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*Attorneys for Norma C. Stromberg*

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**APPEALS HEARING OFFICER  
SALT LAKE CITY, STATE OF UTAH**

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MARTIN SZEGEDI,

Appellant,

vs.

SALT LAKE CITY, STATE OF UTAH,

Appellee.

**MEMORANDUM BY NORMA C.  
STROMBERG IN SUPPORT OF THE  
ADMINISTRATIVE INTERPRETATION  
DECISION AND FINDINGS**

PLNAPP2020-00943

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Citizen and party-in-interest Norma C. Stromberg (collectively, "**Ms. Stromberg**"), individually and as trustee of the Norma C. Stromberg Revocable Trust, Dated December 30, 1971 (the "**Trust**"), submits the following memorandum in support of that certain Administrative Interpretation Decision and Findings (the "**Decision**"), dated November 9, 2020, by Daniel Echeverria, a Senior Planner for appellee Salt Lake City, State of Utah (the "**City**"), in the above-reference matter.

**INTRODUCTION**

It is undisputed that the subject "Shed" (as defined herein below) does not meet the current zoning location restrictions. Further, it is undisputed that the Shed has never

complied with past City Ordinances. As a result, the conclusion in the Decision that the subject "Shed" (as defined herein below) is not a legal "noncomplying structure" is correct and is supported by the substantial evidence in the record in this matter.

Contrary to the assertions by appellee Martin Szegedi ("**Mr. Szegedi**"), the Shed never became a legal noncomplying structure under the equitable doctrines of laches, waiver and estoppel. Frankly, Mr. Szegedi's arguments with respect to these equitable doctrines are factually and legally misplaced and erroneous. Further, Mr. Szegedi's claims that the City's enforcement of the applicable land use regulations are equally factually and legally misplaced.

Based upon the substantial evidence in the record and the appropriate application of the legal and equitable doctrines, the Decisions should be upheld and the appeal by Mr. Szegedi should be denied.

### **STATEMENT OF MATERIAL FACTS**

Ms. Stromberg sets forth the following material facts:

1. The subject property and residence is located at 1200 South Oak Hills Way, Salt Lake City, Utah 84108 (the "**Property**"). The tax identification number for the Property is: 16-11-303-023-0000.

2. On or about July 29, 1994, Franklin D. Johnson ("**Franklin Johnson**"), by and through his brother Glendon E. Johnson, Jr. ("**Glendon Johnson**"), purchased the Property. See Declaration of Franklin D. Johnson (the "**Johnson Declaration**"), ¶ 2. A copy of the Johnson Declaration is attached hereto as Exhibit "**A**." See *also* Warranty Deed ("**Deed No. 1**"), dated July 28, 1994, which Deed No. 1 was filed for record in the

office of the Salt Lake County, Utah Recorder on July 29, 1994, as Entry No. 5886056, in Book No. 6990, at Page 1394. A copy of Deed No. 1 is attached hereto as Exhibit "B."

3. On or about May 26, 2005, Glendon Johnson conveyed the Property to Franklin Johnson. See Quit Claim Deed ("**Deed No. 2**"), dated May 26, 2005, which Deed No. 2 was filed for record in the office of the Salt Lake County, Utah Recorder on May 26, 2005, as Entry No. 9387507, in Book No. 9136, at Page 412. A copy of Deed No. 2 is attached hereto as Exhibit "C."

4. On or about January 20, 2015, Franklin Johnson sold and conveyed the Property to Mr. Szegedi and Premavathy Rassiah, as husband and wife. See Warranty Deed ("**Deed No. 3**"), dated January 20, 2015, which Deed No. 3 was filed for record in the office of the Salt Lake County, Utah Recorder on January 20, 2015, as Entry No. 11978617, in Book No. 9142, at Page 2222. A copy of Deed No. 3 is attached hereto as Exhibit "D."

5. On or about July 29, 1994, Franklin Johnson, his wife and family moved and resided in and on the Property until January 2015. See Johnson Declaration, ¶ 5.

6. Contrary to Mr. Szegedi's assertions the Shed did not exist on the subject property for more than 50 years. Rather, in or about 2005, Franklin Johnson constructed a shelter, which is now known as the Shed (collectively, the "**Shed**"), on the northside of the Property, even with the house. The Shed was a simple flat roof structure, with walls on the north, east and a very small portion of the south sides of the Shed. The remaining two sides on the west and most of the south sides of the Shed were left open. The Shed was never fully enclosed. See Johnson Declaration, ¶ 6.

7. The purpose of the Shed was to build a roof to cover Franklin Johnson's lawn mower and other tools and prevent them from getting wet. See Johnson Declaration, ¶ 7.

8. Franklin Johnson never applied for a building permit from the City to build the Shed. See Decision, pages 2-3.

9. Ms. Stromberg's residence and property is contiguous to the Property (the "**Stromberg Property**"). The Shed runs along the south boarder of the Stromberg Property.

10. Sometime in July 2020, Mr. Szegedi demolished and removed most of the structure including the flat roof from the Shed and replaced it with a roof that stands approximate four (4) or more feet higher, which roof slants toward the Stromberg Property. In addition, Mr. Szegedi fully enclosed the Shed. Upon information and belief, the dimensions of the shed are 28 feet long, 10 feet wide and 12 feet high. The width of the shed does narrow slightly towards the west end.<sup>1</sup>

11. On or about July 14, 2020, Ms. Stromberg, individually and by and through her family members, objected to Mr. Szegedi's construction of the Shed. During these discussions with Mr. Szegedi, the following issues were thoroughly discussed: (i) that the construction of an accessory building or structure without a permit was wrongful; and (ii)

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<sup>1</sup> Not only is the location of the Shed in violation of the set back requirements, Mr. Szegedi's recent construction is in violation of the requirements for the alteration, repair, replacement and reconstruction of a legal noncomplying structure. See Salt Lake City, Utah Code, § 21A.38.050.

that the Shed was not placed in the proper location as required by the City's zoning and land use ordinances.

12. As a result of the location of the Shed and the slant of its roof, water and snow run off onto the Stromberg Property. Copies of pictures showing the snow and water running off the roof onto the Stromberg Property are attached hereto as Exhibit "E."

13. Upon information and belief, in or about August 2020, the City issued a stop work order to halt any further construction work without a permit. Subsequently, the matter went through the appropriate administrative process. On November 9, 2020, the Decision was issued whereby it was determined that (i) the Shed did not meet current zoning ordinances, (ii) was not a legal noncomplying structure and (iii) the Shed does not have legal "noncomplying structure" status. See Decision, page 2.

14. On or about February 15, 2021, Mr. Szegedi filed that certain Appellant's Initial Brief (the "**Appellant's Brief**").

15. On or about March 5, 2021, the City filed that certain Response to the Appellant's Brief (the "**City's Brief**").

### **ARGUMENT**

Ms. Stromberg agrees, concurs and joins in the factual and legal findings, conclusions and analysis contained in the Decision and the City's Brief. Simply stated, the Shed does not meet the current zoning location restrictions and is not a legal "noncomplying structure." As set forth in the Decision and the City's Brief, this holding is correct and is supported by the substantial evidence in the record in this matter. Mr. Szegedi's purported arguments are factually and legally misplaced and erroneous.

**I. The Shed is Not a Legal Noncomplying Structure.**

“A permitted land use, or continuing use, is one that conforms with the zoning ordinances and classification of a particular municipality or district.” *LJ Mascaro v. Herriman City*, 2018 UT App 127, ¶ 2, fn. 1, 438 P. 3d 4 (quoting *Conforming Use*, Black’s Law Dictionary 10<sup>th</sup> ed. 2014)). In this matter, Mr. Szegedi admits that “the Shed does not comply with the current requirements of the [Salt Lake City, Utah] Code.” Appellant’s Brief, p. 3. Based upon Mr. Szegedi’s admissions, the Shed is not a conforming use. Rather, Mr. Szegedi claims that under the equitable doctrines of laches, waiver and estoppel, that somehow the Shed constitutes as a legal nonconforming use. However, Mr. Szegedi is factually and legally wrong.

Although Mr. Szegedi readily admits that in order to show the existence of a legal nonconforming structure, he must show that the Shed “must have been ‘legally established on the effective date of any amendment’ to the Code.” Appellant’s Brief, p. 3.<sup>2</sup> However, Mr. Szegedi failed to provide any evidence that the Shed as legally established. Rather, Mr. Szegedi bases his argument upon the following purported fact that “the Shed has existed on the Property for more than 50 years, dating back as far as 1965.” Appellant’s Brief, p. 3. However, the foregoing fact is not accurate.

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<sup>2</sup> It appears that Mr. Szegedi’s citations to the Salt Lake City, Utah Code are in error. In some situations, Mr. Szegedi simply failed to include a citation at all, such as the purported definition of a “noncomplying structure.” As a matter of clarification, Utah Code section 10-9a-103 defines a “noncomplying structure” as “a structure that: (a) legally existed before its current land use designation; and (b) because of one or more subsequent land use ordinance changes, does not conform to the setback, height restrictions, or other regulations, excluding those regulations, which govern the use of land.” UTAH CODE ANN. 10-9a-103(42).

As stated in the Johnson Declaration, the Shed did not exist on the Property for more than 50 years. See Exhibit A. The prior owner of the Property, Franklin Johnson, is the person who initially constructed the Shed in 2005, as a shelter. *Id.* at ¶ 6. At the time of construction, the Shed was a simple flat roof structure, with walls on the north, east and a very small portion of the south sides of the Shed. *Id.* The remaining two sides on the west and most of the south sides of the Shed were left open. *Id.* The Shed was never a fully enclosed structure. *Id.* Rather, it was only a shelter to cover his lawn mower and other tools from the weather. *Id.* at ¶ 7.

There is no evidence that the Shed was built and “legally established” at any point in time. As established by the Johnson Declaration, Franklin Johnson originally build the shelter, now known as the Shed, in 2005. As established by the City in the Decision, Franklin Johnson never applied for a building permit from the City to build the Shed. See Decision, pages 2-3. Further, the City’s “Planning staff “researched and compiled any related City building permit records, commission or board records, County tax records, ordinances and historical photographs of the [P]roperty.” *Id.* Based upon its thorough review, the Shed did not at any one time comply with the zoning ordinances and was not “legally established;” therefore, it cannot be considered a legal nonconforming structure. *Id.* at 3.

Based upon the foregoing, the Shed does not meet the current zoning location restrictions and does not have legal “noncomplying structure” status.

**II. The Equitable Doctrines of Laches, Waiver and Estoppel are Factually and Legally Misplaced.**

**a. The Equitable Doctrines of Laches, Waiver and Estoppel are Not Applicable in this Matter.**

Mr. Szegedi attempts to claim to have legal noncomplying structure status under the equitable doctrines of laches, waiver and estoppel. However, Mr. Szegedi has misapplied and misconstrued these equitable doctrines. As stated in the City's Brief, the equitable doctrines of

(e)stoppel, waiver or laches ordinarily do not constitute a defense to a suit for injunctive relief against alleged violations of the zoning laws, unless the circumstances are exceptional. Zoning ordinances are governmental acts which rest upon the police power, and as to violations thereof any inducements, reliances, negligence of enforcement, or like factors are merely aggravations of the violation rather than excuses or justifications therefor.

*Salt Lake County v. Kartchner*, 552 P.2d 136, 138 (Utah 1976) (emphasis added) . In this matter, Mr. Szegedi has not argued the existence of exceptional circumstances. Further, the evidence in the record does not otherwise show the existence of exceptional circumstances.

Mr. Szegedi continues to argue the erroneous factual basis that the Shed has existed on the Property for more than 50 years. In addition, Mr. Szegedi also argues that that the City "has had specific knowledge of the Shed for at least 20 years, because the shed appears on official Salt Lake Count [sic] tax records and has been subject to the

property.” Appellant’s Brief, p. 3.<sup>3</sup> Mr. Szegedi’s reliance upon these two facts are misplaced.

As stated above, the Shed has not existed for more than 50 years. Further, there is no law that would support that the notice or knowledge of one municipality or department therein (*i.e.*, the Salt Lake County Assessor’s office) would be binding upon a separate and independent municipality or department therein (*i.e.*, the Salt Lake City’s Planning Department). To be clear, there is a difference between a department within Salt Lake County and a department within Salt Lake City. As such, in this case, there can be no reliance or imputation of knowledge upon the City because of something contained in a document by a department of Salt Lake County (*i.e.*, the Assessor’s Office).

**b. Application of the Elements of the Equitable Doctrines.**

Notwithstanding the fact that the equitable doctrines of laches, waiver and estoppel are not available in this matter, and that Mr. Szegedi has failed to show the existence of exceptional circumstances, Mr. Szegedi has failed to appropriately apply the elements of the equitable doctrines in the matter.

Mr. Szegedi failed to acknowledge the true basis of the doctrine of laches. “The equitable doctrine of laches is founded upon consideration of time and injury ... [and] in legal significance is not mere delay, but delay that works a disadvantage to another.” *Insight Assets, Inc. v. Farias*, 2013 UT 47, ¶17; 321 P.3d 1021 (emphasis added) (citations omitted). In Appellant’s Brief, Mr. Szegedi does set forth the following two

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<sup>3</sup> It is important to note that Mr. Szegedi’s wrongfully attempt to use the Salt Lake County tax assessment notice shows that the Shed was purportedly built in either 2000 or 2007.

elements which must be met to establish the doctrine of laches: (i) a party's lack of diligence and (ii) an injury resulting from the lack of diligence. *Id.* at ¶¶19; 321 P.3d at 1026. However, Mr. Szegedi failed to provide any evidence in support of the foregoing elements. Rather, Mr. Szegedi relies upon the two unsupported and erroneous factual assertions. *See above.* Without conceding the existence of the first element, Mr. Szegedi failed to provide any factual support to show how he is injured or disadvantaged from the lack of diligence. In fact, Mr. Szegedi cannot show how he is damaged, injured or disadvantaged during the few years that he has actually owned the Property. Without conceding the existence of the first element, based upon Mr. Szegedi's failure to provide any factual basis of injury, signifies that he is unable to meet the second element of the laches test.

Waiver is defined as the "intentional relinquishment of a known right." *Soter's v. Deseret Federal Sav. & Loan*, 857 P.2d 935, 939-940 (Utah 1993). The following three elements are required to show waiver: "(1) an existing right, benefit, or advantage; (2) knowledge of its existence; and (3) an intention to relinquish the right." *Id.* at 940 (citations omitted). Mr. Szegedi does set forth the elements of waiver; however, does not attempt to apply the actual facts in this matter to the elements of waiver. Again, Mr. Szegedi's two various unsupported factual assertions are erroneous. *See above.* The undisputed evidence in this matter do not show the existence of waiver.

Mr. Szegedi wrongfully claims that doctrine of estoppel applies in this matter. Mr. Szegedi sets forth the general rule that "equitable 'estoppel may not be invoked against a governmental entity'." Appellant's Brief, p. 5 (citations omitted). Mr. Szegedi also

recognizes that the exception to the general rule is where there are “unusual circumstances.” *Id.* (citations omitted).<sup>4</sup> However, Mr. Szegedi (i) failed to set forth the elements of estoppel, (ii) failed to include any analysis as to the existence of unusual circumstances and (iii) failed to provide any analysis of why estoppel applies in this matter.

The essential elements to invoke the doctrine of equitable estoppel are as follows:

- (1) an admission, statement or act inconsistent with the claim afterwards asserted,
- (2) action by the other party on the faith of such admission, statement or act, and
- (3) injury to such other party resulting from allowing the first party to contradict or repudiate such admission, statement or act.

*Department of Health v. Irizarry*, 945 P.2d 676 (Utah 1997) (citations omitted). As stated above, Mr. Szegedi failed to provide any analysis as to the existence of estoppel. Mr. Szegedi’s reliance upon the erroneous facts is all that he provides, together with his wrongfully conclusion that estoppel exists. Based upon the Decision, the City’s Brief and this brief, the elements to invoke the doctrine of equitable estoppel have not been met.

Based upon the foregoing, the Shed does not have legal “noncomplying structure” status through the equitable doctrines of laches, waiver or estoppel.

### **III. The City’s Enforcement if Not Arbitrary, Capricious or Illegal.**

Ms. Stromberg agrees with the City’s analysis that the enforcement of the Salt Lake City, Utah Code and the Decision would not be arbitrary, capricious and illegal. See

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<sup>4</sup> The standard of “unusual circumstances” is similar to the standard of “exceptional circumstances” as stated by *Salt Lake County v. Kartchner*, 552 P.2d at 138. However, Mr. Szegedi failed to alleged or otherwise provide facts that show the existence of exceptional circumstances.

Appellant's Brief, p. 6 and City's Brief, p. 3. With respect to whether a land use decision is arbitrary, capricious and illegal, the Utah Court of Appeals stated the following:

The Utah Code provides that unless it is arbitrary and capricious or illegal, the decision of a land use authority or an appeal authority shall be presumed valid and shall be upheld. Utah Code Ann. § 10-9a-801(3)(b). A decision is arbitrary and capricious when it is not supported by substantial evidence in the record. *Id.* § 10-9a-801(c)(i). To determine whether substantial evidence supports the Appeal Authority's decision, we consider all of the evidence in the record but do not "weigh the evidence anew or substitute our judgment for that of the municipality." *Springville Citizens for a Better Cmty. v. City of Springville*, 1999 UT 25, ¶ 24, 979 P.2d 332. We will not disturb the Appeal Authority's decision so long as "a reasonable mind could reach the same conclusion." *Id.*

*LJ Mascaro v. Herriman City*, 2018 UT App 127, ¶ 20, 438 P. 3d at 9.

In this matter, Mr. Szegedi failed to show how the Decision is arbitrary, capricious and illegal. Rather, there is substantial evidence to support the Decision and the denial of legal "noncomplying structure" status for the Shed. As such, Mr. Szegedi's appeal should be denied.

### **CONCLUSION**

Based upon Mr. Szegedi's failure to show that there is any factual or legal basis upon which the Appeal could be granted, the Decision should be upheld and Mr. Szegedi's appeal denied.

DATED this 8<sup>th</sup> day of March 2021.

COHNE KINGHORN  
A Professional Corporation

By: /s/ J. Scott Brown  
J. Scott Brown  
Attorneys for Norma C. Stromberg

**CERTIFICATE OF SERVICE**

I hereby certify that on the 8<sup>th</sup> day of March 2021, I served the foregoing **MEMORANDUM BY NORMA C. STROMBERG IN SUPPORT OF THE ADMINISTRATIVE INTERPRETATION DECISION AND FINDINGS** by mailing a copy, postage prepaid, by United State first class mail, and by electronic mail, to the following:

Brett W. Hastings  
Hastings Law Group, LLC  
Wells Fargo Center, Suite 1300  
299 South Main Street  
Salt Lake City, Utah 84111  
Email: [Brett@HastingsLaw.us](mailto:Brett@HastingsLaw.us)

Paul C. Nielson  
Salt Lake City Attorney's Office  
451 South State Street, Suite 505A  
P.O. Box 145478  
Salt Lake City, 84114  
Email: [paul.nielson@slcgov.com](mailto:paul.nielson@slcgov.com)

Daniel Echeverria  
Salt Lake City Planning Division  
451 South State Street, room 406  
P.O. Box 145480  
Salt Lake City, 84114  
Email: [daniel.echeverria@slcgov.com](mailto:daniel.echeverria@slcgov.com)

/s/ J. Scott Brown \_\_\_\_\_

[55357.01]

# Exhibit "A"

## DECLARATION OF FRANKLIN D. JOHNSON

I Franklin D. Johnson, hereby declare and state as follows:

1. I make this declaration based upon my personal knowledge of the facts stated herein, and if called upon to testify, I could and would competently testify thereto.

FDS 2. On or about July 29, 1994, <sup>1</sup> ~~my brother, Glendon E. Johnson, Jr.~~  
(~~"Glendon Johnson"~~), purchased a residence located at 1200 South Oak Hills Way, Salt Lake City, Utah 84108 (the "Residence").

FDS 3. ~~On or about May 26, 2005, Glendon Johnson sold and conveyed the Residence to me.~~

4. On or about January 20, 2015, I sold and conveyed the Residence to Martin W. Szegedi and Premavathy Rassiah, husband and wife.

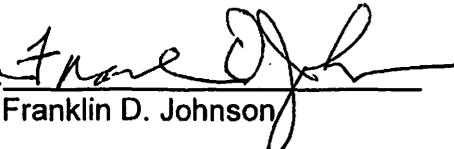
5. On or about July 29, 1994, my wife and family moved in and resided in the Residence until January 2015.

6. In or about 2005, I constructed a shelter (the "Shelter") on the northside of the Residence. The Shelter was a simple flat roof structure, with walls on the north, east and a very small portion of the south sides of the Shelter. The remaining two sides on the west and most of the south sides of the Shelter were left open. The Shelter was never fully enclosed.

7. The purpose of the Shelter was to build a roof to cover my lawn mower and other tools from getting wet.

I, Franklin D. Johnson, declare, certify, verify and/or state, under criminal penalty of the State of Utah and pursuant to UTAH CODE ANN. § 78B-18a-101, *et seq.*, that I have read the foregoing instrument and know the contents thereof to be true except as to matters therein stated to be alleged upon information and belief, and as to those matters I believe them to be true.

DATED this 5<sup>th</sup> day of March 2021.

By:   
Franklin D. Johnson

# **Exhibit "B"**

WHEN RECORDED MAIL TO:

Glendon E. Johnson, Jr.  
1200 South Oak Hills Way  
Salt Lake City, Utah 84108

5886056  
07/29/94 11:30 AM 11.00  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
FIRST AMERICAN TITLE  
REC BY: J FERGUSON DEPUTY - WI

5886056

Space above this line for recorder's use

WARRANTY DEED

Thomas W. Dizerega, as Grantor, of Salt Lake City, County of Salt Lake, State of Utah,  
hereby CONVEYS AND WARRANTS to Glendon E. Johnson, Jr., as Grantee, of Salt Lake City,  
County of Salt Lake, State of Utah, For the sum of TEN DOLLARS and other good and valuable  
consideration the following described property situated in the County of Salt Lake State of Utah, to wit,

PARCEL NO. 1:

LOT 17, OAK HILLS PLAT A-1, according to the plat thereof, as recorded in the office of the  
County Recorder of said County.

PARCEL NO. 2:

Also the Southerly 10.0 feet of Lot 16, OAK HILLS PLAT A-1 more particularly described as  
follows:

Beginning at the Northwest corner of Lot 17, OAK HILLS PLAT A-1 and running thence North  
0°09'33" West 10.0 feet; thence North 89°50'27" East 145.39 feet; thence by a curve to the  
right (radius North 75°26'16" West 631.52 feet) a distance of 9.47 feet; thence South  
89°28'34" West 142.93 feet to the point of beginning.

SUBJECT TO all easements, covenants, restrictions, rights of way and reservations appearing  
of record, and taxes for the year 1994, and thereafter.

WITNESS the hand(s), of said Grantor(s) , this 28th day of July, 1994.

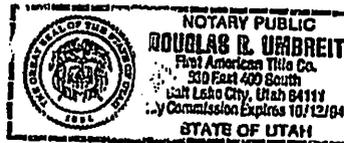
*Thomas W. Dizerega by John F. Bates*  
*his attorney in fact*  
Thomas W. Dizerega By John F. Bates, His  
Attorney In Fact

FIRST AMERICAN TITLE  
296822

STATE OF UTAH )  
 )  
:ss.  
County of Salt Lake )

On the 28th day of July, 1994, personally appeared before me, John F. Bates, who being by me duly  
sworn did say that he is the Attorney in Fact of Thomas W. Dizerega, and that the said instrument was  
signed in behalf of said Thomas W. Dizerega, by authority of a Power of Attorney dated July 23, 1994  
and the said John F. Bates acknowledged to me that he as such Attorney in Fact executed the same.

*John F. Bates*  
Notary Public



BK 6990 PG 1394

# Exhibit "C"

9387507  
05/26/2005 03:06 PM \$13.00  
Book - 9136 Pg - 412-413  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
FRANKLIN JOHNSON  
1200 OAK HILLS WAY  
SLC UT 84108  
BY: NEH, DEPUTY - WI 2 P.

When recorded, return to:  
Franklin D. Johnson  
1200 Oak Hills Way  
Salt Lake City, UT 84108

QUIT CLAIM DEED

For and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, GLENDON E. JOHNSON, Jr. Grantor, of McLean, Virginia, herewith QUIT CLAIMS to FRANKLIN D. JOHNSON, of Salt Lake City, Utah, Grantee, all of his right, title, and interest in and to that certain real property, along with all improvements thereto, located in the County of Salt Lake, State of Utah, to wit:

Parcel 1:

Lot 17, Oak Hills Plat "A-1", according to the official Plat thereof recorded in Book N of Plats at page 75, records of Salt Lake County, State of Utah.

Parcel 2:

The Southerly 10.0 feet of Lot 16, Oak Hills Plat "A-1", more particularly described as follows: Beginning at the Northwest corner of Lot 17, Oak Hills Plat "A-1", and running thence North 0°09'33" West 10 feet; thence North 89°50'27" East 145.39 feet; thence by a curve to the right (radius North 75°26'16" West 631.52 feet) a distance of 9.47 feet; thence South 89°28'34" West 142.93 feet to the point of beginning.

Serial No. 16-11-303-023

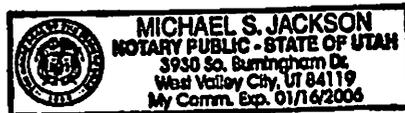
IN WITNESS WHEREOF, I have caused this Quit Claim Deed to be executed this 26<sup>th</sup> day of May, 2005.

*Glendon E. Johnson*  
*by John F. Bates*  
Glendon E. Johnson, Jr., by John F. Bates, his Attorney-in-Fact

STATE OF UTAH :  
: SS:  
COUNTY OF SALT LAKE :

ON THE 26<sup>th</sup> day of May, 2005, personally appeared before me JOHN F. BATES, the signer of the foregoing Quit Claim Deed, who, being first duly sworn, upon oath did declare that he is the duly appointed Attorney-in-Fact for Glendon E. Johnson, Jr., as evidenced by that certain Special and Limited Power of Attorney which is attached hereto, and that he executed the foregoing instrument in his capacity as Attorney-in-Fact for Glendon E. Johnson, Jr. for the purposes therein stated.

Notary Seal



*Michael S. Jackson*  
Notary Public



# Exhibit "D"

WHEN RECORDED MAIL TO:  
Martin W. Szegedi  
1200 South Oak Hills Way  
Salt Lake Cty, UT 84108

11978617  
1/20/2015 11:30:00 AM \$14.00  
Book - 10289 Pg - 7014-7015  
Gary W. Ott  
Recorder, Salt Lake County, UT  
PINNACLE TITLE CO.  
BY: eCASH, DEPUTY - EF 2 P.

**PINNACLE TITLE**



**RESPA  
Warranty Deed**

Order No. 125331SL

**Franklin D. Johnson**

Grantor,

hereby CONVEY and WARRANT to

**Martin W. Szegedi and Premavathy Rassiah, husband and wife** AS JOINT TENANTS  
Grantee,

of SALT LAKE CTY, County of SALT LAKE, State of UT, for the sum of TEN DOLLARS and other good and valuable consideration, the following tract of land in SALT LAKE County, State of UT, to-wit

See Attached Exhibit "A"

Parcel Number: 16-11-303-023

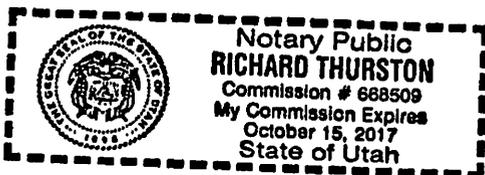
Subject to easements, restrictions and rights of way appearing of record and enforceable in law and subject to 2015 taxes and thereafter.

WITNESS the hand of said grantor, this 20th day of January, 2015

  
Franklin D. Johnson

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

On the 20th day of January, 2015, personally appeared before me Franklin D. Johnson, the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.



  
Notary Public

Order Number: 125331SL

Martin W. Szegedi and Premavathy Rassiah  
1200 Oak Hills Way  
Salt Lake City UT 84108

**EXHIBIT "A"**

Lot 17, Oak Hills Plat "A-1", according to the official plat thereof, recorded in Book M of Plats at Page 75, records of Salt Lake County, State of Utah.

Also, The Southerly 10.0 feet of Lot 16, Oak Hills Plat "A-1" more particularly described as follows: Beginning at the Northwest corner of Lot 17, Oak Hills Plat "A-1", and running thence North 0°09'33" West 10.0 feet; thence North 89°50'27" East 145.39 feet; thence by a curve to the right (radius North 75°26'16" West 631.52 feet) a distance of 9.47 feet; thence South 89°28'34" West 142.93 feet to the point of beginning.

Also, A Portion of Lots 20 and 21, Oak Hills Plat "A-1" described as follows: Beginning at the most Westerly point of Lot 17, Oak Hills Plat "A-1" and running thence North 26°24'21" East 46.84 feet; thence North 0°09'33" West 10.00 feet; thence Southwesterly along a straight line to the point of beginning.

Parcel Number: 16-11-303-023

# Exhibit "E"



