

RESOLUTION NO. _____

ADOPTED: _____, 2024

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING EXECUTION OF THE ATTACHED RIGHT-OF-WAY CONSTRUCTION AGREEMENT WITH EVERGREEN-45TH & MAIN LAND, L.L.C. AND ASSOCIATED DOCUMENTS REGARDING REAL PROPERTY WITHIN THE MURRAY CITY

W I T N E S S E T H

A. Salt Lake County (the “County”) is the recorded owner of certain real property located at 4474 South Main Street, Murray, Utah, identified as Parcel No. 21-01-426-006 (the “County Property”).

B. Evergreen-45th & Main Land, L.L.C. (“Evergreen”) is the record owner of certain real property located at immediately north of the County Property at 4410 South Main Street, Murray, Utah, identified as Parcel No. 21-01-278-023 (the “Evergreen Property”).

C. Evergreen desires to construct a multi-housing unit development on the Evergreen Property (the “Development”) and needs to have public access along the Evergreen Property’s southern boundary.

D. The County intends to dedicate a portion of the County Property (the “Street Parcel”) to Murray, Utah (the “City”), for the purpose of a public right-of-way that will provide public access between Evergreen Property and the County Property.

E. The County desires the construction of street improvements, including a paved road, curb, gutter, and sidewalk to the City’s roadway standard, and the installation of required utility infrastructure to the City’s required standard (the “Street Improvements”).

F. As set forth in the Right-of-Way Construction Agreement, attached hereto as Exhibit 1 (the “Right-of-Way Agreement”), Evergreen will construct the Street Improvements, and upon completion, the County will dedicate the Street Parcel to the City.

G. Under the Agreement, the County will grant a temporary construction easement, a permit for a turnaround area, and a license for a staging area to Evergreen, and Evergreen will tear down some derelict buildings on the County Property in addition to the construction of the Street Improvements.

H. The Agreement provides a mutual benefit to the County and Evergreen and will facilitate future development of the County Property and the Evergreen Property.

I. It has been determined that the best interests of the County and the general public will be served by entering into the Right-of-Way Agreement and associated documents. This action will comply with all applicable state statutes and County ordinances.

R E S O L U T I O N

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the Right-of-Way Agreement is accepted and approved, and the Mayor is hereby authorized to execute the Right-of-Way Agreement, attached as Exhibit 1, on behalf of the County.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the Mayor and County Clerk, as applicable, are hereby authorized to execute such other documents as may be reasonably necessary to effectuate the terms and obligations contemplated by the approved Right-of-Way Agreement, including, but not limited to, the road dedication plat in substantially the form attached to the Right-of-Way Agreement.

APPROVED and ADOPTED this ____ day of _____, 2024.

SALT LAKE COUNTY COUNCIL:

Laurie Stringham, Chair

Date

ATTEST:

Salt Lake County Clerk

Council Member Alvord voting _____
Council Member Bradley voting _____
Council Member Bradshaw voting _____
Council Member Granato voting _____
Council Member Harrison voting _____
Council Member Stewart voting _____
Council Member Stringham voting _____
Council Member Theodore voting _____
Council Member Winder Newton voting _____

REVIEWED AS TO FORM AND LEGALITY:

R. Christopher Preston
Deputy District Attorney

EXHIBIT 1

RIGHT-OF-WAY CONSTRUCTION AGREEMENT

THIS RIGHT-OF-WAY CONSTRUCTION AGREEMENT (this “Agreement”) is made this ____ day of _____, 2024, by and between the SALT LAKE COUNTY, a body corporate and politic of the State of Utah (“County”), and EVERGREEN-45TH & MAIN LAND, L.L.C., an Arizona limited liability company (“Evergreen”).

A. The County is the owner of that certain parcel of real property more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the “County Property”).

B. Evergreen is the owner of that certain parcel of real property north of the County Property more particularly described on **Exhibit B** attached hereto and incorporated herein by this reference (the “Evergreen Property”).

C. Evergreen desires to construct a multi-housing unit development on the Evergreen Property (the “Development”) and needs to have public access along the Evergreen Property’s southern boundary.

D. The County intends to dedicate a portion of the County Property more particularly depicted and labeled on **Exhibit C** attached hereto and incorporated herein by this reference (the “Street Parcel”) to Murray, Utah (the “City”), for the purpose of a public right-of-way that will provide public access between Evergreen Property and the County Property.

E. The County desires the construction of street improvements, including a paved road, curb, gutter, and sidewalk to the City’s roadway standard, and the installation of required utility infrastructure, all as and only to the extent delineated on the site plan attached hereto as **Exhibit D** and to the City’s required standard (the “Street Improvements”). The Street Improvements shall be stubbed to the County Property from the Street Parcel as shown on **Exhibit D**. Evergreen is willing to construct such Street Improvements on the Street Parcel in consideration of the agreements and grants of the County as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which are mutually acknowledged, the parties hereto agree as follows:

1. Improvements to the Street Parcel. Evergreen covenants and agrees, at its sole cost and expense, to complete construction of the Street Improvements on the Street Parcel on or before the issuance of a certificate of occupancy for the Development. The construction of the Street Improvements shall be in compliance with laws and any permits required by laws, subject to Permitted Delays (as defined below).

(a) Permitted Delay. Performance by Evergreen of its obligations hereunder (other than for payment of money or other financial obligations) are subject to Permitted Delay and shall be excused during any period of Permitted Delay. For purposes hereof,

“Permitted Delay(s)” shall mean delay beyond the reasonable control of the party claiming the delay, including, but not limited to, government mandated closures, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, acts of God, any delay caused by any action, inaction, order, ruling, moratorium, regulation, statute, condition or other decision of any private party or governmental or quasi-governmental agency or entity having jurisdiction over any portion of Evergreen’s work or over the construction of Evergreen’s work or over any uses thereof, or by delays in inspections or in issuing approvals by private parties or permits by governmental or quasi-governmental agencies, or by fire, casualty, flood, adverse weather conditions such as, by way of illustration and not limitation, wind, snow storms which prevent outdoor work from being accomplished, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes, earthquakes, floods, strikes, lockouts or other labor or industrial disturbance (whether or not on the part of agents or employees of Evergreen engaged in the construction of Evergreen’s work), civil disturbance, order of any government, court or regulatory body claiming jurisdiction or otherwise, act of public enemy, war, riot, sabotage, blockage, embargo, failure or inability to secure materials or labor (including labor and materials shortages caused by national weather or other national events), or other natural or civil disaster, delays caused by any dispute resolution process, any delays by injunctions or lawsuits concerning the overall project, or any cause whatsoever beyond the reasonable control of Evergreen, or any of Evergreen’s contractors or other representatives, whether or not similar to any of the causes hereinabove stated. Lack of funds or inability to obtain internal approvals shall not constitute Permitted Delay.

(b) Plans and Specifications. To the extent that Evergreen obtains plans and specifications or surveys (including working plans and specifications and “as-built” plans and specifications and surveys) for any Street Improvements, Evergreen shall promptly upon the County’s request give the County a copy, subject to the terms of any agreement between Evergreen and the applicable architect, engineer, or surveyor. Evergreen shall exercise reasonable efforts to cause its agreements with such professionals to permit these deliveries, which are for the County’s information only except to the extent, if any, this Agreement otherwise expressly states.

(c) Hazardous Materials. Excepting demolition activities in compliance with applicable laws, Evergreen shall not authorize any Hazardous Material (as defined below) to be brought upon, used at, or discharged from the County Property in violation of any legal requirement. As used in this Agreement, “Hazardous Material” shall mean any hazardous, toxic or radioactive substance, material, matter or waste which is or becomes regulated by any federal, state or local law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement, and shall include, but not be limited to, asbestos, petroleum products and the terms “Hazardous Substance” and “Hazardous Waste” as defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Sec. 9601 *et seq.*, and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sec. 6901 *et seq.*

(d) Labor Regulations and Requirements. As and to the extent applicable to Evergreen, Evergreen agrees to comply with all applicable provisions of Title 34 of the Utah Code, and with all applicable federal, state and local labor laws.

(e) Compliance with Laws. Evergreen shall comply with all legal requirements in the performance of its duties and obligations under this Agreement.

(f) Permits and Licenses. Evergreen is responsible, at its expense, to acquire, maintain, and renew, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

(g) No Liens. The County's interest in the County Property shall not be subjected to liens of any nature by reason of Evergreen's construction, alteration, repair, restoration, replacement or reconstruction of the Street Improvements, or by reason of any other act or omission of Evergreen (or of any person claiming by, through or under Evergreen) including, but not limited to, mechanics' and materialmen's liens. All persons dealing with Evergreen are hereby placed on notice that such persons shall not look to the County or to the County's credit or assets (including the County's interest in the County Property) for payment or satisfaction of any obligations incurred in connection with the construction, alteration, repair, restoration, replacement or reconstruction thereof by or on behalf of Evergreen. Evergreen has no power, right or authority to subject the County's interest in the County Property to any mechanic's or materialman's lien or claim of lien.

(h) The terms and provisions hereof shall survive the expiration or termination of this Agreement.

2. Consideration for Street Improvements. In exchange for Evergreen's construction of the Street Improvements on the Street Parcel, the County covenants and agrees to the following:

(a) Street Construction Easement. The County hereby grants to Evergreen and its agents, employees, licensees, contractors and subcontractors, a temporary non-exclusive construction easement across and limited to those specific areas of the Street Parcel as are necessary to perform the Street Improvements ("Street Construction Easement Parcel") in order to permit and assist Evergreen in the construction of the Street Improvements ("Street Construction Easement"). To that end, Evergreen shall have the right of access over and across the Street Parcel, the right to store materials thereon specifically related to the Street Improvements and the right to operate construction equipment from the surface of the Street Parcel. The term of the Construction Easement shall be from the effective date of this Agreement until the acceptance of the Street Improvements by the City.

(b) Permit. If necessary, the County shall execute, acknowledge and deliver to Evergreen, concurrently with the execution of this Agreement, a permit or similarly named instrument (the "Permit") prepared by Evergreen and reviewed and approved by the County granting to Evergreen and its successors and assigns a right to use the area and location labeled and designated as the "Turnaround Permit Area" depicted and described on **Exhibit E** attached hereto and incorporated herein by this reference, for the purpose of a fire/emergency vehicle turnaround area (the "Turnaround"). This Permit shall only be in

effect if such Turnaround is required by the City and will terminate immediately upon the City's removal of the Turnaround requirement.

(c) Dedication. The County agrees to record a Road Dedication Plat (the "Dedication Plat") in substantially the form attached hereto as **Exhibit F**, dedicating the Street Parcel described on **Exhibit C** as a public right-of-way. Evergreen shall be responsible for any bond or warranty requirements for defects associated with the Street Parcel and Street Improvements.

(d) Staging Area. The County grants to Evergreen, its consultants, contractors, agents and employees an irrevocable license (for the Term, defined below) (the "License") to enter upon and have access to the County Staging Property (as defined below) for the purpose of temporary office space and the storage and staging of materials in connection with work being performed on the Evergreen Property and related properties adjacent thereto (the "Permitted Use"). Unless extended by written amendment hereto signed by the parties, the term of the License (the "Term"), shall commence on August 1, 2024, and shall expire August 1, 2025. As further consideration for the License, Evergreen agrees to demolish the existing four structures located on the County Staging Property prior to the expiration of the Term. Except for the demolition of the four existing structures as herein provided, no activities other than the Permitted Use shall be conducted on the County Staging Property. All activities conducted on the County Staging Property shall be performed in a safe and workmanlike manner and in full compliance with all applicable laws. For purposes hereof, the "County Staging Property" means that certain parcel of real property consisting of 2.42 acres and known as Parcel 21-01-426-006-0000.

(e) Evergreen shall have all rights and remedies available at law or in equity to enforce the terms hereof. The terms and provisions hereof shall survive the expiration or termination of this Agreement.

3. Insurance

(a) Commercial General Liability Insurance. Evergreen shall, at its sole cost and expense, maintain in effect at all times during this Agreement is effective a policy or policies of commercial general liability insurance with minimum coverages and limits of not less than \$2,000,000.00 per Occurrence Bodily Injury and Property Damage and not less than \$5,000,000.00 General Aggregate. The County shall be named as an additional insured in such insurance policy. A certificate of such policy shall be provided to the County each year during the time this Agreement is effective.

(b) Workers' Compensation. Evergreen shall, at its sole cost and expense, maintain in effect at all times during the time this Agreement is effective a policy or policies of workers' compensation insurance satisfying Evergreen's obligations under the workers' compensation laws of the State of Utah.

(c) Waiver of Subrogation. Evergreen hereby releases and discharges the County from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by casualty insurance on

the County Property and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof.

4. Evergreen Indemnity. Evergreen agrees to indemnify, hold harmless and defend the County, its officers, agents and employees from and against any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, negligent acts or omissions by Evergreen, its agents, representatives, officers, employees or subcontractors in the performance of this Agreement or that may be incurred by, imposed upon or asserted against the County by reason of any mechanic's or materialmen's liens arising by, through or under Evergreen's construction of the Street Improvements.

5. County Indemnity. The County is a political subdivision of the State of Utah, and the County's liability and indemnification obligations under this Section 5 are subject to the limitations set forth in the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 to -904 (2023), as amended.

6. Event of Default.

(a) A breach of this Agreement shall exist if any of the following events (an “**Event of Default**”) shall occur: either party shall have failed to perform any term, covenant, or condition of this Agreement to be performed by such party, and such party shall have failed to cure same within thirty (30) calendar days after written notice from the other party, delivered in accordance with the provisions of this Agreement, where such failure could reasonably be cured within said thirty (30) calendar day period; provided, however, that where such failure could not reasonably be cured within said thirty (30) calendar day period, but is capable of being cured, no Event of Default shall be deemed to have occurred so long as such party has commenced the cure within thirty (30) calendar days and is thereafter continuing to make diligent and reasonable efforts to cure such failure as soon as practicable.

(b) Remedies. Following any Event of Default which is not cured within the applicable cure period, if any, then following five (5) days prior written notice thereof from the non-defaulting party to the defaulting party, the non-defaulting party shall be entitled to pursue all rights and remedies provided by law or equity.

7. Government Records Access Management Act. Evergreen acknowledges that The County is a governmental entity subject to the Utah Government Records Access and Management Act (“**GRAMA**”), Utah Code Ann. §§ 63G-2-101 to -901 (2011). As a result, The County is required to disclose certain information and materials to the public, upon request. Evergreen agrees to timely refer all requests for documents, materials and data in its possession relating to this Agreement and its performance to The County's representative for response by The County. Generally, any document submitted to The County is considered a “public record” under GRAMA. Any person who provides to The County a record that the person believes should be protected under subsection 63G-2-305(1) or (2) shall provide both: (a) a written claim of business confidentiality; and (b) a concise statement of reasons supporting the claim of business

confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury.

8. Modifications. This Agreement shall not be amended except by subsequent written agreement of the parties.

9. Captions. The captions to this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

10. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns as the case may be.

11. No Waiver. No failure by the County to insist upon strict performance of any covenant, agreement, term, or condition of this Agreement or to exercise any right or remedy upon a Default, shall waive any such Default or such covenant, agreement, term, or condition. No covenant, agreement, term, or condition of this Agreement to be performed or complied with by Evergreen, and no Default, shall be modified except by a written instrument executed by The County. No waiver of any Default shall modify this Agreement. Each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent Default of such covenant, agreement, term or condition of this Agreement.

12. Invalid Provision. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

13. Governing Law. The laws of the State of Utah shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Salt Lake County, State of Utah.

14. Notice. All notice required under this Agreement shall be in writing and shall be hand-delivered, sent by overnight delivery or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective 72 hours after deposit in the United States mail with the proper address as set forth below or, upon receipt, if sent by overnight delivery service or when personally delivered. Any party by notice so given may change the address to which future notices shall be sent.

Notice to the County:

Salt Lake County
2001 South State Street S3-110
Salt Lake City, Utah 84114
Attention: Derrick Sorrensen

Notice to Evergreen:

c/o Evergreen Devco, Inc.
1873 South Bellaire Street, Suite 1200
Denver, CO 85222
Attention: Mr. Tyler Carlson

15. Assignment or Assignments. Except for an assignment by Evergreen to any successor-in-interest to the Evergreen Property, there shall be no transfer or assignment of any of the rights or obligations of under this Agreement without the prior written approval of the non-assigning party.

16. Title and Authority. Each party represents and warrants that the undersigned individual(s) has or have full power and authority to enter into this Agreement and that the other parties are relying on such representations and warranties in entering into this Agreement.

[balance of page intentionally left blank]

WHEREFORE, the parties hereto have executed this Agreement on the day and year first above-written.

SALT LAKE COUNTY, a body corporate and politic of the State of Utah

By: Exhibit Only, Do Not Sign
Name: _____
Its: _____

[Signatures and acknowledgements continue on the following page]

EVERGREEN-45TH & MAIN LAND L.L.C., an
Arizona limited liability company

By: Evergreen Development Company-2022,
L.L.C., an Arizona limited liability company
Its: Manager

By: Evergreen Devco, Inc., a California
corporation
Its: Manager

By: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE COUNTY PROPERTY

Described as:

Beginning at a point on the West line of Main Street, said point being South 89° 36' West 66 feet and North 0° 4' East 83.23 feet from the Southeast corner of Lot 2, Block 9, Ten Acre Plat "A", Big Field Survey, and running thence North 0° 4' East 217.17 feet along said West line; thence South 89° 36' West 648.6 feet to the East line of Oregon Short Line Railroad right of way; thence South 0° 35' West 112.3 feet; thence North 89° 36' East 194.33 feet, more or less, to a point 45 feet West of the Northeast corner of property described in Book 190, pages 341 and 342 of official records; thence South 0° 35' West 47.59 feet; thence South 82° 48' East 457.72 feet to the point of beginning. 2.48 acres.

Also and including the following described tract of land:

A part of Lot 2, Block 9, Ten Acre Plat 'A', Big Field Survey, lying within the Northeast Quarter of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, in Salt Lake County, Utah:

Beginning at a point on the West Line of Main Street as widened to 35.50 foot half-width located 2.50 feet South 89°59'55" West (West record) along the deed Line from the Southeast Corner of a 2008 Special Warranty Deed to Utah Transit Authority recorded in Book 9624 at Page 7444 of Official Records as it exists on the ground by survey; said point of beginning is located 84.16 feet North 0°06'32" West along the Section Line; and 18.66 feet South 89°59'55" West from an existing Brass Cap Monument found Marking the East Quarter Corner of said Section 1; and running thence South 89°59'55" West (West record) 297.49 feet along the South Line of said 2008 Deed as surveyed on the ground; thence North 0°15'55" East 25.52 feet; thence North 89°41'55" East (North 89°42' East record) 297.50 feet along a deed line common to said 2008 Deed and the South Line of a 2019 Warranty Deed to BD Parris LC recorded in Book 10774 at Page 2603 of Official Records as surveyed on the ground to the West Line of Main Street as widened; thence South 0°15'55" West 27.08 feet (South 0°16' West record) along said West Line to the point of beginning.

Less and excepting the following described tract of land:

A part of Lot 2, Block 9, Ten Acre Plat 'A', Big Field Survey, lying within the Northeast Quarter of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, in Salt Lake County, Utah:

Beginning at a point on the South Line of a 2008 Special Warranty Deed to Utah Transit Authority recorded in Book 9624 at Page 7444 of Official Records as it exists on the ground by survey located 84.16 feet North 0°06'32" West along the Section Line; and 316.15 feet South 89°59'55" West (West record) from an existing Brass Cap Monument found Marking the East Quarter Corner of said Section 1; and running thence South 89°59'55" West (West record) 348.52 feet along said South Line to the East Line of the Railroad Property as surveyed on the ground; thence South 0°35'00" West 22.13 feet along said East Line; thence South 89°53'50" East 348.64 feet; thence North 0°15'55" East 22.76 feet to the point of beginning.

Containing 2.48 acres more or less

EXHIBIT B

LEGAL DESCRIPTION OF THE EVERGREEN PROPERTY

The Land is described as follows: Real property in the County of Salt Lake, State of UT, described as follows:

BEGINNING AT A POINT IN THE WEST LINE OF MAIN STREET IN MURRAY CITY, UTAH, NORTH 00°04' EAST 314.4 FEET AND DUE WEST 823.82 FEET AND NORTH 00°16' EAST 155.04 FEET ALONG THE WEST LINE OF MAIN STREET FROM THE SOUTHEAST CORNER OF LOT 1, BLOCK 9, TEN ACRE PLAT "A", BIG FIELD SURVEY; AND RUNNING THENCE NORTH 00°16' EAST ALONG THE WEST LINE OF MAIN STREET 155.04 FEET; THENCE SOUTH 89°42' WEST 300 FEET; THENCE SOUTH 00°16' WEST 283 FEET; THENCE NORTH 89°42' EAST 300 FEET; THENCE NORTH ALONG THE WEST LINE OF MAIN STREET 127.96 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THAT PORTION CONVEYED TO MURRAY CITY, AS DISCLOSED BY WARRANTY DEED RECORDED FEBRUARY 27, 2015 AS ENTRY NO. 12001502 IN BOOK 10300 AT PAGE 4039 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE INCIDENT TO THE WIDENING OF THE EXISTING HIGHWAY STATE ROUTE 266 (4500 SOUTH STREET) KNOWN AS PROJECT NO. F-0266(62)3, BEING PART OF AN ENTIRE TRACT OF PROPERTY SITUATE IN LOT 2 OF BLOCK 9, TEN ACRE PLAT "A", BIG FIELD SURVEY, AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID ENTIRE TRACT AND THE EXISTING WESTERLY RIGHT OF WAY LINE OF MAIN STREET WHICH CORNER IS 310.23 FEET NORTH 00°05'15" EAST (314.40 FEET NORTH 00°04'00" EAST BY RECORD) ALONG THE EAST LINE OF LOT 1 AND 824.04 WEST (823.82 FEET BY RECORD) AND 31.24 FEET NORTH 00°15'54" EAST (NORTH 00°16'00" EAST BY RECORD) ALONG SAID EXISTING WESTERLY RIGHT OF WAY LINE OF MAIN STREET FROM THE SOUTHEAST CORNER OF SAID LOT 1, SAID CORNER IS ALSO 33.00 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE MAIN STREET CONTROL LINE OPPOSITE APPROXIMATE ENGINEER STATION 5+91.80; AND RUNNING THENCE SOUTH 89°42'00" WEST 2.50 FEET ALONG THE SOUTHERLY PROPERTY LINE OF SAID ENTIRE TRACT TO A POINT 35.50 FEET PERPENDICULARLY DISTANT WESTERLY FROM SAID CONTROL LINE OPPOSITE APPROXIMATE ENGINEER STATION 5+91.77; THENCE NORTH 00°15'54" EAST 127.96 FEET ALONG A LINE PARALLEL WITH SAID CONTROL LINE TO A POINT OPPOSITE APPROXIMATE ENGINEER STATION 7+19.73; THENCE SOUTH 89°44'06" EAST 2.50 FEET TO SAID EXISTING WESTERLY RIGHT OF WAY LINE AT A POINT 33.00 FEET PERPENDICULARLY DISTANT WESTERLY FROM SAID CONTROL LINE OPPOSITE APPROXIMATE ENGINEER STATION 5+19.73;

THENCE SOUTH 00°15'54" WEST (SOUTH 00°16'00" WEST BY RECORD) 127.94 FEET ALONG SAID EXISTING WESTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

(NOTE: ROTATE ALL BEARINGS IN THE ABOVE DESCRIPTIONS 00°14'32" CLOCKWISE TO OBTAIN HIGHWAY BEARINGS.)

For informational purposes only: 4410 South Main Street, Murray, UT 84107
Parcel Number 21012780230000.

EXHIBIT D

STREET IMPROVEMENTS

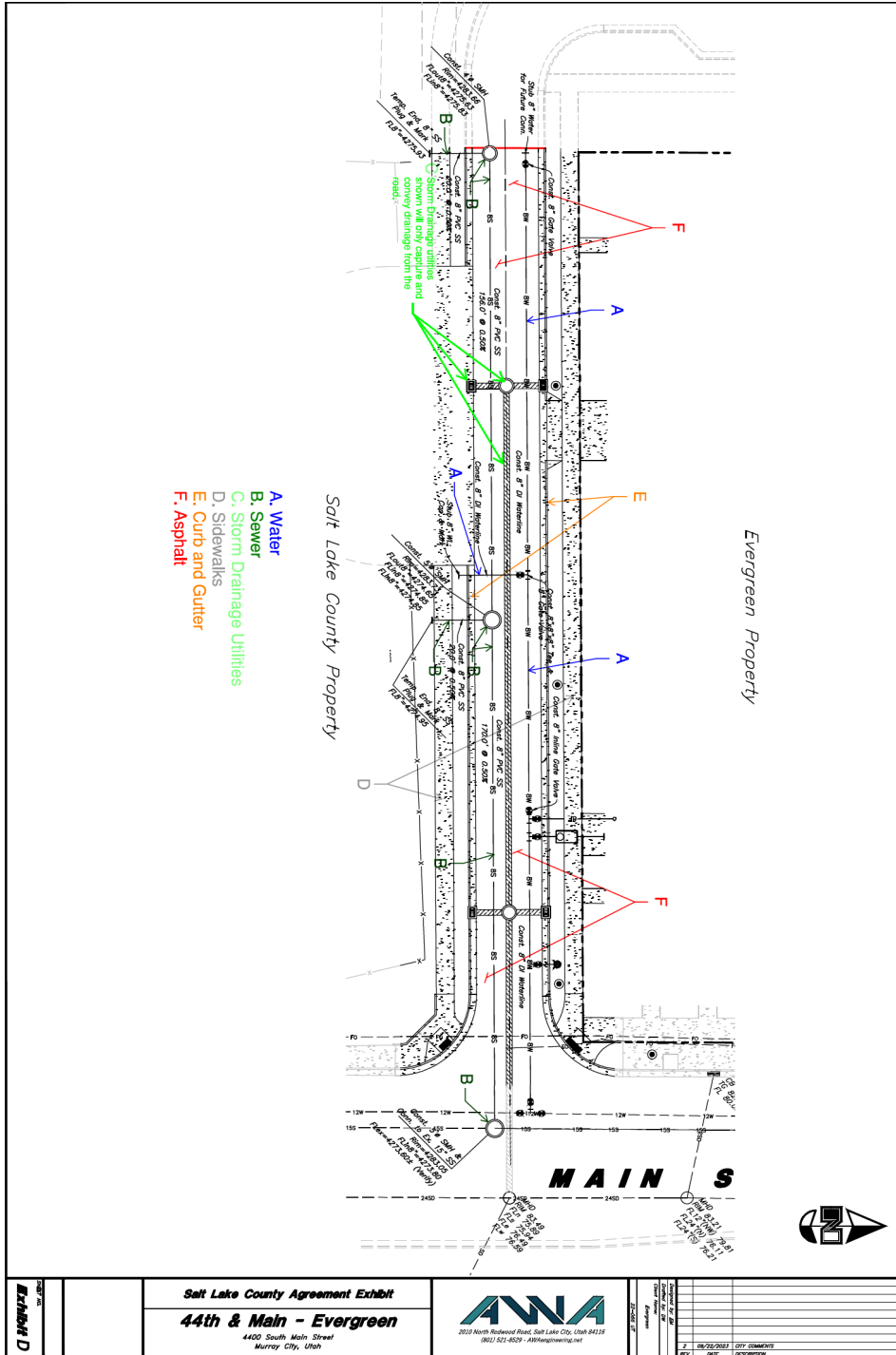


EXHIBIT D Salt Lake County Agreement Exhibit 44th & Main - Evergreen 4400 South Main Street Murray City, Utah	 2010 North Redwood Road, Salt Lake City, Utah 84118 (801) 521-8529 - ANAEngineering.com	Project No. 2023-001 Drawing No. 2023-001-01 Date: 08/25/2023 Scale: 1" = 40'
		7 08/25/2023 08/25/2023

