



Return to:  
The Town of Elwood, Utah

**WATERLINE CONSTRUCTION REIMBURSEMENT  
(PIONEERING) AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by and between the **TOWN OF ELWOOD** (TOWN), and **Croney Properties LLC**  
(OWNER).

**RECITALS:**

- A. The TOWN is a duly organized municipality under the laws of the State of Utah, and is empowered to furnish culinary water service, among other things, to property owners within TOWN in the manner provided by law; and
- B. Owners heretofore completed a culinary water system extension along an existing TOWN road called Powerline Road to support the provision of utility services to the real property described on the attached **Exhibit "A"** ("Developed Area"), more particularly described as Box Elder County Parcel Number 05-203-0041, portions of which are a benefit to real property within the Town other than the "Developed Area", which consists of an 8" culinary water line and appurtenant works as illustrated on **Exhibit "B"** designated as "Extension Facilities"; and OWNER is entitled to reimbursement from developers and real property for either an approved subdivision of benefitted properties or connection to such facilities for the cost of such facilities in excess of OWNER's fair pro rata share therefore, which costs have been determined and set forth below; and
- C. At the time that the owner(s) of Box Elder County parcel number 05-088-0079 desires to connect to the installed water line referenced above for the purposes permitted by the Land Development Code, the OWNERS shall reserve the right to directly collect pro-rata charges from the said parcel owner at the rate of 50% of the total cost incurred by the OWNER, as a prerequisite prior to the TOWN authorizing connections being made to said water line and placed in beneficial use to said parcel owner; and such charges are the sole source of funds from which reimbursement to the OWNER can and will be made, as and when the same are collected; and
- D. OWNERS received benefits for one (1) lot or parcel and adding this parcel to the one (1) parcel listed above equals a total of two (2) total benefitting properties or parcels which results in the pro rata parcel rate of the total cost of the "Extension Facilities" divided by two (2), or 50% (1/2); and
- E. Should the owner(s) of said Box Elder County parcel number 05-088-0079 subdivide said parcel into two or more lots for separate sale and development, the full pro-rata

reimbursement, referenced above in "D.", to the OWNERS will occur and be due prior to the first service connection or branch connection to the "Extension Facilities" of any of the subdivided parcels or lots which originated from said parcel number 05-088-0079.

**NOW THEREFORE**, in consideration of the following terms and conditions, the TOWN and the OWNER agree as follows:

1. **Completion of Facilities.** The installation of the "Extension Facilities" described on Exhibit "B" have been completed by OWNER; and such facilities will be part of the TOWN water distribution system.
2. **Records/Costs.** OWNER has obtained accurate records of the actual cost of installing said "Extension Facilities"; and the Town Engineer has reviewed and approved the costs of such "Extension Facilities" as reasonable costs which are itemized on the attached **Exhibit "C"**; and upon recommendation by the Town Engineer, the TOWN accepts such costs as eligible and valid costs which are subject to reimbursement; and the TOWN agrees that OWNER may directly collect reimbursement in the manner and on the terms and conditions set forth in this agreement, an amount not to exceed 50% of the costs of said "Extension Facilities", which is **forty two thousand seven hundred eighty one and 25/100 dollars (\$42,781.25)**.
3. **Method of Reimbursement.**
  - A. **Benefited Properties.** The properties benefiting from the installation of the "Extension Facilities" as determined in the sole discretion of the TOWN, and which did not contribute to the original cost thereof are described on the attached **Exhibit "D"**.
  - B. **Charges.**
    1. **Amount.** Prior to allowing a benefited property to connect to the "Extension Facilities" with a service lateral or branch connection thereto, or prior to the benefited property being approved for a subdivision, the OWNER is authorized by the TOWN to directly collect the fair pro-rata share of the cost of installing such facilities as a charge from the benefited properties. The benefited property to which this provision shall apply are set forth in **Exhibit "D"**. The amount of such reimbursement charges to be collected prior to each connection is set forth in **Exhibit "C"**. Such reimbursement charges collected by the OWNER from the owner(s) of the benefited property, shall be in addition to all other applicable TOWN charges in effect at the time of seeking connection by the Benefitted Property to such "Extension Facilities", including without limitation, general facilities fees which are collectible by the TOWN.
    2. **Payment.** All reimbursement charges are to be collected directly by the OWNER, from the owner(s) of the benefited property (parcels) as set forth herein. As payment is made directly to the OWNER, the OWNER shall execute a receipt of such payment and deliver the receipt to the TOWN within ten (10) days after the receipt thereof as

evidence that the owner(s) of the benefitted property have duly reimbursed the OWNER a monetary payment equal to the specified pro-rata share specified herein. Authorization by the TOWN to allow connection of the benefitted property to the "Extension Facilities" is also dependent upon the TOWN's receipt of payment by the owner(s) of the benefitted property for all the other TOWN charges in effect at the time of seeking connection to such "Extension Facilities", including without limitation, general facilities fees.

4. Effective Date; and Contract Duration. This agreement shall remain in full force and effect for a period of ten (10) years, beginning from the date of execution of this agreement. All of OWNER's rights to reimbursement shall terminate upon expiration of said ten (10) year term, regardless of the status of reimbursement at the time.
5. Recording. This contract shall be recorded in the office of the County Recorder, Box Elder County, Utah, immediately upon execution by the TOWN and the OWNER.
6. General. This Agreement constitutes the entire agreement between the parties. All exhibits referred to herein are by this reference made a part of this Agreement as though set forth in full. This Agreement is binding upon the heirs, executors, administrators, successors and assigns, of each of the parties hereto.
7. Assignment. The OWNER shall not assign the whole or any part of this Agreement without prior written consent of the TOWN, and in the event of such assignment shall notify the TOWN of the name and address of the assignee.

DATED this 5 day of Aug, 2019.

TOWN OF ELWOOD

By: [Signature]

Its: MAYOR

STATE OF UTAH )  
 ) ss.  
 COUNTY OF BOX ELDER )

On the 5 day of Aug, 2019, before me, the undersigned Notary Public in and for said State, personally appeared Keenan Nelson, known or identified to me to be the person to execute the instrument for and in behalf of the Town of Mantua, and acknowledged to me that they were authorized to execute the instrument and that they executed the same.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]  
 Notary Public

My Commission Expires:

10-11-2022

57 E Main St Mantua UT 84337  
 Residing in:



DATED this 28 day of August, 2019.

**OWNER - Crony Properties LLC**

By: [Signature]  
Shawn Crony - Crony Properties LLC

Address: 5035 West Powerline Road  
Elwood, Utah 84337

Telephone: (435) 279-7881 Mobile, or, (435)257-1308 Office

STATE OF UTAH )  
 ) ss.  
COUNTY OF BOX ELDER )

On the 28 day of August, 2019, before me, the undersigned Notary Public in and for said State, personally appeared Shawn Crony, known or identified to me to be the person to execute the instrument, and acknowledged to me that they were authorized to execute the instrument and that they executed the same.

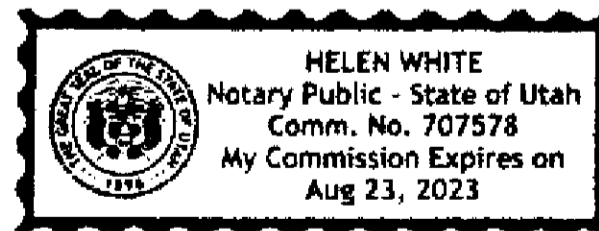
IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]  
Notary Public

My Commission Expires:

Aug 23, 2023

Tremonton  
Residing in:



**WATERLINE CONSTRUCTION REIMBURSEMENT  
(PIONEERING) AGREEMENT**

**EXHIBIT "A"**

Description of "Developed Area"

**OWNER: Crony Properties LLC**

**BOX ELDER COUNTY, UTAH PARCEL NO.: 05-203-0041**

**LEGAL DESCRIPTION PER TAX NOTICE:**

**Lot 2R, King Lion Subdivision - PART OF THE SW/4 OF SEC 24, T 11N, R 03W,  
SLBM. Containing 10.00 Acres**

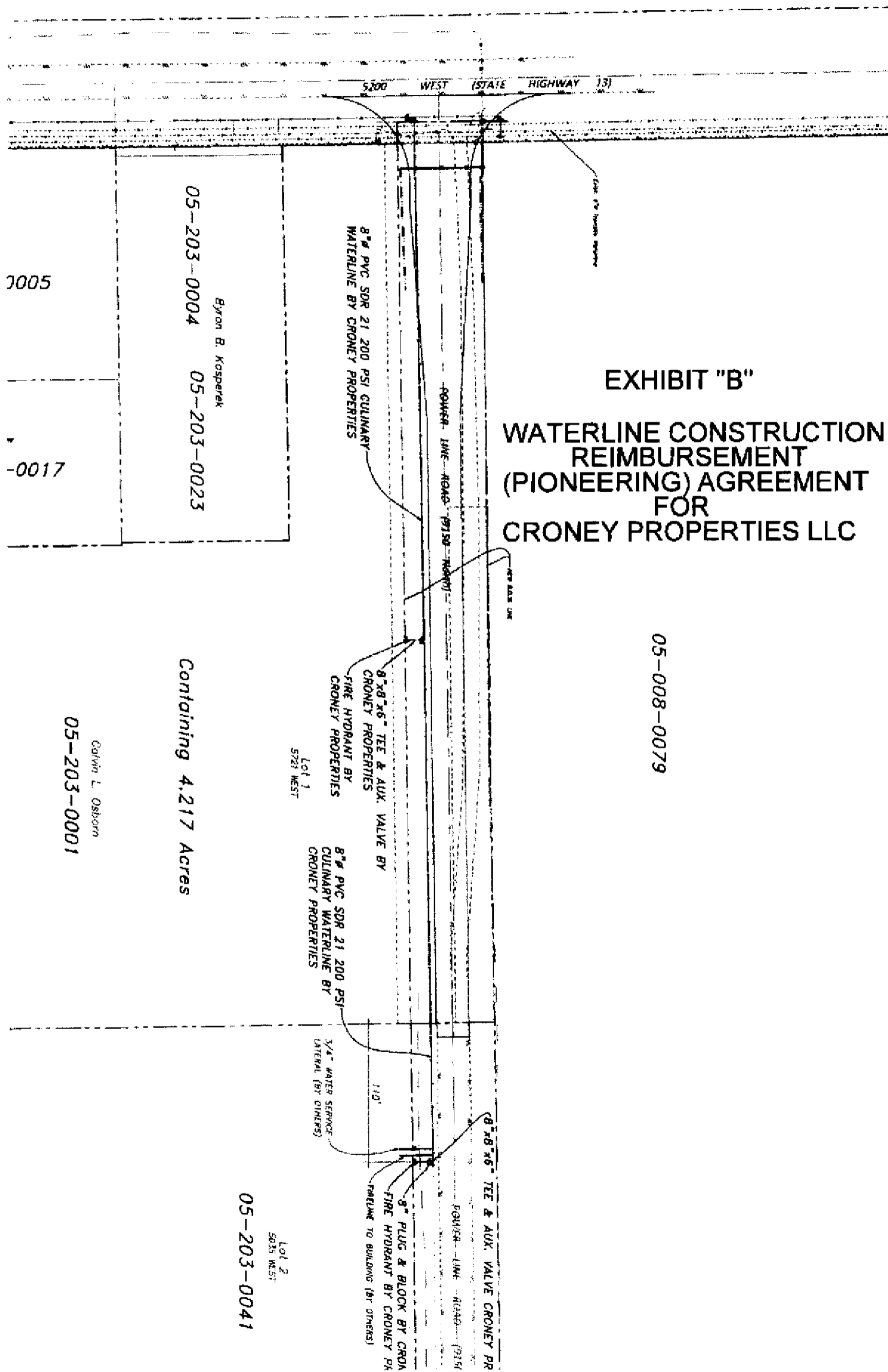


EXHIBIT "B"

WATERLINE CONSTRUCTION REIMBURSEMENT (PIONEERING) AGREEMENT FOR CRONEY PROPERTIES LLC

05-008-0079

Containing 4.217 Acres

05-203-0001  
Calvin L. Osborn

05-203-0004  
Byron B. Kasperik  
05-203-0023

0005  
-0017

05-203-0041  
Lot 2  
5035 WEST

Lot 1  
5721 WEST

8" PVC SDR 21 200 PSI CULINARY WATERLINE BY CRONEY PROPERTIES

8" 8" x 6" TEE & AUX. VALVE BY CRONEY PROPERTIES  
FIRE HYDRANT BY CRONEY PROPERTIES

8" PVC SDR 21 200 PSI CULINARY WATERLINE BY CRONEY PROPERTIES

3/4" WATER SERVICE LATERAL (BY OTHERS)

8" PLUG & BLOCK BY CRONEY PROPERTIES  
FIRE HYDRANT BY CRONEY PROPERTIES  
FIRELINE TO BUILDING (BY OTHERS)

POWER LINE ROAD (9154)

POWER LINE ROAD (9154)

8" 8" x 6" TEE & AUX. VALVE CRONEY PR

5200 WEST (STATE HIGHWAY 133)

**WATERLINE CONSTRUCTION REIMBURSEMENT  
(PIONEERING) AGREEMENT**

**EXHIBIT "C"**

Certified Costs Incurred By OWNER For Facilities Extension on Powerline Road in Elwood,  
Utah:

**Engineering, Surveying, and Inspection Costs** (Hansen and Associates) - invoices are marked for specific costs charged and paid for Facilities Extension:

Invoice No. 17935 (design) .....	\$ 32.50
Invoice No. 18286 (construction staking and inspection) .....	\$ 520.00
Invoice No. 18366 (inspection).....	\$ 488.75

**Construction Costs For Offsite Culinary Water System Improvements:**

Skinner Excavating Inc. (offset culinary water line and appurtenant works):

Invoice No. 1636	\$41,700.00
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**TOTAL FACILITIES EXTENSION COST TO OWNER (Croney Properties) \$42,741.25**

**Pro Rata cost per benefitted property or parcel:**

$$\$42,741.25 \div 2 = \$21,370.62 \text{ (50\%)}$$



# SKINNER EXCAVATING INC.

1096 W. 1500 S.  
Marriott-Slaterville, UT 84404

## Invoice

PROJECT	DATE	INVOICE #
Trailer Site - Elwood	9/8/2017	1636
TERMS	DUE DATE	
	9/8/2017	

<b>BILL TO</b>
Crony Properties

**PAID**  
12/20/2017

DESCRIPTION	Est Amt	Prior Qty	Prior %	QTY	RATE	Total %	AMOUNT
C&R Trailer Site - Elwood							
Sewer							
Site Water							
Fire Line							
<b>WATERLINE CONSTRUCTION COST</b>							
Offsite Water							
8" C900 PVC	18,040.00	0		820	22.00	100.00%	18,040.00
Tie to Existing Stub	2,500.00	0		1	2,500.00	100.00%	2,500.00
Hydrant	8,800.00	0		2	4,400.00	100.00%	8,800.00
Plug and Block	600.00	0		1	600.00	100.00%	600.00
Import	11,760.00	0		980	12.00	100.00%	11,760.00
Subtotal - Offsite Water	41,700.00					100.00%	41,700.00
Storm Drain							
15" RCP or ADS	19,500.00	0		780	25.00	100.00%	19,500.00
12" Culvert	6,440.00	0		280	23.00	100.00%	6,440.00
12" End Section	5,000.00	0		10	500.00	100.00%	5,000.00
Inlet Box	9,250.00	0		3	1,850.00	60.00%	5,550.00
Import	6,000.00	0		500	12.00	100.00%	6,000.00
Rock	8,800.00	0		550	16.00	100.00%	8,800.00
24" RCP Across 9150 N	2,800.00	0		80	35.00	100.00%	2,800.00
Subtotal - Storm Drain	57,790.00					93.60%	54,090.00
Dry Utility Trenching							
Sand and Import	3,600.00	0		300	12.00	100.00%	3,600.00
Subtotal - Dry Utility Trenching	16,200.00					22.22%	3,600.00
Erosion Control							
Install Inlet Protection	900.00	0		5	150.00	83.33%	750.00
Subtotal - Erosion Control	10,280.00					7.30%	750.00
Site Improvements							
ROW Entrance ABC 12" Pit Run	2,464.77	0		2,541	0.97	100.00%	2,464.77
ROW Entrance DR 12" Pit Run	2,464.77	0		2,541	0.97	100.00%	2,464.77
Subtotal - Site Improvements	1,256,384.75					0.39%	4,929.54
Building							
Import for Pad	38,400.00	0		3,200	12.00	100.00%	38,400.00
Subtotal - Building	103,256.00					57.19%	38,400.00
CHANGE ORDER #1	26,594.00	0		1	26,594.00	100.00%	26,594.00

Thank you - we really appreciate your business! Please send payment within 21 days of receiving this invoice.

<b>Total</b>	<b>\$170,063.54</b>
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Hansen & Associates, Inc.,  
 Consulting Engineers and Land Surveyors  
 538 North Main Street  
 Brigham City, UT 84302

# Invoice

DATE	INVOICE #
6/1/2017	17935

Celebrating 60 Years of Business 435-723-3491

BILL TO
C & R Trailer attn: Shawn Croney 1960 West Main Street Tremonton, UT 84337

PROJECT NAME
Grading drainage & site plan for new RV Trailer Site Elwood

YOUR JOB #	TERMS	DUE DATE	REP	PROJECT
	Due on receipt	6/1/2017	KGH	16-005-031/Grading ne...

Serviced	Item	Description	Qty	Rate	Amount
5/1/2017	Eng/Jim	C&R - Bid quantities, fire hydrants WATERLINE DESIGN COST	0.25	130.00	32.50

Most credit cards accepted with an additional 3% convenience fee added.  ***Note***If invoice has not been paid in full within 85 days of date of last date of service, a lien will be placed on the property, at an additional charge to the customer, until full payment has been made.	<b>Total</b> TOTAL WATERLINE CONSTRUCTION COST THIS INVOICE <b>\$32.50</b>
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Hansen & Associates, Inc.,  
 Consulting Engineers and Land Surveyors  
 538 North Main Street  
 Brigham City, UT 84302

# Invoice

Celebrating 60 Years of Business 435-723-3491

DATE	INVOICE #
8/2/2017	18286

BILL TO
C & R Trailer attn: Shawn Croney 1960 West Main Street Tremonton, UT 84337

PROJECT NAME
Grading drainage & site plan for new RV Trailer Site Elwood

YOUR JOB #	TERMS	DUE DATE	REP	PROJECT
	Due on receipt	8/2/2017	KGH	16-005-031/Grading ne...

Serviced	Item	Description	Qty	Rate	Amount
7/25/2017	Eng/Jim	C&R - Staking & SWPPP matters	0.5	134.00	67.00
7/25/2017	ST/RS	C&R RV - Gather plans, get with Jim about plans, bldg start stakeout dwg	2.5	80.00	200.00
7/26/2017	Eng/Jim	C&R - Plans & SWPPP matters	0.25	134.00	33.50
7/26/2017	Dr. B/Matt	C&R - SWPPP map & report review with Jim	5	60.00	300.00
7/26/2017	ST/RS	C&R RV - Tag gridlines, waterline	0.5	80.00	40.00
7/26/2017	2man/Roger	w/ JT - C&R RV - Bidg corners, BM, 5 control points, water line	3	135.00	405.00
7/27/2017	Dr. B/Matt	C&R - Review & submit SWPPP and dust control	4	60.00	240.00
7/29/2017	Eng/Jim	C&R - SWPPP matters	0.25	134.00	33.50
7/31/2017	Eng/DCW	C & R Trailer Site - Met with Steve Skinner at site for Cronics RV dealership. Reviewed waterline and road grading plans with him and coordinated waterline activities between Skinner and Grover Excavation.	1	115.00	115.00
7/26/2017	Each	Lath/ea.	30	0.51	15.30
7/26/2017	Hubs	Hubs/ea.	8	0.30	2.40
7/26/2017	Tacks	Tacks/ea.	8	0.30	2.40
7/26/2017	Guinnies/S...	Guinnies/Small Stakes	15	0.20	3.00
8/3/2017	Reimb Gro...	Storm Water Permit Croney Properties		150.00	150.00
		Total Reimbursable Expenses			150.00
		Markup		15.00%	22.50
		Total Reimbursable Expenses			172.50
TOTAL WATERLINE CONSTRUCTION COST THIS INVOICE					520.00

Most credit cards accepted with an additional 3% convenience fee added.  
 \*\*\*Note\*\*\*If invoice has not been paid in full within 85 days of date of last date of service, a lien will be placed on the property, at an additional charge to the customer, until full payment has been made.

**Total \$1,629.60**



Hansen & Associates, Inc.,  
 Consulting Engineers and Land Surveyors  
 538 North Main Street  
 Brigham City, UT 84302

# Invoice

Celebrating 60 Years of Business 435-723-3491

DATE	INVOICE #
9/5/2017	18366

BILL TO
C & R Trailer attn: Shawn Croney 1960 West Main Street Tremonton, UT 84337

PROJECT NAME
Grading drainage & site plan for new RV Trailer Site Elwood

YOUR JOB #	TERMS	DUE DATE	REP	PROJECT
	Due on receipt	9/5/2017	KGH	16-005-031/Grading ne...

Serviced	Item	Description	Qty	Rate	Amount
8/1/2017	Eng/DCW	C&R Trailer Site - Met with Steve Skinner at site for Cronies RV dealership. Reviewed waterline and road grading plans with him and coordinated waterline activities between Skinner and Grover Excavation.	1	115.00	115.00
<del>8/2/2017</del>	<del>Eng/DCW</del>	<del>C&amp;R Trailer Site - Met with pipeline crew as they started up to install 8-inch waterline to C&amp;R site along Powerline Road. Discussed irrigation pipe re-alignment crossing of Powerline Road and details how to cross over with a pipe siphon. Returned to office to fine tune the detail of the pipe siphon with design staff. Computed depth to top of waterline from flowline of existing ditch on south side needs to be 3 feet to pass a 24-inch siphon pipe over the waterline but under the roadside swale.</del>	<del>1.5</del>	<del>115.00</del>	<del>172.50</del>
8/2/2017	Eng/DCW	C&R Trailer Site - Met with pipeline crew as they started up to install 8-inch waterline to C&R site along Powerline Road. Discussed irrigation pipe re-alignment crossing of Powerline Road and details how to cross over with a pipe siphon. Returned to office to fine tune the detail of the pipe siphon with design staff. Computed depth to top of waterline from flowline of existing ditch on south side needs to be 3 feet to pass a 24-inch siphon pipe over the waterline but under the roadside swale.	1.5	115.00	172.50
<del>8/3/2017</del>	<del>Draft/Man</del>	<del>C&amp;R - Review &amp; print for Chris</del>	<del>0.25</del>	<del>60.00</del>	<del>15.00</del>
8/3/2017	Eng/DCW	C & R Trailer Site - Met with pipeline crew and presented proposed irrigation pipe crossing design of road. Field verified existing size of irrigation pipes to be 24" which is size of pipe to be used for road crossing. Discussed needing to keep track of high point of waterline when contractor starts dropping pipe down to cross beneath proposed irrigation pipe crossing point. Reviewed proposed crossing design with Jim Flint.	2	115.00	230.00
<del>8/3/2017</del>	<del>Eng/DCW</del>	<del>C&amp;R - NW irrigation crossing</del>	<del>0.5</del>	<del>134.00</del>	<del>67.00</del>
8/4/2017	Eng/DCW	C & R Trailer: Progress inspection of waterline installation along powerline road and along frontage of project site. Pipeline is about 3/4 complete. Passed through irrigation pipe crossing point and laying along side of existing pavement. Using a 2nd backhoe to roll and compact trench. Laying pipe with tape and wire per Elwood Town Public Works Standards. Should be done with waterline on Monday but can't test until Gorver is done with SR 13. waterline.	0.75	115.00	86.25
8/7/2017	Eng/DCW	C&R Trailer Site: Progress inspection of waterline installation along powerline road and along frontage of project site. Review need for 2" service line and water meter per Steve Wuerner from Elwood.	0.5	115.00	57.50
<del>8/7/2017</del>	<del>Crew/Roger</del>	<del>C&amp;R: On-site storm drain</del>	<del>1</del>	<del>100.00</del>	<del>100.00</del>
8/8/2017	Crew/Roger	C&R: SD at entryways	1	100.00	100.00
Most credit cards accepted with an additional 3% convenience fee added. ***Note***If invoice has not been paid in full within 85 days of date of last date of service, a lien will be placed on the property, at an additional charge to the customer, until full payment has been made.			<b>Total</b>		



Hansen & Associates, Inc.,  
 Consulting Engineers and Land Surveyors  
 538 North Main Street  
 Brigham City, UT 84302

# Invoice

DATE	INVOICE #
9/5/2017	18366

Celebrating 60 Years of Business 435-723-3491

BILL TO
C & R Trailer attn: Shawn Croney 1960 West Main Street Tremonton, UT 84337

PROJECT NAME
Grading drainage & site plan for new RV Trailer Site Elwood

YOUR JOB #	TERMS	DUE DATE	REP	PROJECT
	Due on receipt	9/5/2017	KGH	16-005-031/Grading ne...

Serviced	Item	Description	Qty	Rate	Amount
8/8/2017	Eng/DCW	C&R Trailer Site: Progress inspection of waterline installation along Powerline Road and along frontage of project site. Confirmed plan to install 2" waterline with Steve Woerner of Elwood using a 2" meter. Waterline mainline is complete but not tested until Grover finishes the SR 13 waterline. Service lines installed.	0.5	115.00	57.50
<del>8/9/2017</del>	<del>Eng/DCW</del>	<del>C&amp;R Trailer Site - Irrigation drainage proposal with James Skinner. Will need to work with owners and adjacent property owners to survey ditch alignment and elevations to determine box and siphon elevations.</del>	<del>0.5</del>	<del>115.00</del>	<del>57.50</del>
8/18/2017	Eng/Jim	C&R - On-site meeting - NW irrigation crossing	1	134.00	134.00
8/23/2017	Eng/DCW	C & R Auto - Research previous design documentation for 24" siphon for irrigation pipe crossing of Powerline Road. Retrieve and duplicate design data and provide to Jim for review.	1	115.00	115.00
8/24/2017	Eng/Jim	C&R: Irrigation calculations and design	2	134.00	268.00
8/24/2017	Eng/DCW	C & R Auto - Design of siphon and create detail plan with proposed improvements to provide for construction. Meet with Steve Skinner and Jim Flint to discuss details of design and construction of the siphon.	1.5	115.00	172.50
8/25/2017	2man/MA	w/DW - C & R Auto - CB's w/cuts	1	67.50	67.50
8/25/2017	2man/DW	w/MA - C & R Auto - CB's w/ cuts.	1	65.00	65.00
8/25/2017	Eng/DCW	CR RV site - Irrigation siphon installation. Observed work on siphon and coordinate final work with Skinner. Further work is identified on plan to create a sediment basin upstream of inlet pipe.	1	115.00	115.00
8/28/2017	Eng/DCW	C & R Auto and Trailer Sales - Inspect siphon concrete installation. Begin developing detail for headgate headwall and stilling basin ahead of siphon.	0.5	115.00	57.50
8/29/2017	Eng/Jim	C & R - North/east side landscaping; northerly irrigation	0.25	134.00	33.50
8/29/2017	Eng/DCW	C & R - Met with Skinner Construction staff regarding moving of existing diversion box and instruct them to construct a sediment stilling area upstream of siphon inlet with a rock dike in the south end of it to slow down water and allow sediment to drop out into a basin.	0.5	115.00	57.50
8/7/2017	Lath	Lath/ea.	17	0.51	8.67
8/7/2017	Guinnies/S..	Guinnies/Small Stakes	17	0.20	3.40
8/8/2017	Mag Nails	Magnetic Nails	10	0.35	3.50
8/8/2017	Paint Can	Can spray paint (marking)	1	3.19	3.19
8/25/2017	Rebar	Rebar/ea.	2	2.20	4.40
8/25/2017	Lath	Lath/ea.	2	0.51	1.02

Most credit cards accepted with an additional 3% convenience fee added.  
 \*\*\*Note\*\*\* If invoice has not been paid in full within 85 days of date of last date of service, a lien will be placed on the property, at an additional charge to the customer, until full payment has been made.

**Total \$2,484.93**

TOTAL WATERLINE CONSTRUCTION COSTS THIS INVOICE

\$ 488.75

**WATERLINE CONSTRUCTION REIMBURSEMENT  
(PIONEERING) AGREEMENT**

**EXHIBIT "D"**

Description of "Benefited Property"

**CURRENT OWNER(S): JLF Properties, LLC and CCT Holdings, LLC**

**BOX ELDER COUNTY, UTAH PARCEL NO.: 05-088-0079**

**LEGAL DESCRIPTION PER TAX NOTICE:**

ALL THAT PART OF THE FOLLOWING LYING WEST OF INTERSTATE I-15 NO ACCESS LINE: BEG AT A POINT 57 FT E & 125 RDS S OF NW CORNER OF SEC 24, T 11N, R 03W, SLM. THENCE EAST 2583 FT M/L TO C/L OF SEC 24; SOUTH 577.5 FT; WEST 2583 FT M/L TO E SIDE OF ST RD R/W, N ALONG E/L OF RD 577.5 FT TO POB. EXCEPTING INTERSTATE HWY & FRONTAGE RD.

LESS [05-088-0078] PART OF NW/4 OF SEC 24, T 11N, R 03W, SLM. DESC AS BEG AT A POINT 2062.6 FT S 00°51'36" E M/L ALONG SEC/L & 785.22 FT N 89°08'25" E M/L FROM NW CORNER OF SEC 24, N 89°08'25" E 204.2 FT TO SOUTHEASTERLY R/W/L ON I-15, S 49°54'40" E 626.14 FT ALONG SD R/W, S 40°48'01" E 233.79 FT CONT ALONG SD R/W TO S/L OF SD NW/4, S 89°08'25" W 170.56 FT ALONG SD S/L, N 47°34'44" W 746.87 FT, N 56°22'23" W 137.01 FT TO POB.