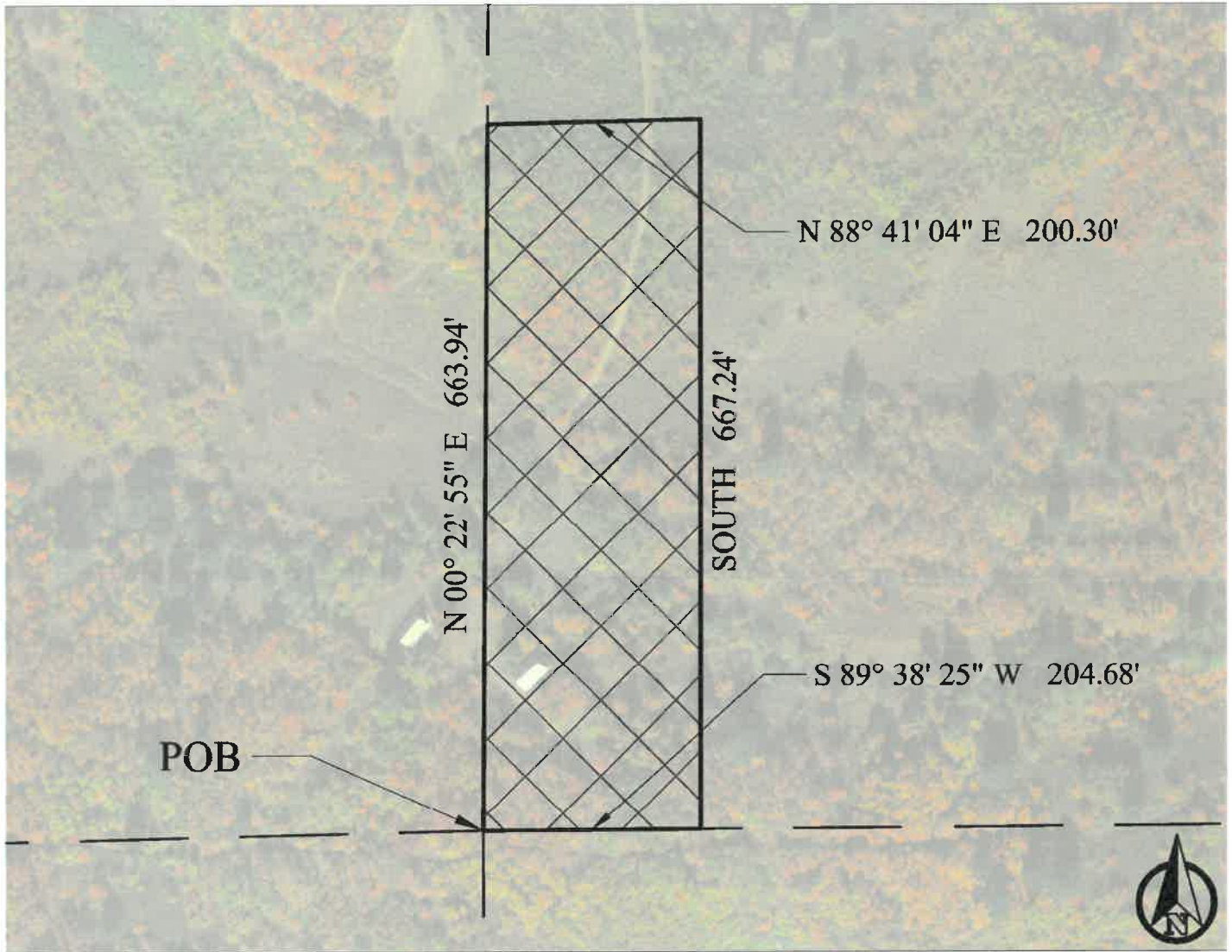
# EXHIBIT A

A PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 8 NORTH RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, US SURVEY. BASIS OF BEARING BEING NORTH 00° 22' 55" EAST A DISTANCE OF 5,311.54 FEET BETWEEN THE SOUTHWEST CORNER OF SAID SECTION 26 (KNOWN AS 8N1W34NE) WHICH WAS MONUMENTED BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2020 WITH AN ALUMINUM PIPE MONUMENT AND THE NORTHWEST CORNER OF SAID SECTION 26 (KNOWN AS 8N1W27NE) WHICH WAS MONUMENTED BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2021 WITH AN ALUMINUM PIPE MONUMENT:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 26; AND RUNNING THENCE NORTH 00° 22' 55" EAST A DISTANCE OF 663.94 FEET ALONG WEST LINE OF SAID SECTION 26; THENCE NORTH 88° 41' 04" EAST A DISTANCE OF 200.30 FEET; THENCE SOUTH A DISTANCE OF 667.24 FEET TO THE SOUTH LINE OF SAID SECTION 26; THENCE SOUTH 89° 38' 25" WEST A DISTANCE OF 204.68 FEET ALONG SOUTH LINE OF SAID SECTION 26 TO THE POINT OF BEGINNING. SAID TRACT OF LAND ALSO BEING SHOWN ON A RE-SURVEY OF TOWNSHIP 8 NORTH, RANGE 1 WEST DONE BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2020.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 134,748 SQUARE FEET OR 3.093 ACRES.

# EXHIBIT B



## Legend



Location of Section Line



Location of Deed (Reference: Exhibit A)

Parcel D

**REAL ESTATE PURCHASE AND SALE AGREEMENT  
BY AND BETWEEN WEBER COUNTY AND TIMOTHY WRIGHT SMITH**

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is made and entered into on the 30<sup>th</sup> day of March, 2021, by and between Weber County, a body politic, corporate and political subdivision of the State of Utah (hereinafter "County") and Timothy Wright Smith, with his principal address located at 3132 N. 700 W. Pleasant View, UT 84414 (hereinafter "Buyer").

**RECITALS**

**WHEREAS**, according to the official records of the Recorder of Weber County, State of Utah, County owns certain real property more fully described in this Agreement; and

**WHEREAS**, County declared such property as surplus to its needs on March 16, 2021; and

**WHEREAS**, Buyer desires to purchase such property on the terms and conditions more particularly set forth herein;

**NOW, THEREFORE**, it is hereby acknowledged and agreed by and between the parties hereto as follows:

**SECTION ONE  
DESCRIPTION OF PROPERTY**

The real property which is the subject of this agreement is described as follows:

See Exhibit A and Exhibit B

**SECTION TWO  
PURCHASE PRICE AND TERMS**

The purchase price for the above described property is seven hundred fifty dollars (\$750.00). The County shall convey the real property to Buyer by Quit Claim Deed upon receipt of the full purchase price.

**SECTION THREE  
INDEMNIFICATION**

Buyer agrees to defend, indemnify and hold harmless County, its officers, agents and employees for and against any claims or suits that arise as a result of this purchase and sale transaction.

**SECTION FOUR  
NO WARRANTIES**

The County does not warrant or guarantee that the property is free from easements, covenants, mortgages, liens, or other encumbrances, nor does the County make any other covenants or warranties concerning the property.

**SECTION FIVE  
GOVERNING LAW**

The laws of the State of Utah shall govern the validity, construction, enforcement, and interpretation of this Agreement.

**SECTION SIX  
ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement by and between the parties hereto with respect to the subject matter hereof, and no other statement, whether written or oral, shall be deemed a part of this Agreement unless specifically incorporated herein by reference. This Agreement supersedes any and all other agreements, negotiations, or understandings between the parties.

**IN WITNESS WHEREOF** the undersigned have affixed their respective signatures hereto on the dates indicated below.

BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY

By \_\_\_\_\_  
James H. "Jim" Harvey, Chair

Commissioner Froerer voted \_\_\_\_\_  
Commissioner Harvey voted \_\_\_\_\_  
Commissioner Jenkins voted \_\_\_\_\_

ATTEST:

Date:

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

\_\_\_\_\_

BUYER

\_\_\_\_\_  
Timothy Wright Smith

Subscribed and sworn to before me, \_\_\_\_\_,  
and \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

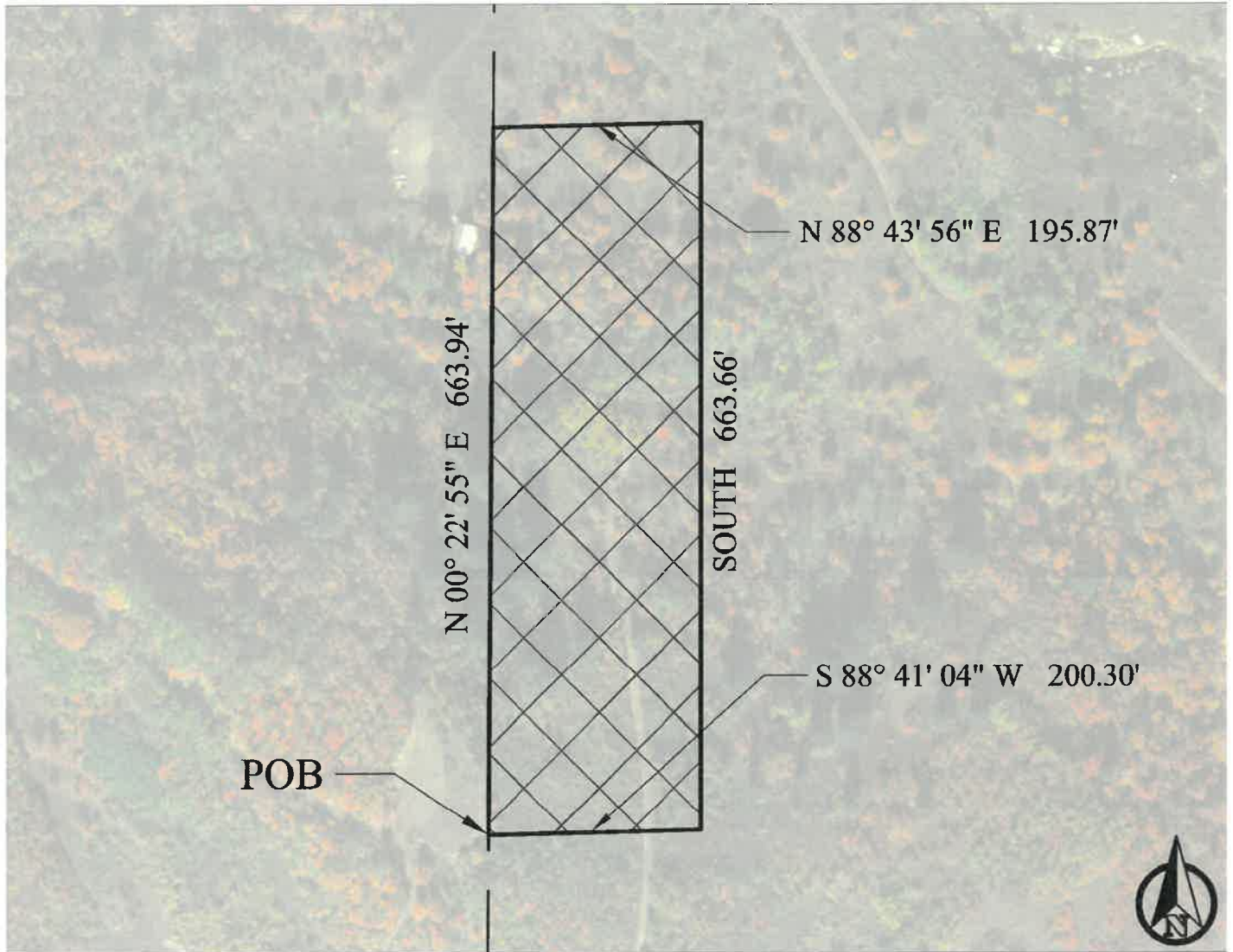
# EXHIBIT A

A PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 8 NORTH RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, US SURVEY. BASIS OF BEARING BEING NORTH 00° 22' 55" EAST A DISTANCE OF 5,311.54 FEET BETWEEN THE SOUTHWEST CORNER OF SAID SECTION 26 (KNOWN AS 8N1W34NE) WHICH WAS MONUMENTED BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2020 WITH AN ALUMINUM PIPE MONUMENT AND THE NORTHWEST CORNER OF SAID SECTION 26 (KNOWN AS 8N1W27NE) WHICH WAS MONUMENTED BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2021 WITH AN ALUMINUM PIPE MONUMENT:

BEGINNING AT A POINT WHICH IS NORTH 00° 22' 55" EAST A DISTANCE OF 663.94 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 26; AND RUNNING THENCE NORTH 00° 22' 55" EAST A DISTANCE OF 663.94 FEET ALONG THE WEST LINE OF SAID SECTION 26; THENCE NORTH 88° 43' 56" EAST A DISTANCE OF 195.87 FEET; THENCE SOUTH A DISTANCE OF 663.66 FEET; THENCE SOUTH 88° 41' 04" WEST A DISTANCE OF 200.30 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND ALSO BEING SHOWN ON A RE-SURVEY OF TOWNSHIP 8 NORTH, RANGE 1 WEST DONE BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2020.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 131,445 SQUARE FEET OR 3.018 ACRES.

# EXHIBIT B



## Legend



Location of Section Line



Location of Deed (Reference: Exhibit A)



Parcel E

**REAL ESTATE PURCHASE AND SALE AGREEMENT  
BY AND BETWEEN WEBER COUNTY AND  
THE BARNEY FAMILY TRUST**

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is made and entered into on the 30<sup>th</sup> day of March, 2021, by and between Weber County, a body politic, corporate and political subdivision of the State of Utah (hereinafter "County") and the Barney Family Trust, trustees Bret Lolan Barney and Marsha Hymas Barney, with its principal address located at 2527 S. Hawk Dr. Spanish Fork, UT 84660 (hereinafter "Buyer").

**RECITALS**

**WHEREAS**, according to the official records of the Recorder of Weber County, State of Utah, County owns certain real property more fully described in this Agreement; and

**WHEREAS**, County declared such property as surplus to its needs on March 16, 2021; and

**WHEREAS**, Buyer desires to purchase such property on the terms and conditions more particularly set forth herein;

**NOW, THEREFORE**, it is hereby acknowledged and agreed by and between the parties hereto as follows:

**SECTION ONE  
DESCRIPTION OF PROPERTY**

The real property which is the subject of this agreement is described as follows:

See Exhibit A and Exhibit B

**SECTION TWO  
PURCHASE PRICE AND TERMS**

The purchase price for the above described property is seven hundred fifty dollars (\$750.00). The County shall convey the real property to Buyer by Quit Claim Deed upon receipt of the full purchase price.

**SECTION THREE  
INDEMNIFICATION**

Buyer agrees to defend, indemnify and hold harmless County, its officers, agents and employees for and against any claims or suits that arise as a result of this purchase and sale transaction.

**SECTION FOUR  
NO WARRANTIES**

The County does not warrant or guarantee that the property is free from easements, covenants, mortgages, liens, or other encumbrances, nor does the County make any other covenants or warranties concerning the property.

**SECTION FIVE  
GOVERNING LAW**

The laws of the State of Utah shall govern the validity, construction, enforcement, and interpretation of this Agreement.

**SECTION SIX  
ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement by and between the parties hereto with respect to the subject matter hereof, and no other statement, whether written or oral, shall be deemed a part of this Agreement unless specifically incorporated herein by reference. This Agreement supersedes any and all other agreements, negotiations, or understandings between the parties.

**IN WITNESS WHEREOF** the undersigned have affixed their respective signatures hereto on the dates indicated below.

BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY

By \_\_\_\_\_  
James H. "Jim" Harvey, Chair

Commissioner Froerer voted \_\_\_\_\_  
Commissioner Harvey voted \_\_\_\_\_  
Commissioner Jenkins voted \_\_\_\_\_

ATTEST:

Date:

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

\_\_\_\_\_

BUYER

\_\_\_\_\_  
Bret Lolan Barney (Trustee)

\_\_\_\_\_  
Marsha Hymas Barney (Trustee)

Subscribed and sworn to before me, \_\_\_\_\_,  
and \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

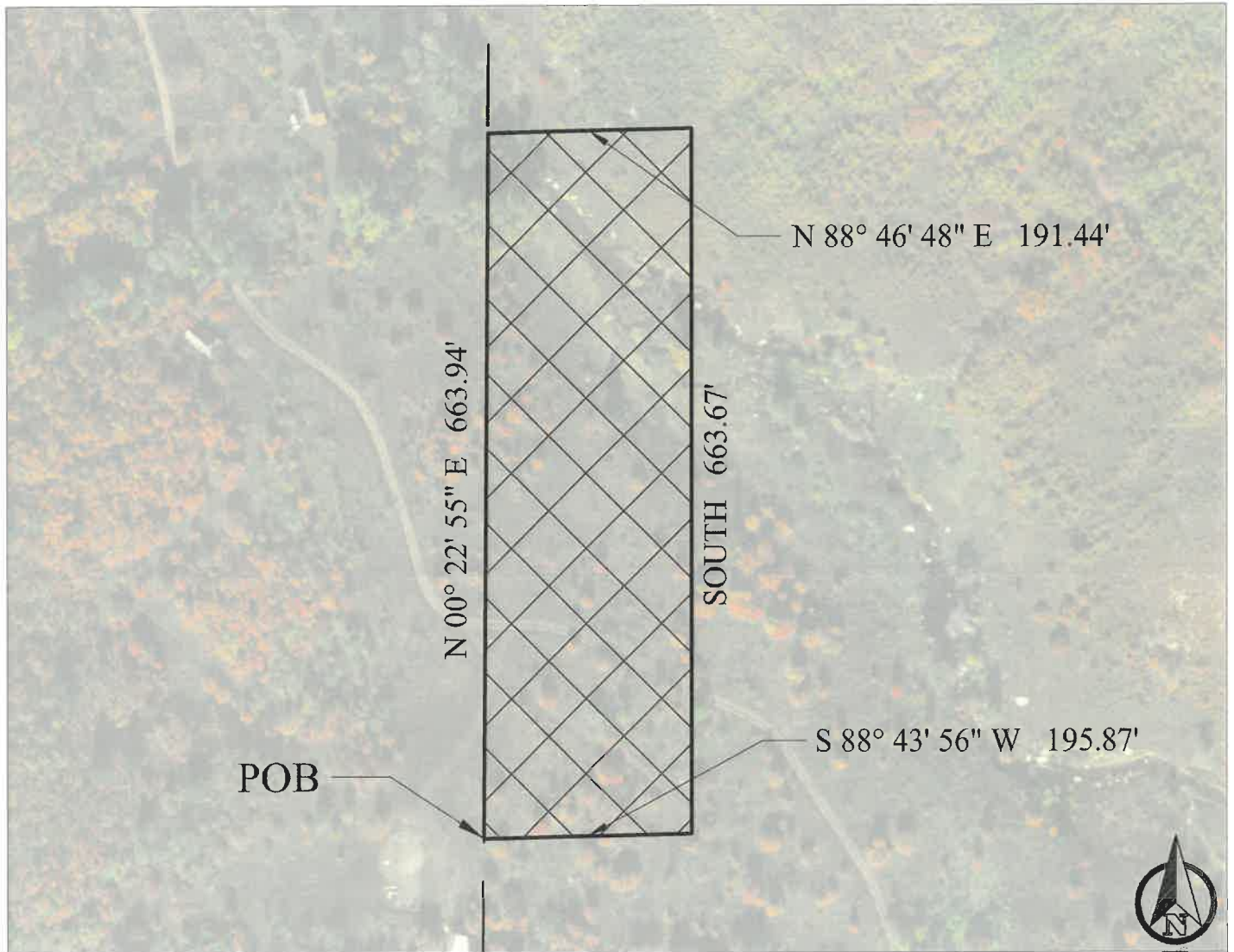
# EXHIBIT A

A PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 8 NORTH RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, US SURVEY. BASIS OF BEARING BEING NORTH 00° 22' 55" EAST A DISTANCE OF 5,311.54 FEET BETWEEN THE SOUTHWEST CORNER OF SAID SECTION 26 (KNOWN AS 8N1W34NE) WHICH WAS MONUMENTED BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2020 WITH AN ALUMINUM PIPE MONUMENT AND THE NORTHWEST CORNER OF SAID SECTION 26 (KNOWN AS 8N1W27NE) WHICH WAS MONUMENTED BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2021 WITH AN ALUMINUM PIPE MONUMENT:

BEGINNING AT A POINT WHICH IS NORTH 00° 22' 55" EAST A DISTANCE OF 1,327.88 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 26; AND RUNNING THENCE NORTH 00° 22' 55" EAST A DISTANCE OF 663.94 FEET ALONG THE WEST LINE OF SAID SECTION 26; THENCE NORTH 88° 46' 48" EAST A DISTANCE OF 191.44 FEET; THENCE SOUTH A DISTANCE OF 663.67 FEET; THENCE SOUTH 88° 43' 56" WEST A DISTANCE OF 195.87 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND ALSO BEING SHOWN ON A RE-SURVEY OF TOWNSHIP 8 NORTH, RANGE 1 WEST DONE BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2020.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 128,508 SQUARE FEET OR 2.950 ACRES.

# EXHIBIT B



## Legend



Location of Section Line



Location of Deed (Reference: Exhibit A)

Parcel F

**REAL ESTATE PURCHASE AND SALE AGREEMENT  
BY AND BETWEEN WEBER COUNTY AND S. JONATHAN SMITH**

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is made and entered into on the 30<sup>th</sup> day of March, 2021, by and between Weber County, a body politic, corporate and political subdivision of the State of Utah (hereinafter "County") and S. Jonathan Smith, with his principal address located at 5115 S. Honey Clover Crt. Murray, UT 84123 (hereinafter "Buyer").

**RECITALS**

**WHEREAS**, according to the official records of the Recorder of Weber County, State of Utah, County owns certain real property more fully described in this Agreement; and

**WHEREAS**, County declared such property as surplus to its needs on March 16, 2021; and

**WHEREAS**, Buyer desires to purchase such property on the terms and conditions more particularly set forth herein;

**NOW, THEREFORE**, it is hereby acknowledged and agreed by and between the parties hereto as follows:

**SECTION ONE  
DESCRIPTION OF PROPERTY**

The real property which is the subject of this agreement is described as follows:

See Exhibit A and Exhibit B

**SECTION TWO  
PURCHASE PRICE AND TERMS**

The purchase price for the above described property is seven hundred fifty dollars (\$750.00). The County shall convey the real property to Buyer by Quit Claim Deed upon receipt of the full purchase price.

**SECTION THREE  
INDEMNIFICATION**

Buyer agrees to defend, indemnify and hold harmless County, its officers, agents and employees for and against any claims or suits that arise as a result of this purchase and sale transaction.

**SECTION FOUR  
NO WARRANTIES**

The County does not warrant or guarantee that the property is free from easements, covenants, mortgages, liens, or other encumbrances, nor does the County make any other covenants or warranties concerning the property.

**SECTION FIVE  
GOVERNING LAW**

The laws of the State of Utah shall govern the validity, construction, enforcement, and interpretation of this Agreement.

**SECTION SIX  
ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement by and between the parties hereto with respect to the subject matter hereof, and no other statement, whether written or oral, shall be deemed a part of this Agreement unless specifically incorporated herein by reference. This Agreement supersedes any and all other agreements, negotiations, or understandings between the parties.

**IN WITNESS WHEREOF** the undersigned have affixed their respective signatures hereto on the dates indicated below.

BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY

By \_\_\_\_\_  
James H. "Jim" Harvey, Chair

Commissioner Froerer voted \_\_\_\_\_  
Commissioner Harvey voted \_\_\_\_\_  
Commissioner Jenkins voted \_\_\_\_\_

ATTEST:

Date:

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

\_\_\_\_\_

BUYER

\_\_\_\_\_  
S. Jonathan Smith

Subscribed and sworn to before me, \_\_\_\_\_,  
and \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public



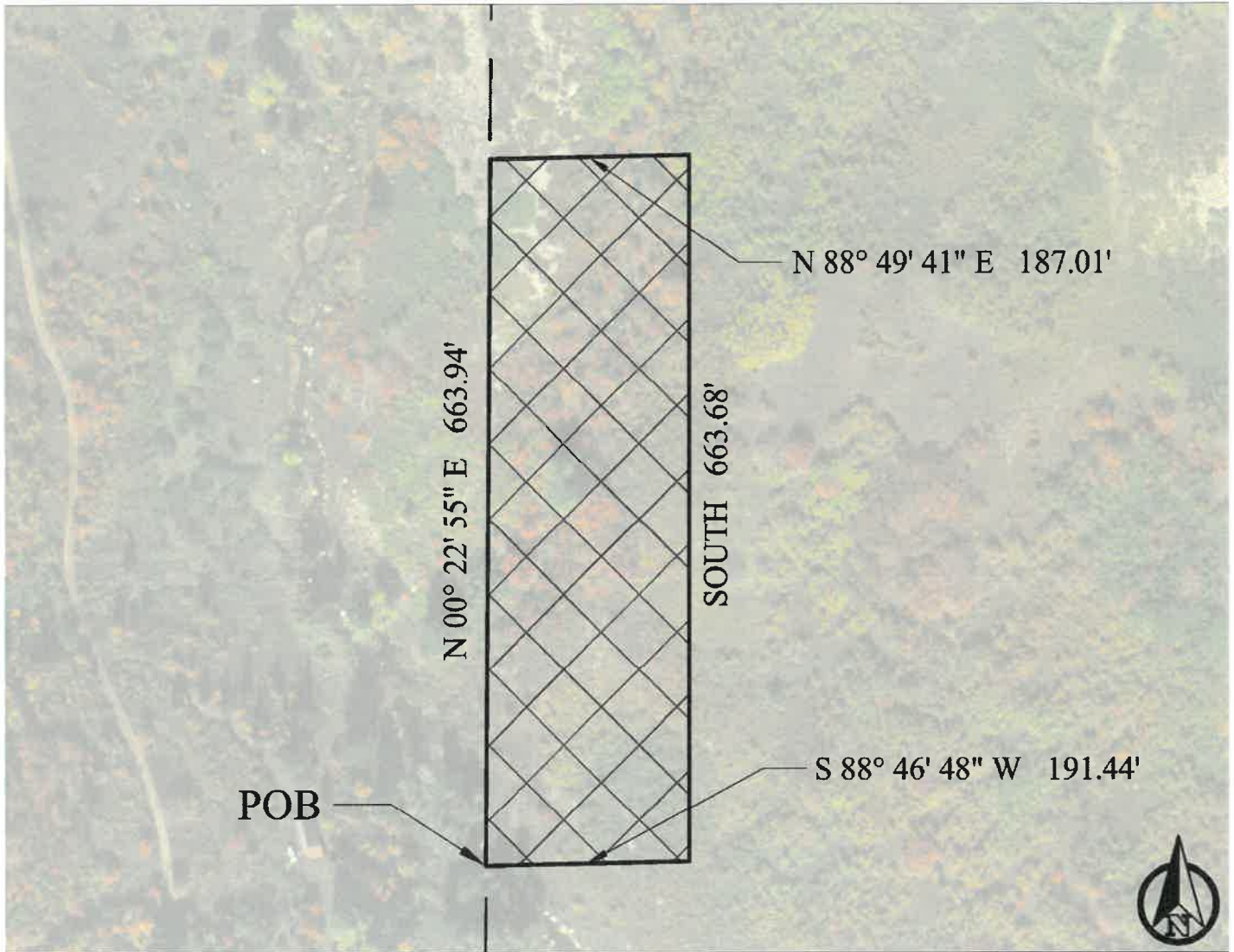
# EXHIBIT A

A PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 8 NORTH RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, US SURVEY. BASIS OF BEARING BEING NORTH 00° 22' 55" EAST A DISTANCE OF 5,311.54 FEET BETWEEN THE SOUTHWEST CORNER OF SAID SECTION 26 (KNOWN AS 8N1W34NE) WHICH WAS MONUMENTED BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2020 WITH AN ALUMINUM PIPE MONUMENT AND THE NORTHWEST CORNER OF SAID SECTION 26 (KNOWN AS 8N1W27NE) WHICH WAS MONUMENTED BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2021 WITH AN ALUMINUM PIPE MONUMENT:

BEGINNING AT A POINT WHICH IS NORTH 00° 22' 55" EAST A DISTANCE OF 1,991.83 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 26; AND RUNNING THENCE NORTH 00° 22' 55" EAST A DISTANCE OF 663.94 FEET ALONG THE WEST LINE OF SAID SECTION 26 TO THE WEST QUARTER CORNER OF SAID SECTION 26 WHICH WAS MONUMENTED BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2020 WITH AN ALUMINUM PIPE MONUMENT; THENCE NORTH 88° 49' 41" EAST A DISTANCE OF 187.01 FEET; THENCE SOUTH A DISTANCE OF 663.68 FEET; THENCE SOUTH 88° 46' 48" WEST A DISTANCE OF 191.44 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND ALSO BEING SHOWN ON A RE-SURVEY OF TOWNSHIP 8 NORTH, RANGE 1 WEST DONE BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2020.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 125,572 SQUARE FEET OR 2.883 ACRES.

# EXHIBIT B



## Legend



Location of Section Line



Location of Deed (Reference: Exhibit A)

Parcel G

**REAL ESTATE PURCHASE AND SALE AGREEMENT  
BY AND BETWEEN WEBER COUNTY AND  
THE SHAUNA S. ECCLES REVOCABLE TRUST**

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is made and entered into on the 30<sup>th</sup> day of March, 2021, by and between Weber County, a body politic, corporate and political subdivision of the State of Utah (hereinafter "County") and the Shauna S. Eccles Revocable Trust, Shauna S. Eccles as trustee, with its principal address located at 5586 S. 250 E. Ogden, UT 84405 (hereinafter "Buyer").

**RECITALS**

**WHEREAS**, according to the official records of the Recorder of Weber County, State of Utah, County owns certain real property more fully described in this Agreement; and

**WHEREAS**, County declared such property as surplus to its needs on March 16, 2021; and

**WHEREAS**, Buyer desires to purchase such property on the terms and conditions more particularly set forth herein;

**NOW, THEREFORE**, it is hereby acknowledged and agreed by and between the parties hereto as follows:

**SECTION ONE  
DESCRIPTION OF PROPERTY**

The real property which is the subject of this agreement is described as follows:

See Exhibit A and Exhibit B

**SECTION TWO  
PURCHASE PRICE AND TERMS**

The purchase price for the above described property is seven hundred fifty dollars (\$750.00). The County shall convey the real property to Buyer by Quit Claim Deed upon receipt of the full purchase price.

**SECTION THREE  
INDEMNIFICATION**

Buyer agrees to defend, indemnify and hold harmless County, its officers, agents and employees for and against any claims or suits that arise as a result of this purchase and sale transaction.

**SECTION FOUR  
NO WARRANTIES**

The County does not warrant or guarantee that the property is free from easements, covenants, mortgages, liens, or other encumbrances, nor does the County make any other covenants or warranties concerning the property.

**SECTION FIVE  
GOVERNING LAW**

The laws of the State of Utah shall govern the validity, construction, enforcement, and interpretation of this Agreement.

**SECTION SIX  
ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement by and between the parties hereto with respect to the subject matter hereof, and no other statement, whether written or oral, shall be deemed a part of this Agreement unless specifically incorporated herein by reference. This Agreement supersedes any and all other agreements, negotiations, or understandings between the parties.

**IN WITNESS WHEREOF** the undersigned have affixed their respective signatures hereto on the dates indicated below.

BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY

By \_\_\_\_\_  
James H. "Jim" Harvey, Chair

Commissioner Froerer voted \_\_\_\_\_  
Commissioner Harvey voted \_\_\_\_\_  
Commissioner Jenkins voted \_\_\_\_\_

ATTEST:

Date:

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

\_\_\_\_\_

BUYER

\_\_\_\_\_  
Shauna S. Eccles Revocable Trust  
(Trustee)

Subscribed and sworn to before me, \_\_\_\_\_,  
and \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

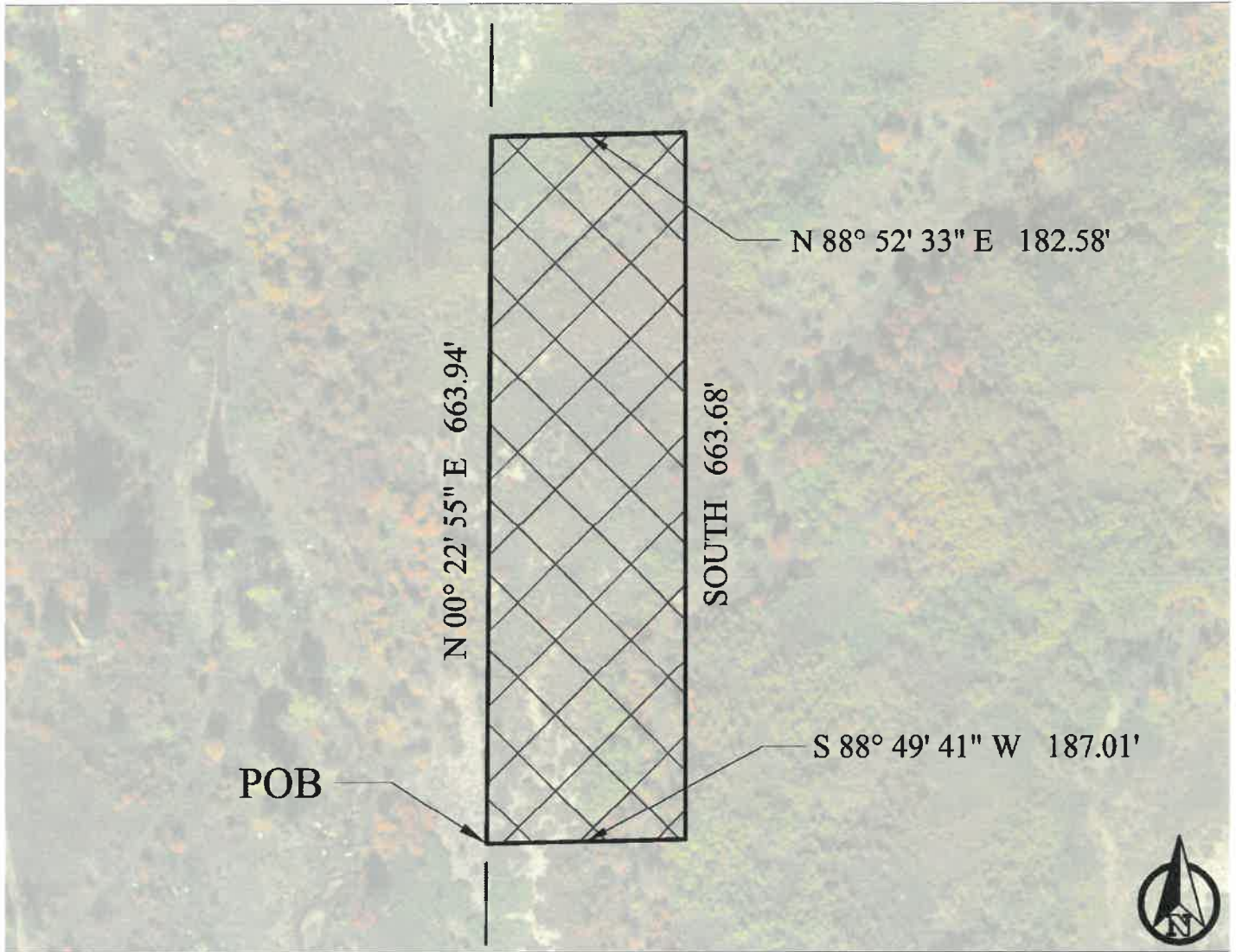
# EXHIBIT A

A PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 8 NORTH RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, US SURVEY. BASIS OF BEARING BEING NORTH 00° 22' 55" EAST A DISTANCE OF 5,311.54 FEET BETWEEN THE SOUTHWEST CORNER OF SAID SECTION 26 (KNOWN AS 8N1W34NE) WHICH WAS MONUMENTED BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2020 WITH AN ALUMINUM PIPE MONUMENT AND THE NORTHWEST CORNER OF SAID SECTION 26 (KNOWN AS 8N1W27NE) WHICH WAS MONUMENTED BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2021 WITH AN ALUMINUM PIPE MONUMENT:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 26 WHICH WAS MONUMENTED BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2020 WITH AN ALUMINUM PIPE MONUMENT; AND RUNNING THENCE NORTH 00° 22' 55" EAST A DISTANCE OF 663.94 FEET ALONG THE WEST LINE OF SAID SECTION 26; THENCE NORTH 88° 52' 33" EAST A DISTANCE OF 182.58 FEET; THENCE SOUTH A DISTANCE OF 663.68 FEET; THENCE SOUTH 88° 49' 41" WEST A DISTANCE OF 187.01 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND ALSO BEING SHOWN ON A RE-SURVEY OF TOWNSHIP 8 NORTH, RANGE 1 WEST DONE BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2020.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 122,636 SQUARE FEET OR 2.815 ACRES.

# EXHIBIT B



## Legend



Location of Section Line



Location of Deed (Reference: Exhibit A)

Parcel H

**REAL ESTATE PURCHASE AND SALE AGREEMENT  
BY AND BETWEEN WEBER COUNTY AND H&M DAVIDSON LLC**

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is made and entered into on the 30<sup>th</sup> day of March, 2021, by and between Weber County, a body politic, corporate and political subdivision of the State of Utah (hereinafter "County") and H&M Davidson LLC, with its principal address located at 2955 White Cir. Salt Lake City, UT 84109 (hereinafter "Buyer").

**RECITALS**

**WHEREAS**, according to the official records of the Recorder of Weber County, State of Utah, County owns certain real property more fully described in this Agreement; and

**WHEREAS**, County declared such property as surplus to its needs on March 16, 2021; and

**WHEREAS**, Buyer desires to purchase such property on the terms and conditions more particularly set forth herein;

**NOW, THEREFORE**, it is hereby acknowledged and agreed by and between the parties hereto as follows:

**SECTION ONE  
DESCRIPTION OF PROPERTY**

The real property which is the subject of this agreement is described as follows:

See Exhibit A and Exhibit B

**SECTION TWO  
PURCHASE PRICE AND TERMS**

The purchase price for the above described property is seven hundred fifty dollars (\$750.00). The County shall convey the real property to Buyer by Quit Claim Deed upon receipt of the full purchase price.



**SECTION THREE  
INDEMNIFICATION**

Buyer agrees to defend, indemnify and hold harmless County, its officers, agents and employees for and against any claims or suits that arise as a result of this purchase and sale transaction.

**SECTION FOUR  
NO WARRANTIES**

The County does not warrant or guarantee that the property is free from easements, covenants, mortgages, liens, or other encumbrances, nor does the County make any other covenants or warranties concerning the property.

**SECTION FIVE  
GOVERNING LAW**

The laws of the State of Utah shall govern the validity, construction, enforcement, and interpretation of this Agreement.

**SECTION SIX  
ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement by and between the parties hereto with respect to the subject matter hereof, and no other statement, whether written or oral, shall be deemed a part of this Agreement unless specifically incorporated herein by reference. This Agreement supersedes any and all other agreements, negotiations, or understandings between the parties.

**IN WITNESS WHEREOF** the undersigned have affixed their respective signatures hereto on the dates indicated below.

BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY

By \_\_\_\_\_  
James H. "Jim" Harvey, Chair

Commissioner Froerer voted \_\_\_\_\_  
Commissioner Harvey voted \_\_\_\_\_  
Commissioner Jenkins voted \_\_\_\_\_

ATTEST:

Date:

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

\_\_\_\_\_

BUYER

\_\_\_\_\_  
H&M Davidson LLC  
(Authorized Representative)

Subscribed and sworn to before me, \_\_\_\_\_,  
and \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

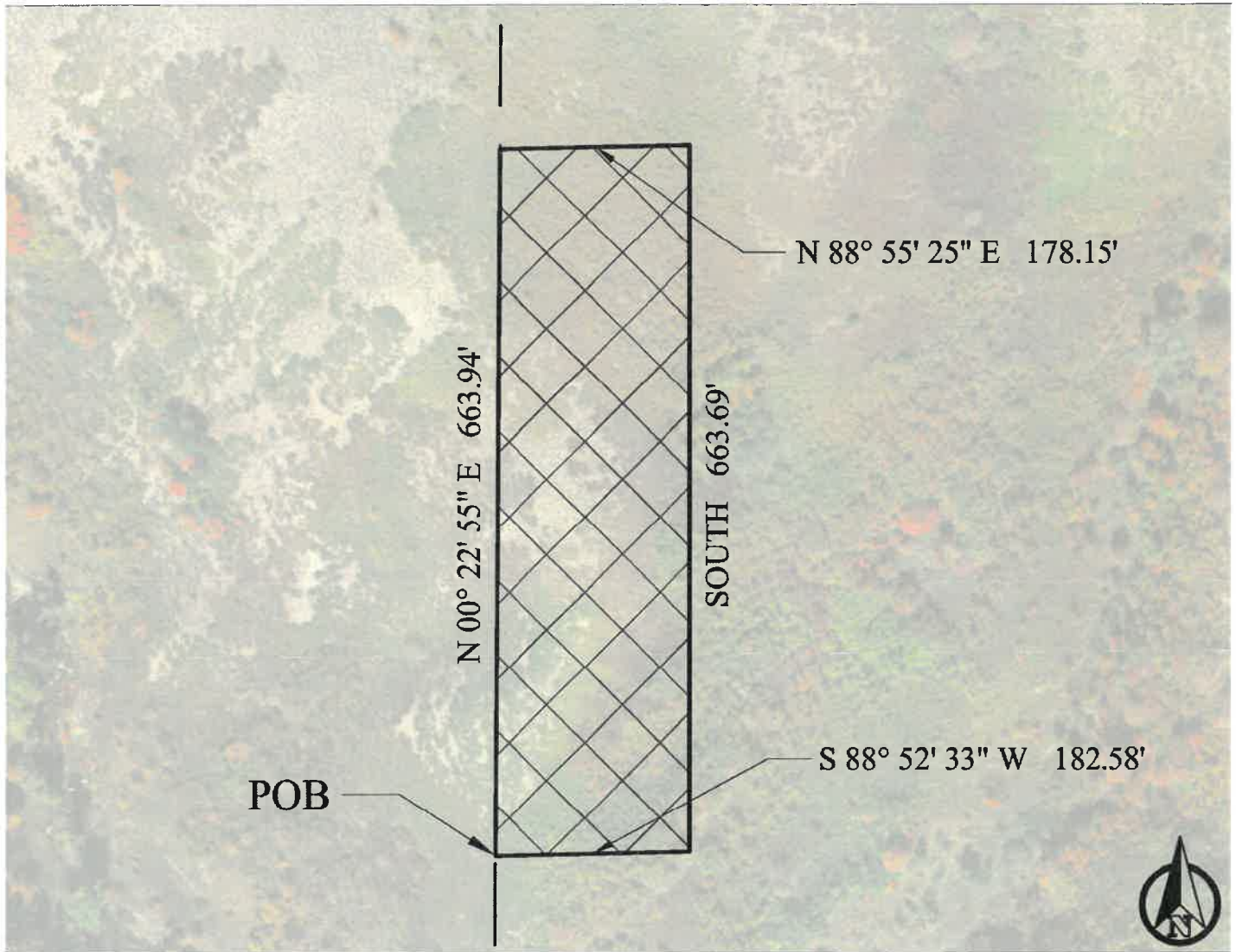
# EXHIBIT A

A PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 8 NORTH RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, US SURVEY. BASIS OF BEARING BEING NORTH 00° 22' 55" EAST A DISTANCE OF 5,311.54 FEET BETWEEN THE SOUTHWEST CORNER OF SAID SECTION 26 (KNOWN AS 8N1W34NE) WHICH WAS MONUMENTED BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2020 WITH AN ALUMINUM PIPE MONUMENT AND THE NORTHWEST CORNER OF SAID SECTION 26 (KNOWN AS 8N1W27NE) WHICH WAS MONUMENTED BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2021 WITH AN ALUMINUM PIPE MONUMENT:

BEGINNING AT A POINT WHICH IS NORTH 00° 22' 55" EAST A DISTANCE OF 663.94 FEET ALONG THE SECTION LINE FROM THE WEST QUARTER CORNER OF SAID SECTION 26; AND RUNNING THENCE NORTH 00° 22' 55" EAST A DISTANCE OF 663.94 FEET ALONG THE WEST LINE OF SAID SECTION 26; THENCE NORTH 88° 55' 25" EAST A DISTANCE OF 178.15 FEET; THENCE SOUTH A DISTANCE OF 663.69 FEET; THENCE SOUTH 88° 52' 33" WEST A DISTANCE OF 182.58 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND ALSO BEING SHOWN ON A RE-SURVEY OF TOWNSHIP 8 NORTH, RANGE 1 WEST DONE BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2020.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 119,699 SQUARE FEET OR 2.748 ACRES.

# EXHIBIT B



## Legend



Location of Section Line



Location of Deed (Reference: Exhibit A)

Parcel I

**REAL ESTATE PURCHASE AND SALE AGREEMENT  
BY AND BETWEEN WEBER COUNTY AND  
RICHARD D. ANDERSON II, NORA CHRIS MCKAY,  
CLARA (TAMMY) OBERG, AND GARY WAYNE DUMONT**

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is made and entered into on the 30<sup>th</sup> day of March, 2021, by and between Weber County, a body politic, corporate and political subdivision of the State of Utah (hereinafter "County") and Richard D. Anderson II, Nora Chris McKay, Clara (Tammy) Oberg, and Gary Wayne Dumont, with their principal address located at 453 9<sup>th</sup> St. Idaho Falls, ID 83404 (hereinafter "Buyer").

**RECITALS**

**WHEREAS**, according to the official records of the Recorder of Weber County, State of Utah, County owns certain real property more fully described in this Agreement; and

**WHEREAS**, County declared such property as surplus to its needs on March 16, 2021; and

**WHEREAS**, Buyer desires to purchase such property on the terms and conditions more particularly set forth herein;

**NOW, THEREFORE**, it is hereby acknowledged and agreed by and between the parties hereto as follows:

**SECTION ONE  
DESCRIPTION OF PROPERTY**

The real property which is the subject of this agreement is described as follows:

See Exhibit A and Exhibit B

**SECTION TWO  
PURCHASE PRICE AND TERMS**

The purchase price for the above described property is seven hundred fifty dollars (\$750.00). The County shall convey the real property to Buyer by Quit Claim Deed upon receipt of the full purchase price.

**SECTION THREE  
INDEMNIFICATION**

Buyer agrees to defend, indemnify and hold harmless County, its officers, agents and employees for and against any claims or suits that arise as a result of this purchase and sale transaction.

**SECTION FOUR  
NO WARRANTIES**

The County does not warrant or guarantee that the property is free from easements, covenants, mortgages, liens, or other encumbrances, nor does the County make any other covenants or warranties concerning the property.

**SECTION FIVE  
GOVERNING LAW**

The laws of the State of Utah shall govern the validity, construction, enforcement, and interpretation of this Agreement.

**SECTION SIX  
ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement by and between the parties hereto with respect to the subject matter hereof, and no other statement, whether written or oral, shall be deemed a part of this Agreement unless specifically incorporated herein by reference. This Agreement supersedes any and all other agreements, negotiations, or understandings between the parties.

**IN WITNESS WHEREOF** the undersigned have affixed their respective signatures hereto on the dates indicated below.

BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY

By \_\_\_\_\_  
James H. "Jim" Harvey, Chair

Commissioner Froerer voted \_\_\_\_\_  
Commissioner Harvey voted \_\_\_\_\_  
Commissioner Jenkins voted \_\_\_\_\_

ATTEST:

Date:

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

\_\_\_\_\_

BUYER

\_\_\_\_\_  
Richard D. Anderson II

\_\_\_\_\_  
Nora Chris McKay

\_\_\_\_\_  
Clara (Tammy) Oberg

\_\_\_\_\_  
Gary Wayne Dumont

Subscribed and sworn to before me, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_, and  
\_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

# EXHIBIT A

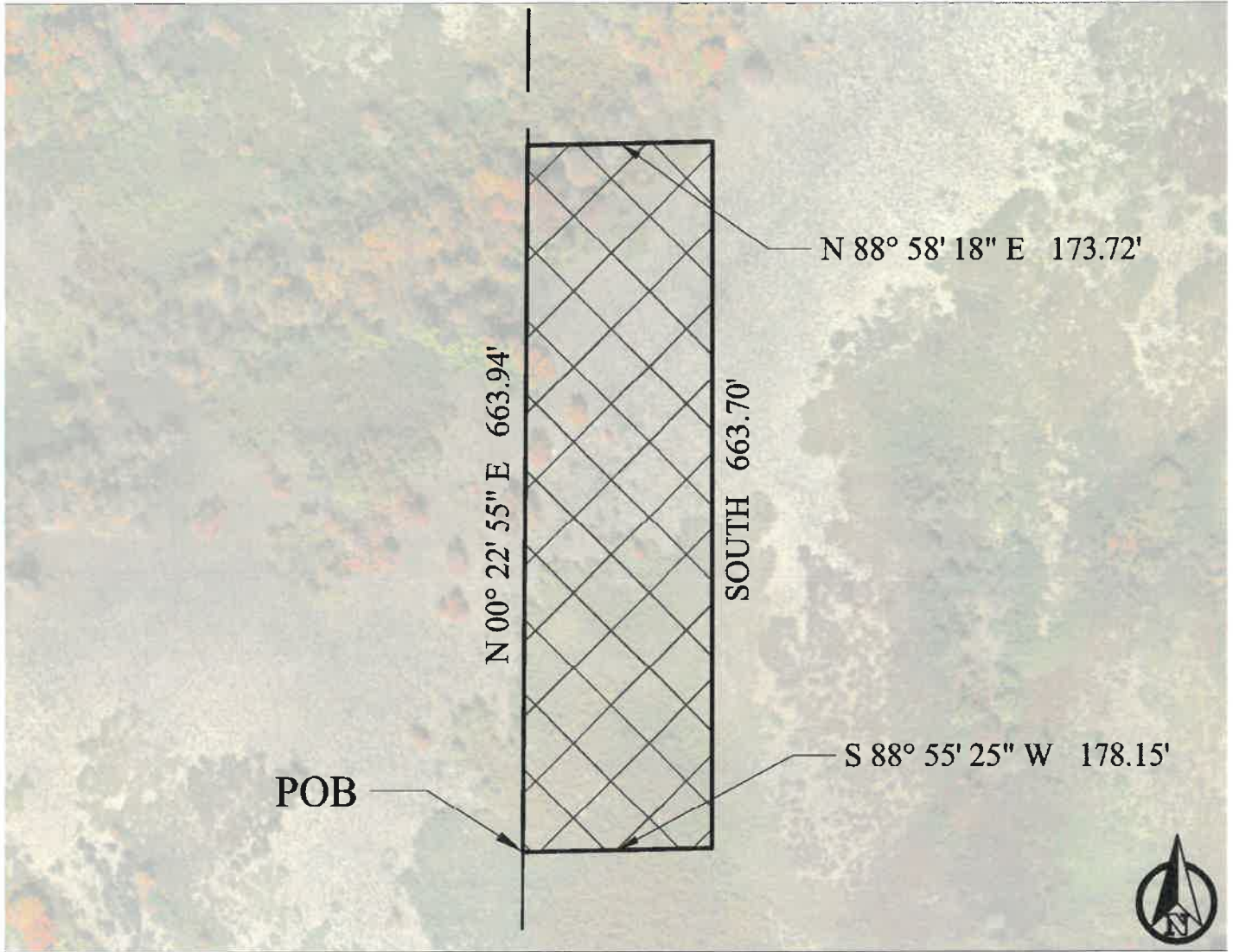
A PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 8 NORTH RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, US SURVEY. BASIS OF BEARING BEING NORTH 00° 22' 55" EAST A DISTANCE OF 5,311.54 FEET BETWEEN THE SOUTHWEST CORNER OF SAID SECTION 26 (KNOWN AS 8N1W34NE) WHICH WAS MONUMENTED BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2020 WITH AN ALUMINUM PIPE MONUMENT AND THE NORTHWEST CORNER OF SAID SECTION 26 (KNOWN AS 8N1W27NE) WHICH WAS MONUMENTED BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2021 WITH AN ALUMINUM PIPE MONUMENT:

BEGINNING AT A POINT WHICH IS NORTH 00° 22' 55" EAST A DISTANCE OF 1,327.88 FEET ALONG THE SECTION LINE FROM THE WEST QUARTER CORNER OF SAID SECTION 26; AND RUNNING THENCE NORTH 00° 22' 55" EAST A DISTANCE OF 663.94 FEET ALONG THE WEST LINE OF SAID SECTION 26; THENCE NORTH 88° 58' 18" EAST A DISTANCE OF 173.72 FEET; THENCE SOUTH A DISTANCE OF 663.70 FEET; THENCE SOUTH 88° 55' 25" WEST A DISTANCE OF 178.15 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND ALSO BEING SHOWN ON A RE-SURVEY OF TOWNSHIP 8 NORTH, RANGE 1 WEST DONE BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2020.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 116,763 SQUARE FEET OR 2.681 ACRES.



# EXHIBIT B



## Legend



Location of Section Line



Location of Deed (Reference: Exhibit A)

Parcel J

**REAL ESTATE PURCHASE AND SALE AGREEMENT  
BY AND BETWEEN WEBER COUNTY AND  
CHARLES A. WARNER AND THERON C. WARNER**

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is made and entered into on the 30<sup>th</sup> day of March, 2021, by and between Weber County, a body politic, corporate and political subdivision of the State of Utah (hereinafter "County") and Charles A. Warner and Theron C. Warner, with their principal address located at 4770 Panorama Dr. Ogden, UT 84403 (hereinafter "Buyer").

**RECITALS**

**WHEREAS**, according to the official records of the Recorder of Weber County, State of Utah, County owns certain real property more fully described in this Agreement; and

**WHEREAS**, County declared such property as surplus to its needs on March 16, 2021; and

**WHEREAS**, Buyer desires to purchase such property on the terms and conditions more particularly set forth herein;

**NOW, THEREFORE**, it is hereby acknowledged and agreed by and between the parties hereto as follows:

**SECTION ONE  
DESCRIPTION OF PROPERTY**

The real property which is the subject of this agreement is described as follows:

See Exhibit A and Exhibit B

**SECTION TWO  
PURCHASE PRICE AND TERMS**

The purchase price for the above described property is seven hundred fifty dollars (\$750.00). The County shall convey the real property to Buyer by Quit Claim Deed upon receipt of the full purchase price.

**SECTION THREE  
INDEMNIFICATION**

Buyer agrees to defend, indemnify and hold harmless County, its officers, agents and employees for and against any claims or suits that arise as a result of this purchase and sale transaction.

**SECTION FOUR  
NO WARRANTIES**

The County does not warrant or guarantee that the property is free from easements, covenants, mortgages, liens, or other encumbrances, nor does the County make any other covenants or warranties concerning the property.

**SECTION FIVE  
GOVERNING LAW**

The laws of the State of Utah shall govern the validity, construction, enforcement, and interpretation of this Agreement.

**SECTION SIX  
ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement by and between the parties hereto with respect to the subject matter hereof, and no other statement, whether written or oral, shall be deemed a part of this Agreement unless specifically incorporated herein by reference. This Agreement supersedes any and all other agreements, negotiations, or understandings between the parties.

**IN WITNESS WHEREOF** the undersigned have affixed their respective signatures hereto on the dates indicated below.

BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY

By \_\_\_\_\_  
James H. "Jim" Harvey, Chair

Commissioner Froerer voted \_\_\_\_\_  
Commissioner Harvey voted \_\_\_\_\_  
Commissioner Jenkins voted \_\_\_\_\_

ATTEST:

Date:

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

\_\_\_\_\_

BUYER

\_\_\_\_\_  
Charles A. Warner

\_\_\_\_\_  
Theron C. Warner

Subscribed and sworn to before me, \_\_\_\_\_,  
and \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

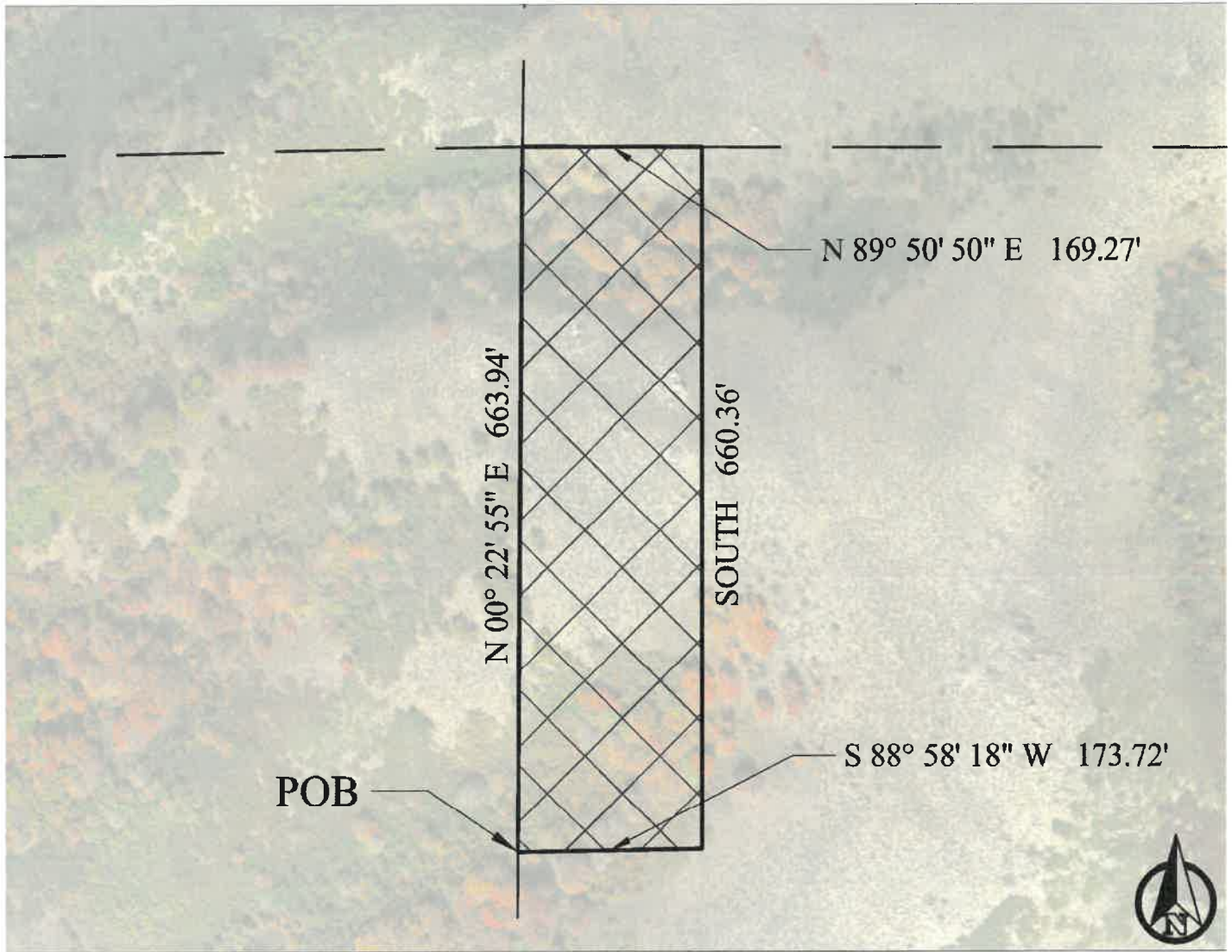
# EXHIBIT A

A PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 8 NORTH RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, US SURVEY. BASIS OF BEARING BEING NORTH 00° 22' 55" EAST A DISTANCE OF 5,311.54 FEET BETWEEN THE SOUTHWEST CORNER OF SAID SECTION 26 (KNOWN AS 8N1W34NE) WHICH WAS MONUMENTED BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2020 WITH AN ALUMINUM PIPE MONUMENT AND THE NORTHWEST CORNER OF SAID SECTION 26 (KNOWN AS 8N1W27NE) WHICH WAS MONUMENTED BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2021 WITH AN ALUMINUM PIPE MONUMENT:

BEGINNING AT A POINT WHICH IS NORTH 00° 22' 55" EAST A DISTANCE OF 1,991.83 FEET ALONG THE SECTION LINE FROM THE WEST QUARTER CORNER OF SAID SECTION 26; AND RUNNING THENCE NORTH 00° 22' 55" EAST A DISTANCE OF 663.94 FEET ALONG THE WEST LINE OF SAID SECTION 26 TO THE NORTHWEST CORNER OF SAID SECTION 26; THENCE SOUTH 89° 50' 50" EAST A DISTANCE OF 169.27 FEET ALONG THE NORTH LINE OF SAID SECTION 26; THENCE SOUTH A DISTANCE OF 660.36 FEET; THENCE SOUTH 88° 58' 18" WEST A DISTANCE OF 173.72 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND ALSO BEING SHOWN ON A RE-SURVEY OF TOWNSHIP 8 NORTH, RANGE 1 WEST DONE BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2020.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 113,543 SQUARE FEET OR 2.607 ACRES.

# EXHIBIT B



## Legend



Location of Section Line



Location of Deed (Reference: Exhibit A)