

## LAND EXCHANGE AGREEMENT

THIS LAND EXCHANGE AGREEMENT ("**Agreement**") is entered into to be effective as of the 29 day of January, 2021 ("**Effective Date**"), by and between GMMN HOLDINGS LLC ("**GMMN**"), and Salt Lake County, a body corporate and politic of the State of Utah ("**County**") (County and GMMN are individually referred to herein sometimes as a "**Party**" and collectively as the "**Parties**"), with respect to the following:

A. GMMN owns approximately 0.27 acres of real property in Salt Lake County, Utah more particularly described on Exhibit A attached hereto ("**GMMN Parcel**"). The GMMN Parcel is located at approximately 1005 West Bangerter Highway, Bluffdale, Utah, and is identified as Parcel No. 33-02-300-051.

B. County acquired several parcels of land along the Jordan River constituting approximately 44.74 acres of real property in Salt Lake County, Utah, more particularly described on Exhibit B attached hereto ("**County Property**"). The County Property is located adjacent to the Springview Farms development created by GMMN and is identified as Parcel Nos. 33-11-101-007 and 33-02-300-050.

C. GMMN would like to exchange the GMMN Parcel for the portion of the County Property that GMMN will use as a detention basin (the "**County Parcel**"). The GMMN Parcel and the County Parcel are individually referred to herein sometimes as a "**Parcel**" and collectively as the "**Parcels**."

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

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

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

1. Agreement to Exchange.

(a) Upon the terms and subject to the conditions and contingencies set forth herein, GMMN hereby agrees to acquire from County and County agrees to exchange and convey to GMMN, the County Parcel. The County Parcel shall be used by GMMN exclusively for open space and as a detention basin to regulate stormwater discharge into the Rosecrest Drainage Channel and shall be maintained by GMMN or its assigns.

(b) Upon the terms and subject to the conditions and contingencies set forth herein, County hereby agrees to acquire from GMMN and GMMN agrees to exchange and convey to County, the GMMN Parcel.

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

(d) As of Closing, each Party as grantor hereunder (the “**Grantor Party**”) shall deliver or cause to be conveyed to the other Party as grantee hereunder (“**Grantee Party**”), a quit claim deed (each a “**Deed**”), the form of which for the County Parcel is attached hereto as Exhibit C, and the form of which for the GMMN Parcel is attached hereto as Exhibit D.

2. Consideration. For purposes of the exchange proposed in Section 1, the Parties agree that the GMMN Parcel and the County Parcel are equivalent in value and that no other consideration is required as part of the exchange.

3. Closing. The closing of the exchange of the Parcels (the “**Closing**”) shall occur on a date mutually acceptable to the Parties but no later than March 5, 2021 (the “**Closing Date**”). At Closing, GMMN shall convey the GMMN Parcel to County, and County shall convey the County Parcel to GMMN. Consistent with the foregoing, Closing shall occur in the offices of the Escrow Agent (defined below), or at such other place as may be reasonably designated by the Parties. The Grantor Party agrees to deliver vacant possession of its Parcel at Closing, free of any right of possession or claim to right of possession by any third party. Until Closing occurs, the risk of loss to a Parcel shall be borne solely by the Party owning such Parcel.

4. Escrow Agent. Upon the execution of this Agreement, the Parties shall establish an escrow with Cottonwood Title Insurance Agency, 1996 East 6400 South, Suite 120, Murray, UT 84121, Attn: Cort Ashton (the “**Escrow Agent**”), for the purpose of consummating the property exchange contemplated by this Agreement, by executing, if required by Escrow Agent, Escrow Agent’s standard escrow instructions. If standard escrow instructions are not required by Escrow Agent, this Agreement shall serve as Escrow Agent’s instructions. If standard escrow instructions are required by Escrow Agent and there is any inconsistency between the standard escrow instructions and this Agreement, this Agreement shall control. The Closing shall be consummated through Escrow Agent’s escrow. In addition to the deeds and other instruments contemplated to be delivered at Closing pursuant to this Agreement, the Parties shall each also execute and deliver such documents as are usual, customary and/or necessary for commercial real estate closings.

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

6. Inspection Review. The Grantee Party will have an inspection period (the “**Inspection Period**”) of twenty (20) days from the Effective Date of this Agreement in which to investigate the Grantor Party’s Parcel(s). During the Inspection Period, the Grantee Party may, in its sole discretion, cancel the Agreement at any time for any reason by delivery of written notice to the Grantor Party. The Grantee Party and its representatives, consultants and contractors shall at all times have the privilege, opportunity and right of entering upon the Grantor Party’s Parcel(s) in

order to inspect and examine the same and perform boundary, topographic and like surveys and inspections, as well as other tests and inspections (including, without limitation, geotechnical and environmental tests, studies and examinations, soil tests, borings, percolation tests and other tests needed to determine surface, subsurface and topographic conditions). If a Grantee Party desires to perform invasive sampling and testing of the soil or groundwater in regard to an environmental site assessment, such Party must first obtain the Grantor Party's written approval for the scope of work. A Grantee Party's written sampling plan must be approved by the Grantor Party, and Grantor Party's representative shall have the right to accompany the Grantee Party upon entry onto the applicable Parcel(s). All studies and environmental tests shall be performed at the sole cost and expense of the Grantee Party and shall be performed so as to prevent any damage to the Parcel(s) and not interfere with the Grantor Party's use thereof. Each Party agrees any approval or consent hereunder shall not be unreasonably withheld, delayed or conditioned. Each Grantee Party further agrees to indemnify and hold the Grantor Party harmless from and against any and all claims, liabilities, or expenses of any nature whatsoever arising out of the Grantee Party's entry and activities on the Grantor Party's Parcel(s) provided; however, that the Grantee Party shall have no liability or responsibility related to (a) preexisting contamination not otherwise aggravated by the Grantee Party, or (b) conditions or for any cause of action, expense, damage, liability, claim or injury arising from the negligence or intentional act of the Grantor Party. GMMN has provided the County with a Phase I Environmental Assessment for the GMMN Parcel that is dated November 13, 2020.

7. Title. GMMN shall deliver or cause to be delivered to the County, at no expense to the County, within five (5) days of the Effective Date of this Agreement, a title insurance commitment ("**Title Commitment**") prepared by Escrow Agent covering the GMMN Parcel committing to issue to the County a standard owner's policy of title insurance in an amount reasonably established by the County. Each such title policy shall insure the County's fee simple title to the GMMN Parcel, subject only to the Permitted Exceptions (defined below). Copies of all instruments and documents referred to in the Title Commitment shall be provided with the Title Commitment. The County will have ten (10) days after receipt of the Title Commitment to review the status of the title ("**Title Review Period**"). If the County has not given notice of objections within the Title Review Period, the County will be deemed to have consented to the status of title to the respective Parcel. If, within the Title Review Period, the County gives notice of bona fide objections specifying defect(s) rendering the title unmarketable, GMMN shall attempt in good faith to cure such defects. Notwithstanding anything in this Agreement to the contrary, the County acknowledges and agrees that GMMN shall have no obligation to cure any objection or defect to title. If the County's objections are not cured by GMMN within five (5) days from notice of objections, the County may either waive such title objections and proceed to, and complete, Closing or terminate this Agreement by delivering written notice to GMMN. All exceptions listed on each Title Commitment which are not objected to by the County or are objected to by the County and cured by GMMN are referred to herein collectively as the "**Permitted Exceptions**." Notwithstanding any other provision of this Agreement, the Permitted Exceptions shall not include, and GMMN shall convey and warrant the GMMN Parcel to the County free and clear of, any lien or encumbrance on the GMMN Parcel that secures the payment of money, or that may be removed or satisfied by the payment of money, but not including the lien of taxes or assessments not yet due or payable as of the Closing.

8. Conditions to Closing.

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

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

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

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

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

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

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

9. "As Is" Exchange.

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



ACKNOWLEDGES THAT IT HAS HAD ADEQUATE TIME AND OPPORTUNITY TO INVESTIGATE THE CONVEYED PROPERTY AS IT DEEMED NECESSARY AND/OR APPROPRIATE.

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

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

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

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

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

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

11. Covenants. For the real property interests being conveyed, the Grantor Party shall not take any action, permit or acquiesce in any action or fail to take any action that will adversely affect the Grantor Party's Parcel(s), unless otherwise contemplated by this Agreement. From the Effective Date until the Closing Date, the Grantor Party agrees not to allow the following without



the prior written consent of the Grantee Party: (a) enter into any transaction with respect to or affecting the real property interests that would in any way prevent the Grantee Party's full performance hereunder, or limit or adversely affect the Grantee Party's rights as an owner of the property; (b) sell, encumber or grant any interest in the Grantor Party's real property rights to the Grantor Party's Parcel(s) or any part thereof in any form or manner whatsoever; or (c) enter into, amend, waive any rights under, terminate or extend any document or instrument affecting the Grantor Party's real property rights to the Grantor Party's Parcel(s).

12. [Intentionally Left Blank]

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

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

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

To GMMN: GMMN Holdings LLC,  
9071 South 1300 West, Suite 100  
West Jordan, Utah 84088

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

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

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

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

17. General Provisions.

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

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

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

(d) No Waiver. The failure of either Party to insist upon the strict performance of any provision of this Agreement or to exercise any right, power, or remedy consequent upon a breach thereof shall not constitute a waiver by such Party of any such provision, breach, or subsequent breach of the same or any other provision.

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

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

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



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

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

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

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

(l) Authority of Signers. The person executing this contract on behalf of GMMN warrants his or her authority to do so and to bind GMMN. Salt Lake County is a body corporate and politic of the State of Utah. The signature of the County Mayor, pursuant to a resolution of the County Council, is required in order to bind County. In the event an authorized representative of the Salt Lake County Real Estate Section first executes this Agreement, this Agreement is subject to ratification by the County Council, and to execution by the County Mayor. If the Salt Lake County Council decides, in its sole discretion, not to fund performance under this Agreement, County shall promptly notify GMMN of said non-funding and County's termination of this Agreement. If the County terminates this Agreement due to non-funding, County shall not incur any penalty.

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

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

18. Ethical Standards. GMMN represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County





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

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

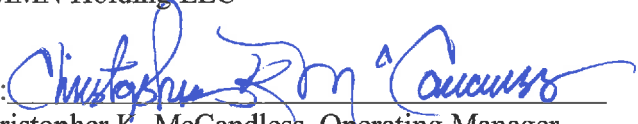
[SIGNATURE PAGE FOLLOWS]



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

**GMMN:**

GMMN Holding LLC

By:   
Christopher K. McCandless, Operating Manager

**COUNTY:**

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

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

**APPROVED AS TO FORM**

Salt Lake County  
District Attorney's Office



**EXHIBIT A**  
**TO**  
**LAND EXCHANGE AGREEMENT**

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Legal Description of GMMN Parcel to Salt Lake County

An entire tract of land described in that Warranty Deed recorded May 5, 2009 as Entry No. 10693771 in Book 9719, at Page 1731 in the Office of the Salt Lake County Recorder. Said entire tract is located in the Southwest Quarter of Section 2, Township 4 South, Range 1 West, Salt Lake Base and Meridian and described as follows:

**Beginning** at a northwesterly corner of Parcel 1 in that Quit Claim Deed recorded March 17, 2003 as Entry No. 8569766 in Book 8756, at Page 7851 in the Office of said Recorder also, being the intersection of the southerly right of way line of Bangerter Highway described as UDOT Project SP-0154(8)0 and the westerly bank of the Jordan River, which is 1182.63 feet N. 0°01'11" E. 1182.63 feet along the Section line and East 2361.03 feet from the Southwest Corner of said Section 2; thence Southerly along the westerly boundary line of said Parcel 1 and westerly bank of the Jordan River the following five (5) courses: 1) S. 69°26'33" W. 22.56 feet; 2) S. 36°38'44" W. 52.12 feet; 3) S. 69°31'04" W. 28.59 feet; 4) S. 19°59'55" W. 150.54 feet; 5) S. 71°00'00" W. 84.09 feet to the easterly boundary line of a parcel of land described in that Quit Claim Deed recorded December 31, 1980 as Entry No. 3519553 in Book 5196, at Page 1666 in the Office of said Recorder; thence N. 23°17'00" E. 248.06 feet along said easterly boundary line to said southerly right of way line of Bangerter Highway; thence N. 89°37'46" E. 111.96 feet along said southerly right of way line to the **Point of Beginning**.

The above described entire tract of land contains 14,968 sq. ft., in area or 0.343 acre more or less.

**EXHIBIT B**  
**TO**  
**LAND EXCHANGE AGREEMENT**

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Legal Description of County Parcel to GMMN Holdings LLC.

A parcel of land being part of those two (2) entire tracts described in that Warranty Deed recorded May 8, 2009 as Entry No. 10697832 in Book 9720, at Page 9036 and as "Parcel 4" in that Special Warranty Deed recorded August 4, 2004 as Entry No. 9137978 in Book 9022, at Page 4622 in the Office of the Salt Lake County Recorder. Said parcel of land is located in the Southwest Quarter of Section 2 and the Northwest Quarter of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian and described as follows:

**Beginning** at a southerly point of "Parcel A", Sage Estates Phase 1C Subdivision recorded November 2, 2016 as Entry No. 12404343 in Book 2016 of Plats, at Page 285 in the Office of said Recorder, said point also being 400.20 feet North 88°26'09" East along the Section line and 38.64 feet North from the Southwest Corner of said Section 2; thence along said "Parcel A" the following five (5) courses: 1) Northeasterly 15.12 feet along the arc of a non-tangent 15.00-foot radius curve to the right, concave southeasterly, (Radius point bears S. 85°44'48" E.) through a central angle of 57°45'47" (Chord bears N. 33°08'05" E. 14.49 feet) to a point of reverse curvature with a 60.00-foot radius curve to the left, concave northwesterly; 2) Northeasterly 15.40 feet along the arc of said curve, through a central angle of 14°42'29" (Chord bears N. 54°39'50" E. 15.36 feet) to a point of reverse curvature with a 25.00-foot radius non-tangent curve to the right, concave southerly (Radius bears S. 43°58'31" E.); 3) Easterly 20.52 feet along the arc of said curve, through a central angle of 47°01'53" (Chord bears N. 69°32'25" E. 19.95 feet); 4) S. 85°37'59" E. 114.88 feet; 5) N. 57°00'00" E. 14.75 feet to the southerly line of an existing 20.00-foot Access Easement per said Sage Estates Phase 1C Subdivision and a point of non-tangency with a 121.00-foot radius curve to the right, concave westerly (Radius point bears S. 63°39'43" W.); thence Southerly 127.70 feet along the arc of said curve and extension of easement, through a central angle of 60°28'11" (Chord bears S. 03°53'48" W. 121.86 feet); thence N. 59°08'04" W. 183.81 feet to the **Point of Beginning**.

The above described parcel of land contains 12,821 sq. ft. in area or 0.294 acre, more or less.



**EXHIBIT C**  
**TO**  
**LAND EXCHANGE AGREEMENT**

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Form of Quit Claim Deed for GMMN Parcel

WHEN RECORDED, MAIL TO:

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

Tax Serial No. 33-02-300-051

**QUIT CLAIM DEED**

GMMN Holding LLC, Grantor, of Salt Lake County, hereby quit claims to SALT LAKE COUNTY, a body corporate and politic of the State of Utah, Grantee, for the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the following real property (the "Property") located in Salt Lake County, State of Utah, and more particularly described as follows:

(SEE EXHIBIT "A")

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

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

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

IN WITNESS WHEREOF, Grantor has caused this Quit Claim Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this \_\_\_\_ day of \_\_\_\_\_, 2021.

**GRANTOR:**  
GMMN Holding LLC

By: specimen – do not sign

Its: \_\_\_\_\_

STATE OF UTAH                    )  
  :SS  
County of Salt Lake            )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me \_\_\_\_\_, who being duly sworn, did say that he is the \_\_\_\_\_ of GMMN Holding, LLC, and that the foregoing instrument was signed on behalf of said Company, by authority of law.

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

**EXHIBIT A**  
**TO**  
**QUIT CLAIM DEED**

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An entire tract of land described in that Warranty Deed recorded May 5, 2009 as Entry No. 10693771 in Book 9719, at Page 1731 in the Office of the Salt Lake County Recorder. Said entire tract is located in the Southwest Quarter of Section 2, Township 4 South, Range 1 West, Salt Lake Base and Meridian and described as follows:

**Beginning** at a northwesterly corner of Parcel 1 in that Quit Claim Deed recorded March 17, 2003 as Entry No. 8569766 in Book 8756, at Page 7851 in the Office of said Recorder also, being the intersection of the southerly right of way line of Bangerter Highway described as UDOT Project SP-0154(8)0 and the westerly bank of the Jordan River, which is 1182.63 feet N. 0°01'11" E. 1182.63 feet along the Section line and East 2361.03 feet from the Southwest Corner of said Section 2; thence Southerly along the westerly boundary line of said Parcel 1 and westerly bank of the Jordan River the following five (5) courses: 1) S. 69°26'33" W. 22.56 feet; 2) S. 36°38'44" W. 52.12 feet; 3) S. 69°31'04" W. 28.59 feet; 4) S. 19°59'55" W. 150.54 feet; 5) S. 71°00'00" W. 84.09 feet to the easterly boundary line of a parcel of land described in that Quit Claim Deed recorded December 31, 1980 as Entry No. 3519553 in Book 5196, at Page 1666 in the Office of said Recorder; thence N. 23°17'00" E. 248.06 feet along said easterly boundary line to said southerly right of way line of Bangerter Highway; thence N. 89°37'46" E. 111.96 feet along said southerly right of way line to the **Point of Beginning**.

The above described entire tract of land contains 14,968 sq. ft., in area or 0.343 acre more or less.

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

**BASIS OF BEARING:** N. 00°01'11" E. along the Section line between the Southwest Corner and the West Quarter Corner of said Section 2, Township 4 South, Range 1 West, Salt Lake Base and Meridian

P.O.B.



STATE OF UTAH DIVISION  
OF PARKS & RECREATION  
E#3519553, Bk:5196, Pg:1666  
33-02-300-010

GMMN  
HOLDINGS LLC  
33-02-300-051

S 36°38'44"W  
52.12'

S69°26'33"W 22.56

S69°31'04"W 28.59

STATE OF UTAH, DIVISION OF FORESTRY,  
FIRE AND STATE LANDS  
"PARCEL 1"  
E#8569766, Bk:8756, Pg:7851  
33-02-400-003

JORDAN RIVER

STATE OF UTAH,  
DIVISION OF FORESTRY,  
FIRE & STATE LANDS  
"PARCEL 5"  
E#8569766, Bk:8756, Pg:7851  
33-02-300-041

N23°17'00"E 248.06  
S19°59'55"W 150.54  
S71°00'00"W 84.09

### LEGEND

- Tract Boundary
- Adjacent Parcel Line

## EXHIBIT "B"

Page 4 of 4  
Date: January 4, 2020



LAND EXCHANGE AGREEMENT  
GMMN Holdings LLC

Prepared for:  
SALT LAKE COUNTY REAL ESTATE

SW Quarter Sec. 2, T.4S, R.1W, S.L.B.&M.  
Work Order No. W112520115

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

0' 20' 40' 80'



Scale in Feet  
1"=50'

Prepared By: BFM Date: 02/04/2021

Surveyed By: XXX Date: ??/??/??

Checked By: SVK Date: 02/05/2021



**EXHIBIT D**  
**TO**  
**LAND EXCHANGE AGREEMENT**

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Form of Quit Claim Deed for County Parcel

WHEN RECORDED, MAIL TO:

GMMN Holding LLC  
Needs Address

Attn:

**QUIT CLAIM DEED**

Parcel No.

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, Grantor, hereby quit claims to GMMN Holding LLC, for the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the following real property (the "Property") located in Salt Lake County, State of Utah, and more particularly described as follows:

(SEE EXHIBIT "A")

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

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

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

ALSO SUBJECT TO the perpetual restriction that the Property shall be used exclusively for open space and as a detention basin to regulate storm water discharge into the Rosecrest Drainage Channel.

IN WITNESS WHEREOF, Grantor has caused this Quit Claim Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this \_\_\_\_ day of \_\_\_\_\_, 2021.

**SALT LAKE COUNTY**

By: specimen – do not sign  
Mayor or Designee

By: specimen – do not sign  
County Clerk or Designee

STATE OF UTAH                    )  
  :ss  
County of Salt Lake            )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me \_\_\_\_\_, who being duly sworn, did say that (s)he is the \_\_\_\_\_ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

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

STATE OF UTAH                    )  
  :ss  
County of Salt Lake            )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say and acknowledge that s(he) is the \_\_\_\_\_ of Salt Lake County, and that the foregoing instrument was signed by her (him) on behalf of Salt Lake County, by authority of a Resolution of the Salt Lake County Council.

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

**EXHIBIT A**  
**TO**  
**QUIT CLAIM DEED**

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A parcel of land being part of those two (2) entire tracts described in that Warranty Deed recorded May 8, 2009 as Entry No. 10697832 in Book 9720, at Page 9036 and as "Parcel 4" in that Special Warranty Deed recorded August 4, 2004 as Entry No. 9137978 in Book 9022, at Page 4622 in the Office of the Salt Lake County Recorder. Said parcel of land is located in the Southwest Quarter of Section 2 and the Northwest Quarter of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian and described as follows:

**Beginning** at a southerly point of "Parcel A", Sage Estates Phase 1C Subdivision recorded November 2, 2016 as Entry No. 12404343 in Book 2016 of Plats, at Page 285 in the Office of said Recorder, said point also being 400.20 feet North 88°26'09" East along the Section line and 38.64 feet North from the Southwest Corner of said Section 2; thence along said "Parcel A" the following five (5) courses: 1) Northeasterly 15.12 feet along the arc of a non-tangent 15.00-foot radius curve to the right, concave southeasterly, (Radius point bears S. 85°44'48" E.) through a central angle of 57°45'47" (Chord bears N. 33°08'05" E. 14.49 feet) to a point of reverse curvature with a 60.00-foot radius curve to the left, concave northwesterly; 2) Northeasterly 15.40 feet along the arc of said curve, through a central angle of 14°42'29" (Chord bears N. 54°39'50" E. 15.36 feet) to a point of reverse curvature with a 25.00-foot radius non-tangent curve to the right, concave southerly (Radius bears S. 43°58'31" E.); 3) Easterly 20.52 feet along the arc of said curve, through a central angle of 47°01'53" (Chord bears N. 69°32'25" E. 19.95 feet); 4) S. 85°37'59" E. 114.88 feet; 5) N. 57°00'00" E. 14.75 feet to the southerly line of an existing 20.00-foot Access Easement per said Sage Estates Phase 1C Subdivision and a point of non-tangency with a 121.00-foot radius curve to the right, concave westerly (Radius point bears S. 63°39'43" W.); thence Southerly 127.70 feet along the arc of said curve and extension of easement, through a central angle of 60°28'11" (Chord bears S. 03°53'48" W. 121.86 feet); thence N. 59°08'04" W. 183.81 feet to the **Point of Beginning**.

The above described parcel of land contains 12,821 sq. ft. in area or 0.294 acre, more or less.

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

**BASIS OF BEARING:** S. 00°01'11" E. along the Section line between the Southwest Corner and the West Quarter Corner of said Section 2, Township 4 South, Range 1 West, Salt Lake Base and Meridian



BLUE QUILL  
DRIVE

20.0' Access Easement  
in favor of Bluffdale City

"Parcel 4"  
SALT LAKE COUNTY  
33-11-101-007  
E#9137978, Bk:9022, Pg:4622

SALT LAKE COUNTY  
33-02-300-005  
E#10697832, Bk:9720, Pg:9036

P.O.B.

PARCEL A  
SAGE ESTATES PHASE 1C SUBDIVISION  
E#12404343, Bk: 2016P, Pg: 285  
SPRINGVIEW FARMS HOA  
33-02-351-017

N57°00'00"E 14.75'  
S85°37'59"E 114.88

R=121.00'  
L=127.70'  
DELTA=60°28'11"  
TAN=70.52'  
CHB=S3°53'48"W  
CH=121.86'

N59°08'04"W 183.81

"Parcel 4"  
SALT LAKE COUNTY  
33-11-101-007  
E#9137978, Bk:9022, Pg:4622

### LEGEND

- Tract Boundary
- Land Exchange Area
- Road Centerline
- Adjacent Parcel Line

### CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHD BRG	CHD LEN
C1	15.12	15.00	57°45'47"	N33° 08' 05"E	14.49
C2	15.40	60.00	14°42'29"	N54° 39' 50"E	15.36
C3	20.52	25.00	47°01'53"	N69° 32' 25"E	19.95

Page 4 OF 4  
Date: February 4, 2021

### EXHIBIT "B"



LAND EXCHANGE AGREEMENT  
SALT LAKE COUNTY

Prepared for:  
SALT LAKE COUNTY REAL ESTATE

Sec. 2 & 11, T.4S, R.1W, S.L.B.&M.  
Work Order No. W112520115

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

0' 20 40 80



Scale in Feet  
1"=40'

Prepared By: BFM Date: 12/18/2020  
Surveyed By: XXX Date: ??/??/??  
Checked By: XXX Date: ??/??/??