

STATE OF UTAH



OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF WITHDRAWAL

I, GARY R. HERBERT, LIEUTENANT GOVERNOR OF THE STATE OF UTAH, HEREBY CERTIFY THAT there has been filed in my office a notice of withdrawal of portions of the CITY OF BOUNTIFUL from Wasatch Integrated Waste Management District, dated February 10th, 2009, complying with Section 17D-1-603, 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 withdrawal, referred to above, on file with the Office of the Lieutenant Governor pertaining to the CITY OF BOUNTIFUL, located in Davis County, State of Utah.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Utah at Salt Lake City, this 24th day of February, 2009.


GARY R. HERBERT
Lieutenant Governor

Memo

To: Lt. Governor
From: Linda May, Davis County Commission Office
Date: February 18, 2009
Re: Resolution of Withdrawal

The enclosed document is for your records. A resolution was passed by the Davis County Commission accepting the withdrawal of certain areas of Bountiful that have been annexed from being serviced under the Wasatch Integrated Waste Management District. Attached to the resolution is the Inter-local Agreement between Bountiful City and the District pertaining to the withdrawal.

Enclosure

Received

FEB 19 2009

Gary R. Herbert
Lieutenant Governor

DAVIS COUNTY RESOLUTION No. 2009- 47

**A RESOLUTION AUTHORIZING THE WITHDRAWAL OF CERTAIN
AREAS OF BOUNTIFUL CITY FROM THE WASATCH INTEGRATED
WASTE MANAGEMENT DISTRICT**

WHEREAS, pursuant to Resolution 84-200, dated September 24, 1984, this Board created the Davis County Solid Waste Management and Energy Recovery Special Service District, now known as Wasatch Integrated Waste Management District (hereinafter "District"), as an independent special service district, organized under Utah law with all associated rights, powers, and authority; and

WHEREAS, the District's boundaries in September, 1984, included all of the areas of Davis County, except those areas lying within the boundaries of Bountiful City, Layton City, and Clearfield City; and

WHEREAS, Layton and Clearfield subsequently joined the District in 1987, but Bountiful has never joined the District; and

WHEREAS, since 1984, Bountiful has annexed several areas of what were then part of the unincorporated county, and these areas have remained within the boundaries of the District; and

WHEREAS, Bountiful desires to withdraw from the District those areas of Bountiful it has annexed that are within the District's boundaries (hereinafter "Bountiful Areas"); and

WHEREAS, Bountiful has prepared a map showing the Bountiful Areas to be withdrawn, prepared and certified by a licensed surveyor, and which is attached as Exhibit A; and

WHEREAS, the District does not have any bonds, notes or other such financial obligations outstanding or unpaid for; and

WHEREAS, the District does not have any contractual obligations to provide services that would require the involvement of Bountiful or funds received from Bountiful in connection with the Bountiful Areas that are within the District's boundaries; and

WHEREAS, the District believes that it is in the best interests of the County, the District, and the citizens it serves to approve the withdrawal of the Bountiful Areas from the District; and

WHEREAS, an Interlocal Agreement (hereinafter "Agreement") between Bountiful City and the District pertaining to the withdrawal of the Bountiful Areas and the provision of certain services and compensation by Bountiful to the District has been executed by both entities, after having been approved by the Bountiful City Council and the Administrative Control Board of the District, a copy of which is attached as Exhibit B; and

WHEREAS, the Board of County Commissioners (hereinafter "Board") has reviewed the Agreement, and finds that the Agreement, including the withdrawal of the Bountiful Areas from the District, will serve the best interests of the District; and

WHEREAS, the Board desires to authorize the withdrawal of the Bountiful Areas from the District.

NOW, THEREFORE, BE IT FOUND, ORDERED AND RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DAVIS COUNTY as follows:

Section One. Approval of Withdrawal. The Board hereby finds that all Bountiful Areas currently located within the District as set forth in the map attached as Exhibit A should be withdrawn from the District. The Board further directs that the map attached as Exhibit A be filed with the County Surveyor.

Section Two. Notice to Lieutenant Governor. The Board authorizes the Chair to prepare and file on behalf of the Board a notice of withdrawal with the lieutenant governor as required by Utah Code Ann. 17D-1-603, along with the map prepared by Bountiful of the areas to be withdrawn. The Board further authorizes the Chair to certify to the lieutenant governor, on behalf of the Board, that all requirements for withdrawal of the Bountiful Areas have been met.

Section Three. Effective Date. This Resolution shall become effective immediately upon passage and adoption.

APPROVED AND ORDERED this 10th day of February, 2009, with Commissioners voting as follows:

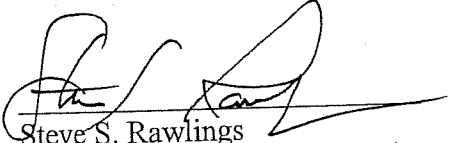
P. Bret Millburn	Aye <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
John Petroff, Jr.	Aye <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Louenda H. Down	Aye <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

DAVIS COUNTY

P. Bret Millburn
P. Bret Millburn
Chair
Davis County Commission

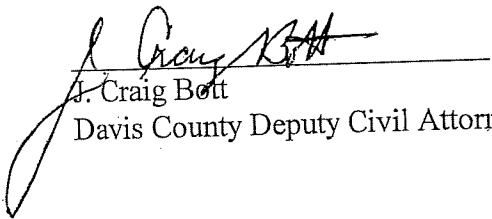
2009-47

Attest:



Steve S. Rawlings
Davis County Clerk/Auditor

Approved as to Form:



J. Craig Bott
Davis County Deputy Civil Attorney

**INTERLOCAL AGREEMENT
FOR WITHDRAWAL AND CONTINUING SERVICES**

THIS INTERLOCAL AGREEMENT FOR WITHDRAWAL AND CONTINUING SERVICES (the "Agreement") is entered into as of this 1st day of September, 2008, by and among **Bountiful City** ("Bountiful") and **Wasatch Integrated Waste Management District** ("Wasatch"), each of which are Utah political subdivisions and "public entities," as defined in UCA § 11-13-103. Bountiful and Wasatch may be referred to herein as the "Parties" or a "Party."

WHEREAS Wasatch owns and operates certain solid waste management facilities and exercises certain powers conferred by the Utah Solid and Hazardous Waste Act, UCA §§ 19-6-101 *et seq.*, the Utah Solid Waste Management Act, UCA §§ 19-6-501 *et seq.*, and the Utah Special Service District Act, UCA §§ 17A-2-1301 *et seq.*;

WHEREAS Wasatch is a special service district organized pursuant to the Utah Special Service District Act;

WHEREAS pursuant to Title 11, Chapter 13, UCA, any two or more Utah public agencies may enter into an agreement relating to the performance of any service, activity, or undertaking which each public agency is authorized by law to perform;

WHEREAS each of Bountiful and Wasatch is a public agency within the meaning of the Interlocal Act and desires to enter into this Agreement;

WHEREAS Wasatch currently provides solid waste management facilities for the benefit of various cities and unincorporated areas located in Davis County and Morgan County, including parts of Bountiful;

WHEREAS Bountiful City, as it existed in September 1984, is not within Wasatch's boundaries;

WHEREAS Bountiful has since annexed several previously unincorporated areas that continue to be within Wasatch's boundaries (the "Bountiful Areas");

WHEREAS Bountiful owns and operates its own landfill facilities and, thus, has the capability of providing waste disposal for its citizens independent of Wasatch, yet Bountiful is obligated to pay Wasatch for solid waste management services for its citizens in the Bountiful Areas;

WHEREAS no bonds, notes, or other such financial obligations of Wasatch are currently outstanding and unpaid;

WHEREAS Wasatch and Bountiful believe that the Bountiful Areas should be withdrawn from Wasatch on the terms and conditions provided herein, and that Bountiful

should provide its own waste management facilities for the citizens of the Bountiful Areas;

WHEREAS Wasatch and Bountiful each find and expressly declare the undertaking herein contemplated (i) is in the best interests of their several citizens and beneficial to their health and welfare, (ii) will enable them to make the most efficient use of their powers, and (iii) will enable them to realize economies of scale and other benefits contemplated by the Interlocal Act; and

WHEREAS all approvals, authorizations and other actions required to cause this Agreement to be the legal, valid and binding obligation of each of the Parties have been taken or obtained;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED AMONG THE PARTIES AS FOLLOWS:

1. Definitions and Rules of Construction.

In addition to the terms defined elsewhere in this Agreement, the following initially capitalized terms shall have the following meanings when used in this Agreement:

- a. "Bountiful Landfill" means that certain waste management facility operated by Bountiful.
- b. "Effective Date" the later of (1) September 1, 2008; (2) the date the Agreement is filed with the keeper of records for each of the Parties pursuant to UCA § 11-13-209; or (3) the date the lieutenant governor issues a certificate of withdrawal evidencing the withdrawal of the Bountiful Areas from Wasatch.
- c. "Green Waste" means biodegradable yard, garden, or park waste, including but not limited to grass clippings, flower cuttings, hedge trimmings, and tree branches.
- d. "South Davis Cities" means the cities of North Salt Lake, West Bountiful, Woods Cross, and Centerville, along with the surrounding unincorporated areas of south Davis County.
- e. "Transfer Station Land" means at least five contiguous acres of land located in the vicinity of the current Bountiful Landfill.
- f. "Wasatch Facilities" means those certain waste management facilities operated by Wasatch.

Except where the context otherwise requires: (i) words importing the singular number includes the plural number and vice versa; (ii) the term "person" includes any individual, corporation, firm, association, trust and federal, state and local government and agency; (iii) the term "include" and its derivations are not limiting; and (iv) references to Sections are references to the Sections of this Agreement.

2. Purposes.

The purpose of this Agreement is to provide for the more effective, efficient, and economic collection and disposal of solid waste generated within Davis County.

3. Withdrawal of the Bountiful Areas from Wasatch Integrated Waste Management District's service area.

- a. Wasatch and Bountiful hereby agree that the Bountiful Areas, which are described more fully in Exhibit A, shall be withdrawn from Wasatch.
- b. Wasatch and Bountiful hereby agree that as of the Effective Date, Bountiful shall cease utilizing, and shall not have further legal obligation to utilize, the Wasatch Facilities for the disposal of waste generated by the citizens of the Bountiful Areas, and Bountiful and the Bountiful Areas shall cease receiving any and all other services from Wasatch.
- c. As of the Effective Date, Bountiful shall have no obligation to make any payments whatsoever to Wasatch for the management of solid waste generated in the Bountiful Areas.
- d. Upon the execution of this Agreement, Bountiful agrees to provide Wasatch with a map showing the area to be withdrawn, prepared and certified by a licensed surveyor and otherwise complying with the requirements of UCA § 17A-2-1329. Bountiful also agrees to provide legal descriptions for each of the Bountiful Areas.
- e. Wasatch shall file a notice of withdrawal with the lieutenant governor within 30 days of the execution of this Agreement, provided Wasatch has received all necessary information, instruments, and documents from Bountiful in order to complete the notice of withdrawal.
- f. It is intended by the parties that in the event of future annexations or minor boundary adjustments by Bountiful, those areas of annexation or adjustment shall become part of the Bountiful Areas to be withdrawn from Wasatch.

4. Access to Bountiful Green Waste Facilities.

In consideration of the agreements contained herein, beginning on the Effective Date, Bountiful shall provide individual citizens (not to include commercial businesses or municipalities) of the South Davis Cities with access to the Bountiful Landfill for the purpose of disposing of Green Waste and purchasing any resulting products, such as compost and wood chips. Bountiful agrees to provide said access to the citizens of the South Davis Cities upon the same terms and conditions (including without limitation price and hours of operation) as it offers to the citizens of Bountiful.

5. Transfer of Property at Bountiful Landfill for Transfer Station.

- a. In further consideration of the agreements contained herein, Bountiful agrees to convey to Wasatch a parcel of property located in the vicinity of but outside the limits of the permitted Bountiful Landfill containing at least five contiguous acres for the purpose of construction and operation of a transfer station (the "Transfer Station Land"). Wasatch shall not be required to pay any additional consideration for the Transfer Station Land. This land shall be conveyed and accepted on an "as is" basis, with no warranty as to fitness for a particular use. It will be the responsibility of Wasatch to develop the land for its intended purpose, including all costs, the extension of accesses and utilities that may be necessary, and the acquisition of zoning changes, land use permits, regulatory permits, etc., that may be required to establish a transfer station. The land so conveyed shall be used for no other purpose than as a transfer station.
- b. It is contemplated that the Transfer Station Land shall be that property described in Exhibit B. If, however, after conducting necessary engineering and other studies as to the suitability of the property for a transfer station it is determined that other property should be conveyed to Wasatch for construction of a transfer station, Bountiful agrees to substitute such parcel of property containing at least five contiguous acres and located on other Bountiful-owned property in the vicinity of but outside the limits of the permitted Bountiful Landfill for the purpose of construction and operation of a transfer station and that is agreeable to Wasatch and Bountiful. The parties have discussed the possibility of Bountiful cooperating with Wasatch to make available certain property currently owned by the Utah Department of Transportation ("UDOT") in the vicinity of the Bountiful Landfill as such substitute property, should the property described in Exhibit B not be acceptable. Bountiful agrees that before it proposes to convey other Bountiful-owned property to fulfill the terms of this paragraph, it will work with Wasatch and UDOT to attempt to make the UDOT property available for such purposes.
- c. The conveyance of the Transfer Station Land shall be completed no later than 30 days after Wasatch has provided notice to Bountiful that it deems the property suitable for construction of a transfer station. The conveyance shall be by special warranty deed. In the event that the land so conveyed by

Bountiful to Wasatch is not used by Wasatch for the purposes described herein, the land shall not be re-conveyed by Wasatch to any third party without the written consent of Bountiful, which consent shall not be unreasonably withheld. Any land use by a third party must be consistent with Bountiful's landfill and the necessity of access across Bountiful property.

- d. Access to the Transfer Station Land across Bountiful-owned lands, including specifically the Bountiful Landfill, shall be by a route designated by Bountiful.
- e. Bountiful represents and warrants to Wasatch that it owns the land to be conveyed and that it has the right to convey it. No consent, approval, or authorization of any court, regulatory authority or governmental body or third person is required to be obtained for the conveyance of the Transfer Station Land to Wasatch, except as has been obtained or will be obtained prior to the Effective Date.
- f. Bountiful represents and warrants that this agreement does not violate or breach (i) any statute or any order, rule, regulation or decision of any court or regulatory authority or governmental body applicable to Bountiful or the Bountiful Landfill; or (ii) any contract, agreement, license, or permit to which Bountiful is a party or by which it is bound.
- g. Each Party hereto represents and warrants that it has not had any negotiations or dealings with any brokers or finders and that no obligation or liability, contingent or otherwise, for brokerage commissions or finder's fees has been incurred in connection with the transactions contemplated hereunder. The Parties each further agree to indemnify and hold the other harmless from and against the claims of any person, firm, or corporation claiming any brokerage commission, finder's fee, or similar compensation based on any alleged negotiations or dealings with the indemnitor contrary to the foregoing representations.

6. Term.

- a. This Agreement shall become effective on the Effective Date. Each Party shall notify the other Party when the Agreement has been filed with their keeper of records in accordance with UCA § 11-13-209.
- b. This Agreement shall continue in full force and effect for a period of 50 years after the Effective Date, unless terminated prior thereto by the mutual agreement of Bountiful and Wasatch.

7. Approval.

- a. The governing body of each Party shall submit this Agreement to the attorney(s) authorized to represent the Party for review as to proper form and

compliance with applicable law in accordance with UCA § 11-13-202.5(3).
Said attorneys shall sign the Agreement indicating that this requirement has
been met.

- b. The governing body of each Party shall formally approve of this agreement by a
resolution or ordinance which satisfies the requirements of UCA §
11-13-202.5(2).

8. Effect of Termination.

- a. The duty to provide access to the Bountiful Landfill set forth in Section 4 shall
lapse upon termination of this Agreement.
- b. The withdrawal of Bountiful Areas from Wasatch Integrated Waste
Management District's service area shall survive termination of this
Agreement.
- c. Upon termination of this Agreement, title to all equipment or assets used by the
respective Parties in connection with the performance of their obligations and
duties hereunder shall be retained by the respective Parties.
- d. The conveyance of the Transfer Station land to Wasatch shall survive
termination of this Agreement.

9. Notices.

Any notice required or contemplated by this Agreement shall be in writing and shall be
delivered personally, sent by overnight mail service, or mailed by certified or registered
mail, return receipt requested, postage prepaid, addressed as follows:

If to Wasatch:

Wasatch Integrated Waste Management District
P.O. Box 900
Layton, UT 84041-0900
Attention: Executive Director, Nathan Rich

If to Bountiful:

or in each case to such other address as such Party shall have furnished to the other Party in
writing. Except as otherwise provided herein, notices shall be deemed to have been given

when delivered, if delivered personally, one day after deposit with an overnight mail service, or three days after deposited for mailing, if mailed by certified or registered mail.

10. Further Actions.

The Parties each agree to take such further action (including the execution and delivery of such further instruments and documents) as the other Party may reasonably request to carry out the purposes of this Agreement.

11. Publication.

If either Party chooses to publish an enactment, notice of bonds, or notice of agreement, it shall comply with the requirements of UCA § 11-13-119.

12. Agency.

The Parties agree that neither party shall have the authority to contract on behalf of or otherwise bind the other Party in any agreement with any third party. In addition, none of the subcontractors, employees, agents, or designees of either party shall be considered subcontractors, employees, agents, or designees of the other party for any purpose under this Agreement.

13. Assignment.

This Agreement may not be assigned by either Party without the express written approval of other Party hereto.

14. Integration & Modification.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and negotiations. No modification of this Agreement shall be valid or binding unless in a writing duly executed by the Parties.

15. Governing Law & Disputes.

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of Utah, without regard to conflict of law principles. Any dispute arising hereunder must be brought in the Second Judicial District Court in and for Davis County, State of Utah. The prevailing Party in any action arising hereunder may recover its court costs, including its reasonable attorney fees.

16. Survival Clause.

If any term or provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remaining terms and provisions hereof shall not be affected thereby.

17. Counterparts.

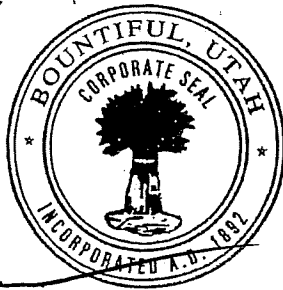
This Agreement may be executed in any number of counterparts and the counterparts when assembled together shall constitute but one agreement.

In Witness Whereof the Parties have executed this Agreement as of the day and year first written above.

BOUNTIFUL CITY

Attest:
8/14/08

Date
[Signature]
City Recorder



[Signature]
Mayor

Approved:

[Signature]
City Attorney

WASATCH INTEGRATED WASTE MANAGEMENT DISTRICT

Attest:
9-5-08

Date
[Signature]
Secretary

[Signature]

Nathan B. Rich,
Executive Director

Approved:
[Signature]
Attorney for Wasatch Integrated

EXHIBIT "A"

DESCRIPTION OF THE BOUNTIFUL AREAS

EXHIBIT "A"
DESCRIPTION OF BOUNTIFUL AREAS

Beginning at a point N 0° 07' 00" W 33.00 ft. along the centerline of an existing street (500 West Street) and N 89° 57' 40" W 33.00 ft. along the northerly line of an existing street (2600 South Street) from the monument marking the intersection of said 500 West Street and said 2600 South Street (Note: said point of beginning is the northwest corner of said intersection), said monument is located S 63° 55' 30" W 239.87 ft. and N 0° 07' 30" W 1989.40 ft. along the centerline of said 500 West Street from the southwest corner of Section 31, T.2N., R.1E., SLB&M; thence along the boundary from the June 87 Annexation the following 1 course : S 89° 57' 40" E 1857.34 ft., thence along the boundary from the January 87 Annexation the following 8 courses : S 89° 57' 40" E 390.31 ft., N 65° 39' 50" E 503.02 ft. to the point of tangency with a 617.00 ft. radius curve to the left, northeasterly 206.76 ft. along the arc of said curve through a central angle of 19° 12' 00", N 46° 27' 50" E 180.62 ft. to the point of tangency with a 662.00 ft. radius curve to the left, northerly 115.37 ft. along the arc of said curve through a central angle of 9° 59' 07", S 51° 23' 30" E 358.35 ft. to the point of tangency with a 4108.00 ft. radius curve to the right, Southeasterly 880.09 ft. along the arc of said curve through a central angle of 12° 16' 30", S 39° 07' 00" E 338.88 ft.; thence along the boundary from the November 96 Annexation the following 12 courses: N 36° 58' 30" E 368.26 ft. more or less along the easterly line of Davis Boulevard, N 89° 43' 51" E 960.52 ft. more or less along the projected south line of 2600 South Street, S 0° 50' 09" E 1358.21 ft., 126.29 ft. along the arc of a 312.57 ft. radius curve to the right through a central angle of 23° 09' (radius point Bears S 89° 09' 51" W at beginning of curve), S 22° 18' 51" W 315.07 ft., S 89° 38' 41" W 120.28 ft., S 0° 21' 19" E 192.90 ft., S 89° 38' 41" W 165.00 ft., S 0° 21' 19" E 138.28 ft., S 41° 19' 31" E 54.60 ft., S 68° 16' 16" E 23.49 ft., S 89° 38' 10" W 21.46 ft., thence along the boundary from the July 92 Annexation the following 19 courses: S 33° 42' 10" W 480.27 ft., S 64° 28' 10" W 173.53 ft., S 36° 42' 12" E 167.42 ft., S 3° 12' 12" E 330.52 ft., S 89° 47' 17" W 625.18 ft. to a point of contact with a 250.00 ft. radius curve to the right (Note: Bearing of radius at said point of contact is S 62° 42' 07" W), southwesterly 99.25 ft. along the arc of said curve through a central angle of 22° 44' 49", S 50° 02' 42" W 26.29 ft. to the point of tangency with a 350.00 ft. radius to the left, southwesterly 61.09 ft. along the arc of said curve through a central angle of 10° 00', S 40° 02' 42" W 99.14 ft. to the point of tangency with a 40.00 ft. radius curve to the right, Westerly 80.67 ft. along the arc of said curve through a central angle of 115° 33', N 24° 24' 18" W 22.77 ft. to the point of tangency with a 300.00 ft. radius to the left, Westerly 345.14 ft. along the arc of said curve through a central angle of 65° 55', S 89° 40' 42" W 628.60 ft. to the point of tangency with a 200.00 ft. radius curve to the right, westerly 175.00 ft. along the arc of said curve through a central angle of 50° 08', N 40° 11' 18" W 127.71 ft. to the point of tangency with a 35.00 ft. radius curve to the right, northerly 79.41 ft. along the arc of said curve through a central angle of 130° 00', S 89° 48' 42" W 300.44 ft., S 29° 34' 12" W 281.51 ft. to the point of tangency with a 1709.19 ft. radius curve to the right, southwesterly 444.85 ft. along the arc of said curve through a central angle of 14° 54' 44"; thence along the boundary from the June 87 Annexation the following 10 courses: S 45° 31' 04" E 181.00 ft., S 54° 03' 45" E 519.09 ft., S 0° 11' 18" E 50.11 ft., N 89° 48' 42" E 110.00 ft. to the point of contact with a 110.00 ft. radius curve

to the right (Note: bearing of radius at said point of contact is S 89°48'42" W), southerly 32.64 ft. along the arc of said curve through a central angle of 17°00', S 16°48'42" W 22.76 ft., S 73°11'18" E 50.00 ft., S 16°48'42" W 80.00 ft., S 73° 11'18" E 151.75 ft., S 00°11'18" E 270.54 ft., thence along the boundary from the August 84 Annexation the following 6 courses: S 89° 51'18" E 854.50 ft., S 44° 51'18" E 126.57 ft., S 0° 11' 18" E 210.50 ft., S 89°51' 18" E 372.69 ft., S 0° 25' 37" E 1002.85 ft., S 89° 37' 31" E 362.71 ft. thence along the boundary from the October 89 Annexation the following 1 course: S 89° 37' 31" E 142.93 ft. thence along the boundary from the July 97 Annexation the following 7 courses: S 89°37'31" E 800.97 ft., S 00°08'42" E 1319.52 ft., N 89°53'49" E 2630.26 ft. to the north quarter corner of Section 8, T.2N., R.1E., N 89°53'49" E 2630.18 ft. to the NE quarter corner of Section 8, South 2640.00 ft. to the east quarter corner of Section 8, S 89°33'46" W 2630.25 ft. to the center of Section 8, S 89°33'46" W 2628.09 ft. to the east quarter corner of section 7, thence along the boundary from the June 01 Annexation the following 3 courses: S 00°41'51" E, 600.00 ft., S 89°18'09" W 800.00 ft., N 00°41'51" W 600.00 ft. to the north line of the southeast quarter of said Section 7 T.2 N., R.1 E., thence again along the boundary from the July 97 Annexation the following 7 courses: S 89°18'08" W 458.69 ft. along the 1/4 section line, N 39°51'11" W 420.62 ft., N 32°23'30" W 344.01 ft., N 80° 00'00" W 351.04 ft., S 38°00'00" W 348.79 ft., S 89°18'00" W 397.05 ft., N 38° 30'00" W 352.66 ft.; thence along the boundary from the January 96 Annexation the following 2 courses: S 52°29'06" W 353.11 ft., N 00°20'19" E 1305.82 ft.; thence again along the boundary from the August 84 Annexation the following 7 courses: N 0° 19' 12" E 940.96 ft., to the point on the South line of Section 6, N 0° 42' 45" W 1220.41 ft., N 89° 24' 23" E 64.52 ft., North 899.14 ft., S 89° 24' 23" W 849.51 ft., North 227.54 ft., N 55° 14' 31" W 52.04 ft.; thence along the boundary from the June 87 Annexation the following 13 courses: N 55°14'31" W 452.00 ft. along the southwesterly line of Monarch Hills No. 3 Subdivision, S 89°43'15" W 62.38 ft., N 56°36'45" W 201.34 ft., S 62°11'37" W 309.41 ft., S 37°45'15" W 53.85 ft., S 57°24'15" W 167.24 ft., N 34°23'45" W 130.00 ft. to a point of contact with a 2919.04 ft. radius curve to the right (Note: bearing of radius at said point of contact is S 34°23'45" E), northeasterly 101.73 ft. along the arc of said curve through a central angle of 1°59'48", S 89°43'15" W 112.70 ft., N 0°16'45" W 22.33 ft. along the Westerly line of said Monarch Hills No. 3 Subdivision to the point of contact with a 2999.04 ft. radius curve to the left (Note: bearing of radius at said point of contact is S 33°59'45" E), southwesterly 166.89 ft. along the arc of said curve through a central angle of 3°11'18", N 0°15'15" W 47.75 ft. along the West line of said Section 6, N 89°45'18" W 853.27 ft. along the 1/4 section line; thence along the boundary from the September 07 City limit Restriction the following 3 courses: northerly along the arc of a 700.00 ft. radius curve to the right 121.03 ft. (central angle = 09°54'24", Chord Bearing and Distance = N 36°39'49" E 120.88 ft.), N 41°37'01" E 15.37 ft. to a point of curvature of a 425.00-foot radius curve to the left, northerly along said arc for an arc Distance of 310.82 ft., (central angle = 41°54'09", Chord Bearing and Distance = N 20°39'57" E 303.94 ft.), thence again along the boundary from the June 87 Annexation the following 1 course, N 0°16'45" W 428.26 ft., thence along the boundary from the October 98 Annexation the following 9 courses S 89° 43' 15" W 425.00 ft., N 0° 16' 45" W 342.75 ft., N 89° 43' 15" E 375.00 ft., N 0° 16' 45" W 316.00 ft. along the Westerly line of 550 West Street, N 89° 43' 15" E 34.91 ft., N 0° 43' 02" W 264.28 ft., N 39° 28' 40" E 19.46 ft. to a point on a 250.75 ft. radius curve

to the right, 97.40 ft. along said curve through a central angle of $22^{\circ} 15' 22''$ (Chord Bears $N 61^{\circ} 17' 59'' W$ for a Distance of 96.79 ft.), $N 50^{\circ} 10' 18'' W$ 53.60 ft.; thence along the boundary from the August 92 Annexation the following 6 courses: $N 50^{\circ} 10' 20'' W$ 66.00 ft., $S 39^{\circ} 49' 40'' W$ 526.82 ft. to the point of tangency of a 4841.21 ft. radius curve to the left, southwesterly 233.30 ft. along the arc of said curve through a central angle of $2^{\circ} 45' 40''$, $S 89^{\circ} 30' 15'' W$ 11.51 ft., $S 0^{\circ} 41' 37'' E$ 17.52 ft., $S 0^{\circ} 41' 37'' E$ 109.55 ft.; thence along the boundary from the April 93 Annexation the following 3 courses: $S 0^{\circ} 41' 37'' E$ 166.00 ft., $S 89^{\circ} 30' 38'' W$ 1645.89 ft., $N 0^{\circ} 15' 22'' W$ 166.01 ft. along the West line of a 66 ft. Wide Street (800 West Street) thence again along the boundary from the August 92 Annexation the following 11 courses : $N 0^{\circ} 15' 22'' W$ 578.70 ft. along the West line of 800 West Street, $N 31^{\circ} 12' 32'' E$ 526.15 ft. more or less along the Southeasterly line of Utah State Highway 89, $N 89^{\circ} 21' 37'' E$ 354.20 ft., $N 0^{\circ} 11' 33'' E$ 462.79 ft., $N 89^{\circ} 51' 48'' E$ 90.00 ft., $S 0^{\circ} 11' 33'' W$ 18.00 ft., $N 89^{\circ} 51' 48'' E$ 90.00 ft., $S 0^{\circ} 11' 33'' W$ 182.00 ft., $N 89^{\circ} 51' 48'' E$ 90.00 ft. along the northerly line of an Existing Street (3100 South Street), $N 0^{\circ} 11' 33'' E$ 200 ft., $N 89^{\circ} 51' 48'' E$ 680.00 ft.; thence again along the boundary from the June 87 Annexation the following 11 courses : $N 0^{\circ} 08' 37'' W$ 1026.91 ft., $N 89^{\circ} 31' 38'' E$ 208.13 ft., $N 0^{\circ} 08' 37'' W$ 243.00 ft., $N 89^{\circ} 31' 38'' E$ 200.00 ft., $S 0^{\circ} 08' 37'' E$ 243.00 ft., $N 89^{\circ} 31' 38'' E$ 383 .03 ft., $N 0^{\circ} 08' 37'' W$ 100.00 ft., $N 89^{\circ} 31' 38'' E$ 50.00 ft., $N 0^{\circ} 08' 31'' W$ 149.78 ft., $N 89^{\circ} 31' 38'' E$ 310.00 ft. , $N 0^{\circ} 07' 30'' W$ 635.32 ft. to the point of Beginning.

Together with the following two Parcels:

From the August 01 Annexation: Beginning at a point which is $S 89^{\circ} 39' 48'' E$, along the quarter section line, 1238.50 ft., and $N 00^{\circ} 04' 25'' E$, 689.00 ft. from the west quarter corner of Section 18, Township 2 North, Range 1 East, Salt Lake Base and Meridian and running: thence, $N 00^{\circ} 04' 25'' E$, along the East boundary of the Air Products Manufacturing Corporation Property, Davis County Assessor Parcel #03-001-0097, 340.73 ft.; thence, $N 89^{\circ} 52' 56'' E$, along the South boundary of the Dean S. Cook Property, Davis County Assessor Parcel #03-001-0094, 68.54 ft.; thence, $S 00^{\circ} 06' 19'' W$, along the west boundary of the Charles M. Rawlins Property, Davis County Assessor Parcel #03-001-0163, 20.48 ft.; thence from the November 02 Annexation: $N 88^{\circ} 54' 30'' E$ 203.00 ft., along the South line of Lot 3 and Lot 2 of Deuel Springs Subdivision, thence $S 00^{\circ} 06' 19'' W$, 102.97 ft., thence again from the August 01 Annexation: $N 88^{\circ} 52' 19'' E$, along the South boundary of the Luzell D. Wilde Property, Davis County Assessor Parcel #03-001-0148, 184.82 ft., to the West line of 200 West Street, a 66.00 ft. Wide Road; thence, $S 00^{\circ} 06' 19'' W$, along the West line of said Street 218.82 ft.; thence, $S 89^{\circ} 14' 00'' W$ along the North boundary of the Pages Place LC. Property, Davis County Assessor Parcel #03-001-0165, 456.13 ft. to the point of Beginning.

From the October 90 Annexation and the October 92 Annexation:
All of Section 27 and the east $\frac{1}{2}$ of Section 28, Township 2 North, Range 1 East, Salt Lake Base and Meridian.

EXHIBIT "B"

TRANSFER STATION LAND

BOUNTIFUL

WITHDRAWAL AREA FROM
WASATCH WASTE
MANAGEMENT DISTRICT

