RESOLUTION NO.	ADOPTED:
REDUCE HOLVING.	ADOI ILD.

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING AN EASEMENT PURCHASE AGREEMENT AND AUTHORIZING THE GRANT OF A WATER LINE EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT TO WHITE CITY WATER IMPROVEMENT DISTRICT

2023

RECITALS

- A. Salt Lake County (the "County") owns a parcel of real property located at approximately 1900 East 9800 South in Sandy, Utah, including Parcel No. 28-09-426-027, which was acquired as a proposed extension of Highland Drive (the "County Property").
- B. White City Water Improvement District (the "District") would like to acquire a 15-foot wide perpetual easement across the County Property to construct, operate, repair, and replace a water pipeline.
- C. The District would also like to acquire a related 50-foot wide temporary construction easement in the same approximate area to be used during the construction and installation of the water pipeline.
- D. As consideration for these easements, the District will pay \$1,000.00 and abide by the terms and conditions of the documents identified in Paragraph E, which the Salt Lake County Real Estate Section as determined to constitute full and adequate consideration in exchange for the easements.
- E. The County and the District have prepared an Easement Purchase Agreement ("Purchase Agreement") attached as Exhibit 1 hereto, and a related Non-Exclusive Pipeline Right-of-Way and Easement Agreement (the "Easement Agreement," attached as Exhibit A to the Purchase Agreement) and Temporary Construction Easement (attached as Exhibit B to the Purchase Agreement). The Easement Agreement and the Temporary Construction Easement are collectively referred to as the "Easements".
 - F. It has been determined that the best interests of the County and the general public

will be served by granting the Easements to the District. The terms and conditions of the Purchase Agreement and the Easements are in compliance with all applicable state statues and county ordinances.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the Purchase Agreement, attached hereto as Exhibit 1 is hereby approved; and the Mayor is hereby authorized to execute said Purchase Agreement.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the Mayor and County Clerk are hereby authorized consistent with the terms of the Purchase Agreement to execute the Easements, attached to the Purchase Agreement, and to deliver the fully executed document to the County Real Estate Section for delivery to the District upon receipt of payment as directed by the Purchase Agreement.

APPROVED and ADOPTED this _	day of, 2023.
	SALT LAKE COUNTY COUNCIL
ATTEST:	By:Aimee Winder Newton, Chair
Lannie Chapman 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
APPROVED AS TO FORM:	

R. Christopher Preston Deputy District Attorney

EXHIBIT 1 (Easement Purchase Agreement)

EASEMENT PURCHASE AGREEMENT

	This EAS	EMENT PURCHASE AGREEMENT ("Agreement") is made and executed
this	day of	, 2023, by and between SALT LAKE COUNTY, a body corporate
and po	olitic of the	State of Utah, hereinafter referred to as GRANTOR, which expression shall
include its successors-in-interest and assigns, and WHITE CITY IMPROVEMENT		
DISTRICT, a body politic of Salt Lake County, hereinafter referred to as GRANTEE.		

RECITALS

- A. GRANTOR owns a parcel of land located at 1900 East 9800 South, Sandy, Utah, specifically identified as Parcel No. 28-09-426-027(the "Property").
- B. GRANTEE desires to obtain an easement and a temporary construction easement on, across or below portions of the Property (the "Easement Area") to allow Grantee to construct, operate, repair and replace thereona water pipeline.
- C. GRANTOR is willing to grant and convey to GRANTEE an easement and a temporary construction easement over the Propertyin accordance with the terms and conditions of this Agreement.

IN CONSIDERATION of the covenants and conditions set forth herein, it is mutually agreed by the parties hereto as follows:

1. GRANTOR agrees to grant, convey, and deliver to GRANTEE the following:

A perpetual easement to GRANTEE over portions of Parcel No. 28-09-426-027 as provided in the Non-Exclusive Pipeline Right-of-Way and Easement Agreement (the "Pipeline Easement") attached hereto as Exhibit A and incorporated herein by this reference.

A temporary construction easement to GRANTEE over portions of Parcel 28-09-426-027 as provided in the Temporary Construction Easement attached hereto as Exhibit B and incorporated herein by this reference.

- 2. GRANTEE shall have the right, without compensation to the GRANTOR, to cut and to keep clear all trees, brush, native growth or foliage and any and all other obstructions that may, in the GRANTEE'S sole opinion, endanger, hinder or conflict with the exercise by GRANTEE of its easement rights and interests hereunder including access to the property burdened by the Pipeline Easement.
- 3. GRANTOR agrees that it shall not construct or place any permanent buildings or other structures or improvements, or plant any trees or shrubs whose roots would contact GRANTEE'S storm drain line within the property burdened by the Pipeline Easement, or otherwise doanything or take any action which would unreasonably obstruct or interfere in any way with the GRANTEE'S easement rights and interests in the Pipeline Easement.
 - 4. IN CONSIDERATION of the sale and conveyance of said Easements, GRANTEE

shall abide by the terms and conditions of the Pipeline Easement and the Temporary Construction Easement and shall pay the GRANTOR the amount of \$1,000.00 payable as follows: full purchase price at closing. GRANTOR and GRANTEE hereby acknowledge that this is negotiated consideration that constitutes just, fair, and adequate compensation for the Easements.

- 5. GRANTOR and GRANTEE understand and agree that this Agreement shall not be considered final until executed by the Mayor of Salt Lake County.
- 6. GRANTOR and GRANTEE agree that Derrick Sorensen of the Salt Lake County Real Estate Section shall act as closing agent in accordance with the terms of this Agreement for the parties hereto.
- 7. It is agreed that the terms herein, including the attachments, constitute the entire Agreement between GRANTOR and GRANTEE and that no verbal statement made by anyone shall be construed to be part of this Agreement unless incorporated in writing herein.

IN WITNESS WHEREOF, the parties hereto hav executed this day of, 2023.	e caused this Agreement to be duly
GRANTOR: Salt L	ake County
ByExhib	it Only, Do Not Sign
<u> </u>	or Designee
RECOMMENDED FOR APPROVAL:	<u> </u>
By	REVIEWED AS TO FORM AND LEGALITY Salt Lake County District Attorney's Office

GRANTEE: White City Water Improvement

District
By
Its:

EXHIBIT APIPELINE EASEMENT

WHEN RECORDED MAIL TO White City Water Improvement District 999 E. Galena Dr. Sandy, UT 84094

PARCEL ID #28-09-426-027

NON-EXCLUSIVE PIPELINE RIGHT-OF-WAY AND EASEMENT AGREEMENT

SALT LAKE COUNTY, a body corporate and politic of the State of Utah ("Grantor"), hereby grants and conveys, to the WHITE CITY WATER IMPROVEMENT DISTRICT, a metropolitan water district organized under the laws of the State of Utah ("Grantee"), for valuable consideration, a perpetual, non-exclusive right-of-way and easement to construct, maintain, protect, inspect, operate, repair and replace a water pipeline, valves, and other associated structures and appurtenances (collectively referred to as the "Pipeline") over, across, under, and through a parcel of land situated in Salt Lake County, State of Utah as disclosed in that Quitclaim Deed recorded on June 23, 1997 as Entry No. 6674477, which parcel is fifteen (15) feet in width, seven and a half (7.5) feet perpendicularly distant on each side of the as constructed centerline of the Pipeline, with the proposed location of the centerline more particularly described as follows:

See Exhibit 1

hereinafter the "Easement Property." This right-of-way and easement shall carry with it the right of vehicular and pedestrian ingress and egress to and from, and access on and along the Easement Property, with the right to use existing and future roads and trails, for the purposes of constructing, inspecting, repairing, protecting and maintaining the Pipeline and the removal or replacement of same at will, either in whole or in part, and the replacement of the Pipeline with either like or different sized facilities.

This Agreement and the rights-of-way and easements granted hereby are subject to the following terms and conditions:

1. Grantee may place in the Easement Property such reasonably necessary vents, valves, blow-offs, and other facilities and structures for the normal operation and maintenance of the Pipeline provided that such vents, valves, blow-offs, and facilities do not unreasonably interfere with the use of any road, path, trail or right-of-way, and provided that they do not pose a significant risk to public safety or damage to property. The Metropolitan Water District of Salt Lake & Sandy, or its successors and assigns ("Metropolitan"), has a non-exclusive easement for an underground pipeline as reflected in the Non-Exclusive Pipeline Right-of-Way and Easement Agreement recorded in the Salt Lake County Recorder's Office on November 23, 2004, as Entry No. 9230551 in Book 9064 at Page 1366 (the "Metropolitan Easement"). In accordance with the Metropolitan

November 4, 2022 Page **1** of **7**

Easement, Grantee must consult and cooperate with Metropolitan in the location, maintenance and operation of the Pipeline.

- 2. Following the completion of any construction, maintenance, repair, replacement or removal of the Pipeline ("Grantee's Work"), Grantor's land shall be restored by Grantee, at Grantee's sole expense, to the same or better condition than before such work, taking into account the nature of the present and anticipated future uses the Easement Property and the restrictions and limitations placed on such uses under this Agreement. If Grantee's Work has affected any existing road, path, trail or right-of-way, Grantee shall restore the road, path, trail or right-of-way to the same or better condition that existed prior to Grantee's Work.
- 3. Subject to paragraph 2, above, Grantee shall have the right to cut, damage or remove trees, vegetation, landscaping and other improvements from the Easement Property as necessary during the construction, maintenance, repair or replacement of the Pipeline and the other improvements related to the construction of the Pipeline.
- 4. Grantor hereby reserves its own and other uses of the Easement Property, provided that such uses shall not unreasonably interfere with the Pipeline or the other purposes for which this easement and right-of-way are granted. In allowing other uses of the Easement Property, Grantor shall comply with such safety and encroachment specifications as are standard practice for large culinary water pipelines, or as may be required by applicable laws and regulations. In addition, Grantor agrees:
 - a. Crossing utilities shall maintain a vertical offset of not less than 18 inches from the outside wall of the Pipeline.
 - b. Angles of crossing utilities shall be 90 degrees in relation to the Pipeline whenever practicable, and not less than 60 degrees, unless otherwise approved in writing by Grantee, which approval shall not be unreasonably withheld.
 - c. Parallel buried power lines and metallic gas mains protected by impressed current shall maintain a horizontal offset of not less than fifteen (15) feet from the centerline of the Pipeline and other parallel utilities shall maintain a horizontal offset of not less than ten (10) feet from the centerline of the Pipeline, except when otherwise agreed by the parties in writing.
 - d. no parallel electric rail lines or overhead high voltage power lines shall be permitted in the Easement Property.
 - e. Grantor shall notify Grantee of any additional easements, licenses or rights-of-way granted within the Easement Property and shall require the holders of such easements, licenses or rights-of-way to consult and cooperate with Grantee in the location, maintenance and operation of their facilities.

5. Grantor further agrees that:

a. Grantor shall not build, install, allow or otherwise place upon the Easement Property within fifteen feet of the centerline of the Pipeline (i) any permanent structure, including but not limited to buildings or masonry fences, or (ii) any structure which interferes with, or renders more difficult or expensive Grantee's use of the rights-of-way and easements granted under

November 4, 2022 Page 2 of 7

this Agreement, without Grantee's written permission. Upon demand of Grantee, Grantor shall remove any prohibited structure immediately from the Easement Property.

- b. Grantor shall not plant trees within the Easement Property within fifteen feet of the centerline of the Pipeline, and shall not plant shrubs with roots that are reasonably expected to contact or interfere with the Pipeline;
- c. Grantor shall not remove cover or materials from, or place fill or materials within, the Easement Property within seven and a half (7.5) feet of the centerline of the Pipeline without the prior written consent of Grantee, which consent shall not be unreasonably withheld;
- d. Grantor may cross or cover the Easement Property with sidewalks, curbs and gutters, asphalt roadways, driveways, or other similar non-permanent improvements, but only upon the prior written consent of Grantee, which consent may not be unreasonably withheld, and upon such terms as Grantee may reasonably require.
- 6. Grantee may assign this Agreement, any of its rights under this Agreement, and the rights-of-way and/or easements granted it by this Agreement to a successor operator of the Pipeline; or to any other party with the written consent of the Grantor, which consent shall not be unreasonably withheld.
- 7. Grantor represents that it knows of no unrecorded liens, encumbrances, contracts or leases which burden, claim an interest in, are secured by, or otherwise affect the interests and/or rights granted by this Agreement to Grantee in the Easement Property.
- 8. This Agreement anticipates use of the Easement Property by Grantee for the Pipeline and for services it deems appropriate for the installation and operation of the Pipeline. In addition, Grantee is hereby given the right to use the Easement Property for additional water pipelines, utility lines, communications lines reasonably necessary for the operation of the Pipeline, provided that they do not materially increase burden on Grantor's remaining property.
- 9. Grantee may at any time permanently abandon these rights-of-way and easements. Within 180 days after abandonment, Grantee shall (a) remove the Pipeline or (b) secure the Pipeline in such a manner as to cause it to be as safe as is reasonably possible and seal the pipe ends with a suitable end closure, in compliance with all applicable regulations and industry standards, provided that portions of the pipeline that are above ground shall be removed. Additionally, upon such abandonment action, Grantee shall execute and record a reconveyance and release hereof, whereupon this Easement and all rights and privileges herein granted shall be fully cancelled and terminated.
- 10. Grantee shall indemnify, defend, and hold harmless the Grantor, its employees, officers, and agents (all in their representative and individual capacities) for any claims, cause of action, costs, defenses or judgments for the wrongful or negligent acts or omissions of the Grantee, its officers, employees, agents or subcontractors in the course of construction, maintenance, repair or replacement of the Pipeline or other use of the Easement Property under the terms of this Agreement.
- 11. This Agreement may be amended only by written instrument executed by all parties.

- 12. All of the grants, covenants, terms, provisions and conditions in this Agreement shall run with the land and shall be binding upon and inure to the benefit of the successors, assigns, heirs, executors and administrators of the parties.
- 13. The perpetual rights-of-way and easements granted by this Agreement shall terminate upon the occurrence of the following conditions:
 - a. the dedication by Grantor of the Easement Property as a public street pursuant to Utah law, and
 - b. the adoption, by the governing body with jurisdiction over such street, of an appropriate agreement or instrument recognizing Grantee's powers and rights under Utah law to own, construct, operate and maintain the Pipeline in such street.
- 14. This Agreement, including any exhibits, constitutes the entire agreement of the parties and supersedes all prior understandings, representations or agreements of the parties regarding the subject matter of this Agreement.

15.	By accepting and recording this Agreement, Grantee agrees to be bound by its terms.	
	Executed this day of	, 2023.
		GRANTOR: SALT LAKE COUNTY
		By: Exhibit Only, Do Not Sign Mayor or Designee
		By: Salt Lake County Clerk
×		GRANTEE: WHITE CITY WATER IMPROVEMENT DISTRICT

[Acknowledgements on Following Page]

STATE OF UTAH)	
:ss COUNTY OF SALT LAKE)	
who be	, 2023, personally appeared before me eing duly sworn did say that (s)he is the or, and that the foregoing instrument was signed on behalf of w.
	NOTARY PUBLIC Residing in Salt Lake County
STATE OF UTAH)	
: ss. COUNTY OF SALT LAKE)	
who being by me duly sworn, did sa	, 2023, personally appeared before me, ay and acknowledge that (s)he is the Clerk of Salt ag Instrument was signed by her/him on behalf of Salt Lake of the Salt Lake County Council.
	NOTARY PUBLIC Residing in Salt Lake County
STATE OF UTAH) :ss COUNTY OF SALT LAKE)	
	eing duly sworn did say that (s)he is the chair, with Bard District, and that the foregoing instrument was signed on behalf
	NOTARY PUBLIC Residing in Salt Lake County

PAUL H ASHTON

MOTARY PUBLIC • STATE OF UTAH

My Commission Expires July 31, 2023

COMMISSION NUMBER 707503

Exhibit 1 Legal Description of the Centerline for the Easement Property

AFFECTED PARCEL VESTING AND DESCRIPTION

TAX ID NO: 28-09-426-027

Entry 6674477 Book 7695 Page 557

PARCEL NO. 1

Beginning at the Northwest comer of Falconhurst No. I Subdivision, said point being North 89°35'06" West 662.28 feet from the Northeast comer of the Southeast quarter of section 9, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 89°35'06" West 126.77 feet; thence South 0°00'50" West 577.05 feet to point of 2599.63 foot radius curve to the right; thence Southwesterly along the arc of said curve 737.36 feet to point of tangency; thence South 14°00' West 13.40 feet; thence South 89°42'08" East 235.29 feet to the Southwest comer of Falconhurst No. 1 Subdivision; thence North 0°01'31" West 1317.71 feet to the point of beginning. Containing 4.454 acres.

PARCEL NO.2

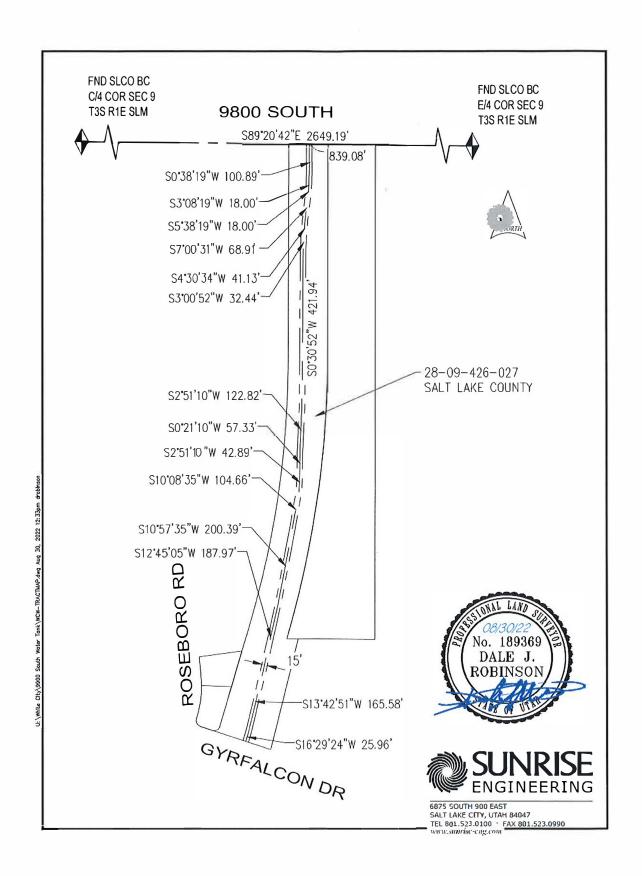
Beginning at point North 89°35'O6" West 789.05 feet from the Northeast corner of the Southeast quarter of Section 9, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 0°00'50" West 577.05 feet to point of 2599.68 foot radius curve to the right; thence Southwesterly along the arc of said curve 737.36 feet to point of tangency; thence South 14°00' West 304.58 feet; thence North 72°00' West 1 16.90 feet to point of 179.34 foot radius curve to the left, thence Northwesterly along the arc of said curve 57.38 feet; thence North 1 5°00' East 1 11.58 feet; thence South 75°00' East 28.23 feet; thence North 1 6°15'54" East 200.93 feet to point of 2493.68 foot radius curve to the left; thence Northeasterly along the arc of said curve 707.30 feet to point of tangency; thence North 0°00'50" East 577.79 feet; thence South 89°35'06" East 106.00 feet to the point of beginning. Containing 4.223 acres.

Centerline Description

Commencing at the East quarter corner of Section 9, Township 3 South, Range 1 East, Salt Lake Meridian; thence North 89°20'42" West 839.08 feet along quarter section line to the POINT OF BEGINNING; thence South 00°38'19" West 100.89 feet; thence South 03°08'19" West 18.00 feet; thence South 05°38'19" West 18.00 feet; thence South 07°00'31" West 68.91 feet; thence South 04°30'34" West 41.13 feet; thence South 03°00'52" West 32.44 feet; thence South 00°30'52" West 421.94 feet; thence South 02°51'10" West 122.82 feet; thence South 00°21'10" West 57.33 feet; thence South 02°51'10" West 42.89 feet; thence South 10°08'35" West 104.66 feet; thence South 10°57'35" West 200.39 feet; thence South 12°45'05" West 187.97 feet; thence South 13°42'51" West 165.58 feet; thence South 16°29'24" West 25.96 feet to a point on the Northerly right of way line of Gyrfalcon Drive and the POINT OF ENDING.

The sidelines of said strip shall be lengthened or shortened to begin and end at the boundary of the grantors parcel.

November 4, 2022 Page 6 of 7



November 4, 2022 Page **7** of **7**

EXHIBIT BTEMPORARY CONSTRUCTION EASEMENT

WHEN RECORDED RETURN TO: White City Water Improvement District 999 E. Galena Dr. Sandy, UT 84094

Space above for County Recorder's use

TEMPORARY CONSTRUCTION EASEMENT

Tax Serial No. 28-09-426-027 Real Estate #____

SALT LAKE COUNTY, a body corporate and politic of the state of Utah, GRANTOR, hereby grant and convey to WHITE CITY WATER IMPROVEMENT DISTRICT, a metropolitan water district organized under the laws of the State of Utah, GRANTEE for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, a temporary construction easement under, over and across a parcel of land situated in Salt Lake County, State of Utah as disclosed in that Quitclaim Deed recorded on June 23, 1997 as Entry No. 6674477, which parcel is fifty (50) feet in width, twenty-five (25) feet perpendicularly distant on each side of the as constructed centerline of the Pipeline, with the proposed location of the centerline more particularly described as follows (the "Easement Area"):

(SEE EXHIBIT 1)

The purpose of this temporary construction easement is to permit Grantee the right to access install, construct, inspect, maintain, operate, repair, protect, remove and replace water pipeline, valves, and other associated structures and appurtenances (collectively referred to as the "Pipeline") over, across, under and through the Easement Area. This temporary construction easement shall carry with it the right of vehicular and pedestrian ingress and egress to and from, and access on and along the Easement Area.

This temporary construction easement is taken for a one year period to commence with construction of the Pipeline and expire at the time the Pipeline is put into service. Unless the construction contemplated hereunder is completed prior thereto or the parties agree to extend the expiration date in writing, this temporary construction easement will expire of its own terms on March 1, 2024.

The Metropolitan Water District of Salt Lake & Sandy, or its successors and assigns ("Metropolitan"), has a non-exclusive easement for an underground pipeline as reflected in the Non-Exclusive Pipeline Right-of-Way and Easement Agreement recorded in the Salt Lake County Recorder's Office on November 23,

November 4, 2022 Page 1 of 5

2004, as Entry No. 9230551 in Book 9064 at Page 1366 (the "Metropolitan Easement"). In accordance with the Metropolitan Easement, Grantee must consult and cooperate with Metropolitan in the location, maintenance and operation of the Pipeline.

Grantee shall repair any damage to Grantor's property resulting from the installation of the Pipeline ("Grantee's Work") and shall remove all construction debris upon completion of the construction. Grantee and its agents and contractors, in performance of any work on this easement, shall restore all property through which work traverses to as near its original condition as is reasonably possible. If Grantee's Work has affected any existing road, path, trail or right-of-way, Grantee shall restore the road, path, trail or right-of-way to the same or better condition that existed prior to Grantee's Work.

GRANTOR: SALT LAKE COUNTY

By: Exhibit Only, Do Not Sign
Mayor or Designee

By: ______Salt Lake County Clerk

GRANTEE:

WHITE CITY WATER IMPROVEMENT DISTRICT

By: Gentina f. Flint
Its: Chair

[Acknowledgements on Following Page]

STATE OF UTAH)	
:ss COUNTY OF SALT LAKE)	
	, 2023, personally appeared before me sworn did say that (s)he is the
of Salt Lake County, Office of Mayor, and the Salt Lake County by authority of law.	at the foregoing instrument was signed on behalf of
	NOTARY PUBLIC Residing in Salt Lake County
STATE OF UTAH) : ss.	
COUNTY OF SALT LAKE)	
who being by me duly sworn, did say and acl	s, personally appeared before me, knowledge that (s)he is the Clerk of Salt nent was signed by her/him on behalf of Salt Lake alt Lake County Council.
	NOTARY PUBLIC Residing in Salt Lake County
STATE OF UTAH)	
COUNTY OF SALT LAKE)	
On this 7th day of March Penulina F. Flint who being duly of White City Water Improvement District, and of White City Water Improvement District by	, 2023, personally appeared before me sworn did say that (s)he is the <u>Chair</u> , went by a Trustee and that the foregoing instrument was signed on behalf y authority of law.
	NOTARY PUBLIC
	Residing in Salt Lake County

PAUL H ASHTON
NOTARY PUBLIC • STATE OF UTAH
My Commission Expires July 31, 2023
COMMISSION NUMBER 707503

Exhibit 1 Legal Description of the Centerline for the Easement Parcel

AFFECTED PARCEL VESTING AND DESCRIPTION

TAX ID NO: 28-09-426-027

Entry 6674477 Book 7695 Page 557

PARCEL NO. 1

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PARCEL NO.2

Beginning at point North 89°35'O6" West 789.05 feet from the Northeast corner of the Southeast quarter of Section 9, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 0°00'50" West 577.05 feet to point of 2599.68 foot radius curve to the right; thence Southwesterly along the arc of said curve 737.36 feet to point of tangency; thence South 14°00' West 304.58 feet; thence North 72°00' West 1 16.90 feet to point of 179.34 foot radius curve to the left, thence Northwesterly along the arc of said curve 57.38 feet; thence North 1 5°00' East 1 11.58 feet; thence South 75°00' East 28.23 feet; thence North 1 6°15'54" East 200.93 feet to point of 2493.68 foot radius curve to the left; thence Northeasterly along the arc of said curve 707.30 feet to point of tangency; thence North 0°00'50" East 577.79 feet; thence South 89°35'06" East 106.00 feet to the point of beginning. Containing 4.223 acres.

Centerline Description

Commencing at the East quarter corner of Section 9, Township 3 South, Range 1 East, Salt Lake Meridian; thence North 89°20'42" West 839.08 feet along quarter section line to the POINT OF BEGINNING; thence South 00°38'19" West 100.89 feet; thence South 03°08'19" West 18.00 feet; thence South 05°38'19" West 18.00 feet; thence South 07°00'31" West 68.91 feet; thence South 04°30'34" West 41.13 feet; thence South 03°00'52" West 32.44 feet; thence South 00°30'52" West 421.94 feet; thence South 02°51'10" West 122.82 feet; thence South 00°21'10" West 57.33 feet; thence South 02°51'10" West 42.89 feet; thence South 10°08'35" West 104.66 feet; thence South 10°57'35" West 200.39 feet; thence South 12°45'05" West 187.97 feet; thence South 13°42'51" West 165.58 feet; thence South 16°29'24" West 25.96 feet to a point on the Northerly right of way line of Gyrfalcon Drive and the POINT OF ENDING.

The sidelines of said strip shall be lengthened or shortened to begin and end at the boundary of the grantors parcel.

November 4, 2022 Page 4 of 5

