

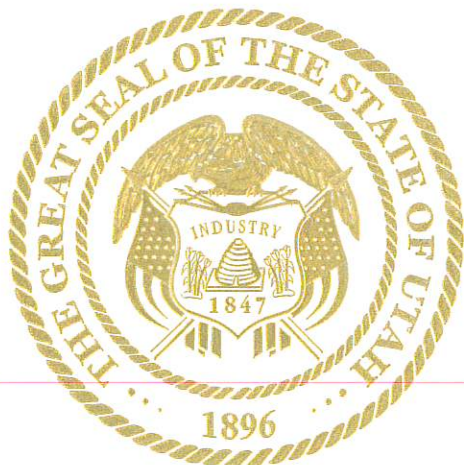


OFFICE OF THE LIEUTENANT GOVERNOR  
CERTIFICATE OF ANNEXATION

I, SPENCER J. COX, LIEUTENANT GOVERNOR OF THE STATE OF UTAH,  
HEREBY CERTIFY THAT there has been filed in my office a notice of annexation from  
SALT LAKE CITY, dated October 28, 2020, complying with Section 10-2-425, Utah  
Code Annotated, 1953, as amended.

NOW, THEREFORE, notice is hereby given to all whom it may concern that the  
attached is a true and correct copy of the notice of annexation, referred to above, on file  
with the Office of the Lieutenant Governor pertaining to SALT LAKE CITY, located in  
Salt Lake County, State of Utah.

IN TESTIMONY WHEREOF, I have  
hereunto set my hand, and affixed the Great  
Seal of the State of Utah this 6<sup>th</sup> day of  
November 2020 at Salt Lake City, Utah.



A handwritten signature in black ink, appearing to read "Spencer J. Cox".

SPENCER J. COX  
Lieutenant Governor



October 28, 2020

**NOTICE OF IMPENDING BOUNDARY ACTION**  
**(ANNEXATION INTO SALT LAKE CITY)**

Lieutenant Governor Spencer J. Cox  
350 North State Street, Suite 220  
P.O. Box 142325  
Salt Lake City, Utah 84114-2325

Dear Lieutenant Governor Cox,

Please be advised in accordance with Utah Code Sections 10-2-425 and 67-1a-6.5, Salt Lake City Corporation is hereby providing you notice of an impending boundary action affecting Salt Lake City's boundaries. Specifically, the corporate limits of Salt Lake City are being modified to annex a portion of unincorporated Salt Lake County near the mouth of Parley's Canyon.

This action is not occurring in the ordinary course of the annexation process. The annexation at issue was the subject of litigation in the early 2000's after Salt Lake City initially denied an annexation petition submitted by the Romney Lumber Company and Robert and Honora Carson. The parties settled the litigation in 2005 wherein Salt Lake City Corporation agreed to annex approximately 405 acres upon certain conditions being met. The Salt Lake City Council adopted Ordinance 24 of 2006, which approved the proposed annexation, subject to certain conditions being met. The city council subsequently approved several extensions of time for said conditions to be met (Resolution numbers: 24 of 2008, 22 of 2010, and 15 of 2015).

The bulk of the property being annexed was sold by the Romney Lumber Company and Robert and Honora Carson to Parley's Pointe Development, LLC in 2018. Parley's Pointe Development, LLC has satisfied the conditions initially imposed on its predecessors by the Salt Lake City Council in 2006. Accordingly, Salt Lake City Corporation published Ordinance 24 of 2006 on October 28, 2020.

Pursuant to Utah Code Sections 10-2-425 and 67-1a.6.5, on behalf of the approving authority for Salt Lake City, I have provided herewith a copy of Ordinance 24 of 2006, the notice of publication of Ordinance 24 of 2006, and a copy of the approved final local entity plat. Given the litigation background that led to the settlement agreement, I have also included a copy of the 2005 settlement agreement as well as the several amendments to that agreement in one compilation.

I have been provided information that Parley's Pointe Development, LLC is eager to have the annexation effective January 1, 2021. Thus, if there is a possibility to issue the certificate of annexation on or before October 31, 2020 it would be appreciated.

Thank you,

A handwritten signature in blue ink, appearing to read "Chris Wharton".

Chris Wharton, Chair  
Salt Lake City Council

PN/clt

CC:

Salt Lake City Council Members  
Salt Lake City Mayor Mendenhall  
Katherine Lewis, City Attorney  
Paul Nielson, Senior City Attorney  
Cindy Lou Trishman, City Recorder

CHRIS WHARTON | DISTRICT 3 | COUNCIL CHAIR || ANDREW JOHNSTON | DISTRICT 2  
| COUNCIL VICE CHAIR || JAMES ROGERS | DISTRICT 1 || ANA VALDEMOROS |  
DISTRICT 4 || DARIN MANO | DISTRICT 5 || DAN DUGAN | DISTRICT 6 || AMY FOWLER |  
DISTRICT 7

OFFICE OF THE CITY COUNCIL  
451 SOUTH STATE STREET, ROOM 304  
PO BOX 145476, SALT LAKE CITY UT 84114-5476

WWW.SLCCOUNCIL.COM  
TEL 801-535-7600 FAX 801-535-7651  
EMAIL: COUNCIL.COMMENTS@SLCGOV.COM

SALT LAKE CITY ORDINANCE

No. 24 of 2006

(Annexing the Property Included within the Parley's Pointe  
Annexation Petition, Amending the Applicable Master Plans,  
and Rezoning the Area upon its Annexation into the City)

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF SALT LAKE CITY  
TO INCLUDE APPROXIMATELY 405.59 ACRES OF UNINCORPORATED TERRITORY  
INCLUDED WITHIN THE PARLEY'S POINTE ANNEXATION PETITION, LOCATED IN  
THE VICINITY OF 2982 EAST BENCHMARK DRIVE (EAST OF APPROXIMATELY 3000  
EAST AND FROM APPROXIMATELY 2100 SOUTH TO 2600 SOUTH), PURSUANT TO  
PETITION NO. 400-05-41, AMENDING THE EAST BENCH COMMUNITY MASTER  
PLAN, THE ARCADIA HEIGHTS, BENCHMARK AND H-ROCK SMALL AREA MASTER  
PLAN, AND AMENDING THE SALT LAKE CITY ZONING MAP TO ZONE AND  
DESIGNATE THIS AREA AS FOOTHILL RESIDENTIAL (FR-2), OPEN SPACE (OS) AND  
NATURAL OPEN SPACE (NOS) UPON ITS ANNEXATION INTO THE CITY.

WHEREAS, Salt Lake City has received Petition No. 400-05-41 (the "Petition"), Parley's  
Pointe Annexation, filed by the Romney Lumber Company and Robert and Honora Carson  
requesting the annexation of approximately 405.59 acres of unincorporated territory in Salt Lake  
County, which would extend the existing corporate limits of Salt Lake City; and

WHEREAS, the Petition is signed by the owners of a majority of the real property and the  
owners of more than one-third in value of all real property within the territory to be annexed as  
shown by the last assessment roles of Salt Lake County; and

WHEREAS, the Petitioner has submitted to the City a plat for the territory proposed for  
the annexation; and



WHEREAS, the territory described in the Petition lies contiguous to the corporate limits of Salt Lake City and within an area projected for Salt Lake's municipal expansion, and otherwise satisfies the standards and the criteria applicable to annexations; and

WHEREAS, Salt Lake City and the Petitioner have executed a Settlement and Annexation Agreement, dated October 24, 2005, which addresses the annexation and future development of this property; and

WHEREAS, no objection or protest to such annexation has been filed with the Salt Lake County Boundary Commission; and

WHEREAS, after properly advertised and noticed public hearings before the Salt Lake City Planning Commission and the Salt Lake City Council, the City Council has determined that this annexation is in the best interest of the City;

NOW, THEREFORE, be it ordained by the City Council of Salt Lake City, Utah:

SECTION 1. Annexation. The Salt Lake City limits are hereby enlarged and extended so as to include the properties identified within the Parley's Pointe Annexation Petition, containing approximately 405.59 acres of unincorporated territory in Salt Lake County, State of Utah. Said properties are more particularly described as set forth on Exhibit A attached hereto.

SECTION 2. Amendment of Applicable Master Plans. The East Bench Community Master Plan and the Arcadia Heights, Benchmark and H-Rock Small Area Master Plan, which were previously adopted by the City Council, shall be and hereby are amended to allow limited, very low density, single family residential development in the area consisting of not more than 15 new lots all but one of which shall be located on a private street extending off the current

terminus of Benchmark Drive, and not more than 4 new lots located on a public cul-de-sac extending from the current terminus of Scenic Drive.

SECTION 3. Zoning. Portions of the property annexed, as more particularly described on Exhibit B(1), B(2) and B(3) attached hereto, shall be and hereby are designated and zoned as Natural Open Space (NOS). Portions of the property annexed, as more particularly described on Exhibit B(4), B(5), and B(6) attached hereto, shall be and hereby are designated and zoned Foothill Residential (FR-2). Portions of the property annexed, more particularly described on Exhibit C attached hereto, shall be and hereby are designated and zoned Open Space (OS). Zoning for portions of the property annexed, more particularly described on Exhibit D attached hereto, has been deferred for final decision to a future date. The Salt Lake City Zoning Map, as previously adopted by the Salt Lake City Council, shall be and hereby is amended consistent with this Ordinance.

SECTION 4. General Jurisdiction. All ordinances, jurisdictions, rules and obligations of, or pertaining to, Salt Lake City are hereby extended over, and made applicable and pertinent to the above annexed property; and the property shall hereafter be controlled and governed by the ordinances, rules, and regulations of Salt Lake City.

SECTION 5. Filings and Notices. Upon the effective date of this Ordinance, the City Recorder of Salt Lake City is hereby directed to file with the Salt Lake County Recorder, after approval by the City Engineer, a copy of the annexation plat duly certified and acknowledged together with a copy of this ordinance. The City Recorder is further directed to provide notice to the State Tax Commission under the provisions of Utah Code Annotated section 11-12-1, as amended.

SECTION 6. Compliance with Settlement and Annexation Agreement. The effectiveness of this Ordinance shall be and hereby is expressly conditioned upon fulfillment of all of the applicable procedures, terms and conditions set forth in the Settlement and Annexation Agreement, dated October 24, 2005, a copy of which is on file with the Salt Lake City Recorder, including, but not limited to, the following items:

(a) Approval by Salt Lake County of the Phase I Subdivision, consisting of not more than 15 lots located off Benchmark Drive; and

(b) Construction of the public and private portions of the Phase I roadway and corresponding utility lines, or obtaining and filing a bond with Salt Lake City, in an amount and form reasonably acceptable to the City, for the roadway and corresponding utility lines.

Upon satisfaction of all of the applicable procedures, terms, and conditions set forth in the Settlement and Annexation Agreement, this Ordinance shall become effective without the need for any further approval from the Salt Lake City Council.

SECTION 7. Effective Date. This Ordinance shall not become effective until the terms and conditions set forth herein, as well as those terms and conditions set forth in the Settlement and Annexation Agreement, have been satisfied, as certified by the Director of the Salt Lake City Community Development Department and the Director of the Salt Lake City Public Utilities Department. The City Recorder is instructed not to record or publish this Ordinance until the above-mentioned certifications have been received.

SECTION 8. TIME. If the conditions set forth above have not been satisfied within two years following the date of this Ordinance, this Ordinance shall become null and void. The City

Council may, by resolution, for good cause shown, extend the time period for satisfying the conditions set forth herein.

Passed and adopted by the City Council of Salt Lake City, Utah this 2nd day of May, 2006.


  
CHAIRPERSON

ATTEST:

  
CHIEF DEPUTY CITY RECORDER

Transmitted to Mayor on 5/10/06 Deputy.

Mayor's Action: X Approved.        Vetoed.

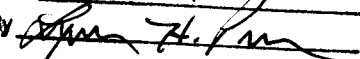
  
Acting MAYOR

  
CHIEF DEPUTY CITY RECORDER

(SEAL)

Bill No. 24 of 2006.  
Published:       



APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date 5-4-06  
By 

**Exhibit "A"**  
**Annexation Boundary**

**Annexation Boundary Description:**

Beginning at a point S89°41'10"E 130.00 along the North Section Line from the North Quarter Corner of Section 23, Township 1 South, Range 1 East, Salt Lake Base and Meridian; and running thence S89°41'10"E 597.28 feet along said North Section Line; thence S89°41'00"E 1918.94 feet to the Northwest Corner of Section 24, Township 1 South, Range 1 East, Salt Lake Base and Meridian; thence S00°03'00"W 1316.37 feet along the West Line to the Northwest Corner of the Southwest Quarter of the Northwest Quarter of said Section 24; thence East 1326.43 feet to the Northeast Corner of the Southwest Quarter of the Northwest Quarter of said Section 24; thence S00°02'12"W 392.81 feet along the East Line of the West Half of said Section 24 to the Northwestern Line of the Gwennie Lode Mining No. 5048 Claim; thence S50°14'00"W 318.10 feet along said claim; thence S39°46'00"E 382.30 feet along said claim to said East Line; thence S00°02'12"W 2736.20 feet to the Northerly Right-of-Way Line of Interstate 80; thence the following eleven courses along said Northerly Right-of-Way Line: S85°53'00"W 446.28 feet; thence S86°31'00"W 108.50 feet; thence S85°44'00"W 109.02 feet; thence S76°18'00"W 176.62 feet; thence S72°59'00"W 146.72 feet; thence 67°44'00"W 403.96 feet; thence Westerly 687.13 feet along the arc a 824.93 feet radius curve to the right, cord bears N88°24'15"W 687.13 feet; thence N64°32'30"W 1300.21 feet; thence N63°45'00"W 291.05 feet; thence N58°38'00"W 200.00 feet; thence N53°49'00"W 432.00 feet to the East Line of the Southwest Quarter; thence North 3483.18 feet along said East Line to Northeast Corner of Lot 609 of Arcadia Heights Plat F Subdivision, recorded as Entry No. 1840440 in Book Y at Page 39 in the Office of the Salt Lake County Recorder; thence the following three courses along the Easterly Boundary Line of said Arcadia Heights Plat F: N34°00'00"E 286.49 feet; thence N07°30'00"E 110.17 feet; thence N07°20'40"W 348.76 feet to the point of beginning, Contains 405.598 Acres.

Excepting therefrom:

Any part of the above described property lying within the Right-of-Way Limits of the Interstate 80.

SC  
5/4/06



**Exhibit "B"**  
**Romney/Carson Property**

**Parcels 16-23-226-004-4001 and 16-23-226-004-4002 owned by Romney/Carson:**

The Romney/Carson property will be divided into separate parcels when the final plat of the proposed subdivision is recorded by the County. The legal descriptions for each of the recommended zones for the Romney/Carson property are identified below:

**1) Perpetual Open Space, Parcel "A" as identified in the Settlement Agreement:**

Zoning: NOS

**Parcel Description:**

Beginning at a point which is S89°41'00"E 727.28 feet along the North Section Line from the North Quarter Corner of Section 23, Township 1 South, Range 1 East, Salt Lake Base and Meridian and running thence S89°41'00"E 1918.93 feet along said North Line to the Northwest Corner of Section 24, Township 1 South, Range 1 East, Salt Lake Base and Meridian; thence S00°03'00"W 1316.24 feet along the West Line to the Northwest Corner of the Southwest Quarter of the Northwest Quarter of said Section 24; thence East 1326.43 feet to the Northeast Corner of the Southwest Quarter of the Northwest Quarter of said Section 24; thence S00°02'12"W 392.81 feet along the East Line of the West Half of said Section 24 to the Northwesternly Line of the Gwennie Lode Mining No. 5048 Claim; thence S50°14'00"W 318.10 feet along said claim; thence S39°46'00"E 382.30 feet along said claim to said East Line; thence S00°02'12"W 2736.20 feet along said East Line to the Northerly Right-of-Way Line of Interstate Highway 80; thence the following six courses along said Northerly Right-of-Way Line: S85°53'00"W 446.28 feet; thence S86°31'00"W 108.50 feet; thence S85°44'00"W 109.02 feet; thence S76°18'00"W 176.62 feet; thence S72°59'00"W 146.72 feet; thence S67°44'00"W 381.82 feet to the East Line of said Section 23; thence N00°03'00"E 2593.48 feet along said East Line to the East Quarter Corner of said Section 23; thence West 1322.12 feet to the West Line of the East Half of the Southeast Quarter of said Section 23; thence S00°01'30"W 995.43 feet; thence N45°28'41"W 258.83 feet; thence N57°08'44"W 256.20 feet; thence N89°17'51"W 363.54 feet; thence N48°37'21"W 102.28 feet; thence N24°52'02"W 191.04 feet; thence North 231.04 feet; thence N09°04'08"W 256.87 feet; thence N11°59'24"E 398.95 feet; thence N52°25'01"W 153.19 feet; thence N53°41'29"W 113.67 feet; thence N36°18'31"E 85.64 feet; thence N52°58'57"W 352.64 feet to the Easterly Boundary Line of Benchmark Subdivision, recorded as Entry No. 3379920 in Book 79-12 at Page 365 in the Office of the Salt Lake County Recorder; thence North 969.96 feet along said Easterly Boundary Line and the Easterly Boundary Line of Arcadia Heights Plat F Subdivision, recorded as Entry No. 1840440 in Book Y at Page 39 in the Office of the Salt Lake County Recorder to the Northeast Corner of Lot 610 of said Arcadia Heights Plat F Subdivision; thence East 193.35 feet; thence N12°30'00"W 220.80 feet; thence N07°30'00"E 222.34 feet; thence S89°41'10"E 421.15 feet; thence N00°18'50"E 101.59 feet; thence S89°41'10"E 70.16 feet; thence N00°18'50"E 85.23 feet; thence N89°41'10"W 11.46 feet; thence N00°18'50"E 85.23 feet; thence S89°41'10"E 70.97 feet; thence N00°18'50"E 73.46 feet to the point of beginning.

Contains 273.63 Acres

**2) Perpetual Open Space, Parcel "B" as identified in the Settlement Agreement:**

Zoning: NOS

**Boundary Description:**

Beginning at a point which is South 3797.25 feet along Section Line and East 642.46 feet from the North Quarter Corner of Section 23, Township 1 South, Range 1 East, Salt Lake Base and Meridian; and running thence N54°37'14"E 343.39 feet; thence Southeasterly 46.26 feet along the arc a 368.00 foot radius curve to the right, chord bears S49°16'30"E 46.23 feet; thence S46°13'51"W 106.10 feet; thence S08°36'36"E 164.32 feet; thence N57°49'39"E 118.56 feet; thence South 288.71 feet; thence S89°58'30"E 315.81 feet to the West Line of the East Half of the Southeast Quarter of said Section 23; thence S00°01'30"W 18.91 feet; thence N89°58'30"W 382.62 feet; thence N43°34'31"W 430.20 feet; to the point of beginning.

Contains 93959 square feet or 2.157 acres.

**3) Perpetual Open Space, Parcel "C" as identified in the Settlement Agreement:**

Zoning: NOS

**Boundary Description:**

Beginning at a point which is South 3757.84 feet along Section Line and East 591.69 feet from the North Quarter Corner of Section 23, Township 1 South, Range 1 East, Salt Lake Base and Meridian; and running thence S52°10'55"E 64.27 feet; thence S43°34'31"E 430.20 feet; thence S89°58'30"E 382.62 feet to the West Line of the East Half of the Southeast Quarter of said Section 23; thence S00°01'30"W 812.66 feet to the Northerly Right-of-Way Line of Interstate 80; thence the following four courses along said Northerly Right-of-Way Line: (1) N64°32'30"W 598.93 feet; (2) thence N63°45'00"W 291.05 feet; (3) thence N58°38'00"W 200.00 feet; (4) thence N53°49'00"W 268.20 feet; thence N41°43'24"E 690.39 feet to the point of beginning.

Contains 16.55 Acres

**4) Proposed Subdivision, Phase I, lots 1-13 as identified in the Settlement Agreement:**

Zoning: FR-2

**Boundary Description:**

Beginning at a point which is South 1752.48 feet along Section Line from the North Quarter Corner of Section 23, Township 1 South, Range 1 East, Salt Lake Base and Meridian; and running thence S52°58'57"E 352.64 feet; thence S36°18'31"W 85.64 feet; thence S53°41'29"E 113.67 feet; thence S52°25'01"E 153.19 feet; thence S11°59'24"W 398.95 feet; thence S09°04'08"E 256.87 feet; thence South 231.04 feet; thence S24°52'02"E 191.04 feet; thence S48°37'21"E 102.28 feet; thence S89°17'51"E 363.54 feet; thence S57°08'44"E 256.20 feet; thence S49°50'12"W 252.23 feet; thence

Northwesterly 28.58 feet along the arc a 368.00 foot radius curve to the left, chord bears N50°39'06"W 28.57 feet; thence S54°37'14"W 343.39 feet; thence N52°10'55"W 64.27 feet; thence N52°10'55"W 130.67 feet; thence N53°00'55"W 611.50 feet to the Easterly Boundary Line of Benchmark Subdivision, recorded as Entry No. 3379920 in Book 79-12 at Page 365 in the Office of the Salt Lake County Recorder; thence North 1557.37 feet along said Easterly Boundary Line to the point of beginning.  
Contains 19.68 Acres

**5) Proposed Subdivision, Phase I, lots 14a, 14b and 15 as identified in the Settlement Agreement:**

Zoning: FR-2

**Boundary Description:**

Beginning at a point which is South 3453.86 feet along Section Line and East 1137.28 feet from the North Quarter Corner of Section 23, Township 1 South, Range 1 East, Salt Lake Base and Meridian; and running thence S45°28'41"E 258.83 feet to the West Line of the East Half of the Southeast Quarter of said Section 23; thence S00°01'30"W 454.83 feet; thence N89°58'30"W 315.81 feet; thence North 288.71 feet; thence S57°49'39"W 118.56 feet; thence N08°36'36"W 164.32 feet; thence N46°13'51"E 106.10 feet; thence Northwesterly 17.69 feet along the arc a 368.00 foot radius curve to the left, chord bears N47°03'02"W 17.68 feet; thence N49°50'12"E 252.23 feet to the point of beginning.  
Contains 4.61 Acres

**6) Proposed Subdivision, Phase II, lots 1-4, as identified in the Settlement Agreement:**

Zoning: FR-2

**Boundary Description:**

Beginning at a point which is South 3309.84 feet along Section Line from the North Quarter Corner of Section 23, Township 1 South, Range 1 East, Salt Lake Base and Meridian; and running thence S53°00'55"E 611.50 feet; thence S52°10'55"E 130.67 feet; thence S41°43'24"W 690.39 feet; thence N53°49'00"W 163.80 feet to the Section Line and the extension of the Easterly Boundary Line of Benchmark Subdivision, recorded as Entry No. 3379920 in Book 79-12 at Page 365 in the Office of the Salt Lake County Recorder; thence North 866.58 feet along Section Line to the point of beginning.  
Contains 7.19 Acres

SC  
5/4/06

**Exhibit "C"**  
**Properties to be zoned OS**

The following parcels will be incorporated into the corporate limits of Salt Lake City and zoned as follows:

- 1) 16-23-400-001, owned by Jack Jensen and Intermountain Holding Company,  
to be zoned OS

Zoning: OS

**Legal Description:**

16-23-400-001, owned by Jack Jensen and Intermountain Holding Company  
EAST 1/2 OF SOUTHEAST 1/4 SECTION 23 TOWNSHIP 1 SOUTH RANGE 1 EAST  
SALT LAKE BASE AND MERIDIAN LESS STATE ROAD COMMISSION TRACT.  
73 ACRES.

SC  
5/4/06

**Exhibit "D"**  
**Zoning Deferred to a Future Date**

The following parcels will be incorporated into the corporate limits of Salt Lake City and zoned as follows:

- 1) 16-23-201-016, owned by Andrea & Louis Barrows
- 2) 16-23-201-017, owned by Benjamin Buehner
- 3) 16-23-201-018 (partial), owned by Lynn Mabey
- 4) 16-23-201-019, owned by Axxon Investment Company
- 5) 16-23-201-013, owned by Alan & Orlene Cohen
- 6) 16-23-201-014, owned by Alan & Orlene Cohen

All 6 parcels:

Zoning: On May 2, 2006 the City Council deferred the zoning of these properties to a future date.

**Legal Descriptions for each parcel:**

16-23-201-016, owned by Andrea & Louis Barrows

BEGINNING AT THE NORTHEAST CORNER OF LOT 602, ARCADIA HEIGHTS SUBDIVISION PLAT F, SALT LAKE CITY SURVEY; SOUTH 89°41'10" EAST 516.82 FEET; SOUTH 00°18'50" WEST 85.23 FEET; NORTH 89°41'10" WEST 505.36 FEET; NORTH 07°20'40" WEST 86 FEET TO BEGINNING. 1 ACRE.

16-23-201-017, owned by Benjamin Buehner

BEGINNING AT NORTHEAST CORNER OF LOT 601, ARCADIA HEIGHTS SUBDIVISION PLAT F SALT LAKE CITY SURVEY; SOUTH 89°41'10" EAST 597.67 FEET; SOUTH 00°18'50" WEST 73.49 FEET; NORTH 89°41'10" WEST 587.79 FEET; NORTH 07°20'40" WEST 74.148 FEET TO BEGINNING. 1 ACRE.

16-23-201-018 (partial), owned by Lynn Mabey

LOT 607, ARCADIA HEIGHTS PLAT F. ALSO BEGINNING AT MOST EASTERLY CORNER OF SAID LOT 607; SOUTH 62° EAST 15.08 FEET; SOUTH 34° WEST 98.76 FEET; NORTH 54°45' WEST 15 FEET; NORTH 34° EAST 96.86 FEET TO BEGINNING.

16-23-201-019, owned by Axxon Investment Company

BEGINNING SOUTH 89°41'10" EAST 130 FEET & SOUTH 7°20'40" EAST 348.755 FEET & SOUTH 7°30' WEST 110.172 FEET FROM NORTH 1/4 CORNER OF SECTION 23, TOWNSHIP 1 SOUTH RANGE 1 EAST SALT LAKE BASE AND MERIDIAN; SOUTH 7°30' WEST 112.166 FEET; SOUTH 12°30' EAST 220.793 FEET; WEST 193.348 FEET TO WEST LINE OF EAST 1/2 OF SD SECTION 23; NORTH 89.26 FEET; NORTH 34° EAST 79.794 FEET; SOUTH 54°45' EAST 15 FEET; NORTH 34° EAST 98.76 FEET; NORTH 62° WEST 15.08 FEET; NORTH 34° EAST 109.831 FEET TO BEGINNING. 0.71 ACRES



16-23-201-013, owned by Alan & Orlene Cohen:

BEGINNING AT THE NORTHEAST COR OF LOT 603, ARCADIA HEIGHTS SUBDIVISION, PLAT F, SALT LAKE CITY SURVEY; S 89°41'10" EAST 516.82 FEET; SOUTH 00°8'50" WEST 85.23 FEET NORTH 89°41'10" WEST 505.36 FEET; NORTH 07°20'40" WEST 86 FEET TO BEGINNING. 1 ACRE.

16-23-201-014, owned by Alan & Orlene Cohen

BEGINNING AT THE NORTHEAST CORNER OF LOT 604, ARCADIA HEIGHTS SUBDIVISION, PLAT F, SALT LAKE CITY SURVEY; SOUTH 89°41'10" EAST 435.20 FEET; S 00°E8'50" W 101.69 FEET; NORTH 89°41'10" WEST 421.53 FEET; NORTH 07°20'40" WEST 102.61 FEET TO BEGINNING. 1 ACRE.

SC  
5/4/06

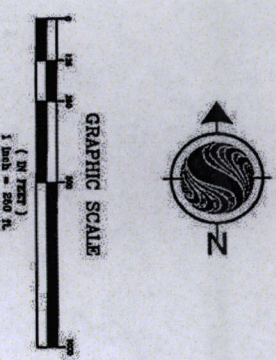
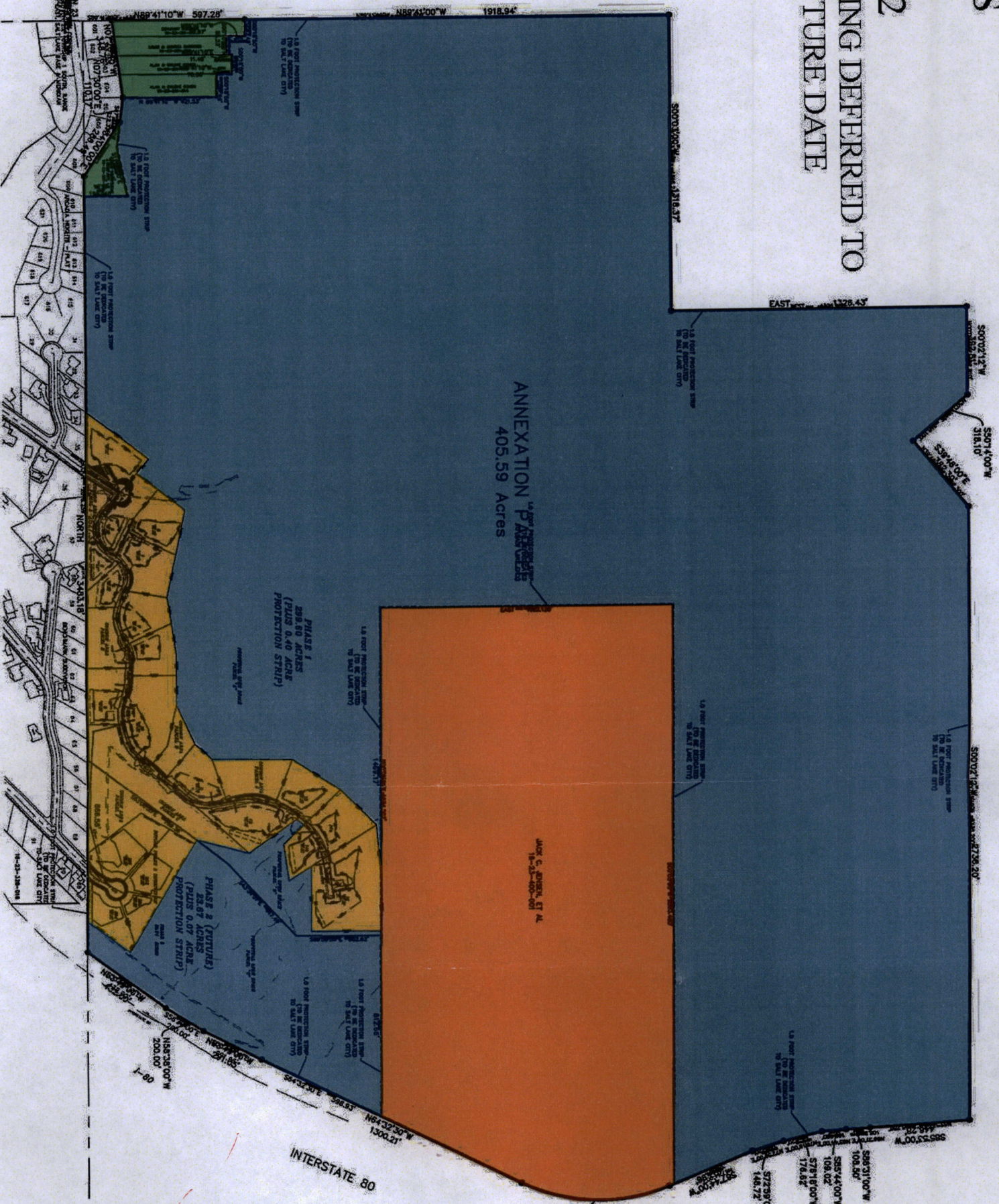


Map Reflecting Alternative Ordinance (3rd Revision, 5-3-06)

PARLEY'S POINTE ANNEXATION PLAT

LOCATED IN SECTION 23,  
TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN  
SALT LAKE CITY, SALT LAKE COUNTY, UTAH

NOS  
OS  
FR-2  
ZONING DEFERRED TO  
A FUTURE DATE



LEGEND  
--- BOUNDARY LINE  
--- SECTION LINE  
◆ SECTION CORNER  
◆ EASING

SURVEYOR'S CERTIFICATE  
I, Evan J. Wood, a Professional Land Surveyor, licensed by the State of Utah, do hereby certify that this plat of annexation is given to the designated acres and is a true and correct representation of the same, compiled from the best available records. My seal and hand hereunto I have verified.

Date: \_\_\_\_\_  
Evan J. Wood  
P.L.S. No. 163385

BOUNDARY DESCRIPTION  
Beginning at a point S89°41'10\"/>

PARLEY'S POINTE ANNEXATION PLAT  
LOCATED IN SECTION 23,  
TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN  
SALT LAKE CITY, SALT LAKE COUNTY, UTAH

RECORDED # \_\_\_\_\_  
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE  
REQUEST OF: \_\_\_\_\_  
DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_  
FEE: \_\_\_\_\_ SALT LAKE COUNTY RECORDER



**Trishman, Cindy Lou**

---

**Subject:** FW: Cannon Point Annexation

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**From:** Thomas, Blake <Blake.Thomas@slcgov.com>

**Sent:** Monday, October 26, 2020 9:20 PM

**To:** Mills, Wayne <wayne.mills@slcgov.com>; Nielson, Paul <paul.nielson@slcgov.com>

**Cc:** Mcgrath, Jennifer <Jennifer.Mcgrath@slcgov.com>; Trishman, Cindy Lou <Cindy.Trishman@slcgov.com>; Norris, Nick <Nick.Norris@slcgov.com>

**Subject:** Re: Cannon Point Annexation

Paul, thank you for the background on this annexation.

Cindy Lou, I accept Paul and Wayne's representation that the roadway work is complete for Phase I of the Cannon Point development. If there is anything further you need from me, please let me know.

Thanks all!

----

**BLAKE H. THOMAS**

Director

**DEPARTMENT of COMMUNITY and NEIGHBORHOODS**

SALT LAKE CITY CORPORATION

TEL 801-535-7707

CEL 385-270-4638

EMAIL [blake.thomas@slcgov.com](mailto:blake.thomas@slcgov.com)

[www.SLC.GOV/CAN](http://www.SLC.GOV/CAN)

[www.ourneighborhoodscan.com](http://www.ourneighborhoodscan.com)

## Trishman, Cindy Lou

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**Subject:** FW: (EXTERNAL) ARCFLO: Lot #12 Cannon Point Development - 2020-09-18

**Importance:** High

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**From:** Briefer, Laura <Laura.Briefer@slcgov.com>

**Sent:** Monday, October 26, 2020 12:02 PM

**To:** Nielson, Paul <paul.nielson@slcgov.com>

**Cc:** Mills, Wayne <wayne.mills@slcgov.com>; Vetter, Rusty <Rusty.Vetter@slcgov.com>; Draper, Jason <Jason.Draper@slcgov.com>; Trishman, Cindy Lou <Cindy.Trishman@slcgov.com>

**Subject:** RE: (EXTERNAL) ARCFLO: Lot #12 Cannon Point Development - 2020-09-18

**Importance:** High

Dear Paul,

The public utilities work for the Cannon Pointe development is now considered substantially complete and will meet the Department of Public Utilities requirements for utility service. I therefore certify the conditions referenced in Ordinance 24 of 2006 have been met.

Thank you,

Laura Briefer  
Director

DEPARTMENT OF PUBLIC UTILITIES  
SALT LAKE CITY CORPORATION  
Office: 801.483.6741  
Cell: 385.252.9379

[www.slc.gov/utilities](http://www.slc.gov/utilities)  
[www.slcgardenwise.com](http://www.slcgardenwise.com)

Deseret News  
**Utah Media Group**  
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Publication Name:  
**Deseret News**

Publication URL:

Publication City and State:  
**Salt Lake City, UT**

Publication County:  
**Salt Lake**

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Notice Popular Keyword Category:

Notice Keywords:

Notice Authentication Number:  
**202010281154433555746**  
**3430682007**

Notice URL:

[Back](#)

Notice Publish Date:

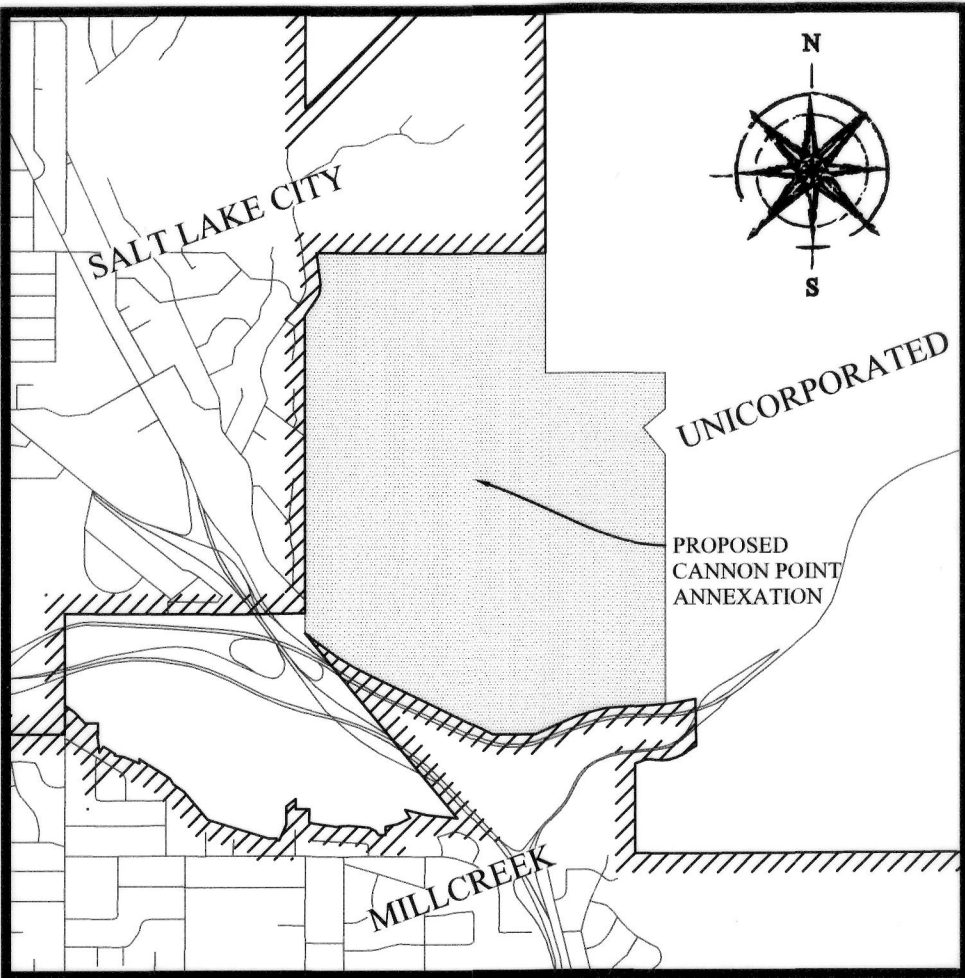
Wednesday, October 28, 2020

#### **Notice Content**

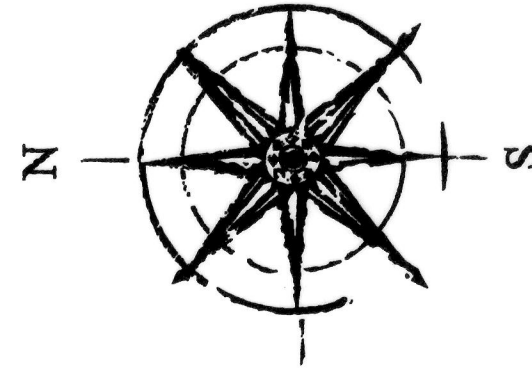
SALT LAKE CITY CORPORATION SALT LAKE CITY COUNCIL SYNOPSIS OF SALT LAKE CITY ORDINANCE 24 of 2006 The Salt Lake City Council at its May 2, 2006 meeting adopted an ordinance extending the corporate limits of Salt Lake City to include approximately 405.59 acres of unincorporated territory included within the Parley's Pointe Annexation Petition, located in the vicinity of 2982 East Benchmark Drive (east of approximately 3000 East and from approximately 2100 South to 2600 South), amending the East Bench Community Master Plan, the Arcadia Heights, Benchmark and H-Rock Small Area Master Plan, and amending the Salt Lake City Zoning Map to zone and designate this area as Foothill Residential (FR-2), Foothill Residential (FR-3), Open Space (OS) and Natural Open Space (NOS) upon its annexation into the city, pursuant to Petition No. 400-05-41. Copies of the ordinance in its entirety are available for review in the temporary location of the City Recorder's Office, 349 South 200 East, Salt Lake City, Utah, and by appointment by calling 801-535-7671. The conditions set forth in the ordinance have been met, and the effective date is October 28, 2020. (P 06-1) 1302744 UPAXLP

[Back](#)





VICINITY MAP  
N.T.S.

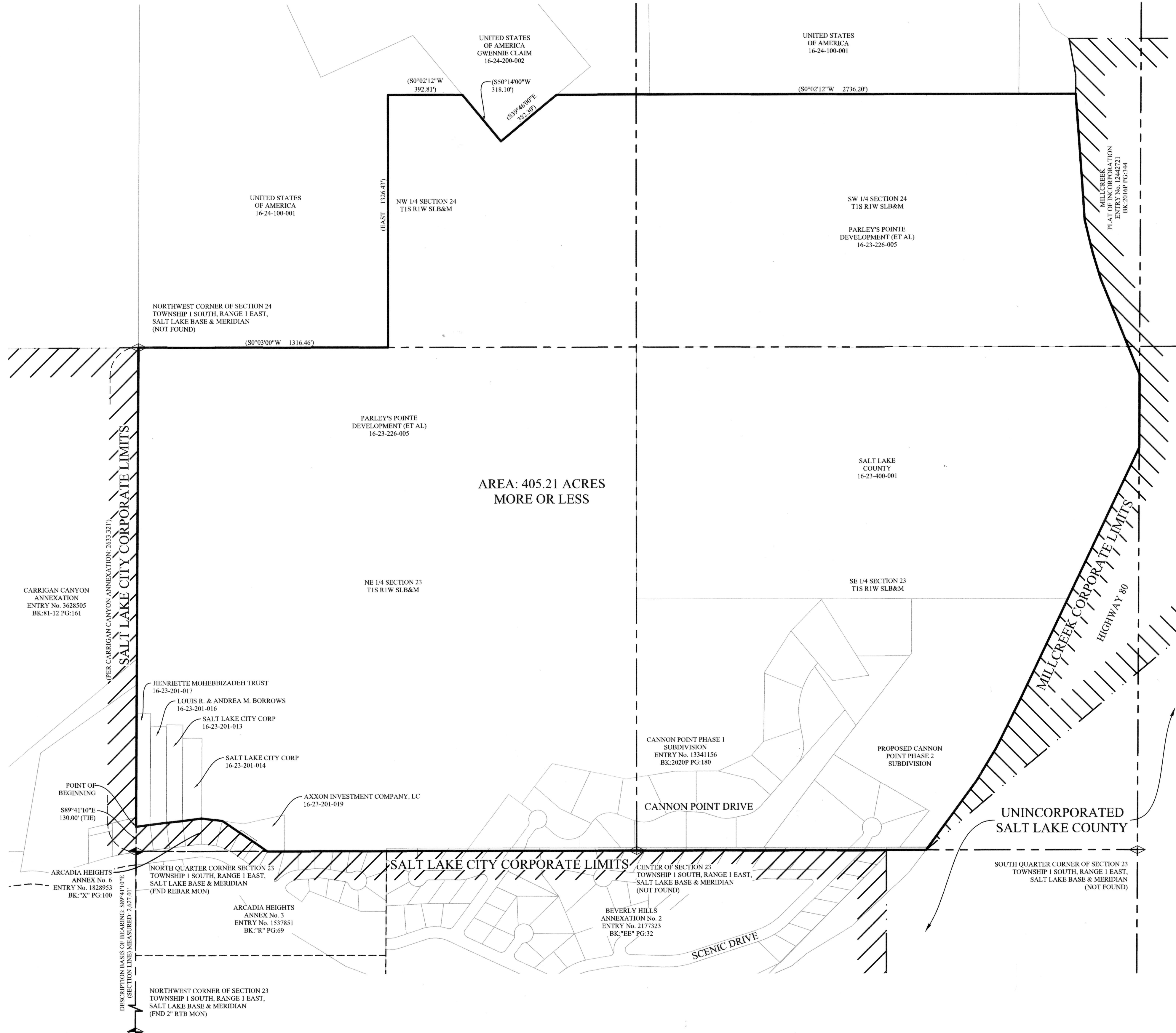


GRAPHIC SCALE

(IN FEET)  
1 inch = 300ft.

# CANNON POINT FINAL LOCAL ENTITY PLAT, CORPORATE LIMITS OF SALT LAKE CITY

LOCATED IN THE EAST HALF OF SECTION 23, AND THE SOUTHWEST QUARTER OF THE NORTHWEST  
QUARTER OF SECTION 24, AND THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 24  
TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN  
SALT LAKE COUNTY, UTAH  
OCTOBER 2020



## LEGEND

- SECTION LINE
- ANNEXATION BOUNDARY
- EXISTING ANNEXATION BOUNDARY
- EXISTING PARCEL/LOT LINE
- SECTION MONUMENT (FOUND)
- SECTION MONUMENT (NOT FOUND)
- MEASURED BEARING AND DISTANCE
- RECORD BEARING AND DISTANCE
- EXISTING ADJOINING CITY BOUNDARY

PLAT PREPARED BY  
**FOCUS**  
ENGINEERING AND SURVEYING, LLC  
6949 SOUTH HIGH TECH DRIVE SUITE 200  
MIDVALE, UT 84047 PH: (801) 352-0075  
www.focusutah.com

## SALT LAKE COUNTY SURVEYOR

APPROVED THIS 27<sup>th</sup> DAY OF October, A.D. 2020, AS  
A FINAL LOCAL ENTITY PLAT BY THE SALT LAKE COUNTY SURVEYOR.

*Paul J. Dumas*  
SALT LAKE COUNTY SURVEYOR

## APPROVAL AS TO FORM SALT LAKE CITY ATTORNEY

APPROVED THIS 27<sup>th</sup> DAY OF OCTOBER, 2020

*Paul J. Dumas, SR. CITY ATTORNEY*  
SALT LAKE CITY ATTORNEY

## CHAIRPERSON OF THE SALT LAKE CITY COUNCIL

APPROVED THIS 27<sup>th</sup> DAY OF October, 2020

*Chris W. White*  
CHAIRPERSON OF THE SALT LAKE CITY COUNCIL

## BOUNDARY DESCRIPTION

A PART OF UNINCORPORATED SALT LAKE COUNTY TO BE ADDED TO THE CORPORATE LIMITS OF SALT LAKE CITY, UTAH, LOCATED IN THE EAST HALF OF SECTION 23 AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, AND THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, (BASIS OF BEARING: S89°41'10"E ALONG THE SECTION LINE BETWEEN THE NORTHWEST CORNER AND NORTH QUARTER CORNER OF SAID SECTION 23) THE BOUNDARY OF SAID ADDITION IS DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF SALT LAKE CITY AS ESTABLISHED BY THAT CARRIGAN CANYON ANNEXATION RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER AS ENTRY NO. 3628505 IN BOOK 81-12 AT PAGE 161, LOCATED S89°41'10"E 130.00 FEET ALONG THE NORTH SECTION LINE FROM THE NORTH QUARTER CORNER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE EASTERLY ALONG SAID ANNEXATION AND NORTH SECTION LINE TO THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S00°03'00"W 1316.46 FEET ALONG THE WEST SECTION LINE TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE EAST 1326.43 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE S00°02'12"W 392.81 FEET ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 24 TO THE NORTHWESTERLY LINE OF THE GWENNIE LODGE MINING CLAIM NO. 5048; THENCE S50°14'00"W 318.10 FEET ALONG SAID NORTHWESTERLY LINE, THENCE S39°46'00"E 382.30 FEET ALONG THE SOUTHWESTERLY LINE OF SAID CLAIM TO SAID EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER; THENCE S00°02'12"W 2736.20 FEET, MORE OR LESS, ALONG SAID EAST LINE AND THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 24, TO A POINT ON THE NORTHERLY BOUNDARY OF MILLCREEK AS ESTABLISHED BY THAT PLAT OF INCORPORATION RECORDED IN THE OFFICE OF SAID RECORDER AS ENTRY NO. 12442721 IN BOOK 2016P AT PAGE 344, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 80; THENCE WESTERLY ALONG SAID NORTHERLY BOUNDARY LINE OF MILLCREEK AND SAID NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 80 TO A POINT ON THE CENTER OF SECTION LINE OF SAID SECTION 23, SAID POINT IS LOCATED 200 FEET, MORE OR LESS, SOUTHERLY ALONG SAID CENTER OF SECTION LINE FROM A SOUTHEAST CORNER OF THE SALT LAKE CITY BOUNDARY AS ESTABLISHED BY THAT BEVERLY HILLS ANNEX NO. 2 AS RECORDED IN THE OFFICE OF SAID RECORDER AS ENTRY NO. 2177323 IN BOOK "EE" AT PAGE 32; THENCE NORTHERLY TO AND ALONG AN EASTERLY BOUNDARY LINE OF SALT LAKE CITY AND SAID BEVERLY HILLS ANNEXATION AND ALONG THAT ARCADIA HEIGHTS ANNEX NO. 3 AS RECORDED IN THE OFFICE OF SAID RECORDER AS ENTRY NO. 1537851 IN BOOK "R" AT PAGE 69 AND ALONG THAT ARCADIA HEIGHTS ANNEX NO. 6 AS RECORDED IN THE OFFICE OF SAID RECORDER AS ENTRY NO. 1828953 IN BOOK "X" AT PAGE 100 TO THE POINT OF BEGINNING.

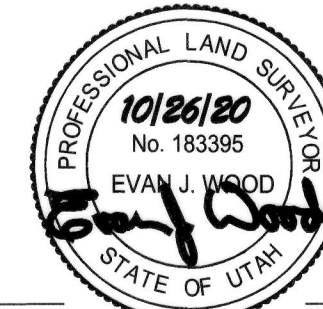
CONTAINS: 405.21 ACRES +/-

## SURVEYOR'S NARRATIVE

THIS PLAT AND THE DESCRIPTION FOUND HEREON HAS BEEN PREPARED FOR ANNEXATION PURPOSES ONLY, RELYING ON THE RECORD INFORMATION CITED HEREON. THIS PLAT DOES NOT PURPORT TO BE BASED ON AN ACTUAL FIELD SURVEY. THE INTENT OF THIS FINAL LOCAL ENTITY PLAT AND THE DESCRIPTION FOUND HEREON IS TO ANNEX INTO THE CORPORATE LIMITS OF SALT LAKE CITY ALL THOSE PARCELS OF LAND AS WELL AS ANY PUBLIC OR PRIVATE STREETS WITHIN THE BOUNDS OF THE LEGAL DESCRIPTION FOUND HEREON.

## SURVEYOR'S CERTIFICATE

I, EVAN J. WOOD, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NUMBER 183395 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT A FINAL LOCAL ENTITY PLAT, IN ACCORDANCE WITH SECTION 17-23-20, WAS MADE BY ME AND SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF SAID FINAL LOCAL ENTITY PLAT.



EVAN J. WOOD  
PROFESSIONAL LAND SURVEYOR  
CERTIFICATE NO. 183395

DATE 10/26/2020

RECORDED #  
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF:

DATE: TIME: BOOK: PAGE:  
\$  
FEE SALT LAKE COUNTY RECORDER



C 05-731

RECORDED

OCT 21 2005

CITY RECORDER

SETTLEMENT AND ANNEXATION AGREEMENT

THIS SETTLEMENT AND ANNEXATION AGREEMENT ("Agreement") is between Salt Lake City Corporation ("City"), a Utah municipality, whose principal business address is 451 South State Street, Salt Lake City, Utah 84111, the Romney Lumber Company, a Utah corporation with its principal place of business at 555 East 200 South, #250, Salt Lake City, Utah 84102, and Mr. Robert W. Carson and Mrs. Honora M. Carson, husband and wife, of 558 Eleanor Drive, Woodside, California 94062. The Romney Lumber Company and Mr. and Mrs. Carson are hereinafter jointly referred to as "Romney/Carson".

**RECITALS**

WHEREAS, Romney/Carson are the owners of approximately 324 acres of undeveloped real property located in the foothills adjacent to Salt Lake City ("the Subject Property");

WHEREAS, Romney/Carson, as Plaintiffs, filed an amended petition for judicial review and complaint in the United States District Court for the District of Utah, Central Division, concerning the Subject Property, styled "ROMNEY LUMBER CO., Inc., a Utah corporation, ROBERT W. CARSON, an individual; and HONORA M. CARSON, an individual, Plaintiffs, v. SALT LAKE CITY CORPORATION and William T. Wright", Defendants, Case No. 2:00 CV 695 PGC, alleging 14 claims for relief (the "Litigation");

WHEREAS, the Defendants Salt Lake City Corporation and William T. Wright subsequently filed an answer to the amended petition for judicial review and complaint denying liability and alleging six affirmative defenses;

WHEREAS, subsequently on or about October 31, 2002, the Court entered its Memorandum Decision and Order dismissing Mr. Wright from the lawsuit with prejudice and granting the Plaintiffs' Motion for Summary Judgment on their fourth claim for relief;

WHEREAS, on April 20, 2004, the City and Romney/Carson participated in mediation presided over by Federal Magistrate Judge David Nuffer; and

WHEREAS, the parties reached an agreement which they mutually agreed to memorialize in a written settlement agreement.

NOW THEREFORE, in consideration of the promises, and the mutual covenants and undertakings of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Petition for Annexation. Within 30 days following the execution of this Agreement, Romney/Carson shall file a renewed petition for annexation requesting the annexation of the Subject Property into the corporate limits of the City, subject to the terms and conditions set forth in this Agreement. The annexation petition shall comply with all the State and City Requirements for such petition except that no filing or processing fees shall be charged to Romney/Carson.

2. Annexation Ordinance. Within 120 days following the filing of the renewed annexation petition, the City shall adopt an ordinance approving the annexation of the Subject Property into the corporate limits of the City, subject to the terms and conditions set forth in this Agreement. The City ordinance annexing the Subject Property shall state that the annexation of the Subject Property shall become effective in accordance with the procedures, terms, and conditions in the Agreement without the need for any further approval from the City Council.



3. Costs. The parties acknowledge that Romney/Carson has paid \$10,000.00 in planning and processing fees. Consequently, the City shall annex the Subject Property without additional charges to Romney/Carson. Notwithstanding the foregoing, the City may charge its customary impact and utility connection fees to those who build on subdivision lots within the Subject Property.

4. Subdivision Approvals. As a condition of annexation, Romney/Carson shall file an application for and shall obtain final plat approval from Salt Lake County for a 15 lot subdivision generally described as the Parley's Pointe Subdivision Phase I ("Phase I") substantially in the form shown on Exhibit 1 attached hereto. The Phase I Plat shall contain a "Notice to Lot Purchasers" explaining that lot purchasers will be responsible for paying any lawfully required impact fees and utility connection fees. The notice shall also explain that City sewer and storm water services will not be available until the subdivision is annexed into the City. Romney/Carson shall also file an application for and shall obtain final plat approval from Salt Lake County for a 4-lot subdivision generally described as Parley's Pointe Subdivision Phase II ("Phase II") substantially in the form shown on Exhibit 2 attached hereto. If the County refuses to grant approval for the Phase I subdivision and the private roadway substantially in the form proposed on Exhibit 1, the Litigation shall continue.

5. Alternative Phase II Subdivision Approval and Annexation. In the event that the County denies approval of the Phase II subdivision as proposed, Romney/Carson may apply to the City for approval and annexation of the Phase II subdivision. In such event, the City shall approve and annex the Phase II subdivision substantially in the form as shown on Exhibit 2 without additional charges or changes not approved by Romney/Carson.

6. Roadways and Trails. The road accessing Phase I lots 2-15 of the Parley's Pointe Subdivision shall be a private road with a gated access. However, pedestrian and bicycle access and access to trail heads shall be provided for as shown on Exhibits 1, 2 and 5. A public 80-foot-diameter cul-de-sac will be constructed at the end of Benchmark Drive. A gated private road stemming from the cul-de-sac will provide access to Parley's Pointe Subdivision Phase I lots 2-15. Bicycle access shall be limited to trails located on and below the public and private portions of Benchmark Drive as shown on Exhibits 1 and 2. The access shall also be shown on the applicable recorded subdivision plat(s). Romney/Carson shall not be required to grant any other access through the Phase I or Phase II subdivisions to the open space parcels, described in Paragraph 9.

7. Waterline Easement - Relocation. The parties knowledge that in 1979 Romney/Carson and/or their predecessors granted the City a waterline easement ("Easement") for a 16 inch diameter water pipeline. However, as shown on Exhibit 3, portions of the City's subsequently constructed waterline lie outside of the Easement. Consequently, the parties agree that following the execution of this agreement:

A. A portion of the City's 16" waterline will be relocated by Romney/Carson from the back of lots 5 and 6 and the front of lot 9 into the proposed private roadway within Phase I, as shown on Exhibit 4.

B. Prior to construction, Romney/Carson shall consult with the City to review the proposed construction drawings and specifications to assure that the relocation construction will be in accordance with mutually agreed to design standards and shall obtain the written approval of the City as to the proposed waterline.



C. Upon completion of the consultation and review, and after Romney/Carson has obtained all necessary approvals or permits, and upon receipt of written request from Romney/Carson, the City shall pay to Romney/Carson fifty thousand dollars (\$50,000.00) as its fair share of the relocation costs. However, if the replacement waterline has not been constructed and connected within one year following the date of payment from the City, Romney/Carson shall repay to the City the \$50,000 paid.

D. During relocation construction, the existing waterline as presently located shall continue in service until Romney/Carson's contractor is ready to connect the waterline to the relocated portion. The connection to the relocated portion of the waterline, shall only occur between October 1 and April 30, and at a specific time and date reasonably and mutually acceptable to the parties.

E. After the City's waterline is relocated, Romney/Carson shall promptly convey to the City an easement, for the full width of the private roadway, for the new waterline, and the City shall reconvey back to Romney/Carson those portions of the existing Easement not used by the City for its new waterline.

8. Utilities. As part of Romney/Carson's subdivision application, the City has submitted a letter, attached hereto as Exhibit 6, addressed to the Salt Lake County Board of Health and County Council committing the City to provide water, sewer and storm drain services in accordance with plans approved by the City's Department of Public Utilities to the Phase I and Phase II subdivisions upon final approval of the subdivision plats and annexation into the City. Annexation of the Subject Property is conditioned upon: (a) receiving final County approval of the Phase I subdivision; and either (b) construction of the public and private portions of the Phase

I Roadway and corresponding utility lines, or (c) obtaining and filing a bond with the City, in an amount and form reasonably acceptable to the City, for the roadway and corresponding utility lines. The parties acknowledge that City sewer and storm water facilities will not be made available to service the Subject Property until all applicable conditions of this Agreement have been satisfied and the annexation of the Subject Property has become effective.

9. Romney/Carson Open Space Donation. The parties acknowledge that Romney/Carson has always intended to donate or convey a substantial portion of their property for committed use as undeveloped open space. As a condition of annexation, Romney/Carson confirms that they will donate or sell at a discount from fair market value for use as perpetual open space lots 14a, 14b and 15 of the Parley's Point Subdivision Phase I together with approximately 260 acres of land located adjacent to and running from the proposed Phase I and Phase II Subdivisions to the border of adjacent United States Forest Service property, including all of the remainder of the Subject Property beyond what is designated as building lots, common areas, roadway and related roadway improvements in the Phase I and Phase II subdivision plats shown on Exhibits 1 and 2. The properties to be donated and dedicated as perpetual open space are identified on Exhibits 1 and 2 as lots 14a, 14b, and 15 and as Perpetual Open Space Parcels A, B and C. The donation or conveyance of these open space properties shall occur within twelve (12) months after final approval of each subdivision plat, unless the time for doing so is mutually extended by the parties. The contemplated conveyances will be made subject to a restrictive covenant requiring the preservation of the properties as perpetual open space to either the City, Salt Lake County, or a non-profit organization formed for the charitable purpose of promoting the environment and conserving undeveloped open space and which has been



organized as a public charity pursuant to the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986 and the regulations promulgated thereunder. All parties further acknowledge that development of a substantial portion of the property to be donated or conveyed as described above may be problematic, that the City or Salt Lake County possesses the power to obtain such land by purchase or eminent domain in any event, and that the Agreement herein by Romney/Carson to make such a donation or bargain purchase for the purposes of preserving open space does not represent a concession or modification from their pre-existing intent and commitment to make such a conveyance for the benefit of the public. Under no condition may the conveyed open space be used for any type of residential, commercial or manufacturing uses by the City, County or other designated entity. The conveying document shall contain a reversionary clause providing that title to the property shall revert back to Romney/Carson, in accordance with their interest in the property prior to the conveyance for open space, if the land is ever used for a prohibited purpose.

10. Protection Against Further Foothills Development. In addition to the foregoing donation of open space, and as a condition of annexation and as a protection against further foothill development, Romney/Carson agrees to designate and donate to the City on the subdivision plats, a one-foot strip of property as shown on Exhibit 5.

11. Common Area Open Space Parcels. In addition to the Open Space Parcels described above, certain additional properties shall be designated as common area parcels to be owned by the Homeowners' Association and maintained as common area open space. Upon recordation of each of the subdivision plats, Romney/Carson shall grant to the City a conservation easement over the common area open space parcels, requiring that those common

area open space parcels be maintained as perpetual open space.

12. Dismissal of the Litigation. Within 30 days following the recording of the Phase I and Phase II subdivision plats and the City Council vote to annex the Subject Property, Romney/Carson shall file a Stipulation for Dismissal of the Litigation, with prejudice, in the form attached hereto as Exhibit 7. In the event that Salt Lake County does not grant final approval of the Phase I subdivision as set forth above in paragraph 4 within 4 months following the execution of this Agreement, (unless this deadline is mutually extended by a written amendment to this Agreement) the Litigation shall continue and the Romney/Carson property will not be annexed under the petition for annexation called for in paragraph 1 of this Agreement.

13. Joint Cooperation. Romney/Carson agrees to diligently pursue and use its best efforts to obtain the required approvals. The City agrees to cooperate and reasonably assist Romney/Carson in obtaining the required approvals. The City shall support Romney/Carson's Parley's Pointe Phase I and Phase II subdivision applications before Salt Lake County described in this Agreement and shall reasonably cooperate with Romney/Carson in securing the required County subdivision approvals.

14. Notice to Be Recorded. Contemporaneous with the execution of this Agreement, the parties shall also execute a Notice of Settlement and Annexation Agreement, in the form attached hereto as Exhibit 8. That notice shall be recorded against the Subject Property in the office of the Salt Lake County Recorder.

15. Agreement Not to Be Used as Evidence. In the event the settlement is not completed, this Settlement Agreement shall not be used as evidence in the Litigation or for any other purpose in the Litigation.



16. Remedies. In the event that the City fails to adopt an ordinance approving the annexation of the Subject Property as set forth herein, or if the County fails to approve the Phase I subdivision and roadway, the Litigation shall continue. Following the dismissal of the Litigation, the remedy for failure to perform as required in the terms of this Agreement shall be an action to enforce the terms of this Agreement including the right to specific performance. The parties agree that damages can only be awarded if a court of competent jurisdiction determines that remedy of specific performance is not feasible.

17. General Provisions. The following provisions are also integral parts of this Settlement Agreement:

A. Binding Agreement. This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

B. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original. A facsimile transmittal bearing a photocopied signature shall be deemed an original.

C. Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

D. Time of Essence. Time is the essence of this Agreement and every provision hereof.

E. Interpretation. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah.

F. Attorneys' Fees. If any action or proceeding is brought by any party to

enforce this Agreement, the prevailing party(s) shall be entitled to recover its related costs and reasonable attorneys' fees, whether such sums are expended with or without suit, at trial, on appeal or in any bankruptcy proceeding.

G. Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, postage prepaid and certified and addressed to the parties at their respective addresses set forth above.

H. Additional Acts. The parties shall do such further acts and things and shall execute and deliver such additional documents and instruments as may be necessary or reasonably requested by a party or its counsel to obtain the subdivision approvals, annexations, donation of open space, and dismissal of the Litigation described in this Agreement.

I. Assignment. Any party may assign or delegate its rights and obligations hereunder with the prior written consent of the other party, which consent shall not be unreasonably withheld.

J. Authorization. Each individual executing this Agreement does thereby represent and warrant to the other signers that the individual has been duly authorized to execute and deliver this Agreement in the capacity and for the entity specified.

K. Mutual Participation in Document Preparation. Each party has participated materially in the negotiation and preparation of this Agreement and any related items; in the event of a dispute concerning the interpretation of any provision of this Agreement or any related item, the rule of construction to the effect that certain ambiguities are to be



construed against the party drafting a document will not apply.

L. No Third-Party Beneficiary Interests. Nothing contained in this Agreement is intended to benefit any person or entity other than the parties to this Agreement; and no representation or warranty is intended for the benefit of, or to be relied upon by, any person or entity which is not a party to this Agreement.

M. Exhibits Incorporated by Reference. Each exhibit identified in this Agreement is incorporated hereby by reference.

N. Representation regarding ethical standards for City officers and employees and former City officers and employees. Romney/Carson represent that they have not; (1) provided an illegal gift of payoff to the City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, other than bonafide employees or bonafide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in City conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promise that they will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in City conflict of interest ordinance, Chapter 2.44, Salt Lake City Code. Romney/Carson discloses that at one time it hired a former City employee, Alan Johnson as a consultant. At the time of the consultation Mr. Johnson was not a City employee.

O. Effective date. This Agreement shall become binding and effective upon execution by all parties.

ROMNEY LUMBER CO.

By: \_\_\_\_\_  
President  
MELBOURNE ROMNEY III

Date: 10/24/05

\_\_\_\_\_  
Mr. Robert W. Carson

Date: \_\_\_\_\_

\_\_\_\_\_  
Mrs. Honora M. Carson

Date: \_\_\_\_\_

SALT LAKE CITY

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Salt Lake City Recorder

Date: \_\_\_\_\_

I:\LITIGATN\Romney Lumber Company, Inc\Settlement Agreement 2005-10-07 Final

RECORDED  
OCT 21 2005  
CITY RECORDER

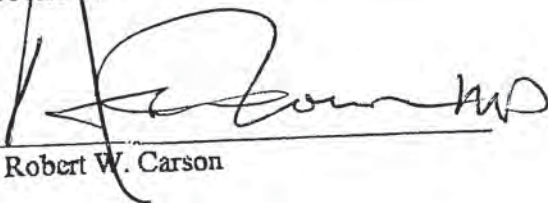


O. Effective date. This Agreement shall become binding and effective upon execution by all parties.

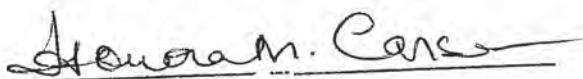
ROMNEY LUMBER CO.

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

  
Mr. Robert W. Carson

Date: 10-26-05

  
Mrs. Honora M. Carson

Date: 10/21/05

SALT LAKE CITY

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

ATTEST: ,

\_\_\_\_\_  
Salt Lake City Recorder

Date: \_\_\_\_\_

\\LITIGAT\Romney Lumber Company, Inc\Settlement Agreement 2005-10-07 Final

RECORDED

OCT 21 2005

CITY RECORDER

O. Effective date. This Agreement shall become binding and effective upon execution by all parties.

ROMNEY LUMBER CO.

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

\_\_\_\_\_  
Mr. Robert W. Carson

Date: \_\_\_\_\_

\_\_\_\_\_  
Mrs. Honora M. Carson

Date: \_\_\_\_\_

SALT LAKE CITY

By: \_\_\_\_\_  
Mayor

Date: 10-21-05

ATTEST:

Beverly Jones  
Salt Lake City Recorder (Deputy)



Date: \_\_\_\_\_

RECORDED

OCT 21 2005

CITY RECORDER

\\LITIGAT\Romney Lumber Company, Inc\Settlement Agreement 2005-10-07 Final

APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date 10-20-05  
By [Signature]



PROPERTY LEGAL DESCRIPTION

BEGINNING AT A POINT WHICH IS SOUTH 89°41'00" EAST 130.000 FEET FROM THE NORTH QUARTER CORNER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 07°20'40" EAST 348.758 FEET; THENCE SOUTH 07°30'00" WEST 222.338 FEET; THENCE SOUTH 12°30'00" EAST 250.793 FEET; THENCE WEST 183.348 FEET TO THE WEST LINE OF SAID SECTION 23; THENCE ALONG SAID WEST LINE SOUTH 26°18.258 FEET; THENCE SOUTH 53°02'55" EAST 772.650 FEET; THENCE SOUTH 43°34'31" EAST 564.113 FEET; THENCE SOUTH 89°58'30" EAST 315.505 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 23; THENCE ALONG SAID WEST LINE NORTH 09°01'30" EAST 1634.502 FEET TO A POINT WEST OF THE EAST QUARTER CORNER OF SAID SECTION 23; THENCE EAST 1322.120 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 23; THENCE SOUTH 00°03'00" WEST ALONG THE EAST LINE OF SAID SECTION 23, 2583.480 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT OF WAY OF INTERSTATE HIGHWAY; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 87°44'00" EAST 361.905 FEET; THENCE NORTH 72°59'00" EAST 146.720 FEET; THENCE NORTH 76°18'00" EAST 176.620 FEET; THENCE NORTH 85°44'00" EAST 100.020 FEET; THENCE NORTH 86°31'00" EAST 108.500 FEET; THENCE NORTH 85°30'00" EAST 448.280 FEET TO THE EAST LINE OF THE WEST HALF OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG SAID EAST LINE NORTH 02°02'12" EAST 2736.200 FEET; MORE OR LESS, TO THE SOUTHERLY LINE OF THE ONE-HEI LODE MINING NO. 5048; THENCE ALONG SAID CLAM NORTH 39°46'00" WEST 382.300 FEET; THENCE NORTH 50°14'00" EAST 318.100 FEET TO THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SECTION 24; THENCE ALONG SAID EAST LINE NORTH 02°02'12" EAST 392.810 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE WEST 1328.430 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE ALONG THE WEST LINE OF SAID SECTION 24 NORTH 02°03'00" EAST 1316.240 FEET TO THE NORTHEAST CORNER OF SAID SECTION 24; THENCE ALONG THE NORTH LINE OF SAID SECTION 23, NORTH 89°41'00" WEST 2516.600 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:  
BEGINNING AT THE NORTHEAST CORNER OF LOT 601, ARCADIA HEIGHTS SUBDIVISION, PLAT F, SALT LAKE CITY, UTAH, AND RUNNING THENCE SOUTH 89°41'00" EAST 587.87 FEET; THENCE SOUTH 00°18'30" WEST 73.94 FEET; THENCE NORTH 89°41'00" WEST 587.79 FEET TO THE SOUTHEAST CORNER OF SAID LOT 601; THENCE NORTH 07°20'40" WEST 74.148 FEET.

EXCEPTING THEREFROM:  
BEGINNING AT THE NORTHEAST CORNER OF LOT 602, ARCADIA HEIGHTS SUBDIVISION, PLAT F, SALT LAKE CITY, UTAH, AND RUNNING THENCE SOUTH 89°41'00" EAST 518.82 FEET; THENCE SOUTH 00°18'30" WEST 85.23 FEET; THENCE NORTH 89°41'00" WEST 505.36 FEET TO THE SOUTHEAST CORNER OF SAID LOT 602; THENCE NORTH 07°20'40" WEST 85.60 FEET.

EXCEPTING THEREFROM:  
BEGINNING AT THE NORTHEAST CORNER OF LOT 603, ARCADIA HEIGHTS SUBDIVISION, PLAT F, SALT LAKE CITY, UTAH, AND RUNNING THENCE SOUTH 89°41'00" EAST 518.82 FEET; THENCE SOUTH 00°18'30" WEST 85.23 FEET; THENCE NORTH 89°41'00" WEST 505.36 FEET TO THE SOUTHEAST CORNER OF SAID LOT 603; THENCE NORTH 07°20'40" WEST 85.60 FEET.

EXCEPTING THEREFROM:  
BEGINNING AT THE NORTHEAST CORNER OF LOT 604, ARCADIA HEIGHTS SUBDIVISION, PLAT F, SALT LAKE CITY, UTAH, AND RUNNING THENCE SOUTH 89°41'00" EAST 435.20 FEET; THENCE SOUTH 00°18'30" WEST 101.59 FEET; THENCE NORTH 89°41'00" WEST 431.53 FEET TO THE SOUTHEAST CORNER OF SAID LOT 604; THENCE NORTH 07°20'40" WEST 102.61 FEET.

EXCEPTING THEREFROM:  
ANY PART OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN THE RIGHT OF WAY LIMITS OF THE INTERSTATE HIGHWAY.

TOGETHER WITH A PERPETUAL EASEMENT AND RIGHT OF WAY FOR HIGHWAY AND EXCESS AND PUBLIC UTILITIES OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY SITUATE IN THE COUNTY OF SALT LAKE, STATE OF UTAH, TO-WIT:  
BEGINNING AT A POINT WHICH IS EAST 160.20 FEET SOUTH 45°34' FEET; SOUTH 12°30' EAST 220.79 FEET AND WEST 143.35 FEET FROM THE NORTH QUARTER CORNER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTHEASTERLY 238.0 FEET ALONG AN ARC OF A 249.07 FOOT RADIUS CURVE; THENCE SOUTH 58°15' WEST 50.00 FEET; THENCE SOUTHEASTERLY 190.23 FEET ALONG AN ARC OF A 199.07 FOOT RADIUS CURVE; THENCE EAST 50.00 FEET TO THE POINT OF BEGINNING, BEING A PORTION OF LOT 608 AND 609, ARCADIA HEIGHTS PLAT F, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

PROPERTY OWNER/AGENT  
TRES RORNEY  
RORNEY LUMBER COMPANY  
430 EAST 400 SOUTH  
SALT LAKE CITY, UT 84111

CL 20' PUBLIC TRAIL EASEMENT  
FOR PEDESTRIAN TRAFFIC ONLY  
(FINAL EASEMENT TO BE DEDICATED  
WITH RECORDATION OF THE  
SUBDIVISION PLAT)

P.O.B. OF  
PROPERTY LEGAL  
TIE TO LOT  
CORNER

NORTH 1/4 CORNER SECTION 23,  
TOWNSHIP 1 SOUTH, RANGE 1 EAST  
SALT LAKE BASE & MERIDIAN

BENCHMARK  
CIRCLE

SUMMIT CIRCLE

PROMONTORY DRIVE

BENCHMARK SUBDIVISION

PROMONTORY DRIVE

SCENIC DRIVE

PROPERTY BOUNDARY

1.0 FOOT PROTECTION STRIP  
(TO BE DEDICATED  
TO SALT LAKE CITY)

TYPICAL BUILDABLE  
BUILDING PAD

COMMON AREA  
PARCEL D

COMMON AREA  
PARCEL B

PERPETUAL OPEN SPACE  
PARCEL "A"

COMMON AREA  
PARCEL E

PERPETUAL OPEN SPACE  
PARCEL "B"

PERPETUAL OPEN SPACE  
PARCEL "C"

COMMON AREA  
PARCEL F

FUTURE PHASE 2 SUBDIVISION

CL 20' PUBLIC TRAIL EASEMENT  
(FINAL EASEMENT TO BE DEDICATED  
WITH RECORDATION OF THE  
SUBDIVISION PLAT)

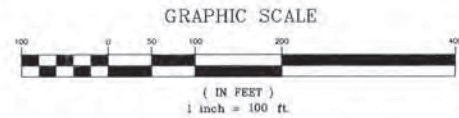
1.0 FOOT PROTECTION STRIP  
(TO BE DEDICATED  
TO SALT LAKE CITY)

NOTES

- ALL PRIVATE ROADS IN THIS SUBDIVISION ARE TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- COMMON AREAS A, B, C, D, E & F ARE TO REMAIN OPEN SPACE IN PERPETUITY TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

NOTICE TO PURCHASERS

- Those who build upon the subdivided lots will need to pay customary impact fees and utility connection fees to Salt Lake City.
- Sewer and storm water services will not be available until the annexation is complete.
- The Department of Public Utilities does not guarantee water pressure in this service area. All commitments for providing culinary water service and fire protection are contingent upon the City's ability to supply water within its legal and operational capabilities. Any adjustments necessary to satisfy customers' desired water pressure are solely the property owner's responsibility.
- All design and construction of utilities must conform to State, County, City and Public Utilities standards and ordinances. Design and construction must conform to Salt Lake City Public Utilities General Notes.
- All new public-owned utility mains must be located within public road right-of-ways. If power lines, gas lines, communication conduits, etc. exist within this property, any relocation of these utilities and related easements must be approved by Public Utilities. No buildings, structures, trees, fences, or any other feature that would impede access to the main will be allowed in within easements dedicated to Salt Lake City Public Utilities. Unrestricted access through this subdivision must be provided to Salt Lake City Corporation for easements dedicated to Salt Lake City Corporation.
- Utility mainline extension agreements and service connection agreements must be entered into between the developer and Public Utilities for all water, fire, sewer and storm drain utilities. The agreements will outline developer and Public Utilities' responsibilities related to construction, maintenance and warranty of these mains and services. Based on an approved engineer's estimate, work for all the above-mentioned improvements must be bonded by the property owner. All agreements must be executed and bonds received by Public Utilities prior to full construction plan set approval and plot sign-off from Salt Lake City Public Utilities.
- Prior to lot development all utility impact and connection fees must be paid in full.



PARLEY'S POINTE - PHASE 1  
SUBDIVISION  
SALT LAKE COUNTY, UT

Sheet Nur

1



ERTY LEGAL DESCRIPTION

NING AT A POINT WHICH IS SOUTH 89°41'00" EAST 130.000 FEET FROM THE NORTH QUARTER CORNER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE AND MERIDIAN AND RUNNING THENCE SOUTH 07°20'40" EAST 348.750 FEET; THENCE SOUTH 07°20'40" WEST 222.338 FEET; THENCE SOUTH 12°20'00" EAST 220.793 FEET; THENCE WEST 193.348 FEET TO THE WEST LINE OF THE EAST HALF OF SAID SECTION 23; THENCE ALONG SAID WEST LINE SOUTH 24°18'25" FEET; THENCE SOUTH 38° EAST 272.650 FEET; THENCE SOUTH 43°24'11" EAST 584.113 FEET; THENCE SOUTH 89°25'00" EAST 315.500 FEET TO THE WEST LINE OF THE EAST HALF OF THE EAST QUARTER OF SECTION 23; THENCE ALONG SAID WEST LINE NORTH 00°01'30" EAST 1534.500 FEET TO A POINT WEST OF THE EAST QUARTER CORNER OF SAID ON 23; THENCE EAST 1322.120 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 23; THENCE SOUTH 00°03'00" WEST ALONG THE EAST LINE OF SAID SECTION 23, 480 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT OF WAY OF INTERSTATE HIGHWAY; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 67°44'00" EAST 20 FEET; THENCE NORTH 72°50'00" EAST 146.720 FEET; THENCE NORTH 78°18'00" EAST 176.620 FEET; THENCE NORTH 80°44'00" EAST 109.020 FEET; THENCE NORTH 00° EAST 108.500 FEET; THENCE NORTH 80°53'00" EAST 446.280 FEET TO THE EAST LINE OF THE WEST HALF OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 1 EAST, LAKE BASE AND MERIDIAN; THENCE ALONG EAST LINE NORTH 00°21'12" EAST 2736.200 FEET MORE OR LESS, TO THE SOUTHERLY LINE OF THE CHENNE LOOSE MINING ORE; THENCE ALONG SAID CLAN NORTH 39°40'00" WEST 382.300 FEET; THENCE NORTH 50°14'00" EAST 318.100 FEET TO THE EAST LINE OF THE WEST HALF OF THE HALF OF SECTION 24; THENCE ALONG SAID EAST LINE NORTH 00°21'12" EAST 382.810 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE WEST QUARTER OF SAID SECTION 24; THENCE WEST 1326.430 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID ON 24; THENCE ALONG THE WEST LINE OF SAID SECTION 24 NORTH 00°03'00" EAST LINE 240 FEET TO THE NORTHWEST CORNER OF SAID SECTION 24; THENCE ALONG JORTH LINE OF AFORESAID SECTION 23, NORTH 89°41'00" WEST 2516.600 FEET TO THE POINT OF BEGINNING.

TING THEREFROM:  
NING AT THE NORTHEAST CORNER OF LOT 501, ARCADIA HEIGHTS SUBDIVISION, PLAT F, SALT LAKE CITY, UTAH, AND RUNNING THENCE SOUTH 89°41'00" EAST 567.67 FEET; THENCE SOUTH 00°18'50" WEST 73.94 FEET; THENCE NORTH 89°41'00" WEST 587.79 FEET TO THE SOUTHEAST CORNER OF SAID LOT 501; THENCE NORTH 07°20'40" 74.148 FEET.

TING THEREFROM:  
NING AT THE NORTHEAST CORNER OF LOT 602, ARCADIA HEIGHTS SUBDIVISION, PLAT F, SALT LAKE CITY, UTAH, AND RUNNING THENCE SOUTH 89°41'00" EAST 516.82 FEET; THENCE SOUTH 00°18'50" WEST 85.23 FEET; THENCE NORTH 89°41'00" WEST 505.36 FEET TO THE SOUTHEAST CORNER OF SAID LOT 602; THENCE NORTH 07°20'40" 86.00 FEET.

TING THEREFROM:  
NING AT THE NORTHEAST CORNER OF LOT 503, ARCADIA HEIGHTS SUBDIVISION, PLAT F, SALT LAKE CITY, UTAH, AND RUNNING THENCE SOUTH 89°41'00" EAST 516.82 FEET; THENCE SOUTH 00°18'50" WEST 85.23 FEET; THENCE NORTH 89°41'00" WEST 505.36 FEET TO THE SOUTHEAST CORNER OF SAID LOT 603; THENCE NORTH 07°20'40" 86.00 FEET.

TING THEREFROM:  
NING AT THE NORTHEAST CORNER OF LOT 604, ARCADIA HEIGHTS SUBDIVISION, PLAT F, SALT LAKE CITY, UTAH, AND RUNNING THENCE SOUTH 89°41'00" EAST 435.20 FEET; THENCE SOUTH 00°18'50" WEST 101.59 FEET; THENCE NORTH 89°41'00" WEST 431.53 FEET TO THE SOUTHEAST CORNER OF SAID LOT 604; THENCE NORTH 07°20'40" 102.81 FEET.

TING THEREFROM:  
PART OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN THE RIGHT OF WAY LIMITS OF THE INTERSTATE HIGHWAY.

TER WITH A PERPETUAL EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS AND PUBLIC UTILITIES OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY TE IN THE COUNTY OF SALT LAKE, STATE OF UTAH, TO-WIT:

NING AT A POINT WHICH IS EAST 160.20 FEET SOUTH 455.84 FEET, SOUTH 73° WEST 112.7 FEET; SOUTH 12°30' EAST 220.79 FEET AND WEST 143.35 FEET FROM THE 4 QUARTER CORNER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTHWESTERLY 220.0 FEET ALONG AN 3° A 243.07 FOOT RADIUS CURVE, THENCE SOUTH 38°15' WEST 50.00 FEET; THENCE SOUTHEASTERLY 190.23 FEET ALONG AN ARC OF A 199.07 FOOT RADIUS CURVE; E EAST 50.00 FEET TO THE POINT OF BEGINNING, BEING A PORTION OF LOT 608 AND 609, ARCADIA HEIGHTS PLAT F, ACCORDING TO THE OFFICIAL PLAT THEREOF ON MD OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

CITY OWNER/AGENT  
SOWNEY  
LY LUMBER COMPANY  
LAST 400 SOUTH  
LAKE CITY, UT 84111

CL 20' PUBLIC TRAIL EASEMENT  
FOR PEDESTRIAN TRAFFIC ONLY  
(FINAL EASEMENT TO BE DEDICATED  
WITH RECORDATION OF  
THE SUBDIVISION PLAT)

P.O.B. OF  
PROPERTY LEGAL  
TIE TO LOT CORNER

NORTH 1/4 CORNER SECTION 23,  
TOWNSHIP 1 SOUTH, RANGE 1 EAST  
SALT LAKE BASE & MERIDIAN

1.0 FOOT PROTECTION STRIP,  
(TO BE DEDICATED  
TO SALT LAKE CITY)

26 FOOT WATER LINE  
EASEMENT TO BE DEDICATED  
TO SALT LAKE CITY

CL 20' PUBLIC TRAIL EASEMENT (FINAL  
EASEMENT TO BE DEDICATED WITH  
RECORDATION OF THE SUBDIVISION PLAT)

1.0 FOOT PROTECTION STRIP  
(TO BE DEDICATED  
TO SALT LAKE CITY)

LEGEND

- ROCK WALL
- MSE (MECHANICALLY STABILIZED EARTH) WALL
- BUILDABLE PAD
- DRAINAGE RETENTION SWALE
- PROPOSED WATER EASEMENT
- FIRE HYDRANT

GRAPHIC SCALE



NOTES

- ALL PRIVATE ROADS IN THIS SUBDIVISION ARE TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- LOTS 11 AND 13 - LOT OWNERS MAY NEED TO PROVIDE INDIVIDUAL BOOSTER PUMPS TO PROVIDE FIRE AND DOMESTIC SERVICE. BOOSTER PUMPS WILL ALSO REQUIRE A BACKFLOW PREVENTION DEVICE MEETING CITY AND STATE REGULATIONS.

| Project Number | Rev | Date     | By       | Check | Scale | Date | Notes |
|----------------|-----|----------|----------|-------|-------|------|-------|
| 86301271       | 1   | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 2   | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 3   | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 4   | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 5   | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 6   | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 7   | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 8   | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 9   | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 10  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 11  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 12  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 13  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 14  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 15  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 16  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 17  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 18  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 19  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 20  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 21  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 22  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 23  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 24  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 25  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 26  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 27  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 28  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 29  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 30  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 31  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 32  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 33  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 34  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 35  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 36  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 37  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 38  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 39  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 40  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 41  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 42  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 43  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 44  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 45  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 46  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 47  | 02/01/05 | AS NOTED |       |       |      |       |
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| 86301271       | 50  | 02/01/05 | AS NOTED |       |       |      |       |
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| 86301271       | 53  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 54  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 55  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 56  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 57  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 58  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 59  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 60  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 61  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 62  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 63  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 64  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 65  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 66  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 67  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 68  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 69  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 70  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 71  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 72  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 73  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 74  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 75  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 76  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 77  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 78  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 79  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 80  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 81  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 82  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 83  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 84  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 85  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 86  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 87  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 88  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 89  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 90  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 91  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 92  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 93  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 94  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 95  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 96  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 97  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 98  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 99  | 02/01/05 | AS NOTED |       |       |      |       |
| 86301271       | 100 | 02/01/05 | AS NOTED |       |       |      |       |

PARLEY'S POINTE - PHASE 2  
SUBDIVISION  
SALT LAKE COUNTY, UT  
PRELIMINARY SITE PLAN - EXHIBIT 2

Sheet Number  
2



PROPERTY LEGAL DESCRIPTION

BEGINNING AT A POINT WHICH IS SOUTH 89°41'00" EAST 130.000 FEET FROM THE NORTH QUARTER CORNER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 07°20'40" EAST 348.755 FEET; THENCE SOUTH 07°30'00" WEST 222.338 FEET; THENCE SOUTH 12°30'00" EAST 220.793 FEET; THENCE WEST 193.348 FEET TO THE WEST LINE OF THE EAST HALF OF SAID SECTION 23; THENCE ALONG SAID WEST LINE SOUTH 26°18'25" WEST 2618.259 FEET; THENCE SOUTH 53°00'25" EAST 772.850 FEET; THENCE SOUTH 43°34'31" EAST 564.113 FEET; THENCE SOUTH 89°58'50" EAST 315.505 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 23; THENCE ALONG SAID WEST LINE NORTH 00°01'30" EAST 1634.502 FEET TO A POINT WEST OF THE EAST QUARTER CORNER OF SAID SECTION 23; THENCE EAST 1322.120 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 23; THENCE SOUTH 00°03'00" WEST ALONG THE EAST LINE OF SAID SECTION 23, 2583.480 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 67°44'00" EAST 381.820 FEET; THENCE NORTH 72°59'00" EAST 146.720 FEET; THENCE NORTH 76°18'00" EAST 178.620 FEET; THENCE NORTH 83°44'00" EAST 109.020 FEET; THENCE NORTH 89°31'00" EAST 108.500 FEET; THENCE NORTH 85°53'00" EAST 446.280 FEET TO THE EAST LINE OF THE WEST HALF OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG EAST LINE NORTH 00°00'12" EAST 2136.200 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF THE CENTER LINE HAVING NO. 504B; THENCE ALONG SAID CLAM NORTH 39°46'00" WEST 302.300 FEET; THENCE NORTH 00°14'00" EAST 318.100 FEET TO THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SECTION 24; THENCE ALONG SAID EAST LINE NORTH 00°02'12" EAST 392.810 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE WEST 1326.430 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE ALONG THE WEST LINE OF SAID SECTION 24 NORTH 00°03'00" EAST 1316.240 FEET TO THE NORTHWEST CORNER OF SAID SECTION 24; THENCE ALONG THE NORTH LINE OF SAID SECTION 24, NORTH 89°41'00" WEST 2516.600 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:  
BEGINNING AT THE NORTHEAST CORNER OF LOT 601, ARCADIA HEIGHTS SUBDIVISION, PLAT F, SALT LAKE CITY, UTAH, AND RUNNING THENCE SOUTH 89°41'00" EAST 597.67 FEET; THENCE SOUTH 00°18'50" WEST 85.23 FEET; THENCE NORTH 89°41'00" WEST 587.79 FEET TO THE SOUTHEAST CORNER OF SAID LOT 601; THENCE NORTH 07°20'40" WEST 74.148 FEET.

EXCEPTING THEREFROM:  
BEGINNING AT THE NORTHEAST CORNER OF LOT 602, ARCADIA HEIGHTS SUBDIVISION, PLAT F, SALT LAKE CITY, UTAH, AND RUNNING THENCE SOUTH 89°41'00" EAST 516.82 FEET; THENCE SOUTH 00°18'50" WEST 85.23 FEET; THENCE NORTH 89°41'00" WEST 505.39 FEET TO THE SOUTHEAST CORNER OF SAID LOT 602; THENCE NORTH 07°20'40" WEST 86.00 FEET.

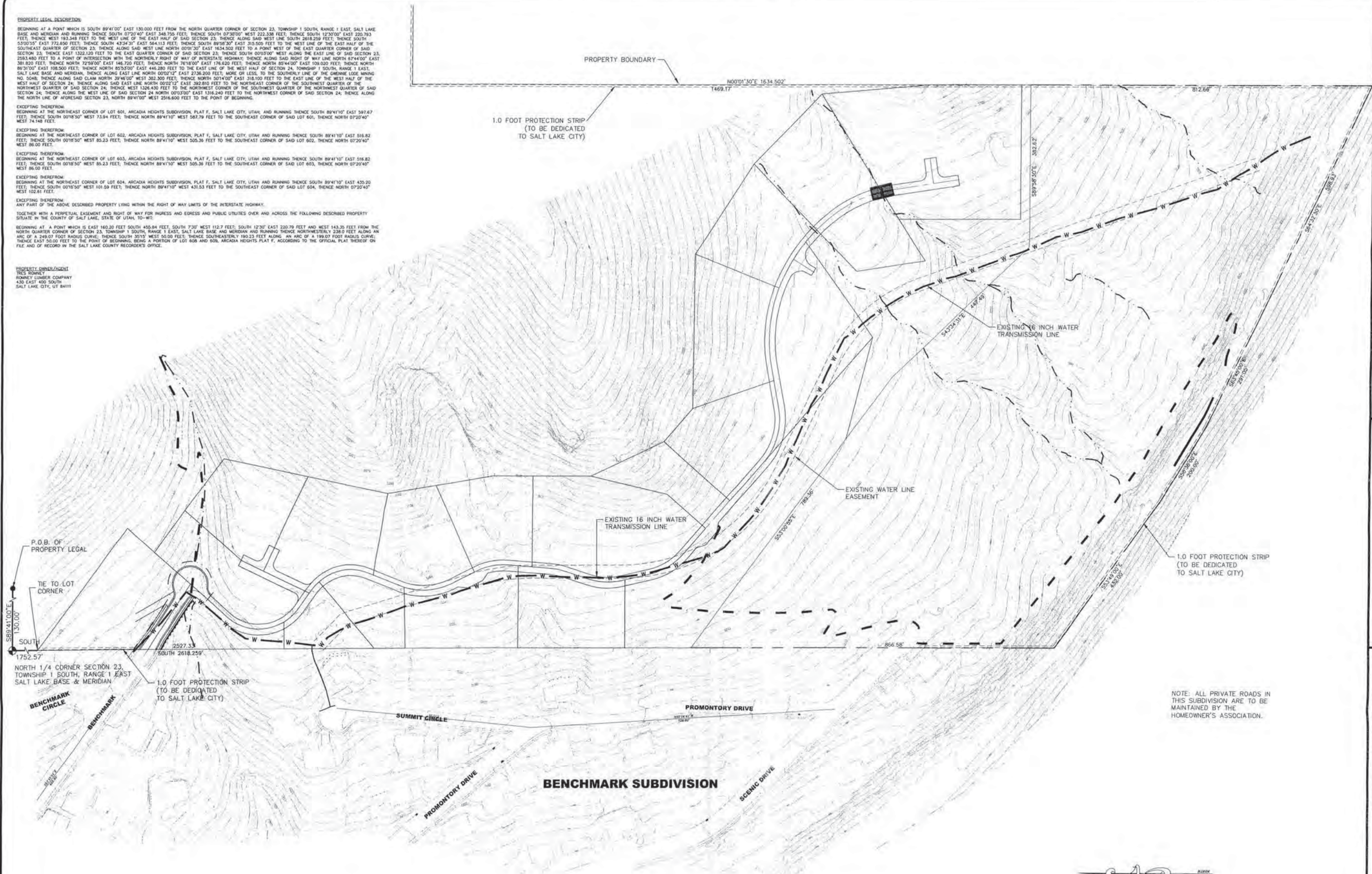
EXCEPTING THEREFROM:  
BEGINNING AT THE NORTHEAST CORNER OF LOT 603, ARCADIA HEIGHTS SUBDIVISION, PLAT F, SALT LAKE CITY, UTAH, AND RUNNING THENCE SOUTH 89°41'00" EAST 516.82 FEET; THENCE SOUTH 00°18'50" WEST 85.23 FEET; THENCE NORTH 89°41'00" WEST 505.39 FEET TO THE SOUTHEAST CORNER OF SAID LOT 603; THENCE NORTH 07°20'40" WEST 86.00 FEET.

EXCEPTING THEREFROM:  
BEGINNING AT THE NORTHEAST CORNER OF LOT 604, ARCADIA HEIGHTS SUBDIVISION, PLAT F, SALT LAKE CITY, UTAH, AND RUNNING THENCE SOUTH 89°41'00" EAST 435.30 FEET; THENCE SOUTH 00°18'50" WEST 101.59 FEET; THENCE NORTH 89°41'00" WEST 431.53 FEET TO THE SOUTHEAST CORNER OF SAID LOT 604; THENCE NORTH 07°20'40" WEST 102.81 FEET.

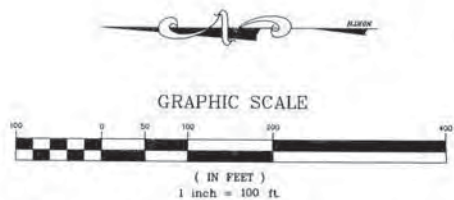
EXCEPTING THEREFROM:  
ANY PART OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN THE RIGHT-OF-WAY LIMITS OF THE INTERSTATE HIGHWAY.  
TOGETHER WITH A PERPETUAL EASEMENT AND RIGHT-OF-WAY FOR HIGHWAY AND EGRESS AND PUBLIC UTILITIES OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY SITUATE IN THE COUNTY OF SALT LAKE, STATE OF UTAH, TO-WIT:

BEGINNING AT A POINT WHICH IS EAST 160.20 FEET SOUTH 455.84 FEET, SOUTH 73°07' WEST 112.7 FEET, SOUTH 12°20' EAST 220.79 FEET AND WEST 143.35 FEET FROM THE NORTH QUARTER CORNER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTHWESTERLY 238.9 FEET ALONG AN ARC OF A 249.07 FOOT RADIUS CURVE, THENCE SOUTH 30°15' WEST 50.00 FEET, THENCE SOUTHEASTERLY 180.23 FEET ALONG AN ARC OF A 199.07 FOOT RADIUS CURVE, THENCE EAST 50.00 FEET TO THE POINT OF BEGINNING, BEING A PORTION OF LOT 608 AND 609, ARCADIA HEIGHTS PLAT F, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

PROPERTY OWNER/AGENT  
TRES ROWLEY  
ROWLEY LUMBER COMPANY  
430 EAST 400 SOUTH  
SALT LAKE CITY, UT 84111



NOTE: ALL PRIVATE ROADS IN THIS SUBDIVISION ARE TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.



|                |                    |                |                    |
|----------------|--------------------|----------------|--------------------|
| Project Number | 186501271          | PM             | RQE                |
| Drawn By       | SAD/ANM            | Drawn By       | NAM/DBL            |
| Check By       |                    | Check By       |                    |
| Revised Common | OPEN SPACE LOTS    | Revised Common | OPEN SPACE LOTS    |
| Exhibit        | FOR CITY AGREEMENT | Exhibit        | FOR CITY AGREEMENT |
| Scale          | AS SHOWN           | Scale          | AS SHOWN           |
| Date           | 10/10/05           | Date           | 10/10/05           |
| Sheet Number   | 3                  | Sheet Number   | 3                  |

It is a violation of law for any person to alter, modify, or change in any way the contents of this plat, or to use this plat for any purpose other than that for which it was prepared. Any person who violates this provision shall be liable to the State of Utah for a civil penalty of not more than \$5,000.00 per violation. This document is required by law to be signed by a professional engineer or land surveyor. The signature of the professional engineer or land surveyor is required for this document to be valid. The signature of the professional engineer or land surveyor is required for this document to be valid.

STATE OF UTAH  
No. 95079  
ROBERT O. ELDER  
10-1-05  
LAND SURVEYOR

Stantec Consulting Inc.  
3995 S 700 E Ste. 300  
Salt Lake City, UT  
84107-2540  
Tel. 801.281.0090  
Fax. 801.286.1671

PARLEY'S POINTE - PHASE 1  
SUBDIVISION  
SALT LAKE COUNTY, UT

Sheet Numl  
3



**PROPERTY LEGAL DESCRIPTION**

BEGINNING AT A POINT WHICH IS SOUTH 89°41'00" EAST 130.000 FEET FROM THE NORTH QUARTER CORNER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 07°20'40" EAST 348.725 FEET; THENCE SOUTH 07°20'00" WEST 222.330 FEET; THENCE SOUTH 12°30'00" EAST 220.793 FEET; THENCE WEST 193.348 FEET TO THE WEST LINE OF THE EAST HALF OF SAID SECTION 23; THENCE ALONG SAID WEST LINE SOUTH 28°18'25" WEST 220.793 FEET; THENCE SOUTH 53°00'55" EAST 772.650 FEET; THENCE SOUTH 43°24'31" EAST 564.113 FEET; THENCE SOUTH 89°58'30" EAST 315.505 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 23; THENCE ALONG SAID WEST LINE NORTH 00°01'30" EAST 104.500 FEET TO A POINT WEST OF THE EAST QUARTER CORNER OF SAID SECTION 23; THENCE EAST 1322.120 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 23; THENCE SOUTH 00°03'00" WEST ALONG THE EAST LINE OF SAID SECTION 23 2593.480 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT OF WAY OF INTERSTATE HIGHWAY; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 67°44'00" EAST 381.620 FEET; THENCE NORTH 72°30'00" EAST 146.720 FEET; THENCE NORTH 78°18'00" EAST 178.620 FEET; THENCE NORTH 85°44'00" EAST 109.600 FEET; THENCE NORTH 89°31'00" EAST 108.500 FEET; THENCE NORTH 85°53'00" EAST 448.280 FEET TO THE EAST LINE OF THE WEST HALF OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG SAID EAST LINE NORTH 00°02'12" EAST 2736.200 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF THE CHENNE LOGE MINING NO. 5048; THENCE ALONG SAID CLAM NORTH 39°48'00" WEST 382.300 FEET; THENCE NORTH 50°14'00" EAST 318.100 FEET TO THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SECTION 24; THENCE ALONG SAID EAST LINE NORTH 00°02'12" EAST 382.810 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24; THENCE WEST 128.430 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24; THENCE ALONG THE WEST LINE OF SAID SECTION 24 NORTH 00°03'00" EAST 1316.240 FEET TO THE NORTHEAST CORNER OF SAID SECTION 24; THENCE ALONG THE NORTH LINE OF SAID SECTION 23, NORTH 89°41'00" WEST 2516.600 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:  
BEGINNING AT THE NORTHEAST CORNER OF LOT 601, ARCADIA HEIGHTS SUBDIVISION, PLAT F, SALT LAKE CITY, UTAH; AND RUNNING THENCE SOUTH 89°41'00" EAST 567.67 FEET; THENCE SOUTH 00°18'50" WEST 73.94 FEET; THENCE NORTH 89°41'00" WEST 587.79 FEET TO THE SOUTHEAST CORNER OF SAID LOT 601; THENCE NORTH 07°20'40" WEST 74.148 FEET.

EXCEPTING THEREFROM:  
BEGINNING AT THE NORTHEAST CORNER OF LOT 602, ARCADIA HEIGHTS SUBDIVISION, PLAT F, SALT LAKE CITY, UTAH; AND RUNNING THENCE SOUTH 89°41'00" EAST 516.82 FEET; THENCE SOUTH 00°18'50" WEST 85.23 FEET; THENCE NORTH 89°41'00" WEST 505.36 FEET TO THE SOUTHEAST CORNER OF SAID LOT 602; THENCE NORTH 07°20'40" WEST 86.00 FEET.

EXCEPTING THEREFROM:  
BEGINNING AT THE NORTHEAST CORNER OF LOT 603, ARCADIA HEIGHTS SUBDIVISION, PLAT F, SALT LAKE CITY, UTAH; AND RUNNING THENCE SOUTH 89°41'00" EAST 516.82 FEET; THENCE SOUTH 00°18'50" WEST 85.23 FEET; THENCE NORTH 89°41'00" WEST 505.36 FEET TO THE SOUTHEAST CORNER OF SAID LOT 603; THENCE NORTH 07°20'40" WEST 86.00 FEET.

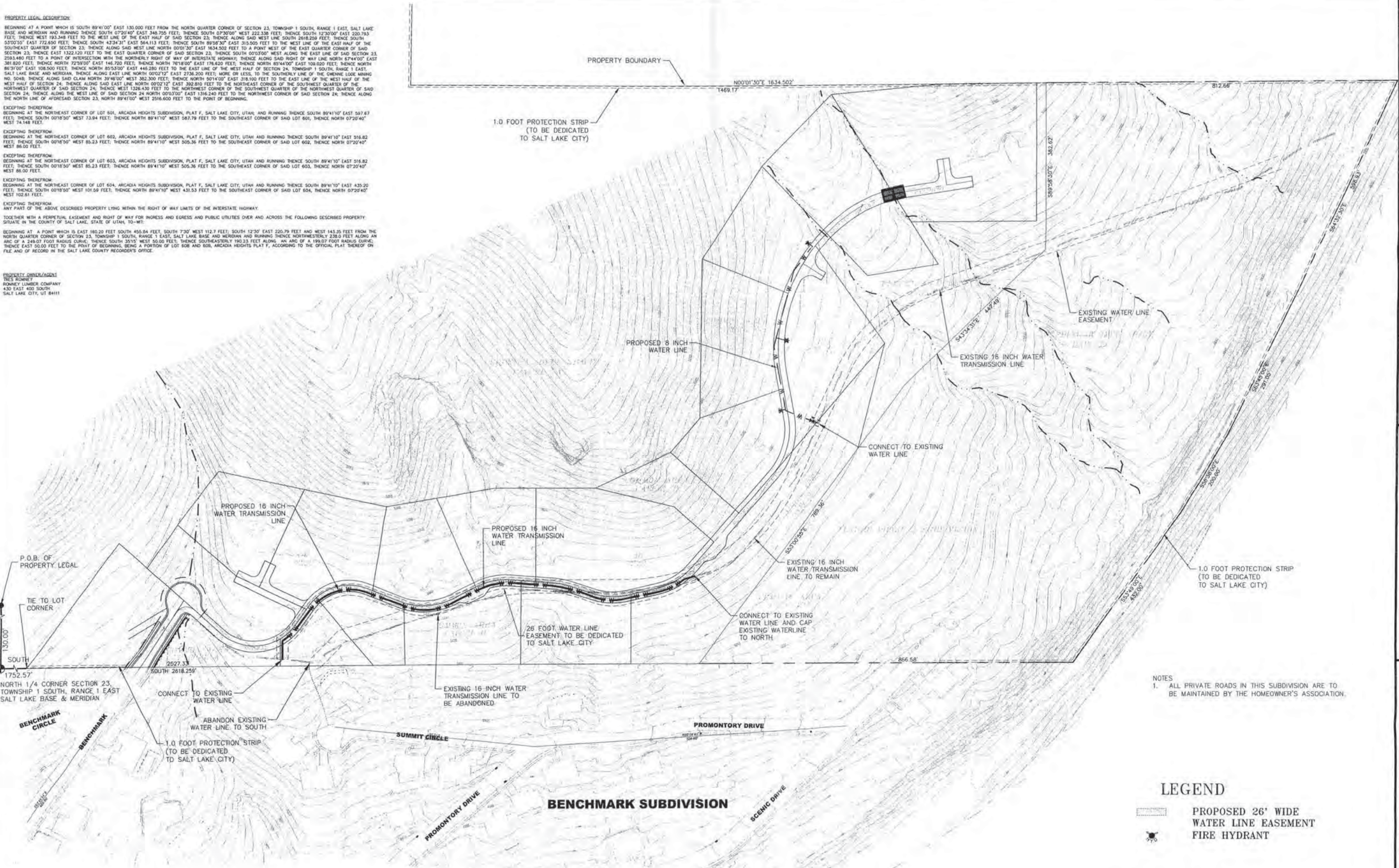
EXCEPTING THEREFROM:  
BEGINNING AT THE NORTHEAST CORNER OF LOT 604, ARCADIA HEIGHTS SUBDIVISION, PLAT F, SALT LAKE CITY, UTAH; AND RUNNING THENCE SOUTH 89°41'00" EAST 435.20 FEET; THENCE SOUTH 00°18'50" WEST 101.58 FEET; THENCE NORTH 89°41'00" WEST 431.53 FEET TO THE SOUTHEAST CORNER OF SAID LOT 604; THENCE NORTH 07°20'40" WEST 102.61 FEET.

EXCEPTING THEREFROM:  
ANY PART OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN THE RIGHT OF WAY LIMITS OF THE INTERSTATE HIGHWAY.

TOGETHER WITH A PERPETUAL EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS AND PUBLIC UTILITIES OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY SITUATE IN THE COUNTY OF SALT LAKE, STATE OF UTAH, TO-WIT:

BEGINNING AT A POINT WHICH IS EAST 180.20 FEET SOUTH 455.84 FEET, SOUTH 7°30' WEST 112.7 FEET; SOUTH 12°30' EAST 220.79 FEET AND WEST 143.35 FEET FROM THE NORTH QUARTER CORNER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTHWESTERLY 238.0 FEET ALONG AN ARC OF A 249.07 FOOT RADIUS CURVE, THENCE SOUTH 35°15' WEST 50.00 FEET, THENCE SOUTHWESTERLY 180.23 FEET ALONG AN ARC OF A 190.07 FOOT RADIUS CURVE, THENCE EAST 50.00 FEET TO THE POINT OF BEGINNING, BEING A PORTION OF LOT 608 AND 609, ARCADIA HEIGHTS PLAT F, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

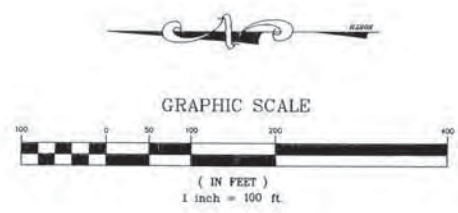
PROPERTY OWNER/AGENT  
TRES RUMNEY  
BONEY LUMBER COMPANY  
430 EAST 400 SOUTH  
SALT LAKE CITY, UT 84111



NOTES  
1. ALL PRIVATE ROADS IN THIS SUBDIVISION ARE TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

**LEGEND**

- PROPOSED 26' WIDE WATER LINE EASEMENT
- FIRE HYDRANT



|  |           |                       |                     |
|--|-----------|-----------------------|---------------------|
| Project Number<br>185-001271   | Rev<br>01 | Plot Date<br>07/11/05 | Drawn By<br>NMM/DGB |
| <p>IT IS A VIOLATION OF LAW FOR ANY PERSON TO REPRODUCE OR TRANSMIT THIS DOCUMENT IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE DESIGNER. ANY REPRODUCTION OR TRANSMISSION OF THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF THE DESIGNER IS PROHIBITED AND WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.</p> |           |                       |                     |
| <p>STATENC CONSULTING INC.<br/>3995 S 700 E Ste. 300<br/>Salt Lake City, UT<br/>84107-2540<br/>Tel. 801.261.0090<br/>Fax. 801.766.1671</p>   |           |                       |                     |
| <p>PARLEY'S POINTE - PHASE 1<br/>SUBDIVISION<br/>SALT LAKE COUNTY, UT</p>  |           |                       |                     |
| <p>Sheet Number<br/>4</p>  |           |                       |                     |



PROPERTY LEGAL DESCRIPTION:

BEGINNING AT A POINT WHICH IS SOUTH 89°41'00" EAST 130.000 FEET FROM THE NORTH QUARTER CORNER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 07°20'40" EAST 348.755 FEET; THENCE SOUTH 07°20'40" WEST 222.338 FEET; THENCE SOUTH 12°30'00" EAST 220.743 FEET; THENCE WEST 182.549 FEET TO THE WEST LINE OF THE EAST HALF OF SAID SECTION 23; THENCE ALONG SAID WEST LINE SOUTH 26°18'25" EAST 220.743 FEET; THENCE SOUTH 53°05'55" EAST 772.650 FEET; THENCE SOUTH 43°34'31" EAST 264.113 FEET; THENCE SOUTH 89°38'30" EAST 315.505 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 23; THENCE ALONG SAID WEST LINE NORTH 00°01'30" EAST 1634.502 FEET TO A POINT WEST OF THE EAST QUARTER CORNER OF SAID SECTION 23; THENCE EAST 1323.120 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 23; THENCE SOUTH 00°07'00" WEST ALONG THE EAST LINE OF SAID SECTION 23 2384.480 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT OF WAY OF INTERSTATE HIGHWAY; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 87°44'00" EAST 351.620 FEET; THENCE NORTH 72°30'00" EAST 148.720 FEET; THENCE NORTH 00°00'00" EAST 176.620 FEET; THENCE NORTH 85°44'00" EAST 109.020 FEET; THENCE NORTH 80°31'00" EAST 108.500 FEET; THENCE NORTH 80°55'00" EAST 448.280 FEET TO THE EAST LINE OF THE WEST HALF OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG SAID EAST LINE NORTH 00°02'12" EAST 2736.200 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF THE CHENNAI LODGE MINING NO. 5048; THENCE ALONG SAID CLARK NORTH 38°40'00" WEST 382.300 FEET; THENCE NORTH 50°07'00" EAST 518.100 FEET TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 24; THENCE ALONG SAID EAST LINE NORTH 00°02'12" EAST 392.810 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE WEST 1326.430 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE ALONG THE WEST LINE OF SAID SECTION 24 NORTH 00°03'00" EAST 1316.240 FEET TO THE NORTHWEST CORNER OF SAID SECTION 24; THENCE ALONG THE NORTH LINE OF SAID SECTION 23, NORTH 89°41'00" WEST 2516.600 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:  
BEGINNING AT THE NORTHEAST CORNER OF LOT 804, ARCADIA HEIGHTS SUBDIVISION, PLAT F, SALT LAKE CITY, UTAH, AND RUNNING THENCE SOUTH 89°41'10" EAST 597.617 FEET; THENCE SOUTH 00°18'50" WEST 73.84 FEET; THENCE NORTH 89°41'10" WEST 587.79 FEET TO THE SOUTHEAST CORNER OF SAID LOT 804; THENCE NORTH 07°20'40" WEST 74.148 FEET.

EXCEPTING THEREFROM:  
BEGINNING AT THE NORTHEAST CORNER OF LOT 602, ARCADIA HEIGHTS SUBDIVISION, PLAT F, SALT LAKE CITY, UTAH AND RUNNING THENCE SOUTH 89°41'10" EAST 516.82 FEET; THENCE SOUTH 00°18'50" WEST 85.23 FEET; THENCE NORTH 89°41'10" WEST 505.36 FEET TO THE SOUTHEAST CORNER OF SAID LOT 602; THENCE NORTH 07°20'40" WEST 86.00 FEET.

EXCEPTING THEREFROM:  
BEGINNING AT THE NORTHEAST CORNER OF LOT 603, ARCADIA HEIGHTS SUBDIVISION, PLAT F, SALT LAKE CITY, UTAH AND RUNNING THENCE SOUTH 89°41'10" EAST 516.82 FEET; THENCE SOUTH 00°18'50" WEST 85.23 FEET; THENCE NORTH 89°41'10" WEST 505.36 FEET TO THE SOUTHEAST CORNER OF SAID LOT 603; THENCE NORTH 07°20'40" WEST 86.00 FEET.

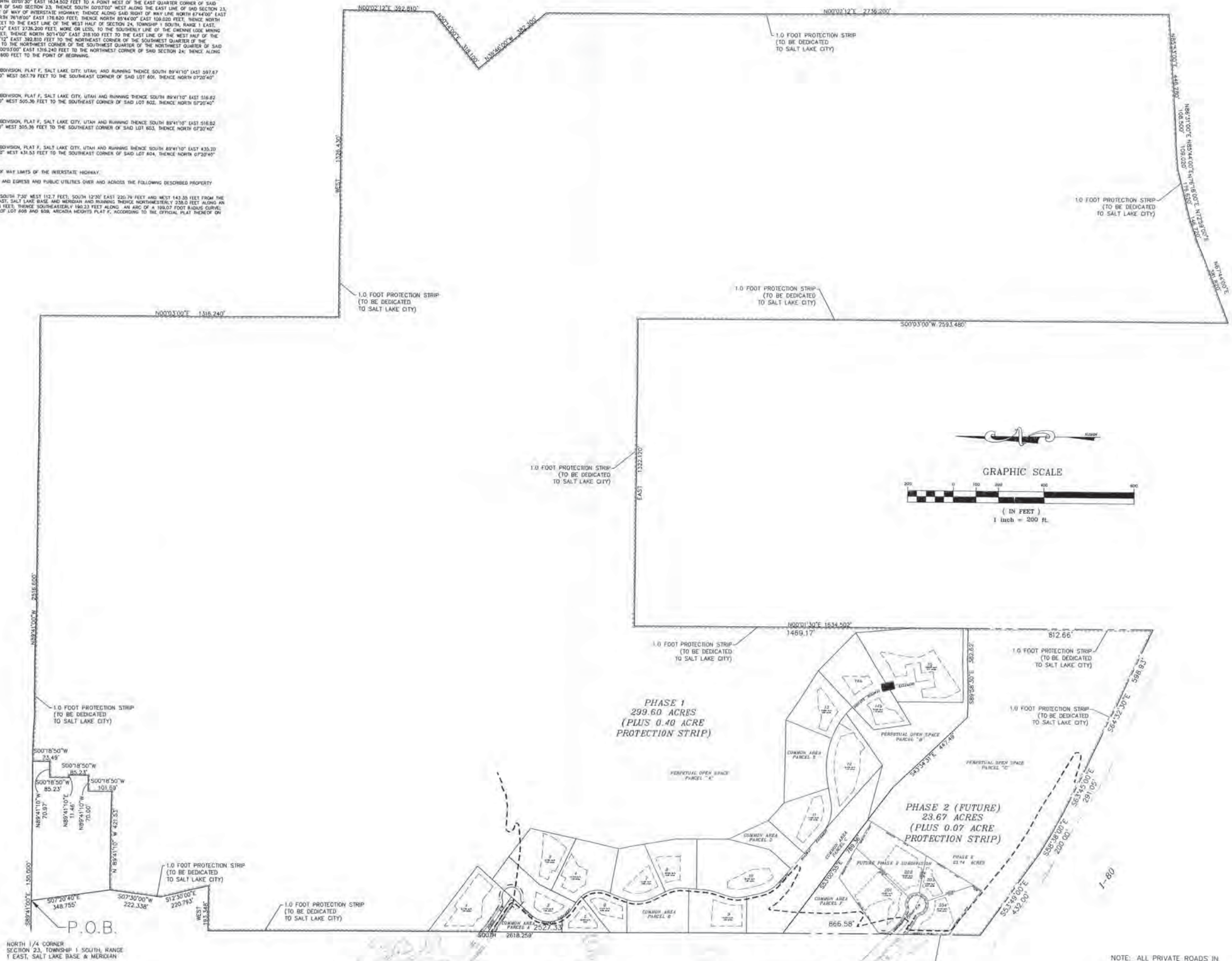
EXCEPTING THEREFROM:  
BEGINNING AT THE NORTHEAST CORNER OF LOT 604, ARCADIA HEIGHTS SUBDIVISION, PLAT F, SALT LAKE CITY, UTAH AND RUNNING THENCE SOUTH 89°41'10" EAST 435.20 FEET; THENCE SOUTH 00°18'50" WEST 101.54 FEET; THENCE NORTH 89°41'10" WEST 431.53 FEET TO THE SOUTHEAST CORNER OF SAID LOT 604; THENCE NORTH 07°20'40" WEST 102.81 FEET.

EXCEPTING THEREFROM:  
ANY PART OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN THE RIGHT OF WAY LIMITS OF THE INTERSTATE HIGHWAY.

TOGETHER WITH A PERPETUAL EASEMENT AND RIGHT OF WAY FOR HIGHWAY AND PUBLIC UTILITIES OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY SITUATE IN THE COUNTY OF SALT LAKE, STATE OF UTAH, TO-WIT:

BEGINNING AT A POINT WHICH IS EAST 140.20 FEET SOUTH 73°20' WEST 12.7 FEET; SOUTH 12°30' EAST 220.74 FEET AND WEST 143.35 FEET FROM THE NORTH QUARTER CORNER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTHEASTERLY 238.0 FEET ALONG AN ARC OF A 249.07 FOOT RADIUS CURVE; THENCE SOUTH 30°10' WEST 50.00 FEET; THENCE SOUTHEASTERLY 180.23 FEET ALONG AN ARC OF A 189.07 FOOT RADIUS CURVE; THENCE EAST 50.00 FEET TO THE POINT OF BEGINNING, BEING A PORTION OF LOT 609 AND 808, ARCADIA HEIGHTS PLAT F, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

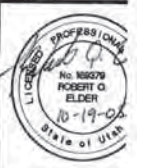
PROPERTY OWNER/AGENT  
DUES HOMER  
HOMER LINDER COMPANY  
430 EAST AND SOUTH  
SALT LAKE CITY, UT 84111



NOTE: ALL PRIVATE ROADS IN THIS SUBDIVISION ARE TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION

| Project Number | Project Name              | Project Date | Project By      | Project Date |
|----------------|---------------------------|--------------|-----------------|--------------|
| 23-98304       | Parley's Pointe - Phase 1 | 11/14/00     | Robert O. Elder | 11/14/00     |

| Project Number | Project Name              | Project Date | Project By      | Project Date |
|----------------|---------------------------|--------------|-----------------|--------------|
| 23-98304       | Parley's Pointe - Phase 1 | 11/14/00     | Robert O. Elder | 11/14/00     |



Starlec Consulting Inc.  
3995 S 700 E Ste. 300  
Salt Lake City, UT  
84107-2540  
Tel. 801.281.0090  
Fax. 801.286.1671  
www.starlec.com



PARLEY'S POINTE - PHASE 1  
SUBDIVISION  
SALT LAKE COUNTY, UT  
OVERALL PROPERTY BOUNDARY

Sheet Number

5

C 05-731

# Exhibit 6



Salt Lake County Council  
2001 South State Street  
Salt Lake City, Utah 84190

Salt Lake County Board of Health  
2001 South State Street  
Salt Lake City, Utah 84190

*Re: Parley's Pointe Subdivision*

To Whom It May Concern:

As you may be aware, Salt Lake City and the owners of certain undeveloped foothill property located at the mouth of Parley's Canyon have been involved in ongoing litigation concerning the availability of water, sewer and storm water services to the proposed Parley's Pointe Subdivision. The purpose of this letter is to inform you that the parties have negotiated a settlement of this dispute.

By this letter, Salt Lake City Public Utilities commits that it will provide water, sewer and storm services to the proposed Parley's Pointe Subdivision on the following terms:

1. The subdivision will consist of two phases, consisting of 16 lots located off Benchmark Drive, and four lots located off Scenic Drive, in a form substantially as set forth on Exhibits 1 and 2 attached hereto.
2. The property owners shall pay all customary costs and fees of extending water, sewer and storm water services to the property, and all the customary connection fees.
3. Sewer and storm water services shall only be made available to the property upon the approval of subdivision plats by Salt Lake County, and after annexation of these properties into the corporate limits of Salt Lake City.

If you have any questions concerning this matter, please let us know.

Sincerely yours,

LeRoy Hooton  
Public Utilities Director

# Exhibit 7

DALE F. GARDINER (#1147)  
PARRY ANDERSON & GARDINER  
1200 Eagle Gate Tower  
60 East South Temple  
Salt Lake City, Utah 84111  
Telephone: (801) 521-3434

Attorneys for Plaintiffs

---

IN THE UNITED STATES DISTRICT COURT FOR  
THE DISTRICT OF UTAH, CENTRAL DIVISION

---

ROMNEY LUMBER COMPANY, INC., a Utah  
Corporation; ROBERT W. CARSON, an  
individual; and HONORA M. CARSON, an  
individual,

Plaintiffs,

v.

SALT LAKE CITY CORPORATION, a  
municipality; and John Does 1-X,

Defendants.

STIPULATION FOR DISMISSAL

Case No. 2:00CV 695PGC

Judge Cassell

---

Pursuant to Rule 41 of the Federal Rules of Civil Procedure, the parties jointly stipulate and move the Court for an Order of Dismissal, dismissing the Plaintiff's Complaint, with prejudice and on the merits, with each party to bear their own costs and attorney's fees. The grounds for



this Stipulation and Motion are that the parties have amicably reached a settlement of all claims in this litigation.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2005.

PARRY ANDERSON & GARDINER

by: \_\_\_\_\_  
Dale F. Gardiner  
Attorney for Plaintiffs

DATED this \_\_\_\_ day of \_\_\_\_\_, 2005.

SALT LAKE CITY

by: \_\_\_\_\_  
Lynn Pace  
Attorney for Defendant Salt Lake City

**CERTIFICATE OF SERVICE**

I hereby certify that I served a true and correct copy of the foregoing **STIPULATION FOR DISMISSAL** via first-class mail, postage prepaid, this \_\_\_\_\_ day of \_\_\_\_\_, 2005, to the following:

Lynn H. Pace  
Salt Lake City Corp.  
451 South State Street, Suite 505A  
Salt Lake City, UT 84111

---

MAR 23 2006

CITY RECORDER

AMENDMENT NO. 1 TO THE SETTLEMENT AND ANNEXATION AGREEMENT

THIS AMENDMENT NO. 1 TO THE SETTLEMENT AND ANNEXATION AGREEMENT ("Agreement") is entered into between Salt Lake City Corporation, a Utah Municipality, Romney Lumber Company, a Utah Corporation, and Mr. Robert W. Carson and Mrs. Honora M. Carson, husband and wife, of Woodside California.

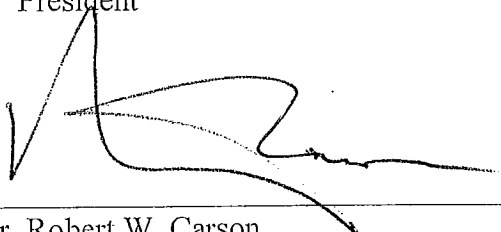
Paragraph 12 of the parties Settlement and Annexation Agreement is amended to read as follows:

"Paragraph 12. Dismissal of the Litigation. Within 30 days following the recording of the Phase I and Phase II subdivision plats and the City Council vote to annex the Subject Property, Romney/Carson shall file a Stipulation for Dismissal of the Litigation, with prejudice, in the form attached hereto as Exhibit 7. In the event that Salt Lake County does not grant final approval of the Phase I subdivision as set forth above in paragraph 4 by June 24, 2006, (unless this deadline is mutually extended by a written amendment to this Agreement) the Litigation shall continue and the Romney/Carson property will not be annexed under the petition for annexation called for in paragraph 1 of this Agreement."

All other provisions of the parties Settlement and Annexation Agreement are not amended and shall continue as binding and in effect. This Amendment No. 1 shall be attached to the parties Settlement and Annexation Agreement and become binding and effective upon execution by the parties.

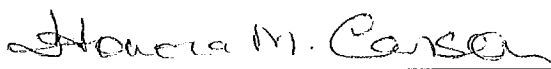
ROMNEY LUMBER CO.

By: \_\_\_\_\_  
President

  
Mr. Robert W. Carson

Date: 05-01-06

Date: 4-25-06

  
Mrs. Honora M. Carson

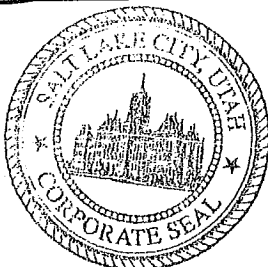
Date: 4/24/06

SALT LAKE CITY

By: *[Signature]*  
Mayor

Date: 3-21-06

ATTEST:



RECORDED

MAR 23 2006

*[Signature]*  
Salt Lake City Recorder

Date: CITY RECORDER

APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date 3-20-06  
By *[Signature]*



AUG 10 2006

**AMENDMENT NO. 2 TO THE SETTLEMENT AND ANNEXATION AGREEMENT**

THIS AMENDMENT NO. 2 TO THE SETTLEMENT AND ANNEXATION AGREEMENT ("Agreement") is entered into between Salt Lake City Corporation, a Utah Municipality, Romney Lumber Company, a Utah Corporation, and Mr. Robert W. Carson and Mrs. Honora M. Carson, husband and wife, of Woodside California.

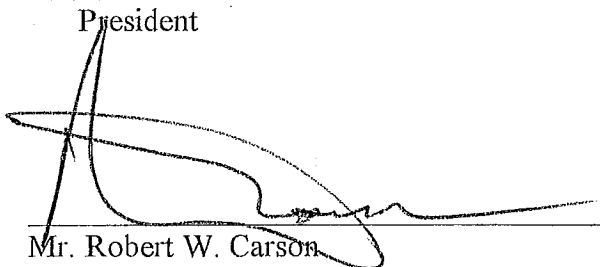
Paragraph 12 of the parties Settlement and Annexation Agreement is amended to read as follows:

"Paragraph 12. Dismissal of the Litigation. Within 30 days following the recording of the Phase I and Phase II subdivision plats and the City Council vote to annex the Subject Property, Romney/Carson shall file a Stipulation for Dismissal of the Litigation, with prejudice, in the form attached hereto as Exhibit 7. In the event that Salt Lake County does not grant final approval of the Phase I subdivision as set forth above in paragraph 4 by October 24, 2006, (unless this deadline is mutually extended by a written amendment to this Agreement) the Litigation shall continue and the Romney/Carson property will not be annexed under the petition for annexation called for in paragraph 1 of this Agreement."

All other provisions of the parties Settlement and Annexation Agreement are not amended and shall continue as binding and in effect. This Amendment No. 1 shall be attached to the parties Settlement and Annexation Agreement and become binding and effective upon execution by the parties.

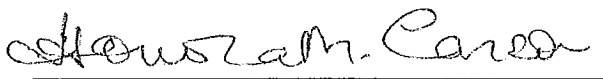
ROMNEY LUMBER CO.

By: \_\_\_\_\_  
President

  
Mr. Robert W. Carson

Date: 10 . 17 . 06

Date: 10/2/06

  
Mrs. Honora M. Carson

Date: 10/2/06

PROPERTY OF SALT LAKE  
CITY RECORDER'S OFFICE  
451 SO. STATE, RM 415  
SALT LAKE CITY, UTAH 84111

SALT LAKE CITY

By: [Signature]  
Mayor

Date: \_\_\_\_\_

ATTEST:  
[Signature]  
Salt Lake City Recorder

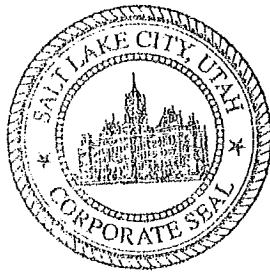
Date: 8-10-06

DEPUTY CITY RECORDER

RECORDED

AUG 10 2006

CITY RECORDER



APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date 7-13-06  
By [Signature]

PROPERTY OF SALT LAKE  
CITY RECORDER'S OFFICE  
451 SO. STATE, RM 415  
SALT LAKE CITY, UTAH 84111

FEB 08 2007

AMENDMENT NO. 3 TO THE SETTLEMENT AND ANNEXATION AGREEMENT

CITY RECORDER

THIS AMENDMENT NO. 3 TO THE SETTLEMENT AND ANNEXATION AGREEMENT ("Agreement") is entered into between Salt Lake City Corporation, a Utah Municipality, Romney Lumber Company, a Utah Corporation, and Mr. Robert W. Carson and Mrs. Honora M. Carson, husband and wife, of Woodside California.

Paragraph 12 of the parties Settlement and Annexation Agreement is amended to read as follows:

"Paragraph 12. Dismissal of the Litigation. Within 30 days following the recording of the Phase I and Phase II subdivision plats and the City Council vote to annex the Subject Property, Romney/Carson shall file a Stipulation for Dismissal of the Litigation, with prejudice, in the form attached hereto as Exhibit 7. In the event that Salt Lake County does not grant final approval of the Phase I subdivision as set forth above in paragraph 4 by March 26, 2007, (unless this deadline is mutually extended by a written amendment to this Agreement) the Litigation shall continue and the Romney/Carson property will not be annexed under the petition for annexation called for in paragraph 1 of this Agreement."

All other provisions of the parties Settlement and Annexation Agreement are not amended and shall continue as binding and in effect. This Amendment No. 3 shall be attached to the parties Settlement and Annexation Agreement and become binding and effective upon execution by the parties.

ROMNEY LUMBER CO.

By: [Signature]  
President

Date: 2.22.07

[Signature]  
Mr. Robert W. Carson

Date: 2-20-07

[Signature]  
Mrs. Honora M. Carson

Date: 2/20/07

PROPERTY OF SALT LAKE  
CITY RECORDER'S OFFICE  
451 SO. STATE, RM 415  
SALT LAKE CITY, UTAH 84111



SALT LAKE CITY

By: *R. C. Carl*  
Mayor

ATTEST:

*Christine Meeker*  
Salt Lake City Recorder

CHIEF DEPUTY

APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date 1-24-07  
By *[Signature]*

Date: \_\_\_\_\_



Date: \_\_\_\_\_

RECORDED

FEB 08 2007

CITY RECORDER

PROPERTY OF SALT LAKE  
CITY RECORDER'S OFFICE  
451 SO. STATE, RM 415  
SALT LAKE CITY, UTAH 84111

RECORDED

SEP 26 2007

**AMENDMENT NO. 4 TO THE SETTLEMENT AND ANNEXATION AGREEMENT**

**CITY RECORDER**

THIS AMENDMENT NO. 4 TO THE SETTLEMENT AND ANNEXATION AGREEMENT ("Agreement") is entered into between Salt Lake City Corporation, a Utah Municipality, Romney Lumber Company, a Utah Corporation, and Mr. Robert W. Carson and Mrs. Honora M. Carson, husband and wife, of Woodside California.

Paragraph 12 of the parties Settlement and Annexation Agreement is amended to read as follows:

"Paragraph 12. Dismissal of the Litigation. Within 30 days following the recording of the Phase I and Phase II subdivision plats and the City Council vote to annex the Subject Property, Romney/Carson shall file a Stipulation for Dismissal of the Litigation, with prejudice, in the form attached hereto as Exhibit 7: In the event that Salt Lake County does not grant final approval of the Phase I subdivision as set forth above in paragraph 4 by December 31, 2007, (unless this deadline is mutually extended by a written amendment to this Agreement) the Litigation shall continue and the Romney/Carson property will not be annexed under the petition for annexation called for in paragraph 1 of this Agreement."

All other provisions of the parties Settlement and Annexation Agreement are not amended and shall continue as binding and in effect. This Amendment No. 4 shall be attached to the parties Settlement and Annexation Agreement and become binding and effective upon execution by the parties.

ROMNEY LUMBER CO.

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

\_\_\_\_\_  
Mr. Robert W. Carson

Date: \_\_\_\_\_

\_\_\_\_\_  
Mrs. Honora M. Carson

Date: \_\_\_\_\_

SALT LAKE CITY

By:  Date: 9/9/07  
Mayor

ATTEST:

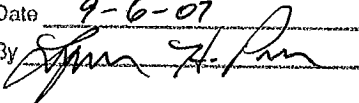
RECORDED

SEP 26 2007

  
ACTING Salt Lake City Recorder

Date: CITY RECORDER



APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date 9-6-07  
By 



**AMENDMENT NO. 5 TO THE SETTLEMENT AND ANNEXATION AGREEMENT**

THIS AMENDMENT NO. 5 TO THE SETTLEMENT AND ANNEXATION AGREEMENT ("Agreement") is entered into between Salt Lake City Corporation, a Utah Municipality, Romney Lumber Company, a Utah Corporation, and Mr. Robert W. Carson and Mrs. Honora M. Carson, husband and wife, of Woodside California.

Paragraph 12 of the parties Settlement and Annexation Agreement is amended to read as follows:

"Paragraph 12. Dismissal of the Litigation. Within 30 days following the recording of the Phase I and Phase II subdivision plats and the City Council vote to annex the Subject Property, Romney/Carson shall file a Stipulation for Dismissal of the Litigation, with prejudice, in the form attached hereto as Exhibit 7. In the event that Salt Lake County does not grant final approval of the Phase I subdivision as set forth above in paragraph 4 by May 2, 2008, (unless this deadline is mutually extended by a written amendment to this Agreement) the Litigation shall continue and the Romney/Carson property will not be annexed under the petition for annexation called for in paragraph 1 of this Agreement."

All other provisions of the parties Settlement and Annexation Agreement are not amended and shall continue as binding and in effect. This Amendment No. 5 shall be attached to the parties Settlement and Annexation Agreement and become binding and effective upon execution by the parties.

**RECORDED**

ROMNEY LUMBER CO.

DEC 28 2007

**CITY RECORDER**

By: \_\_\_\_\_

President

MELBAENE ROMNEY III

Date: \_\_\_\_\_

11.29.07

Mr. Robert W. Carson

Date: \_\_\_\_\_

12-3-07

Mrs. Honora M. Carson

Date: \_\_\_\_\_

12/3/07

SALT LAKE CITY

By: [Signature]  
Mayor

Date: \_\_\_\_\_

ATTEST:

[Signature]  
Salt Lake City Recorder

DEPUTY

RECORDED

DEC 28 2007

CITY RECORDER

Date: \_\_\_\_\_



APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date 12-18-07  
By [Signature]

RECORDED

SEP 21 2010

CITY RECORDER

AMENDMENT NO. 6 TO THE SETTLEMENT AND ANNEXATION AGREEMENT

THIS AMENDMENT NO. 6 TO THE SETTLEMENT AND ANNEXATION AGREEMENT ("Agreement") is entered into between Salt Lake City Corporation, a Utah Municipality, Romney Lumber Company, a Utah Corporation, and Mr. Robert W. Carson and Mrs. Honora M. Carson, husband and wife, of Woodside California.

Paragraph 4 of the parties Settlement and Annexation Agreement is amended to read as follows:

"Paragraph 4. Subdivision Approvals. As a condition of annexation, Romney/Carson shall file an application for and shall obtain final plat approval from Salt Lake County for a 13 lot subdivision generally described as the Parley's Pointe Subdivision Phase I ("Phase I") substantially in the form shown on Exhibit 9 (4 pages) attached hereto. The Phase I Plat shall contain a "Notice to Lot Purchasers" explaining that lot purchasers will be responsible for paying any lawfully required impact fees and utility connection fees. The notice shall also explain that City sewer and storm water services will not be available until the subdivision is annexed into the City. Romney/Carson shall also file an application for and shall obtain final plat approval from Salt Lake County for a 4-lot subdivision generally described as Parley's Pointe Subdivision Phase II ("Phase II") substantially in the form shown on Exhibit 2 attached to the Agreement. If the County refuses to grant approval for Phase I subdivision and the private roadway substantially in the form proposed on Exhibit 9, the Litigation shall continue."

Paragraph 6 of the parties Settlement and Annexation Agreement is hereby amended to read as follows:

"Paragraph 6. Roadways and Trails. The road accessing Phase I lots 2-13 of the Parley's Pointe Subdivision shall be a private road with gated access. However, pedestrian and bicycle access and access to trail heads shall be provided for as shown on Exhibit 9 attached hereto. A public 80-foot-diameter cul-de-sac will provide access to Parley's Pointe Subdivision Phase I lots 2-13. The trails shall be shown on the applicable recorded subdivision plat(s). Romney/Carson shall not be required to grant any other trail access through the Phase I or II subdivisions to the open space parcels, described in Paragraph 9, except as otherwise set forth in this Agreement."

All other provisions of the parties Settlement and Annexation Agreement are not amended and shall continue as binding and in effect. This Amendment No. 6 shall be attached to the parties Settlement and Annexation Agreement and become binding and effective upon execution by the parties.

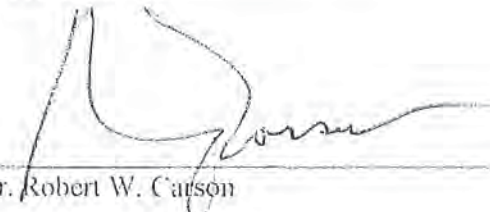


ROMNEY LUMBER CO,

By: \_\_\_\_\_

President

Date: 11 / 02 / 10

  
Mr. Robert W. Carson

Date: 9/20/10

  
Mrs. Honora M. Carson

Date: 9/20/10

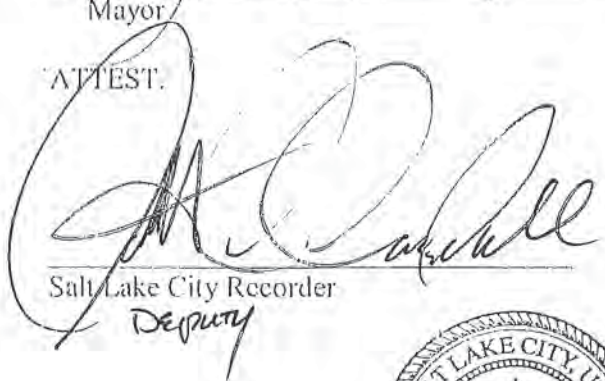
SALT LAKE CITY

By:  (ASTING)

Mayor

Date: 9-2-10

ATTEST.

  
Salt Lake City Recorder

Deputy

RECORDED

NOV 24 2010

Date: CITY RECORDER



APPROVED AS TO FORM  
Salt Lake City Attorney's Office

Date: 11-22-10

By: 

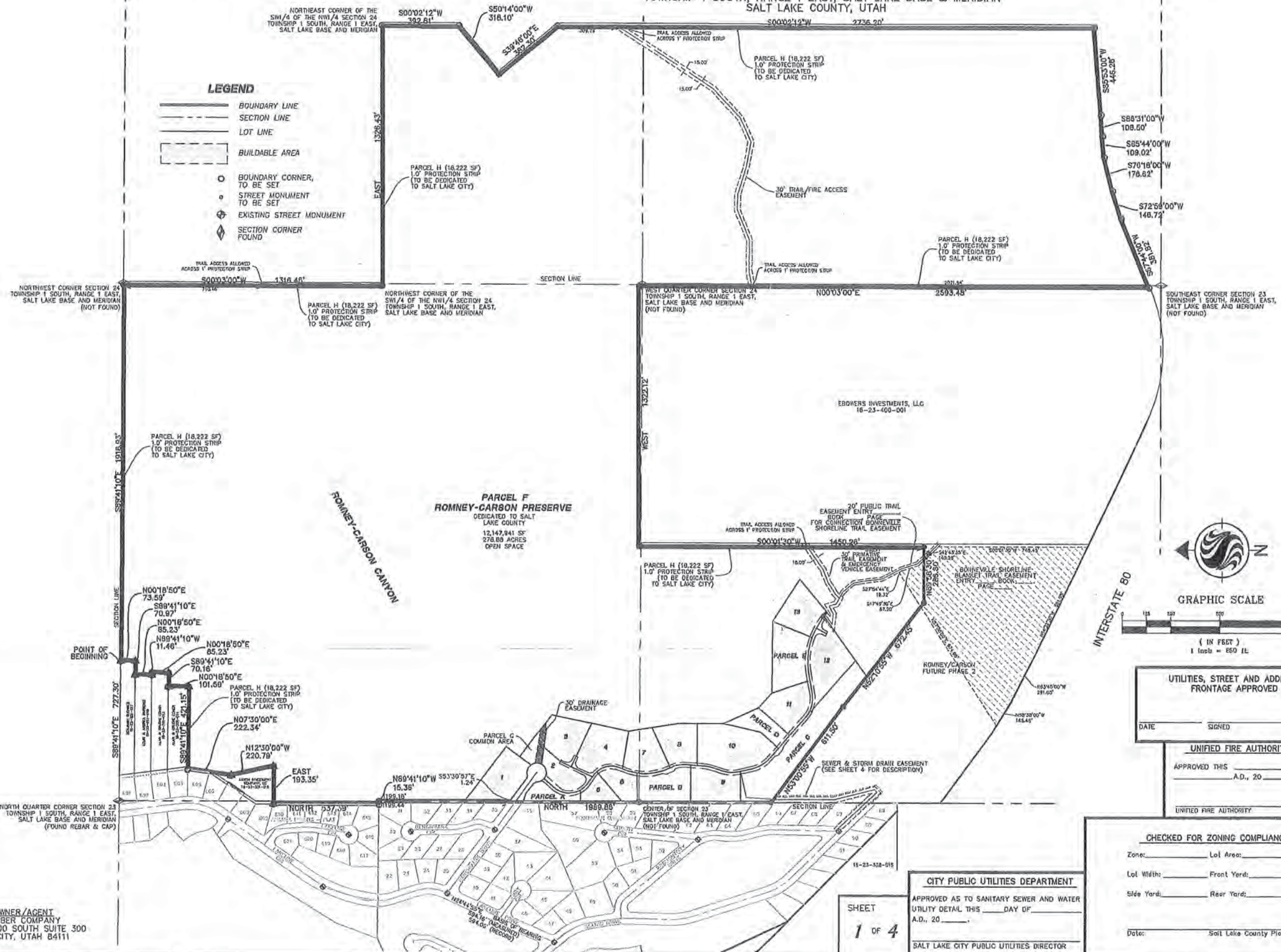
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# Exhibit 9



# PARLEY'S POINTE PLANNED DEVELOPMENT PHASE 1 SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER SECTION 23,  
AND ALSO THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE WEST HALF OF THE  
SOUTHWEST QUARTER OF SECTION 24  
TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN  
SALT LAKE COUNTY, UTAH

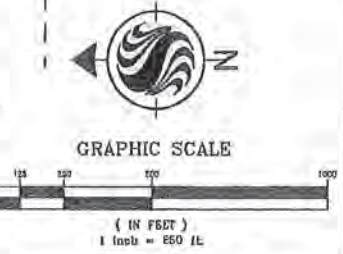


**SURVEYOR'S CERTIFICATE**  
I, Gregory A. Cates, do hereby certify that I am a Professional Land Surveyor, and that I have surveyed and staked on the ground as shown on this plat.  
**PARLEY'S POINTE PLANNED DEVELOPMENT PHASE 1 SUBDIVISION**  
and that same has been surveyed and staked on the ground as shown on this plat.

**BOUNDARY DESCRIPTION**  
Beginning at a point S89°41'10"E 727.30 feet along the North Section Line from the North Quarter Corner of Section 23, Township 1 South, Range 1 East, Salt Lake Base and Meridian; and running thence S89°41'10"E 1918.93 feet along said North Line to the Northwest Corner of Section 24, Township 1 South, Range 1 East, Salt Lake Base and Meridian; thence S00°03'00"W 1316.46 feet along the West Section Line to the Northwest Corner of the Southwest Quarter of the Northwest Quarter of said Section 24; thence East 1326.43 feet to the Northeast Corner of the Southwest Quarter of the Northwest Quarter of said Section 24; thence S00°02'12"W 382.81 feet along the East Line of the West Half of the West Half of said Section 24 to the Northwest Line of the Gwennie Loda Mining Claim No. 5048; thence S50°14'00"W 318.10 feet along said Northwesterly Line; thence S39°46'00"E 382.30 feet along the Southeasterly Line of said claim to said East Line; thence S00°02'12"W 2735.20 feet along said East Line to the Northerly Right-of-Way Line of Interstate Highway 80; thence the following six courses along said Northerly Right-of-Way Line: (1) S85°33'00"W 446.28 feet; (2) thence S85°31'00"W 108.50 feet; (3) thence S85°44'00"W 109.02 feet; (4) thence S76°18'00"W 176.62 feet; (5) thence S72°59'00"W 146.72 feet; (6) thence S67°44'00"W 381.82 feet to the East Line of said Section 23; thence N00°03'00"E 2593.48 feet along said East Section Line to the East Quarter Corner of said Section 23; thence West 1322.12 feet along the Center of Section Line to the West Line of the East Half of the Southeast Quarter of said Section 23; thence S00°01'30"W 1450.26 feet along said West Line; thence N89°58'30"W 285.60 feet; thence N52°10'55"W 672.45 feet; thence N53°00'55"W 611.50 feet to the Easterly Boundary Line of Benchmark Subdivision, recorded in Book 79-12 at Page 365 in the Office of the Salt Lake County Recorder; thence, along said Easterly Boundary Line the following two (2) courses: (1) North 1989.86 feet, (2) N89°41'10"W 15.35 feet to the Easterly Boundary Line of Arcadia Heights Plot F Subdivision, recorded in Book 79-12 at Page 33 in the Office of the Salt Lake County Recorder; thence, along said Easterly Boundary Line, North 537.39 feet to the Northeast Corner of Lot 610 of said Arcadia Heights Plot F Subdivision; thence East 193.35 feet; thence N12°30'00"W 220.79 feet; thence N07°30'00"E 222.34 feet; thence S89°41'10"E 421.15 feet; thence N00°18'50"E 101.59 feet; thence S89°41'10"E 70.16 feet; thence N00°18'50"E 85.23 feet; thence N89°41'10"W 11.46 feet; thence N00°18'50"E 85.23 feet; thence S89°41'10"E 70.97 feet; thence N00°18'50"E 73.59 feet to the Point of Beginning.  
Contains: 298.53 Acres and 13 Lots.  
Excepting therefrom:  
Any part of the above described property lying within the Right-of-Way Limits of the Interstate 80.



(NOTE: See Sheet 2 of 4 for Owner's Deductions.)



UTILITIES, STREET AND ADDRESS FRONTAGE APPROVED

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_

UNIFIED FIRE AUTHORITY

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20 \_\_\_\_\_

UNIFIED FIRE AUTHORITY \_\_\_\_\_

CHECKED FOR ZONING COMPLIANCE

Zone: \_\_\_\_\_ Lot Area: \_\_\_\_\_

Lot Width: \_\_\_\_\_ Front Yard: \_\_\_\_\_

Side Yard: \_\_\_\_\_ Rear Yard: \_\_\_\_\_

Date: \_\_\_\_\_ Salt Lake County Planning \_\_\_\_\_

CITY PUBLIC UTILITIES DEPARTMENT

APPROVED AS TO SANITARY SEWER AND WATER UTILITY DETAIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20 \_\_\_\_\_

SALT LAKE CITY PUBLIC UTILITIES DIRECTOR \_\_\_\_\_

PROPERTY OWNER/AGENT  
ROMNEY LUMBER COMPANY  
660 EAST 200 SOUTH SUITE 300  
SALT LAKE CITY, UTAH 84111



| Project Number | 86501271   | PM       | JRJ      |
|----------------|------------|----------|----------|
| File Name      | 01271-1016 |          |          |
| Designed By    | RQE        | Drawn By | KPW      |
| Checked By     | GAC        | Date     | 11/18/09 |
| Revisions      |            | By       |          |
|                |            |          |          |
|                |            |          |          |
|                |            |          |          |

COUNTY PLANNING COMMISSION

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20 \_\_\_\_\_ BY THE SALT LAKE COUNTY PLANNING AND ZONING COMMISSION

CHAIR, SALT LAKE COUNTY PLANNING COMMISSION \_\_\_\_\_

HEALTH DEPARTMENT

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20 \_\_\_\_\_

SALT LAKE VALLEY HEALTH DEPT. \_\_\_\_\_

COUNTY PLANNING & DEVELOPMENT SERVICES DIVISION

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

DATE \_\_\_\_\_ ASSOCIATE DIRECTOR \_\_\_\_\_

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20 \_\_\_\_\_

SALT LAKE COUNTY DISTRICT ATTORNEY \_\_\_\_\_

SALT LAKE COUNTY MAYOR

PRESENTED TO THE SALT LAKE COUNTY MAYOR THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20 \_\_\_\_\_ AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTEST: \_\_\_\_\_ MAYOR OR DESIGNEE \_\_\_\_\_

RECORDED #

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF: \_\_\_\_\_

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_

FEES \_\_\_\_\_ SALT LAKE COUNTY RECORDER \_\_\_\_\_







## ***PARLEY'S POINTE PLANNED DEVELOPMENT PHASE 1 SUBDIVISION***

LOCATED IN THE NORTHEAST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER SECTION 23,  
AND ALSO THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE WEST HALF OF THE  
SOUTHWEST QUARTER OF SECTION 24  
TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN  
SALT LAKE COUNTY, SALT LAKE COUNTY, UTAH

Notice to Purchasers: County Requirements

1. Individual home site fencing shall comply with requirements of the FCOZ Ordinances.
2. All common area drainage items such as retaining walls, entrance gages and fencing shall have a common theme of materials, colors and aesthetic design.
3. Common areas "A", "B", "C", "D", "E", and "G" are to remain open space in perpetuity to be maintained by the homeowners' association.
4. Parcel "F" is to be dedicated to Salt Lake County as Perpetual Open Space.
5. Maximum lot disturbance areas:
  - lot size > 1 acre = 12,000 sq. ft.
  - lot size < 1 acre = 10,000 sq. ft.
6. Both trunk around areas and right-of-way shall remain unobstructed at all times. No parking to be allowed on street except in approved turn-pools.
7. All roads in this subdivision maintained "private" are to be maintained by the homeowners' association.
8. Lot owners to maintain their respective storm water detention structures as well as down stream storm drain cleanouts. Neither Salt Lake County or Salt Lake City will assume any responsibility for the maintenance of the private storm drain systems. All storm drainages is private except that which is located within the public right-of-way.
9. Homes within this subdivision are required to have automatic fire sprinkler systems unless proof of adequate fire flow for the proposed home size is provided with the building permit application.
10. Trails as shown on this plot shall be constructed by developer as part of the approval of the project. In accordance with the approved plans, Easements for public access as shown on the Final Plat are granted to Salt Lake County & Salt Lake City.

PARCEL F

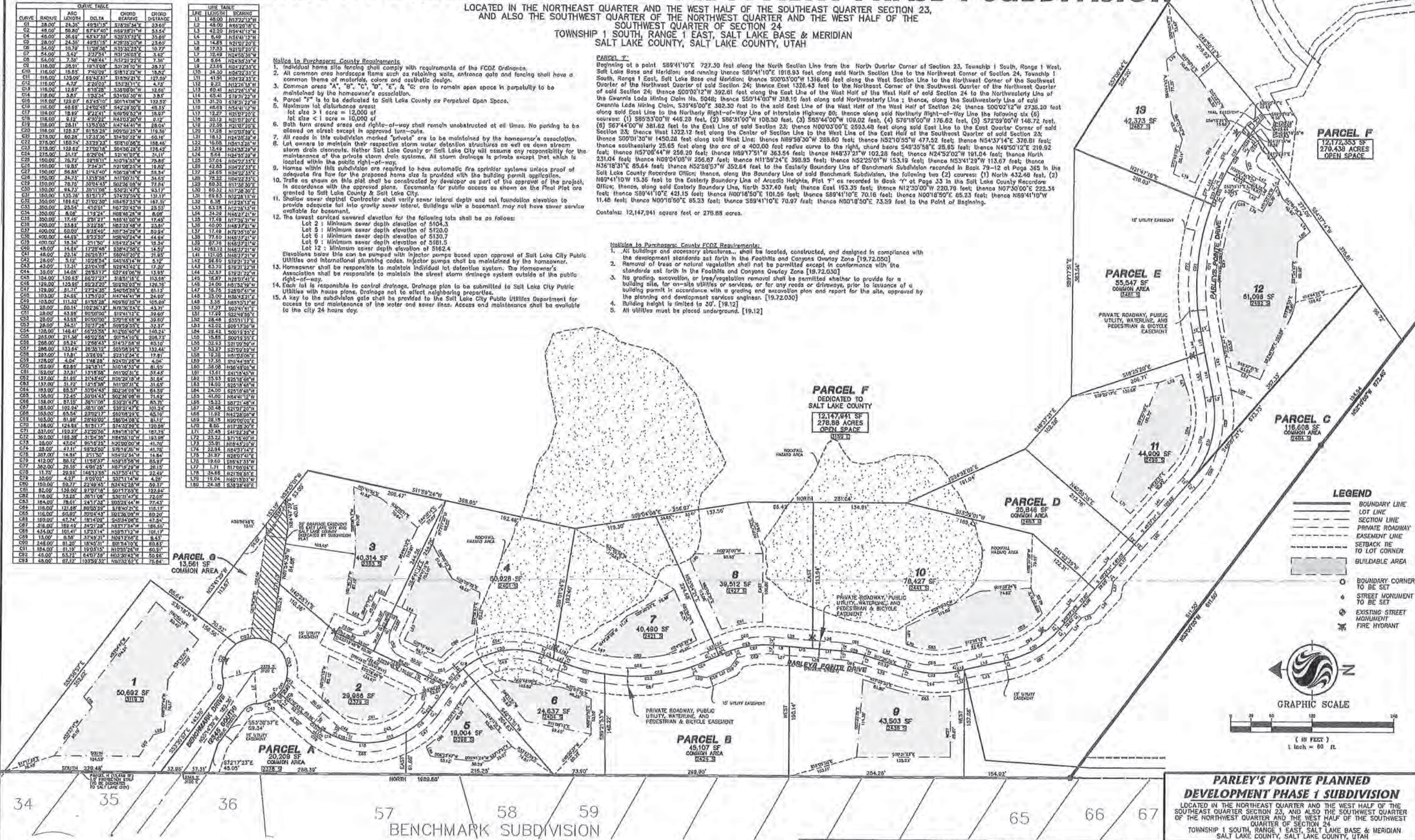
[illegible]

Contains 12,147,941 square feet or 278.88 acres.

12. The lowest covered sewer elevation for the following lots shall be as follows:
  - Lot 2 : Minimum sewer depth elevation of 5104.3
  - Lot 3 : Minimum sewer depth elevation of 5120.0
  - Lot 4 : Minimum sewer depth elevation of 5130.7
  - Lot 5 : Minimum sewer depth elevation of 5130.7
  - Lot 6 : Minimum sewer depth elevation of 5181.5
  - Lot 7 : Minimum sewer depth elevation of 5181.5
  - Lot 8 : Minimum sewer depth elevation of 5182.4
  - Lot 9 : Minimum sewer depth elevation of 5182.4
  - Lot 10 : Minimum sewer depth elevation of 5182.4
  - Lot 11 : Minimum sewer depth elevation of 5182.4
  - Lot 12 : Minimum sewer depth elevation of 5182.4
13. Elevation below this lot can be pumped and vented based upon approval of Salt Lake City Public Utilities and International plumbing codes. Inletor pumps shall be maintained by the homeowner.
14. Homeowner shall be responsible to maintain individual lot detention system. The Homeowner's Association shall be responsible to maintain the street storm drainage system outside of the public right-of-way.
15. Each lot is responsible to control drainage. Drainage plan to be submitted to Salt Lake City Public Utilities with house plan. Drains not to affect neighboring properties.
16. A key to the submittal shall be provided to the Salt Lake City Public Utilities Department for access to and maintenance of line water and sewer lines. Access and maintenance shall be available to the city 24 hours day.

Notice to Purchaser: County FCOZ Requirements:

1. All buildings and accessory structures... shall be located, constructed, and designed in compliance with the development standards set forth in the Foothills and Canyons Overlay Zone [19.72.050]
2. Removal of trees or shrub vegetation... shall not be permitted except in conformance with the standards set forth in the Foothills and Canyons Overlay Zone [19.72.030]
3. No grading, excavation, or tree/vegetation removal shall be permitted otherwise to provide for a building site, for on-site utilities or services, or for any roads or driveways, prior to issuance of a permit in accordance with a grading and excavation plan and report for the site, approved by the planning and development services engineer. [19.72.030]
4. Building height is limited to 30'. [19.12]
5. All utilities must be placed underground. [19.12]



PROPERTY OWNER/AGENT  
ROMNEY LUMBER COMPANY  
660 EAST 200 SOUTH SUITE 300  
SALT LAKE COUNTY, UTAH 84111

SHEET  
3 OF 4



Stanlec Consulting Inc.  
3985 S 700 E Ste. 300  
SALT LAKE COUNTY, UT  
84107-2540  
Tel. 801.281.0080  
Fax. 801.281.1671  
www.stanlec.com

|                            |                  |     |           |    |      |
|----------------------------|------------------|-----|-----------|----|------|
| Project Number<br>ESS01271 | FW<br>JRU        |     |           |    |      |
| Filename<br>01271v-103fb   |                  |     |           |    |      |
| Designed By<br>RGE         | Drawn By<br>KFW  |     |           |    |      |
| Checked By<br>GAC          | Date<br>10/20/09 | No. | Revisions | By | Date |

**PARLEY'S POINTE PLANNED  
DEVELOPMENT PHASE 1 SUBDIVISION**

LOCATED IN THE NORTHEAST QUARTER AND THE WEST HALF OF THE  
SOUTHEAST QUARTER SECTION 23, AND ALSO THE SOUTHWEST QUARTER  
OF THE NORTHWEST QUARTER AND THE WEST HALF OF THE SOUTHWEST  
QUARTER OF SECTION 24  
TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN  
SALT LAKE COUNTY, SALT LAKE COUNTY, UTAH

RECORDED #

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE  
REQUEST OF :

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_  
FEE\$ \_\_\_\_\_ SALT LAKE COUNTY RECORDER







## AMENDMENT NO. 7 TO SETTLEMENT AND ANNEXATION AGREEMENT

**THIS AMENDMENT NO. 7 TO SETTLEMENT AND ANNEXATION AGREEMENT** (this “**Amendment**”) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between SALT LAKE CITY CORPORATION, a Utah municipality (“**City**”) and ROMNEY LUMBER COMPANY, a Utah corporation with its principal place of business at 702 E. South Temple, Suite B10, Salt Lake City, Utah 84102 and Ms. HONORA M. CARSON, an individual, of 1510 Oak Creek Drive, #409, Palo Alto, CA 94304. Romney Lumber Company and Ms. Carson are hereinafter jointly referred to as “**Romney/Carson**”.

RECORDED

AUG 15 2018

CITY RECORDER

### RECITALS

A. Romney/Carson and City entered into that certain Settlement and Annexation Agreement, recorded in the Office of the City Recorder on October 21, 2005 (the “**Annexation Agreement**”). Capitalized terms used, but not otherwise defined herein, shall have their meanings set forth in the Annexation Agreement.

B. Pursuant to the Annexation Agreement, Romney/Carson petitioned for, and City adopted an ordinance approving the annexation of the Subject Property into the corporate limits of the City subject to the satisfaction of certain conditions (the “**Required Conditions**”) with a specified period of time (the “**Performance Period**”).

C. The Performance Period, as previously extended, expires on May 10, 2018, and while Romney/Carson has made significant progress towards satisfaction of the Required Conditions, such conditions have not been satisfied in full.

D. Contemporaneously with the execution of this Amendment, City has approved by Resolution a four (4) year extension of the Performance Period, subject to the execution of this Amendment.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Romney/Carson and City hereby agrees as follows:

### AGREEMENT

1. **Amendment and Restatement of Section 4 of the Annexation Agreement.** Section 4 of the Annexation Agreement is hereby amended and restated in its entirety as follows:

4. Subdivision Approvals. As a condition of annexation, Romney/Carson shall file an application for and shall obtain final plat approval from Salt Lake County for a 15 lot subdivision generally described as the Parley’s Pointe Subdivision Phase I (“Phase I”) substantially in the form shown on Exhibit

1 attached hereto. The Phase I Plat shall contain a “Notice to Lot Purchasers” explaining that lot purchasers will be responsible for paying any lawfully required impact fees and utility connection fees. Romney/Carson shall also file an application for and shall obtain final plat approval from Salt Lake County for a 4-lot subdivision generally described as Parley’s Pointe Subdivision Phase II (“Phase II”) substantially in the form shown on Exhibit 2 attached hereto. If the County refuses to grant approval for the Phase I subdivision and the private roadway substantially in the form proposed on Exhibit 1, the Litigation shall continue.

2. **Amendment and Restatement of Section 8 of the Annexation Agreement.** Section 8 of the Annexation Agreement are hereby amended and restated in its entirety as follows:

8. Utilities. As part of Romney/Carson’s subdivision application, the City has submitted a letter, attached hereto as Exhibit 6, addressed to the Salt Lake County Board of Health and County Council committing the City to provide water, sewer and storm drain services in accordance with plans approved by the City’s Department of Public Utilities to the Phase I and Phase II subdivisions upon final approval of the subdivision plats and annexation to the City. Annexation of the Subject Property is conditioned upon: (a) receiving final County approval of the Phase I subdivision; and (b) either (i) construction of the public and private portions of the Phase I Roadway and corresponding utility lines; or (ii) obtaining and filing with the City and/or County, as the case may be, improvement completion assurances in an amount and form reasonably acceptable to the City or County, as the case may be, for any public roadways and



corresponding utility lines within such Phase I subdivision. The parties acknowledge that the Phase I subdivision and the Phase II subdivision may be developed and constructed by Romney/Carson in either order and that City sewer and storm water services will not be made available to Phase I or Phase II, as applicable, until the final plat of subdivision for the applicable Phase has been recorded in the office of the Salt Lake County recorder and the Dedication Deeds corresponding to such phase, each as applicable, have been deposited with the Escrow Holder.

**3. Amendment and Restatement of Section 9 of the Annexation Agreement.** Section 9 of the Annexation Agreement is hereby amended and restated in its entirety as follows:

9. Romney/Carson Open Space Donation. The parties acknowledge that Romney/Carson has always intended to donate or convey a substantial portion of their property for committed use as undeveloped open space. As a condition of annexation, Romney/Carson confirms that they will donate to the City as perpetual open space approximately 297.63 acres of land comprised of:

1. Lots 14a, 14b and 15 of the Parley's Point Subdivision Phase I, being approximately 6.12 acres of land;
2. Parcel F, being approximately 272.76 acres of land located adjacent to and running from the proposed Phase I to the border of adjacent United States Forest Service property; and
3. Parcel G, being approximately 18.59 acres of land in the Parley's Point Subdivision Phase II.

The above represents all of the remainder of the Subject Property beyond what is designated as building lots, common areas, roadway and related roadway

improvements in the Phase I and Phase II subdivision plats shown on Exhibits 1 and 2. The properties to be donated and dedicated as perpetual open space in connection with the Phase I subdivision are identified on Exhibit 1-A as lots 14a, 14b, and 15 and as Perpetual Open Space Parcel F. The properties to be donated and dedicated as perpetual open space in connection with the Phase II subdivision are identified on Exhibit 2-A as Perpetual Open Space Parcel G. The donation or conveyance of these open space properties shall occur within three hundred and eighty (380) days after recordation of each subdivision plat, as applicable, unless the time for doing so is mutually extended by the parties. The contemplated conveyances will be made subject to a restrictive covenant requiring the preservation of the properties as perpetual open space by the City. All parties further acknowledge that development of a substantial portion of the property to be donated or conveyed as described above may be problematic, that the City or Salt Lake County possesses the power to obtain such land by purchase or eminent domain in any event, and that the Agreement herein by Romney/Carson to make such a donation for the purposes of preserving open space does not represent a concession or modification from their pre-existing intent and commitment to make such a conveyance for the benefit of the public. Under no condition may the conveyed open space be used for any type of residential, commercial or manufacturing uses by City or its successors or assigns. The conveying document shall contain a reversionary clause providing that title to the property shall revert back to Romney/Carson, in accordance with their respective interest in the property prior to the conveyance for open space, if the land is ever used for a



prohibited purpose. For purposes of assuring the City that the open space dedication shall occur, Romney/Carson shall deliver to Landmark Title Company, Attn. Jeff Jensen, 675 East 2100 South, Suite 200, Salt Lake City, Utah 84106 (the “Escrow Holder”) the instruments pursuant to which Romney/Carson shall make the required dedication (the “Dedication Deeds”) prior to the recordation of the final plat of subdivision for the Phase I and Phase II subdivisions, as applicable, together with an instruction to deliver such Dedication Deed to City on the three hundred eightieth (380<sup>th</sup>) day following the date such final plat of subdivision is recorded in the office of the Salt Lake County Recorder.

4. **Deletion of Section 10 of the Annexation Agreement.** Section 10 of the Annexation Agreement is hereby deleted in its entirety, the parties having determined that it is no longer necessary given the direct dedication of open space to City contemplated in Section 9 of the Annexation Agreement, as amended and restated pursuant to Section 2 of this Amendment. References and depictions of the “protection strips” on the Exhibits to the Annexation Agreement shall be disregarded for all purposes.

5. **Update of Exhibits 1 and 2 of the Annexation Agreement.** Exhibits 1 and 2 of the Annexation Agreement are hereby replaced by Exhibits 1-A and 2-A attached to this Amendment.

6. **Trail Improvements and Relocations.** Notwithstanding anything in the Annexation Agreement to the contrary or the proposed location of any future trail on any Exhibit thereto or on the plats of subdivision for the Parley’s Point Subdivision, the parties agree that from and after the conveyance of lots 14a, 14b, 15 and Perpetual Open Space Parcel F to the City, the City may improve, modify, repair, replace and relocate the existing trails on such lots and parcels so as to create and maintain such trails in a safe and functional condition, as reasonably determined by the City. Notwithstanding the foregoing, the City shall not take any action to create or construct additional trails on the foregoing lots and parcels without the prior written approval of the Parley’s Point home owners association if such new or additional trails are closer than 100 feet from the exterior boundary of the Parley’s Point Subdivision.

7. **Ratification of Annexation Agreement.** Any and all other terms and provisions of the Annexation Agreement are hereby amended and modified wherever necessary, and even though not specifically addressed herein, so as to conform to the provisions of this Amendment. Except as expressly modified and amended hereby, all other terms and conditions of the Annexation Agreement shall continue in full force and effect.

8. **Counterparts; Electronic Transmission.** This Amendment may be executed in counterparts each of which shall be deemed an original. An executed counterpart of this Amendment transmitted by facsimile or electronic mail shall be equally as effective as a manually executed counterpart.

9. **Binding on Successors and Assigns.** The Annexation Agreement and this Amendment run with the land and shall inure for the benefit of and shall be binding on each of the parties hereto and their respective successors and/or assigns.

10. **Due Authorization.** Each individual executing this Amendment does thereby represent and warrant to each other person so signing (and to each other entity for which such other person may be signing) that he or she has been duly authorized to deliver this Amendment in the capacity and for the entity set forth where she or he signs.

11. **Applicable Law.** This Amendment shall be governed by and interpreted in accordance with the laws of the State of Utah.

[Signatures appear on the next page.]



IN WITNESS WHEREOF, this Amendment has been executed as of the date first set forth above.

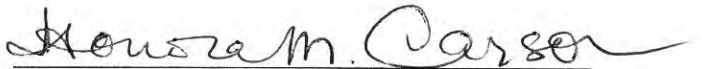
**ROMNEY/CARSON:**

ROMNEY LUMBER COMPANY, a Utah corporation

By: 

Name: Anthony M. Romney

Title: Vice President



Honora M. Carson, an individual

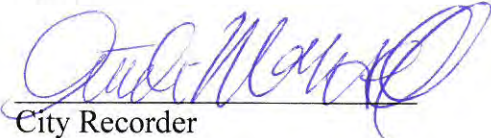
**CITY:**

SALT LAKE CITY, a Utah municipality

By: 

Jacqueline M. Biskupski, Mayor

Attest:

  
City Recorder

APPROVED AS TO FORM  
Salt Lake City Attorney's Office

Date: August 8, 2018

By: 

**RECORDED**  
**AUG 15 2018**  
**CITY RECORDER**



Exhibit 1-A  
To  
Amendment to Settlement and Annexation Agreement

(Phase I Subdivision Plat)

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(See attached.)



R AND THE WEST HALF OF THE SOUTHEAST QUARTER SECTION 23, AND ALSO THE SOUTHWEST QUARTER WEST QUARTER AND THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 24 TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN

Journal of Management Education 33(1)

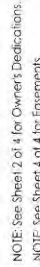
## PARLEY'S POINTE PHASE 1 SUBDIVISION

### BOUNDARY DESCRIPTION

A pencil-and-ink drawing of an early 19th-century scene in the House of Commons. The view is from the front of the chamber, looking down the length of the room. The Speaker's Chair is at the far end, and the Members of Parliament are seated in rows on either side. The room is large and ornate, with high ceilings and decorative elements. The drawing is a detailed sketch, showing the layout of the chamber and the positions of the members.

[illegible]

Copyright © 2002 Blackwell Science Ltd



NOTE: See Sheet 2 of 4 for Owner's Dedications.  
NOTE: See Sheet 4 of 4 for Easements.

**PARLEY'S POINTE PHASE 1 SUBDIVISION**

RECORDED # \_\_\_\_\_  
 OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE  
 JUST OF \_\_\_\_\_  
 \_\_\_\_\_ DATE \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 SALT LAKE COUNTY RECORDER  
 FEB \$ \_\_\_\_\_



RECORD OF SURVEY  
A RECORD OF SURVEY PLAT WAS  
RECORDED AS MAP #52006-08-0763 IN  
THE SALT LAKE COUNTY SURVEYORS'  
OFFICE

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_

UTILITIES, STREET AND ADDRESS  
FRONTAGE APPROVED

UNIFIED FIRE AUTHORITY  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
A D 20 \_\_\_\_\_

NAME \_\_\_\_\_ LOT AREA \_\_\_\_\_  
 W/1/1 \_\_\_\_\_ PLOUGH ROAD \_\_\_\_\_

CITY PUBLIC UTILITIES DEPARTMENT

**DIVISION** \_\_\_\_\_  
**APPROVAL AS TO FORM THIS** \_\_\_\_\_  
**DAY OF** \_\_\_\_\_ A.D.

**COUNTY PLANNING & DEVELOPMENT SERVICES**

HEALTH DEPARTMENT

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

20

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
A.D. 20\_\_\_\_ BY THE SALT LAKE COUNTY PLANNING  
AND ZONING COMMISSION

[illegible]

|   |    |                |              |
|---|----|----------------|--------------|
| 7 | PH | Project Number | 2015-000118  |
| 6 | 58 | File Name      | 0218-1-10140 |
| 5 | 4  | Designed By    | Drone By     |
| 4 | 3  |                | 210          |
| 3 | 2  |                | 270          |

|            |          |
|------------|----------|
| Checked By | Date     |
| CAC        | 11/22/17 |
| No.        |          |







THE EAST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER SECTION 23, AND ALSO THE SOUTHWEST QUARTER OF THE NORTH-WEST QUARTER AND THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 24  
TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN  
SALT LAKE CITY, SALT LAKE COUNTY, UTAH

PROSPECT QUINCY AGENCY  
EDWARD LUMBER COMPANY  
10000 W. 10TH AVE.  
SALT LAKE CITY, UT 84114 580

OFF FILE YES \_\_\_\_\_ DATE TO \_\_\_\_\_  
P.D. NO. \_\_\_\_\_

Shelton Consulting  
3995 S 700 E Ste 300  
Salt Lake City, Utah  
84107-2540

SALT LAKE CITY PUBLIC UTILITIES DEPARTMENT



Exhibit 2-A  
To  
Amendment to Settlement and Annexation Agreement  
(Phase II Subdivision Plat)

---

(See attached.)





**PRELIMINARY**  
3153 EAST I-80 EAST, SALT LAKE COUNTY, UTAH  
LOCATED IN THE SE1/4 OF SECTION 23, T1S, R1E,  
S L.B. & M.



| Curve Table |        |       |           |            |                   |
|-------------|--------|-------|-----------|------------|-------------------|
| CURVE       | RADIUS | DELTA | LENGTH    | CORRECTION | CORRECTION/LENGTH |
| C1          | 15.000 | 0.254 | 53.935 FE | 0.254      | 4.66              |
| C2          | 4.000  | 0.254 | 1.407 FE  | 0.254      | 11.13             |
| C3          | 0.100  | 0.254 | 0.254 FE  | 0.254      | 11.13             |
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| C100        | 0.100  | 0.254 | 0.254 FE  | 0.254      | 11.13             |

### LEGEND

**ACKNOWLEDGMENT-TRUSTEE**

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, PERSONALLY APPEARED BEFORE ME \_\_\_\_\_, a Notary Public in and for the State of Texas, \_\_\_\_\_, known to me (or proven on the basis of satisfactory evidence) and who by his duly acknowledged and signed instrument acknowledged to me that he was the \_\_\_\_\_ of the within instrument, who duly acknowledged the execution of the within instrument, and that he was in accordance with the power vested in him by the terms of said trust agreement.

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC  
RESIDING IN \_\_\_\_\_ COUNTY \_\_\_\_\_

AT COMMISSION No. \_\_\_\_\_ PRINTED FULL NAME OF NOTARY \_\_\_\_\_

**PARLEY'S POINTE PHASE 2**  
LOCATED IN THE SE $\frac{1}{4}$  OF SECTION 23, T1S, R1E, S1B&N  
SALT LAKE COUNTY, UTAH

SHEET 2 OF 2

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TEYING, LLC

01) 352-0075

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ERIN MENDENHALL  
MAYOR



CINDY LOU TRISHMAN  
CITY RECORDER

13442091  
10/28/2020 12:52 PM \$0.00  
Book - 11048 Pg - 6803-6818  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CITY RECORDER  
PO BOX 145455  
SALT LAKE CITY UT 84114  
BY: ARA, DEPUTY - WI 16 P.

## CERTIFICATION

**STATE OF UTAH,**  
City and County of Salt Lake,

I, Cindy Lou Trishman, City Recorder of Salt Lake City, Utah, do hereby certify that this document is a full, true and correct copy of Ordinance 24 of 2006 annexing the property Included within the Parley's Pointe Annexation Petition, amending the applicable master plans, and rezoning the area upon its annexation into the City, pursuant to Petition No. 400-05-41. The conditions of the ordinance have been met and the final plat has been signed by the Salt Lake County Surveyor.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of said City, this 28th day of October 2020.

  
Cindy Lou Trishman  
City Recorder, Salt Lake City, Utah

