

Effective Date	Order No.	County
12-2-2022	164698-DMY	DAVIS COUNTY

Vesting	WD 3238662	Vesting Matches County:	<input checked="" type="radio"/> Y <input type="radio"/> N
Legal	WD 3238662	Legal Matches County:	<input checked="" type="radio"/> Y <input type="radio"/> N
Address	1587 East South Weber Drive, South Weber 84405	Address Matches County:	<input checked="" type="radio"/> Y <input type="radio"/> N
Estate Type	<u>Fee / Eas / Lease</u> LP Only OP: Homeowners / Standard	SFR	<input checked="" type="radio"/> Commercial <input type="radio"/> Vacant

	Exception code	Tax Amount	Year	Parcel No.	Delinquent Taxes
9.	TAXXXX	\$1,659.09	2022	13-012-0057	<input checked="" type="radio"/> Y <input type="radio"/> N
	TAXXXX	\$1,552.91	2021		
	TAXXXX	\$1,377.59	2020		

No.	Exception	
10.	DISDA047	
11.	MINXMIN	
12.	WATXRIGH	
13.	EASXSUBA	
14.	EASXREC	4-8-1929 45416 Book I page 32
15.	EASXREC	720192
	EASXREC	734407
16.	EASXREC	975582 1502-316 6-3-1992
17.	DOCXREC	2641507 "Unrecorded PCS Site Agreement dated 4-17-1996 as evidenced by Memorandum of Second Amendment to PCS Site Agreement"
	DOCXREC	2641507 "Memorandum of Second Amendment to PCS Site Agreement"
	DOCXREC	3254897
	DOCXREC	3269076
	DOCXREC	3269556
18.	EASXREC	3446323
19.	DOCXREC	3471885
20.	TENXLAN	
21.	SURXSUR	

No.	Requirement	Exception
1.	LLCRAG	
2.	WDRSWD	

Judgment Search	J	F	B	SDN
TRUE HOMES LLC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

CHAIN NONE SCR  PLT

Search Date:	12/13/2022 2:46 PM	By:	Thelissa
Type Date:		By:	
Commitment Proofed By:			



3238662  
BK 7481 PG 3353

E 3238662 B 7481 P 3353-3355  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
3/31/2020 3:35:00 PM  
FEE \$40.00 Pgs: 3  
DEP eCASH REC'D FOR US TITLE COMPANY

WHEN RECORDED MAIL TO  
AND MAIL TAX NOTICE TO:  
True Homes, LLC  
68 North 700 West  
Kaysville, UT 84037

## WARRANTY DEED

File No.: 015572  
APN: 13-012-0057, 13-012-0061, . . . . . and

Ivan J. Ray and Shirley Ray and LouAnn Ray as Trustee of the LouAnn Ray Family Trust U/A/D  
September 9, 2014,

Grantor(s), of South Weber, Davis County, State of Utah, hereby convey(s) and warrant(s) to

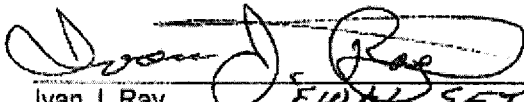
( True Homes, LLC, )

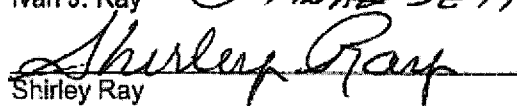
Grantee(s), of Kaysville, Davis County, State of Utah, for the sum of ten dollars and other good and  
valuable consideration, the following tract of land located in Davis County, Utah, to wit:

See Exhibit A attached hereto and made a part hereof.


Subject to easements, restrictions, reservations and rights of way appearing of record.

Witness the hand(s) of said Grantor(s) this 27th day of March, 2020.

  
Ivan J. Ray *FINAL SETTLEMENT*

  
Shirley Ray

LouAnn Ray as Trustee of the LouAnn Ray  
Family Trust U/A/D September 9, 2014

BY:   
LouAnn Ray  
Trustee

STATE OF UTAH )  
                  :SS  
COUNTY OF DAVIS )

The foregoing instrument was acknowledged before me the 30<sup>th</sup> day of March,  
2020 by Ivan J. Ray and Shirley Ray and LouAnn Ray as Trustee of the LouAnn Ray Family Trust  
U/A/D September 9, 2014.

Stacey Miller  
Notary Public

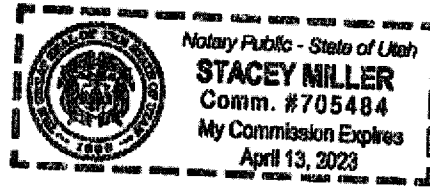


EXHIBIT "A"

~~Parcel 1: 13-012-0057~~

A part of the Southeast Quarter of Section 27, Township 5 North, Range 1 West, Salt Lake Base & Meridian: Beginning on the North line of a road, said point being East 132.11 feet from the South Quarter corner of Section 27; thence North 199.62 feet, more or less, to the Southerly line of a state road; thence South  $64^{\circ}51'50''$  East 84.40 feet and Southeasterly 247.2 feet along said Southerly line of a state road; thence South 35.20 feet, more or less, to the North line of a road; thence West 226.2 feet, thence South 30.96 feet; thence West 76.41 feet, more or less, to the point of beginning.

~~Parcel 2: 13-012-0061~~

Beginning at a point North 45.94 feet from the Southwest corner of the Southeast Quarter of Section 27, Township 5 North, Range 1 West, Salt Lake Base & Meridian, and running thence North 166.06 feet to the Southerly line of state highway #U60, South  $63^{\circ}47'$  East along said line of highway 99.60 feet, South 199.62 feet to the section line, West 109.11 feet to a point on a 250.25 foot radius curve to the left; thence along the arc of said curve 35.42 feet to a point on a 150.81 foot radius curve to the right, thence 15.73 feet along the arc of said curve to beginning.

Situated in Davis County, State of Utah

**Contact Information**

**Mailing Address**

(<https://www.facebook.com/daviscountyutah>)

Davis County  
Recorder  
P.O. Box 618  
Farmington, Utah  
84025

**Physical Address**

Recorder's Office  
(Room 106)  
61 South Main  
Farmington, Utah  
84025

**Office Information**

General office hours  
are Monday through  
Friday  
8:00 a.m. to 5:00  
p.m. (except county  
holidays)

(801) 451-3225 ::  
Main  
(801) 451-3141 :: FAX

# Property Search

**IMPORTANT NOTICE:** Beginning Monday, March 30, 2020, in an effort to maintain critical government services and to protect the health of the public and our employees, changes to services are described in our [soft closure procedure \(./recorder/home\)](#).

Davis County Tax Information - Please Read

**This website is not an official record or tax statement. The information on this page may not be sufficient for use on any legal documents.**

Do not use this page unless you understand and agree to Terms of Use ([below](#)).

You may print this page, as long as you include this notice, and the Terms of Use with your print.

Print Property Tax Notice (<https://webportal.daviscountyutah.gov/App/PropertySearch/api/document/taxnotice/1301>;

The Tax Notice is a pdf of the original Tax Notice, showing the original tax balance. You can view a 10-year history of taxes, payment dates, and current balances by [scrolling down on this page](#).

## Tax Information

**Property Information** YOU MUST SELECT THE TAX YEAR BELOW FOR THE TAX NOTICE.

Year:

**Parcel**

Serial Number: 130120057

Tax District: 0047

**Legal Description:** A PART OF THE SE 1/4 OF SEC 27-T5N-R1W, SLB&M; BEG ON THE N LINE OF A ROAD, SD PT BEING E 132.11 FT FR THE S 1/4 COR OF SEC 27; TH N 199.62 FT, M/L, TO THE S'LY LINE OF A STATE ROAD; TH S 64^51'50" E

**SITUS Address:** 1587 E SOUTH WEBER DR  
SOUTH WEBER

**Building/Land Values**

Acres: 0.75

Residence Year Built: 1969

Residence Square Feet: 0

**Tax Information**

(<https://www.facebook.com/daviscountyutah.gov/>)

<b>Delinquency Payoff Amount (for specific future Payoff Date):</b>	<b>Delinquency Payoffs are currently not available. Please contact the Davis County Treasurer for Delinquency Payoffs.</b>
DOES NOT INCLUDE CURRENT YEAR TAXES THAT ARE NOT DELINQUENT.	
<b>2022 Tax Statement Recipient:</b>	TRUE HOMES LLC 2074 EAST NEWCASTLE DR SANDY, UT 84093-1623
<b>2022 Total Market Value:</b>	\$165,858.00

**Recent Tax History**

**Important Clarifications**

1. If the amounts for prior years show \$0.00 paid this may be an error. Please contact the Davis County Treasurer at (801) 451-3243 to verify unpaid amounts.
2. The amounts shown paid are taxes only, unless the taxes were paid late. If the taxes were paid late the amount includes taxes and penalty, but does not include interest, if interest was paid.
3. The statutory due date for property taxes in Utah is November 30. Taxes are paid with one single annual installment.
4. As a service, values from the Assessor roll may be listed prior to the distribution of Tax Notices. These values may be subject to future correction.
5. The taxes for the current year are not finalized until the tax rates are certified by the Utah State Tax Commission. The tax rates are certified and the taxes are final near September 20 of each year. There may be special assessments that show as a small balance before the tax rates are certified and the taxes are final, however, until near September 20 these amounts are for information only, not final taxes.
6. Electronic Payments **may take up to a week** before it shows on the County website as Paid due to time it actually takes for settlement of funds

Year	Taxes, Penalty, & Special Assessments	Adjustments	Paid (including interest)	Date Paid	Due
2022	\$1,659.09	\$0.00	\$0.00		\$1,659.09
2021	\$1,552.91	\$0.00	\$0.00		\$1,552.91
2020	\$1,377.59	\$0.00	\$0.00		\$1,377.59
2019	\$1,376.51	\$0.00	\$1,376.51	11/05/2019	\$0.00
2018	\$1,309.47	\$0.00	\$1,309.47	11/19/2018	\$0.00
2017	\$1,435.92	\$0.00	\$1,435.92	11/20/2017	\$0.00
2016	\$1,490.76	\$0.00	\$1,490.76	11/07/2016	\$0.00
2015	\$1,943.24	\$0.00	\$1,943.24	11/16/2015	\$0.00
2014	\$1,908.61	\$0.00	\$1,908.61	11/28/2014	\$0.00
2013	\$2,013.10	\$0.00	\$2,013.10	11/07/2013	\$0.00
2012	\$2,061.05	\$0.00	\$2,061.05	11/30/2012	\$0.00

Terms of Use

**Please Read - Do not use this page unless you understand and agree to all of the following:**

No. 45416

RIGHT OF WAY GRANT

11:17:101

U. P. L. Co. No. 170

KNOW ALL MEN BY THESE PRESENTS:

That Eva E. Ray (Widow) of the County of Davis State of Utah, first party, for and in consideration of the sum of TEN & NO/100 DOLLARS in hand paid by UINTA PIPE LINE COMPANY, second party, the receipt of which is hereby acknowledged has granted and leased by these presents does grant and lease unto said UINTA PIPE LINE COMPANY, second party, its successors or assigns, a right of way to lay, maintain, operate, repair or remove a pipe line and erect, maintain, operate, repair or remove telephone or telegraph line, if same shall be found necessary, over, through, across and upon the lands described as follows:

SE 1/4 Section 27 and SW 1/4 Section 26 in Township 5 North, Range 1 West of the Salt Lake Meridian in Davis County, State of Utah, with ingress and egress to and from the same.

Rocks or Boulders that interfere with cultivation or irrigation of the land to be removed by grantee, or by grantor at grantee's expense. No telephone or telegraph poles to be set in cultivated fields. Damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the grantor, her heirs or assigns, one thereof by the Uinta Pipe Line Co., its successors or assigns, and the third by the two so appointed as aforsaid. No telephone or telegraph poles to be set in cultivated fields.

The said grantor, her heirs, legal representatives and assigns, to fully use and enjoy the said premises except for the purpose hereinbefore granted to the said UINTA PIPE LINE COMPANY, which hereby agrees to pay any damages which may arise from the laying, erecting, maintaining, operating, repairing or removing said pipe, telephone or telegraph line or any part or parts thereof.

This grant and easement shall at all times be deemed to be, and shall be a continuing covenant running with the land and shall be binding upon the heirs, legal representatives and assigns of the first party herein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 11th day of January, A. D. 1929.

Signed, sealed and delivered in the presence of

O. J. Rausch

Eva E. Ray (Seal)

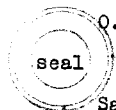
(Seal)

STATE OF UTAH |  
                          | ss.  
COUNTY OF DAVIS |

On the 11th day of January A. D. 1929, personally appeared before me Eva E. Ray, the signer of the above instrument, who duly acknowledged to me that she executed the same.

My commission expires:

Dec. 10, 1932



O. J. Rausch

seal

Notary Public residing at

Salt Lake City, State of Utah.

UINTE PIPE LINE COMPANY

Checked by \_\_\_\_\_  
Engineering Department

Examined and Approved \_\_\_\_\_  
General Manager

INGEBRETSEN, RAY & RAWLINS

By Athol Rawlins

Abstracted 5/129-130.

Recorded April 8th, 1929, at 4:30 P. M.

*Nelda L. Brown* County Recorder.

See Assign 1006-133



SE 27-SN-24

For valuable consideration, receipt of which is hereby acknowledged, the CITY OF SOUTH WEBER, a body politic of DAVIS County, State of Utah, Grantor, hereby grants to IVAN RAY, his successors and assigns, a permanent easement to construct, reconstruct, operate, repair, replace and maintain a sewer line and appurtenant structures on, over, across and through the following described tract of land in Davis County, State of Utah:

Five feet each side of the following described line

A part of the Southeast Quarter of Section 27, Township 5 North, Range 1 West, Salt Lake Base and Meridian, United States Survey,

BEGINNING at a point East 280 feet along the south line of said Section 27 and North 28 feet; thence West 66 feet.

pt 13-012-0028

IF ANY MAINTENANCE IS DONE ON THIS EASEMENT, RAY'S VALLEY SERVICE WILL BE RESPONSIBLE TO RESTORING THIS EASEMENT BACK TO ITS ORIGINAL CONDITION.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its Mayor this 14 day of November, 1985.

CITY OF SOUTH WEBER, UTAH

By Rex Bouchard  
Mayor

ATTEST:  
Ginger Miller  
Recorder  
(Corporate Seal)

RECORDED AT REQUEST OF Ivan Ray  
1985 NOV 29 PM 4:09 \$5.00  
CAROL DEAN PAGE  
DAVIS COUNTY RECORDER  
DEPUTY

STATE OF UTAH )  
County of Davis ) ss.

On the 14 day of November, 1985, personally appeared before me Rex Bouchard and Ginger Miller, who being by me duly sworn did say, each for themselves, that he the said Rex Bouchard is the Mayor, and she, the said Ginger Miller is the Recorder of South Weber City, and that the within and foregoing instrument was signed in behalf of said City by authority of a resolution of its City Council and said Rex Bouchard and Ginger Miller each duly acknowledged to me that said City Council executed the same and that the seal affixed is the seal of said City.

BOOK 1063  
0720192  
PAGE 958

Joan Ray  
7268 S Wood E  
S. Weber 84405  
My Commission  
Expires: Jan 2, 1988

Kathy B. Pyle  
NOTARY PUBLIC  
State of Utah  
Notary Public  
Residing at South Weber

SE-27-57-1W

For valuable consideration, receipt of which is hereby acknowledged, the CITY OF SOUTH WEBER, a body politic of DAVIS County, State of Utah, Crantor, hereby grants to IVAN RAY, his successors and assigns, a permanent easement to construct, reconstruct, operate, repair, replace and maintain a sewer line and appurtenant structures on, over, across and through the following described tract of land in Davis County, State of Utah:

Five feet each side of the following described line

A part of the Southeast Quarter of Section 27, Township 5 North, Range 1 West, Salt Lake Base and Meridian, United States Survey.

BEGINNING at a point East 280.0 feet and North 28 feet from the South Quarter Corner of Section 27, and running thence West 66 feet,

If any maintenance is done on this easement, Ray's Valley Service will be responsible to restoring this easement back to its original condition.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its Mayor this 11 day of February,

1986

ATTEST:

Recorder

(Corporate Seal)

CITY OF SOUTH WEBER, UTAH

By Rex Bouchard Mayor

RECORDED AT REQUEST OF Ivan Ray

1986 APR 24 PM 4:09

CLERK OF COUNTY RECORDS DAVIS COUNTY UTAH

STATE OF UTAH ) County of Davis ) ss.

On the 11th day of February, 1986, personally appeared before me Rex Bouchard and Ginger Miller, who being by me duly sworn did declare, each for themselves, that he the said Rex Bouchard is the Mayor, and she, the said Ginger Miller is the Recorder of South Weber City, and that the within and foregoing instrument was signed in behalf of said city by authority of a resolution of its City Council and said Rex Bouchard and Ginger Miller each duly acknowledged to me that said City Council executed the same and that the seal affixed is the seal of said City.

BOOK 1084

0734407

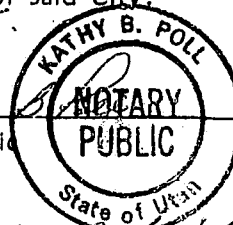
PAGE 1195

EN

My Commission Expires: Jan 3, 1988

ask: TLA62

Notary Public



Residing at 826 E. 20th Street South Weber, UT 84055

Ray 7268 do. 1600 E. S.W. 84405

AGREEMENT AND GRANT OF EASEMENT

59 27-57-111  
13-012 3027

This AGREEMENT AND GRANT OF EASEMENT made this 22 day of May 1992 by and between South Weber City, a municipality organized and existing under the laws of the State of Utah, its assigns and the following individual(s), hereinafter referred to as Grantors:

RAY, HILMA M.

975582 BK 1502 PG 316  
JAPOL DEAN PAGE, DAVIS CNTY RECORDER  
1992 JUN 3 2:59 PM FEE .00 DEP MEC  
REC'D FOR SOUTH WEBER CITY

RECITALS:

WHEREAS, South Weber City is in the process of developing and constructing a wastewater collection system (sewer) to serve the residents of South Weber City; and

WHEREAS, construction of the sewer system necessarily requires pipes being placed through various parcels of land within South Weber City; and

WHEREAS, Grantors own a parcel of land through which South Weber City's proposed sewer system will be constructed; and

WHEREAS, Grantors represent they are the owners of the parcel of land referred to herein located in Davis County, Utah and further described on Exhibit "1" hereto, and that Grantors are empowered to enter into this agreement; and

WHEREAS, Grantors consent to South Weber City's sewer system crossing their property and agree to grant South Weber City an easement to facilitate the crossing of Grantors' property to construct and maintain the sewer system under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the parties agree as follows:

1. **Grant of Permanent Easement.** Subject to the terms and conditions of this agreement, Grantors hereby grant and convey to South Weber City a 8-foot permanent easement and right-of-way for the installation, maintenance, repair or replacement of a sewer system

pipeline through Grantors' property. A general description of Grantors' property through which the easement shall run is contained in Exhibit "1" attached hereto. The centerline of the permanent easement along the course of the sewer pipeline is described in the attached Exhibit

"1"

975582 EX 1502 PG 317

2. **Grant of Temporary Construction Easement.** Subject to the terms and conditions of this agreement, Grantors also hereby grant and convey to South Weber City a 15-foot wide temporary construction easement to allow South Weber City to install the sewer system through Grantors' property. The temporary construction easement shall overlap the permanent easement and extend an additional 7.0 feet to the side of the permanent easement as shown on Exhibit "2" and run the entire length of the permanent easement as it crosses Grantors' property. The temporary construction easement shall terminate upon completion of the original construction without the requirement of a recordable release.

3. **Immediate Occupancy.** Grantors hereby grant South Weber City immediate occupancy of the easement to begin construction of the sewer system.

4. **Temporary Access.** Grantors agree to allow South Weber City temporary access from the nearest public roadway to the easement, provided travel across Grantors' property would not adversely affect Grantors' property.

5. **Clearing and Grubbing.** Grantors agree to allow South Weber City to clear and grub the 15-foot temporary construction easement. It is agreed that tree stumps, roots and other debris will be removed from the property by South Weber City. South Weber City agrees to be totally responsible for disposing of all trees, stumps, roots and other debris removed from the Grantors' land unless Grantors' elect in writing to remove the debris themselves.

6. **No Permanent Structure.** Grantors agree not to place any permanent structure on the 8-foot permanent easement described herein and agree that South Weber City shall be

allowed to keep the easement clear of any trees detrimental to the sewer pipeline.

#: 975582 #: 1502 PG 318

7. **Fencing and Livestock.** South Weber City agrees to be responsible for temporary fencing and for restoration of existing permanent fences damaged on Grantors' property during construction. Grantors agree to control all livestock during construction of the sewer system. Furthermore, Grantors agree to be responsible for any permanent fencing and control of livestock after construction is completed.

8. **Ground Restoration.** Upon completion of the sewer system pipeline, South Weber City shall backfill any trench and grade out the disturbed easement areas and return the area to the condition existing prior to construction, subject to the provisions of paragraph 6. South Weber City shall be responsible for a one year period after completion of the pipeline for any settlement of the trench and restore the trench area to a grade consistent with the existing surroundings.

9. **Post Construction Maintenance.** After construction and in the event repair, maintenance or replacement is needed on the sewer system, South Weber City agrees to reasonably restore Grantors property to the condition prior to the required repair, maintenance or replacement.

10. **Additional Consideration.** As additional consideration for the granting of the easement described herein, South Weber City shall install 15-feet of 4-inch sewer lateral from the sewer main towards the Grantor's home. The Grantor agrees to provide the necessary temporary construction easement to install the additional sewer lateral.

IN WITNESS WHEREOF, the parties have duly executed this Agreement and Grant of Easement the day and year written above.

E: 975582 BK 1502 PG 319

SOUTHWEBER CITY

By: Rex Bouchard  
Mayor

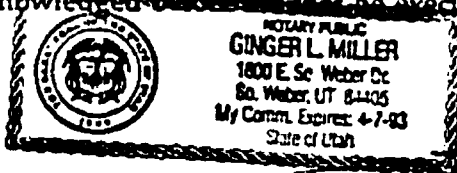
GRANTORS:

Hilma M. Ray  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF UTAH  
COUNTY OF DAVIS

SS.

On the 27 day of May, 1992, personally appeared before me Rex Bouchard, who being sworn by me did say that he is the Mayor of South Weber City, and acknowledged before me that he executed the foregoing on behalf of South Weber City.

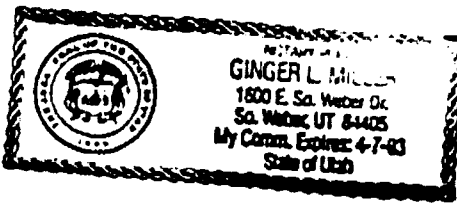


Ginger L. Miller  
NOTARY PUBLIC

STATE OF UTAH  
COUNTY OF DAVIS

SS.

On the 27 day of May, 1992, personally appeared before me Hilma M. Ray, the signer(s) of the above instrument, who duly acknowledged to me that she executed the same.



Ginger L. Miller  
NOTARY PUBLIC

STATE OF UTAH )  
 )  
 ) ss.  
COUNTY OF DAVIS )

975582 BK 1502 PG 320

On the \_\_\_\_\_ day of \_\_\_\_\_, 1992, personally appeared before me  
\_\_\_\_\_, the signer(s) if the above instrument, who  
duly acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

EXHIBIT 71

Parcel 1

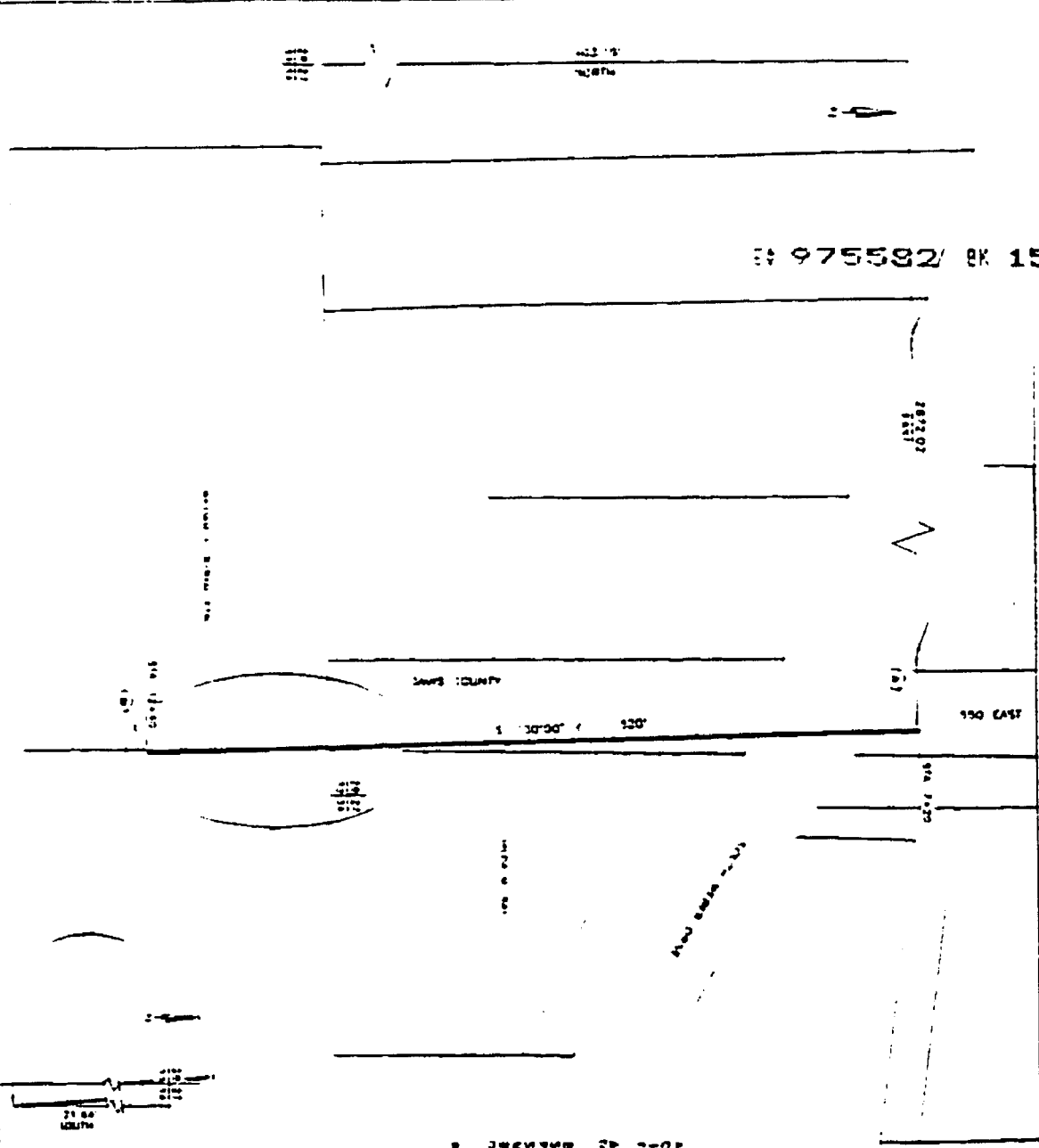
± 975582 BK 1502 PG 321

BEG AT SW COR OF SE 1/4 OF SEC 27, 5N, 1W SLM, N 212 FT TO S'LY LINE OF STATE HY  
#U60 S 63°47', E ALG SD LINE OF HY 184 FT, S 131.6 FT TO SEC LINE, W 165 FT TO BEG.  
CONT. 0.65 ACRES

HILMA M RAY 13:012:0027



SOUTH WEBER CITY  
SANITARY SEWER SYSTEM  
EASEMENT PLAN



REQUIREMENT EASEMENT DESCRIPTION  
 ALL THAT PART PROPERTY SHOWN ON DAVIS COUNTY RECORD IN THE SOUTH HALF  
 OF SECTION 27 AND THE NORTH HALF OF SECTION 28, TOWNSHIP 23 NORTH, RANGE  
 1 WEST, S4E (L&S) AND DEPARTMENT HIGH ROAD (L&S) DESCRIBED AS  
 FOLLOWS:  
 A 20 FOOT WIDE EASEMENT EXTENDING 10 FEET ON EACH SIDE OF THE FOLLOWING  
 EASEMENT DESCRIBED:

BEING AND A 20 FOOT WIDE EASEMENT AND 20 FOOT WIDE EAST OF THE  
 SANITARY SEWER SYSTEM DESCRIBED AS FOLLOWS:  
 (A) IN (B) 100 FEET 200 FEET  
 (C) 100 FEET 200 FEET  
 (D) 100 FEET 200 FEET  
 (E) 100 FEET 200 FEET  
 (F) 100 FEET 200 FEET  
 (G) 100 FEET 200 FEET  
 (H) 100 FEET 200 FEET  
 (I) 100 FEET 200 FEET  
 (J) 100 FEET 200 FEET  
 (K) 100 FEET 200 FEET  
 (L) 100 FEET 200 FEET  
 (M) 100 FEET 200 FEET  
 (N) 100 FEET 200 FEET  
 (O) 100 FEET 200 FEET  
 (P) 100 FEET 200 FEET  
 (Q) 100 FEET 200 FEET  
 (R) 100 FEET 200 FEET  
 (S) 100 FEET 200 FEET  
 (T) 100 FEET 200 FEET  
 (U) 100 FEET 200 FEET  
 (V) 100 FEET 200 FEET  
 (W) 100 FEET 200 FEET  
 (X) 100 FEET 200 FEET  
 (Y) 100 FEET 200 FEET  
 (Z) 100 FEET 200 FEET

TEMPORARY CONSTRUCTION EASEMENT

MANHOLE NO. 1111  
 MANHOLE NO. 1112  
 MANHOLE NO. 1113  
 MANHOLE NO. 1114  
 MANHOLE NO. 1115  
 MANHOLE NO. 1116  
 MANHOLE NO. 1117  
 MANHOLE NO. 1118  
 MANHOLE NO. 1119  
 MANHOLE NO. 1120  
 MANHOLE NO. 1121  
 MANHOLE NO. 1122  
 MANHOLE NO. 1123  
 MANHOLE NO. 1124  
 MANHOLE NO. 1125  
 MANHOLE NO. 1126  
 MANHOLE NO. 1127  
 MANHOLE NO. 1128  
 MANHOLE NO. 1129  
 MANHOLE NO. 1130  
 MANHOLE NO. 1131  
 MANHOLE NO. 1132  
 MANHOLE NO. 1133  
 MANHOLE NO. 1134  
 MANHOLE NO. 1135  
 MANHOLE NO. 1136  
 MANHOLE NO. 1137  
 MANHOLE NO. 1138  
 MANHOLE NO. 1139  
 MANHOLE NO. 1140

DATE: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 APPROVED BY: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

HANSEN  
 ALLEN  
 CLARKE

LINE - K  
 EASCHERLIS

EXHIBIT 2

**AFTER RECORDING RETURN TO:**  
UPF WASHINGTON INC  
12410 E MIRABEAU PKWY #100  
SPOKANE VALLEY WA 99216  
REF # 299424

E 2641507 B 5450 P 491-497  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
02/02/2012 03:38 PM  
FEE \$23.00 Pgs: 7  
DEP RT REC'D FOR UPF WASHINGTON I  
C

Prepared by:  
Lake & Cobb, PLC  
1095 W. Rio Salado Pkwy, Suite 206  
Tempe, AZ 85281

Space above this line for Recorder's Use

A.P.N. 13-012-0057

Prior recorded document(s) in Davis County, Utah:  
None known

MEMORANDUM OF SECOND AMENDMENT TO  
PCS SITE AGREEMENT

This Memorandum of Second Amendment to PCS Site Agreement is made effective this 5TH day of MAY, 2011 by and between LOU ANN RAY, as to an undivided 1/2 interest, and IVAN J. RAY AND SHIRLEY RAY, husband and wife as joint tenants as to an undivided 1/2 interest, with a mailing address of ~~1587 E. South Weber Drive~~ <sup>7268 SOUTH 1800 EAST</sup> ~~South Weber, Utah~~ <sup>DR L R W</sup> 84405 (hereinafter collectively referred to as "Lessor") and STC FIVE LLC, a Delaware limited liability company, by and through its Attorney In Fact, Global Signal Acquisitions II LLC, a Delaware limited liability company, with its principal offices located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (hereinafter referred to as "Lessee").

1. Lessor and MajorCo, L.P. ("Original Lessee") entered into a PCS Site Agreement dated April 17, 1996 (the "Original Agreement") whereby Original Lessee leased certain real property, together with access and utility easements, located in Davis County, Utah from Lessor (the "Site"), all located within certain real property owned by Lessor ("Lessor's Property"). Lessor's Property, of which the Site is a part, is more particularly described on Exhibit A attached hereto.

Site Name: Ray's Valley Service  
Business Unit #: 880537

1  
By (Initial) a Date 5/31/11 Doc Type L  
SUN: 880537 Lease/Lic 147463

2. STC Five LLC is currently the Lessee under the Agreement as successor in interest to the Original Lessee.

3. The Agreement had an initial term that commenced on April 17, 1996 and expired on April 16, 2001. The Agreement provides for four extensions of five years each, the first three of which were exercised by Lessee (each extension is referred to as a "Renewal Term"). According to the Agreement, the final Renewal Term expires April 16, 2021.

4. Lessor and Lessee have entered into a Second Amendment to PCS Site Agreement (the "Second Amendment"), of which this is a Memorandum, providing for six additional Renewal Terms of five years each. Pursuant to the Second Amendment, the final Renewal Term expires on April 16, 2051.

5. By the Second Amendment, Lessor granted to Lessee the option to expand the Site by up to an additional 1,700 square feet adjacent to the Site. Additional details of the foregoing expansion are set forth in the Second Amendment.

6. The terms, covenants and provisions of the Second Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.

7. This Memorandum does not contain the social security number of any person.

8. A copy of the Second Amendment is on file with Lessor and Lessee.

[Execution Pages Follow]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Lessor and Lessee have caused this Memorandum to be duly executed on the day and year first written above.

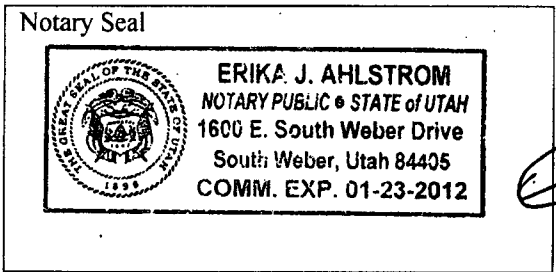
LESSOR:  
LOU ANN RAY, as to an undivided 1/2 interest

By: Lou Ann Ray  
Lou Ann Ray

STATE OF Utah )  
 )ss.  
COUNTY OF Davis )

On this 5 day of May 2011, before me, the subscriber, a Notary Public in and for said State and County, personally LOU ANN RAY, known or identified to me to be the person whose name is subscribed to the within instrument, and in due form of law acknowledged he/she signed this instrument as his/her free and voluntary act for the uses and purposes mentioned in this instrument.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.



Erika J. Ahlstrom  
(Signature of Notary)

My Commission Expires: 01/23/2012

**LESSOR:**

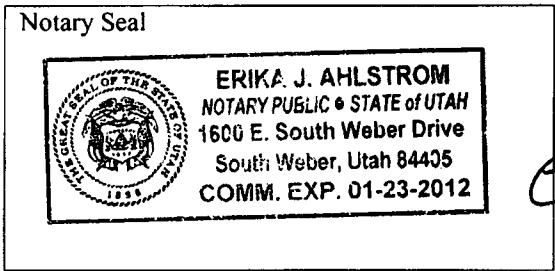
IVAN J. RAY AND SHIRLEY RAY, husband and wife as joint tenants as to an undivided 1/2 interest

By: [Signature]  
Ivan J. Ray

STATE OF Utah )  
 )ss.  
COUNTY OF Davis )

On this 5 day of May 2011, before me, the subscriber, a Notary Public in and for said State and County, personally appeared IVAN J. RAY, known or identified to me to be the person whose name is subscribed to the within instrument, and in due form of law acknowledged that he/she signed this instrument as his/her free and voluntary act for the uses and purposes mentioned in this instrument.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.



[Signature]  
(Signature of Notary)

My Commission Expires: 01/23/2012

**LESSOR:**

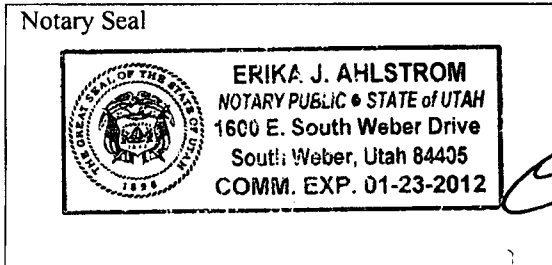
IVAN J. RAY AND SHIRLEY RAY, husband and wife as joint tenants as to an undivided 1/2 interest

By: Shirley Ray  
Shirley Ray

STATE OF Utah )  
 )ss.  
COUNTY OF Davis )

On this 5 day of May 2011, before me, the subscriber, a Notary Public in and for said State and County, personally appeared SHIRLEY RAY, known or identified to me to be the person whose name is subscribed to the within instrument, and in due form of law acknowledged that he/she signed this instrument as his/her free and voluntary act for the uses and purposes mentioned in this instrument.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.



Erika Ahlstrom  
(Signature of Notary)

My Commission Expires: 01/23/2012

**LESSEE:**  
STC FIVE LLC, a Delaware limited liability  
company

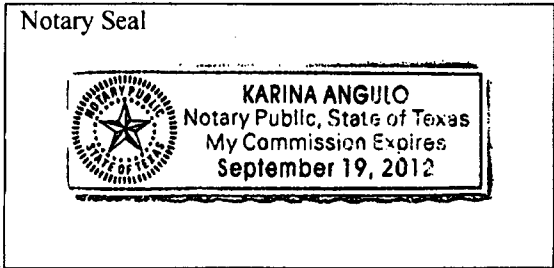
By: Global Signal Acquisitions II LLC, a  
Delaware limited liability company  
Its: Attorney In Fact

By: *Tracy Van Swol*  
Print Name: \_\_\_\_\_  
Title: Tracy Van Swol  
Real Estate Transaction Manager

STATE OF TEXAS )  
 )ss.  
COUNTY OF HARRIS )

On this 23 day of May, 2011, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Tracy Van Swol, the BET Manager of GLOBAL SIGNAL ACQUISITIONS II LLC, known or identified to me to be the person whose name is subscribed to the within instrument, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.



*K. Angulo*  
(Signature of Notary)  
My Commission Expires: 9-19-2012

**EXHIBIT A**  
**(Legal Description of Lessor's Property)**

Situate in the County of Davis, State of Utah, described as follows:

A PT OF THE SE 1/4 OF SEC 27-T5N-R1W, SLM: BEG ON THE N LINE OF A ROAD, SD PT BEING E 132.11 FT FR THE S 1/4 COR OF SEC 27, TH N 199.62 FT, MOL, TO THE S'LY LINE OF A STATE ROAD, TH S 64°51'50" E 84.40 FT & SE'LY 247.2 FT ALG SD S'LY LINE OF A STATE ROAD, TH S 35.20 FT, MOL, TO THE N LINE OF A ROAD, TH W 226.2 FT, TH S 30.96 FT, TH W 76.41 FT, MOL, TO THE POB. CONT. 0.748 ACRES.

Also described as tax parcel number 13-012-0057



**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TAX NOTICE TO:**

Zack L. Winzeler  
Parsons Behle & Latimer  
201 South Main Street, Suite 1800  
Salt Lake City, Utah 84111

A.P.N.: 13-012-0057

---

**PARTIAL ASSIGNMENT AND ACCEPTANCE OF PCS SITE AGREEMENT**

THIS PARTIAL ASSIGNMENT AND ACCEPTANCE OF PCS SITE AGREEMENT ("Assignment") is entered into between True Homes, LLC, a Utah limited liability company (the "Assignor" or "True Homes"), and Ivan J. Ray, Shirley Ray, and LouAnn Ray, as Trustee of the LouAnn Ray Trust U/A/D September 9, 2014, of South Weber, Davis County, State of Utah (the "Assignees" or the "Rays"). Assignor and Assignees agree to the following:

1. The Rays and MajorCo, L.P. ("**Original Lessee**") entered into that certain PCS Site Agreement dated April 17, 1996 (the "**Original Agreement**") whereby Original Lessee leased certain real property, together with access and utility easements, located in South Weber, Davis County, State of Utah, from Original Lessors, all located within Parcel No. 13-012-0057 (as defined below), for the construction and operation of a cellular phone tower.

2. The Original Agreement was amended by a Letter Agreement dated August 8, 2008 ("**First Amendment**"), and amended again by a Second Amendment to PCS Site Agreement dated May 5, 2011 ("**Second Amendment**") (the Original Agreement, First Amendment, and Second Amendment are collectively referred to as the "**PCS Site Agreement**").

3. A Memorandum of Second Amendment to PCS Site Agreement was recorded in the Davis County Recorder's Office on February 2, 2012, as Entry No. 2641507, in Book 5450 beginning at Page 491 affecting the following described property (hereinafter "**Parcel No. 13-012-0057**"):

A part of the Southeast Quarter of Section 27, Township 5 North, Range 1 West, Salt Lake Base & Meridian: Beginning on the North line of a road, said point being East 132.11 feet from the South Quarter corner of Section 27; thence North 199.62 feet, more or less, to the Southerly line of a state road; thence South 64°51'50" East 84.40 feet and Southeasterly 247.2 feet along said Southerly line of a state road; thence South 35.20 feet, more or less, to the North line of a road; thence West 226.2 feet, thence South 30.96 feet; thence West 76.41 feet, more or less, to the point of beginning.

4. The legal description for the property within Parcel No. 13-012-0057 subject to the PCS Site Agreement (the "**Site**") is as follows:

Beginning at the southwest corner of the SE1/4 Sec. 27, T.5 N., R. 1 W., SLM; thence north 212 feet to the southerly line of State Highway #U-60; thence South 63 degrees 47' East 184 feet along said line of Highway; thence South 131.6 feet to the section line; thence West 165 to the point of beginning. (Containing approximately 0.012 acres)

Parcel No. 13-012-0057 has a street address of 1589 East South Weber Drive, South Weber, Utah.

5. STC Five LLC (c/o Crown Castle USA Inc.) ("**Current Lessee**") is the current lessee under the PCS Site Agreement.

6. On or about April 9, 2019, the Rays entered into a Commercial Real Estate Purchase Contract ("**Purchase Contract**") in which they agreed to sell Parcel No. 13-012-0057 and Parcel No. 13-012-0061 (the "**Purchase Contract Property**") to True Homes. The Purchase Agreement excluded the PCS Site Agreement from the sale of the Purchase Contract Property to True Homes.

7. On or about March 30, 2020 (the "**Effective Date**"), the Rays and True Homes closed on the Purchase Contract, and the Rays conveyed the Purchase Contract Property to True Homes by Warranty Deed dated March 30, 2020 ("**Warranty Deed**"). The Warranty Deed was recorded in the Davis County Recorder's Office on March 31, 2020, as Entry No. 3238662 in Book 7481 beginning at Page 3353.

8. The Warranty Deed did not exclude the PCS Site Agreement, despite the Rays' and True Homes' intention in the Purchase Contract to do so. This Assignment is intended to memorialize and provide record notice of the Rays' and True Homes' agreement that the Rays would retain their rights, title, and interest in and to the rents, income and profits under the PCS Site Agreement.

**NOW THEREFORE**, for and in consideration of the foregoing Recitals, and the mutual covenants contained herein, and for such other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby expressly acknowledged by Assignor and Assignees, and intending to be legally bound hereby, Assignor and Assignees do hereby specifically covenant and agree as follows:

a. Assignment. Assignor hereby assigns, transfers, and sets over to Assignees, their successors, assigns and heirs, all of Assignor's right, title, and interest in and to the rents, income and profits under the PCS Site Agreement. This assignment allows the Assignees to continue receiving the rental payments under the PCS Site Agreement throughout the term of the PCS Site Agreement, including all renewal periods provided for in the PCS Site Agreement. Assignees shall not have the right to extend the PCS Site Agreement or to enter into any new agreements relating to **Parcel No. 13-012-0057**. If the Lessee exercises its Expansion Option, as that term is defined in the PCS Site Agreement, Assignees shall continue receiving the rental payments under the PCS Site Agreement for any such expansion.

b. Acceptance. Assignees hereby accept the foregoing assignment.

c. Lease Obligations. Assignor shall perform all obligations, covenants, and agreements on the part of the landlord under the PCS Site Agreement to be performed or observed from and after the Effective Date. Assignees hereby agree to indemnify, hold harmless and defend Assignor from and against any and all obligations, liabilities, costs and claims arising as a result of Assignees' acts or failures to act under the PCS Site Agreement that are attributable to the period of time prior to the Effective Date, other than such acts or failures to act as are attributable to Assignor. Assignor hereby agrees to indemnify, hold harmless and defend Assignees from and against any and all obligations, liabilities, costs and claims arising as a result of Assignor's acts or failures to act under the PCS Site Agreement that are attributable to the period of time from and after the Effective Date, other than such acts or failures to act as are attributable to Assignor.

d. Non-Circumvention. To avoid circumvention of this Assignment, prior to April 17, 2051 Assignor and any of its assigns or successors-in-interest are prohibited from executing a new lease agreement (*i.e.*, an agreement akin to the PCS Site Agreement) with Current Lessee or any of its assigns or successors-in-interest for any property included within the Site or the Additional Lease Area, as those terms are defined in the PCS Site Agreement and its amendments.

e. Notices. Notices and other communications shall be sent to Assignor and Assignees to the following addresses:

Assignor: True Homes, LLC  
68 North 700 West  
Kaysville, Utah 84037

With a copy to: Fetzer Simonsen Booth Jenkins  
Attn: Bryan H. Booth  
50 West Broadway, Ste. 1200  
Salt Lake City, Utah 84101

Assignees: Ivan J. Ray  
7268 South 1600 East  
South Weber, UT 84405

With a copy to: Parsons Behle & Latimer  
Attn: Zack L. Winzeler  
201 South Main Street, Suite 1800  
Salt Lake City, Utah 84111

f. Severability. If any term or provision of this Assignment is invalid, illegal, or incapable of being enforced by virtue of any federal or state law, or public policy, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect so long as the legal substance of the transaction contemplated hereby is not affected in any manner materially adverse to any of the parties to this Assignment. Upon such determination that any such term or provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

g. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Utah, without regard to conflict of law rules.

h. No Third-Party Beneficiaries. Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person, other than the named parties to this Assignment, any rights, remedies, obligations, or liabilities.

i. Binding Effect. This Assignment and the obligations of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, heirs and assigns.

j. Assignment. Nothing herein shall prevent the Assignees from assigning or transferring their beneficial interests in the PCS Site Agreement obtained by this Assignment in the future. Assignees shall provide written notice of such assignment to Assignor.

k. Entire Agreement. This Assignment and all related exhibits represents the entire understanding and agreement between Assignor and Assignees with respect to the subject matter hereof, and no modification, waiver, amendment, discharge or change of this Assignment shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

l. Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Assignment delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

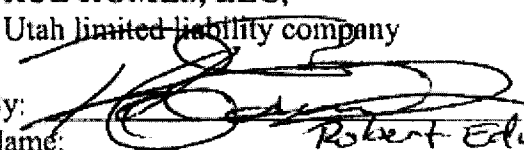
m. Recording. Assignor and Assignees agree that this Assignment shall be recorded against Parcel No. 13-012-0057 as record notice of Assignees' continued interest in the rent payments under the PCS Site Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor and Assignees have caused this Partial Assignment and Acceptance of PCS Site Agreement to be duly executed as of the date first above written.

**ASSIGNOR:**

**TRUE HOMES, LLC,**  
a Utah ~~limited liability~~ company

By:   
Name: Robert Edwards  
Title: MANAGER

**ACKNOWLEDGEMENT**

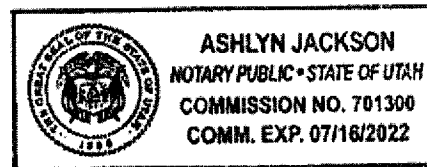
STATE OF UTAH            )  
                                  ): ss.  
COUNTY OF: DAVIS    )

The foregoing instrument was acknowledged before me this 9 day of ~~April~~ <sup>May</sup> 2020, by Robert Edwards, in his/her capacity as Manager of True Homes, LLC, a Utah limited liability company.

WITNESS my hand and official seal.

Signature Ashlyn Jackson

(Seal)



ASSIGNEES:

*Ivan J. Ray*  
Ivan J. Ray

*Shirley Ray*  
Shirley Ray

LouAnn Ray, as Trustee of the LouAnn Ray Family Trust U/A/D September 9, 2014

By: *LouAnn Ray Trustee*  
LouAnn Ray  
Trustee

ACKNOWLEDGEMENT

STATE OF UTAH            )  
                                  : ss.  
COUNTY OF: *Weber*    )

The foregoing instrument was acknowledged before me this *6th* day of *May* 2020, by Ivan J. Ray and Shirley Ray.

WITNESS my hand and official seal.

Signature *Bree Wardell* (Seal)

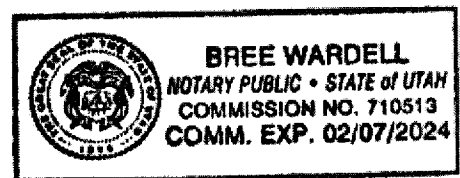


STATE OF UTAH            )  
                                  : ss.  
COUNTY OF: *Weber*    )

The foregoing instrument was acknowledged before me this *6th* day of *May* 2020, by LouAnn Ray, as Trustee of the LouAnn Ray Trust U/A/D September 9, 2014.

WITNESS my hand and official seal.

Signature *Bree Wardell* (Seal)



**Mail Tax Notice to:**  
**7268 South 1600 East**  
**South Weber, Utah 84405**

**E 3254897 B 7520 P 2972-2977**

**ASSIGNMENT OF ASSIGNOR'S INTEREST IN THAT "PARTIAL  
ASSIGNMENT AND ACCEPTANCE OF PCS SITE AGREEMENT"**

dated this 8<sup>th</sup> day of July, 2020.

**IVAN J. RAY and SHIRLEY B. RAY**  
(Assignors)

**OF THE FIRST PART**

**-AND-**

**IVAN J. RAY and SHIRLEY B. RAY, as Trustees of the IVAN & SHIRLEY  
RAY REVOCABLE FAMILY TRUST**  
(Assignees)

**OF THE SECOND PART**

**Background**

- A. This is an agreement (the "Assignment") to assign the Assignor's portion of a lease in real property according to the terms specified below.
  
- B. The Assignors, IVAN J. RAY and SHIRLEY B. RAY, wish to assign and transfer to Assignees as Trustees of the IVAN RAY & SHIRLEY RAY REVOCABLE FAMILY TRUST, their interest in that PARTIAL ASSIGNMENT AND ACCEPTANCE OF PCS SITE AGREEMENT (the "Lease") dated May 6, 2020, and executed by the Assignors as co-Lessors with LouAnn Ray, and by True Homes L.L.C. as Lessee.

**IN CONSIDERATION OF** the Assignors agreeing to assume the Lease for the Premises, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties agree to keep, perform and fulfill the promises, conditions and agreements below:

**Premises**

1. The Lease governs the rental of the following described premises (The "Premises") by the Assignors: IVAN J. RAY and SHIRLEY B. RAY. A Memorandum of Second Amendment to PCS Site Agreement was recorded in the Davis County Recorder's Office on February 2, 2012, as Entry No. 2641507, in Book 5450 beginning at page 491 affecting the following described property (hereinafter "Parcel No. 13-012-057"):

A part of the Southeast Quarter of Section 27, Township 5 North, Range 1 West, Salt Lake Base & Meridian: Beginning on the North line of a road, said point being East 132.11 feet from the South Quarter corner of Section 27; thence North 199.62 feet, more or less, to the Southerly line of a state road; thence South 64 degrees 51'50" East 84.40 feet and Southeasterly 247.2 feet along said Southerly line of a state road; thence South 35.20 feet, more or less, to the North line of a road; thence West 226.2 feet, thence South 30.96 feet; thence West 76.41 feet, more or less, to the point of beginning.

The legal description for the property within Parcel No. 13-012-0057 subject to the PCS Site Agreement ("the Site") is as follows:

Beginning at the Southwest corner of the SE1/4 Sec. 27, T.5 N., R. 1 W., SLM; thence North 212 feet to the Southerly line of State Highway #U-60; thence South 63 degrees 47' East 184 feet along said line of Highway; thence South 131.6 feet to the section line; thence West 165 feet to the point of beginning. (Containing approximately 0.012 acres)

Parcel No. 13-012-0057 has a street address of 1589 East, South Weber Drive, South Weber, Utah.





**Assigned Lease**

2. The Assignors assign and transfer to the Assignees all of the Assignor's right, title, and interest in and to the Lease and the Premises, subject to all the terms and conditions contained in the lease.

**Effective date**

3. This Assignment takes effect on July 8, 2020 (the "Effective date"), and continues until the present term of the lease expires on April 17, 2051.

**Assignor's Interest**

4. The Assignors covenant that;
- a. The Assignors are the lawful and sole owners of the interest assigned under this Assignment;
  - b. This interest is free from all encumbrances; and
  - c. The Assignors have performed all duties and obligations and made all payments required under the terms and conditions of the Lease.

**Breach of Lease by the Assignee**

5. Consent to this Assignment will not discharge the Assignors of their obligations under the Lease in the event of a breach by the Assignees.

**Governing Law**

6. It is the intention of the parties that this Assignment, and all suits and special proceedings under this Assignment, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Utah, without regard to the jurisdiction in which any action or special proceeding may be instituted.

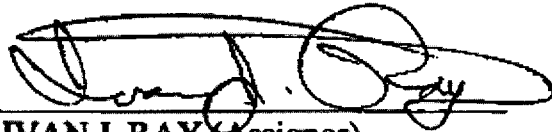
**Miscellaneous Provisions**

7. This Assignment incorporates and is subject to the Lease, a copy of which is attached hereto, and which is hereby referred to and incorporated as if it were set out at length. The Assignees agree to assume all of the obligations and responsibilities of the Assignors under the Lease.
8. This Assignment will be binding upon and inure to the benefit of the parties, their successors, assigns, personal representatives, beneficiaries, executors, administrators, and heirs, as the case may be.
9. All rents and other charges accrued under the Lease prior to the Effective date will be fully paid by the Assignors, and by the Assignees after the Effective Date. The Assignees will also be responsible for assuming and performing all other duties

2 11A

and obligations required under the terms and conditions of the Lease after the Effective Date.

IN WITNESS WHEREOF the Assignors and Assignees have duly affixed their signatures under hand and seal on this 8<sup>th</sup> day of July, 2020.



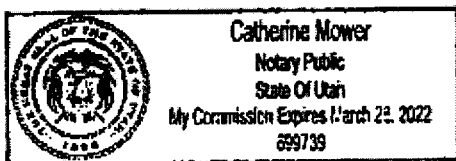
IVAN J. RAY (Assignor)



SHIRLEY B. RAY (Assignor)

STATE OF UTAH            )  
  : SS  
COUNTY OF WEBER        )

The foregoing Quit Claim Deed was subscribed and sworn to before (Name of notary) Catherine Mower, this 8<sup>th</sup> day of July, in the year 2020 by IVAN J. RAY and SHIRLEY B. RAY, whose signatures appear above.

  
NOTARY PUBLIC

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TAX NOTICE TO:**

Zack L. Winzeler  
Parsons Behle & Latimer  
201 South Main Street, Suite 1800  
Salt Lake City, Utah 84111

A.P.N.: 13-012-0057

---

**PARTIAL ASSIGNMENT AND ACCEPTANCE OF PCS SITE AGREEMENT**

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1. The Rays and MajorCo, L.P. ("Original Lessee") entered into that certain PCS Site Agreement dated April 17, 1996 (the "Original Agreement") whereby Original Lessee leased certain real property, together with access and utility easements, located in South Weber, Davis County, State of Utah, from Original Lessors, all located within Parcel No. 13-012-0057 (as defined below), for the construction and operation of a cellular phone tower.

2. The Original Agreement was amended by a Letter Agreement dated August 8, 2008 ("First Amendment"), and amended again by a Second Amendment to PCS Site Agreement dated May 5, 2011 ("Second Amendment") (the Original Agreement, First Amendment, and Second Amendment are collectively referred to as the "PCS Site Agreement").

3. A Memorandum of Second Amendment to PCS Site Agreement was recorded in the Davis County Recorder's Office on February 2, 2012, as Entry No. 2641507, in Book 5450 beginning at Page 491 affecting the following described property (hereinafter "Parcel No. 13-012-0057"):

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4. The legal description for the property within Parcel No. 13-012-0057 subject to the PCS Site Agreement (the "Site") is as follows:

Beginning at the southwest corner of the SE1/4 Sec. 27, T.5 N., R. 1 W., SLM; thence north 212 feet to the southerly line of State Highway #U-60; thence South 63 degrees 47' East 184 feet along said line of Highway; thence South 131.6 feet to the section line; thence West 165 to the point of beginning. (Containing approximately 0.012 acres)

Parcel No. 13-012-0057 has a street address of 1589 East South Weber Drive, South Weber, Utah.

5. STC Five LLC (c/o Crown Castle USA Inc.) ("**Current Lessee**") is the current lessee under the PCS Site Agreement.

6. On or about April 9, 2019, the Rays entered into a Commercial Real Estate Purchase Contract ("**Purchase Contract**") in which they agreed to sell Parcel No. 13-012-0057 and Parcel No. 13-012-0061 (the "**Purchase Contract Property**") to True Homes. The Purchase Agreement excluded the PCS Site Agreement from the sale of the Purchase Contract Property to True Homes.

7. On or about March 30, 2020 (the "**Effective Date**"), the Rays and True Homes closed on the Purchase Contract, and the Rays conveyed the Purchase Contract Property to True Homes by Warranty Deed dated March 30, 2020 ("**Warranty Deed**"). The Warranty Deed was recorded in the Davis County Recorder's Office on March 31, 2020, as Entry No. 3238662 in Book 7481 beginning at Page 3353.

8. The Warranty Deed did not exclude the PCS Site Agreement, despite the Rays' and True Homes' intention in the Purchase Contract to do so. This Assignment is intended to memorialize and provide record notice of the Rays' and True Homes' agreement that the Rays would retain their rights, title, and interest in and to the rents, income and profits under the PCS Site Agreement.

**NOW THEREFORE**, for and in consideration of the foregoing Recitals, and the mutual covenants contained herein, and for such other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby expressly acknowledged by Assignor and Assignees, and intending to be legally bound hereby, Assignor and Assignees do hereby specifically covenant and agree as follows:

a. Assignment. Assignor hereby assigns, transfers, and sets over to Assignees, their successors, assigns and heirs, all of Assignor's right, title, and interest in and to the rents, income and profits under the PCS Site Agreement. This assignment allows the Assignees to continue receiving the rental payments under the PCS Site Agreement throughout the term of the PCS Site Agreement, including all renewal periods provided for in the PCS Site Agreement. Assignees shall not have the right to extend the PCS Site Agreement or to enter into any new agreements relating to Parcel No. 13-012-0057. If the Lessee exercises its Expansion Option, as that term is defined in the PCS Site Agreement, Assignees shall continue receiving the rental payments under the PCS Site Agreement for any such expansion.

b. Acceptance. Assignees hereby accept the foregoing assignment.

c. **Lease Obligations.** Assignor shall perform all obligations, covenants, and agreements on the part of the landlord under the PCS Site Agreement to be performed or observed from and after the Effective Date. Assignees hereby agree to indemnify, hold harmless and defend Assignor from and against any and all obligations, liabilities, costs and claims arising as a result of Assignees' acts or failures to act under the PCS Site Agreement that are attributable to the period of time prior to the Effective Date, other than such acts or failures to act as are attributable to Assignor. Assignor hereby agrees to indemnify, hold harmless and defend Assignees from and against any and all obligations, liabilities, costs and claims arising as a result of Assignor's acts or failures to act under the PCS Site Agreement that are attributable to the period of time from and after the Effective Date, other than such acts or failures to act as are attributable to Assignor.

d. **Non-Circumvention.** To avoid circumvention of this Assignment, prior to April 17, 2051 Assignor and any of its assigns or successors-in-interest are prohibited from executing a new lease agreement (*i.e.*, an agreement akin to the PCS Site Agreement) with Current Lessee or any of its assigns or successors-in-interest for any property included within the Site or the Additional Lease Area, as those terms are defined in the PCS Site Agreement and its amendments.

e. **Notices.** Notices and other communications shall be sent to Assignor and Assignees to the following addresses:

Assignor: True Homes, LLC  
68 North 700 West  
Kaysville, Utah 84037

With a copy to: Fetzer Simonsen Booth Jenkins  
Attn: Bryan H. Booth  
50 West Broadway, Ste. 1200  
Salt Lake City, Utah 84101

Assignees: Ivan J. Ray  
7268 South 1600 East  
South Weber, UT 84405

With a copy to: Parsons Behle & Latimer  
Attn: Zack L. Winzeler  
201 South Main Street, Suite 1800  
Salt Lake City, Utah 84111

f. **Severability.** If any term or provision of this Assignment is invalid, illegal, or incapable of being enforced by virtue of any federal or state law, or public policy, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect so long as the legal substance of the transaction contemplated hereby is not affected in any manner materially adverse to any of the parties to this Assignment. Upon such determination that any such term or provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

g. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Utah, without regard to conflict of law rules.

h. No Third-Party Beneficiaries. Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person, other than the named parties to this Assignment, any rights, remedies, obligations, or liabilities.

i. Binding Effect. This Assignment and the obligations of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, heirs and assigns.

j. Assignment. Nothing herein shall prevent the Assignees from assigning or transferring their beneficial interests in the PCS Site Agreement obtained by this Assignment in the future. Assignees shall provide written notice of such assignment to Assignor.

k. Entire Agreement. This Assignment and all related exhibits represents the entire understanding and agreement between Assignor and Assignees with respect to the subject matter hereof, and no modification, waiver, amendment, discharge or change of this Assignment shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

l. Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Assignment delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.


m. Recording. Assignor and Assignees agree that this Assignment shall be recorded against Parcel No. 13-012-0057 as record notice of Assignees' continued interest in the rent payments under the PCS Site Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor and Assignees have caused this Partial Assignment and Acceptance of PCS Site Agreement to be duly executed as of the date first above written.

**ASSIGNOR:**

**TRUE HOMES, LLC,**  
a Utah limited liability company

By:   
Name: Robert Edwards  
Title: MANAGER

**ACKNOWLEDGEMENT**

STATE OF UTAH            )  
                                  ): ss.  
COUNTY OF: DAVIS    )

The foregoing instrument was acknowledged before me this 9 day of <sup>May</sup>~~April~~ 2020, by Robert Edwards, in his/her capacity as Manager of True Homes, LLC, a Utah limited liability company.

WITNESS my hand and official seal.

Signature Ashlyn Jackson

(Seal)



ASSIGNEES:

*Ivan J. Ray*  
Ivan J. Ray

*Shirley Ray*  
Shirley Ray

LouAnn Ray, as Trustee of the LouAnn Ray Family Trust U/A/D September 9, 2014

By: *LouAnn Ray Trustee*  
LouAnn Ray  
Trustee

ACKNOWLEDGEMENT

STATE OF UTAH )  
 ) : ss.  
COUNTY OF: Neeker )

The foregoing instrument was acknowledged before me this 6th day of May 2020, by Ivan J. Ray and Shirley Ray.

WITNESS my hand and official seal.

Signature *Bree Wardell* (Seal)



STATE OF UTAH )  
 ) : ss.  
COUNTY OF: Neeker )

The foregoing instrument was acknowledged before me this 6th day of May 2020, by LouAnn Ray, as Trustee of the LouAnn Ray Trust U/A/D September 9, 2014.

WITNESS my hand and official seal.

Signature *Bree Wardell* (Seal)





RETURNED

JUL 09 2020

3269556  
BK 7550 PG 2426

E 3269556 B 7550 P 2426-2435  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
07/09/2020 04:44 PM  
FEE \$40.00 Pgs: 10  
DEP RTT REC'D FOR IVAN RAY

E 3254897 B 7520 P 2972-2977

Mail Tax Notice to:  
Ivan J. Ray  
Shirley Ray  
7268 South 1600 East  
South Weber, Utah 84405  
Tax Serial No., 13-012-0057

**ASSIGNMENT OF ASSIGNOR'S INTEREST IN THAT "PARTIAL  
ASSIGNMENT AND ACCEPTANCE OF PCS SITE AGREEMENT"**

dated this 9<sup>th</sup> day of July, 2020.

IVAN J. RAY and SHIRLEY RAY  
(Assignors)

**OF THE FIRST PART**

**-AND-**

IVAN J. RAY and SHIRLEY RAY, as Trustees of the IVAN & SHIRLEY  
RAY REVOCABLE FAMILY TRUST  
(Assignees)

**OF THE SECOND PART**

**Background**

- A. This is an agreement (the "Assignment") to assign the Assignor's portion of a lease in real property according to the terms specified below.
- B. The Assignors, IVAN J. RAY and SHIRLEY RAY, wish to assign and transfer to Assignees as Trustees of the IVAN RAY & SHIRLEY RAY REVOCABLE FAMILY TRUST, their interest in that PARTIAL ASSIGNMENT AND ACCEPTANCE OF PCS SITE AGREEMENT (the "Lease") dated May 6, 2020, and executed by the Assignors as co-Lessors with LouAnn Ray, and by True

MA 17

Homes L.L.C. as Lessee.

**IN CONSIDERATION OF** the Assignors agreeing to assume the Lease for the Premises, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties agree to keep, perform and fulfill the promises, conditions and agreements below:

**Premises**

1. The Lease governs the rental of the following described premises (The "Premises") by the Assignors: IVAN J. RAY and SHIRLEY RAY. A Memorandum of Second Amendment to PCS Site Agreement was recorded in the Davis County Recorder's Office on February 2, 2012, as Entry No. 2641507, in Book 5450 beginning at page 491 affecting the following described property (hereinafter "**Parcel No. 13-012-0057**"):

A part of the Southeast Quarter of Section 27, Township 5 North, Range 1 West, Salt Lake Base & Meridian: Beginning on the North line of a road, said point being East 132.11 feet from the South Quarter corner of Section 27; thence North 199.62 feet, more or less, to the Southerly line of a state road; thence South 64 degrees 51'50" East 84.40 feet and Southeasterly 247.2 feet along said Southerly line of a state road; thence South 35.20 feet, more or less, to the North line of a road; thence West 226.2 feet, thence South 30.96 feet; thence West 76.41 feet, more or less, to the point of beginning.

The legal description for the property within **Parcel No. 13-012-0057** subject to the PCS Site Agreement ("the Site") is as follows:

Beginning at the Southwest corner of the SE1/4 Sec. 27, T.5 N., R. 1 W., SLM; thence North 212 feet to the Southerly line of State Highway #U-60; thence South 63 degrees 47' East 184 feet along said line of Highway; thence South 131.6 feet to the section line; thence West 165 feet to the point of beginning. (Containing approximately 0.012 acres)

**Parcel No. 13-012-0057** has a street address of 1589 East, South Weber Drive, South Weber,



Utah.

**Assigned Lease**

2. The Assignors assign and transfer to the Assignees all of the Assignor's right, title, and interest in and to the Lease and the Premises, subject to all the terms and conditions contained in the lease.

**Effective date**

3. This Assignment takes effect on July 9, 2020 (the "Effective date"), and continues until the present term of the lease expires on April 17, 2051.

**Assignor's Interest**

4. The Assignors covenant that;
  - a. The Assignors are the lawful and sole owners of the interest assigned under this Assignment;
  - b. This interest is free from all encumbrances; and
  - c. The Assignors have performed all duties and obligations and made all payments required under the terms and conditions of the Lease.

**Breach of Lease by the Assignee**

5. Consent to this Assignment will not discharge the Assignors of their obligations under the Lease in the event of a breach by the Assignees.

**Governing Law**

6. It is the intention of the parties that this Assignment, and all suits and special proceedings under this Assignment, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Utah, without regard to the jurisdiction in which any action or special proceeding may be instituted.

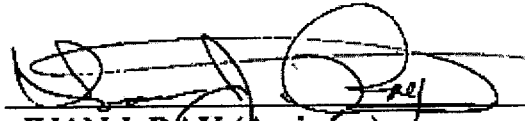
**Miscellaneous Provisions**

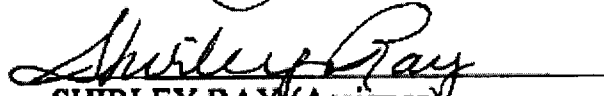
7. This Assignment incorporates and is subject to the Lease, a copy of which is attached hereto, and which is hereby referred to and incorporated as if it were set out at length. The Assignees agree to assume all of the obligations and responsibilities of the Assignors under the Lease.
8. This Assignment will be binding upon and inure to the benefit of the parties, their successors, assigns, personal representatives, beneficiaries, executors, administrators, and heirs, as the case may be.

*D. M. D.*

9. All rents and other charges accrued under the Lease prior to the Effective date will be fully paid by the Assignors, and by the Assignees after the Effective Date. The Assignees will also be responsible for assuming and performing all other duties and obligations required under the terms and conditions of the Lease after the Effective Date.

IN WITNESS WHEREOF the Assignors and Assignees have duly affixed their signatures under hand and seal on this 9<sup>th</sup> day of July, 2020.

  
IVAN J. RAY (Assignor)

  
SHIRLEY RAY (Assignor)

STATE OF UTAH            )  
                                      : SS  
COUNTY OF WEBER        )

The foregoing Quit Claim Deed was subscribed and sworn to before (Name of notary) Catherine Mower, this 9<sup>th</sup> day of July, in the year 2020 by IVAN J. RAY and SHIRLEY RAY, whose signatures appear above.



  
NOTARY PUBLIC

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TAX NOTICE TO:**

Zack L. Winzeler  
Parsons Behle & Latimer  
201 South Main Street, Suite 1800  
Salt Lake City, Utah 84111

A.P.N.: 13-012-0057

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**PARTIAL ASSIGNMENT AND ACCEPTANCE OF PCS SITE AGREEMENT**

THIS PARTIAL ASSIGNMENT AND ACCEPTANCE OF PCS SITE AGREEMENT ("Assignment") is entered into between True Homes, LLC, a Utah limited liability company (the "Assignor" or "True Homes"), and Ivan J. Ray, Shirley Ray, and LouAnn Ray, as Trustee of the LouAnn Ray Trust U/A/D September 9, 2014, of South Weber, Davis County, State of Utah (the "Assignees" or the "Rays"). Assignor and Assignees agree to the following:

1. The Rays and MajorCo, L.P. ("Original Lessee") entered into that certain PCS Site Agreement dated April 17, 1996 (the "Original Agreement") whereby Original Lessee leased certain real property, together with access and utility easements, located in South Weber, Davis County, State of Utah, from Original Lessors, all located within Parcel No. 13-012-0057 (as defined below), for the construction and operation of a cellular phone tower.

2. The Original Agreement was amended by a Letter Agreement dated August 8, 2008 ("First Amendment"), and amended again by a Second Amendment to PCS Site Agreement dated May 5, 2011 ("Second Amendment") (the Original Agreement, First Amendment, and Second Amendment are collectively referred to as the "PCS Site Agreement").

3. A Memorandum of Second Amendment to PCS Site Agreement was recorded in the Davis County Recorder's Office on February 2, 2012, as Entry No. 2641507, in Book 5450 beginning at Page 491 affecting the following described property (hereinafter "Parcel No. 13-012-0057"):

A part of the Southeast Quarter of Section 27, Township 5 North, Range 1 West, Salt Lake Base & Meridian: Beginning on the North line of a road, said point being East 132.11 feet from the South Quarter corner of Section 27; thence North 199.62 feet, more or less, to the Southerly line of a state road; thence South 64°51'50" East 84.40 feet and Southeasterly 247.2 feet along said Southerly line of a state road; thence South 35.20 feet, more or less, to the North line of a road; thence West 226.2 feet, thence South 30.96 feet; thence West 76.41 feet, more or less, to the point of beginning.

4. The legal description for the property within Parcel No. 13-012-0057 subject to the PCS Site Agreement (the "Site") is as follows:

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Parcel No. 13-012-0057 has a street address of 1589 East South Weber Drive, South Weber, Utah.

5. STC Five LLC (c/o Crown Castle USA Inc.) ("Current Lessee") is the current lessee under the PCS Site Agreement.

6. On or about April 9, 2019, the Rays entered into a Commercial Real Estate Purchase Contract ("Purchase Contract") in which they agreed to sell Parcel No. 13-012-0057 and Parcel No. 13-012-0061 (the "Purchase Contract Property") to True Homes. The Purchase Agreement excluded the PCS Site Agreement from the sale of the Purchase Contract Property to True Homes.

7. On or about March 30, 2020 (the "Effective Date"), the Rays and True Homes closed on the Purchase Contract, and the Rays conveyed the Purchase Contract Property to True Homes by Warranty Deed dated March 30, 2020 ("Warranty Deed"). The Warranty Deed was recorded in the Davis County Recorder's Office on March 31, 2020, as Entry No. 3238662 in Book 7481 beginning at Page 3353.

8. The Warranty Deed did not exclude the PCS Site Agreement, despite the Rays' and True Homes' intention in the Purchase Contract to do so. This Assignment is intended to memorialize and provide record notice of the Rays' and True Homes' agreement that the Rays would retain their rights, title, and interest in and to the rents, income and profits under the PCS Site Agreement.

**NOW THEREFORE**, for and in consideration of the foregoing Recitals, and the mutual covenants contained herein, and for such other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby expressly acknowledged by Assignor and Assignees, and intending to be legally bound hereby, Assignor and Assignees do hereby specifically covenant and agree as follows:

a. **Assignment.** Assignor hereby assigns, transfers, and sets over to Assignees, their successors, assigns and heirs, all of Assignor's right, title, and interest in and to the rents, income and profits under the PCS Site Agreement. This assignment allows the Assignees to continue receiving the rental payments under the PCS Site Agreement throughout the term of the PCS Site Agreement, including all renewal periods provided for in the PCS Site Agreement. Assignees shall not have the right to extend the PCS Site Agreement or to enter into any new agreements relating to Parcel No. 13-012-0057. If the Lessee exercises its Expansion Option, as that term is defined in the PCS Site Agreement, Assignees shall continue receiving the rental payments under the PCS Site Agreement for any such expansion.

b. **Acceptance.** Assignees hereby accept the foregoing assignment.

c. Lease Obligations. Assignor shall perform all obligations, covenants, and agreements on the part of the landlord under the PCS Site Agreement to be performed or observed from and after the Effective Date. Assignees hereby agree to indemnify, hold harmless and defend Assignor from and against any and all obligations, liabilities, costs and claims arising as a result of Assignees' acts or failures to act under the PCS Site Agreement that are attributable to the period of time prior to the Effective Date, other than such acts or failures to act as are attributable to Assignor. Assignor hereby agrees to indemnify, hold harmless and defend Assignees from and against any and all obligations, liabilities, costs and claims arising as a result of Assignor's acts or failures to act under the PCS Site Agreement that are attributable to the period of time from and after the Effective Date, other than such acts or failures to act as are attributable to Assignor.

d. Non-Circumvention. To avoid circumvention of this Assignment, prior to April 17, 2051 Assignor and any of its assigns or successors-in-interest are prohibited from executing a new lease agreement (*i.e.*, an agreement akin to the PCS Site Agreement) with Current Lessee or any of its assigns or successors-in-interest for any property included within the Site or the Additional Lease Area, as those terms are defined in the PCS Site Agreement and its amendments.

e. Notices. Notices and other communications shall be sent to Assignor and Assignees to the following addresses:

Assignor: True Homes, LLC  
68 North 700 West  
Kaysville, Utah 84037

With a copy to: Fetzer Simonsen Booth Jenkins  
Attn: Bryan H. Booth  
50 West Broadway, Ste. 1200  
Salt Lake City, Utah 84101

Assignees: Ivan J. Ray  
7268 South 1600 East  
South Weber, UT 84405

With a copy to: Parsons Behle & Latimer  
Attn: Zack L. Winzeler  
201 South Main Street, Suite 1800  
Salt Lake City, Utah 84111

f. Severability. If any term or provision of this Assignment is invalid, illegal, or incapable of being enforced by virtue of any federal or state law, or public policy, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect so long as the legal substance of the transaction contemplated hereby is not affected in any manner materially adverse to any of the parties to this Assignment. Upon such determination that any such term or provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

g. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Utah, without regard to conflict of law rules.

h. No Third-Party Beneficiaries. Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person, other than the named parties to this Assignment, any rights, remedies, obligations, or liabilities.

i. Binding Effect. This Assignment and the obligations of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, heirs and assigns.

j. Assignment. Nothing herein shall prevent the Assignees from assigning or transferring their beneficial interests in the PCS Site Agreement obtained by this Assignment in the future. Assignees shall provide written notice of such assignment to Assignor.

k. Entire Agreement. This Assignment and all related exhibits represents the entire understanding and agreement between Assignor and Assignees with respect to the subject matter hereof, and no modification, waiver, amendment, discharge or change of this Assignment shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

l. Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Assignment delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

m. Recording. Assignor and Assignees agree that this Assignment shall be recorded against Parcel No. 13-012-0057 as record notice of Assignees' continued interest in the rent payments under the PCS Site Agreement.

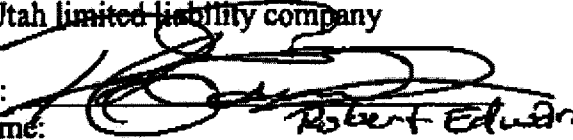
[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the Assignor and Assignees have caused this Partial Assignment and Acceptance of PCS Site Agreement to be duly executed as of the date first above written.

**ASSIGNOR:**

**TRUE HOMES, LLC,**  
a Utah limited liability company

By:   
Name: Robert Edwards  
Title: MANAGER

**ACKNOWLEDGEMENT**

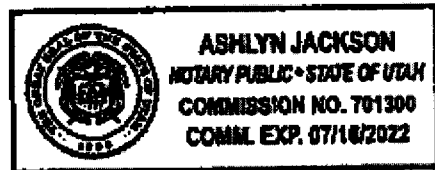
STATE OF UTAH                    )  
  ): ss.  
COUNTY OF: DAVIS         )

The foregoing instrument was acknowledged before me this 9 day of <sup>May</sup> ~~April~~ 2020, by Robert Edwards, in his/her capacity as Manager of True Homes, LLC, a Utah limited liability company.

WITNESS my hand and official seal.

Signature Ashlyn Jackson

(Seal)



ASSIGNEES:

Ivan J. Ray  
Ivan J. Ray

Shirley Ray  
Shirley Ray

LouAnn Ray, as Trustee of the LouAnn Ray Family Trust U/A/D September 9, 2014

By: LouAnn Ray Trustee  
LouAnn Ray  
Trustee

ACKNOWLEDGEMENT

STATE OF UTAH )  
 )  
COUNTY OF: Neeker ) : ss.

The foregoing instrument was acknowledged before me this 6th day of May 2020, by Ivan J. Ray and Shirley Ray.

WITNESS my hand and official seal.

Signature Bree Wardell (Seal)

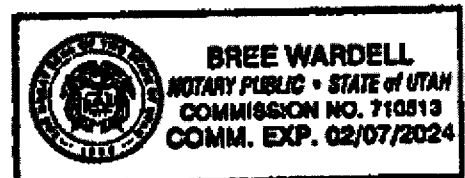


STATE OF UTAH )  
 )  
COUNTY OF: Neeker ) : ss.

The foregoing instrument was acknowledged before me this 6th day of May 2020, by LouAnn Ray, as Trustee of the LouAnn Ray Trust U/A/D September 9, 2014.

WITNESS my hand and official seal.

Signature Bree Wardell (Seal)





**State of Utah**  
**Department of Transportation**

13-012-0074  
13-030-0003  
13-012-0057

**Cross Access Easement**

E 3446323 B 7915 P 1480-1484  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
12/29/2021 02:16 PM  
FEE \$40.00, Pgs: 5

This Cross Access Easement ("Agreement"), by and between True Homes LLC ("Property Owner") and RHETT REISBECK Rebecca R. Edwards ("Adjacent Property") describes the terms and conditions of access connections in the Utah Department of Transportation ("Department") Right-of-Way.

**RECITALS**

WHEREAS, Property Owner has received access approval to improve its property identified as Parcel # 13-030-0003, 13-012-0052, located at 1579 E South Weber Drive in City of South Weber, County of Davis, State of Utah, and described in the attached Exhibit; and

WHEREAS, as a condition of this access approval, Property Owner is required to enter into an agreement to create a cross access easement on its property to allow for ingress and egress between its property and the adjacent property located at 7406 S. 1550 E.; and

WHEREAS, the purpose of the easement is to allow traffic flow between the properties in one access and onto 1550 East so as to relieve congestion and to create less traffic hazards; and

WHEREAS, at this time, the Adjacent Property is not seeking access approval, and the owner of that property is willing to grant a mutual cross access easement at this time to connect the two properties. As required by the Department, the Parties agree to grant an easement as set forth in this Agreement; and

WHEREAS, the attached Exhibit describes the approximate location of the cross access easement.

**AGREEMENT**

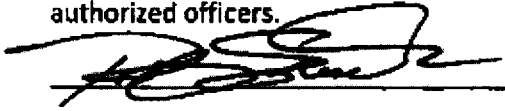
The Parties agree to the following:

- (1) In fulfillment of the requirements imposed as a condition of access approval, the Property Owner agrees, to grant a cross access easement provided that the Adjacent Property likewise grants a similar cross access easement over its property.
- (2) The Property Owner agrees to grant the cross access easement and to execute all necessary documents to create the cross access easement.
- (3) The easements to be created shall burden and benefit the parcels. The easements shall run with the land and shall be binding on and shall insure to the benefit of the Property Owner, their respective heirs, successors or assigns and the Adjacent Property, their respective heirs, successors or assigns.
- (4) The easements to be created shall continue until expressly terminated by written agreement between the parties, the successors, or the assigns. Any agreement to terminate or modify the easements to be created shall be approved in writing by the Department.
- (5) The Property Owner agrees to make the necessary improvements to its property to allow the ingress and egress as set forth herein within a reasonable time after the creation of the cross access easements.

- (6) The Property Owner agrees to maintain the easement area that will be located within its property in a reasonable manner and at its sole expense.
- (7) The Adjacent Property agrees to maintain the easement area that will be located within its property in a reasonable manner and at its sole expense.
- (8) Any violation or breach of this Agreement shall be considered a breach of the access permit, and the Department shall have the authority to enforce this Agreement in any manner permitted by law.
- (9) This Agreement to create a cross access easement shall be recorded with the County Recorder's office by the Property Owner.
- (10) **MISCELLANEOUS**
  - a) Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of the Agreement at the request of the other party.
  - b) This Agreement does not create any type of agency relationship, joint venture, or partnership between the Department and the Property Owner.
  - c) The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.
  - d) This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Agreement warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective party and to bind such party.
  - e) If any portion of this Agreement is held to be invalid or unenforceable for any reason by a court of competent jurisdiction, such invalidity or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid or unenforceable provision had never been included.
  - f) The effective date of this Agreement is the date signed by the last party.

.....

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized officers.

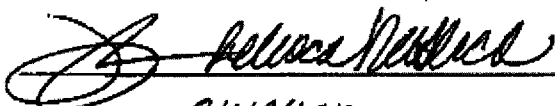
  
\_\_\_\_\_

Title: MANAGER

TAKE HOMES

Date: 10/10/2021

Printed Name: Robert Edwards

  
\_\_\_\_\_

Title: OWNER

Date: 10/13/2021

Printed Name: RHETT REISBECK Rebecca Reibeck

**ACKNOWLEDGMENT**

State of Utah

County of DAVIS

On this 13 day of OCTOBER, in the year 2021, before

me, DIXON P. REISBECK a notary public, personally appeared


RHETT REISBECK Rebecca Reibeck, <sup>Reibeck</sup> proved on the basis of satisfactory evidence to be the

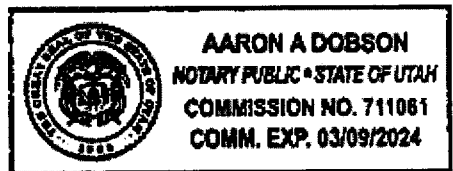
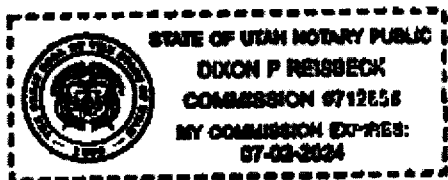
person whose name is subscribed to this instrument, and acknowledged (he/she) executed the same.

Witness my hand and official seal.

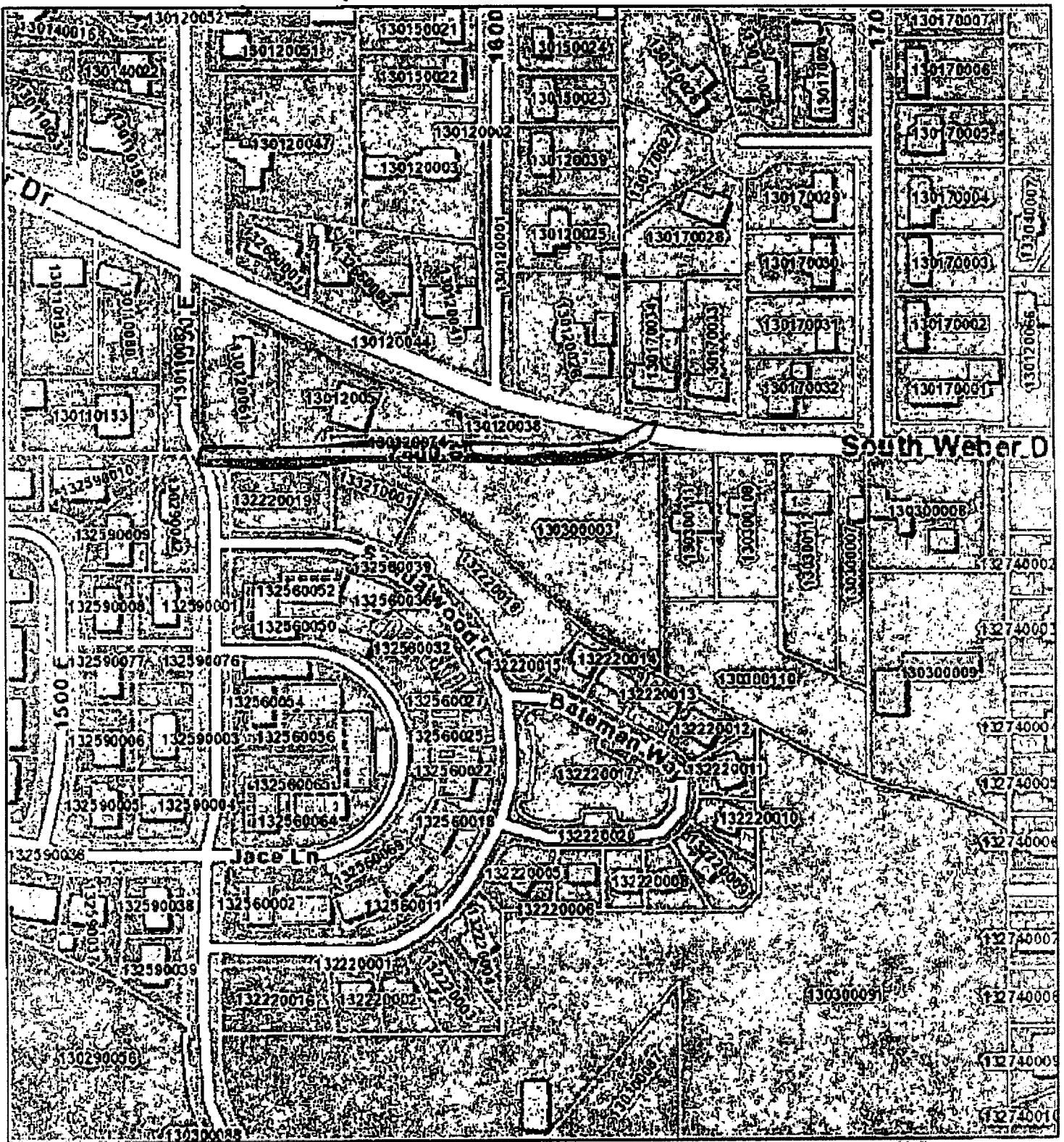
In the County of Davis, State of Utah  
Subscribed and sworn to before me on 10-10-21

  
\_\_\_\_\_

  
Notary Signature and seal  
for Robert Edwards

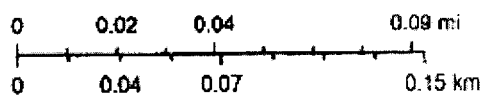


# EXHIBIT A

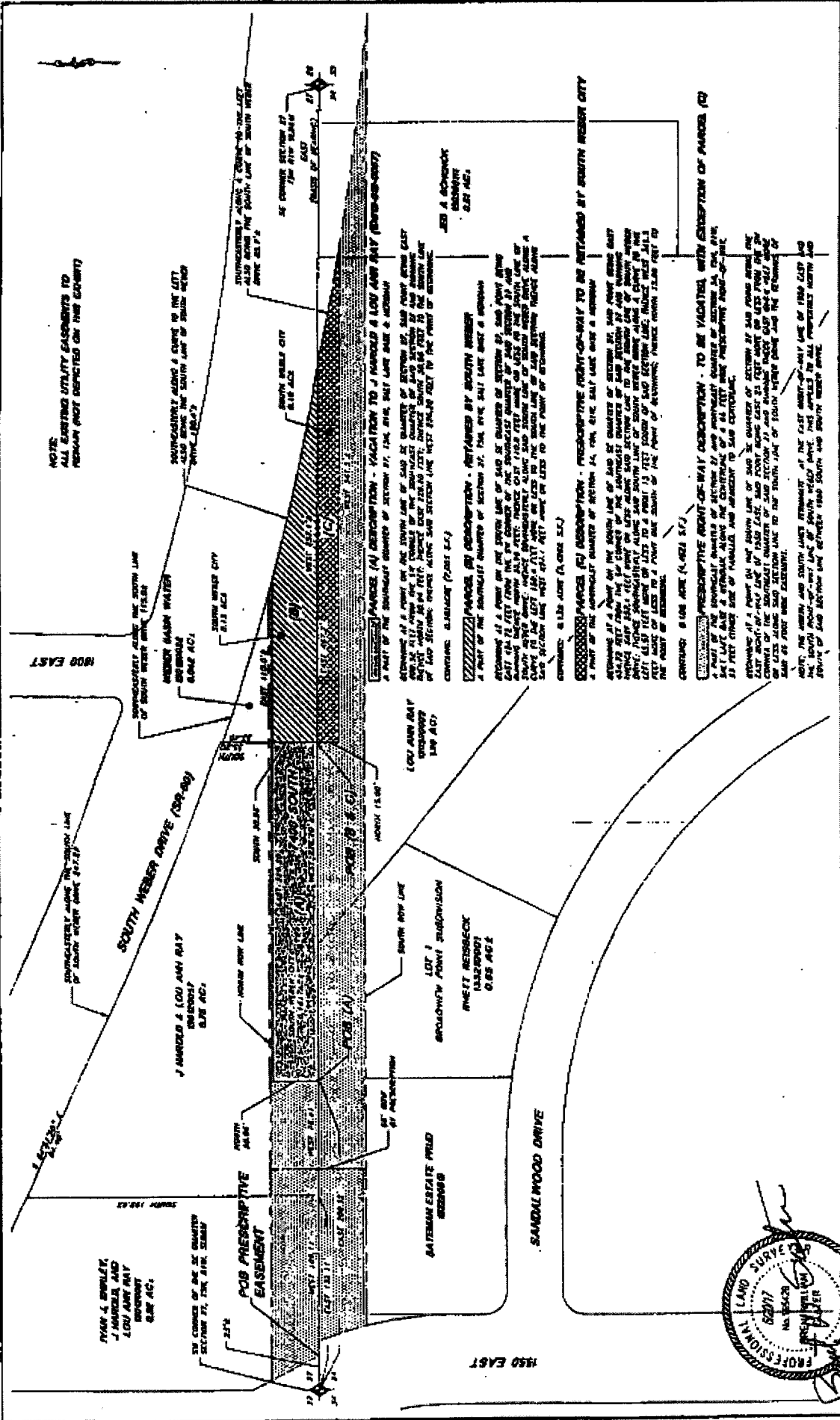


October 11, 2021

1:3,708



*[Handwritten signature]*



**CONSULTING ENGINEERS**  
**IGNES & ASSOCIATES**  
141 East Main Street  
Salt Lake City, Utah 84111

**EXHIBIT 'A'**

**SOUTH WEBER DRIVE TO 1500 EAST**

**PROFESSIONAL LAND SURVEY**  
**STATE OF UTAH**  
**NO. 8808**  
**DATE: 12/15/2011**  
**BY: [Signature]**

13-012-0061  
13-012-0057  
13-321-0001

3471885  
BK 7993 PG 183

E 3471885 B 7993 P 183-183  
RICHARD T. NAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
04/21/2022 10:37 AM  
FEE \$40.00 Pgs: 6  
DEP RTT REC'D FOR ROBERT EDWARDS

## Shared Access Agreement

This Shared Access Agreement ("Agreement"), by and between **TRUE HOMES LLC** ("Property Owner 1") and **RHETT AND REBECCA REISBECK** ("Property Owner 2") describes the terms and conditions of the Agreement.

### Recitals

Whereas, Property Owners have agreed to a Shared Access Agreement for the following parcel #'s identified as parcel #'s 13-012-0061, 13-012-0057 and 13-321-0001, located at 1579 E South Weber Drive, South Weber, UT 84405 and 7406 South 1550 East South Weber, UT 84405. See "Exhibit A" Sophia's Haven Development.

Whereas, a portion of the parcels #'s 13-012-0061, 13-012-0057 and 13-321-0001, has been identified and agreed to be used as a Shared Access between the parties. See "Exhibit B" Shared Access Agreement.

Whereas, the purpose of the agreement is to allow traffic flow between the properties in one access and onto 1550 East improving Safety on South Weber Drive.

Whereas, the agreement is between Property Owner 1 and Property Owner 2, it is understood along with the Property Owner 1 and Property Owner 2 that the cell phone tower operator, owner of parcel # 13-0012-0074 and future owner of lot 2 and lot 3 of Sophia's Haven Subdivision shall be entitled to share the access.

Whereas, the attached exhibits "A" and "B" describe the exact locations of the Shared Access Agreement.

### Agreement

1. Property Owner 1 and Property Owner 2 agree to grant shared access on land owned by both parties.
2. The Shared Access Agreement shall benefit the parcels. The Agreement shall run with the land and shall be binding on and shall insure to the benefit of the Property Owner 1, their respective heirs, successors or assigns and the Property Owner 2, their respective heirs, successors, or assigns.
3. The Agreement shall continue into perpetuity between the parties, the successors, or the assigns.



4. The Property Owner 1 and its heirs, successors or assigns and Property Owner 2 and its heirs, successors or assigns agree to maintain the Shared Access Area that is located within its property in a reasonable manner.

5. This Shared Access Agreement shall be recorded with the County Recorder's office.

**6. MISCELLANEOUS**

- A) Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of the Agreement at the request of the other party.
- B) The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.
- C) This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Agreement warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective party and to bind such party.
- D) If any portion of this Agreement is held to be invalid or unenforceable for any reason by a court of competent jurisdiction, such invalidity or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid or unenforceable provision had never been included.
- E) The effective date of this Agreement is the date signed by the last party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized officers.

Printed Name: Rhett and Rebecca Reisbeck

Title: Owner

Date: 4/19/2022

Signature: 

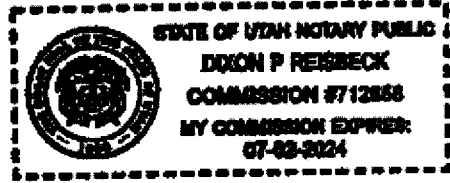
**ACKNOWLEDGEMENT**

Stat of Utah

County of DAVIS

On this 19 day of APRIL, in the year of 2022, before me, a notary public, personally appeared RHETT REISBECK Rebecca REISBECK proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledge (he/she) executed the same. Witness my hand and official seal.





IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized officers.

Printed Name: Robert Edwards

Title: Manager of True Homes

Date: 4-5-2022

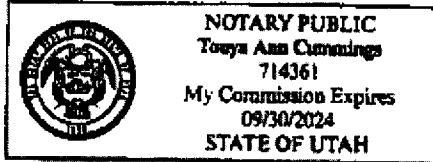
Signature: 

### ACKNOWLEDGEMENT

Stat of Utah

County of Weber

On this 5 day of April, in the year of 2022, before me, Rob Edwards a notary public, personally appeared Tonya Cummings proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledge (he/she) executed the same. Witness my hand and official seal.







**Shared Access Agreement**

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, THENCE, S 89° 45' 54" E FOR A DISTANCE OF 39 FEET TO THE POINT OF BEGINNING (SAID POINT BEING A POINT ON A CURVE):

Said curve turning to the left through an angle of 06° 43' 25", having a radius of 256.50 feet, and whose long chord bears N 24° 29' 30" W for a distance of 30.08 feet.

Thence, N 27° 51' 13" W for a distance of 4.23 feet to a point on a line.

Thence, N 90° 00' 00" E for a distance of 107.56 feet to a point on a line.

Thence, N 00° 00' 00" E for a distance of 31.87 feet to a point on a line.

Thence, N 90° 00' 00" E for a distance of 94.09 feet to a point on a line.

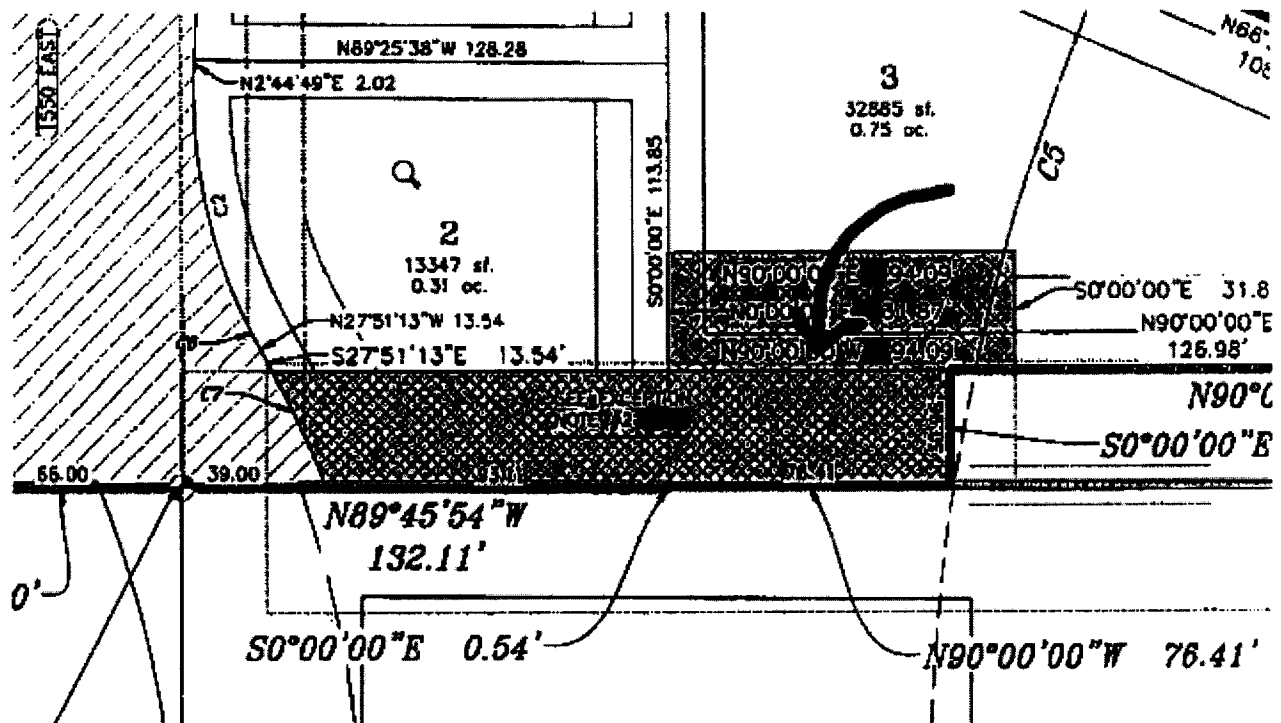
Thence, S 00° 00' 00" W for a distance of 31.87 feet to a point on a line.

Thence, N 90° 00' 00" W for a distance of 17.68 feet to a point on a line.

Thence, S 00° 00' 00" W for a distance of 30.96 feet to a point on a line.

thence S 89° 56' 45" W a distance of 169.52 feet to the POINT OF BEGINNING

CONTAINING 8,473 SQ FT OR 0.19 ACRES OF LAND.



Abstract- Serial Number: 13-012-0057

**Abstract**

Serial Number: 13-012-0057  
 Tax District: 47  
 Exempt: No  
 Tax Name & Address for Tax Year ADDYR: TRUE HOMES LLC  
 2074 EAST NEWCASTLE DR  
 SANDY, UT 840931623  
 Situs Address: 1587 E SOUTH WEBER DR  
 SOUTH WEBER 84405  
 Parcel Dates: 07/17/1996  
 to  
 Acres: 0.748

**Dedication Plat**

Plat: null

**Parent / Child**

Parent 13-012-0027  
 Parent 13-012-0028

**Legal Description**

A PART OF THE SE 1/4 OF SEC 27-T5N-R1W, SLB&M; BEG ON THE N LINE OF A ROAD, SD PT BEING E 132.11 FT FR THE S 1/4 COR OF SEC 27; TH N 199.62 FT, M/L, TO THE S'LY LINE OF A STATE ROAD; TH S 64°51'50" E 84.40 FT & SE'LY 247.2 FT ALG SD S'LY LINE OF A STATE ROAD; TH S 35.20 FT, M/L, TO THE N LINE OF A ROAD; TH W 226.2 FT; TH S 30.96 FT; TH W 76.41 FT, M/L, TO THE POB. CONT. 0.748 ACRES

Party	KOI	Entry Number	Book & Page	Inst.Date	Rec.Date & Time	Consideration	Vesting Doc.	See Also	XRefs (Book & Page)
-------	-----	--------------	-------------	-----------	-----------------	---------------	--------------	----------	---------------------

ROBERT EDWARDS ROBERT EDWARDS	AGREEMENT	3471885	7993-183	04/19/2022	04/21/2022 10:37	\$0.00		130120061	
Grantor: REISBECK, RHETT Grantor: REISBECK, REBECCA Grantor: TRUE HOMES Grantee: TO WHOM IT MAY CONCERN,									
ROBERTS EDWARDS ROBERTS EDWARDS	EASEMENT AGREEMENT	3446323	7915-148 0	10/13/2021	12/29/2021 14:16	\$0.00		130120074	3465560
Grantor: TRUE HOMES LLC. Grantor: REISBECK, RHETT Grantor: REISBECK, REBECCA Grantee: TO WHOM IT MAY CONCERN,									
IVAN RAY IVAN RAY	AGREEMENT	3269556	7550-242 6	07/09/2020	07/09/2020 16:44	\$0.00		0	2641507, 3254897
Grantor: RAY, IVAN J Grantor: RAY, SHIRLEY Grantee: RAY, IVAN J TR Grantee: RAY, SHIRLEY TR Grantee: IVAN & SHIRLEY RAY REVOCABLE FAMILY TRUST									
IVAN J RAY IVAN J RAY	ASSIGNMENT	3269076	7549-322 2	07/08/2020	07/08/2020 16:48	\$0.00		0	3254897

Grantor: RAY, IVAN J  
 Grantor: RAY, SHIRLEY B  
 Grantee: RAY, IVAN J TR  
 Grantee: RAY, SHIRLEY B TR  
 Grantee: IVAN & SHIRLEY RAY REVOCABLE FAMILY TRUST

PARSONS BEHLE & LATIMER PARTIAL ASSIGNMENT 3254897 7520-297 05/08/2020 05/26/2020 \$0.00 0 2641507, 3238662, 3269076, 3269556

PARSONS BEHLE & LATIMER  
 Grantor: TRUE HOMES LLC,  
 Grantor: RAY, IVAN J  
 Grantor: RAY, SHIRLEY  
 Grantor: RAY, LOUANN TR  
 Grantor: LOUANN RAY TRUST 09/09/2014  
 Grantee: TO WHOM IT MAY CONCERN

US TITLE COMPANY OF UTAH WARRANTY DEED 3238662 7481-335 03/30/2020 03/31/2020 \$10.00 y 130120061 3254897

US TITLE COMPANY OF UTAH  
 Grantor: RAY, IVAN J TR  
 Grantor: RAY, SHIRLEY TR  
 Grantor: RAY, LOUANN TR  
 Grantor: LOUANN RAY FAMILY TRUST 09/09/2014  
 Grantee: TRUE HOMES LLC,

IVAN RAY IVAN RAY WARRANTY DEED 3147596 7216-112 03/11/2019 03/11/2019 \$10.00 y 130120061

Grantor: RAY, LOU ANN  
 Grantor: RAY, IVAN J  
 Grantor: RAY, SHIRLEY  
 Grantee: RAY, LOUANN TR  
 Grantee: LOUANN RAY FAMILY TRUST 09/09/2014,  
 Grantee: RAY, IVAN J  
 Grantee: RAY, SHIRLEY

IVAN RAY IVAN RAY AFFIDAVIT & DEATH CERTIFICATE 3147595 7216-112 03/11/2019 03/11/2019 \$0.00 130120061 1617143, 1864865

Grantor: RAY, LOU ANN  
 Grantee: RAY, JOSEPH HAROLD AKA  
 Grantee: RAY, J HAROLD

Grantor: SOUTH WEBER CITY VACATED 3032809 6808-399 06/27/2017 07/17/2017 \$0.00 130120074

Grantee: 7400 SOUTH BETWEEN 1550 EAST AND SOUTH WEBER DRIVE  
 SOUTH WEBER CITY  
 SOUTH WEBER CITY

Grantor: RAY, LOU ANN MEMORANDUM 2641507 5450-491 05/23/2011 02/02/2012 \$0.00 3254897, 3269556

Grantor: RAY, IVAN J  
 Grantor: RAY, SHIRLEY  
 Grantor: STC FIVE LLC  
 Grantee: TO WHOM IT MAY CONCERN  
 UPF WASHINGTON INC  
 UPF WASHINGTON INC

RAY, J HAROLD RAY, J HAROLD QUIT CLAIM DEED 1617143 2699-347 07/19/2000 10/04/2000 \$10.00 0 3147595

Grantee: RAY, J HAROLD  
 Grantee: RAY, LOU ANN  
 Grantee: RAY, IVAN J  
 Grantee: RAY, SHIRLEY

Grantor: RAY, J HAROLD  
Grantor: RAY, LOU ANN

KING, SCOTT W  
KING, SCOTT W  
Grantee: TO WHOM IT  
MAY CONCERN,  
Grantor: SHARON &  
SONS INC,  
RELEASE OF  
LIEN 1375438 2229-104 01/09/1998 01/20/1998 \$0.00 0 1369284  
4 11:42

SHARON & SONS,  
INC,  
SHARON & SONS,  
INC,  
Grantee: RAYS VALLEY  
SERVICE,  
Grantor: SHARON &  
SONS INC,  
NOTICE OF  
LIEN 1369284 2218-642 12/22/1997 12/22/1997 \$3,250.00 0 1375438  
02:47

RAY, IVAN  
RAY, IVAN  
Grantee: RAY, J HAROLD  
Grantee: RAY, LOU ANN  
Grantee: RAY, IVAN J  
Grantee: RAY, SHIRLEY  
Grantor: RAY, HILMA M  
QUIT CLAIM  
DEED 1262412 2023-121 07/16/1996 07/17/1996 \$10.00 130120027  
0 03:41

BONNEVILLE TITLE  
COMPANY, INC,  
BONNEVILLE TITLE  
COMPANY, INC,  
Grantee: FONTENOT,  
WILLARD  
Grantee: FONTENOT,  
EDITH C  
Grantor: COMMUNITY  
FIRST BANK, TR,  
RECONVEYAN  
CE 1050501 1641-630 07/09/1993 07/26/1993 \$0.00 130120028 788884  
10:54

SOUTH WEBER  
CITY,  
SOUTH WEBER  
CITY,  
Grantee: SOUTH WEBER  
CITY,  
Grantor: RAY, HILMA M  
EASEMENT 975582 1502-316 05/27/1992 06/03/1992 \$0.00 130120027  
02:59

RAY, IVAN J  
RAY, IVAN J  
Grantee: RAY, J HAROLD  
Grantee: RAY, LOU ANN  
Grantee: RAY, IVAN J  
Grantee: RAY, SHIRLEY  
Grantor: RAY, HILMA M  
WARRANTY  
DEED 771992 1143-255 02/05/1987 02/06/1987 \$10.00 130120027  
02:47

RAY, IVAN J  
RAY, IVAN J  
Grantee: RAY, JOSEPH H  
Grantor: RAY, IVAN J  
AFFIDAVIT &  
DEATH  
CERTIFICATE 743727 1099-315 07/09/1986 07/10/1986 \$0.00 130120027 (570-948)  
04:36

RAY, IVAN  
RAY, IVAN  
Grantee: RAY, IVAN  
Grantor: SOUTH WEBER  
CITY,  
EASEMENT 734407 1084-119 02/11/1986 04/24/1986 \$0.00 130120027  
5 04:09

RAY, IVAN  
RAY, IVAN  
Grantee: RAY, IVAN  
Grantor: SOUTH WEBER  
CITY,  
EASEMENT 720192 1063-998 11/14/1985 11/29/1985 \$0.00 130120028  
04:09

BLACKBURN,  
TIMOTHY  
BLACKBURN,  
TIMOTHY  
Grantee: TO WHOM IT  
MAY CONCERN,  
Grantor: STAR  
MANUFACTURING CO, BY  
RELEASE 626196 919-1005 11/01/1982 11/05/1982 \$10.00 130120028 625177  
10:11



POA,

BLACKBURN, TIMOTHY W  
 NOTICE OF LIEN  
 625177 918-288 10/22/1982 10/22/1982 01:10 \$22,723.00 130120028 626196  
 BLACKBURN, TIMOTHY W  
 Grantee: RAY, IVAN J  
 Grantee: RAY, SHIRLEY  
 Grantee: RAY, J HAROLD  
 Grantee: RAY, LOUANN  
 Grantor: STAR MANUFACTURING CO.

IDEAL READY MIX INC,  
 RELEASE  
 624128 916-707 09/08/1982 10/05/1982 11:14 \$10.00 130120028 622237  
 IDEAL READY MIX INC,  
 Grantee: TO WHOM IT MAY CONCERN,  
 Grantor: CONSTRUCTION MATERIALS INC, DBA,  
 Grantor: IDEAL READY MIX INC,

IDEAL READY MIX, IDEAL READY MIX,  
 NOTICE OF LIEN  
 622237 913-843 09/03/1982 09/03/1982 02:50 \$726.79 130120028 624128  
 Grantee: RAY, IVAN J  
 Grantee: RAY, HAROLD J  
 Grantor: CONSTRUCTION MATERIALS CORP,

SOUTH WEBER WATER IMP DIST,  
 SOUTH WEBER WATER IMP DIST,  
 RESOLUTION  
 605958 888-22 11/18/1981 12/17/1981 02:10 \$0.00 122120028  
 Grantee: TO WHOM IT MAY CONCERN,  
 Grantor: SOUTH WEBER WATER IMP DIST, BY TRS,

null null 0 144-213 null \$0.00 0

This document was generated by the REDI Web System, and is not an official document. For official documents, please contact the Davis County Recorder's Office

41522 570-948  
 333350 418-44  
 259 150729  
 4 31  
 92210 2-526  
 4  
 88384 0-400  
 72002 m-192  
 45412 1-32  
 (40748 14-150) Dec  
 9-185



948 WHEN RECORDED, MAIL TO:

JOSEPH H. RAY

1577 So. Weber Drive

Box 915, Ogden, UTAH

Space Above for Recorder's Use

SE 27-5N-1E

415212

WARRANTY DEED

JOSEPH H. RAY and HILMA M. RAY, His Wife, , grantors

of Ogden , County of Weber , State of Utah,

hereby CONVEY and WARRANT to

JOSEPH H. RAY and HILMA M. RAY, His Wife, as joint tenants with full right of survivorship and not as tenants in common , grantees

of Ogden , County of Weber , State of Utah

for the sum of Ten Dollars and other valuable considerations--DOLLARS,

the following described tract of land in County, State of Utah, to-wit:

Beginning at the Southwest corner of the Southeast Quarter of Section 27, Township 5 North, Range 1 West, Salt Lake Meridian, and running thence North 212 feet to the Southerly line of State Highway #U60; thence South 63°47' East 184 feet along said line of Highway; thence South 131.6 feet to Section line; thence West 165 feet to the point of beginning, containing .65 acres, more or less.

RECORDED JUN 26 1975  
Joseph H. Ray  
Hilma M. Ray  
Davis County  
Page 144

Abstracted  
Indexed  
Filed  
On Vision

WITNESS the hands of said grantors, this 26<sup>th</sup> day of JUNE , 1975

Signed in the presence of  
Keith L. Stahl Joseph H. Ray  
Hilma M. Ray

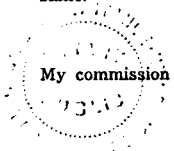
STATE OF UTAH, } ss.  
County of Davis.

On the 26<sup>th</sup> day of JUNE , 1975 personally appeared before me

JOSEPH H. RAY and HILMA M. RAY, His Wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Keith L. Stahl  
Notary Public.

My commission expires MAY 15, 1979 Residing in BOONVILLE, UTAH



APPROVED FORM — UTAH SECURITIES COMMISSION

FORM 101 - WARRANTY DEED - JULY 60, 88 W. NINTH SO., S.L.C. L-1108

Ogden 91044 B. 915

Mail Tax Notice  
Address

Ogden, Utah

Map Book No.

441

Ogden, Utah

333356

**WARRANTY DEED**

JOSEPH H. RAY AND HILMA RAY, Husband and Wife  
of Ogden County of Weber State of Utah hereby **GRANTOR**  
**CONVEY** and  
WARRANT TO J. HAROLD RAY AND LOU ANN RAY, Husband and Wife, as Joint Tenants  
with full right of survivorship and not as tenants in common.

of Ogden County of Weber State of Utah, for the sum of  
**TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS**  
the following described tract of land in Davis **GRANTEE**  
County, State of Utah. **RELIABLE**

Beginning at a point 66 feet West and 116.5 feet North of the South Quarter  
corner of Section 27, Township 5 North, Range 1 West, Salt Lake Base and  
Meridian, thence West 110 feet, thence North 230.8 feet to highway, thence  
South 80°07' East 120 feet, thence South 178.5 feet to place of beginning.

Recorded at request of *James Abstract Co.*  
Date **AUG 4 1969**  
BY *Barbara A. Hunt* Deputy  
Fee Paid \$ **2.00**  
Recorder for Davis County, Utah  
Page **541**  
Book **418**  
Sheet **173**

WITNESS the hand of said Grantor, this 29th day of July A.D. 19 69

Signed in the presence of  
*Barbara A. Hunt* *Joseph H. Ray*  
*Hilma M. Ray*

Abstracted  
 Indexed  
 Entered

STATE OF UTAH }  
County of Weber } ss. On the 30th day of July A.D. 19 69

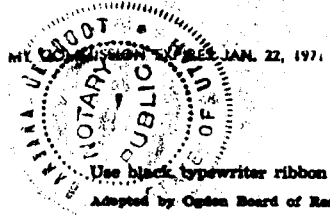
Personally appeared before me Joseph H. Ray and Hilma Ray, Husband and Wife  
the signers of the within instrument, who duly acknowledged to me that they executed the same.

Platted  
On Margin  
Compared

*Barbara A. Hunt*  
(NOTARY PUBLIC)

Residing at Ogden, Utah

My Commission Expires:  
(NOTARY SEAL)



Recording Data  
Fees \$  
Entry No.  
Platted  Indexed   
Recorded  Abstracted   
Compared  Page

7 9 1 2 2

STATE OF UTAH    ) SS  
COUNTY OF WEBER )

On the 14th day of October, 1938, personally appeared before me Henry T. Kendell and Stella L. Kendell, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My commission expires:  
May 28, 1939



Samuel H. Barker  
NOTARY PUBLIC  
Residing at Ogden, Weber  
County, State of Utah

Recorder September 21st, 1939, at 4:17 P. M.

Abstracted 5/22/1

M-192

Alice Hess County Recorder

No. 72062

RIGHT-OF-WAY CONTRACT

Eva Ellen Ray, (unmarried), Grantor, of South Weber, County of Davis, State of Utah, hereby convey to the Town of Roy, a municipal corporation, of Weber County, State of Utah, its successors and assigns, for the sum of One Dollar and other valuable consideration, to them in hand paid, a right-of-way to construct, maintain, operate and remove a municipal culinary water supply pipe line with the rights of ingress and egress for the construction and maintenance thereof, over and across the following described tract of land, in Davis County, State of Utah, to-wit:

(1) Commencing on the East boundary line of Section 27, Township 5 North, Range 1 West, Salt Lake Base and Meridian, at a point on said East line of Section 27, which bears North 911.5 feet from the Southeast corner of said Section 27; thence along the center line of the water supply pipe line of the Town of Roy, North 85° 54' West, 342 feet to a point on the West boundary line of grantee's land.

(2) Commencing on the West line of Section 26, Township 5 North, Range 1 West, Salt Lake Base and Meridian, at a point which bears North 911.5 feet from the Southwest corner of said Section 26; thence along the center line of the water supply pipe line of the Town of Roy, South 85° 54' West, 49 feet; thence North 85° 26' East, 600 feet; thence South 66° 34' East 200 ft; thence S 59° 14' E 400 ft; thence S 84° 19' E 139.5 feet to a point on the East boundary line of Grantee's land.

It is understood and agreed that the Grantee will exercise all of its rights hereunder with care and in a workmanlike manner so as not to interfere with or hinder the Grantors in their use of said premises, except as herein expressly set forth.

THE Grantee agrees to bury its pipe line to a sufficient depth so as to permit deep plowing and cultivating of said land and to backfill the trenches in which said pipe line is laid in a good and substantial manner so as to permit the cultivation of said land without interference by reason of said trench having been constructed across said land, and further agrees that it will restore the ground, repair ditches, bridges, flumes, fences, etc., to the condition existing before the commencement of work upon said premises, and clear the ground of boulders, rocks, debris, or other construction material placed thereon or used by the contractors, and will grade and level the trenches in a satisfactory manner, all of said work to be done without expense to the Grantors.

It is understood and agreed that all damages which may be caused to the Grantors by the laying, operating, maintaining, repairing or removing the said pipe line shall be paid to the Grantors by the Grantee, its successors or assigns, and that the Grantee will hold the Grantors blameless from any liability whatsoever arising from the construction

and maintenance of said pipe line.

This agreement shall be binding upon the heirs or assigns of the Grantors and the successors and assigns of the Grantee.

IN WITNESS WHEREOF, the Grantors have hereunto subscribed their names and the Grantor has caused this Agreement to be executed in its corporate name by its president and town clerk and attested with its corporate seal.

Dated and signed at South Weber, this 25th day of August, 1938.

Signed in the presence of:

David J. Wilson

Eva Ellen Ray

GRANTORS



TOWN OF ROY, GRANTEE

By John C Sorensen  
President of its Board  
of Trustees

By A. G. Holland  
Its Town Clerk

STATE OF UTAH    X    SS  
COUNTY OF WEBER X

On the 25th day of August, 1938, personally appeared before me Eva Ellen Ray, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

My commission expires:

November 11, 1939



David J. Wilson

NOTARY PUBLIC

Residing at Ogden, Weber  
County, Utah

Recorded September 21st, 1939 at 4:18 P. M.

Abstracted 5/225-109

*Alice Hess*

County Recorder

No. 72063

RIGHT-OF-WAY CONTRACT

James H. Cook and Mary B. Cook, his wife, (unmarried), Grantors, of South Weber, County of Davis, State of Utah, hereby convey to the Town of Roy, a municipal corporation of Weber County, State of Utah, its successors and assigns, for the sum of One Dollar and other valuable consideration, to them in hand paid, a right-of-way to construct, maintain, operate, and remove a municipal culinary water supply pipe line with the rights of ingress and egress for the construction and maintenance thereof, over and across the following described tract of land, in Davis County, State of Utah, to-wit:

Commencing on the East boundary line of grantee's land at a point which bears North 1243.8 feet and North 86° 04' West, 260 feet; and North 70° 19' West, 2999.6 feet; and North 44° 59' West, 152 feet from the Southeast corner of Section 28, Township 5 North, Range 1 West, Salt Lake Base and Meridian; and running thence along the center line of the water supply pipe line of the Town of Roy, North 44° 59' West 440 feet; thence North 67° 14' West 370.5 feet to a point on the West boundary line of grantee's land.

It is understood and agreed that the Grantee will exercise all of its rights hereunder with care and in a workmanlike manner so as not to interfere with or hinder the Grantors in their use of said premises, except as herein expressly set forth.

The Grantee agrees to bury its pipe line to a sufficient depth so as to permit deep plowing and cultivating of said land and to backfill the trenches in which said pipe line is

be discharges of record.

WITNESS my hand and seal this 13 day of December, 1944.

Ben Higdon (SEAL)

Subscribed and sworn to before me this 13th day of December, 1944.

My Commission expires:

May 14, 1945



M Blaine Peterson

Notary Public

Residing at Ogden, Utah

Abstracted 36-5N-2W.

Recorded January 9, 1945 at 1:55 P. M.

0400

*Alia*

County Recorder

No. 88384

UTAH POWER & LIGHT COMPANY  
POLE LINE EASEMENT

File No. 20155

1. Joseph H. Ray and Hilma Ray his wife, Grantors of Davis County, Utah, hereby convey and warrant to UTAH POWER & LIGHT COMPANY, a corporation, its successors in interest and assigns, Grantee, for the sum of One (\$1.00) Dollar and other valuable consideration, a perpetual easement and right of way for the erection and continued maintenance, repair, alteration, and replacement of the electric transmission, distribution and telephone circuits of the Grantee, and 1 guy anchor, 1 pole towers or poles, with the necessary guys, stubs, crossarms and other attachments thereon, or affixed thereto, for the support of said circuits, to be erected and maintained upon and across the premises of the Grantors, in Davis County, Utah, along a line described as follows:

One pole and one guy anchor located on grantor's land at a point 50 feet north and one foot east, more or less, from the south quarter corner of Sec. 27, T. 5 N., R. 1 W., S.L.B.&M. and being in the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Sec. 27.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation, or enjoyment of this easement.

WITNESS the hands of the Grantors, this 23rd day of December, A. D. 1944.

Joseph H. Ray

Hilma Ray

STATE OF UTAH |  
County of DAVIS | ss

On the 23rd, day of December, A. D. 1944, personally appeared before me Joseph H. Ray and Hilma Ray his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My commission expires:

February, 3rd, 1945

Recorded January 9, 1945 at 2:00 P. M.



Jos. L. Mabey

Notary Public

Residing at Clearfield, Utah

Abstracted 27-5N-1W.

Approved as to Form  
and Execution  
C.L.O.

*Alia*

County Recorder

Utah permission to relocate and reconstruct within the grantors land and outside the limits of above described right of way, the irrigation canal existing within said limits of above described right of way.

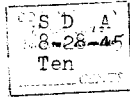
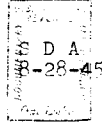
WITNESS, the hands of said grantors, this 28th day of August, A.D. 1945

Signed in the presence of

William A. Dawson

Prepared by O.D.M., 3/4/41.

Spencer D Adams  
Bertha Adams  
Vera B Adams  
Melvin M Adams



STATE OF UTAH,     |  
                          | SS.  
County of Davis    |

On the 28th day of August A.D. 1945 personally appeared before me Spencer D. Adams and Bertha Adams, his wife and Melvin M. Adams and Vera Adams, his wife the signers of the within instrument, who duly acknowledged to me that they executed the same.

My commission expires  
August 2, 1947



William A. Dawson  
Notary Public.

Layton-State of Utah

Recorded March 2, 1946 at 9:30 A.M.

Abstracted 28-4N-1W.

14-520

Alice Hess County Recorder

No. 92210

RIGHT OF WAY DEED

U-60-4

Joseph H. Ray and wife Hilma Ray grantors of South Weber, County of Davis State of Utah, hereby grants, bargains and sells to the STATE ROAD COMMISSION OF UTAH, Grantee, for the sum of Seventy DOLLARS, the following described strip or parcel of land, as a perpetual right of way for highway purposes across the grantors land in Davis County, State of Utah, as follows:

Right of way for highway known as State Route No. U-60 across the grantors land in the SW $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 27, T. 5 N., R. 1 W., S.L.M. Said right of way is a parcel of land, the boundaries of which are described as follows:

Beginning at a point on the west boundary line of said SE $\frac{1}{4}$  of Section 27, which point is approximately 265.4 ft. north from the south  $\frac{1}{4}$  corner of said Section 27; thence north 35 ft., more or less, to the northwest corner of said grantors land; thence east 110 feet., more or less, to a point 40 ft. perpendicularly distant northeasterly from the center line of survey of said highway; thence S. 63°47' E., 105 ft., more or less to the east boundary line of said grantors land; thence south 89.2 ft. along said east boundary line; thence N. 63°47' W., 226 ft. parallel to and 40 ft. distant southwesterly from said center line of survey, to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described parcel of land contains 0.35 acre.

In executing this deed, the grantor hereby grants to the State Road Commission of Utah permission to relocate and reconstruct within the grantors land and outside the limits of above described right of way, all irrigation ditches existing within said limits of above described right of way.

WITNESS, the hands of said grantors, this 28th day of August, A.D. 1942

Signed in the presence of:

Joseph H Ray

Hilma Ray

Prepared by O.D.M., 8/27/42.



STATE OF UTAH, )  
                  ) SS.  
County of Davis )

On the 28 day of August A.D. 1942 personally appeared before me Joseph H Ray & Hilma Ray the signers of the within instrument, who duly acknowledged to me that they executed the same.

My Commission expires  
AUG 20 1945



J Bruce Jones  
Notary Public  
Salt Lake City-State of Utah  
Abstracted 27 SN-14

Recorded March 2, 1946 at 9:35 A.M.

Alice Hess County Recorder

No. 92211

WARRANTY DEED

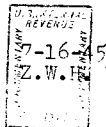
Marvin A. Steed and Walcie S. Steed, his wife, grantors of Farmington, County of Davis, State of Utah, hereby CONVEY and WARRANT to Willard Lake grantee of the same place, for the sum of TEN DOLLARS and other valuable consideration, the following described tract of land in Davis County, State of Utah:

Beginning at a point 204.2 feet South and 11 feet West of the Northeast corner of the SW $\frac{1}{4}$  of Section 25, Township 3 North, Range 1 West, Salt Lake Meridian, United States Survey, at the West side of a certain four rod street, running thence South along said street 330 feet; thence West 1320 feet; thence North 330 feet to the South side of another certain four rod street; thence East along the South side of said street 1320 feet to the place of beginning, being Lot 19 in the plat of the Survey of Henry Steed, deceased, containing 10.00 acres, less the right of way owned and occupied by the D. & R. G. Railroad Company of 0.52 of an acre and the property deeded to Davis County for a road of 0.66 of an acre, leaving 8.82 acres, more or less.

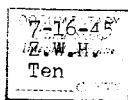
WITNESS, the hands of said grantors, this 16th day of July A.D. 1945.

Signed in the Presence of

Zada W. Hardy



Marvin A. Steed  
Walcie S. Steed



STATE OF UTAH, )  
                  ) SS.  
County of Davis )

On the 16th day of July, A.D. 1945 personally appeared before me Marvin A. Steed and Walcie S. Steed, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

My commission expires:  
April 9, 1947



Zada W. Hardy  
Notary Public  
Residing in Farmington, Utah  
Abstracted 25-3N-14

Recorded March 2, 1946 at 10:35 A.M.

Alice Hess County Recorder

884-27-57-10

Form 204 2-22-33

100731

59

Platted  Abstracted   
On Margin  Indexed   
Compared  Entered

# UTAH POWER & LIGHT COMPANY

(Utah Individuals)  
State of Utah  
County of Davis

Filed JAN 20 1948

At 11:10 o'clock A.M.  
In Book 6 of 11th

Page 59  
Walter P. Stevenson  
County Recorder

## POLE LINE EASEMENT

AVA ELLEN RAY, Grantor, of Davis County, Utah, hereby convey and warrant to **UTAH POWER & LIGHT COMPANY**, a corporation, its successors in interest and assigns, Grantee, for the sum of One (\$1.00) Dollar and other valuable consideration, a perpetual easement and right of way for the erection and continued maintenance, repair, alteration, and replacement of the electric transmission, distribution and telephone circuits of the Grantee, and no guy anchors and 5 wooden poles, with the necessary guys, stubs, crossarms and other attachments thereon, or affixed thereto, for the support of said circuits, to be erected and maintained upon and across the premises of the Grantor, in Davis County, Utah, along a line described as follows:

Beginning at fence on west boundary line of grantor's land at a point 1105 feet north and 330 feet west, more or less, from the southeast corner of Section 27, T.5 N., R.1 W., S.4 E. & M., thence running S.90°30' E. 1675 feet to fence on east boundary line of said land and being in the SE 1/4 of the SE 1/4 of said Section 27 and the SW 1/4 of the SW 1/4 of Section 26, Township and Range aforesaid.

Grantee will be responsible for damage to crops or personal property resulting from construction or maintenance.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement.

WITNESS the hand of the Grantor, this 11 day of November, A. D. 1947

STATE OF UTAH,  
County of Davis

*AVA ELLEN RAY*  
ss.

On the 13th day of November, A. D. 1947, personally appeared and Ava Ellen Ray, the signer of the foregoing instrument, who declared under oath that she executed the same.

My Commission expires  
Mar. 13, 1950.

*Walter P. Stevenson*  
Notary Public



File No. 21723

100731

59

P-59

Platted  Abstracted   
On Margin  Indexed   
Compared  Entered

# UTAH POWER & LIGHT COMPANY

(Utah Individual)

JAN 20 1948

## POLE LINE EASEMENT

AVA ALLEN RAY

Ad

*his left* Grantor of Davis County, Utah, hereby convey and warrant to UTAH POWER & LIGHT COMPANY, a corporation, its successors in interest and assigns, Grantee, for the sum of One (\$1.00) Dollar and other valuable consideration, a perpetual easement and right of way for the erection and continued maintenance, repair, alteration, and replacement of the electric transmission, distribution and telephone circuits of the Grantee, and no guy anchors and 5 ~~poles~~ poles, with the necessary guys, stubs, crossarms and other attachments thereon, or affixed thereto, for the support of said circuits, to be erected and maintained upon and across the premises of the Grantor, in Davis County, Utah, along a line described as follows:

Beginning at fence on west boundary line of grantor's land at a point 1105 feet north and 230 feet west, more or less, from the southeast corner of Section 27, T.5 N., R.1 W., S.L.E. & M., thence running S.20°20' E. 1675 feet to fence on east boundary line of said land and being in the SE 1/4 of the SE 1/4 of said Section 27 and the SW 1/4 of the SW 1/4 of Section 26, Township and range aforesaid.

Grantee will be responsible for damage to crops or personal property resulting from construction or maintenance.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement.

WITNESS the hand of the Grantor, this 15 day of December, 1937, A. D. 1937

STATE OF UTAH

County of Davis

On the 15 day of December, 1937

AVA ALLEN RAY

the grantor of the foregoing instrument, who has acknowledged to me the execution of the same.

My Commission expires

Feb. 15 1939



*AVA ALLEN RAY*  
*Notary Public*

DAILY TOTAL : \$90.60



Entry #

Book

Page

Clear ✕

Search Party Names

Documents Parties

true home

First Name

Clear ✕

Search

Parties

Name

TRUE HOMES

TRUE HOMES LLC

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Search Development

Search Development

Clear ✕

Search Location

Search Location

Clear ✕

Utah Court Case Search

Search Tips

Jurisdiction: **District**

Search Type: **Case Search**

Case Number:

Last Name / Company: **TRUE HOME\***

Show Date Range Panel

Search Scope: **State Wide**

Case Type:

First Name:

Citation Number:

Birth Date: mm-dd-yyyy

Search

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Search

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1

Search Results




County	Court	Case Type	Case Number	Filing Date	First Name	Last Name	Birth Date	Party Code	Documents
SALT LAKE	Salt Lake City District	TL	<del>22800080</del>	2022-01-03		TRUE HOMES LLC		DEF	<a href="#">View</a>
DAVIS	Farmington District	MI	<del>10700750</del>	2021-10-04		TRUE HOMES LLC		DEF	<a href="#">View</a>
SALT LAKE	Salt Lake City District	TL	<del>186033134</del>	2018-11-12		TRUE HOME SERVICES LLC		DEF	<a href="#">View</a>
SALT LAKE	Salt Lake City District	TL	<del>186033097</del>	2018-11-12		TRUE HOME SERVICES LLC		DEF	<a href="#">View</a>
SALT LAKE	Salt Lake City District	TL	<del>176027827</del>	2017-09-04		TRUE HOME SERVICES LLC		DEF	<a href="#">View</a>

# No match found

PACER Service Center			
Transaction Receipt			
12/12/2022 14:13:53			
<b>PACER Login:</b>	ct0357	<b>Client Code:</b>	
<b>Description:</b>	Search	<b>Search Criteria:</b>	LName: true home
<b>Billable Pages:</b>	1	<b>Cost:</b>	0.10

### Advanced Search

Your search was completed on **12/12/2022**.

Entry #	Notice Type <sup>1</sup>	Filing Date	County/Parcel	Address/Legal Description	Contractor <sup>1</sup>	Contracted By <sup>1</sup>	Filer <sup>1</sup>	Action
<a href="#">9780634</a>	Preliminary	08/12/2022	Davis 130120057	1587 E South Weber Drive South Weber, UT 84405	Unknown	Edwards Trucking	Grant Mackay Co	<input type="button" value="--Copy To--"/> 
<a href="#">9251239</a>	Preliminary	12/29/2021	Davis 130120057	1589 E SOUTH WEBER DRIVE South Weber City, UT 84405 CELL TOWER	VINCO INC	VINCO INC	H & E EQUIPMENT SERVICES INC	<input type="button" value="--Copy To--"/> 
<a href="#">9250713</a>	Preliminary	12/29/2021	Davis 13-012-0057	1589 E SOUTH WEBER DRIVE South Weber City, UT 84405 CELL TOWER	VINCO LLC	VINCO INC	H & E EQUIPMENT SERVICES INC	<input type="button" value="--Copy To--"/> 

[SEARCH AGAIN](#)