

## LAND EXCHANGE AGREEMENT

THIS LAND EXCHANGE AGREEMENT ("**Agreement**") is entered into to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2020 ("**Effective Date**"), by and between JONATHON C. KAMMERER, as trustee of THE JONATHON C. KAMMERER REVOCABLE TRUST, dated the 15<sup>th</sup> of March 2017 ("**Kammerer Trust**"), and Salt Lake County, a body corporate and politic of the State of Utah ("**County**") (County and Kammerer Trust are individually referred to herein sometimes as a "**Party**" and collectively as the "**Parties**"), with respect to the following:

A. Kammerer Trust owns approximately 1.3 acres of real property in Salt Lake County, Utah more particularly described on Exhibit 1 attached hereto ("**Kammerer Trust Parcel**"). The Kammerer Trust Parcel is located at 3512 South 1000 West, South Salt Lake, Utah, and is identified as Parcel No. 15-35-100-003.

B. In 2018, County acquired approximately 2.069 acres of real property in Salt Lake County, Utah, more particularly described on Exhibit 2 attached hereto (collectively, the "**County Parcel**"). The County Parcel is located across the street from the Kammerer Trust Parcel at 3419 South 1000 West, South Salt Lake, Utah, and is identified as Parcel No. 15-26-451-027. The Kammerer Trust Parcel and the County Parcel are individually referred to herein sometimes as a "**Parcel**" and collectively as the "**Parcels**."

C. County desires pursuant to an exchange of lands to (1) acquire from Kammerer Trust the Kammerer Trust Parcel, and (2) convey to Kammerer Trust the County Parcel pursuant to the terms of this Agreement.

D. Kammerer Trust desires pursuant to an exchange of lands to (1) acquire from County the County Parcel, and (2) convey to County the Kammerer Trust Parcel pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, obligations and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Agreement to Exchange.

(a) Upon the terms and subject to the conditions and contingencies set forth herein, Kammerer Trust hereby agrees to acquire from County and County agrees to sell and convey to Kammerer Trust, the County Parcel. Kammerer Trust shall receive at Closing (defined below) the County Parcel having an appraised fair market value of Five Hundred Forty Thousand Six Hundred Seventy-Eight Dollars (\$540,678.00). This valuation is based upon an appraisal determining the value of the County Parcel to be \$6.00 per square foot.

(b) Upon the terms and subject to the conditions and contingencies set forth herein, County hereby agrees to acquire from Kammerer Trust and Kammerer Trust agrees to sell and convey to County, the Kammerer Trust Parcel. County shall receive at Closing the Kammerer Trust Parcel valued at Three Hundred Forty Thousand Eight Hundred Dollars (\$340,800.00), using the same value determination for the County Parcel. The Kammerer Trust shall also pay to County at Closing One Hundred Ninety-Nine Thousand Eight Hundred Seventy-Eight Dollars



(\$199,878.00), which is the difference between the value of the properties which are to be exchanged.

(c) Each Parcel shall be conveyed together with all improvements, rights, privileges, easements, rights-of-way and appurtenances, provided however that the contemplated conveyances shall not include any conveyance or grant of any water, water rights, or stock in water companies.

(d) As of Closing, each Party as grantor hereunder (the “**Grantor Party**”) shall deliver or cause to be conveyed to the other Party as grantee hereunder (“**Grantee Party**”), a special warranty deed (each a “**Deed**”), the form of which for the County Parcel is attached hereto as Exhibit 4, and the form of which for the Kammerer Trust Parcel is attached hereto as Exhibit 3. All terms herein referring to Grantor Party and Grantee Party shall apply to both Parties with respect to the individual parcel conveyances.

2. Closing. The closing of the exchange of the Parcels (the “**Closing**”) shall occur on a date mutually acceptable to the Parties but no later than October 16, 2020 (the “**Closing Date**”). At Closing, Kammerer Trust shall convey the Kammerer Trust Parcel to County, and County shall convey the County Parcel to Kammerer Trust. Consistent with the foregoing, Closing shall occur in the offices of the Escrow Agent (defined below), or at such other place as may be reasonably designated by the Parties. Each Grantor Party agrees to deliver vacant possession of its Parcel at Closing, free of any right of possession or claim to right of possession by any third party. Until Closing occurs, the risk of loss to a Parcel shall be borne solely by the Party owning such Parcel.

3. Escrow Agent. Upon the execution of this Agreement, the Parties shall establish an escrow with Metro National Title, 345 East 300 South, Salt Lake City, UT 84111, Attn: Erich Telford (the “**Escrow Agent**”), for the purpose of consummating the property exchange contemplated by this Agreement, by executing, if required by Escrow Agent, Escrow Agent’s standard escrow instructions. If standard escrow instructions are not required by Escrow Agent, this Agreement shall serve as Escrow Agent’s instructions. If standard escrow instructions are required by Escrow Agent and there is any inconsistency between the standard escrow instructions and this Agreement, this Agreement shall control. The Closing shall be consummated through Escrow Agent’s escrow. In addition to the deeds and other instruments contemplated to be delivered at Closing pursuant to this Agreement, the Parties shall each also execute and deliver such documents as are usual, customary and/or necessary for commercial real estate closings.

4. Prorations; Costs. Real property taxes and assessments relating to the Parcels shall be prorated as of Closing. The Grantor Party shall be responsible for and shall promptly pay all charges with respect to its Parcel(s) attributable to the period up to and including Closing. Each of the Parties shall pay its own fees and expenses in connection with this Agreement including, without limitation, its own attorneys’ fees, diligence costs, recording fees, and title insurance premiums or costs of endorsements desired by the Party, if any.

5. Inspection Review. Each Grantee Party will have an inspection period (the “**Inspection Period**”) of forty-five (45) days from the Effective Date of this Agreement in which to investigate the Grantor Party’s Parcel(s). During the Inspection Period, the Grantee Party may,



in its sole discretion, cancel the Agreement at any time for any reason by delivery of written notice to the Grantor Party. The Grantee Party and its representatives, consultants and contractors shall at all times have the privilege, opportunity and right of entering upon the Grantor Party's Parcel(s) in order to inspect and examine the same and perform boundary, topographic and like surveys and inspections, as well as other tests and inspections (including, without limitation, geotechnical and environmental tests, studies and examinations, soil tests, borings, percolation tests and other tests needed to determine surface, subsurface and topographic conditions). If a Grantee Party desires to perform invasive sampling and testing of the soil or groundwater in regard to an environmental site assessment, such Party must first obtain the Grantor Party's written approval for the scope of work. A Grantee Party's written sampling plan must be approved by the Grantor Party, and Grantor Party's representative shall have the right to accompany the Grantee Party upon entry onto the applicable Parcel(s). All studies and environmental tests shall be performed at the sole cost and expense of the Grantee Party and shall be performed so as to prevent any damage to the Parcel(s) and not interfere with the Grantor Party's use thereof. Each Party agrees any approval or consent hereunder shall not be unreasonably withheld, delayed or conditioned. Each Grantee Party further agrees to indemnify and hold the Grantor Party harmless from and against any and all claims, liabilities, or expenses of any nature whatsoever arising out of the Grantee Party's entry and activities on the Grantor Party's Parcel(s) provided; however, that the Grantee Party shall have no liability or responsibility related to (a) preexisting contamination not otherwise aggravated by the Grantee Party, or (b) conditions or for any cause of action, expense, damage, liability, claim or injury arising from the negligence or intentional act of the Grantor Party.

6. Title. Each Grantor Party shall deliver or cause to be delivered to the Grantee Party, at no expense to the Grantee Party, within fifteen (15) days of the Effective Date of this Agreement, a title insurance commitment ("**Title Commitment**") prepared by Escrow Agent covering the Grantor Party's Parcel(s) committing to issue to the Grantee Party, upon the recording of the respective Deed, a standard owner's policy of title insurance in an amount reasonably established by the Grantee Party. Each such title policy shall insure the Grantee Party's fee simple title to the respective Parcel, subject only to the Permitted Exceptions (defined below). Copies of all instruments and documents referred to in the Title Commitment shall be provided with the Title Commitment. Each Grantee Party will have thirty (30) days after receipt of the Title Commitment to review the status of the title ("**Title Review Period**"). If the Grantee Party has not given notice of objections within the Title Review Period, the Grantee Party will be deemed to have consented to the status of title to the respective Parcel. If, within the Title Review Period, the Grantee Party gives notice of bona fide objections specifying defect(s) rendering the title unmarketable, the Grantor Party shall attempt in good faith to cure such defects. Notwithstanding anything in this Agreement to the contrary, each Grantee Party acknowledges and agrees that the Grantor Party shall have no obligation to cure any objection or defect to title. If a Grantee Party's objections are not cured by the Grantor Party within ten (10) days from notice of objections, the Grantee Party may either waive such title objections and proceed to, and complete, Closing or terminate this Agreement by delivering written notice to the other Party. All exceptions listed on each Title Commitment which are not objected to by the Grantee Party or are objected to by the Grantee Party and cured by the Grantor Party are referred to herein collectively as the "**Permitted Exceptions**." Notwithstanding any other provision of this Agreement, the Permitted Exceptions shall not include, and each Grantor Party shall convey and warrant the respective Parcel to the Grantee Party free and clear of, any lien or encumbrance on the respective Parcel that secures the payment of money, or that may be removed or satisfied



by the payment of money, but not including the lien of taxes or assessments not yet due or payable as of the Closing.

7. Conditions to Closing.

(a) Notwithstanding anything in this Agreement to the contrary and in addition to any other conditions in favor of Kammerer Trust, Kammerer Trust's obligation to close under this Agreement shall be subject to the satisfaction (or waiver by Kammerer Trust in writing) of the following conditions and contingencies ("**Kammerer Trust Closing Conditions**") on and as of the Closing, or such other date as may be set forth below:

(i) County shall have delivered to Escrow Agent the original, signed Deed to the County Parcel in recordable form, and otherwise fully complied with all of the obligations and covenants in this Agreement on its part to be performed on or prior to the Closing Date and there shall be no default on the part of County hereunder.

(ii) there shall be no effective injunction or restraining order of any nature issued by a court of competent jurisdiction which shall direct that this Agreement or the transaction contemplated herein not be consummated.

(iii) Kammerer Trust shall have obtained written confirmation from the City of South Salt Lake that its proposed use of the County Parcel after the Closing is either a permitted use or can be approved through applicable land use processes; provided however, that such written confirmation must be obtained prior to October 16, 2020 to allow Closing to occur in accordance with Section 2.

(b) Notwithstanding anything in this Agreement to the contrary and in addition to any other conditions in favor of County, County's obligation to close under this Agreement shall be subject to the satisfaction (or waiver by County in writing) of the following conditions and contingencies ("**County Closing Conditions**") on and as of the Closing, or such other date as may be set forth below:

(i) Kammerer Trust shall have delivered to Escrow Agent the original, signed Deed to the Kammerer Trust Parcel in recordable form, have paid into escrow the difference between the value of the properties which are to be exchanged pursuant to Section 1, and otherwise fully complied with all of the obligations and covenants in this Agreement on its part to be performed on or prior to the Closing Date and there shall be no default on the part of Kammerer Trust hereunder.

(ii) there shall be no effective injunction or restraining order of any nature issued by a court of competent jurisdiction which shall direct that this Agreement or the transaction contemplated herein not be consummated.

(c) Effect of Failure to Satisfy Conditions. If any Closing Condition is not satisfied as of the date required for such condition, the Party harmed by such failure may at its sole option: (i) terminate this Agreement, or (ii) if the non-satisfaction of any condition is a result of the other Party's failure or inability to perform hereunder, extend the Closing Date until such date as the other Party performs.



8. "As Is" Exchange.

(a) EXCEPT AS SET FORTH IN THIS AGREEMENT AND THE DEED, EACH GRANTEE PARTY IS NOT RELYING, AND HAS NOT RELIED, ON ANY REPRESENTATION, GUARANTEE, WARRANTY OR ACTION OF THE GRANTOR PARTY RELATING TO THE PROPERTY BEING CONVEYED TO THE GRANTEE PARTY, AS APPLICABLE (HEREINAFTER, THE "**CONVEYED PROPERTY**"), AND THAT THE GRANTEE PARTY IS TAKING THE CONVEYED PROPERTY BASED UPON THE GRANTEE PARTY'S OWN INVESTIGATION, INSPECTION, KNOWLEDGE, AND UNDERSTANDING OF THE CONVEYED PROPERTY. EACH GRANTEE PARTY ACKNOWLEDGES THAT IT HAS HAD ADEQUATE TIME AND OPPORTUNITY TO INVESTIGATE THE CONVEYED PROPERTY AS IT DEEMED NECESSARY AND/OR APPROPRIATE.

(b) EACH GRANTEE PARTY HEREBY ACCEPTS THE CONVEYED PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS", AND, EXCEPT AS SET FORTH IN THIS AGREEMENT AND THE DEED, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, AND EACH GRANTOR PARTY DOES HEREBY DISCLAIM AND RENOUNCE ANY SUCH REPRESENTATION OR WARRANTY PREVIOUSLY GIVEN OR OFFERED TO THE GRANTEE PARTY, EXCEPT TO THE EXTENT SUCH REPRESENTATION OR WARRANTY IS EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE DEED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH GRANTOR PARTY PROVIDES NO WARRANTIES, REPRESENTATIONS OR ASSURANCES AS TO THE ENVIRONMENTAL CONDITION OF THE CONVEYED PROPERTY, THE FITNESS OF THE CONVEYED PROPERTY FOR ANY PARTICULAR PURPOSE (INCLUDING WITHOUT LIMITATION THE CURRENT USE THEREOF), OR THE CONFORMITY OF THE CONVEYED PROPERTY WITH ANY APPLICABLE LAWS, ORDINANCES, RULES, OR REGULATIONS.

9. Representations and Warranties. Each Grantor Party hereby represents and warrants, and covenants and agrees with, the Grantee Party as to the following matters (all representations, warranties and covenants are true on the date hereof and shall be true as of the Closing and shall survive Closing):

(a) Grantor Party has the requisite power and authority to enter into this Agreement, and this Agreement is valid and binding upon Grantor Party and enforceable against Grantor Party in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency or other laws affecting creditor's rights generally and by general principles of equity.

(b) No consent, approval or authorization of, or declaration, filing or registration with, any third party, including any governmental or regulatory authority, United States or foreign, is required in connection with the execution, delivery and performance of this Agreement by Grantor Party.

(c) Neither this Agreement, the Deed, nor any document contemplated by or entered into in connection with this Agreement, shall constitute a default under any agreement by which Grantor Party is bound.



(d) To the best of each Grantor Party's knowledge, there is no litigation, administrative action or proceeding pending (or to the Grantor Party's knowledge threatened) against or relating to the Grantor Party's Parcel nor does Grantor Party know of any reasonable grounds or know of any basis for any such action.

10. Covenants. For the real property interests being conveyed, each Grantor Party shall not take any action, permit or acquiesce in any action or fail to take any action that will adversely affect the Grantor Party's Parcel(s), unless otherwise contemplated by this Agreement. From the Effective Date until the Closing Date, the Grantor Party agrees not to allow the following without the prior written consent of the Grantee Party: (a) enter into any transaction with respect to or affecting the real property interests that would in any way prevent the Grantee Party's full performance hereunder, or limit or adversely affect the Grantee Party's rights as an owner of the property; (b) sell, encumber or grant any interest in the Grantor Party's real property rights to the Grantor Party's Parcel(s) or any part thereof in any form or manner whatsoever; or (c) enter into, amend, waive any rights under, terminate or extend any document or instrument affecting the Grantor Party's real property rights to the Grantor Party's Parcel(s).

11. Tax Treatment. The Parties agree that to the extent they can legally do so, the Parties shall report the transactions contemplated by this Agreement as a like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, and its implementing regulations and shall not take any position on any tax return that is inconsistent with such reporting position.

12. Default; Remedies. In the event of a default by a Party, the non-defaulting Party shall give written notice of such default and thereafter the defaulting Party shall have ten (10) days to cure such default (or such longer period if such is reasonably necessary in order to cure the default, not to exceed thirty (30) days, provided that such Party commences such cure within the initial ten (10) day period and thereafter diligently pursues the cure to completion). In the event that a Party fails to cure its default within the cure period, the non-defaulting Party's sole remedies for such default shall be to: (a) waive the effect of such default and proceed to consummate the exchange transaction; (b) terminate this Agreement; or (c) bring an appropriate action for specific performance of this Agreement. If specific performance is the remedy selected, no action for damages shall be brought, either separately or in conjunction with its action for specific performance. All rights and remedies contained in this Section shall be non-cumulative and exclusive.

13. Further Assurances. Each Party shall deliver to the other Party such further documents and instruments as may be reasonably necessary or appropriate to consummate the transactions contemplated by this Agreement.

14. Notices. All notices, requests, demands or other communications hereunder shall be in writing and deemed given when delivered personally, when deposited to be sent via a nationally-recognized overnight courier keeping receipts of delivery, service prepaid or billed to sender, or on the day said communication is deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, addressed as shown below the signature block:

To Kammerer Trust: The Jonathon C. Kammerer Revocable Trust,  
dated the 15<sup>th</sup> of March 2017



Attn: Jonathon C. Kammerer  
3512 South 1000 West  
South Salt Lake City, Utah 84119

with a copy to: 2623 East 2900 South  
Millcreek, Utah 84109

To County: Salt Lake County Real Estate Section  
2001 South State Street S3-110  
Salt Lake City, Utah 84119  
Attn: Derrick L. Sorensen

with a copy to: Salt Lake County District Attorney - Civil  
35 East 500 South  
Salt Lake City, Utah 84111  
Attn: R. Christopher Preston

or to such address as either Party may from time to time designate by notice in writing to the other Party. While notice given by courier service or mail shall be effective when deposited with the courier service or in the mail, properly addressed and postage paid or shipping charges paid or billed to the sender, all as aforesaid, the period in which a response to such a notice must be given or taken shall run from the date of receipt by the addressee. Rejection, refusal to accept delivery or inability to deliver due to changed address of which no notice has been given shall be deemed receipt by the addressee.

15. Dates. Whenever the last day for the exercise of any privilege or the discharge of any duty hereunder shall fall upon a Saturday, Sunday or any United States or State holiday, the party having such privilege or duty shall have until 5:00 p.m. Mountain Time on the next succeeding Business Day to exercise such privilege or to discharge such duty.

16. General Provisions.

(a) Assignment. No Party shall assign this Agreement or its interest hereunder in whole or part without the prior written consent of the other Party which consent shall not be unreasonably withheld, delayed or conditioned.

(b) Time of Essence. Time is of the essence with respect to all dates and deadlines in this Agreement.

(c) Captions. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

(d) No Waiver. The failure of either Party to insist upon the strict performance of any provision of this Agreement or to exercise any right, power, or remedy consequent upon a breach



thereof shall not constitute a waiver by such Party of any such provision, breach, or subsequent breach of the same or any other provision.

(e) Brokers' Commission. Each Party represents and warrants to the other Party that there are no claims for brokerage commissions or finder's fees in connection with this Agreement. Each Party shall indemnify the other Party against all liabilities arising from any such claim that may be made through the indemnifying Party.

(f) No Third Party Beneficiary. Except as otherwise expressly provided herein, no term or provision of this Agreement or any Exhibit hereto is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation or other entity not a party hereto (including, without limitation, any broker), and no such other person, firm, corporation or entity shall have any right or cause of action hereunder.

(g) Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Kammerer Trust and County as to the subject matter hereof. The exhibits and recitals to this Agreement are by this reference incorporated herein. All of the covenants, representations, warranties, and agreements contained herein shall survive the Closing for a period of one year.

(h) Severability. If any provision herein shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby, (i) such holding or action shall be strictly construed; (ii) such provision shall be fully severable; (iii) this Agreement shall be construed and enforced as if such provision had never comprised a part hereof; (iv) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and (v) in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible.

(i) Binding Effect. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective personal representative, successors and assigns.

(j) Governing Law. This Agreement will be construed and enforced in accordance with the laws of the State of Utah.

(k) Amendments. This Agreement may not be amended, modified, revoked, supplemented, waived or otherwise changed except by a written instrument executed by the Party against whom enforcement is sought.

(l) Attorneys' Fees. If either Party brings or commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages by reason of an alleged breach of this Agreement), the prevailing Party, if any, in such action shall be entitled to recover from the non-prevailing Party all reasonable attorneys' fees that may have been incurred, including any and all costs and expenses incurred in enforcing, perfecting and executing such judgment, and including all costs of appeal.



(m) Authority of Signers. The person executing this contract on behalf of Kammerer Trust warrants his or her authority to do so and to bind Kammerer Trust. Salt Lake County is a body corporate and politic of the State of Utah. The signature of the County Mayor, pursuant to a resolution of the County Council, is required in order to bind County. In the event an authorized representative of the Salt Lake County Real Estate Section first executes this Agreement, this Agreement is subject to ratification by the County Council, and to execution by the County Mayor.

(n) Counterparts. This Agreement may be executed in two or more counterparts, each of which, when executed, will be deemed an original and all of which together will be deemed one and the same instrument.

17. GRAMA. Kammerer Trust acknowledges that this Agreement and other documents are subject to public disclosure by County upon approval and ratification of this Agreement by the County Council pursuant to the Utah Government Records Access Management Act ("**GRAMA**"), Utah Code Ann. §§ 63G-2-101, *et seq.* If Kammerer Trust deems any documents or portions of documents to be proprietary and protected, Kammerer Trust must make those designations in accordance with GRAMA. Disclosure of any documents or portions of documents designated as proprietary by Kammerer Trust will be pursuant to GRAMA and at the sole discretion of County.

18. Ethical Standards. Kammerer Trust represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

19. Campaign Contributions. Kammerer Trust acknowledges the prohibition of campaign contributions by contractors to County candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances, 2001. Kammerer Trust also acknowledges and understands this prohibition means that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with County maybe prohibited from making certain campaign contributions to County candidates. Kammerer Trust further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this Agreement. Kammerer Trust represents, by executing this Agreement, that Kammerer Trust has not made or caused others to make any campaign contribution to any County candidate in violation of the above-referenced County ordinance.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

**KAMMERER TRUST:**

The Jonathon C. Kammerer Revocable Trust, dated the 15<sup>th</sup> of March 2017

By:   
Jonathan C. Kammerer, Trustee

**COUNTY:**

Salt Lake County, a body corporate and politic of the State of Utah

**APPROVED AS TO FORM**

Salt Lake County  
District Attorney's Office



By: \_\_\_\_\_  
Mayor or Designee



**EXHIBIT 1**  
**TO**  
**LAND EXCHANGE AGREEMENT**

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Legal Description of Kammerer Trust Parcel

Warranty Deed – Entry #12508199, Book 10544, Page 2582, dated 04/04/2017

COMMENCING 25.988 FEET NORTH & 33 FEET WEST  
FROM THE NORTHEAST CORNER OF LOT 7, BLOCK 3,  
TEN ACRE PLAT B, BIG FIELD SURVEY; THENCE  
SOUTH 00 DEGRE 22' EAST 150.562 FEET; THENCE WEST  
377.5 FEET; THENCE NORTH 00 DEGREES 22' WEST  
150.563 FEET; THENCE EAST 377.5 FEET TO THE  
POINT OF BEGINNING; 1.304 ACRES



**EXHIBIT 2**  
**TO**  
**LAND EXCHANGE AGREEMENT**

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Legal Description of County Parcel

A parcel of land being part of two entire tracts described as Parcel 1 and Parcel 2 in that Warranty Deed recorded as Entry No. 12857967 in Book 10716 at Page 9561 in the office of the Salt Lake County Recorder. Said parcel of land is located in Lot 11, Block 3 Ten Acre Plat B, Big Field Survey and the Southeast Quarter of Section 26, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and is described as follows:

**Beginning** at a point in an existing fence line, 554.28 feet S. 00°07'07" E. (deed = S. 00°06'58" E.) along the monument line of 900 West Street and 33.0 feet S. 89°52'54" W. (deed = S. 89°53'02" W.) and 260.70 feet S. 00°07'07" E. (deed = S. 00°06'58" E.) and 277.93 feet N. 89°46'07" W. (deed = 277.81 feet N. 89°44'58" W.) from the monument found at the intersection of 900 West and 3300 South Streets; thence N. 00°07'06" W. 1.72 feet (deed = N. 00°06'58" W. 1.87 feet) along said fence line, to an intersection of fences and the southerly boundary line of Lot 3, HRC Subdivision, recorded on June 29, 2019 as Entry No. 130193317 in Book 2019P at Page 192 in the office of said Recorder; thence Westerly along said fence line and southerly Lot line, the following three (3) courses: 1) N. 89°22'13" W. (deed = N. 89°22'05" W.) 204.77 feet; 2) N. 89°46'59" W. (deed = N. 89°46'51" W) 132.83 feet; 3) N. 89°39'12" W. (deed = N. 89°39'04" W.) 111.47 feet to the easterly right of way line of 1000 West Street as dedicated by said HRC Subdivision; thence S. 00°02'50" E. 202.03 feet along said easterly right of way line, to intersect the southerly boundary of said Parcel 1 and northerly boundary of Lot 4 of said HRC Subdivision; thence S. 89°46'07" E. (deed = East) 444.32 feet along said southerly boundary and northerly Lot line, to intersect an existing fence line as shown on that record of survey plat filed as S2016-08-0583 in the office of the Salt Lake County Surveyor; thence Northerly (deed = North) along said fence line the following four (4) courses: 1) N. 01°38'16" E. 51.45 feet; 2) N. 01°52'17" E. 47.65 feet; 3) N. 01°17'56" E. 47.68 feet; 4) N. 00°30'59" E. 51.96 feet, to the **Point of Beginning**.

The above-described parcel of land contains 90,113 square feet in area or 2.069 acres, more or less.



**EXHIBIT 3**  
**TO**  
**LAND EXCHANGE AGREEMENT**

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Form of Special Warranty Deed for Kammerer Trust Parcel

WHEN RECORDED, MAIL TO:

Salt Lake County Real Estate Section  
2001 South State Street S3-110  
Salt Lake City, Utah 84119  
Attn: Derrick L. Sorensen

Tax Serial No. 15-35-100-003

**SPECIAL WARRANTY DEED**

JONATHON C. KAMMERER, as trustee of THE JONATHON C. KAMMERER REVOCABLE TRUST, dated the 15<sup>th</sup> of March 2017, Grantor, of Salt Lake County, hereby conveys and warrants against all who claim by through or under the grantor, to SALT LAKE COUNTY, a body corporate and politic of the State of Utah, Grantee, for the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the following real property (the "Property") located in Salt Lake County, State of Utah, and more particularly described as follows:

(SEE EXHIBIT "A")

TOGETHER WITH all easements, tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining to the Property, including, but not limited to, (a) buildings, structures, fixtures, signs, and other improvements of every kind and nature presently situated on, in, under or about the Property; (b) all easements, rights of way, benefits, and appurtenances running with such Property; (c) all of Grantor's right, title and interest, if any, in any land (and related improvements) lying in any street, road or avenue in front of, adjacent to, or adjoining, such real property; and (d) all of Grantor's right, title and interest, if any, in and to all mineral and subsurface rights of any kind whatsoever related or appurtenant to such real property.

No water, water rights, or stock in water companies of any kind whatsoever are conveyed in connection with this grant of the Property, and Grantor hereby reserves all such water, water rights and/or stock in water companies for itself, whether or not same are currently used on, appurtenant to, or associated with the Property.

SUBJECT TO current taxes and assessments and to reservations, easements, covenants, conditions, restrictions of record.



IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this \_\_\_\_ day of \_\_\_\_\_, 2020.

**GRANTOR:**

THE JONATHON C. KAMMERER REVOCABLE TRUST,  
dated the 15<sup>th</sup> of March 2017

By: specimen – do not sign  
Jonathon C. Kammerer, Trustee

STATE OF UTAH                    )  
  :SS  
County of Salt Lake            )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me \_\_\_\_\_, who being duly sworn, did say that he is the Trustee of THE JONATHON C. KAMMERER REVOCABLE TRUST, dated the 15<sup>th</sup> of March 2017, and that the foregoing instrument was signed on behalf of said Trust, by authority of law.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in Salt Lake County, Utah



**EXHIBIT A**  
**TO**  
**SPECIAL WARRANTY DEED**

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Warranty Deed – Entry #12508199, Book 10544, Page 2582, dated 04/04/2017

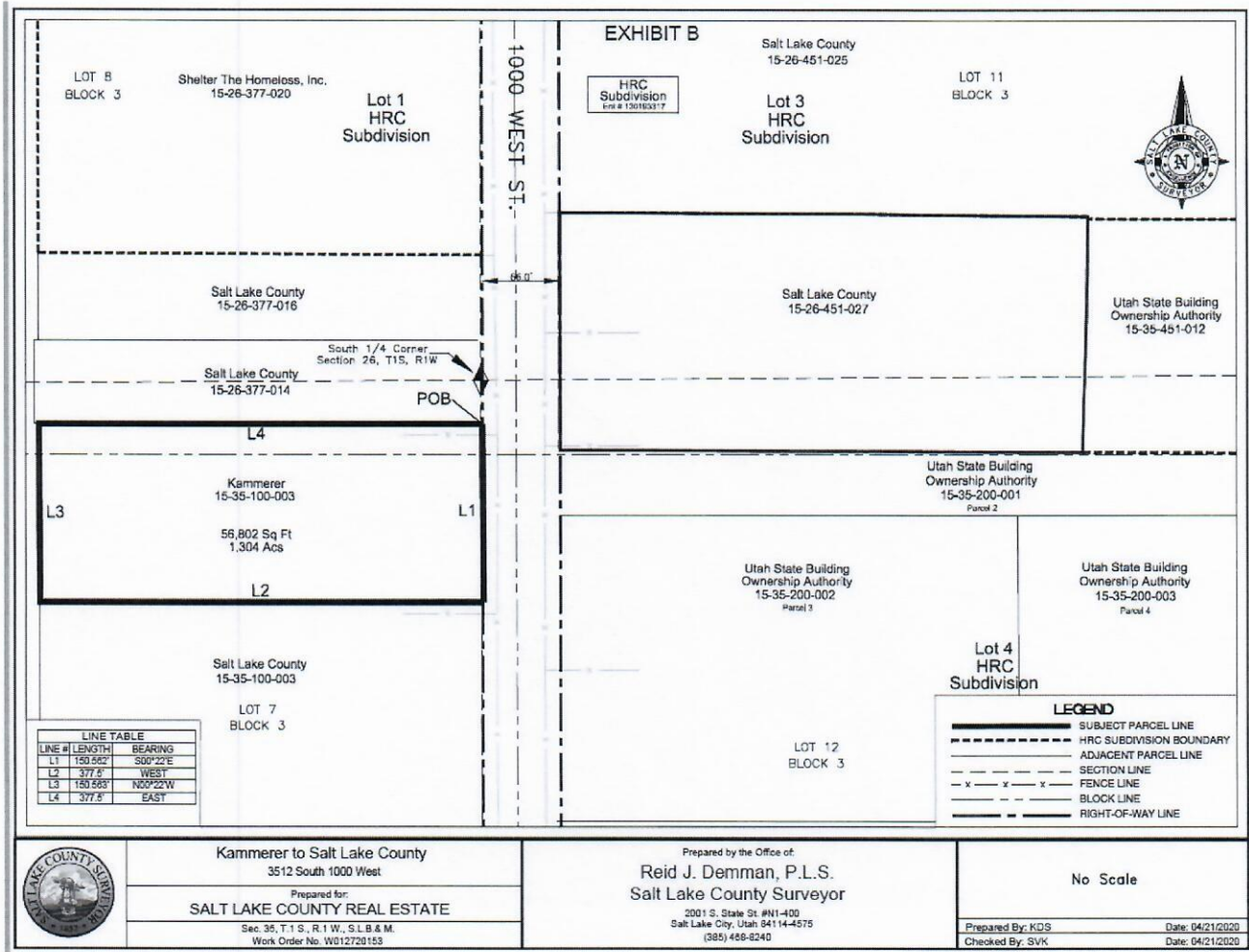
COMMENCING 25.988 FEET NORTH & 33 FEET WEST  
FROM THE NORTHEAST CORNER OF LOT 7, BLOCK 3,  
TEN ACRE PLAT B, BIG FIELD SURVEY; THENCE  
SOUTH 00 DEGRE 22' EAST 150.562 FEET; THENCE WEST  
377.5 FEET; THENCE NORTH 00 DEGREES 22' WEST  
150.563 FEET; THENCE EAST 377.5 FEET TO THE  
POINT OF BEGINNING; 1.304 ACRES

EXHIBIT “B”

By this reference, made a part hereof.



# **EXHIBIT B** **TO** **SPECIAL WARRANTY DEED**



# **EXHIBIT 4** **TO**



## LAND EXCHANGE AGREEMENT

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### Form of Special Warranty Deed for County Parcel

WHEN RECORDED, MAIL TO:

THE JONATHON C. KAMMERER REVOCABLE TRUST,  
dated the 15<sup>th</sup> of March 2017  
Needs Address

Attn: Jonathan C. Kammerer

### **SPECIAL WARRANTY DEED**

Parcel No. 15-26-451-027

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, Grantor, hereby conveys and warrants against all who claim by through or under the grantor, to JONATHON C. KAMMERER, as trustee of THE JONATHON C. KAMMERER REVOCABLE TRUST, dated the 15<sup>th</sup> of March 2017, for the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the following real property (the "Property") located in Salt Lake County, State of Utah, and more particularly described as follows:

(SEE EXHIBIT "A")

TOGETHER WITH all easements, tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining to the Property, including, but not limited to, (a) buildings, structures, fixtures, signs, and other improvements of every kind and nature presently situated on, in, under or about the Property; (b) all easements, rights of way, benefits, and appurtenances running with such Property; (c) all of Grantor's right, title and interest, if any, in any land (and related improvements) lying in any street, road or avenue in front of, adjacent to, or adjoining, such real property; and (d) all of Grantor's right, title and interest, if any, in and to all mineral and subsurface rights of any kind whatsoever related or appurtenant to such real property.

No water, water rights, or stock in water companies of any kind whatsoever are conveyed in connection with this grant of the Property, and Grantor hereby reserves all such water, water rights and/or stock in water companies for itself, whether or not same are currently used on, appurtenant to, or associated with the Property.

SUBJECT TO current taxes and assessments and to reservations, easements, covenants, conditions, restrictions of record.



IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this \_\_\_\_ day of \_\_\_\_\_, 2020.

**SALT LAKE COUNTY**

By: specimen – do not sign  
Mayor or Designee

By: specimen – do not sign  
County Clerk or Designee

STATE OF UTAH                    )  
  :SS  
County of Salt Lake                )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me \_\_\_\_\_, who being duly sworn, did say that (s)he is the \_\_\_\_\_ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in Salt Lake County, Utah

STATE OF UTAH                    )  
  :SS  
County of Salt Lake                )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say and acknowledge that s(he) is the \_\_\_\_\_ of Salt Lake County, and that the foregoing instrument was signed by her (him) on behalf of Salt Lake County, by authority of a Resolution of the Salt Lake County Council.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in Salt Lake County, Utah



**EXHIBIT A**  
**TO**  
**SPECIAL WARRANTY DEED**

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A parcel of land being part of two entire tracts described as Parcel 1 and Parcel 2 in that Warranty Deed recorded as Entry No. 12857967 in Book 10716 at Page 9561 in the office of the Salt Lake County Recorder. Said parcel of land is located in Lot 11, Block 3 Ten Acre Plat B, Big Field Survey and the Southeast Quarter of Section 26, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and is described as follows:

**Beginning** at a point in an existing fence line, 554.28 feet S. 00°07'07" E. (deed = S. 00°06'58" E.) along the monument line of 900 West Street and 33.0 feet S. 89°52'54" W. (deed = S. 89°53'02" W.) and 260.70 feet S. 00°07'07" E. (deed = S. 00°06'58" E.) and 277.93 feet N. 89°46'07" W. (deed = 277.81 feet N. 89°44'58" W.) from the monument found at the intersection of 900 West and 3300 South Streets; thence N. 00°07'06" W. 1.72 feet (deed = N. 00°06'58" W. 1.87 feet) along said fence line, to an intersection of fences and the southerly boundary line of Lot 3, HRC Subdivision, recorded on June 29, 2019 as Entry No. 130193317 in Book 2019P at Page 192 in the office of said Recorder; thence Westerly along said fence line and southerly Lot line, the following three (3) courses: 1) N. 89°22'13" W. (deed = N. 89°22'05" W.) 204.77 feet; 2) N. 89°46'59" W. (deed = N. 89°46'51" W.) 132.83 feet; 3) N. 89°39'12" W. (deed = N. 89°39'04" W.) 111.47 feet to the easterly right of way line of 1000 West Street as dedicated by said HRC Subdivision; thence S. 00°02'50" E. 202.03 feet along said easterly right of way line, to intersect the southerly boundary of said Parcel 1 and northerly boundary of Lot 4 of said HRC Subdivision; thence S. 89°46'07" E. (deed = East) 444.32 feet along said southerly boundary and northerly Lot line, to intersect an existing fence line as shown on that record of survey plat filed as S2016-08-0583 in the office of the Salt Lake County Surveyor; thence Northerly (deed = North) along said fence line the following four (4) courses: 1) N. 01°38'16" E. 51.45 feet; 2) N. 01°52'17" E. 47.65 feet; 3) N. 01°17'56" E. 47.68 feet; 4) N. 00°30'59" E. 51.96 feet, to the **Point of Beginning**.

The above-described parcel of land contains 90,113 square feet in area or 2.069 acres, more or less.

EXHIBIT "B"

By this reference, made a part hereof.

# EXHIBIT B TO SPECIAL WARRANTY DEED

