

WHEN RECORDED, RETURN TO:

West Jordan City Recorder
8000 S. Redwood Road
West Jordan, UT 84088

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Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: WEST JORDAN CITY
8000 S REDWOOD RD WEST JORDAN, UT 84088



Parcel No(s): _____

**CITY OF WEST JORDAN – CW LAND CO., LLC
MEMORANDUM OF UNDERSTANDING AND AGREEMENT
CLARIFYING CERTAIN PROVISIONS
REGARDING PERMITTING BY UDOT IN THE 7800 SOUTH RIGHT-OF-WAY**

This Memorandum of Understanding and Agreement regarding the area at and near the 7800 South Right-of-Way (“**CR 7800 South Area**”), including permits required by the Utah Department of Transportation (“**UDOT**”, “**UDOT ROW**”, “**UDOT Permits**”, and “**Agreement**” or “**MOU**”), is made and entered into on the date signed by all the Parties, by and between the City of West Jordan, including, but not limited to, its Community Development Department and Public Works Department, a municipal corporation of the State of Utah (“**City**”) and CW Land Co., LLC, a Utah limited liability company and CW Copper Rim 1, LLC, a Utah limited liability company, as the owner of certain phases in Copper Rim, and their respective successors and assigns (collectively, the “**Developer**”), individually and collectively called “**Party**” and the “**Parties.**” The CR 7800 South Area is depicted in **Exhibit A**.

WHEREAS, the Parties previously, on or about November 7, 2018, entered into a Master Development Agreement regarding the Copper Rim Development, which was recorded in the office of the Salt Lake County Recorder on November 27, 2018 as Entry No. 12892584 and was later amended by that First Amendment to Master Development Agreement Copper Rim for “Town Center at Copper Rim” Interchange Overlay Zone area which was recorded in the office of the Salt Lake County Recorder on September 3, 2021 as Entry No. 13764073 (as amended, the “**MDA**”), located along both sides of Copper Rim Drive and between 7800 South and 7000 South (“**Copper Rim**”);

WHEREAS, the Parties intend to clarify the implementation of certain terms, provisions, and obligations of the MDA regarding UDOT Permits in the UDOT ROW; and

WHEREAS, the Parties desire to enter into this Agreement to memorialize their mutual understanding and agreement related to UDOT Permits in the UDOT ROW.

NOW, THEREFORE, based on the mutual promises and conditions contained herein, it is agreed by and between the Parties as follows:

1. The “Whereas” clauses above (“**Recitals**”) are incorporated herein by reference.
2. The Parties agree to and acknowledge the following:
 - (a) The Copper Rim Commercial Phase 1 Subdivision (also known as the Furniture Row Subdivision) will soon be released for construction;
 - (b) UDOT has not yet granted UDOT Permits approval for improvements within the UDOT ROW, but the City and the Developer anticipate approval in the near future;
 - (c) Additional changes to meet the requirements for the UDOT Permits may necessitate a “change order” to the plans released for construction (“**Plans**”); and
 - (d) In consideration for the City allowing the Plans to be released for construction in advance of the approvals of the UDOT Permits, Developer agrees to make any reasonable changes to the Plans, at its own expense, to meet (and construct in compliance with) all the requirements of the UDOT Permits.
 - (e) Any additional changes to the Plans, any “change order” to the Plans, and any associated improvements and funding obligations as necessary to meet the requirements for the UDOT Permits within the CR 7800 South Area and/or the UDOT ROW shall be made in accordance with MDA Subsection 4.1(A) (the 7800 South Road Infrastructure improvement obligations between the Parties).
3. The Parties agree that this Agreement:
 - (a) Shall be interpreted and construed in accordance with the laws of the State of Utah; and
 - (b) Shall not be subject to the requirements of Utah Code Ann. Section 10-8-2, since this Agreement does not address any appropriation or any acquisition or disposal of any property; but rather, only addresses the mutual understanding, agreement, and implementation of certain terms, provisions, and obligations of the MDA regarding the UDOT Permits in the UDOT ROW.
4. This Agreement shall be recorded against Copper Rim, as described on **Exhibit B** attached hereto and incorporated herein by reference. The agreements, benefits, burdens, rights, and responsibilities contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors in ownership of Copper Rim, or portion thereof, as applicable, with respect to that portion of Copper Rim owned by such successors in ownership.
5. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable, or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement, unless the unenforceable provision is reasonably deemed a material provision by either Party, in which case this Agreement may be terminated by written notice to the other Party. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to affect their original intent as closely as possible in a mutually acceptable manner in order that the Agreement be consummated as originally contemplated to the greatest extent possible.
6. The MDA, this Agreement, and any previously approved MOU’s constitute the entire

Agreement between the Parties pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, regarding the subject of this Agreement are hereby superseded and merged with the MDA and this Agreement. This Agreement may not be modified except by an instrument in writing signed by the Parties.

7. The individuals executing this Agreement represent and warrant that they have the power and authority to do so and to bind the entities for which they are executing this Agreement.

8. The Parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same Agreement. Furthermore, the Parties shall treat a copy of an original signature to this Agreement for all purposes as an original signature. The Parties shall consider a copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no Party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

(Signature lines on the following pages.)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, effective on the date signed by all the Parties.

CITY OF WEST JORDAN, a municipality and political subdivision of the State of Utah:

By: *Dirk Burton*
Mayor Dirk Burton

Date: 5.11.2023

ATTEST:



Tangee Sloan
Tangee Sloan, City Recorder

APPROVED AS TO LEGAL FORM:

Amanda J. Murray ^{5/10/2023}
Duncan Murray, Assistant City Attorney

ACKNOWLEDGEMENT

STATE OF UTAH)
 §
COUNTY OF SALT LAKE)

On this 11 day of May, 2023, before the undersigned notary public in and for the State of Utah, personally appeared Dirk Burton, known or identified to me to be the Major of the City of West Jordan, and Tangee Sloan, the City Recorder of the City of West Jordan, and the persons who executed the foregoing instrument on behalf of said City and acknowledged to me that said City executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Rachel Dority
Notary Public for Utah
Residing at: Salt Lake County
My Commission Expires: 09-07-2026

EXHIBIT A
(Graphic Depiction of the CR 7800 South Area)

7800 SOUTH WIDENING

7800 SOUTH
WEST JORDAN, UTAH

PROJECT LOCATION

PROJECT SITE

Sheet Number	Sheet Title
CV-1	COVER SHEET
NT-1	NOTES
NT-2	WEST JORDAN CITY GENERAL NOTES
NT-3	ABBREVIATIONS AND LEGENDS
NT-4	UDOT GENERAL NOTES
DP-1	DEMOLITION PLAN
SP-1	SITE PLAN
SP-2	STRIPING PLAN
UT-1	UTILITY PLAN
UT-2	UTILITY PLAN
GP-1	GRADINGS PLAN
DT-1	DETAILS - SITE & STORM DRAIN
DT-2	DETAILS - SITE & STORM DRAIN
DT-3	DETAILS - STORM DRAIN
DT-4	DETAILS - WATER
Landscape	
LA-0-1	LANDSCAPE SPECIFICATIONS & NOTES
LA-100	LANDSCAPING PLAN
LA-200	LANDSCAPING DETAILS
IR-100	IRRIGATION PLAN
IR-200	ROOT ZONE PLAN
IR-300	IRRIGATION DETAILS
IR-310	ROOT ZONE DETAILS

CONSTRUCTION PLANS

PLANS PREPARED BY:
WARD ENGINEERING GROUP
231 WEST 200 SOUTH SUITE A
SALT LAKE CITY, UTAH 84111
(313) 487-8040 PHONE
(313) 487-8668 FAX

7800 SOUTH WIDENING
COVER SHEET

Sheet List Table	
Sheet Number	Sheet Title
CIVIL	
CV-01	COVER SHEET
NT-01	NOTES
NT-02	WEST JORDAN CITY GENERAL NOTES
NT-03	ABBREVIATIONS AND LEGENDS
NT-04	UDOT GENERAL NOTES
DP-01	DEMOLITION PLAN
SP-01	SITE PLAN
SP-02	STRIPING PLAN
UT-01	UTILITY PLAN
UT-02	UTILITY PLAN
GP-01	GRADINGS PLAN
DT-01	DETAILS - SITE & STORM DRAIN
DT-02	DETAILS - SITE & STORM DRAIN
DT-03	DETAILS - STORM DRAIN
DT-04	DETAILS - WATER
Landscape	
LA-0-1	LANDSCAPE SPECIFICATIONS & NOTES
LA-100	LANDSCAPING PLAN
LA-200	LANDSCAPING DETAILS
IR-100	IRRIGATION PLAN
IR-200	ROOT ZONE PLAN
IR-300	IRRIGATION DETAILS
IR-310	ROOT ZONE DETAILS

EXHIBIT B
(Legal Description of Copper Rim for Recording Purposes)

Parcel No. 20-26-457-001 (for reference purposes only)

A PARCEL OF LAND SITUATE IN THE SOUTH HALF OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, SALT LAKE COUNTY, UTAH, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF MOUNTAIN VIEW CORRIDOR AND THE NORTH RIGHT OF WAY LINE OF 7800 SOUTH STREET; SAID POINT BEING NORTH 89°58'34" EAST 216.99 FEET ALONG THE SECTION LINE AND NORTH 0°01'26" WEST 84.36 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) NORTH 20°15'47" WEST 224.33 FEET TO A POINT OF CURVATURE ON A 1,108.00 FOOT RADIUS CURVE TO THE LEFT; (2) NORTHWESTERLY 561.19 FEET ALONG THE ARC OF SAID CURVE (CHORD TO SAID CURVE BEARS NORTH 34°46'20" WEST FOR A DISTANCE OF 555.21 FEET); (3) NORTH 49°17'49" WEST 75.46 FEET TO A POINT ON THE SOUTHERLY CORNER OF THE WEST JORDAN CITY PARCEL, AS DESCRIBED PER ENTRY 12993692, RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; RUNNING THENCE ALONG THE BOUNDARY LINES OF SAID PARCEL THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) NORTH 39°17'14" EAST 218.39 FEET; (2) NORTH 0°00'03" EAST 196.33 FEET; THENCE NORTH 39°25'08" EAST 137.83 FEET; THENCE SOUTH 50°39'38" EAST 7.01 FEET; THENCE NORTH 53°39'17" EAST 345.25 FEET TO A POINT OF CURVATURE ON A 200.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY 30.59 FEET ALONG THE ARC OF SAID CURVE (CHORD TO SAID CURVE BEARS NORTH 49°16'24" EAST FOR A DISTANCE OF 30.56 FEET); THENCE NORTH 44°53'30" EAST 53.01 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF COPPER RIM DRIVE, RUNNING THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE OF COPPER RIM DRIVE, THE FOLLOWING TWO (2) COURSES & DISTANCES: (1) SOUTH 45°06'31" EAST 175.87 FEET TO A POINT OF CURVATURE WITH A 1908.69 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THE CENTER OF SAID CURVE BEARS SOUTH 44°30'47" WEST (2) THENCE SOUTHEASTERLY 240.71 FEET ALONG THE ARC OF SAID CURVE (CHORD TO SAID CURVE BEARS SOUTH 41°52'27" EAST FOR A DISTANCE OF 240.55 FEET); THENCE SOUTH 77°31'49" WEST 132.96 FEET TO POINT OF CURVATURE WITH A 284.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTERLY 189.30 FEET ALONG THE ARC OF SAID CURVE (CHORD TO SAID CURVE BEARS SOUTH 58°26'05" WEST FOR A DISTANCE OF 185.82 FEET); THENCE SOUTH 39°20'22" WEST 83.55 FEET; THENCE NORTH 50°39'38" WEST 20.52 FEET; THENCE SOUTH 41°42'34" WEST 283.49 FEET; THENCE SOUTH 48°17'26" EAST 631.98 FEET TO POINT OF CURVATURE WITH A 150.00 FOOT RADIUS CURVE TO THE LEFT; THENCE EASTERLY 97.40 FEET ALONG THE ARC OF SAID CURVE (CHORD TO SAID CURVE BEARS SOUTH 66°53'37" EAST FOR A DISTANCE OF 95.70 FEET); THENCE SOUTH 0°02'45" EAST 300.65 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 7800 SOUTH STREET; THENCE WESTERLY ALONG THE NORTH RIGHT OF WAY LINE OF SAID 7800 SOUTH STREET THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) SOUTH 89°59'10" WEST 31.81 FEET; (2) NORTH 88°21'05" WEST 231.29 FEET; (3) SOUTH 89°44'01" WEST 154.96 FEET TO THE POINT OF BEGINNING.

Parcel Numbers: 20-26-101-002, 20-26-101-008, and 20-26-176-002 (for reference purposes only)

A PORTION OF THE NW1/4 AND THE SW1/4 OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, LOCATED IN WEST JORDAN, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N89°41'31"E ALONG THE SECTION LINE 35.90 FEET FROM THE NORTHWEST CORNER OF SECTION 26, T2S, R2W, S.L.B. & M.; THENCE N89°41'31"E ALONG THE SECTION LINE 1,687.42 FEET TO THE NORTHWEST CORNER OF THAT REAL PROPERTY DESCRIBED IN DEED BOOK 9577 PAGE 3458 OF THE OFFICIAL RECORDS OF SALT LAKE COUNTY; THENCE ALONG SAID DEED THE FOLLOWING 2 (TWO) COURSES AND DISTANCES: S0°18'29"E (DEED: S0°35'42"E) 933.40 FEET; THENCE N89°41'31"E 938.05 FEET TO THE EAST LINE OF SAID NW1/4; THENCE S0°35'36"E ALONG THE 1/4 SECTION LINE 1,704.16 FEET TO THE CENTER 1/4 CORNER OF SAID SECTION 26 AT A POINT ON THE NORTHERLY LINE OF COPPER RIM SUBDIVISION, PHASE 1B, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE ALONG SAID PLAT THE FOLLOWING 13 (THIRTEEN) COURSES AND DISTANCES: S31°08'59"W 99.22 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 467.25 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: N35°51'46"E) TO THE RIGHT 66.89 FEET THROUGH A CENTRAL ANGLE OF 8°12'09" (CHORD: N50°02'10"W 66.83 FEET); THENCE N45°55'16"W 97.65 FEET; THENCE ALONG THE ARC OF A 19.00 FOOT RADIUS CURVE TO THE RIGHT 25.56 FEET THROUGH A CENTRAL ANGLE OF 77°04'03" (CHORD: N7°23'09"W 23.67 FEET); THENCE N31°08'53"E 8.29 FEET; THENCE ALONG THE ARC OF A 351.75 FOOT RADIUS CURVE TO THE LEFT 16.12 FEET THROUGH A CENTRAL ANGLE OF 2°37'32" (CHORD: N29°50'07"E 16.12 FEET); THENCE N61°28'39"W 53.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 19.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: N61°28'40"W) TO THE RIGHT 35.00 FEET THROUGH A CENTRAL ANGLE OF 105°33'29" (CHORD: S81°18'05"W 30.26 FEET); THENCE N45°55'10"W 17.13 FEET; THENCE S44°04'50"W 70.00 FEET; THENCE S45°55'10"E 42.23 FEET; THENCE ALONG THE ARC OF A 19.00 FOOT RADIUS CURVE TO THE RIGHT 25.56 FEET THROUGH A CENTRAL ANGLE OF 77°04'06" (CHORD: S7°23'10"E 23.67 FEET); THENCE S31°08'53"W 93.35 FEET TO THE NORTHEAST CORNER OF PARCEL B, PHASE 2, COPPER RIM SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE ALONG SAID PLAT THE FOLLOWING 7 (SEVEN) COURSES AND DISTANCES: N57°21'14"W 102.85 FEET; THENCE N32°02'47"E 15.91 FEET; THENCE N19°40'50"W 23.86 FEET; THENCE N60°07'49"W 9.76 FEET; THENCE N57°21'14"W 66.00 FEET; THENCE N52°01'34"W 59.84 FEET; THENCE N57°36'46"W 28.42 FEET TO THE NORTHEAST CORNER OF PARCEL A, PHASE 3A, COPPER RIM SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE ALONG SAID PLAT THE FOLLOWING 14 (FOURTEEN) COURSES AND DISTANCES: N57°33'42"W 166.82 FEET; THENCE N30°21'18"W 10.19 FEET; THENCE N55°17'21"W 30.84 FEET; THENCE N88°16'48"W 10.14 FEET; THENCE N57°27'50"W 179.85 FEET; THENCE N41°02'22"W 111.00 FEET; THENCE N48°35'46"W 34.30 FEET; THENCE N87°43'08"W 23.58 FEET; THENCE ALONG THE ARC OF A 60.32 FOOT RADIUS CURVE TO THE RIGHT 48.18 FEET THROUGH A CENTRAL ANGLE OF 45°45'47" (CHORD: N59°58'30"W 46.91 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF AN 89.52 FOOT RADIUS CURVE TO THE RIGHT 60.17 FEET THROUGH A CENTRAL ANGLE OF 38°30'44" (CHORD: N21°22'38"W 59.05 FEET) TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A 19.11 FOOT RADIUS CURVE TO THE LEFT 28.21 FEET THROUGH A CENTRAL ANGLE OF 84°35'18" (CHORD: N49°06'39"W 25.71 FEET); THENCE S89°22'11"W 103.70 FEET; THENCE S85°17'01"W 16.19 FEET; THENCE ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT 24.04 FEET THROUGH A CENTRAL ANGLE OF 27°32'44" (CHORD: S64°14'45"W 23.81 FEET) TO THE EASTERLY LINE OF COPPER RIM DRIVE AS DEFINED AND DESCRIBED AS A PART OF PHASE 3B, COPPER RIM SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE ALONG SAID PLAT THE FOLLOWING 19 (NINETEEN) COURSES AND DISTANCES: N1°01'17"W 21.69 FEET; THENCE ALONG THE ARC OF A 416.00 FOOT RADIUS CURVE TO THE LEFT 42.28 FEET THROUGH A CENTRAL ANGLE OF 5°49'22" (CHORD: N2°37'27"W 42.26 FEET); THENCE N5°32'08"W 23.52 FEET; THENCE ALONG THE ARC OF A 34.00 FOOT RADIUS CURVE TO THE RIGHT 40.20 FEET THROUGH A CENTRAL ANGLE OF 67°44'48" (CHORD: N28°20'16"E 37.90 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF AN 84.00 FOOT RADIUS CURVE TO THE RIGHT 48.41 FEET THROUGH A CENTRAL ANGLE OF 33°01'16" (CHORD: N78°43'18"E 47.74 FEET); THENCE S82°42'18"E 2.45 FEET;

THENCE N9°59'19"E 38.33 FEET; THENCE N25°28'33"E 35.43 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 93.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: N26°38'37"E) TO THE RIGHT 51.47 FEET THROUGH A CENTRAL ANGLE OF 31°42'26" (CHORD: N47°30'10"W 50.81 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF A 383.00 FOOT RADIUS CURVE TO THE RIGHT 92.31 FEET THROUGH A CENTRAL ANGLE OF 13°48'32" (CHORD: N24°44'41"W 92.08 FEET); THENCE S73°11'15"W 32.66 FEET; THENCE N84°19'32"W 42.07 FEET; THENCE S8°29'04"W 2.15 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF AN 83.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: N79°42'22"W) TO THE RIGHT 72.72 FEET THROUGH A CENTRAL ANGLE OF 50°11'58" (CHORD: S35°23'37"W 70.42 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF A 333.00 FOOT RADIUS CURVE TO THE RIGHT 31.99 FEET THROUGH A CENTRAL ANGLE OF 5°30'18" (CHORD: S63°14'45"W 31.98 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF A 134.00 FOOT RADIUS CURVE TO THE RIGHT 25.20 FEET THROUGH A CENTRAL ANGLE OF 10°46'28" (CHORD: S71°23'08"W 25.16 FEET); THENCE S76°46'21"W 32.70 FEET; THENCE ALONG THE ARC OF A 935.00 FOOT RADIUS CURVE TO THE LEFT 459.17 FEET THROUGH A CENTRAL ANGLE OF 28°08'14" (CHORD: S62°42'14"W 454.57 FEET); THENCE S48°38'06"W 87.75 FEET (PLAT: 87.67 FEET) TO THE EASTERLY RIGHT-OF-WAY OF THE MOUNTAIN VIEW CORRIDOR (STATE ROUTE 85); THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING 13 (THIRTEEN) COURSES AND DISTANCES: N32°46'47"W 0.74 FEET; THENCE N30°26'24"W 206.28 FEET; THENCE N49°05'36"E 37.47 FEET; THENCE N40°54'24"W 149.31 FEET; THENCE N23°38'36"W 378.38 FEET; THENCE N19°32'35"W 357.21 FEET; THENCE N3°54'49"E 133.37 FEET; THENCE N70°27'25"E 126.81 FEET; THENCE N8°24'01"E 127.59 FEET; THENCE N31°04'25"W 179.83 FEET; THENCE N85°48'05"W 145.75 FEET; THENCE S75°58'16"W 48.42 FEET; THENCE N14°59'13"W 731.27 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDS OF THE FOLLOWING DESCRIBED TRACT OF LAND, AS DISCLOSED BY THAT CERTAIN WARRANTY DEED RECORDED OCTOBER 4, 2019 AS ENTRY NO. 13091874 IN BOOK 10841 AT PAGE 3585 IN THE SALT LAKE COUNTY RECORDER'S OFFICE, TO-WIT:

BEGINNING AT A POINT WHICH IS SOUTH 89°58'45" WEST 1491.42 FEET AND NORTH 2471.49 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 57°13'13" EAST 100.79 FEET; THENCE NORTH 03°07'59" EAST 41.49 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 27°03'19" WEST) 20.59 FEET (CHORD NORTH 39°21'15" EAST 20.01 FEET) TO A POINT ON A CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF A 76.75 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 74°14'35" WEST) 12.34 FEET (CHORD NORTH 20°21'51" EAST 12.33 FEET); THENCE NORTH 24°58'11" EAST 26.18 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 276.75 FOOT RADIUS CURVE TO THE RIGHT 50.68 FEET (CHORD NORTH 30°12'57" EAST 50.61 FEET) TO A POINT OF TANGENCY; THENCE NORTH 35°27'43" EAST 48.94 FEET; THENCE NORTH 32°52'23" EAST 86.69 FEET; THENCE NORTH 30°51'34" EAST 28.21 FEET; THENCE NORTH 37°23'44" EAST 58.87 FEET; THENCE NORTH 35°19'07" WEST 30.17 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF A 19.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 35°19'07" WEST) 23.30 FEET (CHORD NORTH 12°00'28" EAST 25.76 FEET) TO A POINT ON A CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A 545.00 RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 59°20'03" EAST) 269.53 FEET (CHORD NORTH 16°29'52" WEST 266.80 FEET) TO A POINT ON A CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF A 544.38 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 87°39'44" EAST) 92.15 FEET (CHORD NORTH 02°30'43" EAST 92.04 FEET) TO A POINT ON A CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A 65.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 82°38'29" WEST) 123.07 FEET (CHORD NORTH 46°53'03" WEST 105.49 FEET); THENCE NORTH 11°07'36" WEST 87.34 FEET TO A POINT ON A CURVE; THENCE

SOUTHWESTERLY ALONG THE ARC OF A 1528.85 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 12°54'41" EAST) 585.66 FEET (CHORD SOUTH 66°06'52" WEST 582.08 FEET); THENCE SOUTH 30°26'17" EAST 63.22 FEET; THENCE SOUTH 32°46'47" EAST 760.43 FEET TO THE POINT OF BEGINNING. (AKA PARCEL D).