### A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING EXECUTION OF THE ATTACHED BOUNDARY LINE AGREEMENT WITH THE CITY OF SOUTH JORDAN TO EXCHANGE THE SURPLUS REAL PROPERTY WITH THE CITY OF SOUTH JORDAN

#### WITNESSETH

A. The City of South Jordan (the "City") is the record owner of certain real property located at 11032 South Redwood Road, South Jordan, Utah, Parcel No. 27-22-126-001 (the "City Property").

B. Salt Lake County (the "County") is the recorded owner of certain real property located at 11059 South 2200 West, South Jordan, Utah 84095, Parcel No. 27-15-351-004 and 11059 South 2200 West, South Jordan, Utah 84095, Parcel No. 27-22-101-001 (collectively the "County Property").

C. The City and the County have negotiated a Boundary Line Agreement, attached hereto as Exhibit 1 (the "Agreement") and by this reference made a part of this Resolution, to adjust a portion of the boundary lines between the City Property and the County Property.

D. Having held a public hearing on January 4, 2022, and having adopted a resolution declaring the County Property available for disposal, the County may enter into the Agreement with the City.

E. It has been determined that the best interests of the County and the general public will be served by entering into the Agreement. The adjustment of the boundary lines between the County Property and the City Property will comply with all applicable state statutes and City and County ordinances.

### RESOLUTION

#### NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that

the Agreement is accepted and approved, and the Mayor is hereby authorized to execute the Agreement, attached as Exhibit 1, on behalf of the County.

APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_\_, 2022.

### SALT LAKE COUNTY COUNCIL:

Laurie Stringham, Chair

Date

ATTEST:

Salt Lake County Clerk

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

APPROVED AS TO FORM:

R. Christopher Preston Deputy District Attorney

# **EXHIBIT 1**

Space above for County Recorder's Use Affects Parcel Nos. 27-15-351-004, 27-22-101-001 and 27-22-126-001

### **BOUNDARY LINE AGREEMENT**

THIS BOUNDARY LINE AGREEMENT (this "**Agreement**") is entered as of the \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_ (the "**Effective Date**"), by and among the City of South Jordan, a Utah municipal corporation (the "**City**"), and SALT LAKE COUNTY, a body corporate and politic of the State of Utah (the "**County**"). The City and the County are sometimes referred to herein singularly as a "**Party**" and collectively as the "**Parties**" with respect to the following:

A. Prior to executing this Agreement, the City owns that certain parcel of real property (the "**City Property**") located in Salt Lake County, Utah identified as Parcel No. 27-22-126-001 more particularly described in <u>Exhibit A</u>, attached hereto and incorporated by this reference.

B. Prior to executing this Agreement, the County owns two parcels of real property (the "**Salt Lake County Property**") located in Salt Lake County, Utah, identified as Parcel Nos. 27-15-351-004 and 27-22-101-001, more particularly described in <u>Exhibit A</u>.

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

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

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

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

2. <u>Boundary Line</u>. Pursuant to Section 57-1-45 of the Utah Code, the Parties hereby covenant and agree that from and after the Effective Date of this Agreement, the boundary lines (the "**Boundary Lines**") of the City Property shall follow the legal description which is more

particularly described on <u>Exhibit B</u> attached hereto and made a part hereof, and the boundary lines of the Salt Lake County Property shall follow the legal description which is more particularly described on <u>Exhibit C</u> attached hereto and made a part hereof.

3. <u>Record of Survey Map</u>. The file number of the record of survey map depicting the Boundary Lines that the County has prepared and filed with the office of the Salt Lake County surveyor in conjunction with this Agreement is S2022-01-0033 (filed on January 31, 2022) (the "**Record of Survey**"), a copy of which is attached hereto and incorporated hereby as <u>Exhibit D</u>. To conform the legal descriptions of each of the Parcels to the Boundary Lines, (a) the City hereby quitclaims to the County any and all of the City's right, title and interest in and to the real property lying outside of the Boundary Lines of the City Property and within the Salt Lake County hereby quitclaims to the City any and all of the County right, title and interest in and to the real property lying outside of the Salt Lake County Property and within the City and the City and the City reperty and within the City Property as described on Exhibit B and as depicted on the Record of Survey; and (b) the County hereby quitclaims to the City any and all of the County right, title and interest in and to the real property lying outside of the Salt Lake County Property and within the City Property as described on Exhibit C and as depicted on the Record of Survey.

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

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

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

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

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

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

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

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

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

[Signatures and Acknowledgements on Following Pages]

IN WITNESS WHEREOF, this Agreement is executed as of the dates below written to be effective as of the Effective Date.

## **CITY OF SOUTH JORDAN**

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BV:	
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Its:

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_\_, in such person's capacity as the Authorized Representative of the City of South Jordan.

NOTARY PUBLIC

## SALT LAKE COUNTY

By: Exhibit Only, Do Not Sign Mayor or Designee

By:

Salt Lake County Clerk

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 2022, personally appeared before me \_\_\_\_\_\_, who, being duly sworn, did say that (s)he is the \_\_\_\_\_\_ of Salt Lake County, and that foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

Notary Public

STATE OF UTAH ) :ss COUNTY OF SALT LAKE )

On this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_, personally appeared before me Sherrie Swensen, who being by me duly sworn, did say and acknowledge that (s)he is the Clerk of Salt Lake County, and that the foregoing instrument was signed by her on behalf of Salt Lake County by authority of a Resolution of the Salt Lake County Council.

NOTARY PUBLIC

## EXHIBIT A TO BOUNDARY LINE AGREEMENT

### (Legal Description of Parcels Before Execution of this Agreement)

# **City Property:**

Record Owner(s):	Town of South Jordan				
Parcel Identification No.:	27-22-126-001				
Address:	11032 S Redwood Road				
Vesting Deed: Warranty Deed recorded on November 15, 1962, as Entry No. 1881913					
in Book 1986 at Page 592:					

A parcel of land being part of an entire tract disclosed in that Warranty Deed recorded on November 15, 1962, as Entry No. 1881913 in Book 1986 at Page 592 in the Office of the Salt Lake County Recorder. Said entire tract is located in the Southwest Quarter of Section 15 and in the Northwest Quarter of Section 22, Township 3 South, Range 1 West, Salt Lake Base and Meridian and is described as follows:

Beginning at a point which is 21.0 feet South from the North Quarter Corner of Section 22, Township 3 South, Range 1 West, Salt Lake Base & Meridian, and running thence South 540.0 feet; thence West 660.0 feet; thence South 66.0 feet; thence West 660.0 feet; thence North 891.0 feet; thence East 660.0 feet; thence South 285.0 feet; thence East 660.0 feet to the point of beginning.

**ALSO AND INCLUDING** part of an entire tract of land disclosed by that Warranty Deed recorded on June 18, 1971, as Entry No. 2392205 in Book 2970 at Page 445 in the office of the Salt Lake County Recorder and is described as follows:

Beginning at a point which is 627.0 feet South and 660.0 feet West from the North Quarter corner of Section 22, Township 3 South, Range 1 West, Salt Lake Base & Meridian, and running thence South 66.0 feet; thence West 660.0 feet: thence North 66.0 feet; thence East 660.0 feet to the point of beginning.

**LESS AND EXCEPTING** therefrom part of an entire tract of land disclosed by that Warranty Deed recorded on July 13, 1971, as Entry No. 2396880 in Book 2978 at Page 27 in the office of the Salt Lake County Recorder and is described as follows:

Beginning at a point 495 feet South from the North  $\frac{1}{4}$  corner of Section 22, Township 3 South, Range 1 West, Salt Lake Base & Meridian, and running South 66 feet, West 660 feet, North 66 feet thence East 660 feet to place of beginning.

**LESS AND EXCEPTING** therefrom part of an entire tract of land disclosed by that Quit Claim Deed recorded on September 27, 2005, as Entry No. 9498229 in Book 9191 at Page 6775 in the office of the Salt Lake County Recorder and is described as follows:

A parcel of land in fee for the widening of the existing highway State Route 68 known as Project No. SP-0068(24)43, being part of an entire tract of property situate in the NE1/4NW1/4 of Section 22, T.3S., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the Northeast Corner of said entire tract at a point 21.00 feet South along the guarter section line from the North Quarter Corner of said Section 22, said corner is approximately 0.25 feet perpendicularly distant easterly from the centerline of said project opposite engineer station 166+69.72, and running thence South 474.00 feet along the east boundary line of said entire tract to the Southeast Corner of said entire tract; thence West 53.88 feet along the south boundary line to a point 53.00 feet perpendicularly distant westerly from the centerline of said project; thence N.00°04'32"E. 384.36 feet along a line parallel with the centerline of said project to a point 53.00 feet perpendicularly distant westerly from the centerline of said project opposite engineer station 166+00.00; thence N.89°55'28"W. 2.00 feet to a point 55.00 feet perpendicularly distant westerly from the centerline of said project opposite engineer station 166+00.00; thence N.00°04'32"E. 89.64 feet along a line parallel with the centerline of said project to the north boundary line of said entire tract at a point 55.00 feet perpendicularly distant westerly from the centerline of said project; thence East 55.25 feet along said north boundary 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 25570 square feet of which 15642 square feet is now occupied by the existing State Route 68. Balance is 9928 square feet or 0.228 acres in area, more or less.

## Salt Lake County Properties:

Record Owner(s):	Salt Lake County				
Parcel Identification No.:	27-15-351-004				
Address:	11059 South 2200 West				
Vesting Deed: Warranty Deed recorded on February 17, 1969, as Entry No. 2277289					
in Book 2730 at Page 478;					

A parcel of land being part of an entire tract disclosed in that Warranty Deed recorded on February 17, 1969, as Entry No. 2277289 in Book 2730 at Page 478 in the Office of the Salt Lake County Recorder. Said entire tract is located in the Southwest Quarter of Section 15, Township 3 South, Range 1 West, Salt Lake Base and Meridian and is described as follows:

State of Otan, Commencing at the Southwest corner of Section 15, Township 3 South, Range 1 West, Salt Lake Base & Meridian, thence East 80 rods, thence North 16 rods, thence East 40 rods, thence North 16 rods, thence West 120 rods, thence South 32 rods, to point of beginning.

(Containing 20.0 acres more or less).

**ALSO AND INCLUDING** part of an entire tract of land disclosed by that Quit Claim Deed recorded on February 27, 2019, as Entry No. 12941291 in Book 10756 at Page 3527 in the office of the Salt Lake County Recorder and is described as follows:

BEGINNING AT A POINT WHICH IS N 00°03'10" E 528.00 FT AND WEST 53.00 FT AND WEST 848.90 FT FROM THE SOUTH QUARTER CORNER OF SECTION 15, T.3S, R.1W OF THE SLB&M. THENCE WEST 421.59 FT; THENCE NORTH 5.31 FT MORE OR LESS; THENCE N 89°58'35" E 421.60 FT MORE OR LESS; THENCE S 00°02'28" W 5.48 FT TO THE POINT OF BEGINNING 2,275 SF (0.05 AC)

**LESS AND EXCEPTING** therefrom part of an entire tract of land disclosed by that Quit Claim Deed recorded on February 27, 2019, as Entry No. 12941291 in Book 10756 at Page 3527 in the office of the Salt Lake County Recorder and is described as follows:

BEGINNING AT A POINT WHICH EAST 1320.00 FT AND NORTH 264.00 FT AND EAST 370.89 FT FROM THE SOUTHWEST CORNER OF SECTION 15, T.3S, R.1W OF THE SLB&M. THENCE NORTHEASTERLY 54.87 FT ALONG A NON-TANGENT 180.00 FT RADIUS CURVE TO THE RIGHT (CHORD BEARS N 18°24'51" E 54.66 FT); THENCE N 27°08'50" E 12.51 FT; THENCE NORTHEASTERLY 103.17 FT ALONG A 220.00 FT RADIUS CURVE TO THE LEFT (CHORD BEARS N 13°42'47" E 102.22 FT); THENCE N 00°16'44" E 101.70 FT; THENCE EAST 241.41 FT; THENCE SOUTH 264.00 FT; THENCE WEST 289.11 FT TO THE POINT OF BEGINNING 67,008 SF (1.54 AC)

## Salt Lake County Properties:

Record Owner(s):	Salt Lake County			
Parcel Identification No.:	27-22-101-001			
Address:	11059 South 2200 West			
Vesting Deed: Executrix Deed recorded on February 11, 1969, as Entry No. 2276642				
<u>in Book 2729 at Page 230;</u>				

A parcel of land being part of an entire tract disclosed in that Executrix Deed recorded on February 11, 1969, as Entry No. 2276642 in Book 2729 at Page 230 in the Office of the Salt Lake County Recorder. Said entire tract is located in Northwest Quarter of Section 22, Township 3 South, Range 1 West, Salt Lake Base and is described and:

## The North 40 rods of the West 80 rods of Section 22, Township 3 South, Range 1 West, Salt Lake Base and Meridian.

### EXHIBIT B TO BOUNDARY LINE AGREEMENT

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

## City Property:

#### Parcel 27-22-126-001

A parcel of land being part of an entire tract disclosed in that Warranty Deed recorded on November 15, 1962, as Entry No. 1881913 in Book 1986 at Page 592 in the Office of the Salt Lake County Recorder. Said entire tract is located in the Southwest Quarter of Section 15 and in the Northwest Quarter of Section 22, Township 3 South, Range 1 West, Salt Lake Base and Meridian and is described as follows:

Beginning at a point which is 21.0 feet South from the North Quarter Corner of Section 22, Township 3 South, Range 1 West, Salt Lake Base & Meridian, and running thence South 540.0 feet; thence West 660.0 feet; thence South 66.0 feet; thence West 660.0 feet; thence North 891.0 feet; thence East 660.0 feet; thence South 285.0 feet; thence East 660.0 feet to the point of beginning.

Beginning at a point which is 627.0 feet South and 660.0 feet West from the North Quarter corner of Section 22, Township 3 South, Range 1 West, Salt Lake Base & Meridian, and running thence South 66.0 feet; thence West 660.0 feet: thence North 66.0 feet; thence East 660.0 feet to the point of beginning.

Beginning at a point 495 feet South from the North ½ corner of Section 22, Township 3 South, Range 1 West, Salt Lake Base & Meridian, and running South 66 feet, West 660 feet, North 66 feet thence East 660 feet to place of beginning. A parcel of land in fee for the widening of the existing highway State Route 68 known as Project No. SP-0068(24)43, being part of an entire tract of property situate in the NE1/4NW1/4 of Section 22, T.3S., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the Northeast Corner of said entire tract at a point 21.00 feet South along the quarter section line from the North Quarter Corner of said Section 22, said corner is approximately 0.25 feet perpendicularly distant easterly from the centerline of said project opposite engineer station 166+69.72, and running thence South 474.00 feet along the east boundary line of said entire tract to the Southeast Corner of said entire tract; thence West 53.88 feet along the south boundary line to a point 53.00 feet perpendicularly distant westerly from the centerline of said project; thence N.00°04'32"E. 384.36 feet along a line parallel with the centerline of said project to a point 53.00 feet perpendicularly distant westerly from the centerline of said project opposite engineer station 166+00.00; thence N.89°55'28"W. 2.00 feet to a point 55.00 feet perpendicularly distant westerly from the centerline of said project opposite engineer station 166+00.00; thence N.00°04'32"E. 89.64 feet along a line parallel with the centerline of said project to the north boundary line of said entire tract at a point 55.00 feet perpendicularly distant westerly from the centerline of said project; thence East 55.25 feet along said north boundary 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 25570 square feet of which 15642 square feet is now occupied by the existing State Route 68. Balance is 9928 square feet or 0.228 acres in area, more or less.

Beginning at a point in the westerly boundary line of said entire tract, 1323.91 feet S. 89°36'35" E. along the section line from the southwest corner of said Section 15; thence N. 89°36'35" W. (Record = West) 21.64 feet along said section line to an existing fence line; thence N 00°19'12" E. 195.44 feet along said fence line; thence S. 89°36'35" E. 21.52 feet to said westerly boundary line; thence S. 00°16'56" W. (Record = South) 195.43 feet along said westerly boundary line, to the point of beginning. Contains 4217 square feet in area or 0.097 acre, more or less

**ALSO AND INCLUDING** part of an entire tract of land disclosed in that Executrix Deed recorded on February 11, 1969, as Entry No. 2276642 in Book 2729 at Page 230 in the Office of the Salt Lake County Recorder. Said part of an entire tract is located in the Northwest Quarter of Section 22, Township 3 South, Range 1 West, Salt Lake Base and Meridian and is described as follows:

Beginning at the northwesterly corner of said entire tract, 1323.91 feet S. 89°36'35" E. along the section line from the northwest corner of said Section 22; thence S. 00°19'15" W. (Record = South) 632.94 feet along the westerly boundary line of said entire tract to an existing fence line; thence northerly along said existing fence line the following three (3) courses: 1) N. 29°46'26" W. 44.57 feet; 2) N. 00°24'52" E. 433.19 feet; 3) N. 00°19'12" E. 161.21 feet to said section line; thence S. 89°36'35" E. (Record = East) 21.64 feet along said section line, to the point of beginning. Containing 13,447 square feet in area or 0.309 acre more or less

**LESS AND EXCEPTING** therefrom part of an entire tract of land disclosed in that Warranty Deed recorded on November 15, 1962, as Entry No. 1881913 in Book 1986 at Page 592 in the Office of the Salt Lake County Recorder. Said entire tract is located in the Southwest Quarter of Section 15 and in the Northwest Quarter of Section 22, Township 3 South, Range 1 West, Salt Lake Base and Meridian and is described as follows:

Beginning at a point in a westerly boundary line of said entire tract, 1323.91 feet S. 89°36'35" E. along the section line and 195.43 feet N. 0°16'56" E. from the southwest corner of said Section 15; thence N. 00°16'56" E. (Record = North) 68.60 feet along said westerly boundary line to a northwesterly corner of said entire tract; thence S. 89°36'35" E. (Record = East) 256.91 feet along a northerly boundary of said entire tract; thence S. 00°15'56" W. 68.60 feet: thence N. 89°36'35" W. 256.93 feet to the point of beginning. Contains 17,625 square feet in area or 0.405 acre, more or less

The basis of bearing is S. 89°36'35' E. along the section line between the Northwest Corner and the North Quarter Corner of Section 22, Township 3 South, Range 1 West, Salt Lake Base & Meridian

### EXHIBIT C TO BOUNDARY LINE AGREEMENT

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

# **Salt Lake County Property:**

#### Parcel 27-15-351-004

A parcel of land being part of an entire tract disclosed in that Warranty Deed recorded on February 17, 1969, as Entry No. 2277289 in Book 2730 at Page 478 in the Office of the Salt Lake County Recorder. Said entire tract is located in the Southwest Quarter of Section 15, Township 3 South, Range 1 West, Salt Lake Base and Meridian and is described as follows:

State or Utan,

Commencing at the Southwest corner of Section 15, Township 3 South, Range 1 West, Salt Lake Base & Meridian, thence East 80 rods, thence North 16 rods, thence East 40 rods, thence North 16 rods, thence West 120 rods, thence South 32 rods, to point of beginning.

(Containing 20.0 acres more or less).

BEGINNING AT A POINT WHICH IS N 00°03'10" E 528.00 FT AND WEST 53.00 FT AND WEST 848.90 FT FROM THE SOUTH QUARTER CORNER OF SECTION 15, T.3S, R.1W OF THE SLB&M. THENCE WEST 421.59 FT; THENCE NORTH 5.31 FT MORE OR LESS; THENCE N 89°58'35" E 421.60 FT MORE OR LESS; THENCE S 00°02'28" W 5.48 FT TO THE POINT OF BEGINNING 2,275 SF (0.05 AC)

**LESS AND EXCEPTING** therefrom part of an entire tract of land disclosed by that Quit Claim Deed recorded on February 27, 2019, as Entry No. 12941291 in Book 10756 at Page 3527 and is described as follows

BEGINNING AT A POINT WHICH EAST 1320.00 FT AND NORTH 264.00 FT AND EAST 370.89 FT FROM THE SOUTHWEST CORNER OF SECTION 15, T.3S, R.1W OF THE SLB&M. THENCE NORTHEASTERLY 54.87 FT ALONG A NON-TANGENT 180.00 FT RADIUS CURVE TO THE RIGHT (CHORD BEARS N 18°24'51" E 54.66 FT); THENCE N 27°08'50" E 12.51 FT; THENCE NORTHEASTERLY 103.17 FT ALONG A 220.00 FT RADIUS CURVE TO THE LEFT (CHORD BEARS N 13°42'47" E 102.22 FT); THENCE N 00°16'44" E 101.70 FT; THENCE EAST 241.41 FT; THENCE SOUTH 264.00 FT; THENCE WEST 289.11 FT TO THE POINT OF BEGINNING 67,008 SF (1.54 AC) **ALSO AND INCLUDING** part of an entire tract of land disclosed in that Warranty Deed recorded on November 15, 1962, as Entry No. 1881913 in Book 1986 at Page 592 in the Office of the Salt Lake County Recorder. Said part of an entire tract is located in the Southwest Quarter of Section 15, Township 3 South, Range 1 West, Salt Lake Base and Meridian and is described as follows:

Beginning at a point in an easterly boundary line of said entire tract, 1323.91 feet S. 89°36'35" E. along the section line and 195.43 feet N. 0°16'56" E. from the southwest corner of said Section 15; thence N. 00°16'56" E. (Record = North) 68.60 feet along said easterly boundary line to an interior corner of said entire tract; thence S. 89°36'35" E. (Record = East) 256.91 feet along a southerly boundary of said entire tract; thence S. 00°15'56" W. 68.60 feet: thence N. 89°36'35" W. 256.93 feet to the point of beginning. Contains 17,625 square feet in area or 0.405 acre, more or less

**LESS AND EXCEPTING** therefrom part of an entire tract of land disclosed in that Warranty Deed recorded on February 17, 1969, as Entry No. 2277289 in Book 2730 at Page 478 in the Office of the Salt Lake County Recorder. Said part of an entire tract is located in the Southwest Quarter of Section 15, Township 3 South, Range 1 West, Salt Lake Base and Meridian and is described as follows

Beginning at a southeasterly corner of said entire tract, 1323.91 feet S. 89°36'35" E. along the section line from the southwest corner of said Section 15; thence N. 89°36'35" W. (Record = West) 21.64 feet along a southerly boundary line of said entire tract, to an existing fence line; thence N 00°19'12" E. 195.44 feet along said fence line; thence S. 89°36'35" E. 21.52 feet to an easterly boundary line of said entire tract; thence S. 00°16'56" W. (Record = South) 195.43 feet along said easterly boundary line, to the point of beginning. Contains 4217 square feet in area or 0.097 acre, more or less

# Salt Lake County Property:

### Parcel 27-22-101-001

A parcel of land being part of an entire tract of land disclosed in that Executrix Deed recorded on February 11, 1969, as Entry No. 2276642 in Book 2729 at Page 230 in the Office of the Salt Lake County Recorder. Said entire tract is located in the Northwest Quarter of Section 22, Township 3 South, Range 1 West, Salt Lake Base and Meridian and is described as follows:

## The North 40 rods of the West 80 rods of Section 22, Township 3 South, Range 1 West, Salt Lake Base and Meridian.

Beginning at the northeasterly corner of said entire tract, 1323.91 feet S.  $89^{\circ}36'35''$  E. along the section line from the northwest corner of said Section 22; thence S.  $00^{\circ}19'15''$  W. (Record = South) 632.94 feet along the easterly boundary line of said entire tract, to an existing fence line; thence northerly along said existing fence line the following three (3) courses: 1) N. 29°46'26'' W. 44.57 feet; 2) N.  $00^{\circ}24'52''$  E. 433.19 feet; 3) N.  $00^{\circ}19'12''$  E. 161.21 feet to the northerly boundary line of said entire tract; thence S.  $89^{\circ}36'35''$  E. (Record = East) 21.64 feet along said northerly boundary line to the point of beginning. Containing 13,447 square feet in area or 0.309 acre more or less

The basis of bearing is S. 89°36'35" E. along the section line between the Northwest Corner and the North Quarter Corner of Section 22, Township 3 South, Range 1 West, Salt Lake Base & Meridian

## EXHIBIT D TO BOUNDARY LINE AGREEMENT (Record of Survey)

