

AGREEMENT FOR REIMBURSEMENT OF PROPERTY ACQUISITION COSTS FOR 3600 WEST AND FOR PROVIDING ROAD IMPROVEMENTS

This is an agreement between Terakee Properties LP (“**Terakee**”), a Utah limited partnership, and Weber County (“**County**”), a political subdivision of the state of Utah. It takes effect on the date signed by the last party to sign below.

RECITALS

- A. Terakee has proposed a residential development, to be known as Terakee Farms, on certain parcels in unincorporated western Weber County.
- B. 3600 West is the street that currently serves as the sole access to the proposed development, and the portion of 3600 West that is north of 400 South is not developed to the County’s road standards, as established by the County’s Engineering division (“**Standards**”).
- C. The County will not approve Terakee’s proposed development without 3600 West meeting the Standards.
- D. The County recognizes the development potential of land accessed by 3600 West, including the area of Terakee’s proposed development, so the County agrees with the concept of acquiring the right-of-way that is necessary to improve 3600 West to meet the Standards.
- E. In the absence of current development plans, the County would likely consider the improvement of 3600 West a lower priority. However, the County is willing to move forward sooner with acquiring the needed right-of-way, if paid for by developers. Terakee is willing to pay for the acquisition.
- F. Terakee is also willing to pay for and provide the necessary improvements to 3600 West to bring it up to the Standards, to meet that requirement for approval from the County for the proposed Terakee Farms development.

AGREEMENT

NOW THEREFORE, Terakee and the County agree as follows:

- A. Terakee agrees to reimburse the County for the costs of the acquisition of the property needed to bring 3600 West up to the Standards. The reimbursement shall be paid within 30 days after the County presents documentation to Terakee showing that the County has paid for the property.
- B. In return, the County agrees to make reasonable efforts, starting in the first quarter of 2021, to finalize the acquisition of the necessary property that will enable the

improvement of 3600 West to move forward in the near future, rather than at a later time.

- C. Terakee also agrees that if the County approves its proposed development, Terakee will pay for and provide the necessary improvements to 3600 West to bring it up to the Standards. Terakee reserves the right to enforce escrow, deferral and development agreements between Weber County and land owners along 3600 West, north of 400 South, to Terakee's development site. Terakee further reserves the right to seek additional reimbursement for the proportional impact of other property owners and/or developers using 3600 West as an access for land improvement.
- D. Terakee agrees that the County may withhold occupancy permits for properties within the Terakee Farms development until Terakee has satisfied its obligation to pay for and provide the necessary improvements to 3600 West to bring it up to the Standards.
- E. Terakee agrees to obtain an excavation permit from the County before beginning work on the improvement of 3600 West.
- F. Terakee also agrees that the County will not issue an excavation permit until after the owners of the following parcels of land have signed a covenant running with the land, in substantially the same form as the attached covenant, that shall be recorded, requiring them to provide the improvements described in the covenant:
 - a. 15-028-0001
 - b. 15-028-0005
 - c. 15-028-0006
 - d. 15-028-0019
 - e. 15-028-0039
 - f. 15-028-0046
 - g. 15-028-0047
 - h. 15-028-0049
- G. If Terakee ceases to exist, or if its interest in the Terakee Farms development, or the associated property, is transferred by any means to any other person or entity, this agreement shall be binding on Terakee's successors in interest. Likewise, in the event that the current Terakee Farms proposal is abandoned or modified, the obligations of this agreement shall apply equally to any subsequent development proposal.

(Signatures on following page.)

IN WITNESS WHEREOF, the undersigned have caused this agreement to be signed by their duly authorized representatives:

TERAKEE PROPERTIES LP

By: _____

Printed Name: _____

Title: _____

STATE OF _____)

)ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ [include title and representative capacity, if any].

Notary Public

WEBER COUNTY

Chair, Board of County Commissioners

Date: _____

ATTEST:

Weber County Clerk/Auditor

Date: _____

WHEN RECORDED RETURN TO:

Terakee Farms Inc.
736 S. 4700 W.
West Weber, UT 84404

**COVENANT RUNNING WITH THE LAND
REGARDING 3600 WEST IMPROVEMENTS**

This document is a covenant that is intended to run with the land. This covenant takes effect on the date signed by the last party to sign below, between the owners of certain parcels in Weber County, Utah (collectively the “**Owners**”), and Weber County Corporation (“**County**”), a political subdivision of the state of Utah.

RECITALS

- A. Owners own the following parcels of land that are more fully described on Exhibit A (collectively the “**Property**”):
 - a. 15-028-0001, owned by _____
 - b. 15-028-0005, owned by _____
 - c. 15-028-0006, owned by _____
 - d. 15-028-0019, owned by _____
 - e. 15-028-0039, owned by _____
 - f. 15-028-0046, owned by _____
 - g. 15-028-0047, owned by _____
 - h. 15-028-0049, owned by _____

- B. Terakee Properties LP (“**Terakee**”) is seeking approval from the County for a residential development on the Property, to be known as Terakee Farms.

- C. 3600 West is the street that currently serves as the sole access to the Property, and the portion of 3600 West that is north of 400 South is not developed to the County’s road standards (“**Standards**”).

- D. The County will not approve Terakee’s proposed development without 3600 West meeting the Standards.

- E. The County recognizes the development potential of land accessed by 3600 West, including the area of Terakee’s proposed development, so the County agrees with the concept of acquiring the right-of-way that is necessary to improve 3600 West to meet the Standards.

- F. Terakee has agreed to pay for and provide the necessary improvements to 3600 West to bring it up to the Standards, including paying for the cost of acquisition of the needed right-of-way. Terakee reserves the right to enforce escrow, deferral and development agreements between Weber County and land owners along 3600 West, north of 400 South, leading to the Property. Terakee further reserves the right to seek additional reimbursement regarding the proportional impact of other property owners and/or developers using 3600 West as an access for land improvement.
- G. At the same time as 3600 West is improved to the Standards, Terakee will pay for and install sanitary sewer laterals to the existing homes along 3600 West, north of 400 South, leading to the Property, to be stubbed to the edge of the County right-of-way. Terakee further agrees to connect the two (2) homes on Weber County land parcels 15-044-0029 and 15-044-0030 to the main sanitary sewer line.
- H. The widening of the 3600 West right-of-way will result in some existing septic drain fields on the west side of 3600 West no longer being usable, so Terakee has agreed to pay for sewer connections between two existing houses and the gravity sewer line that will be installed.
- I. The County has requested this recorded covenant as assurance that the agreed-upon payments and improvements will occur. It is to be recorded on all parcels that compose the Property that will be developed as part of Terakee's project, to ensure that all current and future owners may be held responsible for the obligations that Terakee has agreed to take on as part of its development project. It is Terakee's responsibility to ensure that the owners of the property, at the time this covenant is executed, are willing to take on the responsibilities contained herein.

COVENANT

NOW THEREFORE, Owners hereby enter into the following covenant, which shall be recorded and which is intended to run with the land and shall be binding upon Owners' heirs, assigns, lessees, and other successors in interest for the Property:

- A. Owners' obligations herein shall arise if the County approves Terakee's proposed development on the Property, or a substitute development proposed by Terakee or one of its successors in interest that requires improvement of 3600 West.
- B. During the 3600 West improvement project, before it becomes necessary to discontinue the use of the septic systems and drain fields on parcels 15-044-0029 and 15-044-0030, and no later than 30 days after the new gravity sewer line begins to operate, Owners shall install laterals, and pay for connections, to parcels 15-044-0029 and 15-044-0030, and shall ensure that the houses on those parcels have working connections to the new sewer system. Owners shall also install two laterals stubbed to the edge of parcel 15-044-0010, in locations agreed to by the owner of that parcel.

- C. Owners shall also pay for the cost of the abandonment or removal of the septic tanks on parcels 15-044-0029 and 15-044-0030, following all applicable laws and regulations.
- D. As part of the sewer line installation, and in addition to the requirements above, Owners shall install laterals stubbed to the edge of each existing parcel that has a dwelling on it between Terakee’s proposed development and 400 South, up to and including parcel 15-044-0006. However, if the gravity sewer line would not otherwise extend to parcel 15-044-0006, then this obligation shall extend only as far as the sewer line extends.
- E. Owners shall restore all affected parcels as nearly as reasonably possible to their pre-project condition.
- F. Owners shall be responsible for all costs associated with their obligations under this covenant.
- G. Owners agree that the County may withhold occupancy permits for dwellings on the Property until Terakee, or its successor in interest, has satisfied its obligation to pay for and provide the necessary improvements to 3600 West to bring it up to the Standards.
- H. If Owners fail to comply, in any material respect, with any obligation in this covenant, the County may withhold approval of any land use application or any permit requested by Owners with respect to the Property or its development, until the obligation has been satisfied. This remedy is in addition to any other legal or equitable remedies the County has, including injunctive relief, monetary damages, and anything else available by law.

IN WITNESS WHEREOF, the undersigned have caused this covenant to be signed by their duly authorized representatives:

OWNER

By: _____

Printed Name: _____

Title: _____

STATE OF _____)

)ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ [include title and representative capacity, if any].

Notary Public

OWNER

By: _____

Printed Name: _____

Title: _____

STATE OF _____)

)ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ [include title and representative capacity, if any].

Notary Public

OWNER

By: _____

Printed Name: _____

Title: _____

STATE OF _____)

)ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ [include title and representative capacity, if any].

Notary Public

OWNER

By: _____
Printed Name: _____
Title: _____

STATE OF _____)

)ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____
[include title and representative capacity, if any].

Notary Public

ACCEPTED BY WEBER COUNTY

Chair, Board of County Commissioners

Date: _____

ATTEST:

Weber County Clerk/Auditor

Date: _____

EXHIBIT A

Description of the Property

See the following pages for the legal description of each parcel that composes the Property.

WHEN RECORDED MAIL TO:
Harold and Marva McFarland
416 South 3600 West
Ogden, Utah 84404



ABOVE THIS LINE RESERVED FOR RECORDER

Quitclaim Deed

Harold McFarland 1/2, and Harold McFarland and Marva McFarland 1/2 and grantors, for a valuable consideration, receipt of which is hereby acknowledged, do hereby remise, release and forever quitclaim to **The Family Trust of Harold H. and Marva C. McFarland, Harold H. and Marva C. McFarland, trustees; trust dated August 11, 2004,** the following described real property in Weber County, Utah

LEGAL DESCRIPTION OF PROPERTY:

PART OF THE SOUTHEAST QUARTER OF NORTHEAST QUARTER OF SECTION 9,
TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY,
LYING SOUTH OF WEBER RIVER.
EXCEPT THAT PROTION DEEDED #1719919 2085-1583 PARCEL 1

ASSESSORS PARCEL NUMBER: 15-028-0001 *F*

Executed on: SEPT 28, 2004 at OGDEN, Utah

Signed: *Harold McFarland* Signed: *Harold McFarland*
Harold McFarland Harold McFarland

Signed: *Marva McFarland*
Marva McFarland

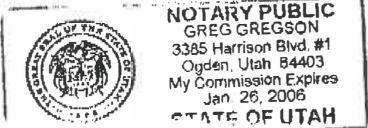
CERTIFICATE OF NOTARY PUBLIC

County of WEBER, State of Utah

On 9-28-04, before me, GREG GREGSON
personally appeared Harold McFarland and Marva McFarland, grantors, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged they executed the same in their authorized capacity, and that by their signatures on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Greg Gregson* (Seal)



E# 2059069 PG 1 OF 1
DUGG CHOFIS, WEBER COUNTY RECORDER
28-SEP 04 3:00 PM FEE \$11.00 DEP KKA
REC FOR: JANICE LARSEN



WHEN RECORDED MAIL TO:
Harold and Marva McFarland
416 South 3600 West
Ogden, Utah 84404

ABOVE THIS LINE RESERVED FOR RECORDER

Quitclaim Deed

Harold McFarland and Marva McFarland, husband and wife, for a valuable consideration, receipt of which is hereby acknowledged, does hereby remise, release and forever quitclaim to **The Family Trust of Harold H. McFarland and Marva C. McFarland Harold H. McFarland and Marva C. McFarland, trustees, trust dated 8/11/2004**, the following described real property at Weber County, Utah

LEGAL DESCRIPTION OF PROPERTY:

PART OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 9; THENCE WEST 8.42 CHAINS; THENCE SOUTH 2D EAST 17.31 CHAINS; THENCE SOUTH 72D45' EAST 7.21 CHAINS TO EAST LINE OF SECTION; THENCE NORTH 19.4 CHAINS TO BEGINNING. CONTAINING 10.42 ACRES.

TOGETHER WITH A RIGHT-OF-WAY BEGINNING ON THE WEST LINE OF 33 FOOT LANE 912.5 FEET EAST OF THE SOUTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 122 RODS ALONG LANE; THENCE EASTERLY 68.48 RODS; THENCE SOUTH 20 FEET; THENCE WESTERLY 67.27 RODS TO A POINT 20 FEET EAST OF WEST SIDE OF LANE; THENCE SOUTH 80.25 RODS; THENCE EAST TO EAST SIDE OF 33 FOOT LANE; THENCE SOUTH 41.75 RODS TO ROAD; THENCE WEST 33 FEET TO BEGINNING. AS DESCRIBED IN THE QUIT CLAIM DEED DATED MARCH 7, 1936 AND RECORDED JUNE 4, 1936 IN BOOK 126 OF DEEDS AT PAGE 527.

SUBJECT TO A RESERVATION OF A COMMON USE OF THE ABOVE DESCRIBED RIGHT-OF-WAY AND A 20 FOOT RIGHT-OF-WAY ADJOINING THE EAST TERMINUS OF THE ABOVE DESCRIBED RIGHT-OF-WAY; RUNNING EASTWARD TO THE EAST LINE OF SAID SECTION 9 FOR ACCESS TO SECTION 10, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

EXCEPTING THAT PARTY LYING WITHIN THE CORPORATE LIMITS OF MARRIOTT-SLATERVILLE CITY.

ASSESSOR'S PARCEL NUMBER: 15-028-0005 6

Executed on: 8/11/2004 at Ogden, Utah

Signed: Harold McFarland Harold McFarland Signed: Marva McFarland Marva McFarland

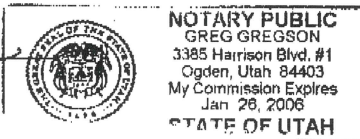
CERTIFICATE OF NOTARY PUBLIC

County of Weber, State of Utah

On 8/11/2004 before me, Greg Gregson, personally appeared Harold McFarland and Marva McFarland, husband and wife, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged they executed the same in their authorized capacity, and that by their signatures on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Greg Gregson



E: 2059070 PG.1 OF 1
DOUG CROFTS, WEBER COUNTY RECORDER
28-SEP 04 3:11 PM FEE \$12.00 DEP KKA
REC FOR: JANICE LARSEN



When Recorded Mail To:
Harold & Marva McFarland
416 South 3600 West
Ogden, UT 84404

ABOVE THIS LINE RESERVED FOR RECORDER

Quitclaim Deed

Harold McFarland 1/2, Harold McFarland and Marva McFarland 1/2 and grantors, for a valuable consideration, receipt of which is hereby acknowledged, does hereby remise, release and forever quitclaim to **The Family Trust of Harold H. McFarland and Marva C. McFarland, Harold H. McFarland and Marva C. McFarland, Trustees, Trust dated August 11, 2004** the following described real property in Weber, Utah.

LEGAL DESCRIPTION OF PROPERTY:

PART OF SOUTHEAST QUARTER SECTION 9, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; BEGINNING AT A POINT 41.75 RODS NORTH FROM SOUTHEAST CORNER OF SAID QUARTER SECTION; RUNNING THENCE WEST 1228.69 FEET; THENCE NORTH 0D56'30" EAST 362.32 FEET TO THE NORTHEAST CORNER OF MCFARLAND SUBDIVISION, THENCE EAST ALONG THE SOUTH LINE OF A 60 FOOT STRIP (E # 1719913) TO A POINT NORTH 55D49'58" WEST FROM THE POINT OF BEGINNING; THENCE NORTH 03D08'19" EAST 1525.19 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID SOUTHEASTERLY QUARTER; THENCE EAST ALONG SAID NORTH LINE 61.52 FEET, MORE OR LESS, THENCE SOUTH 2D WEST 17.31 CHAINS; THENCE SOUTH 72D45' EAST 7.25 CHAINS; THENCE SOUTH TO THE PLACE OF BEGINNING.

SUBJECT TO R-O-W (126-527)

Assessor's Parcel Number: 15-028-0006

Executed on: SEPT 28 2004, at OGDEN, UT

Signed: Harold H. McFarland
Harold H. McFarland

Signed: Harold H. McFarland
Harold H. McFarland

Signed: Marva C. McFarland
Marva C. McFarland

EA 2059067 PG 1 OF 1
DOUG CROFTS, WEBER COUNTY RECORDER
28-SEP-04 309 PM FEE \$10.00 DEP KKA
REC FOR: JANICE LARSON

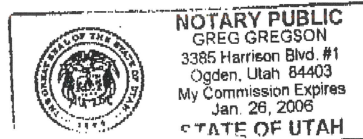
CERTIFICATE OF NOTARY PUBLIC

County of WEBER, state of UTAH

On 9-28-04 before me, GREG GREGSON,
Personally appeared, Harold H. McFarland and Marva C. McFarland, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person/s whose name/s is/are subscribed to the within instrument and acknowledged he/she executed the same in his/her authorized capacity, and that by his/her signature/s on the instrument the person/s or the entity upon behalf of which the person/s acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Greg Gregson (Seal)



9806502M



WHEN RECORDED MAIL TO:
Harold and Marva McFarland
416 South 3600 West
Ogden, Utah 84404

ABOVE THIS LINE RESERVED FOR RECORDER

Quitclaim Deed

Harold McFarland and Marva McFarland, husband and wife, for a valuable consideration, receipt of which is hereby acknowledged, does hereby remise, release and forever quitclaim to **The Family Trust of Harold H. McFarland and Marva C. McFarland, Harold H. McFarland and Marva C. McFarland trustees, trust dated 8/11/2004**, the following described real property at Weber County, Utah

LEGAL DESCRIPTION OF PROPERTY:

PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN: BEGINNING AT A POINT WHICH IS IDENTICAL WITH THE CENTER OF THE SAID NORTHEAST QUARTER SECTION 9; RUNNING NORTH 39D28' WEST 44 FEET; THENCE NORTH 53D30' WEST 214.6 FEET; THENCE NORTH 50D30' WEST 133 FEET; THENCE NORTH 35D30' WEST 232 FEET; THENCE SOUTH 25D0' WEST 156 FEET; THENCE SOUTH 72D30' WEST 162 FEET; THENCE SOUTH 54D0' WEST 107 FEET; THENCE SOUTH 2D0' EAST 462.5 FEET; THENCE SOUTH 60D30' EAST 180 FEET; THENCE SOUTH 88D0' EAST 322.5 FEET; THENCE NORTH 83D44' EAST 251 FEET; THENCE NORTH 65 FEET; THENCE NORTH 18D22'18" EAST 303 FEET; THENCE WEST 95.5 FEET TO THE PLACE OF BEGINNING. CONTAINING 10.55 ACRES.

ASSESSOR'S PARCEL NUMBER: 15-028-0019 F

Executed on: 8/11/2004 at Ogden, Utah

Signed: Harold McFarland
Harold McFarland

Signed: Marva McFarland
Marva McFarland

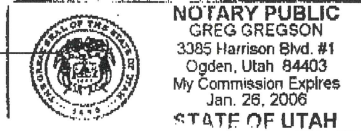
CERTIFICATE OF NOTARY PUBLIC

County of Weber, State of Utah

On 8/11/2004 before me, Greg Gregson, personally appeared Harold McFarland and Marva McFarland, husband and wife, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged they executed the same in their authorized capacity, and that by their signatures on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Greg Gregson



E# 2059036 PG 1 OF 1
DOUG CHOFTS, WEBER COUNTY RECORDER
28-SEP 04 3:58 PM FEE \$10.00 DEP KKA
REC FOR: JANIIE LARSEN



WHEN RECORDED MAIL TO:
Harold and Marva McFarland
416 South 3600 West
Ogden, Utah 84404

ABOVE THIS LINE RESERVED FOR RECORDER

Quitclaim Deed

Harold McFarland and Marva McFarland, husband and wife, for a valuable consideration, receipt of which is hereby acknowledged, does hereby remise, release and forever quitclaim to **The Family Trust of Harold H. McFarland and Marva C. McFarland, Harold H. McFarland and Marva C. McFarland, trustees, trust dated 8/11/2004** the following described real property at Weber County, Utah

LEGAL DESCRIPTION OF PROPERTY:

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY LYING WITHIN THE CORPORATE LIMITS OF MARRIOTT-SLATERVILLE CITY. PART OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 9, THENCE WEST 6.42 CHAINS; THENCE SOUTH 2D EAST 17.31 CHAINS; THENCE SOUTH 72D45' EAST 7.21 CHAINS TO EAST LINE OF SECTION; THENCE NORTH 19.4 CHAINS TO BEGINNING.

TOGETHER WITH A RIGHT OF WAY BEGINNING ON THE WEST LINE OF 33 FOOT LANE 9.12.5 FEET EAST OF THE SOUTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 122 RODS ALONG LANE; THENCE EASTERLY 68.48 RODS; THENCE SOUTH 20 FEET; THENCE WESTERLY 67.27 RODS TO A POINT 20 FEET EAST OF WEST SIDE OF LANE; THENCE SOUTH 80.25 RODS; THENCE EAST TO EAST SIDE OF 33 FOOT LANE; THENCE SOUTH 41.75 RODS TO ROAD; THENCE WEST 33 FEET TO BEGINNING. AS DESCRIBED IN THE QUIT CLAIM DEED DATED MARCH 7, 1936 AND RECORDED JUNE 4, 1936 IN BOOK 126 OF DEEDS AT PAGE 527.

SUBJECT TO A RESERVATION OF A COMMON USE OF THE ABOVE DESCRIBED RIGHT OF WAY AND A 20 FOOT RIGHT OF WAY ADJOINING THE EAST TERMINUS OF THE ABOVE DESCRIBED RIGHT OF WAY; RUNNING EASTWARD TO THE EAST LINE OF SAID SECTION 9 FOR ACCESS TO SECTION 10, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

ASSESSOR'S PARCEL NUMBER: 15-028-0039

Executed on: 8/11/2004 at Ogden, Utah

Signed: Harold McFarland Signed: Marva McFarland
Harold McFarland Marva McFarland

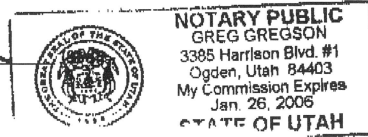
CERTIFICATE OF NOTARY PUBLIC

County of Weber, State of Utah

On 8/11/2004 before me, Greg Gregson personally appeared Harold McFarland and Marva McFarland, husband and wife, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged they executed the same in their authorized capacity, and that by their signatures on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]



E# 2059071 PG1 OF1
DOUG CHOFFS, WEBER COUNTY RECORDER
28-SEP 04 3:11 PM FEE \$12.00 DEP KKA
REC FOR: JANICE LARSEN

TAX NOTICE TO:
Grantee
P.O. Box 839
Roy, Utah 84067



W2741061

142202

E# 2741061 PG 1 OF 2
Leann H. Kilts, WEBER COUNTY RECORDER
17-Jun-15 1003 AM FEE \$13.00 DEP DS
REC FOR: MOUNTAIN VIEW TITLE - OGDEN
ELECTRONICALLY RECORDED

WARRANTY DEED

Harold Eborn, hereinafter referred to as Grantor, does hereby grant, convey and warrant to:

**Harold P. Eborn and Sherrie A. Eborn, Trustees
of The Harold P. Eborn Family Protection Trust dated June 28, 1994.**

hereinafter referred to as Grantee, of Weber County, State of Utah, for the sum of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, all of the fee simple, marketable right, title and interest in and to the following described real property located in Weber County, State of Utah, more particularly described as follows:

See Legal Description on attached Exhibit "A" which by reference is made a part.
Weber County Tax Parcel Number 15-028-0046 & 15-028-0047 *CM*

Conveyance is made subject to any easements, restrictions, right of ways by deed or prescription and taxes for year 2015.

Together with any and all water rights appurtenant to the subject property, used on the subject property, including but not limited to filed water rights with the State of Utah, Irrigation or Ditch Company Water Stock or contracted water rights.

Witness the hand of the Grantor on this the 16th day of June 2015.

Harold Eborn

Harold Eborn

State of Utah
County of Weber

On this the 16th day of June 2015, personally appeared before me, Harold Eborn, who duly acknowledged to me that he executed this deed.

[Signature]

Notary Public

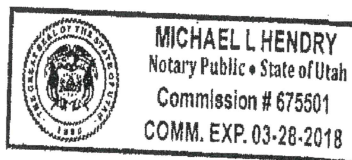


EXHIBIT "A" LEGAL DESCRIPTION

File No.: 142262

PARCEL 1:

PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS NORTH 00°45'04" WEST ALONG THE SECTION LINE 1180.41 FEET AND SOUTH 89° 14' 56" WEST 530.57 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE SOUTH 82° 13' 14" WEST 366.26 FEET TO A 923.75 FOOT RADIUS CURVE, THE CENTER OF WHICH BEARS NORTH 07°46'46" WEST; THENCE WESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 8°43'11", A DISTANCE OF 140.58 FEET; THENCE NORTH 89° 03'35" WEST 664.65 FEET; THENCE NORTH 0°46'24" EAST 1526.76 FEET; THENCE SOUTH 89° 13'33" EAST 391.42 FEET; THENCE NORTH 01°01'53" EAST 50.71 FEET; THENCE SOUTH 89°03'5" EAST 835.86 FEET; THENCE SOUTH 00°56'25" WEST 48.29 FEET; THENCE SOUTH 03°08'19" WEST 1465.19 FEET TO THE POINT OF BEGINNING.

15-028-0046 /CM

PARCEL 2:

A 60 FOOT WIDE STRIP OF GROUND WHICH IS PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, THE NORTHERLY BOUNDARY OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS NORTH 00°45'04" WEST ALONG THE SECTION LINE 1180.41 FEET AND SOUTH 89°14'56" WEST 530.57 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE SOUTH 83°13'14" WEST 366.26 FEET TO A 923.75 FOOT RADIUS CURVE, THE CENTER OF WHICH BEARS NORTH 07°46'46" WEST; THENCE WESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 8°43'11" A DISTANCE OF 140.58 FEET; THENCE NORTH 89° 03'35" WEST 664.65 FEET.

15-028-0047 /CM



WARRANTY DEED

W3014430

For good consideration, I Brad A. Blanch, owner of Weber County Land Parcels 15-050-0028, 15-050-0029 and 15-028-0049, hereby deed and convey to Terakee Farms, Inc. of West Weber, Weber County, Utah, the following described land in Weber County, free and clear of WARRANTY COVENANTS; to wit:

Terakee Farms, Inc.
P.O. Box 14016
Ogden, Utah 84412

EH 3014430 PG 1 OF 2
LEANN H KILTS, WEBER COUNTY RECORDER
04-NOV-19 304 PM FEE \$40.00 DEP DC
REC FOR: BRAD BLANCH (TERAKEE FARMS)

BT

- Weber County Land Parcel 15-050-0028 DB NP ds

PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, BEGINNING AT A POINT SOUTH 1D06'08" WEST 580.00 FEET AND NORTH 89D21'31" WEST 40.00 FEET FROM THE CENTER OF SAID SECTION 17, SAID POINT ALSO BEING ON THE WEST LINE OF 4700 WEST STREET AND RUNNING THENCE SOUTH SOUTH 1D06'08" WEST 178.00 FEET ALONG SAID WEST LINE OF STREET, THENCE NORTH 89D21'31" WEST 231.00 FEET, THENCE NORTH 0D55'20" EAST 178.00 FEET, THENCE SOUTH 89D21'31" EAST 231.56 FEET TO THE POINT OF BEGINNING.

BT

- Weber County Land Parcel 15-050-0029 DB NP

PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, BEGINNING AT A POINT NORTH 89D05'23" WEST 40.02 FEET AND NORTH 1D06'08" EAST 1253.45 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 17, SAID POINT ALSO BEING ON THE WEST LINE OF 4700 WEST STREET AND RUNNING THENCE SOUTH 89D09'36" WEST 199.99 FEET, THENCE NORTH 1D06'08" EAST 387.75 FEET, THENCE SOUTH 89D21'31" EAST 200.00 FEET TO THE WEST LINE OF SAID STREET, THENCE SOUTH 1D06'08" WEST 388.45 FEET ALONG SAID WESTLINE OF STREET TO THE POINT OF BEGINNING.

BT

- Weber County Land Parcel 15-028-0049 NP DB

PART OF THE NORTH HALF OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, BEGINNING AT CENTER OF SAID SECTION 9 AND RUNNING THENCE NORTH 89D15'27" WEST 181.50 FEET ALONG THE QUARTER SECTION LINE, THENCE NORTH 0D51'29" EAST 1963.33 FEET TO THE CHANNEL OF RIVER, THENCE THE FOLLOWING TEN (3) COURSES ALONG SAID CHANNEL OF RIVER, (1) NORTH 82D13'27" EAST 457.93 FEET (2) NORTH 89D15'23" EAST 233.23 FEET, (3) SOUTH 71D56'20" EAST 170.94 FEET TO THE OLD CHANNEL OF RIVER, THENCE THE FOLLOWING SEVEN (7) COURSES ALONG THE OLD CHANNEL OF RIVER, (1) SOUTH 37D10'59" EAST 222.20 FEET, (2) SOUTH 10D23'44" WEST 184.63 FEET, (3) SOUTH 81D34'43" WEST 247.99 FEET, (4) SOUTH 26D40'32" WEST 327.20 FEET, (5) SOUTH 6D35'23" EAST 153.19 FEET, (6) SOUTH 61D30'49" EAST 526.19 FEET, (7) NORTH 83D59'38" EAST 434.06 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 9, THENCE SOUTH 0D51'31" WEST 638.64 FEET ALONG SAID EAST LINE TO AN EXISTING FENCE, THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID FENCE, (1) NORTH 82D48'56" WEST 571.68 FEET, (2) NORTH 83D59'27" WEST 442.90 FEET, (3) SOUTH 0D02'46" WEST 415.59 FEET TO THE QUARTER SECTION LINE THENCE NORTH 89D15'27" WEST 300.32 FEET ALONG SAID QUARTER SECTION LINE TO THE POINT OF BEGINNING.

OVER ↓