

**TITLE 7.
MUNICIPAL IMPROVEMENTS AND
PUBLIC SERVICE PROJECTS**

**CHAPTER 7-300. SPECIAL
IMPROVEMENT DISTRICT NO. 1**

**Part 7-310. Establishment of Special
Improvement Guaranty Fund.**

This Ordinance confirms the assessment rolls and levies an assessment against certain properties in Tremonton City, Utah Special Improvement District No. 1, for the purpose of paying the costs of construction of certain culinary water system improvements, including but not limited to extending the necessary water main line, installation of a booster pump station, and the completion of any miscellaneous work necessary to complete the improvements in a proper and workmanlike manner; authorizes the establishment of a Special Improvement Guaranty Fund; establishes the effective date of the Ordinance; and related matters.

**7-311. Description of Special Improvement
District No. 1.**

Commencing at the Northwest corner of Section 5, Township 11 North, Range 3 West, Salt Lake base and meridian, thence as follows: North 558.00 feet along the East line of Section 32, Township 12 North, Range 3 West; thence North 8941' East 2649.84 feet; thence South 591.00 feet along the quarter section line; thence North 8948'04" East 1600.00 feet along the South line of 10th North; thence South 200.00 feet along the existing corporate boundary; thence South 8948'04" West 450.00 feet along the existing corporate boundary; thence South 8939' West 1953.80 feet; thence South 278.50 feet; thence North 8939' West 507.00 feet along the South boundary of the Hiroko Isaki property; thence North 50 feet more or less to the South boundary of the Melvin A. Schneiter property; thence South 6950' West 394.5 feet along the South boundary of the Melvin A. Schneiter property; thence South 7120' West 396.17 feet along the South boundary of the Lee D. Fuhrman property; thence North 153.74 feet; thence South 7715' West 582.20 feet along the South boundary of the Colleen Laws property; thence North 274.00 feet; thence West 210.00 feet; thence North 450.00 feet; thence East 210.00 feet to a point of commencement. Contains 72 acres.

7-312. Determination of Costs; Finding. All costs and expenses for the making of the improvements within the District have been

determined, the property price for all property to be acquired to make the improvements has been finally determined and the reasonable cost of any work to be done has been determined. The City Council (the "Council") of Tremonton City, Box Elder County, Utah (the "Issuer") hereby finds and determines that the improvements for which the assessments authorized herein are made have a reasonable useful life of at least twenty (20) years.

7-313. Approval of Assessment List; Findings. The City Council (the "Council") of Tremonton City, Box Elder County, Utah (the "Issuer") hereby confirms the assessment roll as approved by the Board of Equalization and Review for Tremonton City, Utah Special Improvements District No. 1 (The "District"), a copy of which is included in Section 7-326 herein, (the "Assessment List"), and hereby confirms the findings of the Board of Equalization and Review that the assessment list as equalized by the Board of Equalization and Review for the district is just and equitable; that each piece of property to be assessed within the district will be benefitted in an amount not less than the assessment to be levied against said property; and that no piece of property listed in the assessment list will bear more than its proportionate share of the cost of such improvements. A list of property owners and property description is included in Section 7-327 herein. Warranty deeds are listed in Section 7-328.

7-314. Levy of Assessments. The Council of the Issuer does hereby levy an assessment to be assessed upon the real property identified in the Assessment List. The assessments levied upon each parcel of property therein described shall be in the amount set forth in the Assessment List.

The assessments hereby levied are for the purpose of paying the costs of construction of certain culinary water system improvements and the completion of any miscellaneous work necessary to complete the improvements in a proper and workmanlike manner. Said improvements are more particularly described in the Assessment List.

The assessments are hereby levied and assessed upon each of the parcels of real property described in the assessment list to the extent that they are specially benefitted by the improvements acquired or constructed within the District. The assessments are levied upon the parcels of land in the District at equal and uniform rates.

7-315. Cost of Improvements; Amount of Total Assessments. The total cost of the improvements in the District is \$164,142.80, of which total cost the Issuer's portion is \$11,200.00. The Issuer's portion for the District includes that part of the overhead

costs for which an assessment cannot be levied, if any, and the cost of making improvements for the benefit of property against which an assessment may not be levied, if any. The amount to be assessed against property affected or benefitted by the improvements in the District is \$152,942.80, which amount does not exceed in the aggregate the sum of: (a) the total contract price or prices for the improvements under contract duly let to the lowest and best responsible bidders therefor; (b) the reasonable cost of utility services, maintenance, labor, materials or equipment supplied by the Issuer, if any; (c) the property price, if any; (d) connection fees, if any; (e) the interest on any interim warrants issued against the District; (f) overhead costs not to exceed fifteen percent (15%) of the sum of (a), (b), (c) and (d); and (g) where the assessment is levied prior to the time all of the improvements in the district are entirely completed and accepted, an amount for contingencies of not to exceed 10% of the sum of (a), (b) and (c).

7-316. Method and Rate. The total assessment for the District is levied in accordance with the following method and at the following rates:

<u>Improvement</u>	<u>Method of Assessment</u>	<u>Rate of Assessment</u>
Water Line Extension and Pump Station	Per Front Foot	\$21.13

7-317. Payment of Assessments. The whole or any part of the assessments for the District may be paid without interest within fifteen (15) days after this Ordinance becomes effective. Any part of the assessment not paid within such fifteen (15) day period shall be payable over a period of twenty (20) years from the effective date of this Ordinance in twenty (20) annual principal installments together with interest on the unpaid balance of the assessment at the same rate as the rate of rates of the special assessment bonds anticipated to be issued by the Issuer. The assessment payment dates shall be the first anniversary date of the effective date of this Ordinance and each subsequent anniversary date thereafter. Interest shall accrue from the effective date of this Ordinance until paid.

After the above-referenced fifteen (15) day period, all unpaid installments of an assessment levied against any piece of property may be paid prior to the dates on which they become due, but any such prepayment must include an additional amount equal to the interest which would accrue on the assessment to the next succeeding date on which interest is payable on any special assessment bonds issued in anticipation of the collection of the assessments plus such additional amount as, in the opinion of the City

Treasurer, is necessary to assure the availability of money to pay interest on the special assessment bonds as interest becomes due and payable plus any premiums which may be charged and become payable on redeemable bonds which may be called in order to utilize the assessments paid in advance.

7-318. Default in Payment. If a default occurs in the payment of any installment of principal or interest, when due, the Issuer may declare the unpaid amount to be immediately due and payable and subject to collection as provided herein. In addition, it may accelerate payment of the total unpaid balance of the assessment and declare the whole of the unpaid principal and interest then due to be immediately due and payable. Interest shall accrue and be paid on all amounts declared to be delinquent or accelerated and immediately due and payable at the rate of 18% per annum until the next succeeding date after payment or collection on which interest is payable on any special assessment bonds issued. Costs of collection as provided by the Issuer or required by law shall be charged and paid on all amounts declared to be delinquent or accelerated and immediately due and payable.

Upon any default, the City Treasurer shall give notice, in writing, of the default to the owner of the property in default, as shown by the last available equalized assessment rolls. Notice shall be effective upon deposit of the notice in the U.S. Mail, postage prepaid, and addressed to the owner as shown on the last equalized assessment rolls, for the Issuer or on the official ownership records of the Issuer. The notice shall provide for a period of thirty (30) days in which the owner shall pay the installments then due and owing, after which the Issuer may accelerate the principal of the assessment and immediately commence foreclosure proceedings in the manner provided for actions to foreclose mortgage liens or trust deeds. If at the sale no person or entity shall bid and pay the Issuer the amount due on the assessment plus interest and costs, the property shall be deemed sold to the Issuer for these amounts. The Issuer shall be permitted to bid at the sale.

The remedies provided herein for the collection of assessments and the enforcement of liens shall be deemed and construed to be cumulative and the use of any one method or means of collection or enforcement shall not deprive the Issuer of the use of any other method or means. The amounts of accrued interest and all costs of collection shall be added to the amount of the assessment up to the date of foreclosure sale.

7-319. Remedy of Default. If prior to the final date payment may be legally made under a final sale or foreclosure of property to collect delinquent

assessment installments, the property owner pays the full amount of all unpaid installments which are past due and delinquent with interest at the rate of 18% per annum to the date of payment, plus all approved or required costs, the assessment of said owner shall be restored and the default removed, and thereafter the owner shall have the right to make the payments in installments as if the default had not occurred.

7-320. Lien of Assessment. An assessment or any part or installment of it, any interest accruing and the penalties and costs of collection shall constitute a lien against the property upon which the assessment is levied on the effective date of this Ordinance. Said lien shall be superior to the lien of any trust deed, mortgage, mechanic's or materialman's lien or other encumbrance and shall be equal to and on a parity with the lien for general property taxes. The lien shall continue until the assessment and any interest, penalties and costs on it are paid, notwithstanding any sale of the property for or on account of a delinquent general property tax, special tax or other assessment or the issuance of tax deed, an Assignment of Interest by the governing entity or a Sheriff's Certificate of Sale or Deed.

7-321. Special Improvement Guaranty Fund. The Issuer does hereby create a Special Improvement Guaranty Fund and shall annually, so long as any special assessment bonds of the Issuer remain outstanding, transfer to said fund each year such amount as shall equal the amount that a tax levy on all taxable property located within the Issuer at the rate of .0002 will produce, either through a levy of a tax of not to exceed .0002 in any one year or by the issuance of general obligation bonds or by appropriation from other available sources, for the purpose of guaranteeing to the extent of such fund the payment of special assessment bonds and interest thereon issued against local improvement districts for the payment of local improvements therein, all in the manner and to the extent provided by the laws of the State of Utah.

7-322. Contestability. No assessment shall be declared void or set aside in whole or in part in consequence of any error or irregularity which does not go to the equity or justice of the assessment or proceeding. Any party who has not waived his objections to same as provided by statute may commence a civil action against the Issuer to enjoin the levy or collection of the assessment or to set aside and declare unlawful this Ordinance.

Such action must be commenced and summons must be served on the Issuer not later than 30 days after the effective date of this Ordinance. This action shall be the exclusive remedy of any aggrieved party. No court shall entertain any complaint which the party

was authorized to make by statute but did not timely make and/or complaint that does not concern the equity or justice of the assessment or proceeding.

After the expiration of the 30-day period provided in this section:

(1) The special assessment bonds issued or to be issued against the District and the assessments levied in the District shall become incontestable as to all persons who have not commenced the action provided for in this section; and

(2) No suit to enjoin the issuance or payment of the bonds, the levy, collection or enforcement of the assessment, or in any other manner attacking or questioning the legality of the bonds or assessments may be instituted in this state, and no court shall have authority to inquire into these matters.

7-323. All Necessary Action Approved. The officials of the Issuer are hereby authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance.

7-324. Repeal of Conflicting Provisions. All Ordinances or parts thereof in conflict with this Ordinance are hereby repealed.

7-325. Publication of Ordinances. Immediately after its adoption, this Ordinance shall be signed by the Mayor and City Recorder and shall be recorded in the Ordinance Book kept for that purpose. This Ordinance shall be published once in The Leader, a newspaper having general circulation in the Issuer, and shall take effect immediately upon its passage and approval and publication as required by law.

7-326. ASSESSMENT LIST

Tax Assessment 1993 billing sent January
1994

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Name	Tax I.D. #	Feet	Project	Percent	Costs	Share of Costs
Farms Four M	05-055-0019	510	7238.5	0.070457	\$152,942.80	\$10,775.83
L. Buxton	05-055-0018	300	7238.5	0.041445	\$152,942.80	\$6,338.72
H. Anderson	05-055-0017	300	7238.5	0.041445	\$152,942.80	\$6,338.72
	05-055-0053					
A. Buxton	05-055-0016	200	7238.5	0.02763	\$152,942.80	\$4,225.81
J. Allen	05-055-0042	100	7238.5	0.013815	\$152,942.80	\$2,112.91
C. Flores	05-055-0015	100	7238.5	0.013815	\$152,942.80	\$2,112.91
L. Wood	05-055-0060	66	7238.5	.009117	\$152,942.80	\$1,394.52
	05-055-0073	34	7238.5	.004697	\$152,942.80	\$718.39
	05-055-0076					
A. Buxton	05-055-0011	100	7238.5	0.013815	\$152,942.80	\$2,112.91
O. Johnson	05-055-0010	100	7238.5	0.013815	\$152,942.80	\$2,112.91
D. Robbins	05-055-0009	100	7238.5	0.013815	\$152,942.80	\$2,112.91
J. Stokes	05-055-0036	34	7238.5	.004697	\$152,942.80	\$718.39
	05-055-0071	66	7238.5	.009117	\$152,942.80	\$1,394.52
	05-055-0072					
Cache Valley Bank	05-055-0008	89	7238.5	0.012295	\$152,942.80	\$1,880.49
B. Palmer	05-055-0063	304.8	7238.5	0.042108	\$152,942.80	\$6,440.14
David R. Johnson R. Brems (formerly)	05-055-0051	121	7238.5	0.016716	\$152,942.80	\$2,556.62
C. Johnson	05-055-0049	121	7238.5	0.016716	\$152,942.80	\$2,556.62
H. Isaki	05-055-0007	145.1	7238.5	0.020046	\$152,942.80	\$3,065.83
J. Ramsdell	05-055-0050	121	7238.5	0.016716	\$152,942.80	\$2,556.62
Jeffery O. Johnson M. Schneiter(formerly)	05-055-0037	400	7238.5	0.05526	\$152,942.80	\$8,451.63
L. Fuhriman	05-055-0044	100.94	7238.5	0.013944	\$152,942.80	\$2,132.77
	05-055-0078	99.38	7238.5	.013729	\$152,942.80	\$2,099.81
	05-055-0079	197.23	7238.5	.027247	\$152,942.80	\$4,167.28
Clayton Stokes C. Laws (formerly) Ken Firth	05-055-0002	19.13	7238.5	.00264	\$152,942.80	\$404.20
	05-055-0077	390.32	7238.5	.053922	\$152,942.80	\$8,247.10
	05-055-0080	200.00	7238.5	.02763	\$152,942.80	\$4,225.81
D. Jones	05-175-0001	210	7238.5	0.029012	\$152,942.80	\$4,437.11

C. Laws \ Kerry Brower	06-059-0004					
	lot 2	243.28	7238.5	.033609	\$152,942.80	\$5,140.28
	lot 3	243.28	7238.5	.033609	\$152,942.80	\$5,140.28
	lot 4	243.28	7238.5	.033609	\$152,942.80	\$5,140.28
	05-055-0001	0				
Roger Hulce	06-059-0036 lot 7					
	06-059-0037	207.5	7238.5	.028666	\$152,942.80	\$4,384.28
Keith E. Wilkinson	lot 1					
	06-059-0038	262.35	7238.5	.036243	\$152,942.80	\$5,543.21
Daniel B. Nielson	lot 5					
	06-059-0039	243.28	7238.5	.033609	\$152,942.80	\$5,140.28
Laws\Brower	lot 8					
	06-059-0040	207.5	7238.5	.028666	\$152,942.80	\$4,384.28
Laws\Brower	lot 6					
		240.39	7238.5	.033209	\$152,942.80	\$5,079.22
R. Dautre	06-059-0005	248.9	7238.5	0.034386	\$152,942.80	\$5,259.03
	06-059-0032					
T. Mower	06-059-0006	165	7238.5	0.022795	\$152,942.80	\$3,486.30
C. Stevens	06-059-007	400	7238.5	0.05526	\$152,942.80	\$8,451.63
R of W no assessment	06-059-0024	16.5	7238.5	0.002279	\$152,942.80	\$348.63
TOTALS		7238.5		1		\$152,942.80

Costs Breakdown		
Bond Attorney		\$5,000.00
Safe Drinking Attorney		\$2,500.00
Safe drinking Board		\$1,500.00
Connection fees		\$11,200.00
City Attorney		\$2,000.00
City Engineer		\$6,700.00
Construction		\$129,983.50
City Costs		\$5,259.30
Total Costs		\$164,142.80
Credit		\$11,200.00
Remaining Balance		\$152,942.80
See Attached		
Descriptions		

DESCRIPTION OF WORK: The project will be divided into two bidding schedules. Schedule "A" will include the installation and construction of approximately 4,800 L.F. of 8-inch ductile iron culinary water line, approximately 2,400 L.F. of 6-inch ductile iron culinary water line, new water services, fire hydrants, asphalt patching, valves, booster pump station with controls, check valve station, galvanized access ladder and associated appurtenances. Schedule "B" will include bidding for 6-inch and 8-inch ductile iron piper material only. Valves, fittings, connections, fire hydrants, water service lines, meters and all other associated appurtenances should be included in unit prices associated with Bid Schedule "A".

NOTE: Assessments may change due to land sales. Distribution will be made based on pro rata share (cost per lineal foot).

7-327. List of Property Owners and Description of Property.

Wood, Lee J. & Nola S. JT
8005 West 12000 North
Tremonton, UT 84337

Beg at a pt on S r/w of Co Rd 33 ft S of N/4 cor of Sec 5 T11N R3W SLM, S 8939' E 81 ft, S 200 ft, S 8939' E 1000 ft, S 459 ft M/L to N/L of Bothwell Highline Canal, S 6810' W alg sd line 1185 ft, N 1099.7 ft to S/L of 12000 N St, S 8939' E 19 ft to beg. Being lot 1 of Mt Vernon Estates Minor Sub. Cont 17.77 acres.

Andersen, Heber A. & Lorealee B. JT
7905 West 12000 North
Tremonton, UT 84337

Beg at a pt on S r/w of Co Rd 581 ft S 8939' E alg sec line & 33 ft S of N/4 cor of Sec 5, TWP 11 N, R 3W, SLM, S 8939' E alg sd line 200 ft, S 200 ft, N 8939' W 200 ft, N 200 ft to beg. Contg .92 acre.

Andersen, Heber A. & Lorealee B. JT
7905 West 12000 North
Tremonton, UT 84337

Beg at a pt on S line of Co Rd 33 ft S & 481 ft S 8939' E from NW cor of NE/4 of Sec 5 T11N R3W SLM, S 8939' E 100 ft, S 200 ft, N 8939' W 100 ft, N 200 ft to POB. Contg .459 acre M/L.

Buxton, Alice May etal JT
8019 West 12000 North
Tremonton, UT 84337

Beg at a pt on Co Road r/w line 33 ft S & 19 ft N 8939' W from N/4 cor of Sec 5, TWP 11 N, R 3W, SLM, N 8939' E 100 ft, N 200 ft to beg. contg .46 acre.

Buxton, Alice May
8019 West 12000 North
Tremonton, UT 84337

New Description: Beg at a pt on S line of Co Rd 33 ft S & 281 ft S 8939' E from NW cor of NE/4 of Sec 5 T11N R3W SLM, S 8939' E 200 ft, S 200 ft, N 8939' W 200 ft, N 200 ft to POB. Contg .918 acre M/L.

Johnson, Oleen & Waltraud M. JT
8029 West 12000 North
Tremonton, UT 84337

Beg at a pt on Co Road r/w line 33 ft S & N 8939' W 119 ft frm N/4 cor of Sec 5, TWP 11N, R 3W, SLM, running N 8939' W 100 ft, S 200 ft, S 8939' E 100 ft,

N 200 ft to POB. Contg .46 acre. with cer water rgts & well.

Robbins, Daryl E. & Kathleen J. JT
238 North 100 West
Tremonton, UT 84337

Beg on Co Road r/w line 33 ft S & N 8939' W 219 ft frm N/4 cor of Sec 5 TWP 11N, R 3W, SLM, N 8939' W 100 ft, S 200 ft, S 8939' E 100 ft N 200 ft to beg. Contg .47 acre.

Stokes, Jean C.
546 North 2300 West
Tremonton, UT 84337

Beg at a pt 33 ft S & 385 ft N 8939' W frm N/4 cor of Sec 5, sd pt being on S r/w of Co Road & S 478.5 ft, N 8939' W para to N bdry to Sec 5, TWP 11N, R 3W, SLM, 427.8 ft, N 278.5 ft, S 8930' E para to N bdry of Sec 393.8 ft, N 200 ft to r/w line of Co Road, S 8939' E alg sd line 34 ft to POB. Contg 2.89 acres.

Cache Valley Bank
101 North Main
Logan, UT 84321

Beg at a pt on Co Road r/w line 33 ft S & 419 Ft N 8939' W frm N/4 cor of Sec 5, TWP 11n, R 3W, SLM, N 8939' W 393.8 ft alg sd r/w line, S 200 ft, S 8939' E 393.8 ft, N 200 ft to beg. Less: W 304.8 ft to tax sale. Contg .41 acre.

Four M Farm Corp.
1117 Allston Way
San Jose, CA 95120

Beg at a pt on Co Road r/w 33 ft S & 1181 ft S 8939' E frm N/4 cor of Sec 5, TWP 11N, R 3W, SLM, S 200 ft S 8939' E 100 ft, N 200 ft, N 8939' W 410 ft to POB. Also beg at a pt on Co Road r/w line 33 ft S & 1081 ft S 8939' E 100 ft, S 200 ft, N 8939' E 100 ft N to beg.

Buxton, Lawrence L & Margaret Ann
c/o Carl I Bowen & Co.
4739 Bellview
Kansas City, MO 64112

Beg at a pt on Co Road r/w line 33 ft S & 781 ft S 8939' E frm N/4 cor of Sec 5, TWP 11N, R 3W, SLM, S 8939' E 300 ft, S 200 ft, N 8939' W 300 ft, N 200 ft to beg. Contg 1.38 acres.

Allen, Joseph T. & Kathy D. JT
7965 W 12000 N
Tremonton, UT 84337

Beg at a pt on Co Rd r/w 33 ft S & 181 ft S 8938' E
frm N/4 of Sec 5, TWP 11N, R 3W, SLM, S 8939' E
100 ft, S 200 ft, N 8939' W 100 ft, N 200 ft to POB.
Contg .549 acre.

Flores, Carlos III
866 South Tremont
Tremonton, UT 84337

Beg at a pt on Co Road r/w 33 ft S & 81 ft S 8939' E
frm N/4 cor of Sec 5, TWP 11N, R 3W, SLM, S
8939' E 100 ft, S 200 ft, N 8939' W 100 ft, N 200 ft
to beg.

Stevens, Claudie H. & Juanita JT
8050 West 12000 North
Tremonton, UT 84337

Beg at a pt 2630.5 ft N 8941' E along the sec line and
33 ft N of SW cor of Sec 32, TWP 12N, R3W, SLM.
Sd pt being on N r/w of Co Rd and W line of a
fenced lane, S 8941', W along Co Rd r/w 400.0 ft, N
029' W 525.0 ft, N 8941', E 400.0 ft, to the fence on
W side of lane, S 029', E 525 ft along sd fence to beg.
Contg 4.8 acres.

Mower, Ted L. & Bonnie R. JT
8076 West 12000 North
Tremonton, UT 84337

Beg at a pt 2230.5 ft N, 8941' E along sec line and 33
ft N of SW cor Sec 32, TWP 12N, R 3W, SLM, sd pt
being on N r/w of Co Road. S 8941', W along Co Rd
r/w 165 ft, N 029', W 525.0 ft, N 8941' E 165.0 ft, S
029', E 525 ft to beg. Contg 2 acres.

Doutre, Robert E. & Diana M. JT
8096 West 12th North
Tremonton, UT 84337

Beg at a pt 1899.6 ft N, 8941' E along sec line and 33
ft N of SW Cor of Sec 32, TWP 12N, R 3W, SLM, sd
pt being on N r/w line of Co Road and running N
8941' E along sd line 165.9 ft, N 029', W 525 ft S
8941' W 165.9 ft, S 029' E 525 ft to POB. Contg
2.00 acres.

Laws, Colleen Trustee etal
9365 West Hwy 102
Tremonton, UT 84337

Beg at the SW cor of Sec 32, TWP 12N, R3W, SLM,
and running N along sec line 558 ft, N 8941', E 2620
ft, S 029', E 525 ft, S 8941', W 1292.3 ft, S 7129', W
105.2 ft to Sec line, S 8941', W 1230.5 ft alg sec line
to the POB. Exc W 16.5 ft. Less tracts sold to C. H.
Stevens, D. L. Andersen, and David Neeley. Less:
Lot 9 of John G. Laws Minor Sub desc as follows:
Beg on Nly r/w line of 12000 N St at a pt 1816.60 ft

N 8941' E alg sec line & 33.00 ft N 0029' W from
SW cor of Sec 32 N 0029' W 525.00 ft, N 8941' E
83.0 ft, S 0029' E 525.00 ft to N r/w line of 12000 N
St, S 8941' W 83.0 ft alg sd r/w line to POB. Contg
22.73 acres M/L.

Palmer, Bradley J. & Christie JT
8113 West 12000 North
Tremonton, UT 84337

Beg at a pt on Co Rd r/w line 33 ft S & 508 ft N
8939' W from N/4 cor of Sec 5 T11N R3W SLM, N
8939' W 304.8 ft alg sd r/w line, S 200 ft, S 8939' E
304.8 ft, N 200 ft to beg. Contg 1.42 acres M/L.

Brems, Robert O. & Laurie T. JT
8135 West 12000 North
Tremonton, UT 84337

Beg at a pt 31.83 ft S & 386.0 ft E of the NW cor of
NE/4 of NW/4 of Sec 5, T11N, R3W, SLM. Sd pt
being on the S r/w line of a Co Rd, th S 360.00 ft, S
8939' E 121.0 ft, N 360.00 ft, N 8939' W 121.0 ft to
beg. Also known as Lot 4, of North Ridge Estates
Minor Sub. Subject to a 10 ft easement on the N & E
& a certain interest in a well. Contains 1 acre.

Johnson, Charles & Rebecca JT
8155 West 12000 North
Tremonton, UT 84337

Beg at a pt 32.57 ft S & 265.0 ft E of NW cor of
NE/4 of NW/4 of Sec 5, TWP 11N, R3W, SLM, sd pt
being on S r/w line of Co Road, th S 360.0 ft, th S
8939' E 121.0 ft, th N 360.0 ft, th N 8939' W 121.0 ft
to POB. Also known as Lot 3, North Ridge Estates
Minor Subd. Subject to a public utility & water line
easement over the N 10 ft together with 25% int in
existing 6 inch culinary water well. Contg 1 acre.

Isaki, Hiroko etal
P. O. Box 185
Tremonton, UT 84337

Beg at a pt 40.74 ft S & 120.3 ft E of NW cor of
NE/4 of NW/4 of Sec 5, 711N R3W SLM. Being on
S line of Co Rd, S 362.1 ft, S 8351' W 121.0 ft, S
94.54 ft, S 8939' E 507.0 ft, N 118.5 ft, N 8939' W
242.0 ft, N 360 ft, N 8939' W 73.11 ft, S 8351' W
72.0 ft to beg. Reserving a 75 ft sq area in E end of
holding pond. Also known as Lot 2 North Ridge Est
Minor Sub. Subject to certain easements. Together
with an int in a certain well. Contg 2.52 acres.

Ramsdell, Joel Luke & Angie H. JT
8191 West 12000 North
Tremonton, UT 84337

Beg at a pt 53.70 ft S of NW cor of NE/4 of NW/4 of Sec 5, T11N, R3W, SLM, sd pt being on the S r/w line of Co Rd, S 362.1 ft, N 8351' E 121.0 ft, N 362.1 ft, S 8351' W 121.0 ft to pt of beg. Also known as Lot 1 of North Ridge Estates Minor Sub. Subject to public utility & waterline easement over the N 10 ft thereof, together with a certain interest in culinary well. Contains 1 acre.

Schneiter, Melvin A. & Ruth W. JT
8195 West 12000 North
Tremonton, UT 84337

Beg at a pt on S r/w line of Co Road, sd pt being N alg sec line 4,856 ft & N 7137' E 993.9 ft fr SW cor of Sec 5, TWP 11N, R 3W, SLM & running N 6959' E alg sd r/w line 400.0 ft, S 038' W 46.5 ft, S 6950' W 394.50 ft, N 467.6 ft to POB. Contg 4 acres.

Fuhriman, Lee D. & Evelyn H. JT
675 W. Main
Tremonton, UT 84337

Beg at a pt on S r/w line of Co Rd, sd pt being N alg sec line 4856 ft & 7137' E 993.9 ft fr SW cor of Sec 5, TWP 11N, R 3W, SLM, S 467.50 ft, S 7120' W 396.17 ft, N 463.46 ft to S r/w line of Co Rd, N 7120' E 247.55 ft, N 6950' E 150.00 ft to POB. Contg 4.00 acres.

Jones, David E. & Carol Ann JT
8420 West 12000 North
Tremonton, UT 84337

Beg at NE cor of Sec 6, TWP 11N, R 3W, SLM. W 210 ft, S 450 ft to Co Road, th running E along Co Road 210 ft, N 450 ft M/L to pt of beg. Contg 2.18 acres.

7-328. Warranty Deeds.

Lee J. Wood Deed - Warranty Deed dated and recorded May 14, 1987, as Entry No. 09597, in Book 440 at Page 532-533, records of Box Elder County, Utah.

Portion to be annexed: Beginning at a point 33 feet South from the North Quarter Corner of Section 5, T 11 N, R 3 W, SLB&M, said point being on the South right-of-way line of the County Road; thence S 8939'E 81 feet; thence South 200 feet; thence N 8939' W 100 feet; thence North 200 feet to the South right-of-way line of said County Road; thence S 8939' E 19 feet along said right-of-way to the point of beginning.

Portion remaining: Beginning at a point 233 feet South from the North Quarter Corner of Section 5, T 11 N, R 3 W, SLB&M; thence S 8939' E 1081 feet; thence South 459 feet, more or less to the North line

of the Bothwell Highline Canal; thence S 6810' W along said line 1185 feet; thence North 899.7 feet; thence S 8939' E 19 feet to the point of beginning.

B R Ranch, LTD Deed - Warranty Deed dated and recorded June 22, 1982, as Entry No. 92059H, in Book 359 at Page 576, records of Box Elder County, Utah.

Portion to be annexed: Beginning at a point 33 feet N 0029' W from the South Quarter Corner of Section 32, T 12 N, R 3 W, SLB&M, said point being on the North right-of-way line of the County Road; thence S 8931' W 16.5 feet; thence N 0029' W 525 feet; thence N 8931' E 16.5 feet to the East line of said Section; thence S 0029' E 525 feet to the point of beginning.

Portion remaining: A part of Sections 32 and 33, T 12 N, R 3 W, SLB&M, Box Elder County, U.S. Survey described as follows:

Beginning at the Northeast corner of the Southwest Quarter of Section 32, T 12 N, R 3 W, SLB&M and running thence S 0029' E (Bearing of Record, B.O.R.) 2161.76 feet along the East boundary of the Southwest Quarter of said Section 32; thence S 8931' W 183.5 feet; thence N 0029' W 2161.76 feet; thence N 8931' E 150.50 feet; thence N 0029' W 49.50 feet; thence N 8931' E 33.00 feet to a point on the East boundary of the Northwest Quarter of said Section 32; thence N 0029' W 1445.50 feet along the East boundary of the Northwest Quarter of said Section 32; thence N 6643' E 601.20 feet; thence East 3315.89 feet to a point in an existing fence line; thence S 0015'24" E 1059.94 feet (Bearing of Record, B.O.R.) along an existing fence; thence S 6125' W 1387.30 feet (B.O.R. S 6150' W) along existing fence to the East Quarter of said Section 32; thence S 8948'23" W 2641.97 feet along the North boundary of the Southeast Quarter of said Section 32 to the point of beginning. Contains 151.60 Acres.

LESS: 1.80 acres deeded to Tremonton City and 1 acre deeded to Brian R. Crump.

Northwest Annexation Deed Revisions reflecting partial annexation

Jean C. Stokes Deed - Warranty Deed dated and recorded May 7, 1979, as Entry No. 70738H, in Book 319 at Page 218, records of Box Elder County, Utah.

Portion to be annexed: Beginning at a point 33 feet South and 385.00 feet N 8939' W from the North Quarter Corner of Section 5, T 11 N, R 3 W, SLB&M, said point being on the South right-of-way line of the County Road, and running thence South 200 feet; thence N 8939' W 34 feet; thence North 200

feet to the South right-of-way line of said County Road; thence S 8939' E 34 feet along said right-of-way to the point of beginning.

Portion remaining: Beginning at a point 233 feet South and 385 feet N 8939' W from the North Quarter Corner of Section 5, T 11 N, R 3 W, SLB&M, and running thence South 278.5 feet; thence N 8939' W 427.80 feet; thence North 278.5 feet; thence S 8939' E 427.80 feet to the point of beginning.

Jean C. Stokes Deed - Warranty Deed dated and recorded April 20, 1984, as Entry No. 72926H, in Book 323 at Page 138, records of Box Elder County, Utah.

Portion to be annexed: Beginning at a point 33 feet South and 319 feet N 8939' W from the North Quarter Corner of Section 5, T 11 N, R 3 W, SLB&M, said point being on the South right-of-way line of the County Road, and running thence South 200 feet; thence N 8939' W 66 feet; thence North 200 feet to the South right-of-way line of said County Road; thence S 8939' E 66 feet along said right-of-way to the point of beginning.

Portion remaining: Beginning at a point 233 feet South and 319 feet N 8939' W from the North Quarter Corner of Section 5, T 11 N, R 3 W, SLB&M, and running thence South 1020 feet more or less to the North right-of-way line of the Bothwell High-line Canal; thence Southwesterly along said right-of-way line 1,075 feet, more or less, to the West line of the East half of the Northwest Quarter of said Section; thence North along said line 1110 feet, more or less, to a point 511.5 feet South of the North boundary of said Section; thence S 8939' E 939.3 feet; thence North 278.5 feet; thence S 8939' E 66 feet to the point of beginning.

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