WHEN RECORDED RETURN TO: Attn: Property and Right-of-Way Dominion Energy Utah P.O. Box 45360 Salt Lake City, Utah 84145-0360 BN L:/Tracy Aviary 13804732 10/21/2021 04:43 PM \$0.00 Book - 11257 P9 - 5858-5867 RASHELLE HOBBS RECORDER, SALT LAKE COUNTY, UTAH SL CO REAL ESTATE SUITE S3-110 BY: 66A, DEPUTY - MA 10 P.

Space above for County Recorder's Use Affects Parcel Nos. 15-26-377-002-0000 and 15-26-377-003-0000

BOUNDARY LINE AGREEMENT

- A. Prior to executing this Agreement, Dominion Energy owns that certain parcel of real property (the "**Dominion Property**") located in Salt Lake County, Utah identified as Parcel No. 15-26-377-002-0000 more particularly described in <u>Exhibit A</u>, attached hereto and incorporated by this reference.
- B. Prior to executing this Agreement, Salt Lake County owns that certain parcel of real property (the "Salt Lake County Property") located in Salt Lake County, Utah, identified as Parcel No. 15-26-377-003-0000, more particularly described in Exhibit A.
- C. The Dominion Property and the Salt Lake County Property are contiguous. The Dominion Property and the Salt Lake County Property are sometimes referred to herein singularly as a "Parcel" and collectively as the "Parcels."
- D. The Parties enter into this Agreement for the purpose of effectuating a parcel boundary adjustment among the Parcels in accordance with Utah Code Ann. § 57-1-45 and 10-9a-524 or 17-27a-523 in accordance with the terms of this Agreement.

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

- 1. Accuracy of Recitals. The recitals set forth above are true, correct, and complete in all material respects.
- 2. <u>Boundary Line</u>. Pursuant to Section 57-1-45 of the Utah Code, the Parties hereby covenant and agree that from and after the Effective Date of this Agreement, the boundary lines 4845-3109-9355v2

(the "Boundary Lines") of the Dominion Property shall follow the legal description which is more particularly described on Exhibit B attached hereto and made a part hereof, and the boundary lines of the Salt Lake County Property shall follow the legal description which is more particularly described on Exhibit C attached hereto and made a part hereof.

- 3. Record of Survey Map. The file number of the record of survey map depicting the Boundary Lines that Dominion Energy has prepared and filed with the office of the Salt Lake County surveyor in conjunction with this Agreement is S2021-09-0523 (filed on September 22, 2021) (the "Record of Survey"), a copy of which is attached hereto and incorporated hereby as Exhibit D. To conform the legal descriptions of each of the Parcels to the Boundary Lines, (a) Dominion Energy hereby quitclaims to Salt Lake County any and all of Dominion Energy's right, title and interest in and to the real property lying outside of the Boundary Lines of the Dominion Property as described on Exhibit B and as depicted on the Record of Survey; and (b) Salt Lake County hereby quitclaims to Dominion Energy any and all of Salt Lake County right, title and interest in and to the real property lying outside of the Salt Lake County Property and within the Dominion Property as described on Exhibit C and as depicted on the Record of Survey.
- 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), or in Utah Code Ann. § 10-9a-103(47)(a), and does not create a new lot and thus is not a "subdivision" as set forth in Utah Code Ann. § 17-27a-103(70), and in Utah Code Ann. § 10-9a-103(65).
- 5. <u>Integration; Modification</u>. This Agreement and the Record of Survey contains the entire agreement between the Parties with respect to the matters set forth herein. This Agreement may be modified or amended only with the unanimous written agreement of the Parties, their successors and assigns.
- 6. <u>Duration; Rights Run with the Land; Binding Effect</u>. This Agreement and the Boundary Line established hereby shall be perpetual. Each of the agreements and rights contained in this Agreement shall (a) inure to the benefit of and be binding upon the Parties and their respective successors, successors-in-title, heirs and assigns as to their respective Parcel, or any portion of their respective Parcel, each of whom shall be an intended beneficiary (whether third party or otherwise) of the rights and agreements granted hereunder; (b) shall run with the land; and (c) shall remain in full force and effect and shall be unaffected by any change in the ownership of, or any encumbrance, lien, judgment, easement, lease or other right affecting, the Parcels, or any portion of the Parcels, or any change of use, demolition, reconstruction, expansion or other circumstances.
- 7. <u>Further Action</u>. The Parties shall execute and deliver all documents, provide all information, and take or forebear from taking all action as may be necessary or appropriate to achieve the purpose of this Agreement.
- 8. <u>Interpretation</u>. The paragraph headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Agreement shall include the plural, and the use of the plural in this Agreement shall include the singular, where the context is otherwise appropriate.
- 9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, specifically Utah Code Ann. §§ 57-1-45 and 10-9a-524 if the Parcels are subject to the authority of a municipality or 17-27a-523 if the Parcels are subject to the authority of a county.

- 10. 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 provisions herein contained. If such condition, covenant or other provisions shall be deemed invalid due to its scope or breadth, such condition, covenant or other provision shall be deemed valid to the extent of the scope and breadth permitted by law.
- 11. <u>Authority</u>. Each signatory to this agreement represents and warrants that he or she has the requisite authority to execute this agreement and bind his or her respective Party. Further the execution, delivery, and performance of this 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. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered shall be deemed an original, but all of which shall together constitute one and the same instrument. This Agreement may be delivered by electronic mail.

[Signatures and Acknowledgements on Following Pages]

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

lotary Public State of Utah Hy Commission Expires on: April 25, 2023 Comm. Number: 704985

STATE OF UTAH)			
	: ss.			
COUNTY OF SALT LAKE)	.,		
The foregoing instrument was acknowledged before me this big day of 0 Gober				
	talt	, in such person's capacity as the Authorized		
		NY dba DOMINION ENERGY UTAH.		
Sr. vp (General Manager,)	watern D	isty bution		

QUESTAR GAS COMPANY, DBA **DOMINION ENERGY UTAH**

By: Crain C. Wagstaff

Its: Sr. VP & General Manager

Western Distribution

salt LAKE COUNTY

by:

Mayor or Designee

LISA O'BRYAN

STATE OF UTAH)	My Commission Expires on: February 24, 2024 Comm. Number: 710750	
COUNTY OF SALT LAKE)		
On the 19 day of Oction of Salt Lake County, and that foreg by authority of law.	duly sworn, did say oing instrument was	2021, personally appeared before that (s)he is the	Muhak nty, yak

EXHIBIT A TO BOUNDARY LINE AGREEMENT

(Legal Description of Parcels Before Execution of this Agreement)

Dominion Property:

Parcel 15-26-377-002-0000

An entire tract of land described in that Warranty Deed recorded May 27, 2015 as Entry No. 12058574 in Book 10328, at Page 517 in the office of the Salt Lake County Recorder. Said parcel of land is located in the Southwest Quarter of Section 26, Township 1 South, Range 1 West, Salt Lake Base and Meridian and is described as follows:

Commencing 25.3 rods North and 568.2 feet West from the Southeast corner of Lot 9, Block 3, Ten Acre Plat "B", Big Field Survey and running thence West 79.59 feet; thence South 214 feet; thence East 79.59 feet; thence North 214 feet to the point of beginning.

EXCEPTING THEREFROM the following described portion conveyed to the State Road Commission of Utah, by that certain Warranty Deed recorded September 25, 1972 as Entry No. 2487026 in Book 3161 at Page 275 of official records, to-wit:

Beginning on the Southerly right of way line of an existing 33rd South Street at the Northeast corner of said entire tract, which point is 588.2 feet West from the Northeast corner of said Lot 9; thence South 7 feet, more or less, along the East boundary line of said entire tract to a point 60.0 feet perpendicularly distant Southerly from the center line of said project approximately opposite Engineer Station 93+25; thence North 89° 41' West 80 feet, more or less, to the West boundary line of said entire tract; thence North 7 feet, more or less, along said West boundary line to said Southerly right of way line; thence Easterly 80 feet, more or less, along said Southerly right of way line to the point of beginning, as shown on the official map of said project on file in the office of the State Road Commission of Utah.

Salt Lake County Property:

Parcel 15-26-377-003-0000

An entire tract of land described in that Warranty Deed recorded September 24, 1974 as Entry No. 2653481 in Book 3687, at Page 334 in the office of the Salt Lake County Recorder. Said parcel of land is located in the Southwest Quarter of Section 26, Township 1 South, Range 1 West, Salt Lake Base and Meridian and is described as follows:

Commencing 203.45 feet North and 568.2 feet West from the Southeast corner of Lot 9, Block 3, Ten Acre Plat "B", Big Field Survey, and running thence West 79.59 feet; thence South 191.4 feet; thence West 24.09 feet; thence South 12° 32' East 131.17 feet; thence East 75.47 feet; thence North 0° 2' 44" West 319.44 feet to the point of beginning.

EXHIBIT B TO BOUNDARY LINE AGREEMENT

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

Dominion Property:

Parcel 15-26-377-002-0000

A PARCEL OF LAND BEING A PART OF AN ENTIRE TRACT DESCRIBED IN THAT WARRANTY DEED RECORDED MAY 27, 2015 AS ENTRY NO. 12058574 IN BOOK 10328, AT PAGE 517 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER. SAID ENTIRE TRACT IS SHOWN ON THAT RECORD OF SURVEY FILED AS \$2016-02-0234 IN THE OFFICE OF THE SALT LAKE COUNTY SURVEYOR, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND SAID PARCEL IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE STREET MONUMENT LOCATED AT THE INTERSECTION OF 3300 SOUTH STREET AND 1100 WEST STREET, THENCE SOUTH 88° 49' 21" EAST 124.72 FEET ALONG THE STREET MONUMENT LINE, THENCE SOUTH 01° 10' 39" WEST 58.44 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89° 32' 32" EAST (RECORD = EAST) 79.59 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF 3300 SOUTH STREET; THENCE SOUTH 00° 27' 28" WEST (RECORD = SOUTH) 110.21 FEET ALONG THE EASTERLY BOUNDARY OF SAID ENTIRE TRACT; THENCE NORTH 89° 32' 32" WEST (RECORD = WEST) 79.59 FEET; THENCE NORTH 00° 27' 28" EAST (RECORD = NORTH) 110.21 FEET ALONG THE WESTERLY BOUNDARY OF SAID ENTIRE TRACT TO THE POINT OF BEGINNING.

CONTAINS 8,772 SQUARE FEET OR 0.201 ACRES.

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EXHIBIT C TO BOUNDARY LINE AGREEMENT

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

Salt Lake County Property:

Parcel 15-26-377-003-0000

A PARCEL OF LAND BEING A PART OF AN ENTIRE TRACT DESCRIBED IN THAT WARRANTY DEED RECORDED MAY 27, 2015 AS ENTRY NO. 12058574 IN BOOK 10328, AT PAGE 517 AND ALSO SHOWN ON THAT RECORD OF SURVEY FILED AS S2016-02-0234 IN THE OFFICE OF THE SALT LAKE COUNTY SURVEYOR (HEREAFTER REFERRED TO AS "TRACT 1") AND ALL OF AN ENTIRE TRACT DESCRIBED IN THAT WARRANTY DEED RECORDED SEPTEMBER 24, 1974 AS ENTRY NO. 2653481 IN BOOK 3687, AT PAGE 334 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER AND ALSO SHOWN ON THAT RECORD OF SURVEY FILED AS S2019-06-0339 IN THE OFFICE OF THE SALT LAKE COUNTY SURVEYOR (HEREAFTER REFERRED TO AS "TRACT 2"), LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP I SOUTH, RANGE I WEST, SALT LAKE BASE AND MERIDIAN AND IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE STREET MONUMENT LOCATED AT THE INTERSECTION OF 3300 SOUTH STREET AND 1000 WEST STREET, THENCE SOUTH 00° 03' 50" WEST 156.07 FEET ALONG THE STREET MONUMENT LINE, THENCE WEST 564.80 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID TRACT 1, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00° 27' 28" WEST (RECORD = SOUTH) 416.23 FEET ALONG THE EASTERLY BOUNDARY OF SAID TRACT I AND AN EXTENSION THEREOF TO THE SOUTHEAST CORNER OF SAID TRACT 2; THENCE NORTH 89° 32' 32" WEST 93.40 FEET (RECORD = WEST 75.47 FEET) ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT 2 TO THE EASTERLY TOP BANK OF THE JORDAN RIVER; THENCE ALONG SAID EASTERLY TOP BANK THE FOLLOWING 2 COURSES:

- 1. NORTH 04° 51' 20" WEST 70.30 FEET;
- 2. NORTH 24° 39' 42" WEST 64.11 FEET;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID TRACT 2 AND SAID TRACT 1 THE FOLLOWING 2 COURSES:

- 1. SOUTH 89° 32' 32" EAST 47.54 FEET (RECORD = EAST 24.47 FEET);
- 2. NORTH 00° 27' 28" EAST (RECORD = NORTH) 288.19 FEET:

THENCE SOUTH 89° 32' 32" EAST 79.59 FEET TO THE POINT OF BEGINNING.

CONTAINS 36,329 SQUARE FEET OR 0.834 ACRES.

EXHIBIT D TO BOUNDARY LINE AGREEMENT

(Record of Survey)

