

REQUEST FOR AGENCY ACTION

SUBJECT: Acquisition of property located at approximately 8872 and 8890 S 5600 West.

SUMMARY: Approve Resolution No. 217 authorizing the execution of a Purchase and Sale Agreement for approximately 30.1 acres of land located generally at 9000 S 5600 West.

FISCAL/ASSET

IMPACT: The cost to acquire the property is \$7,000,000, which will be paid from existing funds held by the Redevelopment Agency.

STAFF

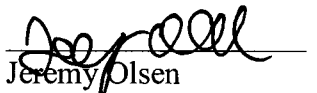
RECOMMENDATION: Staff recommends approval of the resolution authorizing the purchase of property located at 8872 and 8890 S 5600 West.

MOTION

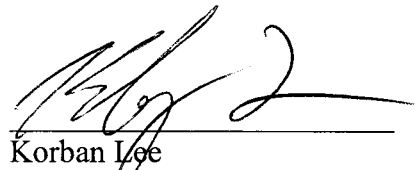
RECOMMENDED: "I move to approve Resolution # 217 authorizing the execution of a Purchase and Sale Agreement with Bodenvest LTD for the acquisition of 30.1 acres of land located at 8872 and 8890 South and 5600 West."

Roll Call vote required

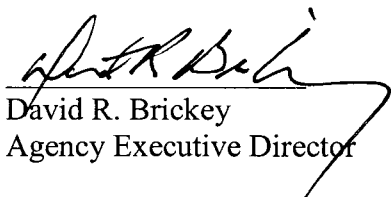
Prepared and to be presented by:


Jeremy Olsen
RDA Program Manager

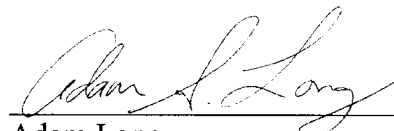
Recommended by:


Korban Lee
Assistant City Manager

Authorized for Council Consideration:


David R. Brickey
Agency Executive Director

Reviewed for Legal Sufficiency:


Adam Long
RDA General Counsel

BACKGROUND DISCUSSION:

At its January 13, 2016 meeting, the Redevelopment Agency of the City of West Jordan adopted resolution #181 authorizing the creation of the Copper Hills Marketplace - Community Development Project Area #2 in the area surrounding 5600 W 9000 South.

The Agency also authorized the purchase of approximately 19.4 acres of property in CDA #2 from the Woodbury Corporation for \$4.5 M, which is located at 9204 S 5600 West, located at the southwest corner of the intersection of 5600 West and 9000 South, representing a price per acre of \$231,900 for this transaction.

Since that time, Agency Staff have been in negotiations with the Bodenvest group regarding the acquisition of their 30-acre property, which is located on the northeast corner of the intersection located of 5600 West and 9000 South, directly north of the former Woodbury property, for a purchase price of \$232,600 per acre. The proposed purchase totals \$7.0 Million, and includes a three-payment structure comprising a first payment of \$2.5 M, a second payment of \$2.25 M, and the third and final payment of \$2.25 M.

If approved, the purchase would bring the Agency's total land holdings in the area to almost 50 acres, which could be utilized in the development of a regional shopping center, business or research park, or as a corporate campus. Ultimately, the city would be able to decide the future of the development in the area, and partner with the private sector to help improve the City's economic base, provide new employment opportunities to city residents, and potentially to provide goods and services to an underserved market.

REDEVELOPMENT AGENCY OF WEST JORDAN CITY

RESOLUTION NO. 217

A RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT FOR PROPERTY WITHIN THE COMMUNITY DEVELOPMENT PROJECT AREA #2 – COPPER HILLS MARKETPLACE BETWEEN THE REDEVELOPMENT AGENCY OF WEST JORDAN CITY AND BODENVEST LTD.

Whereas, the Board of the Redevelopment Agency of West Jordan City has reviewed the Agreement for Purchase and Sale of Property for land located at approximately 8872 S 5600 West, which is located in the Community Development Project Area #2– Copper Hills Marketplace; and

Whereas, the Board desires that said agreement be executed by the Agency Executive Director, with such changes as may be required based on review by Agency staff and legal counsel.

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF THE REDEVELOPMENT AGENCY OF WEST JORDAN, UTAH, THAT:

Section 1. The Agency Executive Director is hereby authorized to execute the Purchase Agreement between the Redevelopment Agency and Bodenvest Ltd., subject to the final approval of staff and legal counsel, and the city's Real Property Administrator is authorized to sign all documents reasonably necessary to close the transaction through a title company acceptable to both parties.

Section 2. This Resolution shall take effect immediately upon passage.

ADOPTED by Board the Redevelopment Agency of West Jordan City, this 17th day of July, 2019.

Redevelopment Agency of West Jordan City

Chairman Jim Riding

ATTEST:

Jamie Brooks, Interim City Clerk

Voting by the Board

Alan Anderson

Dirk Burton

Zach Jacob

Chad Lamb

Chris McConnehey

Kayleen Whitelock

Chairman Jim Riding

“Yes”

“No”

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement, dated the _____ day of _____, 2019, is by and between BODENVEST LTD., a Utah limited partnership (hereinafter referred to as "Grantor"), whose principal office address is 3912 South Monarch Drive, Bountiful, Utah 84010, and THE REDEVELOPMENT AGENCY OF WEST JORDAN CITY, a political subdivision of the State of Utah (hereinafter referred to as "Agency"), whose principal office address is 8000 South Redwood Road, West Jordan, Utah 84088.

RECITALS/CONSIDERATIONS

A. Grantor owns approximately 30.10 acres of vacant real property in West Jordan City, Salt Lake County, State of Utah, which is shown on the Salt Lake County Tax Rolls as 8872 South and 8990 South 5600 West, West Jordan, Utah, 84081, which can also be found under Salt Lake County Tax Parcels Numbers 26-02-200-035, 26-02-200-036 and 26-02-200-040, and which is legally described in the attached EXHIBIT 'A' (the "Property").

B. Agency has determined that acquiring the Property is in the Agency's best interest and Grantor has determined that it is a willing seller.

C. Grantor and Agency (each a "Party," and collectively "Parties") have agreed to proceed with this Real Estate Purchase and Sale Agreement (the "Agreement") pursuant to the terms and conditions set forth herein.

AGREEMENT

1. Incorporation of Recitals. The foregoing Recitals and all Exhibits attached hereto are hereby incorporated into this Agreement and are made a part hereof.

2. Acquisition Amount: Agency agrees to pay Grantor the total sum of SEVEN MILLION and 00/100 DOLLARS (\$7,000,000.00) for the Property, exclusive of closing, inspection and other related costs and fees, subject to the terms and conditions set forth below (collectively, the "Acquisition Amount").

- a. Agency shall pay Grantor the total sum of TWO MILLION FIVE HUNDRED THOUSAND and 00/100 DOLLARS (\$2,500,000.00) at closing (the "First Installment"). Closing shall be on or before Wednesday, July 31, 2019; provided, however, that the Parties may extend the date of closing to a mutually agreeable date if necessary.

- b. Agency shall pay Grantor the total sum of TWO MILLION TWO HUNDRED FIFTY THOUSAND and 00/100 DOLLARS (\$2,250,000.00), plus 2.5% annual interest on the unpaid balance from the date of closing, on or before Friday, January 31, 2020 (the "Second Installment").
- c. Agency shall pay Grantor the total sum of TWO MILLION TWO HUNDRED FIFTY THOUSAND and 00/100 DOLLARS (\$2,250,000.00), plus 2.5% annual interest on the unpaid balance from the date of the Second Installment, on or before Friday, January 29, 2021 (the "Final Installment").

3. No Personal Property. The Parties acknowledge that no personal property is being acquired and that no personal property is located on the Property.

4. Risk of Loss. Grantor shall be responsible for any risk of loss prior to closing, including the cost of removing any unauthorized dumping on the Property.

5. Conveyance Documents.

- a. Upon closing, Grantor shall cause title to the Property to be transferred to Agency by Special Warranty Deed in a form and format substantially similar to that which is attached hereto as EXHIBIT 'B' (the "Deed"). Grantor shall transfer title to Agency free and clear of all liens and encumbrances, subject only to the following: a) those matters deemed acceptable to Agency in Schedule B of a preliminary title commitment to be issued by Metro National Title Insurance Company; and b) those matters identifiable by viewing the Property, including but not limited to unrecorded easements, rights-of-way and property lines. The Schedule B exceptions of the title policy will be updated to the time of closing. This contract is contingent on there being no further liens or encumbrances appearing as additional exceptions to title not previously listed.
- b. Upon closing, Agency shall execute a Promissory Note (the "Note") and Deed of Trust (the "Deed of Trust"), both in a form reasonably acceptable to the Agency, in favor of Grantor in the amount of FOUR MILLION FIVE HUNDRED THOUSAND and 00/100 DOLLARS (\$4,500,000.00), with an annual interest rate of 2.5%.
- c. Upon Agency's payment of the Final Installment, Grantor shall execute, record, and deliver to Agency a Deed of Reconveyance, in a form reasonably acceptable to the Agency, releasing the Note and the Deed of Trust and reconveying title to the Property to the Agency.

6. Closing Costs and Prorations. The First Installment shall be due in full at closing, and the date of closing shall be used for proration of all property taxes due and owing on the Property, including greenbelt rollback taxes, if any, which will all be paid at Grantor's sole cost and expense. At Closing Grantor shall pay for and cause to be issued to Agency the most current version of an ALTA standard owner's policy of title insurance to cover the Property in the Acquisition Amount, and Grantor and Agency shall each pay one half of the fees charged by the escrow company to close this transaction. The escrow company is authorized and directed to withhold from Grantor's proceeds at Closing sufficient funds to pay off all mortgages, trust deeds, judgments, mechanic's liens, tax liens, warrants and any other monetary encumbrances that may attach to the Property.

Agency shall pay the recording fees associated with filing the Conveyance Documents in the office of the Salt Lake County Recorder.

7. Possession and Closing Date. Grantor shall provide possession of the Property to Agency on the date of Closing, free of all personal property, debris, and any hazardous materials from sources other than West Jordan City.

8. Voluntary Conveyance. Grantor acknowledges that the Property is being conveyed to Agency voluntarily and that there is not a current threat of eminent domain proceedings, and since this is a voluntary transaction Grantor waives any rights it might otherwise have to a "right of first refusal" on any surplus property should the Agency subsequently sell the Property in whole or in part.

9. Broker's Commission. No broker or finder has been used for this transaction; therefore, no commissions are due.

10. Entire Agreement. This Agreement sets forth the entire understanding of the Parties with respect to the matters set forth herein as of the date hereof, it supersedes all prior oral or written agreements of the Parties as to the matters set forth herein, and it cannot be altered or amended except pursuant to an instrument in writing, signed by the Parties.

11. Binding Effect. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, and any persons or entities claiming rights by, through or under them.

12. Advice of Counsel. The Parties confirm, represent and warrant that they (a) have carefully read this Agreement, (b) understand the terms hereof, (c) have had the opportunity to seek the advice from legal counsel of their own choosing, (d) find it to be a fair and reasonable compromise of the disputed claims, defenses and issues, (e) are executing this Agreement as a voluntary act, and (f) agree to be bound by and to faithfully execute the terms of the Agreement. The Parties further confirm, represent and warrant that they are not under duress, and they acknowledge that to the extent they have waived any rights or defenses by entry into this Agreement that such waiver was made voluntarily and with full knowledge of the ramifications of such waiver.

13. Attorney's Fees. If any Party shall seek to enforce or protect its rights under this Agreement or under any document or instrument executed and delivered in connection herewith in any action, suit, mediation, arbitration case or other proceeding, the prevailing Party shall be entitled to receive from the other Party payment of its costs and expenses, including reasonable attorneys' fees incurred (whether such costs or fees are incurred before or after the commencement of the proceeding), including any and all appeals or petitions therefrom.

14. Controlling Law, Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of Utah. Venue shall be in Salt Lake County, Utah.

15. Authority. The Parties represent and warrant that the individuals whose signatures appear below have full power and authority to enter into this Agreement on behalf of the Parties for

whom this Agreement is executed, and no further act on behalf of any such Party shall be or is required to authorize the execution of this Agreement.

16. Effect of Agreement. Nothing in this Agreement shall be construed to relieve Grantor or Agency of any obligations imposed by federal, state or local laws, ordinances, regulations or standards.

17. Assignment. This Agreement shall not be assigned by either Party.

18. Execution of Agreement. This Agreement shall be valid only after it has been executed by Grantor and by Agency's Executive Director, or designee, pursuant to authorization by the Agency Board.

SIGNATURES ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date and year first above written.

BODENVEST LTD., a Utah limited partnership

By: _____
Merrill K Bunker

Its: General Partner

STATE OF _____)
: SS.
COUNTY OF _____)

On this _____ day of _____, 2019, personally appeared before me Merrill K Bunker, who being by me duly sworn did say that he is the General Partner of BODENVEST LTD., a Utah limited partnership, and that the foregoing instrument was duly authorized and signed in behalf of said limited partnership.

NOTARY PUBLIC

My Commission Expires: _____

Residing in _____, _____

SIGNATURES CONTINUED ON THE NEXT PAGE

THE REDEVELOPMENT AGENCY OF WEST JORDAN CITY, a political subdivision of the
State of Utah

By: _____
Name: David R. Brickey
Title: Executive Director

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

On this _____ day of _____, 2019, personally appeared before me DAVID R. BRICKEY, who being by me duly sworn did say that he is the EXECUTIVE DIRECTOR of THE REDEVELOPMENT AGENCY OF WEST JORDAN CITY, a political subdivision of the State of Utah, and that the foregoing instrument was signed in behalf of said entity and that said entity executed the same.

NOTARY PUBLIC

My Commission Expires:

Residing in _____ County, _____

EXHIBIT 'A'
(THE "PROPERTY")

BEGINNING AT A POINT ON THE WEST LINE OF 5600 WEST STREET THAT IS SOUTH 00°03'00" WEST 660.80 FEET ALONG THE SECTION LINE AND NORTH 89°57'00" WEST 54.00 FEET FROM THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH, AND RUNNING THENCE ALONG SAID WEST STREET LINE, DESCRIBED IN A WARRANTY DEED RECORDED AS ENTRY #11290766 IN BOOK 9971 AT PAGE 7239, SALT LAKE COUNTY RECORDER'S OFFICE, THE FOLLOWING SIX (6) COURSES: 1) SOUTH 00°03'00" WEST (SOUTH 00°02'46" WEST, BY RECORD) 1198.03 FEET, 2) SOUTH 02°59'37" WEST (SOUTH 02°59'23" WEST, BY RECORD) 305.68 FEET, 3) SOUTH 00°03'00" WEST (SOUTH 00°02'46" WEST, BY RECORD) 265.63 FEET, 4) NORTH 89°43'45" WEST 14.44 FEET, 5) SOUTH 00°03'00" WEST 92.20 FEET, 6) SOUTH 45°02'45" WEST 36.24 FEET (35.67 FEET, BY RECORD) TO THE NORTH LINE OF 9000 SOUTH STREET AS CONVEYED IN SAID WARRANTY DEED RECORDED AS ENTRY #11290766 AND IN A WARRANTY DEED RECORDED AS ENTRY #11290767 IN BOOK 9971 AT PAGE 7241, SALT LAKE COUNTY RECORDER'S OFFICE; THENCE ALONG SAID NORTH STREET LINE THE FOLLOWING THREE (3) COURSES: 1) WESTERLY 120.52 FEET ALONG A NON-TANGENT, 4771.90-FOOT-RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 01°26'50", CHORD BEARS SOUTH 88°37'22" WEST 120.52 FEET, TO A POINT DESIGNATED AS POINT "B", WHICH POINT IS 87.90 FEET PERPENDICULARLY DISTANT NORTHERLY FROM STATION 121+07.07 OF THE CONTROL LINE FOR 9000 SOUTH STREET AS PART OF UTAH DEPARTMENT OF TRANSPORTATION HIGHWAY PROJECT NO. MP-0182(6), 2) WESTERLY 154.41 FEET CONTINUING ALONG SAID 4771.90-FOOT-RADIUS CURVE THROUGH A CENTRAL ANGLE OF 01°51'14", CHORD BEARS SOUTH 86°58'20" WEST 154.40 FEET, 3) SOUTH 89°58'12" WEST 296.88 FEET TO THE SOUTHEAST CORNER OF THE PROPERTY CONVEYED IN A WARRANTY DEED RECORDED AS ENTRY #11219986 IN BOOK 9939 AT PAGE 8519, SALT LAKE COUNTY RECORDER'S OFFICE; THENCE NORTH 00°05'23" EAST 208.71 FEET ALONG THE EAST LINE OF SAID PROPERTY TO A CORNER; THENCE SOUTH 89°58'12" WEST 208.71 FEET ALONG THE NORTH LINE OF SAID PROPERTY TO A CORNER ON THE EAST LINE OF THE PROPERTY CONVEYED IN SAID WARRANTY DEED RECORDED AS ENTRY #11290767; THENCE ALONG SAID EAST LINE THE FOLLOWING THREE (3) COURSES: 1) NORTH 00°05'23" EAST 313.62 FEET, 2) SOUTH 89°54'37" EAST 20.00 FEET TO A RIGHT-OF-WAY MONUMENT AND TO A NON-TANGENT, 6950.00-FOOT-RADIUS CURVE TO THE LEFT, 3) NORTHERLY 841.45 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°56'13", CHORD BEARS NORTH 03°26'45" WEST (NORTH 03°22'45" WEST, BY RECORD) 840.94 FEET, TO THE SOUTH LINE OF THE FORMER NEW BINGHAM HIGHWAY TO A POINT DESIGNATED AS POINT "A", WHICH POINT IS 409.73 FEET PERPENDICULARLY DISTANT EASTERLY FROM STATION 1410+21.97 OF THE CONTROL LINE FOR THE MOUNTAIN VIEW CORRIDOR AS PART OF UTAH DEPARTMENT OF TRANSPORTATION HIGHWAY PROJECT NO. MP-0182(6); THENCE NORTH 58°16'26" EAST 1019.79 FEET (NORTH 57°50' EAST 1021.76 FEET, BY RECORD) ALONG THE SOUTH LINE OF SAID FORMER HIGHWAY TO THE WEST LINE OF SAID 5600 WEST STREET AND TO THE POINT OF BEGINNING.

SURVEYED PARCEL CONTAINS 30.10 ACRES, MORE OR LESS

EXHIBIT 'B'
(THE "DEED")

WHEN RECORDED, PLEASE RETURN TO:

West Jordan City Recorder
8000 South Redwood Road
West Jordan, Utah 84088

Portions of APN: 26-02-200-035
 26-02-200-036
 26-02-200-040

SPECIAL WARRANTY DEED

BODENVEST LTD., a Utah limited partnership (hereinafter referred to as "Grantor"), whose principal office address is 3912 South Monarch Drive, Bountiful, Utah 84010, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey and warrant against all who claim by, through or under the Grantor, to **THE REDEVELOPMENT AGENCY OF WEST JORDAN CITY, a political subdivision of the State of Utah (hereinafter referred to as "Grantee")**, whose principal office address is 8000 South Redwood Road, West Jordan, Utah 84088, the following parcels of real property located in Salt Lake County, State of Utah, more particularly described as follows, to wit:

See Exhibit 'B-1' attached hereto and incorporated herein.

TO HAVE AND TO HOLD the described property, together with the tenements, hereditaments, and appurtenances belonging to the property to Grantee, Grantee's successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this instrument as of this _____ day of _____, 2019.

BODENVEST LTD., a Utah limited partnership

By: _____
Merrill K Bunker
Its: General Partner

NOTARY ACKNOWLEDGMENT HERE

Exhibit 'B-1'

BEGINNING AT A POINT ON THE WEST LINE OF 5600 WEST STREET THAT IS SOUTH 00°03'00" WEST 660.80 FEET ALONG THE SECTION LINE AND NORTH 89°57'00" WEST 54.00 FEET FROM THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH, AND RUNNING THENCE ALONG SAID WEST STREET LINE, DESCRIBED IN A WARRANTY DEED RECORDED AS ENTRY #11290766 IN BOOK 9971 AT PAGE 7239, SALT LAKE COUNTY RECORDER'S OFFICE, THE FOLLOWING SIX (6) COURSES: 1) SOUTH 00°03'00" WEST (SOUTH 00°02'46" WEST, BY RECORD) 1198.03 FEET, 2) SOUTH 02°59'37" WEST (SOUTH 02°59'23" WEST, BY RECORD) 305.68 FEET, 3) SOUTH 00°03'00" WEST (SOUTH 00°02'46" WEST, BY RECORD) 265.63 FEET, 4) NORTH 89°43'45" WEST 14.44 FEET, 5) SOUTH 00°03'00" WEST 92.20 FEET, 6) SOUTH 45°02'45" WEST 36.24 FEET (35.67 FEET, BY RECORD) TO THE NORTH LINE OF 9000 SOUTH STREET AS CONVEYED IN SAID WARRANTY DEED RECORDED AS ENTRY #11290766 AND IN A WARRANTY DEED RECORDED AS ENTRY #11290767 IN BOOK 9971 AT PAGE 7241, SALT LAKE COUNTY RECORDER'S OFFICE; THENCE ALONG SAID NORTH STREET LINE THE FOLLOWING THREE (3) COURSES: 1) WESTERLY 120.52 FEET ALONG A NON-TANGENT, 4771.90-FOOT-RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 01°26'50", CHORD BEARS SOUTH 88°37'22" WEST 120.52 FEET, TO A POINT DESIGNATED AS POINT "B", WHICH POINT IS 87.90 FEET PERPENDICULARLY DISTANT NORTHERLY FROM STATION 121+07.07 OF THE CONTROL LINE FOR 9000 SOUTH STREET AS PART OF UTAH DEPARTMENT OF TRANSPORTATION HIGHWAY PROJECT NO. MP-0182(6), 2) WESTERLY 154.41 FEET CONTINUING ALONG SAID 4771.90-FOOT-RADIUS CURVE THROUGH A CENTRAL ANGLE OF 01°51'14", CHORD BEARS SOUTH 86°58'20" WEST 154.40 FEET, 3) SOUTH 89°58'12" WEST 296.88 FEET TO THE SOUTHEAST CORNER OF THE PROPERTY CONVEYED IN A WARRANTY DEED RECORDED AS ENTRY #11219986 IN BOOK 9939 AT PAGE 8519, SALT LAKE COUNTY RECORDER'S OFFICE; THENCE NORTH 00°05'23" EAST 208.71 FEET ALONG THE EAST LINE OF SAID PROPERTY TO A CORNER; THENCE SOUTH 89°58'12" WEST 208.71 FEET ALONG THE NORTH LINE OF SAID PROPERTY TO A CORNER ON THE EAST LINE OF THE PROPERTY CONVEYED IN SAID WARRANTY DEED RECORDED AS ENTRY #11290767; THENCE ALONG SAID EAST LINE THE FOLLOWING THREE (3) COURSES: 1) NORTH 00°05'23" EAST 313.62 FEET, 2) SOUTH 89°54'37" EAST 20.00 FEET TO A RIGHT-OF-WAY MONUMENT AND TO A NON-TANGENT, 6950.00-FOOT-RADIUS CURVE TO THE LEFT, 3) NORTHERLY 841.45 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°56'13", CHORD BEARS NORTH 03°26'45" WEST (NORTH 03°22'45" WEST, BY RECORD) 840.94 FEET, TO THE SOUTH LINE OF THE FORMER NEW BINGHAM HIGHWAY TO A POINT DESIGNATED AS POINT "A", WHICH POINT IS 409.73 FEET PERPENDICULARLY DISTANT EASTERLY FROM STATION 1410+21.97 OF THE CONTROL LINE FOR THE MOUNTAIN VIEW CORRIDOR AS PART OF UTAH DEPARTMENT OF TRANSPORTATION HIGHWAY PROJECT NO. MP-0182(6); THENCE NORTH 58°16'26" EAST 1019.79 FEET (NORTH 57°50' EAST 1021.76 FEET, BY RECORD) ALONG THE SOUTH LINE OF SAID FORMER HIGHWAY TO THE WEST LINE OF SAID 5600 WEST STREET AND TO THE POINT OF BEGINNING.

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