

14398960 B: 11579 P: 5919 Total Pages: 15
06/17/2025 04:06 PM By: dsalazar Fees: \$42.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

WHEN RECORDED RETURN TO:

Kesler & Rust, P.C.
68 South Main Street, Ste 200
Salt Lake City, Utah 84101
Attn: Scott S. Bridge

Mail Tax Notices To:

Marberger:
2760 E Spring Creek Rd.
Holladay, UT 84117

Holland:
4596 S. 2770 E.
Holladay, UT 84117

Major:
4610 S. 2770 E.
Holladay, UT 84117

185356-PLP

Space above for County Recorder's Use

Affects Parcel Nos. 22-02-351-006; 22-02-351-018; 22-02-351-007; 22-02-351-019; and 22-02-351-020

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT (this "**Agreement**") is entered into to be effective as of the 24th day of February, 2025 (the "**Effective Date**"), by and among Heidi and Adam Marberger (collectively, "**Marberger**"), whose address is 2760 E Spring Creek Road, Holladay, Utah 84117, Douglas K. Holland, trustee of the Douglas K. Holland Family Trust dated January 24, 2023 ("**Holland**"), whose address is 4596 S. 2770 E, Holladay Utah 84117, and Cherie M. Major, as trustee of the Cherie M. Major dated December 27, 2023 ("**Major**"), whose address is 4610 S 2770 E, Holladay, Utah 84117. Marberger, Holland and Major are sometimes referred to herein singularly as a "**Party**" and collectively as the "**Parties**" with respect to the following:

RECITALS

A. Marberger owns that certain parcel of real property (the "**Marberger Parcel**") located in Salt Lake County, Utah identified as Parcel Nos. 22-02-351-006 and 22-02-351-018. The current legal description of the Marberger Parcel is set forth in Exhibit A attached hereto and incorporated herein by this reference.

B. Holland owns that certain parcel of real property (the "**Holland Parcel**") located in Salt Lake County, Utah identified as Parcel Nos. 22-02-351-007 and 22-02-351-019. The current legal description of the Holland Parcel is set forth in Exhibit A attached hereto and incorporated herein by this reference

C. Major owns that certain parcel of real property (the "**Major Parcel**") located in Salt Lake County, Utah, identified as Parcel No. 22-02-351-020. The current legal description of the Major Parcel is set forth in Exhibit A attached hereto and incorporated herein by this reference.

D. The Marberger Parcel, the Holland Parcel and the Major Parcel are contiguous. The true boundary line between and among the Parties is uncertain and ambiguous as a result of certain geographical markers being inconsistent with the Parties' respective deeded legal descriptions. As a result, the Parties agree to adjust the boundaries to their respective properties in accordance with this Agreement in order to address those discrepancies and/or inconsistencies.

E. The Parties are entering into this Agreement to adjust the boundary line between the Marberger Parcel, the Holland Parcel and the Major Parcel in accordance with the terms of this Agreement. The legal description of the adjusted and agreed upon boundary lines (the "**Adjusted Boundary Lines**") are set forth herein as follows: (1) The legal description of the Marberger Parcel after the Adjusted Boundary Line becomes effective is set forth in Exhibit B attached hereto and incorporated by this reference (the "**Adjusted Marberger Parcel**"); (2) the legal description of the Holland Parcel after the Adjusted Boundary Line becomes effective is set forth in Exhibit C attached hereto and incorporated by this reference (the "**Adjusted Holland Parcel**"); and (3) the legal description of the Major Parcel after the Adjusted Boundary Line becomes effective is set forth in Exhibit D attached hereto and incorporated by this reference (the "**Adjusted Major Parcel**"). The Adjusted Marberger Parcel, the Adjusted Holland Parcel, and the Adjusted Major Parcel are sometimes referred to herein singularly as a "**Parcel**" and collectively as the "**Parcels**."

F. Reference is made to that record of survey map conducted by Civil Science and dated February 19, 2025, which shows the Adjusted Boundary Lines, attached hereto as Exhibit E and incorporated by this reference.

G. Pursuant to Sections 10-9a-524, 57-1-45 and 17-27a-523 of the Utah Code Ann., the Parties are entering into this Agreement to establish the Adjusted Boundary Lines between their respective Parcels 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:

AGREEMENT

1. Accuracy and Incorporation of Recitals. The recitals set forth above are true, correct, and complete in all material respects and are hereby incorporated into and made a part of this Agreement.

2. Payment of Fees. Each Party agrees that the professional fees of the surveyor for the work done to prepare the legal descriptions required for this Agreement shall be split evenly between Marberger and Holland. Each Party will pay its own attorney's fees associated with the drafting of this Agreement.

3. Adjusted Boundary Line; Quit Claim Deeds. Pursuant to Section 57-1-45 and Section 10-9a-524 of the Utah Code, the Parties hereby covenant and agree that from and after the date of this Agreement the boundary lines between the Marberger Parcel, the Holland Parcel and the Major Parcel are adjusted to be the Adjusted Boundary Line. As the result of such adjustment to the Adjusted Boundary Line, the legal description of the Marberger Parcel is hereby adjusted to be the legal description of the Adjusted Marberger Parcel, the legal description of the Holland

Parcel is hereby adjusted to be the legal description of the Adjusted Holland Parcel and the legal description of the Major Parcel is hereby adjusted to be the legal description of the Adjusted Major Parcel. To conform the legal descriptions of the Marberger Parcel, the Holland Parcel and the Major Parcel to the Adjusted Boundary Line, each of Marberger, Holland and/or Major hereby quitclaims to the other(s), as the case may be, all right, title and interest in and to their respective Parcels but only as necessary to achieve the Adjusted Boundary Line and resulting adjusted legal descriptions contained in Exhibits B, C, and D and as shown on Exhibit E.

4. No New Lot. This Agreement accomplishes a "parcel boundary adjustment" as that term is defined in Utah Code Ann. § 17-27a-103(50)(a), and 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. Integration; Modification. This Agreement 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. Duration; Rights Run With the Land; Binding Effect. This Agreement and the Adjusted Boundary Line, recognized and 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. Further Action. 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. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

9. Interpretation. 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.

10. Severability. 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. Authority. 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 Amendment 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. Counterparts. 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.

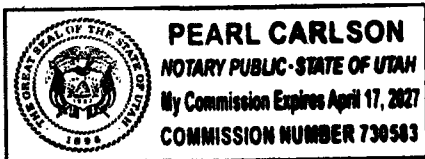
IN WITNESS WHEREOF, this Agreement is executed as of the dates below written to be effective as of the Effective Date.

MARBERGER:

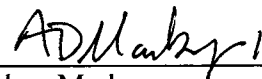

Heidi Marberger

STATE OF UTAH)
COUNTY OF Salt Lake) : ss.

The foregoing instrument was acknowledged before me this 27 day of Feb. 2025, by Heidi Marberger.

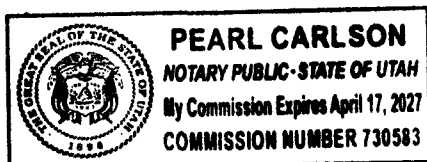



NOTARY PUBLIC


Adam Marberger

STATE OF UTAH)
COUNTY OF Salt Lake) : ss.

The foregoing instrument was acknowledged before me this 27 day of Feb. 2025, by Adam Marberger.




NOTARY PUBLIC

HOLLAND:

Douglas K. Holland Family Trust dated January 24,
2023



Douglas K. Holland, Trustee

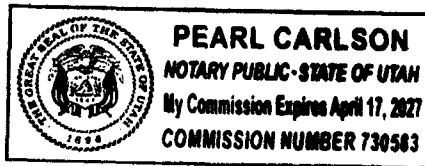
STATE OF UTAH)

COUNTY OF Salt Lake) : ss.

The foregoing instrument was acknowledged before me this 29 day of
Feb 2025, by Douglas K. Holland, as Trustee of the Douglas K. Holland Family
Trust dated January 24, 2023.



NOTARY PUBLIC



MAJOR:

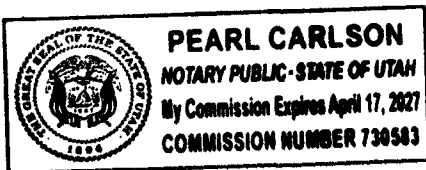
The Cherie M. Major Trust, dated December 27,
2023

Cherie Major
Cherie M. Major, Trustee

STATE OF UTAH)
COUNTY OF Salt Lake) : ss.

The foregoing instrument was acknowledged before me this 26 day of
March 2025, by Cherie M. Major, as Trustee of the Cherie M. Major Trust, dated
December 27, 2023.

Pearl Carlson
NOTARY PUBLIC



**EXHIBIT A
EXISTING PARCELS**

ADAM AND HEIDI MARBERGER (WD 13774899)

PARCEL 1: (PARCEL 22-02-351-006)

COMMENCING AT A POINT WHICH IS 841.04 FEET NORTH AND EAST 3395.54 FEET; THENCE NORTH 21° WEST 240.0 FEET AND SOUTH 69° WEST 83.7 FEET AND NORTH 21°00' WEST 116.68 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 69°00' WEST 106.1 FEET; THENCE NORTH 21°00' WEST 116.68 FEET; THENCE NORTH 69°00' EAST 106.1 FEET; THENCE SOUTH 21°00' EAST 116.68 FEET TO THE PLACE OF BEGINNING.

SUBJECT TO A RIGHT OF WAY OVER THE NORTH 20.0 FEET OF THE PROPERTY DESCRIBED.

PARCEL 2: (PARCEL 22-02-351-018)

BEGINNING AT A POINT ON THE NORTHERLY RECORD TITLE BOUNDARY OF GRANTORS LAND, SAID POINT BEING NORTH 1,070 FEET AND EAST 2,622 FEET AND NORTH 69°00' EAST 533.1 FEET AND SOUTH 21°00' EAST 110 FEET AND NORTH 69°00' EAST 22.08 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 21°00' EAST 53.64 FEET; THENCE SOUTH 33°04' WEST 31.47 FEET; THENCE SOUTH 69°00' WEST 80.00 FEET TO A FENCE; THENCE NORTH 19°38'25" WEST ALONG SAID FENCE 65.44 FEET TO THE NORTHERLY RECORD TITLE BOUNDARY OF THE BARRELL PROPERTY; THENCE NORTH 69°00' EAST ALONG SAID NORTHERLY BOUNDARY 81.84 FEET; THENCE NORTH 21°00' WEST 6.68 FEET; THENCE NORTH 69°00' EAST 22.08 FEET TO THE POINT OF BEGINNING.

DOUGLAS HOLLAND (QCD 14109175)

PARCEL NO. 22-02-351-007:

COMMENCING AT A POINT 1070 FEET NORTH AND 2622 FEET EAST AND NORTH 69°00' EAST 533.50 FEET FROM THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THENCE NORTH 69°00' EAST 117.7 FEET; THENCE SOUTH 21°00' EAST 110.00 FEET; THENCE SOUTH 69°00' WEST 117.7 FEET; THENCE NORTH 21°00' WEST 110.00 FEET TO THE PLACE OF BEGINNING. CONTAINING 0.23 ACRES.

PARCEL NO. 22-02-351-019:

BEGINNING AT A POINT ON THE NORTH RECORD TITLE BOUNDARY OF GRANTORS LAND, SAID POINT BEING NORTH 1070 FEET AND EAST 2662 FEET AND NORTH 69°00' EAST 533.1 FEET AND SOUTH 21°00' EAST 110 AND NORTH 69°00' EAST 22.08 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 69°00' EAST 73.40 FEET ALONG THE NORTHERLY RECORD TITLE LINE OF THE GRANTORS PROPERTY TO THE WESTERLY LINE OF 2770 EAST STREET; THENCE

ALONG SAID WESTERLY LINE SOUTH 21°00' EAST 53.64 FEET; THENCE SOUTH 69°00' WEST 73.40 FEET; THENCE NORTH 21°00' WEST 53.64 FEET TO THE POINT OF BEGINNING.

EXISTING DEED CHERIE MAJOR TRUST (WD 11550029)

COMMENCING AT A POINT 1070 FEET NORTH AND 2622 FEET EAST AND NORTH 69°00' EAST 533.1 FEET AND SOUTH 21° EAST 110 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 21° EAST 6.68 FEET; THENCE SOUTH 69° WEST 106.1 FEET; THENCE SOUTH 21° EAST 116.68 FEET; THENCE NORTH 69° EAST 106.1 FEET, THENCE SOUTH 21° EAST 44.93 FEET MORE OR LESS, TO THE NORTH LINE OF KENTUCKY AVENUE, THENCE NORTHEASTERLY ALONG SAID NORTH LINE TO A POINT WHICH IS NORTH 69° EAST 83.7 FEET AND SOUTH 21° EAST 138.46 FEET, MORE OR LESS, FROM THE POINT OF BEGINNING, THENCE NORTH 21° WEST 138.46 FEET, MORE OR LESS, THENCE SOUTH 69° WEST 83.7 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THAT PORTION DEEDED TO JENNIFER HOLLAND IN THAT CERTAIN WARRANTY DEED RECORDED APRIL 2, 2008 AS ENTRY NO. 10389521 IN BOOK 9589 AT PAGE 8347 OF THE OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH RECORD TITLE BOUNDARY OF GRANTORS LAND, SAID POINT BEING NORTH 1070 FEET AND EAST 2622 FEET AND NORTH 69°00' EAST 533.1 FEET AND SOUTH 21°00' EAST 110 FEET AND NORTH 69°00' EAST 22.08 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 69°00' EAST 73.40 FEET ALONG THE NORTHERLY RECORD TITLE LINE OF THE GRANTORS PROPERTY TO THE WESTERLY LINE OF 2770 EAST STREET; THENCE ALONG SAID WESTERLY LINE SOUTH 21°00' EAST 53.64 FEET; THENCE SOUTH 69°00' WEST 73.40 FEET; THENCE NORTH 21°00' WEST 53.64 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THAT PORTION DEEDED TO ADAM D. MARBERGER AND HEIDI M. MARBERGER, IN THAT CERTAIN WARRANTY DEED RECORDED APRIL 15, 2008 AS ENTRY NO. 10400751 IN BOOK 9594 AT PAGE 8047 OF THE OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RECORD TITLE BOUNDARY OF GRANTORS LAND, SAID POINT BEING NORTH 1070 FEET AND EAST 2622 FEET AND NORTH 69°00' EAST 533.1 FEET AND SOUTH 21°00' EAST 110 FEET AND NORTH 69°00' EAST 22.08 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 21°00' EAST 53.64 FEET; THENCE SOUTH 33°04' WEST 31.47 FEET; THENCE SOUTH 69°00' WEST 80.00 FEET TO A FENCE; THENCE NORTH 19°38'25" WEST ALONG SAID FENCE 65.44 FEET TO THE NORTHERLY RECORD TITLE BOUNDARY OF THE BARRELL PROPERTY; THENCE NORTH 69°00' EAST ALONG SAID NORTHERLY BOUNDARY 81.84 FEET; THENCE NORTH 21°00' WEST 6.68 FEET; THENCE NORTH 69°00' EAST 22.08 FEET TO THE POINT OF BEGINNING, ALSO DESCRIBED AS:

BEGINNING NORTH 1070 FEET AND EAST 2622 FEET AND NORTH 69° EAST 533.1 FEET AND SOUTH 21° EAST 116.68 FEET AND SOUTH 69° WEST 81.84 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 19°38'25" EAST 65.44 FEET; THENCE NORTH 69° EAST 80 FEET; THENCE NORTH

33°04' EAST 31.47 FEET; THENCE NORTH 69° EAST 61.62 FEET; THENCE SOUTH 21° EAST 84.82 FEET, MORE OR LESS TO THE NORTH LINE OF KENTUCKY AVENUE, THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT OF A POINT WHICH IS SOUTH 69° WEST 24.26 FEET AND SOUTH 21° EAST 116.68 FEET AND NORTH 69° EAST 106.10 FEET AND SOUTH 21° EAST 44.93 FEET MORE OR LESS FROM THE POINT OF BEGINNING; THENCE NORTH 21° WEST 44.93 FEET; THENCE SOUTH 69° WEST 106.10 FEET; THENCE NORTH 21° WEST 116.68 FEET; THENCE NORTH 69° EAST 24.26 FEET TO BEGINNING.



EXHIBIT B (RESULTING MARBERGER PARCEL)

A PARCEL OF LAND BEING A PART OF A PARCEL OF LAND LOCATED IN HOLLADAY CITY, SALT LAKE COUNTY UTAH, BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SPRING CREEK ROAD; SAID POINT BEING N 0°46'26" E 1050.45 FEET, AND N 90°00'00" E 2639.06 FEET, AND N 69°00'00" E 533.10 FEET, FROM FOUND SOUTH 1/4 OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING BEING N 0°46'26" E 2631.77 FEET BETWEEN FOUND SOUTH 1/4 AND FOUND CENTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN); RUNNING THENCE S 21°00'00" E 116.68 FEET, TO A POINT ON AN EXISTING FENCE; THENCE S 20°20'03" E ALONG SAID FENCE 30.18 FEET, TO THE INTERSECTION OF A THREE WAY FENCE; THENCE WESTERLY ALONG FENCE THE FOLLOWING TWO COURSES: 1) S 32°39'20" W 31.71 FEET, AND 2) S 69°30'44" W 80.21 FEET, TO AN EXISTING FENCE ALONG WEST LINE OF SAID PARCEL; THENCE N 21°00'00" W 164.93 FEET, TO THE NORTH LINE OF SAID SPRING CREEK; THENCE N 69°00'00" E ALONG SAID NORTH LINE 106.10 FEET, TO THE POINT OF BEGINNING.

SUBJECT TO A RIGHT OF WAY OVER THE NORTH 25.00 FEET OF THE ABOVE DESCRIBED PROPERTY.

CONTAINS 17,295 SF OR 0.40 AC, MORE OR LESS



PROJECT NO. FF25071
(PARCEL NO. 22-02-351-006 & 22-02-351-018)



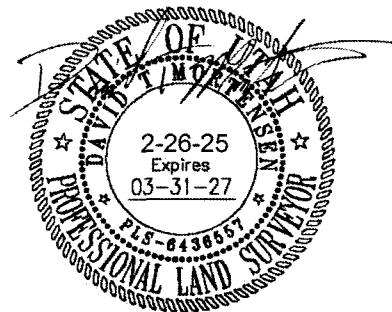
**EXHIBIT C
(RESULTING HOLLAND PARCEL)**

A PARCEL OF LAND BEING A PART OF A PARCEL OF LAND LOCATED IN HOLLADAY CITY, SALT LAKE COUNTY UTAH, BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SPRING CREEK ROAD; SAID POINT BEING N 0°46'26" E 1050.45 FEET, AND N 90°00'00" E 2639.06 FEET, AND N 69°00'00" E 533.10 FEET, FROM FOUND SOUTH 1/4 OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING BEING N 0°46'26" E 2631.77 FEET BETWEEN FOUND SOUTH 1/4 AND FOUND CENTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN); RUNNING THENCE N 69°00'00" E 114.20 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF 2770 EAST (ON PLAT CALLED 2790 EAST) AS SHOWN ON EXTENSION OF 2790 EAST FROM 4590 SO. TO KENTUCKY AVE., RECORDED FEBRUARY 8, 1966 AS ENTRY NO. 2141609 IN BOOK DD, AT PAGE 76, OFFICIAL RECORDS; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES; 1) S 21°00'00" E 7.06 FEET, TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, WITH A RADIUS OF 86.96 FEET, 2) SOUTHERLY 45.53 FEET, THROUGH A CENTRAL ANGLE OF 30°00'01", TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 136.96 FEET, 3) SOUTHERLY 71.71 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°00'01", AND 4) S 21°00'00" E 29.00 FEET TO AN EXTENSION OF A FENCE; THENCE S 69°47'18" W ALONG SAID EXTENSION AND ALONG SAID FENCE 84.56 FEET, TO INTERSECTION OF A THREE WAY FENCE; THENCE N 20°20'03" W ALONG A FENCE 30.18 FEET; THENCE N 21°00'00" W 116.68 FEET, TO THE POINT OF BEGINNING.

SUBJECT TO A FIVE (5.00') FEET WIDE PUBLIC UTILITY EASEMENT BEING THE EAST 5.00 FEET OF ABOVE DESCRIBED PARCEL.

CONTAINS 14,179 SF OR 0.33 AC, MORE OR LESS





PROJECT NO. FF25071
(PARCEL NO. 22-02-351-007 & 22-02-351-019)

3160 W. Clubhouse Drive, Ste. A
Lehi, UT 84043
P: (801) 768-7100 | F: (801) 768-7201

1653 S. Dixie Drive, Ste. 150
St. George, UT 84770
P: (435) 936-0100

405 Main Street, Ste. 1000
Salt Lake City, UT 84111
P: (801) 768-7100





EXHIBIT D (RESULTING MAJOR PARCEL)

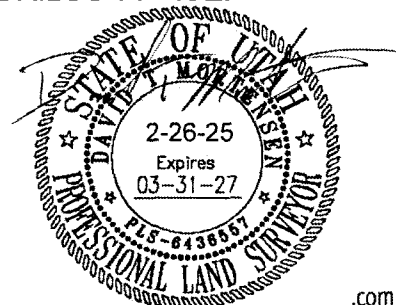
A PARCEL OF LAND BEING A PART OF A PARCEL OF LAND LOCATED IN HOLLADAY CITY, SALT LAKE COUNTY UTAH, BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF A THREE WAY FENCE; SAID POINT BEING N 0°46'26" E 1050.45 FEET, AND N 90°00'00" E 2639.06 FEET, AND N 69°00'00" E 533.10 FEET, AND S 21°00'00" E 116.68 FEET, TO A POINT ON A FENCE, AND S 20°20'03" E ALONG SAID FENCE 30.18 FEET, FROM FOUND SOUTH 1/4 OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING BEING N 0°46'26" E 2631.77 FEET BETWEEN FOUND SOUTH 1/4 AND FOUND CENTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN); RUNNING THENCE N 69°47'18" E ALONG A FENCE 84.56 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF 2770 EAST (ON PLAT CALLED 2790 EAST), AS SHOWN ON EXTENSION OF 2790 EAST FROM 4590 SO. TO KENTUCKY AVE., RECORDED FEBRUARY 8, 1966 AS ENTRY NO. 2141609 IN BOOK DD, AT PAGE 76, OFFICIAL RECORDS; THENCE S 21°00'00" E ALONG SAID WEST RIGHT-OF-WAY LINE 99.39 FEET, TO THE NORTH RIGHT-OF-WAY LINE OF KENTUCKY AVENUE, AS SHOWN ON KENTUCKY AVENUE DEDICATION PLAT, RECORDED MAY 27, 1947 AS ENTRY NO. 1083520, IN BOOK J OF PLATS, AT PAGE 157, OFFICIAL RECORDS, SAID POINT BEING A POINT ON A NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS OF 502.01 FEET AND A RADIAL BEARING OF S 46°19'43" E; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: 1) WESTERLY 79.04 FEET, THROUGH A CENTRAL ANGLE OF 9°01'17", TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 368.40 FEET, AND 2) WESTERLY 18.71 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 2°54'35"; THENCE N 21°00'00" W 63.50 FEET; THENCE S 69°00'00" W 106.10 FEET, TO A FENCE ON THE WEST SIDE OF SAID PARCEL; THENCE N 21°00'00" W 68.43 FEET, TO AN INTERSECTION OF A FENCE; THENCE EASTERLY ALONG SAID FENCE THE FOLLOWING TWO (2) COURSES: 1) N 69°30'44" E 80.21 FEET AND 2) N 32°39'20" E 31.71 FEET, TO THE POINT OF BEGINNING.

SUBJECT TO A FIVE (5.00') FEET WIDE PUBLIC UTILITY EASEMENT BEING THE EAST AND SOUTH 5.00 FEET OF ABOVE DESCRIBED PARCEL.

CONTAINS 17,839 SF OR 0.41 AC, MORE OR LESS

PROJECT NO. FF25071
(PARCEL NO. 22-02-351-020)



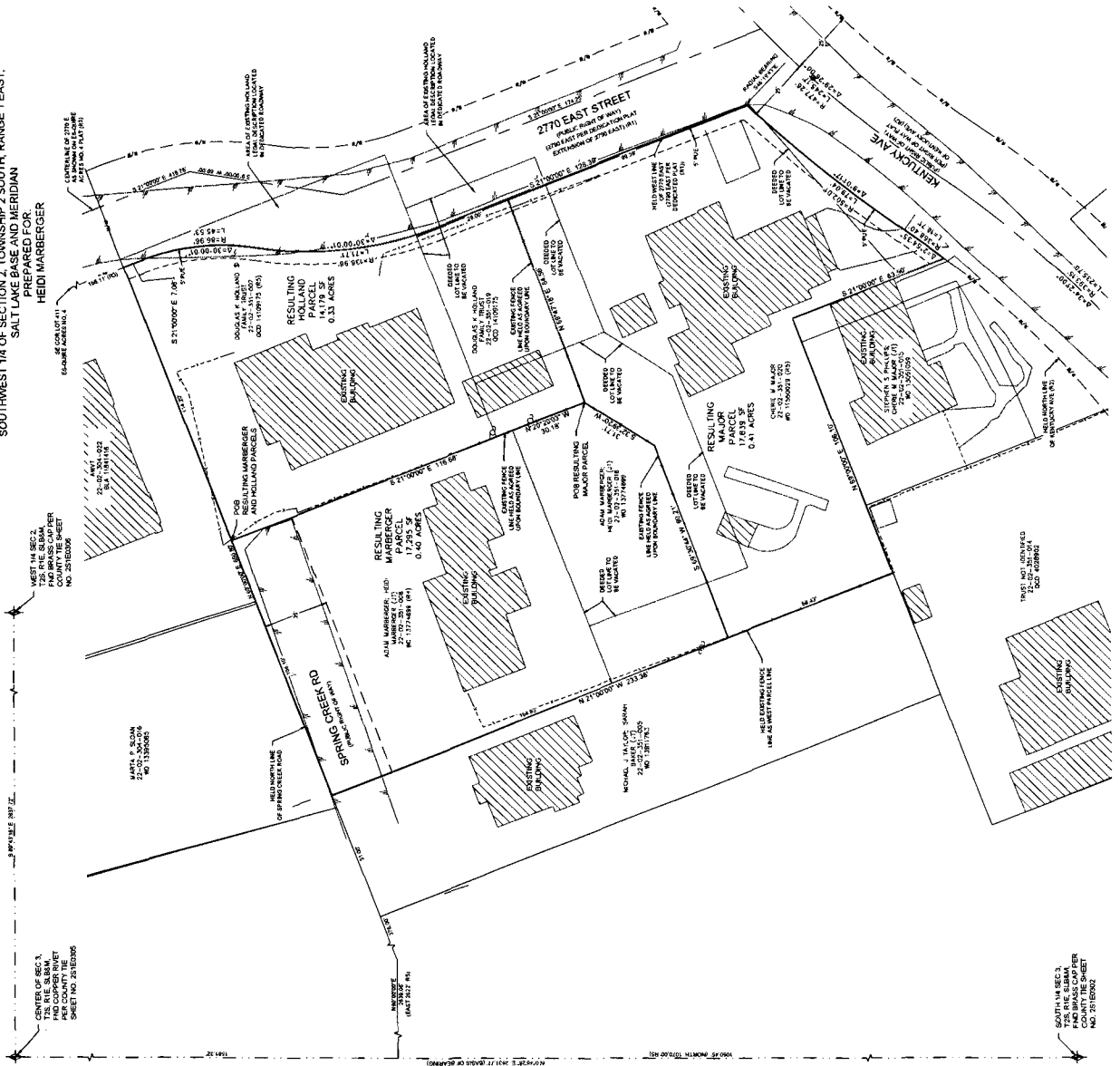
RECORD OF SURVEY PLAT

LOCATED IN
SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN

HEIDI MARRBERGER

WEST 1/4 SEC. 2,
T2S, R1E, S20M
CITY OF SALT LAKE
COUNTY OF KANE
SHEET NO. 25182005

SOUTH 1/4 SEC. 3,
T2S, R1E, S20M
CITY OF SALT LAKE
COUNTY OF KANE
SHEET NO. 25182002



NARRATIVE

THE SURVEY OF THIS PLAT IS IN ADJUSTMENT OF THE SURVEY OF THE SALT LAKE CITY LOT LINE ADJUSTMENT PROCESS CITY CODE 13.04.010. THE SURVEY OF THIS PLAT IS IN ADJUSTMENT OF THE SURVEY OF THE SALT LAKE CITY LOT LINE ADJUSTMENT PROCESS CITY CODE 13.04.010. THE SURVEY OF THIS PLAT IS IN ADJUSTMENT OF THE SURVEY OF THE SALT LAKE CITY LOT LINE ADJUSTMENT PROCESS CITY CODE 13.04.010.

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NOTES

1. THE SURVEY OF THIS PLAT IS IN ADJUSTMENT OF THE SURVEY OF THE SALT LAKE CITY LOT LINE ADJUSTMENT PROCESS CITY CODE 13.04.010. THE SURVEY OF THIS PLAT IS IN ADJUSTMENT OF THE SURVEY OF THE SALT LAKE CITY LOT LINE ADJUSTMENT PROCESS CITY CODE 13.04.010. THE SURVEY OF THIS PLAT IS IN ADJUSTMENT OF THE SURVEY OF THE SALT LAKE CITY LOT LINE ADJUSTMENT PROCESS CITY CODE 13.04.010.

LEGEND

SECTIONAL MONUMENT FROM FOUND TYPE DATE AGENCY AND LOCATION ETC. AS SHOWN ON THE PLAT
 RIGHT OF WAY LINE
 EDGE OF ASPHALT
 EASEMENT CENTERLINE
 LOT CENTERLINE
 LOT LINE
 BOUNDARY LINE
 FENCE LINE



SCALE: 1" = 40'



PLAT NO. 25182005
 DATE 03-25-2019
 CHECKED BY: JEP
 WORK SCALE: 1" = 40'

1
 2

RECORD OF SURVEY PLAT
 LOCATED IN
 SW 1/4 OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 1 EAST,
 SALT LAKE BASE & MERIDIAN



3160 WEST CLUBHOUSE DRIVE
 LEHI, UT 84043
 801.734.7200

