

RESOLUTION NO. _____

ADOPTED: _____, 2021

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING
AND AUTHORIZING THE MAYOR TO EXECUTE A BOUNDARY LINE
AGREEMENT WITH QUESTAR GAS COMPANY DBA DOMINION
ENERGY UTAH

RECITALS

A. Salt Lake County (the “County”) owns a parcel of real property located at approximately 1111 West 3300 South (Parcel No. 15-26-377-003) in South Salt Lake City, Utah (collectively, the “County Property”) adjacent to James Madison Park.

B. Questar Gas Company dba Dominion Energy Utah (“Dominion Energy”) owns a parcel of real property abutting the County Property on the north (the “Dominion Property”). The Dominion Property is located at 1075 West 3300 South, South Salt Lake, Utah and is identified as Parcel No. 15-26-377-002.

C. Dominion Energy and the County have agreed to adjust the boundary line between the Dominion Property and the County Property, which will result in a decrease to the size of the Dominion Property and an increase to the size of the County Property.

D. The County and Dominion Energy have prepared a Boundary Line Agreement (the “Agreement”) wherein they agree to adjust the boundary line between the Dominion Property and the County Property as depicted on a Record of Survey, File No. S2021-09-0423.

E. As part of this Agreement, Dominion Energy will quitclaim its interest outside of the new boundary line to the County for no fee.

F. It has been determined that the best interests of the County and the general public will be served by adjusting the boundary line between the Dominion Property and the County Property as provided in the terms and conditions of the Agreement attached hereto as Exhibit A.

The execution of the Agreement will be in compliance with all applicable state statutes and county ordinances.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the attached Agreement is accepted and approved, and the Mayor is authorized to execute the Agreement on behalf of Salt Lake County and to deliver the executed document to the County Real Estate Section for recording.

APPROVED and ADOPTED this _____ day of _____, 2021.

SALT LAKE COUNTY COUNCIL

By: _____
Steve DeBry, Chair

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

Council Member Alvord voting	_____
Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member DeBry voting	_____
Council Member Granato voting	_____
Council Member Winder Newton voting	_____
Council Member Snelgrove voting	_____
Council Member Stringham voting	_____
Council Member Theodore voting	_____

APPROVED AS TO FORM:

R. Christopher Preston
Deputy District Attorney

Exhibit A
Boundary Line Agreement

WHEN RECORDED RETURN TO:

Attn: Property and Right-of-Way
Dominion Energy Utah
P.O. Box 45360
Salt Lake City, Utah 84145-0360
BN L./Tracy Aviary

*Space above for County Recorder's Use
Affects Parcel Nos. 15-26-377-002-0000 and 15-26-377-003-0000*

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT (this "**Agreement**") is entered as of the 8th day of October, 2021 (the "**Effective Date**"), by and among QUESTAR GAS COMPANY, dba DOMINION ENERGY UTAH, a Utah corporation ("**Dominion Energy**"), and SALT LAKE COUNTY, a body corporate and politic of the State of Utah ("Salt Lake County"). Dominion Energy and Salt Lake County are sometimes referred to herein singularly as a "**Party**" and collectively as the "**Parties**" with respect to the following:

A. Prior to executing this Agreement, Dominion Energy owns that certain parcel of real property (the "**Dominion Property**") located in Salt Lake County, Utah identified as Parcel No. 15-26-377-002-0000 more particularly described in Exhibit A, attached hereto and incorporated by this reference.

B. Prior to executing this Agreement, Salt Lake County owns that certain parcel of real property (the "**Salt Lake County Property**") located in Salt Lake County, Utah, identified as Parcel No. 15-26-377-003-0000, more particularly described in Exhibit A.

C. The Dominion Property and the Salt Lake County Property are contiguous. The Dominion Property and the Salt Lake County Property are sometimes referred to herein singularly as a "**Parcel**" and collectively as the "**Parcels**."

D. The Parties enter into this Agreement for the purpose of effectuating a parcel boundary adjustment among the Parcels in accordance with Utah Code Ann. § 57-1-45 and 10-9a-524 or 17-27a-523 in accordance with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual covenants and promises hereinafter set forth, the Parties agree as follows:

1. Accuracy of Recitals. The recitals set forth above are true, correct, and complete in all material respects.

2. Boundary Line. Pursuant to Section 57-1-45 of the Utah Code, the Parties hereby covenant and agree that from and after the Effective Date of this Agreement, the boundary lines

(the “**Boundary Lines**”) of the Dominion Property shall follow the legal description which is more particularly described on Exhibit B attached hereto and made a part hereof, and the boundary lines of the Salt Lake County Property shall follow the legal description which is more particularly described on Exhibit C attached hereto and made a part hereof.

3. Record of Survey Map. The file number of the record of survey map depicting the Boundary Lines that Dominion Energy has prepared and filed with the office of the Salt Lake County surveyor in conjunction with this Agreement is S2021-09-0523 (filed on September 22, 2021) (the “**Record of Survey**”), a copy of which is attached hereto and incorporated hereby as Exhibit D. To conform the legal descriptions of each of the Parcels to the Boundary Lines, (a) Dominion Energy hereby quitclaims to Salt Lake County any and all of Dominion Energy’s right, title and interest in and to the real property lying outside of the Boundary Lines of the Dominion Property as described on Exhibit B and as depicted on the Record of Survey; and (b) Salt Lake County hereby quitclaims to Dominion Energy any and all of Salt Lake County right, title and interest in and to the real property lying outside of the Salt Lake County Property and within the Dominion Property as described on Exhibit C and as depicted on the Record of Survey.

4. No New Lot. This Agreement accomplishes a “parcel boundary adjustment” as that term is defined in Utah Code Ann. § 17-27a-103(50)(a), or in Utah Code Ann. § 10-9a-103(47)(a), and does not create a new lot and thus is not a “subdivision” as set forth in Utah Code Ann. § 17-27a-103(70), and in Utah Code Ann. § 10-9a-103(65).

5. Integration; Modification. This Agreement and the Record of Survey contains the entire agreement between the Parties with respect to the matters set forth herein. This Agreement may be modified or amended only with the unanimous written agreement of the Parties, their successors and assigns.

6. Duration; Rights Run with the Land; Binding Effect. This Agreement and the Boundary Line established hereby shall be perpetual. Each of the agreements and rights contained in this Agreement shall (a) inure to the benefit of and be binding upon the Parties and their respective successors, successors-in-title, heirs and assigns as to their respective Parcel, or any portion of their respective Parcel, each of whom shall be an intended beneficiary (whether third party or otherwise) of the rights and agreements granted hereunder; (b) shall run with the land; and (c) shall remain in full force and effect and shall be unaffected by any change in the ownership of, or any encumbrance, lien, judgment, easement, lease or other right affecting, the Parcels, or any portion of the Parcels, or any change of use, demolition, reconstruction, expansion or other circumstances.

7. Further Action. The Parties shall execute and deliver all documents, provide all information, and take or forbear from taking all action as may be necessary or appropriate to achieve the purpose of this Agreement.

8. Interpretation. The paragraph headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Agreement shall include the plural, and the use of the plural in this Agreement shall include the singular, where the context is otherwise appropriate.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, specifically Utah Code Ann. §§ 57-1-45 and 10-9a-524 if the Parcels are subject to the authority of a municipality or 17-27a-523 if the Parcels are subject to the authority of a county.

10. Severability. In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant or other provision herein contained. If such condition, covenant or other provisions shall be deemed invalid due to its scope or breadth, such condition, covenant or other provision shall be deemed valid to the extent of the scope and breadth permitted by law.

11. Authority. Each signatory to this agreement represents and warrants that he or she has the requisite authority to execute this agreement and bind his or her respective Party. Further the execution, delivery, and performance of this Amendment has been duly authorized by all necessary action of each Party, and when duly executed and delivered, will be a legal, valid and binding obligation of each Party, enforceable in accordance with its terms.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered shall be deemed an original, but all of which shall together constitute one and the same instrument. This Agreement may be delivered by electronic mail.

[Signatures and Acknowledgements on Following Pages]

**EXHIBIT A
TO
BOUNDARY LINE AGREEMENT**

(Legal Description of Parcels Before Execution of this Agreement)

Dominion Property:

Parcel 15-26-377-002-0000

An entire tract of land described in that Warranty Deed recorded May 27, 2015 as Entry No. 12058574 in Book 10328, at Page 517 in the office of the Salt Lake County Recorder. Said parcel of land is located in the Southwest Quarter of Section 26, Township 1 South, Range 1 West, Salt Lake Base and Meridian and is described as follows:

Commencing 25.3 rods North and 568.2 feet West from the Southeast corner of Lot 9, Block 3, Ten Acre Plat "B", Big Field Survey and running thence West 79.59 feet; thence South 214 feet; thence East 79.59 feet; thence North 214 feet to the point of beginning.

EXCEPTING THEREFROM the following described portion conveyed to the State Road Commission of Utah, by that certain Warranty Deed recorded September 25, 1972 as Entry No. 2487026 in Book 3161 at Page 275 of official records, to-wit:

Beginning on the Southerly right of way line of an existing 33rd South Street at the Northeast corner of said entire tract, which point is 588.2 feet West from the Northeast corner of said Lot 9; thence South 7 feet, more or less, along the East boundary line of said entire tract to a point 60.0 feet perpendicularly distant Southerly from the center line of said project approximately opposite Engineer Station 93+25; thence North 89° 41' West 80 feet, more or less, to the West boundary line of said entire tract; thence North 7 feet, more or less, along said West boundary line to said Southerly right of way line; thence Easterly 80 feet, more or less, along said Southerly 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 State Road Commission of Utah.

Salt Lake County Property:

Parcel 15-26-377-003-0000

An entire tract of land described in that Warranty Deed recorded September 24, 1974 as Entry No. 2653481 in Book 3687, at Page 334 in the office of the Salt Lake County Recorder. Said parcel of land is located in the Southwest Quarter of Section 26, Township 1 South, Range 1 West, Salt Lake Base and Meridian and is described as follows:

Commencing 203.45 feet North and 568.2 feet West from the Southeast corner of Lot 9, Block 3, Ten Acre Plat "B", Big Field Survey, and running thence West 79.59 feet; thence South 191.4 feet; thence West 24.09 feet; thence South 12° 32' East 131.17 feet; thence East 75.47 feet; thence North 0° 2' 44" West 319.44 feet to the point of beginning.

**EXHIBIT B
TO
BOUNDARY LINE AGREEMENT**

(Legal Description of Dominion Property After Execution of this Agreement)

Dominion Property:

Parcel 15-26-377-002-0000

A PARCEL OF LAND BEING A PART OF AN ENTIRE TRACT DESCRIBED IN THAT WARRANTY DEED RECORDED MAY 27, 2015 AS ENTRY NO. 12058574 IN BOOK 10328, AT PAGE 517 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER. SAID ENTIRE TRACT IS SHOWN ON THAT RECORD OF SURVEY FILED AS S2016-02-0234 IN THE OFFICE OF THE SALT LAKE COUNTY SURVEYOR, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND SAID PARCEL IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE STREET MONUMENT LOCATED AT THE INTERSECTION OF 3300 SOUTH STREET AND 1100 WEST STREET, THENCE SOUTH 88° 49' 21" EAST 124.72 FEET ALONG THE STREET MONUMENT LINE, THENCE SOUTH 01° 10' 39" WEST 58.44 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89° 32' 32" EAST (RECORD = EAST) 79.59 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF 3300 SOUTH STREET; THENCE SOUTH 00° 27' 28" WEST (RECORD = SOUTH) 110.21 FEET ALONG THE EASTERLY BOUNDARY OF SAID ENTIRE TRACT; THENCE NORTH 89° 32' 32" WEST (RECORD = WEST) 79.59 FEET; THENCE NORTH 00° 27' 28" EAST (RECORD = NORTH) 110.21 FEET ALONG THE WESTERLY BOUNDARY OF SAID ENTIRE TRACT TO THE POINT OF BEGINNING.

CONTAINS 8,772 SQUARE FEET OR 0.201 ACRES.

**EXHIBIT C
TO
BOUNDARY LINE AGREEMENT**

(Legal Description of Salt Lake County Property After Execution of this Agreement)

Salt Lake County Property:

Parcel 15-26-377-003-0000

A PARCEL OF LAND BEING A PART OF AN ENTIRE TRACT DESCRIBED IN THAT WARRANTY DEED RECORDED MAY 27, 2015 AS ENTRY NO. 12058574 IN BOOK 10328, AT PAGE 517 AND ALSO SHOWN ON THAT RECORD OF SURVEY FILED AS S2016-02-0234 IN THE OFFICE OF THE SALT LAKE COUNTY SURVEYOR (HEREAFTER REFERRED TO AS "TRACT 1") AND ALL OF AN ENTIRE TRACT DESCRIBED IN THAT WARRANTY DEED RECORDED SEPTEMBER 24, 1974 AS ENTRY NO. 2653481 IN BOOK 3687, AT PAGE 334 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER AND ALSO SHOWN ON THAT RECORD OF SURVEY FILED AS S2019-06-0339 IN THE OFFICE OF THE SALT LAKE COUNTY SURVEYOR (HEREAFTER REFERRED TO AS "TRACT 2"), LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE STREET MONUMENT LOCATED AT THE INTERSECTION OF 3300 SOUTH STREET AND 1000 WEST STREET, THENCE SOUTH 00° 03' 50" WEST 156.07 FEET ALONG THE STREET MONUMENT LINE, THENCE WEST 564.80 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID TRACT 1, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00° 27' 28" WEST (RECORD = SOUTH) 416.23 FEET ALONG THE EASTERLY BOUNDARY OF SAID TRACT 1 AND AN EXTENSION THEREOF TO THE SOUTHEAST CORNER OF SAID TRACT 2; THENCE NORTH 89° 32' 32" WEST 93.40 FEET (RECORD = WEST 75.47 FEET) ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT 2 TO THE EASTERLY TOP BANK OF THE JORDAN RIVER; THENCE ALONG SAID EASTERLY TOP BANK THE FOLLOWING 2 COURSES:

1. NORTH 04° 51' 20" WEST 70.30 FEET;
 2. NORTH 24° 39' 42" WEST 64.11 FEET;
- THENCE ALONG THE WESTERLY BOUNDARY OF SAID TRACT 2 AND SAID TRACT 1 THE FOLLOWING 2 COURSES:
1. SOUTH 89° 32' 32" EAST 47.54 FEET (RECORD = EAST 24.47 FEET);
 2. NORTH 00° 27' 28" EAST (RECORD = NORTH) 288.19 FEET;
- THENCE SOUTH 89° 32' 32" EAST 79.59 FEET TO THE POINT OF BEGINNING.

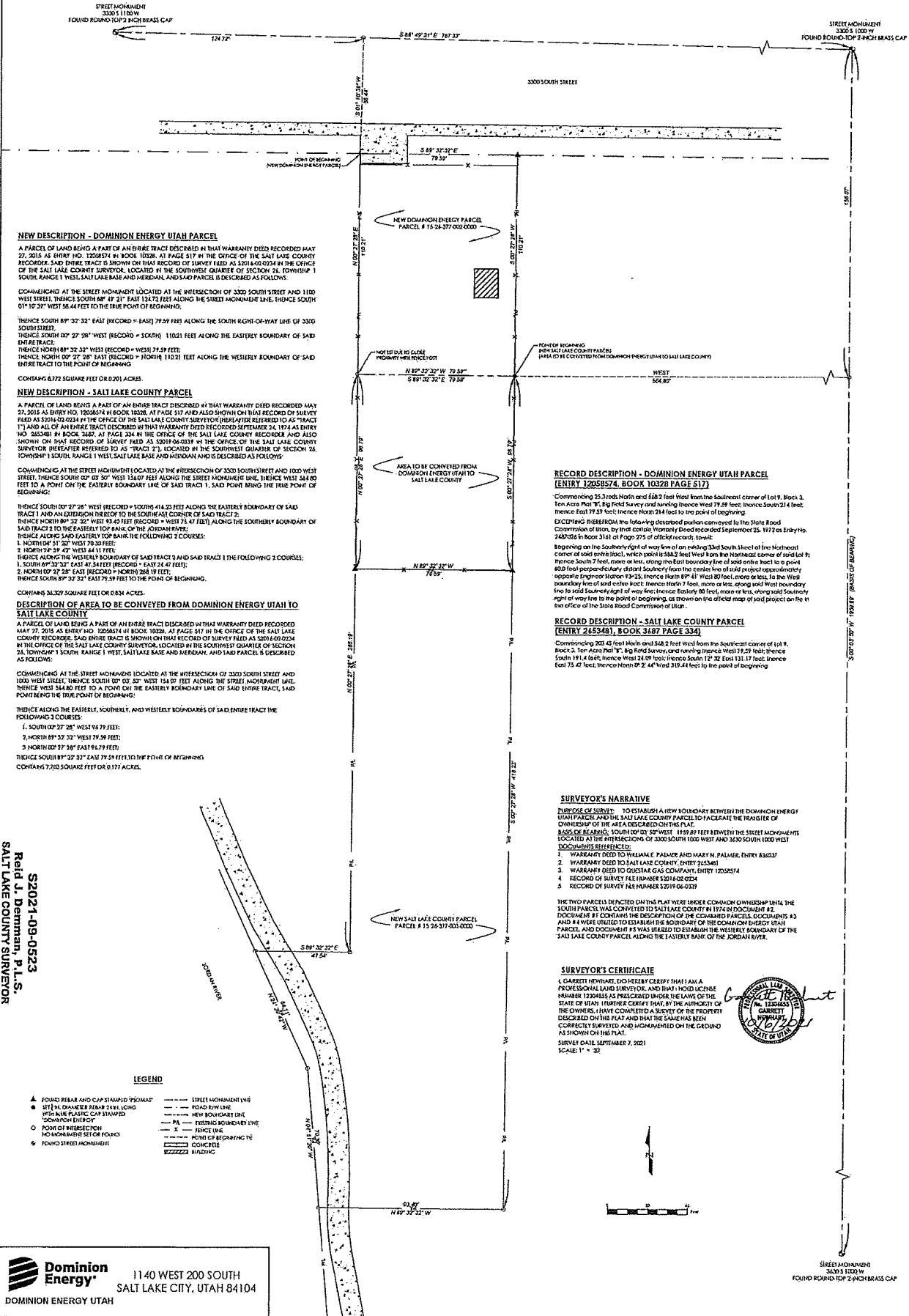
CONTAINS 36,329 SQUARE FEET OR 0.834 ACRES.

**EXHIBIT D
TO
BOUNDARY LINE AGREEMENT**

(Record of Survey)

RECORD OF SURVEY AND BOUNDARY LINE ADJUSTMENT

LOCATED IN
SW 1/4 SECTION 26
TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
SALT LAKE COUNTY, UTAH



NEW DESCRIPTION - DOMINION ENERGY UTAH PARCEL

A PARCEL OF LAND BEING A PART OF AN ENTIRE TRACT DESCRIBED IN THAT WARRANTY DEED RECORDED MAY 27, 2015 AS ENTRY NO. 12058574 IN BOOK 10326, AT PAGE 517 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER. SAID ENTIRE TRACT IS SHOWN ON THAT RECORD OF SURVEY FILED AS 2014-02-0234 IN THE OFFICE OF THE SALT LAKE COUNTY SURVEYOR, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND SAID PARCEL IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE STREET MONUMENT LOCATED AT THE INTERSECTION OF 3300 SOUTH STREET AND 1100 WEST STREET, THENCE SOUTH 89° 32' 32" EAST (RECORD = EAST) 79.59 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF 3300 SOUTH STREET;

THENCE SOUTH 00° 27' 28" WEST (RECORD = SOUTH) 110.21 FEET ALONG THE EASTERLY BOUNDARY OF SAID ENTIRE TRACT;

THENCE NORTH 89° 32' 32" WEST (RECORD = WEST) 71.59 FEET;

THENCE NORTH 00° 27' 28" EAST (RECORD = NORTH) 110.21 FEET ALONG THE WESTERLY BOUNDARY OF SAID ENTIRE TRACT TO THE POINT OF BEGINNING.

CONTAINS 6.772 SQUARE FEET OR 0.201 ACRES.

NEW DESCRIPTION - SALT LAKE COUNTY PARCEL

A PARCEL OF LAND BEING A PART OF AN ENTIRE TRACT DESCRIBED IN THAT WARRANTY DEED RECORDED MAY 27, 2015 AS ENTRY NO. 12058574 IN BOOK 10326, AT PAGE 517 AND ALSO SHOWN ON THAT RECORD OF SURVEY FILED AS 2014-02-0234 IN THE OFFICE OF THE SALT LAKE COUNTY SURVEYOR (HEREINAFTER REFERRED TO AS "TRACT 1") AND ALL OF AN ENTIRE TRACT DESCRIBED IN THAT WARRANTY DEED RECORDED SEPTEMBER 24, 1974 AS ENTRY NO. 265381 IN BOOK 3487, AT PAGE 334 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER AND ALSO SHOWN ON THAT RECORD OF SURVEY FILED AS 2011-04-0319 IN THE OFFICE OF THE SALT LAKE COUNTY SURVEYOR (HEREINAFTER REFERRED TO AS "TRACT 2"), LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE STREET MONUMENT LOCATED AT THE INTERSECTION OF 3300 SOUTH STREET AND 1000 WEST STREET, THENCE SOUTH 00° 27' 28" WEST 124.07 FEET ALONG THE STREET MONUMENT LINE, THENCE WEST 54.80 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID TRACT 1, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00° 27' 28" WEST (RECORD = SOUTH) 41.25 FEET ALONG THE EASTERLY BOUNDARY OF SAID TRACT 1 AND AN EXTENSION THEREOF TO THE SOUTHEAST CORNER OF SAID TRACT 2;

THENCE NORTH 89° 32' 32" WEST 93.40 FEET (RECORD = WEST 73.47 FEET) ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT 2 TO THE EASTERY TOP BANK OF THE JORDAN RIVER;

THENCE ALONG SAID EASTERLY TOP BANK THE FOLLOWING 2 COURSES:

1. NORTH 04° 51' 20" WEST 70.30 FEET;
2. NORTH 04° 39' 47" WEST 44.11 FEET;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID TRACT 2 AND SAID TRACT 1 THE FOLLOWING 2 COURSES:

1. SOUTH 89° 32' 32" EAST 47.45 FEET (RECORD = EAST 74.47 FEET);
2. NORTH 00° 27' 28" EAST (RECORD = NORTH) 268.19 FEET;

THENCE SOUTH 89° 32' 32" EAST 79.59 FEET TO THE POINT OF BEGINNING.

CONTAINS 34.329 SQUARE FEET OR 0.831 ACRES.

DESCRIPTION OF AREA TO BE CONVEYED FROM DOMINION ENERGY UTAH TO SALT LAKE COUNTY

A PARCEL OF LAND BEING A PART OF AN ENTIRE TRACT DESCRIBED IN THAT WARRANTY DEED RECORDED MAY 27, 2015 AS ENTRY NO. 12058574 IN BOOK 10326, AT PAGE 517 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER. SAID ENTIRE TRACT IS SHOWN ON THAT RECORD OF SURVEY FILED AS 2014-02-0234 IN THE OFFICE OF THE SALT LAKE COUNTY SURVEYOR, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND SAID PARCEL IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE STREET MONUMENT LOCATED AT THE INTERSECTION OF 3300 SOUTH STREET AND 1000 WEST STREET, THENCE SOUTH 00° 27' 28" WEST 124.07 FEET ALONG THE STREET MONUMENT LINE, THENCE WEST 54.80 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG THE EASTERLY, SOUTHERLY, AND WESTERLY BOUNDARIES OF SAID ENTIRE TRACT THE FOLLOWING 3 COURSES:

1. SOUTH 00° 27' 28" WEST 93.79 FEET;
2. NORTH 89° 32' 32" WEST 79.59 FEET;
3. NORTH 00° 27' 28" EAST 93.79 FEET;

THENCE SOUTH 89° 32' 32" EAST 79.59 FEET TO THE POINT OF BEGINNING.

CONTAINS 7.703 SQUARE FEET OR 0.177 ACRES.

RECORD DESCRIPTION - DOMINION ENERGY UTAH PARCEL

(ENTRY 12058574, BOOK 10326 PAGE 517)

Commencing 25.370 North and 68.97 West from the Southeast corner of Lot 9, Ten Acres Plat "C", Big Hole Survey and bearing thence West 71.29 feet thence South 21.4 feet thence East 79.37 feet; thence North 21.4 feet to the point of beginning.

EXCEPTING THEREFROM the following described portion conveyed to the State Road Commission of Utah, by that certain Warranty Deed recorded September 25, 1972 as Entry No. 2467026 in Book 3141 of Page 275 of Official Records, to-wit:

Beginning on the southerly right of way line of an existing 33rd South Street at the Northeast corner of said entire tract, which point is 583.2 feet West from the Northeast corner of said lot 9; thence South 7 feet, more or less, along the East boundary line of said entire tract to a point 400 feet perpendicular distant southerly from the center line of said project approximately opposite Engineer Station 19+25; thence North 89° 32' 32" West 80 feet, more or less, to the West boundary line of said entire tract; thence North 7 feet, more or less, along said West boundary line to said southerly right of way line; thence East 80 feet, more or less, along said southerly 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 State Road Commission of Utah.

RECORD DESCRIPTION - SALT LAKE COUNTY PARCEL

(ENTRY 265381, BOOK 3487 PAGE 334)

Commencing 203.43 feet North and 548.2 feet West from the Southeast corner of Lot 9, Block 3, Ten Acres Plat "C", Big Hole Survey and bearing thence West 71.29 feet; thence South 11.4 feet; thence West 24.09 feet; thence South 12° 28' East 121.17 feet; thence East 73.47 feet; thence North 00° 27' 28" West 319.4 feet to the point of beginning.

SURVEYOR'S NARRATIVE

PURPOSE OF SURVEY: TO ESTABLISH A NEW BOUNDARY BETWEEN THE DOMINION ENERGY UTAH PARCEL AND THE SALT LAKE COUNTY PARCEL TO FACILITATE THE TRANSFER OF OWNERSHIP OF THE AREA DESCRIBED ON THIS PLAN.

1. WARRANTY DEED TO WILLIAM E. PALMER AND MARY N. PALMER, ENTRY 836037
2. WARRANTY DEED TO SALT LAKE COUNTY, ENTRY 255340
3. WARRANTY DEED TO CHESTER GAS COMPANY, ENTRY 1206574
4. RECORD OF SURVEY FILE NUMBER 2014-02-0234
5. RECORD OF SURVEY FILE NUMBER 2011-04-0319

THE TWO PARCELS DEPICTED ON THIS PLAN WERE UNDER COMMON OWNERSHIP UNTIL THE SOUTH PARCEL WAS CONVEYED TO SALT LAKE COUNTY IN 1974 IN DOCUMENT #2. DOCUMENT #1 CONTAINS THE DESCRIPTION OF THE COBANNED PARCELS, DOCUMENTS #3 AND #4 WERE UTILIZED TO ESTABLISH THE BOUNDARY OF THE DOMINION ENERGY UTAH PARCEL, AND DOCUMENT #5 WAS UTILIZED TO ESTABLISH THE WESTERLY BOUNDARY OF THE SALT LAKE COUNTY PARCEL, ALONG THE EASTERY BANK OF THE JORDAN RIVER.

SURVEYOR'S CERTIFICATE

I, GARRETT NEWHART, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NUMBER 120585 AS PRESCRIBED IN BOOK 12614 OF THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT, BY THE AUTHORITY OF THE OWNERS, I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAN AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAN.

SURVEY DATE, SEPTEMBER 2, 2021
SCALE: 1" = 20'



S2021-09-0523
 Reid J. Demman, P.L.S.
 SALT LAKE COUNTY SURVEYOR

1140 WEST 200 SOUTH
SALT LAKE CITY, UTAH 84104

DOMINION ENERGY UTAH