

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

QUITCLAIM DEED

Tax ID No. 19-038-0004

Pin No. NA

Project Name. 2200 NORTH STREET

Grantor (THE JOHN D. AND SHERILYN CLARK FAMILY TRUST), for good and valuable consideration, receipt of which is hereby acknowledged, does hereby remise, release, and forever quitclaim to WEBER COUNTY, a political subdivision of the State of Utah, 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. Furthermore, this quitclaim deed is intended for right-of-way purposes as defined in Utah Code Ann. § 72-1-102(22).

Witness the hand of said Grantor this 24 day of May, 2022

Sherilyn Clark, Successor Trustee
(THE JOHN D. AND SHERILYN CLARK FAMILY TRUST), Grantor

Sherilyn Clark, Successor Trustee

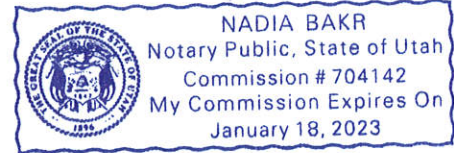
STATE OF UTAH)
 :ss
COUNTY OF WEBER)

On this 24 day of May, in the year 20 22, before me,
Nadia Baker a notary public, personally appeared
Sherilyn Clark, as trustee(s) of THE JOHN D. AND

SHERILYN CLARK FAMILY TRUST _____,
signer(s) of the foregoing instrument, who proved on the basis of satisfactory evidence to be the
person(s) whose name(s) (is/are) subscribed to this instrument, did say that (he/she/they) (is/are)
the trustee(s) of said trust and that this instrument was signed by (him/her/them) in behalf of said
trust and by its authority, and duly acknowledged to me that said trust executed the same.

Witness my hand and official seal.

Nadia Bakr
Notary Public
My Commission Expires: 1-18-2023



SEAL

Acceptance by Board of County
Commissioners of Weber County
Chair, Weber County Commission

Attest:
Ricky Hatch
Weber County Clerk Auditor

be exercised.

ARTICLE IX SUCCESSOR TRUSTEE

A. *Appointment of Successor Trustee.*

1. Whenever this Instrument designates someone as a successor Trustee, the first successor shall serve unless he fails to qualify or ceases to act, in which case the successor appointee or appointees shall serve in the ordered name. Said successors shall serve only if the immediate predecessor or predecessors fail to qualify or ceases to act. It is Settlers' intention that at least two trustees act hereunder at all times.
2. If any one of the original Trustees shall be unable to serve as Trustee, then the following persons shall be Successor Trustee:
 - a. As first Successor Trustee, SHERILYN CLARK for JOHN D. CLARK.
 - b. As second Successor Trustee, JOHN D. CLARK for SHERILYN CLARK.
 - c. A trustee selected by the departing Trustee or successor trustee named as successor.
 - d. A trustee selected by a majority of the then-beneficiaries hereunder, with the guardian of a minor or incompetent Beneficiary voting for him.
 - e. See Successor Trustee list for additional successor Trustees

B. *General Trustee Provision.*

1. ***No Bond Required.*** No bond shall be required of any individual Trustee.
2. ***Statement Required on Resignation.*** In the event of the registration of a Trustee without a Successor Trustee designated, a majority of the then beneficiaries shall select a Successor Trustee, with the guardian of a minor or incompetent beneficiary voting for him. The Trustee, upon the effective date of its resignation, shall deliver to the remain Trustee, the Successor Trustee, each beneficiary and each guardian of beneficiary, a statement of all receipts and disbursements of the Trust hereunder, together with an inventory of the assets of all trusts, the resigning corporate Trustee shall be discharged of all of its duties and obligations hereunder.
3. ***Trustee's Incompetence.*** An individual Trustee will be deemed incompetent and, therefore, disqualified to continue serving as Trustee if two medical doctors shall each sign a letter that is delivered to the Successor Trustee (or the other Trustee, as the case may be), or to the beneficiaries, stating in each such letter that it is such doctor's opinion that the Trustee I unable to properly carry on his affairs and functions as Trustee. Such incompetency shall be deemed terminated if such doctors or their successors thereafter write letters stating that such Trustee is, in the opinion of such doctors, thereafter capable of carrying on his or her affairs and functioning as Trustee.
4. ***Trustee as Beneficiary.*** Except as otherwise expressly provided in this Trust, the reasonably adverse interests of the Trustee or any Successor Trustee under this Instrument, which may exist because a Trustee or Successor Trustee is also a beneficiary under the Trusts created hereby, shall not disqualify him from retaining his

position of trust or exercising his discretion in all matters in connection with any of said trusts.

5. ***Trustee's Conflict of Interest.*** The fact that any Trustee or any Successor Trustee under this Instrument, by virtue of the partnership interests or security holdings of any Trust Estate, is or becomes a partner in any partnership, business, or enterprise or a director, or officer of any corporate enterprise, or controls the election of the directors, or officers of any corporate enterprise, shall not deprive him as such partner, director or officer or any other partner, director or officers, of full discretion as to the distribution of partnership or corporate profits or dividends, nor shall it render him compellable, because of his obligation to the Trust Estate, to deviate from the normal and usual partnership or corporate practice in this regard, nor shall it disqualify him from receiving or in any way limit his right to receive salaries, bonuses, commissions, or other compensation or benefits as partner, employee, director, or officer; nor shall it disqualify or in any way limit him as partner, director, or officer, or Trustee or Successor Trustee from voting for or in any way approving the granting of such salaries, bonuses, commissions, or other compensation or benefits.
6. ***Effect of Successor Trustee.*** Any Successor Trustee shall succeed as Trustee with like effect as though originally named as such herein. All authority and powers conferred on the original Trustee hereunder shall pass to any Successor Trustee.
7. ***No Duty to Examine Predecessor's Books.*** No Successor Trustee shall be under any duty to examine the books and records of its predecessor Trustee. Any Successor Trustee may accept as the full trust corpus any properties that may be turned over to it.
8. ***Replacement of Corporate Trustee.*** At any time after the expiration of one (1) year after a corporate Trustee commences to act as Trustee or Co-Trustee, as the case may be, (herein referred to as "Trustee" although such capacity may also be Co-Trustee) of all trusts hereunder, then a majority of the beneficiaries (or guardians of any such minor or incompetent beneficiaries) of all trusts hereunder, shall have the right by majority act to transfer the administration of all the trusts to a successor corporate Trustee of good standing in the State of Utah upon the conditions hereinafter set forth. Such substitution of a new corporate Trustee shall be made by the giving of written notice by such majority directed to the then-acting corporate Trustee, indicating the desire of the majority of such beneficiaries to effect a substitution in the office of Trustee and designating the corporate Trustee selected. Upon the approval of the new corporate Trustee by the corporate Trustee then serving (which approval shall not be unreasonably withheld), and upon securing the approval of such transfer and substitution by a court of competent jurisdiction to the extent that such approval may be required by law, the corporate Trustee then serving as Trustee hereunder shall transfer and convey its entire interest in all the Trusts to the new and substituted corporate Trustee. Like substitution of a successor corporate Trustee all of the trusts may thereafter be made at any time after the expiration of two (2) years, as previously provided. The purpose of this provision is to ensure harmonious relations between the Trustee and the beneficiaries, and to further an effective and efficient management of the trusts created herein.

TRUSTEES' SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Trust on the 21st day of MARCH, 2011, in the City of Ogden, County of Weber, State of Utah.

John D. Clark

JOHN D. CLARK, Trustee

Sherilyn Clark

SHERILYN CLARK, Trustee

SETTLORS' SIGNATURE

The undersigned Settlers certify that they have read the foregoing Agreement and Declaration of Trust, and that it correctly states the terms and conditions under which the Trust Estate is to be held, managed and disposed of by the Trustees. The undersigned Settlers approved of this Trust in all particulars and request the Trustees to execute it.

DATED as of MARCH 21, 2011 at Ogden, County of Weber, State of Utah.

John D. Clark

JOHN D. CLARK, Settlor/Grantor

Date: 3/21/11

Sherilyn Clark

SHERILYN CLARK, Settlor/Grantor

Date: 3/21/11

WITNESSES

The above Instrument was executed in our presence by the Trustee(s) and the Settlers.

John L. Cochran

Witness

Date: 3/21/11

Shelly Howard

Witness

Date: 3/21/11

ATTACHMENT TWO

ACCEPTANCE OF THE TRUST BY THE TRUSTEE

I, SHERILYN CLARK, do hereby accept the position of Trustee of THE JOHN & SHERILYN CLARK FAMILY TRUST. In this capacity, I do hereby accept the property of the Trust and agree to the following: to hold, conserve, maintain, improve, administer, manage, and distribute all those Trust properties, real and personal, forming, or which may form, the corpus and principal of this Trust in accordance with provisions contained within the Trust instrument of the said Trust.

IN ACCORDANCE with the Trust instrument, I do reserve the right to resign from this position at any time.

Dated this 21st day of MARCH, 2011.

Signature of Accepting Trustee:

By: Sherilyn Clark, Trustee
SHERILYN CLARK

CERTIFICATE BY THE TRUSTEE

I, JOHN D. CLARK, the First Trustee of THE JOHN & SHERILYN CLARK FAMILY TRUST, did select and appoint SHERILYN CLARK as the Second Trustee on the 21st day of MARCH, 2011.

Signature of First Trustee:

By: John D. Clark, Trustee
JOHN D. CLARK

EXHIBIT A

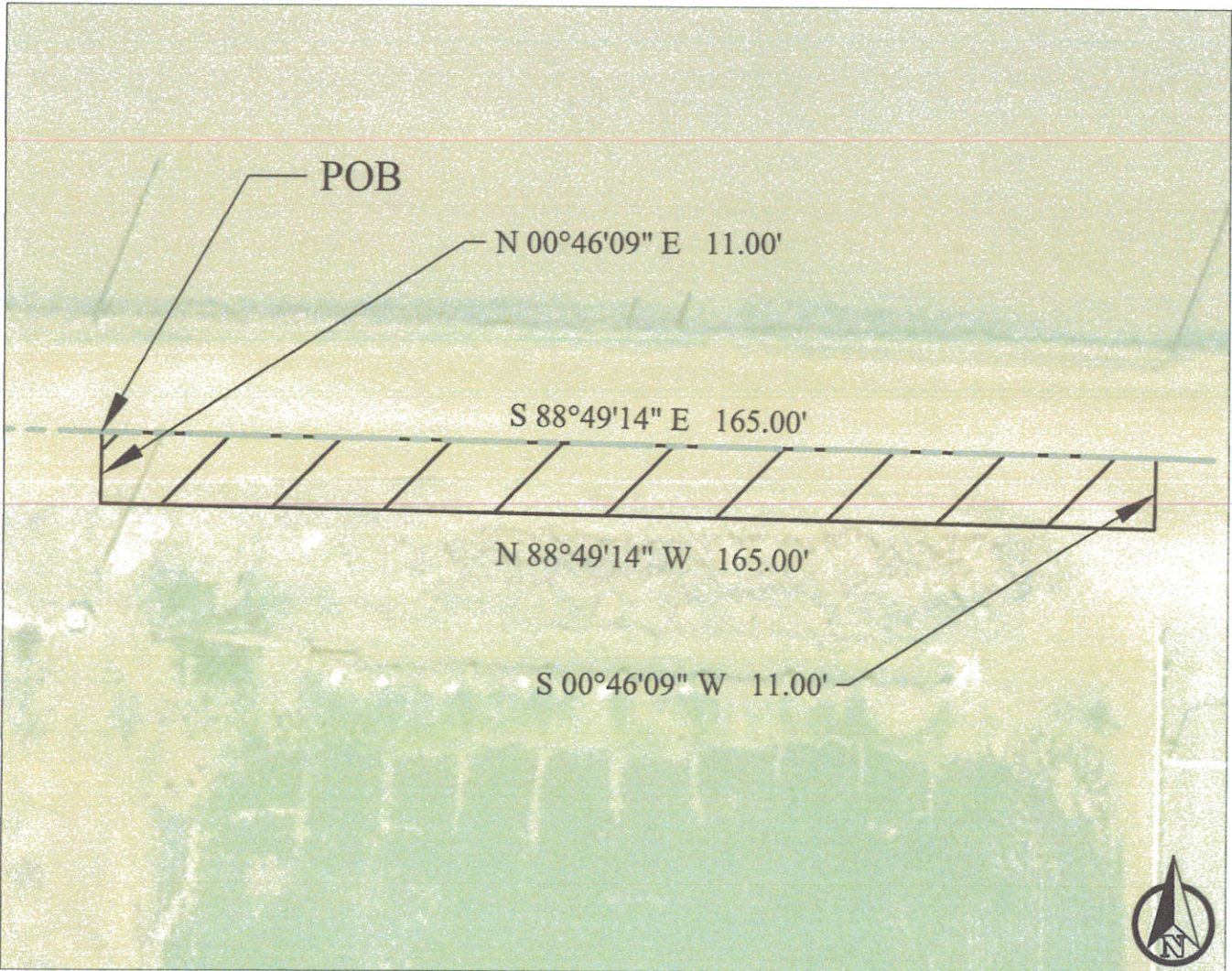
A PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, US SURVEY. BASIS OF BEARING BEING NORTH 88°37'29" WEST A DISTANCE OF 5,304.23 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 34, TO THE WEST QUARTER CORNER OF SAID SECTION 34 WHICH WAS REMONUMENTED BY THE WEBER COUNTY SURVEYOR'S OFFICE IN 2021 (SAID REMONUMENTED CORNER IS NORTH 89°32'22" WEST A DISTANCE OF 111.51 FEET FROM THE PREVIOUS 1965 BRASS CAP LOCATION):

BEGINNING AT A POINT ON THE CENTERLINE OF 2200 NORTH STREET, A PUBLIC HIGHWAY, SAID POINT BEING SOUTH 58°49'03" EAST A DISTANCE OF 1,504.84 FEET, AND SOUTH 88°49'14" EAST A DISTANCE OF 150.00 FEET, FROM THE WEST QUARTER CORNER OF SAID SECTION 34 (AS MONUMENTED IN 2021), SAID POINT ALSO BEING SOUTH 53°33'49" EAST A DISTANCE OF 19.06 FEET, MORE OR LESS, AND SOUTH 88°49'14" EAST A DISTANCE OF 150.00 FEET, FROM THE NORTHEAST CORNER OF THE COUNTRY ROAD ESTATES SUBDIVISION AS RECORDED IN DEDICATION PLAT BOOK 43 PAGE 027 IN THE OFFICE OF THE WEBER COUNTY RECORDER, SAID POINT ALSO BEING ON A PROJECTION OF THE GRANTOR'S WESTERLY PROPERTY LINE, AS OCCUPIED; RUNNING THENCE SOUTH 88°49'14" EAST A DISTANCE OF 165.00 FEET, ALONG THE CENTERLINE OF 2200 NORTH STREET, TO A POINT ON A PROJECTION OF THE GRANTOR'S EASTERLY PROPERTY LINE, AS OCCUPIED; THENCE SOUTH 00°46'09" WEST (SOUTH 0D 21' WEST BY RECORD) A DISTANCE OF 11.00 FEET, ALONG THE GRANTOR'S EASTERLY PROPERTY LINE; THENCE NORTH 88°49'14" WEST A DISTANCE OF 165.00 FEET, PARALLEL TO THE CENTERLINE OF SAID 2200 NORTH STREET, TO THE GRANTOR'S WESTERLY PROPERTY LINE, AS OCCUPIED; THENCE NORTH 00°46'09" EAST (NORTH 0D 21' EAST BY RECORD) A DISTANCE OF 11.00 FEET, ALONG THE GRANTOR'S WESTERLY PROPERTY LINE, TO THE POINT OF BEGINNING.

RECOGNIZING THAT ADDITIONAL RIGHT-OF-WAY WIDTH MAY EXIST BEYOND THE TRAVELED DIRT SURFACE, BUT ALSO THAT THE FULL WIDTH OF A DEDICATED PUBLIC HIGHWAY RIGHT-OF-WAY CAN ONLY BE DETERMINED BY THE COURT, AND THAT A MAXIMUM RIGHT-OF-WAY WIDTH THAT WOULD BE BINDING UPON ALL UN-AGREEABLE PARTIES WOULD NEED TO COME FROM A JUDICIAL DECREE, THE WIDTH DESCRIBED HEREON IS A MINIMUM OF WHAT IS NECESSARY TO ACCOMMODATE A NEW ASPHALT SURFACE WHERE SAID SURFACE WOULD EXTEND BEYOND THE EXISTING TRAVELED DIRT SURFACE.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 1,815 SQUARE FEET OR 0.042 ACRE, MORE OR LESS, OF WHICH 1,054 SQUARE FEET ARE PRESENTLY IN THE EXISTING TRAVELED DIRT RIGHT-OF-WAY, BALANCE 761 SQUARE FEET.

EXHIBIT B



Legend



Centerline of Existing Dirt Road (2200 NORTH STREET)



Location of Deed (Reference: Exhibit A)



WEBER COUNTY

weber County

REAL ESTATE PURCHASE CONTRACT

Project Name: 2200 NORTH STREET
 Tax ID: 19-038-0004
 Parcel No. 3S
 County of Property: WEBER
 Property Address: 3261 W. 2200 N. PLAIN CITY, UT 84404
 Owner's Address: 3260 W. 1975 N. PLAIN CITY, UT 84404
 Owner / Grantor (s): The John D. and Sherilyn Clark Family Trust
 Grantee: Weber County

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, The John D. and Sherilyn Clark Family Trust ("Owner") agrees to sell to Weber County ("the County") the Subject Property described below for Transportation Purposes,¹ and the County and Owner agree as follows:

1. SUBJECT PROPERTY. The Subject Property referred to in this Contract is identified as parcel numbers 3S, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The County shall pay and Owner accepts \$2,290 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): N/A

3. SETTLEMENT AND CLOSING.

3.1 Settlement. "Settlement" shall mean that Owner and the County have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Owner or the County under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Owner for the sale of the Subject Property have been paid to Owner, and (c) the applicable closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.

3.3 Possession. Upon signing of this Contract by Owner and the Local Government Authority, Owner grants the County, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation of utilities or other work as required in furtherance of the above referenced project.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement.

1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio-fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, statutory relocations caused by the project, and other related transportation uses.

Grantor's Initials



weber County

REAL ESTATE PURCHASE CONTRACT

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 Tax ID: 19-038-0004
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 Grantee: Weber County

4.2 Fees/Costs.

(a) **Escrow Fees.** The County agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

(b) **Title Insurance.** If the County elects to purchase title insurance, it will pay the cost thereof.

5. TITLE TO PROPERTY. Owner represents and warrants that Owner has fee title to the Subject Property. Owner shall indemnify and hold the County harmless from all claims, demands and actions from lien holders, lessees or third parties claiming an interest in the Subject Property or the amount paid hereunder. Owner will convey marketable title to the Subject Property to the Grantee shown on Exhibit A at Closing by deed(s) in the form shown on Exhibit A, except for easements which Owner will convey in the form also shown on Exhibit A. The provisions of this Section 5 shall survive Closing.

6. OWNER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS. Owner represents and warrants that there are no claims and/or conditions known to Owner relating to environmental hazards, contamination or related problems affecting the Subject Property. Owner agrees to transfer the Subject Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.

7. CONDITION OF SUBJECT PROPERTY AND CHANGES DURING TRANSACTION. Owner agrees to deliver the Subject Property to the County in substantially the same general condition as it was on the date that Owner signed this Contract.


8. AUTHORITY OF SIGNER(S). If Owner is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind the Owner.

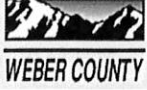
9. COMPLETE CONTRACT. This Contract, together with any attached addendum and exhibits, (collectively referred to as the "Contract"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The Contract cannot be changed except by written agreement of the parties.

10. ELECTRONIC TRANSMISSION AND COUNTERPARTS. This Contract may be executed in counterparts. Signatures on any of the documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

11. ADDITIONAL TERMS (IF APPLICABLE):

Grantee agrees to install an underground junction box connecting Grantor's existing irrigation ditch to the overflow ditch. Grantor's irrigation ditch will be protected in place.

DS

 Grantor's Initials




weber County

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 Grantee: Weber County

**SIGNATURE PAGE TO
 WEBER COUNTY
 REAL ESTATE PURCHASE CONTRACT**

Authorized Signature(s):

DocuSigned by:


7/20/2022

100% The John D. and Sherilyn Clark Family Trust- OWNER(s)

Date

WEBER COUNTY

Local Government Authority

Date



WEBER COUNTY

weber County

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Exhibit A (Attach conveyance documents)

^{DS}
SC

Grantor's Initials

EXHIBIT A

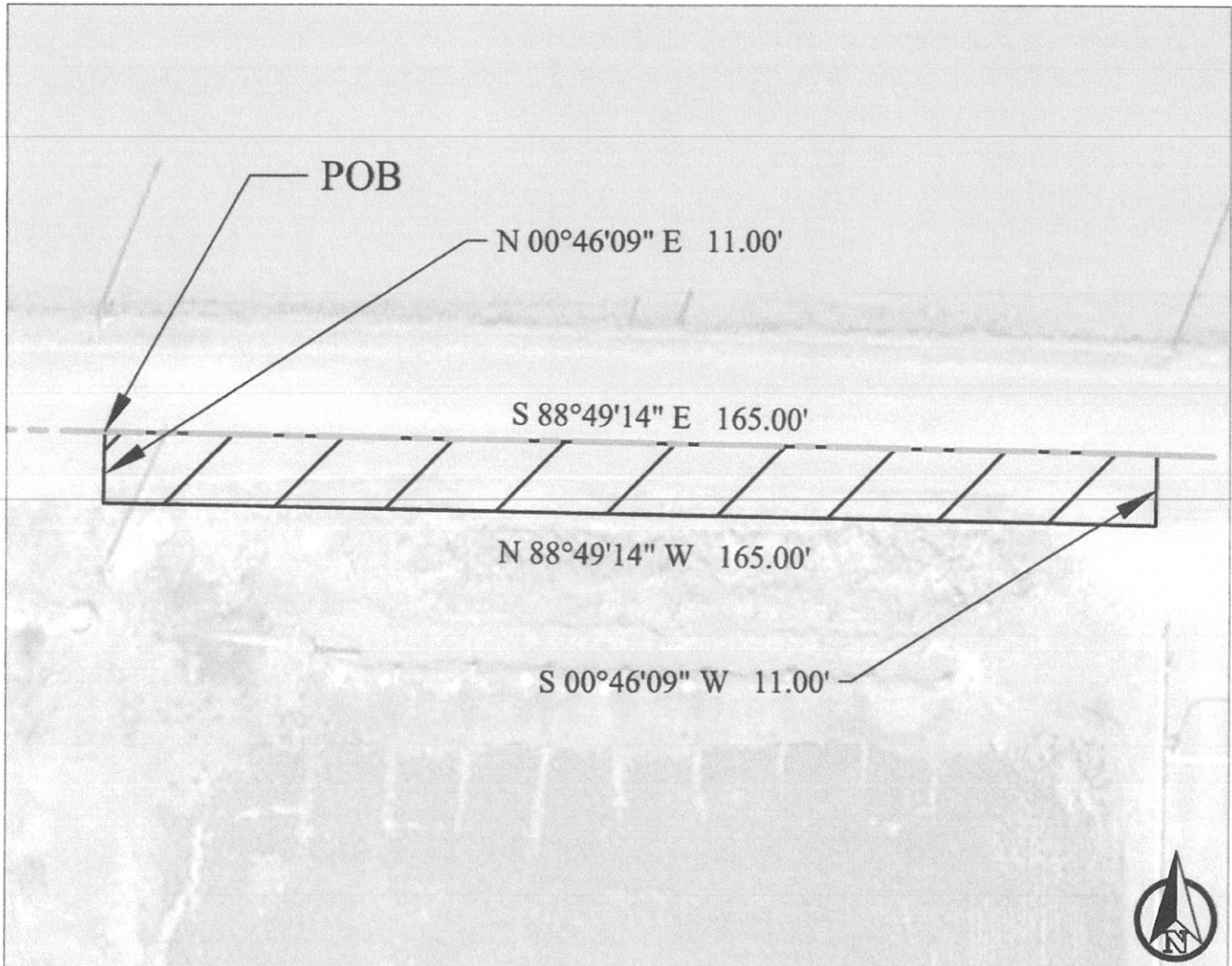
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EXHIBIT B



Legend

- Centerline of Existing Dirt Road (2200 NORTH STREET)
- Location of Deed (Reference: Exhibit A)



WEBER COUNTY

SETTLEMENT INVOICE
Fee Simple - Total Acquisition

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Owner's Address: 3260 W. 1975 N. PLAIN CITY, UT
84404 Owner / Grantor (s): The John D. and Sherilyn Clark
Family Trust
Grantee: Weber County

Contact Address: 3260 W. 1975 N. Plain City, UT 84404

| | | | |
|---------------------------|------------|---------------------------------------|------------|
| | | Total Acquisition Amount: | \$2,290.00 |
| Participating Amount: | \$2,290.00 | Less | |
| Non Participating Amount: | \$0.00 | Net Amount to be released at Closing: | \$2,290.00 |

* Security Deposit to be held as per contract pending inspection by Property Management.

Special Conditions:

FOR Weber County

Nadia Bakr

Nadia Bakr Consultant) / Right of Way Acquisition Agent

May 24, 2022

Date

County Commission

Date