E 2953149 B 6563 P 565-585 RICHARD T. MAUGHAN DAVIS COUNTY, UTAH RECORDER 07/21/2016 12:18 PM FEE \$56.00 Pms: 21

REIMBURSEMENT AGREEMENT DEP RIT REC'D FOR CLEARFIELD CITY FOR PROJECT IMPROVEMENTS CORPORATION

This Reimbursement Agreement for Project Improvements ("Agreement") is entered into effective as of the day of February, 2016, by and between IRONWOOD DEVELOPMENT GROUP, L.C., a Utah limited liability company ("Developer"), and CLEARFIELD CITY, a Utah municipal corporation and political subdivision of the State of Utah ("City"). As used herein, Developer and City may be referred to collectively as the "Parties".

RECITALS

WHEREAS, Developer and City have entered into that certain Development Agreement for the West Square Project dated <u>Floruary</u>, 2016 (the "Development Agreement"), regarding the development of that certain real property, comprising approximately eight and 82/100 (8.82) acres, in Clearfield, Davis County, Utah (the "Property"), as such Property is more particularly described in the Development Agreement; and

WHEREAS, pursuant to the Development Agreement, Developer has certain obligations with respect to, among other things, the construction of an extension of Depot Street; and,

WHEREAS, the Parties agree that the Depot Street extension is necessary for the development of the Property and will provide a benefit to the owners and developers of the Benefited Properties (as defined herein), and that a proportionate share of the cost of the Depot Street extension should be allocated to the owners and developers of the Benefited Properties; and

WHEREAS, Developer desires to be reimbursed for a portion of its costs associated with the construction of the Depot Street extension by the owners and developers of the Benefited Properties, none of whom are currently participating in the cost of such improvements; and

WHEREAS, pursuant to the Development Agreement, City and Developer agreed to enter into a reimbursement agreement directing and authorizing the City to collect from the owners and developers of the Benefited Properties a payment, to be collected in order to provide reimbursement for an equitable portion of construction expenses in connection with the Depot Street extension; and

WHEREAS, City and Developer desire to enter into this Agreement to set forth the terms and conditions by which Developer may be reimbursed for a portion of its costs associated with the construction of the Depot Street extension.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and

other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. <u>Incorporation of Recitals.</u> The foregoing Recitals are hereby incorporated into this Agreement and are made a part hereof.

2. Developer's Obligations.

- a. Developer shall, in accordance with the final plat for the West Square Project and subject to the terms and conditions of the Development Agreement, construct and install or cause to be constructed and installed the improvements comprising the Depot Street extension, as such improvements are generally described in the Depot Street Improvements Drawing dated Jan 05, 2016, attached hereto as Exhibit "A" and incorporated herein (all such improvements are collectively referred to herein as the "Improvements").
- b. Via the final plat for the West Square Project, Developer shall dedicate the Improvements to the City, and comply with all requirements of the City's subdivision ordinance regarding the construction, inspection, and warranty of the Improvements.
- c. Developer understands and agrees that the Improvements will not be reimbursable unless they are approved by the City in accordance with the Development Agreement.
- 3. <u>Cost Allocation and Collection from Owners and Developers of the Benefited Properties for Improvements.</u>
 - a. The Parties agree that the properties reasonably anticipated to benefit from the construction and installation of the Improvements are limited to those properties identified in the attached Exhibit "B" (the "Benefited Properties"), and cost allocation and collection shall be limited to only those properties, their owners and developers.
 - b. The City shall allocate to each of the owners and developers of the Benefited Properties, for reimbursement to Developer, a percentage of Developer's Maximum Reimbursement Amount (as defined below), determined by dividing the number of acres of such owner's or developer's property included within the Benefited Properties by the total number of acres comprising the Benefited Properties. The percentage allocations to the owners and developers of the Benefited Properties are set forth in Exhibit "B". The total costs to be allocated to the owners and developers of the Benefited Properties shall be the Developer's Maximum Reimbursement Amount (defined below).
 - c. To the extent allowed by law, the City shall require the owners and developers of the Benefited Properties that seek City approval to develop, subdivide or build, to pay to the City their appropriate share of allocated costs pursuant to this Agreement, prior to granting any development, subdivision, site plan or other similar approval and prior to the City issuing any building permit associated with such approval, with respect to the Benefited Properties. To this end, the City shall ensure that this Agreement is recorded with the

Davis County Recorder, as is necessary, to notify the Benefited Properties of said Agreement.

4. Reimbursement Payments.

- a. Within thirty (30) days after collection of any allocated costs from the owners and developers of the Benefited Properties as set forth herein, the City shall pay such collected amounts (subject to the provisions set forth in Section 5 below) as a reimbursement payment to Developer, until the Developer's Maximum Reimbursement Amount has been paid in full. Notwithstanding anything in this Agreement to the contrary, the City shall have no obligation to make any reimbursement payment to Developer until such funds are actually received by City. The parties acknowledge, understand and agree that the City is not directly responsible or liable for any reimbursement payment to Developer, other than to account for sums received as set forth in this Agreement.
- b. No reimbursement shall be due to Developer until:
 - i) The applicable Improvements have been fully installed, inspected, and approved by the City, and the Improvements have been dedicated to the City by lawful conveyance through plat; and
 - ii) Developer has submitted the documentation required by this Agreement evidencing Developer's Actual Costs of the Improvements.
- c. Developer agrees to accept those funds collected by the City pursuant to this Agreement as full and final payment under this Agreement after the City has made reasonable, good faith efforts to collect such funds as set forth in this Agreement. Further, Developer agrees to hold the City harmless for any allocated costs which are not collected, provided the City has made reasonable, good faith efforts (as determined by the City) to collect such allocated costs as set forth in this Agreement.

5. Reimbursement Amount.

- a. Maximum Reimbursement.
 - i) The "Developer's Maximum Reimbursement Amount" for the Improvements shall be that amount which is equal to sixty-five percent (65%) of Developer's Actual Costs for street and water Improvements (not including sewer, storm water or land acquisition costs).
 - ii) "Developer's Actual Costs" means all costs actually incurred or expended by Developer to construct or install the street and water Improvements, including but not limited to the cost of materials, as well as costs and fees for general contractors, engineers, surveyors, construction management and inspection, and other similar or related costs.

- iii) "Developer's Responsibility" means that amount which is equal to thirty-five (35%) of Developer's Actual Costs.
- iv) Developer shall provide to the City documentation, reasonably acceptable to the City, demonstrating Developer's Actual Costs. Documentation may include: receipts, checks, vouchers, bills, statements, bid documents, change orders, payment documents, and any other similar information.
- b. Interest. No interest shall be included in the amount of the reimbursement, and no interest shall be paid to Developer by the City or any other person on any amounts due under this Agreement.
- 6. Ownership of Improvements. The City shall own the Improvements, including lands and rights-of-way dedicated to the City. Ownership shall be with the City upon: (i) completion of construction of the Improvements by Developer; (ii) completion of applicable warranty periods; and (iii) satisfactory inspection, approval and written acceptance by the City. The City will assume responsibility for all maintenance, repair and replacement of the Improvements once they are completed by Developer and initially accepted by the City, following a satisfactory intermediate inspection and subject to any applicable warranty periods. Routine maintenance by the City shall commence following the City's satisfactory "intermediate inspection" as set forth in Title 12, Chapter 9 of the Clearfield City Code.
- 7. Term of Agreement. This Agreement shall terminate at such time as the total reimbursement paid to Developer reaches the Developer's Maximum Reimbursement Amount set forth herein, or thirty (30) years after the City's final (if there are more than one) written acceptance of the Improvements, whichever occurs first. The Developer specifically agrees to accept the funds in fact collected by the City during the term of this Agreement as full and final payment under this Agreement and to hold the City harmless for any of the allocated costs which aren't collected, provided reasonable, good faith efforts (as determined by the City) to do so have been made by the City pursuant to this Agreement.
- 8. <u>Effect of Agreement.</u> Nothing in this Agreement shall be construed to relieve Developer of any obligations imposed on Developer by Federal, State or local laws, ordinances, regulations, or standards.
- 9. <u>Assignment</u>. Neither party may assign this Agreement, nor any of its provisions, terms or conditions to any other party, individual or entity without assigning the rights as well as the responsibilities and without the prior written consent of the other party to this Agreement.
- 10. No Third-Party Rights. This Agreement does not confer any rights or benefits to third parties.
- 11. Entire Agreement. This Agreement contains the entire agreement and understanding of the Parties with respect to reimbursement to Developer for the Improvements and supersedes all prior written or oral agreements, representations, promises, inducements, or

understandings between the Parties with regard to such reimbursements.

- 12. <u>Binding Effect</u>. This Agreement shall be binding upon the Parties hereto and their respective officers, managers, employees, representatives, agents, members, successors, and assigns.
- 13. <u>Validity and Severability</u>. If any section, clause, or portion of this Agreement is declared invalid by a court of competent jurisdiction for any reason, the remainder shall not be affected thereby and shall remain in full force and effect.
- 14. <u>Amendment</u>. This Agreement may be amended only in a writing signed by the Parties hereto.
- 15. <u>Controlling Law, Jurisdiction and Venue</u>. This Agreement shall be governed by the laws of the State of Utah. Venue shall be in Davis County, Utah.

16. Representations.

- (a) City represents and warrants to Developer that (i) City has power and authority to enter into and be bound by this Agreement; (ii) the individual(s) executing this Agreement on behalf of City are duly authorized and empowered to bind the City; and (iii) this Agreement is valid, binding and enforceable against the City in accordance with its terms.
- (b) Developer represents and warrants to City that (i) Developer is duly formed and validly existing under the laws of Utah and is qualified to do business in the State of Utah; (ii) the individuals executing this Agreement on behalf of Developer are duly authorized and empowered to bind Developer; and (iii) this Agreement is valid, binding and enforceable against Developer in accordance with its terms.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first hereinabove written.

Attest:

AUR DESCIALS

Clearfield City

Corporation

a municipal corporation

By: Mark R. Shepherd,

Approved as to Form:

City Attorney

IRONWOOD DEVELOPMENT GROUP, L.C. a Utah limited liability company
By:
By: Jeff Jackson, Manager
ACKNOWLEDGMENT
STATE OF UTAH)
COUNTY OF
The foregoing instrument was acknowledged before me this May of Library, 2016, by Jeff Jackson, the Manager of IRONWOOD DEVELOPMENT GROUP, L.C., a Utah limited liability company. Clipbeth and Bradshaw Notary Public Pelizabeth and Bradshaw Commission #681655 My Commission #681655 My Commission Expires February 19, 2019 STATE OF UTAH
ACKNOWLEDGMENT
STATE OF UTAH) :ss. COUNTY OF
The foregoing instrument was acknowledged before me this Hayor of LEARFIELD CITY, a Utah municipal corporation.
Elizabeth Cun Biadshare NOTARY PUBLIC
NOTARY PUBLIC ELIZABETH ANN BRADSHAW Commission #881655 My Commission Expires February 19, 2019 STATE OF UTAH 6



OWNER/DEVELOPER IRONWOOD DEVELOPMENT GROUP LC

ALLIANCE CONSULTING ENGINEERS, INC. 150 EAST 200 NORTH SUITE P LOGAN, UTAH 84321 435-755-5121

CIVIL ENGINEER

DETAILS	7
DRAINAGE PLAN	ნ
HYDROLOGY MAP	ຫ
DEPOT ROAD PLAN	4
SEWER EXTENSION	u
EXIST-DEMO PLAN	2
INDEX SHEET	_
SHEET DESCRIPTION	SHEET NO.
SHEET INDEX	

CHEFUL NOTES (HERCHAEL TO ALL CHA. SHCTS).

1. ALL CONSTRUCTION AND ANTIGORAL SHALL BE A ACCORDANCE WITH THE PRACTICE SPECIFICATION, APPAR. CAUPRED OUT SHALL BE SHALL BE THE OWNERS SOUTH WALLY SINCE SOUTH BUT SHALL BE CHARBOLL BY THE CHARBOLL ACROSS. 13. CONTRACTOR IS RESPONSIBLE FOR PROVIDING WATER NECESSARY FOR DUST ABATEMENT, COMPACTION, ETC. 12. COMPRACION 5. ROCHIELD 10 HAVE A STI OF APPROPED PLACE ON THE SIE AT ALL THEES. ANY PORK COMPRED WITHOUT A STI PRESENT IS DONE SO AT THE CONTRACTIONS REA AND EXPENSE IF ERRORS OCCUR. 15. HE CONTRACTOR IS REQUERED TO TAKE ALL PRECAUTIONS MEERSAMY TO INSURE THAT HAS SHOW METER/SEDMENT MOJOR CONSTRUCTION DEBMS ARE RELEASED FROM THAT SITE, ANY RELEASES SHALL BE CLEMED MAD MITICATED AT THE COMPACTOR'S EXPENSE. OCCUR DURING DR ATER CONTRACTOR SHALL THAN EPROCAUDIST TO MINISTRA OCCUR DURING DR ATER CONSTRUCTION AS DRECTED ON APPROXID BY ENGHER. 11. HAUST BLOCKS SWALL BE PLACED ON WATERLINES AT ALL DRECTION CHANGES. FIREACS, BRIDS, ELBOWS, FIRE HYDRAMIS AND CATES VALVES AS SHOWN IN THE "MOLECT PLANS." 9, DMEDSIONS SHOWN ARE TO THE CENTER OF THE PAPEUNE UNITES OTHERWISE WOTED. 5. CONTRACTOR SHALL PROVIDE SMOOTH TRANSITION FROM ALL NEW CONSTRUCTION TO EXISTING CONDITIONS. 4. CONTRACTOR SWALL MAINTAIN ALL ADJACENT PROPERTY (PUBLIC & PRIVATE) FROM ALL CONSTRUCTION DEBRIS. I HE CONTECTOR SMALL HISTALL AND MANTHAN ALL EROSON CONTROL MEASURES AS DETAILED IN THE PRODUCET PRANS UNTIL A NOTICE OF TERMANION IS APPROVED IN AND ASSACD OF THE STATE FOR THIS PRODUCT. I. COMPACTOR SHALL PELD YERDY ALL CHARSONS BETORE CONSTRUCTION MY INCREPANCIES BETOREM CONSTRUCTION DOCUMENTS AND TILLD CONSTRUCTS SHALL HAEDATELY BE BROADER TO THE ATTENTION OF THE OWNER A CONTROLIDA SAML CODERMANT AL CONSTRUCTON ACCESS AND RELATO EMAPLE OMEROL MET HE COMENT, CET. AND SAME ROMENT DEPARTMENTS. THE ENGMETS FALL REVIEW ALL TRAFFIC COMERS! PLANS. 5 THE CONTRACTOR SHALL COORDINATE ALL LINE TAPS AND ART OTHER WORK OR INIPULATION OF THE WATER SYSTEM WITH THE CITY. . CONTRACTOR TO LOCATE ALL EXISTING UTLATES, INCLIDING FIRER DIFFIC, NAY MAKES TO EXISTING UTLATES WILL BE REPAIRED AT CONTRACTORS EXPENSE. . Contractor shall promot all necessary automobile and pedestrian traffic Ontrol Devices reguired by Local, state, and federal cooks and ordinances . CONTRACTOR SHALL REPAIR AND/OR REPLACE ANY AREAS AND/OR MATERIALS AMAGED DURING CONSTRUCTION. CONTRUCTOR SHALL REPLACE SURVEY MONUMENTS DAMAGED DURING CONSTRUCTION IRVEY MONUMENTS TO BE REPLACED BY A REGISTERED, LICENSED LAND SURVEYOR. ANY MORK DONE WITHIN A PUBLIC RIGHT-OF-WAY SHALL BE COORDIWATED WITH
I APPROPRIATE TRANSPORTATION ACENTY AND SHALL MEET THE REQUIREMENTS OF
THE ACENT AND THE REQUIREMENTS OF ANY RIGHT-OF-WAY OR SPECIAL USE.

MITS THE CONTRACTOR SHALL BE RESPONSBLE FOR SECURING SOURCES FOR GRANILAR TERMES, WATER, WORD STIES, AND ANY DIHER MATERIALS SOURCES AS REQUIRED & PROJECT COMPLETION. ddslawcis sydaw adaws pretures are morzonia, dstakes and mot actua. Lewing, More pret way be required to complete construction than is assoned in The Plans.

WEST SOUARE
HORTHMEST QUARTER OF SECTION 17.
HORTH, RANGE 2 WEST, SALT LAKE
BASELINE AND MERIDIAN
GLEAFELD CITY,
DAYS COMPT, UTIAN INDEX SHEET

27. CONTRACTOR TO WARK THE END OF ALL CULINARY LATERALS WITH A 2X4 PAINTEE SLIE. 25, THE CONTRACTOR SHALL SCHEDULE WITH CLEARFELD CITY FOR SEWER AND WATER DIRECT INSPECTIONS PRIOR TO BACKPILLING

16, ALL WATER SYSTEM COMPONENTS SHALL BE INSTALLED. PRESSURE TESTED. CHLORINATED AND APPROVED PRIOR TO COMPLETING ANY ROADWAY CONSTRUCTION

23. COMINACIA SHAL PROME AL MECESARY FITHES, AMBINAE, LABOR ETC. 10 CONSTRUCT VOITELA AND AVAILAGHAL BEAST AND PRE SA MESSO TO ACT THE RECURED GRADES, ALGURENTS AND COVER RECUREILIANS, 22. ALL CATE VALVES SHALL BE LOCATED PER CLEARFIELD CITY STANDARDS AND SPECIFICATIONS.

*, ALL AM RILLOSS VALVES SMALL BE METALLED AT THE CRESS OF THE VERTICAL LIMMAINTEE OF THE MATER LINE COMPACTOR SMALL RECOMO ACTUM, LOCATION OF MAYES ON FIELD RECORD DRAWNICS

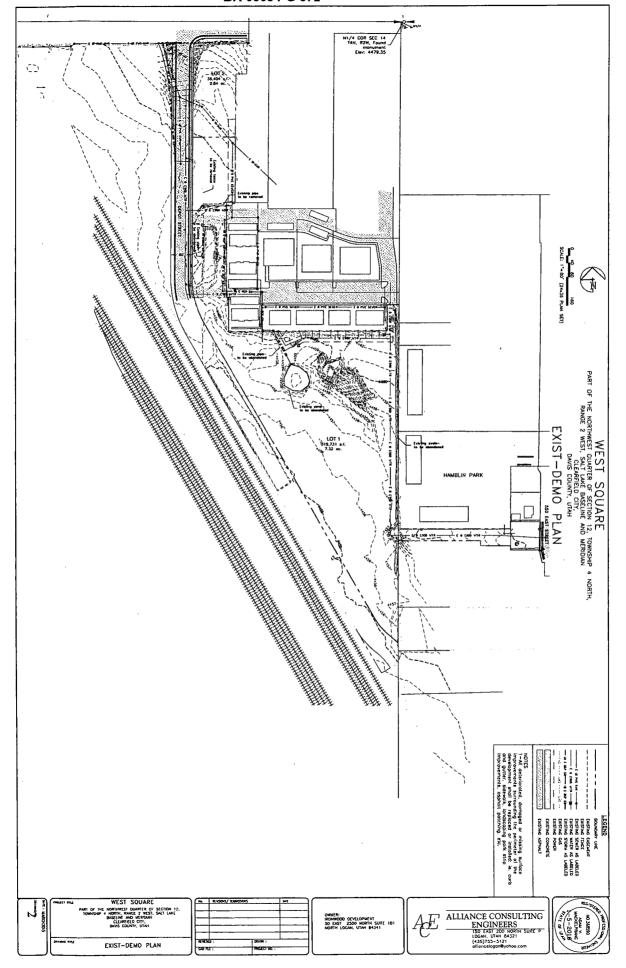
(Ho	# V9045 / 9JB	M22042 P-4
_		
\vdash	 	
\vdash	-	
-	-	
HALAD:		DEAPS :
C45 PLE :		PROJECT NO. :

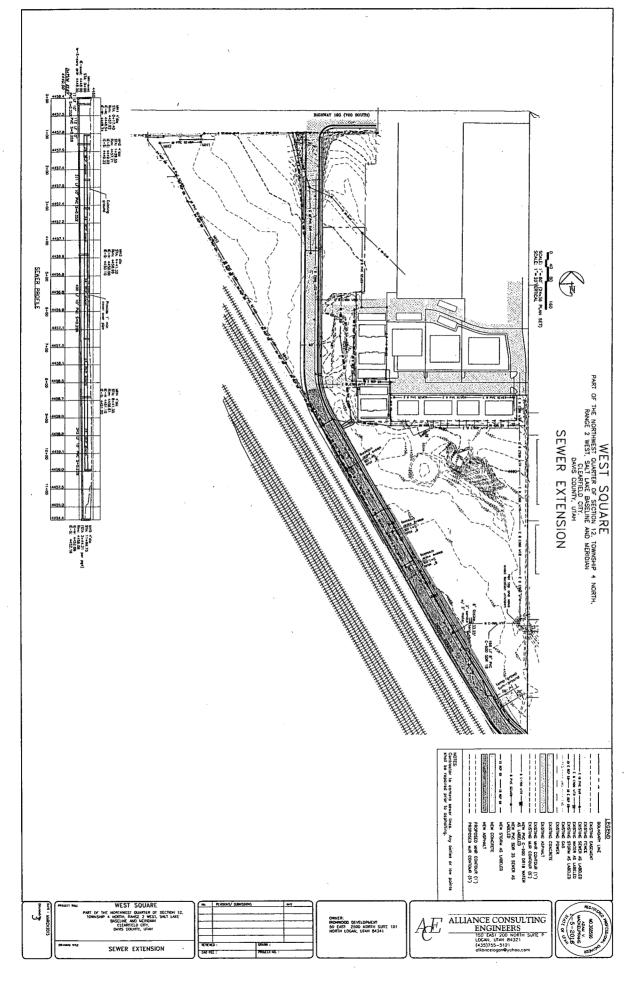


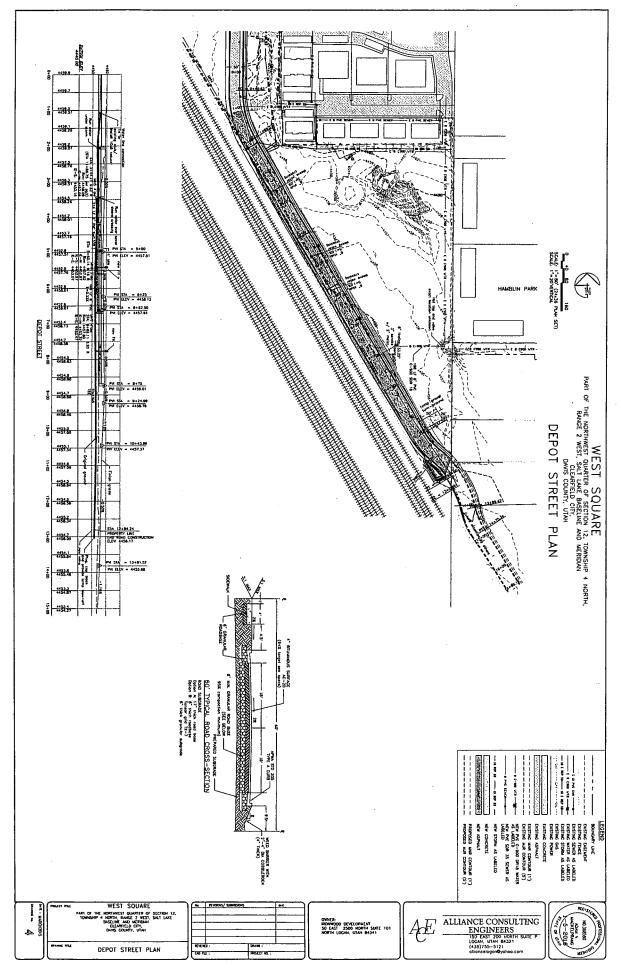


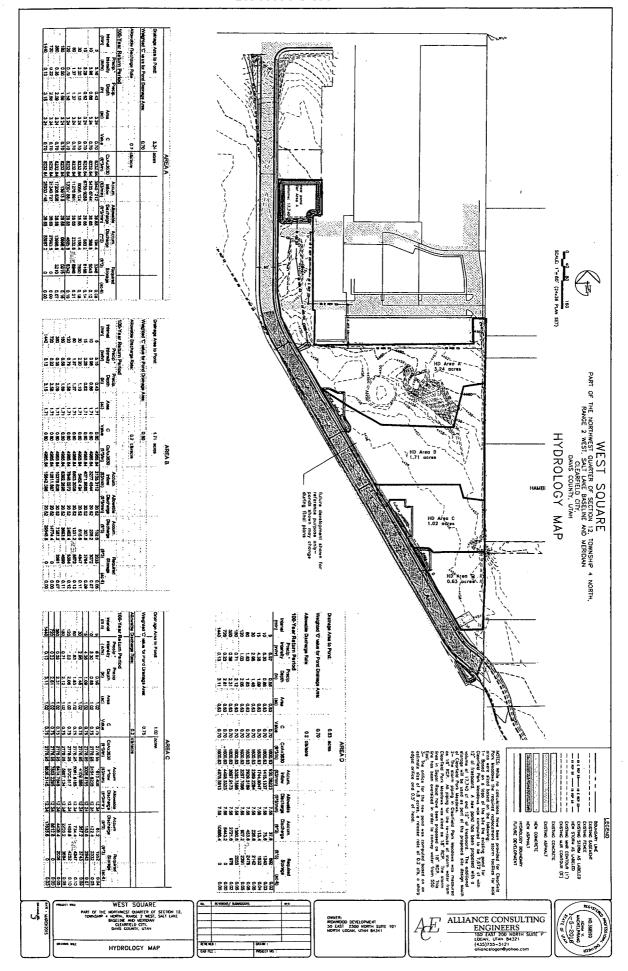
WEST SQUARE PART OF THE NORTHMEST OWARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST, SAIT JAKE BASELINE AND MERIDIAN DAVIS COUNTY, UTAH

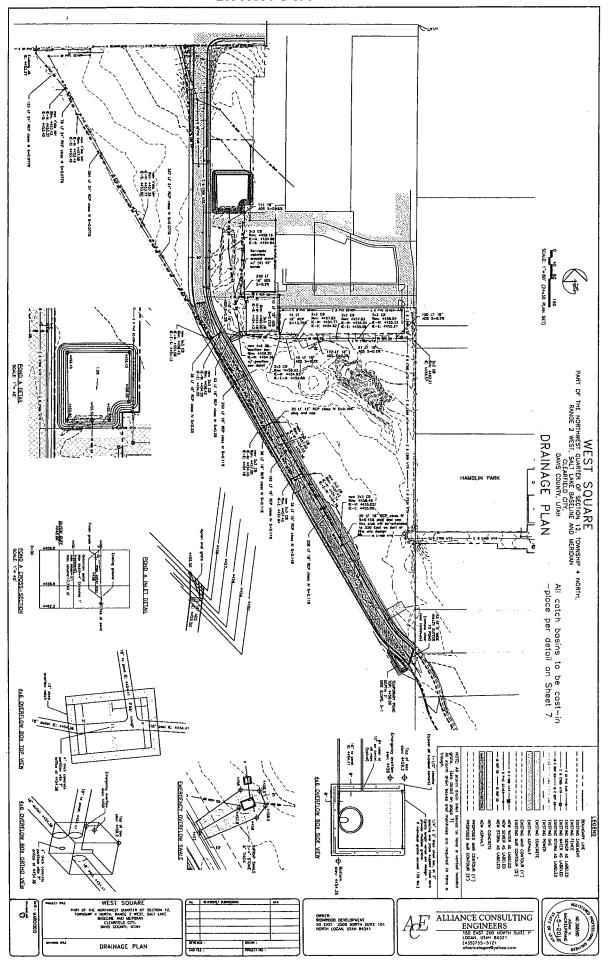
INDEX SHEET











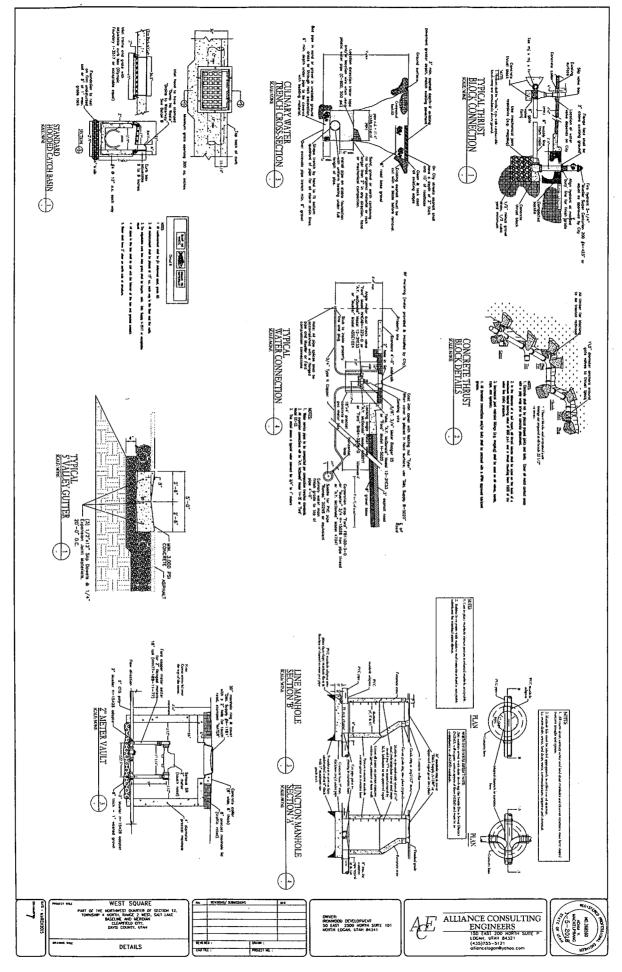


EXHIBIT "B"

List of Benefited Properties

Benefited Properties	Acres	Percentage of Developer's Maximum Reimbursement Amount
12-066-0137	68.19	89.43%
12-067-0139	1.81	2.37%
12-067-0137	0.84	1.10%
12-067-0140	1.70	2.23%
12-067-0058	1.10	1.44%
12-067-0059	1.09	1.43%
12-067-0154	1.52	1.99%

Davis County Utah - Legal Description Serial Number: 12-066-0137

Mailing Address C/O PROPERTY MGMT PO BOX 30810

SALT LAKE CITY, UT 841300810

Acres

Deleted Date

67.97000

Owner Names

Utah Transit Authority

A PARCEL OF LAND SIT IN THE W 1/2 OF SEC 12-T4N-R2W, SLM, DESC AS FOLLOWS: BEG AT A PT WH IS S 89^53'56" E ALG THE CENTER SEC LINE 437.58 FT FR THE CENTER OF SEC 12-T4N-R2W, SLM; (BASIS OF BEARING BEING N 00^06'06" E 5272.14 FT BETWEEN THE SE COR & THE NE COR OF SD SEC 12); & RUN TH N 00^06 04" E 525.00 FT; TH S 89^53'56" E 1078.90 FT, M/L, TO THE W LINE OF PPTY CONV IN QC DEED RECORDED 04/10/2015 AS E# 2859386 BK 6243 PG 16; TH ALG SD LINE S 0^06'58" W 232.89 FT; TH S 89^53'56" E 462.87 FT TO THE W'LY LINE OF PPTY CONV IN QC DEED RECORDED 03/16/2015 AS E# 2854262 BK 6224 PG 921; TH ALG SD LINE THE FOLLOWING THREE COURSES: S 36^55'38" E 304.56 FT & S 36^22'03" E 102.32 FT & S 36^55'38" E 614.60 FT TO THE W'LY LINE OF QC DEED RECORDED 08/23/1989 AS E# 867262 BK 1309 PG 228; TH ALG SD LINE S 18^16'31" E 39.29 FT TO THE MOST S'LY PT OF SD PPTY; TH S 00^06'05" W ALG SD W LINE OF 1000 EAST STR 776.50 FT; TH N 89^53'18" W 1293.01 FT; TH S 00^09'41" W 166.57 FT TO THE E'LY LINE OF THE UPRR R/W (SD E'LY LINE OF SD RR BEING 100.00 FT PERP'LY DISTANT FR & PARALLEL WITH THE CENTERLINE OF TWO MAIN TRACKS); TH N 29^56'34" W ALG SD E'LY LINE 1715.22 FT; TH S 89^53'56" W 26.73 FT TO THE POB. CONT. 67.97 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

Davis County Utah - Legal Description

Serial Number: 12-067-0139

Mailing Address C/O PROPERTY MGMT PO BOX 30810

SALT LAKE CITY, UT 841300810

Acres

Deleted Date

1.81400

Owner Names

Utah Transit Authority

SIT IN THE NE 1/4 OF SEC 12-T4N-R2W, SLM; BEG AT A PT ON THE E'LY R/W LINE OF THE OSL RR & THE NW COR OF SD PARCEL, SD PT BEING S 00^14′51" W 1939.44 FT ALG THE SEC LINE TO A PT ON SD E'LY R/W LINE & S 29^52′27" E 137.21 FT ALG SD E'LY R/W LINE FR THE N 1/4 COR OF SD SEC 12; TH S 29^52′27" E 672.38 FT ALG SD E'LY R/W LINE TO A PT ON THE S LINE OF THE NE 1/4 OF SD SEC 12; TH S 89^54′52" E 31.99 FT ALG SD S LINE; TH N 00^15′01" E 465.96 FT TO THE NE COR OF SD PARCEL; TH S 86^57′28" W 240.04 FT; TH N 44^51′35" W 183.22 FT TO THE POB. CONT 1.814 ACRES

Davis County Utah - Legal Description

Serial Number: 12-067-0137

Mailing Address 1080 SOUTH 550 EAST

CLEARFIELD, UT 8401500000

Acres	Deleted Date
0.83600	
Owner Names	Situs Address

Vasquez, Anthony P

1080 S 550 East Clearfield 84015-

BEG AT A PT WH IS N 0^09'18" E 465.64 FT ALG THE SEC LINE & S 89^52' E 437.58 FT FR THE SW COR OF NE 1/4 OF SEC 12-T4N-R2W, SLM & RUN TH N 0^09'18" E 115.65 FT; TH N 89^46'17" W 341.51 FT, M/L, TO E'LY LINE OF PPTY DEEDED TO UTAH TRANSIT AUTHORITY JUNE 10,2005 AS ENTRY 2080023 BK 3806 PG 634; TH CONT ALG SD E'LY LINE S 32^33'19" E 101.71 FT; TH S 44^51'35" E 62.04 FT, M/L, TO THE N LINE OF ADJACENT PARCEL TO A PT S 86^42'27" W OF THE POB; TH N 86^42'27" E 240.00 FT, M/L, TO POB. LESS & EXCEPT BK 1204 PG 169 & BK 1204 PG 172. CONT 0.836 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

Davis County Utah - Legal Description

Serial Number: 12-067-0140

Mailing Address 86 WEST 700 NORTH

BOUNTFUL, UT 840100000

Acres
Deleted Date

1.69700

Owner Names

Stephenson, Bruce B

A PART OF THE NE 1/4 OF SEC 12-T4N-R2W, SLM: BEG AT A PT WH IS N 0^09'18" E 718.61 FT FR THE CENTER OF SD SEC 12; RUN TH N 0^09'18" E 41.70 FT; TH S 89^52' E 437.58 FT; TH S 0^09'18" W 185.02 FT; TH N 89^52' W 333.92 FT TO THE UPRR R/W FENCE; TH N 32^33'19" W 183.77 FT ALG SD R/W FENCE TO THE POB. CONT. 1.6970 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

Park, Debra

Davis County Utah - Legal Description

Serial Number: 12-067-0058

Mailing Address 1026 SOUTH 550 EAST

CLEARFIELD, UT 8401500000

Deleted Date Acres 1.10000 **Situs Address Owner Names** 1026 S 550 East Clearfield 84015-

BEG AT A PT 877.80 FT N FR SW COR OF NE 1/4 SEC 12-T4N-R2W, SLM; TH N 117.48 FT; TH E 410.6 FT; TH S 117.48 FT; TH W 410.6 FT TO POB. CONT. 1.10 ACRES

Davis County Utah - Legal Description Serial Number: 12-067-0059

Mailing Address 1040 SOUTH 550 EAST

CLEARFIELD, UT 8401500000

Deleted Date Acres 1.09000 **Situs Address Owner Names** 1040 S 550 East Clearfield 84015-Olson, Gerald L.

BEG AT PT 11.55 CHS N FROM SW CORNER OF NE1/4 SEC 12; T4N-R2W; SLM: TH N 115.5 FT; TH E 437.58 FT; TH S 115.5 FT; TH W 437.58 FT TO POB. CONT LESS PORTION DEEDED TO CLEARFIELD CITY CONT. 1.16 ACRES. LESS STR CONT. 0.07 ACRES. TOTAL CONT. 1.09 ACRES.

Davis County Utah - Legal Description

Serial Number: 12-067-0154

Mailing Address 1016 SOUTH 550 EAST

CLEARFIELD, UT 8401500000

Acres
Deleted Date

1.51800

Owner Names
Situs Address

Hamblin, Shirley S -- Tr

1016 S 550 East Clearfield 84015-

Hamblin, Lee O -- Tr Shirley S Hamblin Revocable Family Trust 07/22/2011

BEG AT A PT 15.08 CHAINS N FR SW COR OF NE 1/4 SEC 12-T4N-R2W, SLM; TH E 412.58 FT; TH N 51 FT; TH W 98 FT; TH N 69 FT; TH E 91.08 FT TO A PT ON THE WLY LINE OF 550 EAST STR AS DEDICATED 10/03/2014, E#2826953 BK 6116 PG 203, FILE# 804; TH ALG SD STR 3 COURSES AS FOLLOWS: N 13^23'29" W 27.77 FT TO A PT OF A 26.50 FT RAD CURVE TO THE RIGHT 6.78 FT (LC BEARS N 6^03'30" W 6.76 FT) & N 1^16'28" E 4.06 FT; TH W 84.16 FT; TH N 11.61 FT; TH W 82.5 FT; TH N 14.44 FT; TH W 232.08 FT; TH S 187.69 FT TO POB. CONT. 1.518 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)