

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“**Agreement**”) is dated as of February __, 2020 (the “**Acceptance Date**”) by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (“**Seller**”), and **SALT LAKE VALLEY HABITAT FOR HUMANITY**, a Utah non-profit corporation (“**SLVH**”), and **HOUSING AUTHORITY OF THE COUNTY OF SALT LAKE**, a body corporate and politic, sometimes doing business as **HOUSING CONNECT** (“**HC**”, and together with SLVH, collectively “**Buyers**”).

1. AGREEMENT TO PURCHASE/SELL PROPERTY: Seller hereby agrees to sell, convey and assign to Buyers, and Buyers agree to buy and accept from Seller, under the terms and conditions and for the purchase price hereinafter set forth, that certain real property located at approximately 4474 South Main Street, Murray, Utah (“**City**”), comprising five (5) parcels (Parcel Nos. 21-01-426-001, 21-01-426-002, 21-01-426-003, 21-01-426-006, and 21-07-503-014, consisting of approximately 2.76 acres) as more particularly described on Exhibit A attached hereto and incorporated herein by reference, together with any and all appurtenant rights, privileges and easements (collectively, the “**Property**”).

2. PURCHASE PRICE: The purchase price for the Property shall be \$2,500,000.00 (the “**Purchase Price**”), and shall be payable as follows: \$50,000.00 Earnest Money Deposit to be deposited with First American Title Company, 215 S. State Street, Suite 380, Salt Lake City, Utah 84111 (“**Title Company**”) within five (5) business days of the mutual execution of this Agreement, and the balance of \$2,450,000.00, which shall be payable at Closing. Unless this Agreement is terminated as provided in Sections 6 or 8 or the Seller is in default, the Earnest Money Deposit shall become non-refundable upon expiration of the Inspection Period defined below.

3. CLOSING:

3.1 Provided this Agreement has not terminated in accordance with the provisions of Sections 6 or 8, the "Closing" with respect to the Property shall be held at the offices of the Title Company, on or before the expiration of sixty (60) days from the expiration of the Inspection Period, but not later than October 30, 2020 (the “**Outside Closing Date**”), unless the same is extended as provided herein. The date on which the Closing actually takes place or, if more than one day is required to complete the Closing, the day on which the documents specified herein are recorded, is herein referred to and designated as the “**Closing Date**.”

3.2 At the Closing, the following shall occur, each action being considered a condition precedent to the others and all being considered as taking place simultaneously:

(a) Seller shall convey and warrant to Buyers, or their designee, title to the Property, subject only to the Permitted Exceptions applicable thereto referred to in Section 6.4 hereof. The Special Warranty Deed to Buyer shall be in the form of Exhibit “**C**” attached hereto.

(b) Buyer shall deliver to Seller cash (or certified funds) for the balance of the Purchase Price as required pursuant to the provisions of Section 2.

(c) All reasonable and customary pro-rations for the Property purchased shall be made as of the Closing and appropriate credit shall be given for real property taxes, assessments, rents, and other matters, the nature of which properly require such treatment. For purposes of prorations and adjustments required herein, Seller shall be deemed the owner of the Property on the Closing Date and Buyer shall be deemed the owner of the Property as of the day after the Closing Date. If on the Closing the applicable assessed value for the applicable year cannot be ascertained, real property taxes relative to the Property shall be apportioned on the basis of the assessed value for the previous year, and the Parties shall make adjustment payments after the Closing based on the actual assessed value for the applicable year when such information is available.

(d) Seller shall be responsible for the cost of recording the Special Warranty Deed. In the event an escrow is necessary in conjunction with the Closing, Seller and Buyer shall each pay one-half of the costs of any such escrow.

(e) The Parties shall execute and deliver to each other statements reflecting the adjustments, payments and credits described in this Section 3.2.

(f) Seller and Buyer agree to execute and deliver such other documents and instruments and take such other action as may be reasonably necessary or appropriate to consummate the transactions contemplated by this Agreement.

3.3 In conjunction with the Closing, Seller shall arrange and pay for the issuance and delivery to Buyer of an Owner's Standard Policy of Title Insurance in the amount of the Purchase Price insuring that fee simple title to the Property is vested in Buyers (or their designee) and subject only to the Permitted Exceptions with respect thereto. The policy of title insurance shall be issued by First American Title Insurance Company or another company reasonably acceptable to Buyers. In the event that Buyers elect to delete the standard printed exceptions, or any of them, from the title insurance obtained in accordance with the provisions hereof or elect to obtain one or more endorsements to such policy of title insurance, Buyer shall be solely responsible for the premium cost of such deletions.

4. POSSESSION: Seller shall deliver possession of the Property to Buyers on the Closing Date.

5. AGENCY DISCLOSURE: At the signing of this Agreement, SLVH is represented by Jason Hagblom with NEXUS Commercial Real Estate ("SLVH's Broker"). Seller is not responsible to pay any real estate commission in this transaction and SLVH shall indemnify Seller from any claim related to any real estate commission owed to SLVH's Broker.

6. TITLE AND SURVEY

6.1 On or before the expiration of ten (10) business days from the Acceptance Date of this Agreement (as defined in Section 24), Seller shall deliver or cause to be delivered to Buyers (unless a delay is caused by the Title Company):

(a) with respect to the Property, a current Commitment for an Owner's Standard

Policy of Title Insurance (hereinafter referred to as the "Title Commitment"), issued by the Title Company on behalf of and underwritten by First American Title Insurance Company or another company reasonably acceptable to Buyers, whereby the Title Company commits to issue its Owner's Standard Coverage Policy of Title Insurance on ALTA Form (B) written in accordance with the terms of this Agreement and including, without limitation, if elected by Buyers, a modification of printed exceptions as set forth in Section 6.2 herein below;

(b) legible copies of all instruments shown as exceptions on the Title Commitment.

6.2 The Title Commitment shall set forth the legal description of the Property (or each parcel thereof), shall list Buyers as the prospective named insureds, and shall show as the policy amount the Purchase Price. If Buyers elect, the standard printed exceptions and other common exceptions generally included in title commitments shall be deleted, and the premium costs of deleting such exceptions shall be at the sole cost and expense of Buyers. At such time as the legal description of the Real Property is finalized by the survey provided for in Section 6.3 below, if at all, such Title Commitment shall be amended to reflect such finalized legal description.

6.3 Seller shall provide to Buyers a copy of the most recent existing survey covering the Property (the "Survey"), or if none exists, Buyers may, at their own cost and expense, order one within twenty (20) days of the Acceptance Date of this Agreement, provided the same shall be finalized within ninety (90) days of the Acceptance Date of this Agreement. Once the legal description of the Property has been confirmed, subject to any modification of the Survey that might be required, such legal description shall be substituted for the description set forth on Exhibit "A" attached hereto and made a part hereof.

6.4 Buyers shall have a period of fifteen (15) business days from the receipt of the Title Commitment and legible copies of all instruments shown as exceptions thereon (not including those standard printed exceptions and other common exceptions generally included in title commitments as intended in Section 6.2), and the Survey to notify Seller of those matters and items to which Buyers object (the "Non-Permitted Exceptions") and of those items subject to which Buyers are willing to accept title to the real property ("Permitted Exceptions"). All title encumbrances or exceptions set forth in such documents and to which Buyers do not object within such review period, other than monetary obligations which shall be deemed unacceptable to Buyers, shall be deemed to be Permitted Exceptions. Within five (5) business days of Seller's receipt of written notice of the Non-Permitted Exceptions, if any, Seller may elect to give notice to Buyers (the "Exception Notice") that either (a) Seller has elected to attempt to cure all or a portion of such Non-Permitted Exceptions, or (b) Seller will not to cure all or a portion of such Non-Permitted Exceptions. In the event Seller fails to deliver an Exception Notice to Buyers, Seller shall be deemed to have elected not to cure the Non-Permitted Exceptions. If Seller has elected to cure all or a portion of the Non-Permitted Exceptions, Seller, at its sole cost and expense, shall use commercially reasonable efforts to cure or remove all Non-Permitted Exceptions within twenty (20) days of the date upon which Seller has delivered the Exception Notice. In the event Seller has cured the Non-Permitted Exceptions, upon the Seller's cure or removal of the last Non-Permitted Exception which Seller can cure or remove, Seller shall cause Title Company to reissue the commitment reflecting the curing or removal of the Non-Permitted Exceptions which Seller

has cured or removed. Any Non-Permitted Exception which is properly cured in the time and manner set forth herein shall be deemed a Permitted Exception. If Seller fails to so cure any such Non-Permitted Exception, or elects not to cure all or a portion of the Non-Permitted Exceptions as specified in the Exception Notice, or is unable to cure such Non-Permitted Exception, within said period or such additional periods which Buyers may grant to Seller in writing, Buyers shall have the following exclusive rights:

Buyers shall either: (i) terminate this Agreement by giving Seller written notice thereof within five (5) business days after receipt of notice of Seller's inability to cure such Non-Permitted Exceptions, and/or delivery of the Exception Notice, as applicable, in which event, neither Party shall have any further rights, or obligations hereunder (other than the return of the Earnest Money to Buyers); or (ii) if Buyers shall fail to terminate this Agreement within such applicable time, Buyers shall be deemed to have waived such Non-Permitted Exceptions and accepted title subject thereto, unless Buyers grant Seller additional time to cure.

Any monetary liens (other than taxes which shall be prorated at Closing) currently against the Property or placed upon or against the Property by Seller or with its consent after the Acceptance Date and prior to Closing, shall be deemed Non-Permitted Exceptions to be discharged at Closing by Seller.

6.5 At least seventy-two (72) hours prior to Closing, Seller shall cause the Title Commitment to be updated and such updated Title Commitment shall be subject only to the Permitted Exceptions as determined in Section 6.4 above. If the updated Title Commitment discloses new exceptions not previously disclosed, in addition to the Permitted Exceptions as determined in Section 6.4 above, then the Closing shall be delayed, and Buyers shall have five (5) days after its receipt the updated Title Commitment within which to notify Seller of any such exceptions to which they object. Any such new exceptions not objected to by Buyers as required by the aforesaid sentence shall become Permitted Exceptions. If Buyers object to any such new exceptions, Seller shall have until Closing (but in any event at least fifteen (15) days after it receives notice of Buyers' objection(s)) to remedy such exceptions by release or endorsement by the Title Insurer. If Seller fails to remedy any such new exceptions as aforesaid, Buyers may, as its sole and exclusive remedy, terminate this Agreement and obtain a return of the Earnest Money. If Buyers do not elect to terminate this Agreement, Buyers shall consummate the Closing and accept title to the Property subject to all such new exceptions (in which event, all such exceptions and those previously approved shall be deemed "Permitted Exceptions").

6.6 Any objection to a title matter contained in this Section 6 by one of the Buyers shall be deemed an objection by both Buyers.

7. **SELLER DISCLOSURES:** No later than ten (10) business days after the Acceptance Date, Seller will deliver to the Buyers the following Seller disclosures in Seller's possession, if any (unless otherwise already produced in conjunction with the disclosure required by Section 6.1(b) above: (a) copies of all loan documents, leases, rental agreements, liens, and other financial encumbrances against the Property; (b) copies of all studies and/or reports which have previously been completed on the Property, including without limitation, environmental reports, soils studies, site plans, surveys and the like.

8. BUYER UNDERTAKINGS:

8.1 Buyers shall have one hundred eighty (180) days from the Acceptance Date (the "Inspection Period") to review surveys, to obtain geotechnical reports, to obtain environmental surveys/studies, to perform any soil tests and boring tests, to review any and all leases, to obtain confirmation from all relevant parties and/or agencies that the Property meets all necessary zoning requirements, to determine the developmental feasibility of the Property, and all other due diligence Buyers deems necessary (the "Buyer Undertakings"). During the Inspection Period, Buyers and their contractors shall have the right to enter upon the Property at all reasonable times for the purposes of conducting Buyer Undertakings, provided such Buyer Undertakings shall be at the sole expense of the Buyers. Buyers may cancel this Agreement at any time during the Inspection Period for any reason or no reason at all by providing written notice to the Seller. Upon written notice of termination during the Inspection Period, the Earnest Money in its entirety shall be refunded to Buyers. In the event that City approvals (including but not limited to zoning, subdivision, site plan and/or conditional use permits) necessary for the development of the Property have been filed, but have yet to be heard or such hearing(s) has been continued and the failure is not attributable to the Buyers, upon Buyers' written request, Seller shall be entitled to an extension of the Inspection Period by a period of forty-five (45) days provided that such request is made by Buyers prior to the expiration of the original Inspection Period, which request shall be evidenced by an amendment to this Agreement. Seller shall not unreasonably condition, delay or condition such extension of the Inspection Period.

8.2 If during Buyers' inspection of the Property as provided in Section 8.1 above, Buyers determine that there exists some material defect to the Property (not including title defects which shall be addressed by the procedures set forth in Section 6, or a defect that will be remedied by demolition of the current improvements upon the Property), Buyers shall within twenty (20) days of discovery of such defect, but not later than expiration of the Inspection Period, notify Seller of such defect by written notice. Seller may elect to give notice to Buyers (the "Cure Notice") that either (a) Seller has elected to attempt to cure all or a portion of such defects, or (b) Seller will not cure all or a portion of such defects. In the event Seller fails to deliver a Cure Notice to Buyers, Seller shall be deemed to have elected not to cure the defects. If Seller has elected to cure all or a portion of the defects, Seller, at its sole cost and expense, shall use commercially reasonable efforts to cure or remove such defects within thirty (30) days of the date upon which Seller has delivered the Cure Notice. If Seller fails to so cure any such defect, or elects not to cure all or a portion of the defects as specified in the Cure Notice, or is unable to cure such defects, within said period or such additional periods which Buyers may grant to Seller in writing, Buyers shall have the following exclusive rights:

Buyers shall either: (i) terminate this Agreement by giving Seller written notice thereof within five (5) business days after receipt of notice of Seller's inability to cure such defects, and/or delivery of the Cure Notice, as applicable, in which event, neither Party shall have any further rights, or obligations hereunder (other than the return of the Earnest Money to Buyers); or (ii) if Buyers shall fail to terminate this Agreement within such applicable time, Buyers shall be deemed to have waived such defects, unless Buyers grant Seller additional time to cure.

9. CONTINGENCIES: Buyer's obligations under this Agreement are conditioned upon and

subject to the Buyer's approving title to the Property as specified in Sections 6, the Seller Disclosures in Section 7, and, if undertaken, the results of actions referenced in Buyer Undertakings as specified in Section 8. Buyers shall have until the expiration of the Inspection Period to approve Seller Disclosures, to complete the Buyer Undertakings, and to remove the contingencies referenced in this Section 9.

10. SELLER'S WARRANTIES: To induce Buyers to enter into this Agreement and to purchase the Property, as of the date of this Agreement and also as of the Closing, Seller represents, warrants, and covenants to Buyers as follows:

10.1 Seller has not heretofore received any written notice and has no knowledge of any presently existing or pending condemnation, assessment or similar charge or proceeding affecting the Property or any portion thereof.

10.2 Seller has no knowledge of any actual or threatened action, suit or proceeding against or affecting the Property or any portion thereof, or relating to or arising out of the ownership or operation of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality.

10.3 Seller has not made an assignment for the benefit of creditors, filed a voluntary petition in bankruptcy or been the subject of an involuntary petition, had a receiver appointed for all or substantially all of its assets, or admitted in writing its inability to pay its debts as they become due.

10.4 Seller has not received notice of violation of any governmental ordinances, statutes, regulations, or requirements affecting the Property, including but not limited to zoning, building code or environmental laws or ordinances.

10.5 Except as specified in Section 12, this Agreement has been, and all documents to be executed by Seller which are to be delivered at Closing will be, duly authorized, executed and delivered by Seller and this Agreement and such documents will not violate any provision of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

10.6 Intentionally deleted.

10.7 Except as set forth herein, Seller has not granted any license, lease or other right relating to the use or possession of the Property other than matters shown of record or otherwise specifically stated herein, and Seller shall not grant or convey any new easement, lease, license, permit or any other legal or beneficial interest in or to the Property which cannot be terminated prior to Closing without the prior written consent of Buyers which shall not be unreasonably withheld.

10.8 Seller has no knowledge of any outstanding agreements made by or on behalf of Seller for any improvements to the Property or other work with respect to the Property which could result in the filing of a lien upon the Property for which payment has not been fully made.

10.9 Except as shown in any environmental reports delivered to Buyers by Seller, Seller has not received any written notice and has no knowledge that all or any portion of the Property is not in compliance with all environmental laws or regulations. Seller has no knowledge that any portion of the Property has been used as a site for the placement and/or burial of fill or debris.

10.10. The representations and warranties set forth in this Section 10, shall be deemed to be remade as of Closing and shall survive the Closing and the delivery of the Deed for a period of twelve (12) months from the Closing Date. Notice of any claim as to a breach of any representation or warranties resulting in damage to Buyers, must be made to Seller prior to the expiration of such twelve (12) month period or it shall be deemed a waiver of the right to assert such claim.

11. CHANGES DURING TRANSACTION: Seller agrees that no changes to any existing leases shall be made, no new leases entered into, and no alterations or improvements to the Property shall be made or undertaken without the written consent of Buyers.

12. AUTHORITY OF SIGNERS: The persons executing this contract on behalf of Buyers each warrant his or her authority to do so and to bind Buyers. Seller, Salt Lake County, is a body corporate and politic of the State of Utah. The signature of the Salt Lake County Mayor, pursuant to a resolution of the County Council, is required in order to bind Seller. In the event this Agreement is first executed by an authorized representative of the Salt Lake County Real Estate Division, this Agreement is subject to ratification by the County Mayor and County Council.

13. COMPLETE CONTRACT: This instrument, together with its addenda, any attached exhibits, and Seller Disclosures, constitutes the entire contract between the parties, and supersedes and replaces any and all prior negotiations, representations, warranties, understandings, or contracts between the parties. This contract cannot be changed except by written agreement of the parties.

14. GRAMA: Buyers acknowledge that this Agreement and other documents are subject to public disclosure by Seller 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 Buyers deem any documents or portions of documents to be proprietary and protected, Buyers must make those designations in accordance with GRAMA. Disclosure of any documents or portions of documents designated as proprietary by Buyers will be pursuant to GRAMA and at the sole discretion of Seller.

15. ETHICAL STANDARDS: Buyers represent that they have 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.

16. CAMPAIGN CONTRIBUTIONS: Buyers acknowledge the prohibition of campaign contributions by contractors to County candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances, 2001. Buyers also acknowledge and understand this prohibition means that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with Seller maybe prohibited from making certain campaign contributions to County candidates. Buyers further acknowledge that violation of this prohibition may result in criminal sanctions as well as termination of this Agreement. Buyers represent, by executing this Agreement, that Buyers have not made or caused others to make any campaign contribution to any County candidate in violation of the above-referenced County ordinance.

17. ABROGATION: Except for express warranties made in this contract, the provisions of the contract shall not apply after closing.

18. ASSIGNMENT: This Agreement and the rights and obligations of Buyers hereunder, are personal to Buyers. This Agreement may not be assigned by Buyers without the prior written consent of Seller, provided, however, that either Buyer party HC or SLVH may, by a written assignment and assumption agreement, assign all their rights, titles and interests in this Agreement to the other Buyer party without the consent of Seller. The assignment and assumption agreement shall be in writing and executed by HC and SLVH terminating and releasing the assigning Buyer party from this Agreement and the non-assigning party assumes all obligations, performances and payments required by this Agreement as the sole Buyer party.

19. RISK OF LOSS: All risk of loss or damage to the property shall be borne by Seller until closing.

20. TIME IS OF THE ESSENCE: Time is of the essence regarding the dates set forth in this transaction. Extensions must be agreed to by all parties.

21. ELECTRONIC TRANSMISSION AND COUNTERPARTS: Electronic transmission (including email and fax) of any signed original document, and retransmission of any signed electronic transmission, shall be the same as delivery of an original.

22. INCORPORATION OF PRIOR AGREEMENTS: This Agreement contains the entire understanding of Buyers and Seller with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements and understandings between the parties hereto pertaining to any such matter. No provision of this Agreement may be amended, modified, supplemented, or added to except by an agreement in writing, expressly stating that such agreement is an amendment of this Agreement, signed by the parties to this Agreement or their respective successors-in-interest.

23. CONTRACT DEADLINES: Buyer and Seller agree that the following deadlines shall apply to the Agreement.

(a) **Seller Disclosure Deadline** ten (10) calendar days from the Acceptance Date

(b) **Inspection Period Deadline** one hundred eighty (180) calendar days after the

Acceptance Date or as extended pursuant to Sections 6 or 8.

(c) Closing Deadline

Within sixty (60) calendar days after the Inspection Period Deadline.

24. ACCEPTANCE DATE: The "Acceptance Date" shall be the date on which the last of Buyers and Seller executes this Agreement.

25. NOTICES. All notices and other communications provided for in this Agreement shall be in writing and shall be sufficient for all purposes if personally served or if mailed by certified or registered U.S. Mail, return receipt requested, postage prepaid, and addressed as follows:

(a) If to Seller, to:

SALT LAKE COUNTY
2001 South State Street, S3-110
Salt Lake City, Utah 84119

Attention: Derrick L. Sorensen

or such other address or addresses as Seller may hereafter designate by notice to Buyers as herein provided; and

(b) If to Buyers, to:

SALT LAKE VALLEY HABITAT FOR HUMANITY
1276 South 500 West
Salt Lake City, Utah 84101
Attention: Edward R. Blake

And to:

HOUSING AUTHORITY OF THE COUNTY OF SALT LAKE
3595 S. Main Street,
Salt Lake City, Utah 84115

Attention: Janice Kimball

or such other address or addresses as Buyers may hereafter designate by notice to Seller as herein provided.

(c) If personally served, notices or other communications under this Agreement shall be deemed to have been given and received and shall be effective when personally served. If sent by mail in the form specified herein, notices and other communications under this Agreement shall be deemed to have been given and received and shall be effective when deposited in the U.S. Mail in the form specified in this Paragraph.

IN WITNESS WHEREOF, Buyers and Seller have executed this Agreement as of the day and year first above written.

SELLER:

SALT LAKE COUNTY

By: _____
Mayor or Designee

APPROVED AS TO FORM
Salt Lake County
District Attorney's Office
Digitally signed by
Robert Preston
Date: 2020.02.18
16:48:30 -07'00'
R. Christopher Preston

BUYERS:

SALT LAKE VALLEY HABITAT FOR
HUMANITY, a Utah nonprofit corporation

By: 

Name: EDWARD R. BLAKE

Title: C.E.O.

**HOUSING AUTHORITY OF THE COUNTY
OF SALT LAKE**, a body corporate and politic,
sometimes doing business as **HOUSING
CONNECT**

By: 

Name: Janice Kimball

Title: C.E.O.

Exhibit A
(Legal Description)

(EXHIBIT A)

Parcel 21-01-426-006

An entire tract of land described in that Warranty Deed recorded May 6, 1975 as Entry No. 2705333 in Book 3851 at Page 388 in the office of the Salt Lake County Recorder. Said entire tract is located in Lot 2, Block 9, Ten Acre Plat "A", Big Field Survey in the East Half of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and is described as follows:

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

LESS AND EXCEPT from the above described entire tract, a parcel of land described as Parcel 0266:101 in that Quit Claim Deed recorded February 27, 2015 as Entry No. 12001498 in Book 10300, at Page 4024 in the Office of the Salt Lake County Recorder. Said parcel of land is located in Lot 2, Block 9, Ten Acre Plat "A", Big Field Survey in the Southeast Quarter of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and is described as follows:

A parcel of land in fee incident to the widening of the existing highway State Route 266 (4500 South Street) known as Project No. F-0266(62)3, being part of an entire tract of property situate in Lot 2 of Block 9, Ten Acre Plat "A", Big Field Survey, and the NE1/4SE1/4 of Section 1, T. 2 S., R. 1 W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the existing northerly right of way line of 4500 South Street and the existing westerly right of way line of Main Street which intersection is 66.00 ft. S. 89°31'09" W. (S. 89°36'00" W. by record) and 103.44 ft. N. 00°04'00" E. from the Southeast corner of said Lot 2, said intersection is also 33.00 ft. perpendicularly distant westerly from the control line of Main Street opposite engineer station 3+49.70; and running along said northerly right of way line of 4500 South Street the following (2) courses and distances: (1) S. 56°37'57" W. 30.82 ft.; thence (2) N. 82°48'00" W. 223.77 ft. to a point 63.17 ft. radially distant northerly from the control line of said 4500 South Street opposite engineer station 35+55.21 to the beginning of a 5293.17-foot radius non-tangent curve to the right; thence Northeasterly 220.42 ft. along the arc of said curve (Note: Chord to said curve bears S. 86°12'14" E. for a distance of 220.40 ft.) at a point 63.17 ft. radially distant northerly from said control line of 4500 South Street opposite engineer station 37+73.00; thence N. 59°26'58" E. 10.31 ft. to a point 69.17 ft. radially distant northerly from said control line of 4500 South Street opposite engineer station 37+81.28; thence N. 47°10'46" E. 25.87 ft. to said westerly right of way line of Main Street, to a point 33.00 ft. perpendicularly distant westerly from said control line of Main Street opposite engineer station 3+69.02; thence S. 00°04'00" W. 19.33 ft. along said westerly right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 2,064 square ft. or 0.047 acres in area, more or less.

(Note: Rotate all bearings in the above descriptions 00°26'26" clockwise to obtain highway bearings.)

LESS AND EXCEPT from the above described entire tract, a parcel of land described as Parcel 0266:101:C in that Quit Claim Deed recorded February 27, 2015 as Entry No. 12001499 in Book 10300, at Page 4027 in the Office of the Salt Lake County Recorder. Said parcel of land is located in Lot 2, Block 9, Ten Acre Plat "A", Big Field Survey in the Northeast Quarter of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and is described as follows:

A parcel of land in fee incident to the widening of the existing highway State Route 266 (4500 South Street) known as Project No. F-0266(62)3, being part of an entire tract of property situate in Lot 2 of Block 9, Ten Acre Plat "A", Big Field Survey, and the SE1/4NE1/4 of Section 1, T. 2 S., R. 1 W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point in the existing westerly right of way line of Main Street which point is 66.00 ft. S. 89°31'09" W. (S. 89°36'00" W. by record) and 262.15 ft. N. 00°04'00" E. from the Southeast corner of said Lot 2, said point is also 33.00 ft. perpendicularly distant westerly from the Main Street control line opposite approximate engineer station 5+08.41; and running thence N. 89°56'00" W. 2.50 ft. to a point 35.50 ft. perpendicularly distant westerly from said control line opposite approximate engineer station 5+08.41; thence N. 00°04'00" E. 52.12 ft. along a line parallel with said control line to the northerly property line of said entire tract at a point opposite approximate engineer station 5+60.54; thence N. 89°36'00" E. 2.50 ft. along said northerly property line to said existing westerly right of way line of Main Street, to a point 33.00 ft. perpendicularly distant westerly from said control line opposite approximate engineer station 5+60.54; thence S. 00°04'00" W. 52.15 ft. along said existing westerly right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 130 square ft. or 0.003 acres in area, more or less.

(Note: Rotate all bearings in the above descriptions 00°26'26" clockwise to obtain highway bearings.)

LESS AND EXCEPT from the above described entire tract, a parcel of land described as Parcel 9999:1 in that Quit Claim Deed recorded March 27, 1998 as Entry No. 6905883 in Book 7923, at Page 0477 in the Office of the Salt Lake County Recorder. Said parcel of land is located in Lot 2, Block 9, Ten Acre Plat "A", Big Field Survey in the Southeast Quarter of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and is described as follows:

A parcel of land in fee, for a safety improvement known as Project No. 9999, being part of an entire tract of property situate in Lot 2, Block 9, Ten Acre Plat "A", Big Field Survey, in the NE1/4SE1/4 of Section 1, T.2S., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at Southeast corner of said entire tract which point is the intersection of the Northerly right of way line of 4500 South Street and the Westerly right of way line of Main Street, said point of beginning being 20.118 meters (66.00 feet) S. 89°36' W. (highway bearing S. 89°55'58" W.) along the Lot line and 25.369 meters (83.23 feet) N. 0°04' E. (highway bearing N. 00°29'41" E.) from the Southeast Corner of said Lot 2; and running thence N. 82°48' W. (highway bearing N. 82°28'02" W.) 7.901 meters (25.92 feet) along said Northerly right of way line to a point which is 15,444 meters (50.67 feet) perpendicularly distant Northerly from the survey control line of said project at Engineer Station 45+212.246; thence N. 56°37'57" E. (highway bearing N. 56°57'55" E.) 9.407 meters (30.86 feet) to said Westerly right of way line of Main Street at a point which is 10.058 meters (33.00 feet) perpendicularly distant Westerly from the centerline of said Main Street at Engineer Station 20+141.493; thence S 00°04' W. (highway bearing S. 00°29'41" W.) 6.164 meters (20.22 feet) to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 24.2 square meters (260 square feet).

ALSO,

Tax Serial No's. 21-01-426-006,
21-01-426-001, 21-01-426-002,
21-01-426-003, 21-01-503-014
Surveyor WO: W012820060
RE#3846

Parcel 21-01-426-002

An entire tract of land described in that Quit-Claim Deed recorded September 21, 1973 as Entry No. 2570897 in Book 3423 at Page 248 in the office of the Salt Lake County Recorder. Said entire tract is located in Lot 2, Block 9, Ten Acre Plat "A", Big Field Survey in the Southeast Quarter of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and is described as follows:

Commencing East 36.67 feet and North 165 feet from the Southwest corner of Lot 2, Block 9, 10 Acre Plat A, Big Field Survey, and running thence North 23.1 feet; thence East 194.33 feet; thence South 47.59 feet; thence North 82°48' West 195.69 feet to the point of beginning .

LESS AND EXCEPT from the above described entire tract, a parcel of land described in that Warranty Deed recorded November 13, 1978 as Entry No. 3196079 in Book 4770, at Page 124 in the office of said Recorder. Said parcel of land is located in Lot 2, Block 9, Ten Acre Plat "A", Big Field Survey in the Southeast Quarter of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and is described as follows:

Beginning at a point North 169.29 feet and West 487.29 feet from the County monument at the intersection of 4500 South and Main Street, which point is North 87°01'54" East 16.16 feet and South 0°15'54" West 266.0 feet from the West quarter corner of Section 6, T2S, R1E, SLB&M, and running thence North 0°35'02" E 47.59 feet, thence South 89°36' West 111.33 feet, thence South 0°35'02" West 41.21 feet, thence South 87°07'15" East 111.40 feet to the point of beginning.

Contains 4942 sq.ft. = 0.113 acre

LESS AND EXCEPT from the above described entire tract, a parcel of land described in that Tax Sale Record recorded July 27, 2004 as Entry No. 9129663 in Book 90218, at Page 2224 in the office of said Recorder. Said parcel of land is located in Lot 2, Block 9, Ten Acre Plat "A", Big Field Survey in the Southeast Quarter of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and is described as follows:

**COM 36.67 FT E & 165 FT N FR SW COR LOT 2 BLK 9 10 AC PLAT A
BIG FIELD SUR N 23.1 FT E 33 FT S 27.25 FT N 82°48' W 33.23
FT TO BEG 0.02 AC**

ALSO,

Parcel 21-01-503-014

An entire tract of land described in that Special Warranty Deed recorded July 9, 1985 as Entry No. 4107936 in Book 5669 at Page 2371 in the office of the Salt Lake County Recorder. Said entire tract is located in Lot 2, Block 9, Ten Acre Plat "A", Big Field Survey in the Southeast Quarter of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and is described as follows:

A parcel of land, situate in Section 1, Township 2 South, Range 1 West of the Salt Lake Meridian, City of Murray, Salt Lake County, State of Utah, more particularly described as follows:

Commencing at the point of intersection of the centerline of the main track of the Ogden-Sandy Main Line of the Oregon Short Line Railroad Company with the centerline of 45th South Street (formerly 16th Street South), said point being South, 271.70 feet and West, 769.30 feet from the east quarter corner of said Section 1;

thence along said centerline of 45th South Street, (formerly 16th Street South) South 89 degrees 40 minutes 15 seconds East, 100.0 feet to the southeast corner of that certain parcel of land conveyed by James Gordon to The Utah Central Railway Company by Warranty Deed dated September 24, 1886, O.S.L., L. P. D. A. 990;

thence along the south line of said conveyed parcel and along said centerline of 45th South Street, North 89 degrees 40 minutes 15 seconds West, 67.0 feet to a point that is 33.0 feet easterly, measured at right angles, from said centerline of main track;

thence parallel with said centerline of main track, North 00 degrees 19 minutes 45 seconds East, 198 feet, more or less, to a point on the northerly right-of-way line of Utah Highway 266, said point being the TRUE POINT OF BEGINNING;

thence easterly, along said right-of-way line, 67 feet, more or less, to a point that is 100.0 feet easterly, measured at right angles, from said centerline of main track;

thence parallel with said centerline of main track, North 00 degrees 19 minutes 45 seconds East, 135.4 feet to the northwest corner of that certain parcel of land conveyed by Burdick Contractors, Inc. to Salt Lake County, by Warranty Deed dated September 27, 1973 and recorded as Entry No. 2705333 in the records of said County;

thence westerly, along the westerly prolongation of the northerly line of said conveyed parcel, 67 feet, more or less, to a point that is 33.0 feet easterly, measured at right angles, from said centerline of main track;

thence parallel with said centerline, South 00 degrees 19 minutes 45 seconds West, 135.4 feet, more or less, to the TRUE POINT OF BEGINNING.

Said parcel contains an area of 0.2 acres, more or less.

ALSO,

Parcel 21-01-426-001

An entire tract of land described in that Tax Sale Record recorded July 27, 2004 as Entry No. 9129663 in Book 90218, at Page 2224 in the office of said Recorder. Said entire tract is located in Lot 2, Block 9, Ten Acre Plat "A", Big Field Survey in the Southeast Quarter of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and is described as follows:

**COM 36.67 FT E & 165 FT N FR SW COR LOT 2 BLK 9 10 AC PLAT A
BIG FIELD SUR N 23.1 FT E 33 FT S 27.25 FT N 82°48' W 33.23
FT TO BEG 0.02 AC**

ALSO,

Parcel 21-01-426-003

An entire tract of land described in that Warranty Deed recorded November 13, 1978 as Entry No. 3196079 in Book 4770, at Page 124 in the office of said Recorder. Said entire tract of land is located in Lot 2, Block 9, Ten Acre Plat "A", Big Field Survey in the Southeast Quarter of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and is described as follows:

**Beginning at a point North 169.29 feet and West 487.29 feet
from the County monument at the intersection of 4500 South
and Main Street, which point is North 87°01'54" East 16.16
feet and South 0°15'54" West 266.0 feet from the West quarter
corner of Section 6, T2S, R1E, SLB&M, and running thence North
0°35'02" E 47.59 feet, thence South 89°36' West 111.33 feet,
thence South 0°35'02" West 41.21 feet, thence South 87°07'15"
East 111.40 feet to the point of beginning.**

Contains 4942 sq.ft. = 0.113 acre

EXHIBIT "B": By this reference, made a part hereof.

BASIS OF BEARING: N. 00°06'40" W. along the easterly line of the northeast quarter of said Section 1 per said Ten Acre Plat "A" Big Field Survey between the East Quarter Corner and the Northeast Corner of said Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian.



PAGE 8 OF 8
DATE FEBRUARY 4, 2020

UTA LIGHT RAIL TRAX

UTA
21-01-503-013



LOT 2, BLOCK 9, TEN ACRE PLAT "A"
BIG FIELD SURVEY

UTAH TRANSIT AUTHORITY
21-01-278-024-4002

LEGEND

- PARCEL BOUNDARIES
- ADJACENT PARCEL LINE
- CENTERLINE OF ROAD
- SECTION LINE

NE CORNER,
SECTION 1
T.2S., R.1W.,
S.L.B. & M.

LESS & ACCEPT - UDOT
E#12001499,
BK:10300, PG:4027

N0°06'40"W 2650.26

MAIN STREET

SALT LAKE COUNTY
21-01-503-014

SALT LAKE COUNTY
21-01-426-001

SALT LAKE COUNTY
21-01-426-003

SALT LAKE COUNTY
21-01-426-006

EAST 1/4,
SECTION 1
T.2S., R.1W.,
S.L.B. & M.

SALT LAKE COUNTY
21-01-426-002

4500 SOUTH STREET

LESS & ACCEPT - UDOT
E#12001498,
BK:10300, PG:4024

EXHIBIT "B"

LESS & ACCEPT - UDOT
E#6905883,
BK:7923, PG:0477

LOT 2, BLOCK 9
TEN ACRE PLAT "A", BIG FIELD SURVEY
SALT LAKE COUNTY

Prepared for:
SALT LAKE COUNTY REAL ESTATE

Sec. 1, T.2S., R.1W., S.L.B.&M.
Work Order No. W012820060 Real Estate No. 3846

Prepared by the Office of:
Reid J. Demman, P.L.S.
Salt Lake County Surveyor

2001 S. State St. #N1-400
Salt Lake City, Utah 84114-4575
(385) 468-8240



Scale in Feet
1"=80'

Prepared By: BFM Date: 02/04/2020
Surveyed By: XXX Date: ??/??/??
Checked By: SVK Date: 02/07/2020

Exhibit C
(Special Warranty Deed)

WHEN RECORDED RETURN TO:
Salt Lake County Real Estate
2001 South State Street, Suite S3-110
Salt Lake City, Utah 84114-3300

Space above for County Recorder's use

SPECIAL WARRANTY DEED County

Tax Serial No's. 21-01-426-006,
21-01-426-001, 21-01-426-002,
21-01-426-003, 21-01-503-014
Surveyor WO: W012820060
RE#3846

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTOR(s), of Salt Lake County, hereby Convey(s) and Warrant(s) against all who claim by, through, or under it, to Salt Lake Valley Habitat for Humanity, a Utah non-profit corporation and Housing Authority of the County of Salt Lake, a body corporate and politic, sometimes doing business as Housing Connect, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described parcel of real property in Salt Lake County, Utah, to wit:

(SEE EXHIBIT A)

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 _____, 20 _____.



SALT LAKE COUNTY

By: _____
MAYOR or DESIGNEE

STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

By: _____
COUNTY CLERK

On this _____ day of _____, 20____, personally appeared before me _____ who being duly sworn, did say that 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.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public _____
My Commission Expires: _____
Residing in: _____

Acknowledgement Continued on Following Page

Tax Serial No's. 21-01-426-006,
21-01-426-001, 21-01-426-002,
21-01-426-003, 21-01-503-014
Surveyor WO: W012820060
RE#3846

Acknowledgement Continued from Preceding Page

On this ____ day of _____, 20____, personally appeared before me _____,
who being duly sworn, did say that __he is the CLERK_of Salt Lake County and that the foregoing
instrument was signed by him/her on behalf of Salt Lake County, by authority of a resolution of the SALT
LAKE COUNTY COUNCIL

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public _____

My Commission Expires: _____

Residing in: _____

(EXHIBIT A)

Parcel 21-01-426-006

An entire tract of land described in that Warranty Deed recorded May 6, 1975 as Entry No. 2705333 in Book 3851 at Page 388 in the office of the Salt Lake County Recorder. Said entire tract is located in Lot 2, Block 9, Ten Acre Plat "A", Big Field Survey in the East Half of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and is described as follows:

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

LESS AND EXCEPT from the above described entire tract, a parcel of land described as Parcel 0266:101 in that Quit Claim Deed recorded February 27, 2015 as Entry No. 12001498 in Book 10300, at Page 4024 in the Office of the Salt Lake County Recorder. Said parcel of land is located in Lot 2, Block 9, Ten Acre Plat "A", Big Field Survey in the Southeast Quarter of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and is described as follows:

A parcel of land in fee incident to the widening of the existing highway State Route 266 (4500 South Street) known as Project No. F-0266(62)3, being part of an entire tract of property situate in Lot 2 of Block 9, Ten Acre Plat "A", Big Field Survey, and the NE1/4SE1/4 of Section 1, T. 2 S., R. 1 W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the existing northerly right of way line of 4500 South Street and the existing westerly right of way line of Main Street which intersection is 66.00 ft. S. $89^{\circ} 31' 09''$ W. (S. $89^{\circ} 36' 00''$ W. by record) and 103.44 ft. N. $00^{\circ} 04' 00''$ E. from the Southeast corner of said Lot 2, said intersection is also 33.00 ft. perpendicularly distant westerly from the control line of Main Street opposite engineer station 3+49.70; and running along said northerly right of way line of 4500 South Street the following (2) courses and distances: (1) S. $56^{\circ} 37' 57''$ W. 30.82 ft.; thence (2) N. $82^{\circ} 48' 00''$ W. 223.77 ft. to a point 63.17 ft. radially distant northerly from the control line of said 4500 South Street opposite engineer station 35+55.21 to the beginning of a 5293.17-foot radius non-tangent curve to the right; thence Northeasterly 220.42 ft. along the arc of said curve (Note: Chord to said curve bears S. $86^{\circ} 12' 14''$ E. for a distance of 220.40 ft.) at a point 63.17 ft. radially distant northerly from said control line of 4500 South Street opposite engineer station 37+73.00; thence N. $59^{\circ} 26' 58''$ E. 10.31 ft. to a point 69.17 ft. radially distant northerly from said control line of 4500 South Street opposite engineer station 37+81.28; thence N. $47^{\circ} 10' 46''$ E. 25.87 ft. to said westerly right of way line of Main Street, to a point 33.00 ft. perpendicularly distant westerly from said control line of Main Street opposite engineer station 3+69.02; thence S. $00^{\circ} 04' 00''$ W. 19.33 ft. along said westerly right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 2,064 square ft. or 0.047 acres in area, more or less.

(Note: Rotate all bearings in the above descriptions $00^{\circ} 26' 26''$ clockwise to obtain highway bearings.)

LESS AND EXCEPT from the above described entire tract, a parcel of land described as Parcel 0266:101:C in that Quit Claim Deed recorded February 27, 2015 as Entry No. 12001499 in Book 10300, at Page 4027 in the Office of the Salt Lake County Recorder. Said parcel of land is located in Lot 2, Block 9, Ten Acre Plat "A", Big Field Survey in the Northeast Quarter of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and is described as follows:

A parcel of land in fee incident to the widening of the existing highway State Route 266 (4500 South Street) known as Project No. F-0266(62)3, being part of an entire tract of property situate in Lot 2 of Block 9, Ten Acre Plat "A", Big Field Survey, and the SE1/4NE1/4 of Section 1, T. 2 S., R. 1 W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point in the existing westerly right of way line of Main Street which point is 66.00 ft. S. 89°31'09" W. (S. 89°36'00" W. by record) and 262.15 ft. N. 00°04'00" E. from the Southeast corner of said Lot 2, said point is also 33.00 ft. perpendicularly distant westerly from the Main Street control line opposite approximate engineer station 5+08.41; and running thence N. 89°56'00" W. 2.50 ft. to a point 35.50 ft. perpendicularly distant westerly from said control line opposite approximate engineer station 5+08.41; thence N. 00°04'00" E. 52.12 ft. along a line parallel with said control line to the northerly property line of said entire tract at a point opposite approximate engineer station 5+60.54; thence N. 89°36'00" E. 2.50 ft. along said northerly property line to said existing westerly right of way line of Main Street, to a point 33.00 ft. perpendicularly distant westerly from said control line opposite approximate engineer station 5+60.54; thence S. 00°04'00" W. 52.15 ft. along said existing westerly right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 130 square ft. or 0.003 acres in area, more or less.

(Note: Rotate all bearings in the above descriptions 00°26'26" clockwise to obtain highway bearings.)

LESS AND EXCEPT from the above described entire tract, a parcel of land described as Parcel 9999:1 in that Quit Claim Deed recorded March 27, 1998 as Entry No. 6905883 in Book 7923, at Page 0477 in the Office of the Salt Lake County Recorder. Said parcel of land is located in Lot 2, Block 9, Ten Acre Plat "A", Big Field Survey in the Southeast Quarter of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and is described as follows:

A parcel of land in fee, for a safety improvement known as Project No. 9999, being part of an entire tract of property situate in Lot 2, Block 9, Ten Acre Plat "A", Big Field Survey, in the NE1/4SE1/4 of Section 1, T.2S., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at Southeast corner of said entire tract which point is the intersection of the Northerly right of way line of 4500 South Street and the Westerly right of way line of Main Street, said point of beginning being 20.118 meters (66.00 feet) S. 89°36' W. (highway bearing S. 89°55'58" W.) along the Lot line and 25.369 meters (83.23 feet) N. 0°04' E. (highway bearing N. 00°29'41" E.) from the Southeast Corner of said Lot 2; and running thence N. 82°48' W. (highway bearing N. 82°28'02" W.) 7.901 meters (25.92 feet) along said Northerly right of way line to a point which is 15.444 meters (50.67 feet) perpendicularly distant Northerly from the survey control line of said project at Engineer Station 45+212.246; thence N. 56°37'57" E. (highway bearing N. 56°57'55" E.) 9.407 meters (30.86 feet) to said Westerly right of way line of Main Street at a point which is 10.058 meters (33.00 feet) perpendicularly distant Westerly from the centerline of said Main Street at Engineer Station 20+141.493; thence S 00°04' W. (highway bearing S. 00°29'41" W.) 6.164 meters (20.22 feet) to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 24.2 square meters (260 square feet).

ALSO,

Tax Serial No.'s. 21-01-426-006,
21-01-426-001, 21-01-426-002,
21-01-426-003, 21-01-503-014
Surveyor WO: W012820060
RE#3846

Parcel 21-01-426-002

An entire tract of land described in that Quit-Claim Deed recorded September 21, 1973 as Entry No. 2570897 in Book 3423 at Page 248 in the office of the Salt Lake County Recorder. Said entire tract is located in Lot 2, Block 9, Ten Acre Plat "A", Big Field Survey in the Southeast Quarter of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and is described as follows:

Commencing East 36.67 feet and North 165 feet from the Southwest corner of Lot 2, Block 9, 10 Acre Plat A, Big Field Survey, and running thence North 23.1 feet; thence East 194.33 feet; thence South 47.59 feet; thence North 82°48' West 195.69 feet to the point of beginning.

LESS AND EXCEPT from the above described entire tract, a parcel of land described in that Warranty Deed recorded November 13, 1978 as Entry No. 3196079 in Book 4770, at Page 124 in the office of said Recorder. Said parcel of land is located in Lot 2, Block 9, Ten Acre Plat "A", Big Field Survey in the Southeast Quarter of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and is described as follows:

Beginning at a point North 169.29 feet and West 487.29 feet from the County monument at the intersection of 4500 South and Main Street, which point is North 87°01'54" East 16.16 feet and South 0°15'54" West 266.0 feet from the West quarter corner of Section 6, T2S, R1E, SLB&M, and running thence North 0°35'02" E 47.59 feet, thence South 89°36' West 111.33 feet, thence South 0°35'02" West 41.21 feet, thence South 87°07'15" East 111.40 feet to the point of beginning.

Contains 4942 sq.ft. = 0.113 acre

LESS AND EXCEPT from the above described entire tract, a parcel of land described in that Tax Sale Record recorded July 27, 2004 as Entry No. 9129663 in Book 90218, at Page 2224 in the office of said Recorder. Said parcel of land is located in Lot 2, Block 9, Ten Acre Plat "A", Big Field Survey in the Southeast Quarter of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and is described as follows:

**COM 36.67 FT E & 165 FT N FR SW COR LOT 2 BLK 9 10 AC PLAT A
BIG FIELD SUR N 23.1 FT E 33 FT S 27.25 FT N 82°48' W 33.23
FT TO BEG 0.02 AC**

ALSO,

Parcel 21-01-503-014

An entire tract of land described in that Special Warranty Deed recorded July 9, 1985 as Entry No. 4107936 in Book 5669 at Page 2371 in the office of the Salt Lake County Recorder. Said entire tract is located in Lot 2, Block 9, Ten Acre Plat "A", Big Field Survey in the Southeast Quarter of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and is described as follows:

A parcel of land, situate in Section 1, Township 2 South, Range 1 West of the Salt Lake Meridian, City of Murray, Salt Lake County, State of Utah, more particularly described as follows:

Commencing at the point of intersection of the centerline of the main track of the Ogden-Sandy Main Line of the Oregon Short Line Railroad Company with the centerline of 45th South Street (formerly 16th Street South), said point being South, 271.70 feet and West, 769.30 feet from the east quarter corner of said Section 1;

thence along said centerline of 45th South Street, (formerly 16th Street South) South 89 degrees 40 minutes 15 seconds East, 100.0 feet to the southeast corner of that certain parcel of land conveyed by James Gordon to The Utah Central Railway Company by Warranty Deed dated September 24, 1886, O.S.L., L. P. D. A. 990;

thence along the south line of said conveyed parcel and along said centerline of 45th South Street, North 89 degrees 40 minutes 15 seconds West, 67.0 feet to a point that is 33.0 feet easterly, measured at right angles, from said centerline of main track;

thence parallel with said centerline of main track, North 00 degrees 19 minutes 45 seconds East, 198 feet, more or less, to a point on the northerly right-of-way line of Utah Highway 266, said point being the TRUE POINT OF BEGINNING;

thence easterly, along said right-of-way line, 67 feet, more or less, to a point that is 100.0 feet easterly, measured at right angles, from said centerline of main track;

thence parallel with said centerline of main track, North 00 degrees 19 minutes 45 seconds East, 135.4 feet to the northwest corner of that certain parcel of land conveyed by Burdick Contractors, Inc. to Salt Lake County, by Warranty Deed dated September 27, 1973 and recorded as Entry No. 2705333 in the records of said County;

thence westerly, along the westerly prolongation of the northerly line of said conveyed parcel, 67 feet, more or less, to a point that is 33.0 feet easterly, measured at right angles, from said centerline of main track;

thence parallel with said centerline, South 00 degrees 19 minutes 45 seconds West, 135.4 feet, more or less, to the TRUE POINT OF BEGINNING.

Said parcel contains an area of 0.2 acres, more or less.

ALSO,

Parcel 21-01-426-001

An entire tract of land described in that Tax Sale Record recorded July 27, 2004 as Entry No. 9129663 in Book 90218, at Page 2224 in the office of said Recorder. Said entire tract is located in Lot 2, Block 9, Ten Acre Plat "A", Big Field Survey in the Southeast Quarter of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and is described as follows:

**COM 36.67 FT E & 165 FT N FR SW COR LOT 2 BLK 9 10 AC PLAT A
BIG FIELD SUR N 23.1 FT E 33 FT S 27.25 FT N 82°48' W 33.23
FT TO BEG 0.02 AC**

ALSO,

Parcel 21-01-426-003

An entire tract of land described in that Warranty Deed recorded November 13, 1978 as Entry No. 3196079 in Book 4770, at Page 124 in the office of said Recorder. Said entire tract of land is located in Lot 2, Block 9, Ten Acre Plat "A", Big Field Survey in the Southeast Quarter of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and is described as follows:

Beginning at a point North 169.29 feet and West 487.29 feet from the County monument at the intersection of 4500 South and Main Street, which point is North 87°01'54" East 16.16 feet and South 0°15'54" West 266.0 feet from the West quarter corner of Section 6, T2S, R1E, SLB&M, and running thence North 0°35'02" E 47.59 feet, thence South 89°36' West 111.33 feet, thence South 0°35'02" West 41.21 feet, thence South 87°07'15" East 111.40 feet to the point of beginning.

Contains 4942 sq.ft. = 0.113 acre

EXHIBIT "B": By this reference, made a part hereof.

BASIS OF BEARING: N. 00°06'40" W. along the easterly line of the northeast quarter of said Section 1 per said Ten Acre Plat "A" Big Field Survey between the East Quarter Corner and the Northeast Corner of said Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian.



PAGE 8 OF 8
DATE FEBRUARY 4, 2020

UTA LIGHT RAIL TRAX

UTA
21-01-503-013



LOT 2, BLOCK 9, TEN ACRE PLAT "A"
BIG FIELD SURVEY

UTAH TRANSIT AUTHORITY
21-01-278-024-4002

LEGEND

- PARCEL BOUNDARIES
- ADJACENT PARCEL LINE
- CENTERLINE OF ROAD
- SECTION LINE

NE CORNER,
SECTION 1
T.2S., R.1W.,
S.L.B. & M.

LESS & ACCEPT - UDOT
E# 12001499,
BK: 10300, PG: 4027

N0°06'40"W 2650.26

MAIN STREET

SALT LAKE COUNTY
21-01-503-014

SALT LAKE COUNTY
21-01-426-001

SALT LAKE COUNTY
21-01-426-003

SALT LAKE COUNTY
21-01-426-006

EAST 1/4,
SECTION 1
T.2S., R.1W.,
S.L.B. & M.

SALT LAKE COUNTY
21-01-426-002

4500 SOUTH STREET

LESS & ACCEPT - UDOT
E# 12001498,
BK: 10300, PG: 4024

EXHIBIT "B"

LESS & ACCEPT - UDOT
E# 6305883,
BK: 7923, PG: 0477

LOT 2, BLOCK 9
TEN ACRE PLAT "A", BIG FIELD SURVEY
SALT LAKE COUNTY

Prepared for:
SALT LAKE COUNTY REAL ESTATE

Sec. 1, T.2S., R.1W., S.L.B. & M.
Work Order No. W012820060 Real Estate No. 3846

Prepared by the Office of:
Reid J. Demman, P.L.S.
Salt Lake County Surveyor

2001 S. State St. #N1-400
Salt Lake City, Utah 84114-4575
(385) 468-8240



Scale in Feet
1"=80'

Prepared By: BFM	Date: 02/04/2020
Surveyed By: XXX	Date: ??/??/??
Checked By: SVK	Date: 02/07/2020