

Recorded at the Request of:

G & N Wood Properties, L.L.C.  
P.O. Box 1324  
West Jordan, Utah 84084  
Attention: Norma Wood

13075364  
9/16/2019 4:45:00 PM \$40.00  
Book - 10831 Pg - 5111-5124  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
MERIDIAN TITLE  
BY: eCASH, DEPUTY - EF 14 P.

Tax Parcel Nos.: 20-21-276-003, 20-21-400-002, 20-22-300-001, 20-21-300-003, 20-21-201-005

Space above for County Recorder's use

## BOUNDARY LINE AGREEMENT

This Boundary Line Agreement ("**Agreement**") is made and entered into as of the 31 day of July, 2019, by and between G & N WOOD PROPERTIES, L.L.C., a Utah limited liability company ("**Wood**"), whose address is P.O. Box 1324, West Jordan, Utah 84084, and ALMA E. AND ETHEL B. RUSHTON FAMILY PARTNERSHIP, a Utah general partnership ("**Rushton**"), whose address is c/o Terry Rushton, 4441 South 5400 West, West Valley City, Utah 84120. Wood and Rushton are sometimes collectively referenced in this Agreement as the "Parties" or individually referenced as a "Party".

### RECITALS:

A. Wood is the fee simple owner of certain real property in Salt Lake County, Utah (the "**Wood Parcel**"), the record legal description of which is set forth in Exhibit "A" attached hereto.

B. Rushton is the fee simple owner of certain real property in Salt Lake County, Utah (the "**Rushton Parcel**") that neighbors the Wood Parcel to the north, the record legal description of which is set forth in Exhibit "B" attached hereto.

C. The Parties acknowledge that certain ambiguities exist as to the common boundary line between the Wood Parcel and the Rushton Parcel. The Parties desire to enter into this Agreement in order to eliminate such ambiguities and to forever determine and establish the common boundary line between the Parcels.

D. In connection with this Agreement, Rushton or one of its agents or buyers obtained a survey of the common boundary line (the "**Survey**") to permanently define the location of the common boundary line of the Wood Parcel (to the north) and the Rushton Parcel (to the south). The Survey was performed by Focus Engineering, and was filed with the Salt Lake County Surveyor's Office on or about May 30, 2019, as file number S2019-05-0307. A copy of the Survey is attached hereto as Exhibit "C."

E. The Parties have agreed to recognize the boundary line depicted on the Survey as the true boundary between their respective Parcels in accordance with the terms of this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Confirmation of Parcel Boundary Line. The Parties hereby incorporate into this Agreement all recitals set forth above by this reference. The Parties state, confirm, and ratify the location of the common boundary line of the Wood Parcel (to the north) with respect to the Rushton Parcel (to the south) as depicted on the Survey as being the true, correct, and accurate location of the common boundary line between their respective Parcels (the "**Boundary Line**"), which boundary line is more particularly described in Exhibit "D" attached hereto and incorporated herein by this reference, which line immediately abuts the Wood Parcel and the Rushton Parcel as shown on the Survey. Each Party hereby acknowledges and agrees that it neither has, nor shall have as a result of any claims of adverse possession, any right, title, interest, or claim in or to any portion of the Parcels outside of the property lines for such Party's Parcel as depicted on the Survey.

2. Wood Quit Claim. By placing its signature below, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, Wood does hereby quit claim unto Rushton, and its successors and assigns forever, all of its right, title, interest, equity, and estate in and to the Wood Parcel lying northerly of the Boundary Line, as depicted on the Survey, to have and to hold unto Rushton, and unto its heirs and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

3. Rushton Quit Claim. By placing its signature below, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, Rushton does hereby quit claim unto Wood, and its successors and assigns forever, all of its right, title, interest, equity, and estate in and to the Rushton Parcel lying southerly of the Boundary Line as depicted on the Survey, to have and to hold unto Wood, and unto its heirs and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

4. Further Assurances. Each Party agrees to cooperate with the other (the "**Requesting Party**") in the event the Requesting Party shall reasonably request additional written assurances to confirm the location of the Boundary Line, provided any expenses arising from such request shall be borne by the Requesting Party.

5. Enforceability. Each Party agrees that a breach of this Agreement by it will cause irreparable harm to the other Parties and that the non-breaching Party or Parties shall have the right to enforce this Agreement by specific performance, which right shall be cumulative with all other rights and remedies. In the event of any litigation regarding this Agreement, the prevailing Party shall be paid its legal fees by the losing Party. In the event that any provision of this Agreement is illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected thereby, and in lieu of such provision, there shall be added a provision as similar in terms as such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

6. Binding Effect/Recording in the Real Estate Records. This Agreement is intended to run with the parties' respective Parcels and bind the Parties to this Agreement, as well as their respective legal and personal representatives, heirs, assigns, successors-in-interest, executors, and administrators. The parties acknowledge this Agreement shall be recorded in the official records of the office of the County Recorder for Salt Lake County, State of Utah.

7. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or a dedication of any portion of the Parcels to or for the general public or for any public purpose whatsoever, it being the intent of the parties that this Agreement be strictly limited to and for the purposes

expressed herein.

8. Authority. The undersigned represent and warrant that each of them has been duly authorized to execute this Agreement for and on behalf of the respective Parties. The undersigned further represent and warrant that this Agreement, when fully executed, shall constitute a legal, valid, and binding agreement for each of the respective Parties, enforceable in accordance with its terms.

9. No Relationship. The Parties hereto do not, by this Agreement nor by any Parties' acts, become principal and agent, limited or general partner, joint venturers, or of any other similar relationship of each other in the conduct of their respective businesses or otherwise.

10. No Relinquishment of Rights. Except for the quit claim conveyances set forth in Sections 2 and 3 above, nothing contained in this Agreement shall be construed as transferring, granting, conveying, or relinquishing any Party's easement rights or interests of record with the office of the County Recorder for Salt Lake County, State of Utah.

11. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

*[Remainder of Page Intentionally Left Blank.]*

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of the 17<sup>th</sup> day of July, 2019.

**WOOD:**

G & N WOOD PROPERTIES, L.L.C., a Utah limited liability company

By: *Norma G. Wood*  
Name: Norma G. Wood  
Its: Manager

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

On the 17<sup>th</sup> day of JULY, 2019, personally appeared before me Norma Wood, who, being by me duly sworn, did say the she is the Manager of G & N WOOD PROPERTIES, L.L.C., a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said entity by authority of its operating agreement and said person acknowledged to me that said entity executed the same.

*Katelyn Mickelsen*  
Notary Public



RUSHTON:

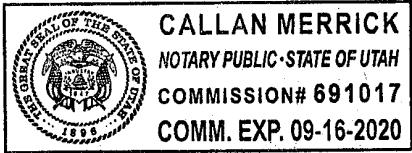
ALMA E. AND ETHEL B. RUSHTON FAMILY  
PARTNERSHIP, a Utah general partnership  
By Its General Partners:

RUSHTON FAMILY COMPANY, LLC, a Utah  
limited liability company

By Lynda R. Ahlquist  
Lynda R. Ahlquist, Its Manager

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

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of July,  
2019, by Lynda R. Ahlquist, as the Manager of Rushton Family Company, LLC, a Utah limited  
liability company, which is a general partner of Alma E. and Ethel B. Rushton Family  
Partnership, a Utah general partnership.



[Signature]  
NOTARY PUBLIC

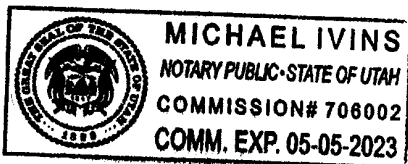
A. LAURENCE & ELVA J. RUSHTON FAMILY  
COMPANY, LLC, a Utah limited liability company

By Terry L. Rushton  
Terry L. Rushton, Its Manager

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

A. Laurence + Elva J.

The foregoing instrument was acknowledged before me this 29 day of July,  
2019, by Terry L. Rushton as the Manager of Rushton Family Company, LLC, a Utah limited  
liability company, which is a general partner of Alma E. and Ethel B. Rushton Family  
Partnership, a Utah general partnership.



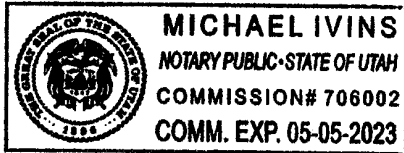
[Signature]  
NOTARY PUBLIC

FLOYD & NORMA RUSHTON PROPERTIES, LLC,  
a Utah limited liability company

By *Floyd S. Rushton*  
Floyd S. Rushton, Its Manager

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

The foregoing instrument was acknowledged before me this 29 day of July, 2019, by Floyd S. Rushton, as the Manager of Floyd & Norma Rushton Properties LLC, a Utah limited liability company, which is a general partner of Alma E. and Ethel B. Rushton Family Partnership, a Utah general partnership.



*Michael Ivins*  
NOTARY PUBLIC

JONES LEHI, LLC, a Utah limited liability company  
By *Harry R. Jones*  
Harry R. Jones, Its Manager

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

The foregoing instrument was acknowledged before me this 31 day of July, 2019, by Harry R. Jones, the Manager of Jones Lehi, LLC, a Utah limited liability company, which is a general partner of Alma E. and Ethel B. Rushton Family Partnership, a Utah general partnership.



*Michael Ivins*  
NOTARY PUBLIC

ELSIE LOVELACE, LLC, a Utah limited liability company

By Brad D. Turpin  
Brad D. Turpin, Its Manager

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

The foregoing instrument was acknowledged before me this 30 day of July, 2019, by Brad D. Turpin, as the Manager of Elsie Lovelace, LLC, a Utah limited liability company, which is a general partner of Alma E. and Ethel B. Rushton Family Partnership, a Utah general partnership.



[Signature]  
NOTARY PUBLIC

**EXHIBIT "A"**

**LEGAL DESCRIPTIONS OF WOODS PARCELS**

Parcel 1:

Lots 1 and 8 of Section 21, Township 2 South, Range 2 West, Salt Lake Base and Meridian.

Tax Parcel No. 20-21-400-002

Parcel 2:

Lots 1 and 2 of Section 22, Township 2 South, Range 2 West, Salt Lake Base and Meridian.

Tax Parcel No. 20-22-300-001



**EXHIBIT "B"**

**LEGAL DESCRIPTIONS OF RUSHTON PARCELS**

Land located in Salt Lake County, Utah:

Parcel 1:

Proposed Sunset Hills Phase 3:

A PART OF THE NORTHWEST QUARTER OF SECTION 22 AND THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH.

BEGINNING AT A POINT LOCATED 1335.47 FEET SOUTH 0°06'45" EAST ALONG THE SECTION LINE AND 615.69 FEET NORTH 89°50'07" WEST FROM THE NORTHWEST CORNER OF SAID SECTION 22 AS ESTABLISHED PER JOHN STAHL SURVEY ON FILE WITH THE SALT LAKE COUNTY SURVEYOR'S OFFICE, DOCUMENT S1989-01-0017. SAID NORTHWEST CORNER OF SAID SECTION 22 ALSO BEING 238.88 FEET SOUTH 85°21'44" EAST FROM AN EXISTING SALT LAKE COUNTY MONUMENT AS SHOWN ON THE COUNTY AREA REFERENCE PLAT, SAID POINT ALSO BEING THE NORTHWEST CORNER OF "SUNSET HILLS P.U.D. PHASE 2A" ON FILE AT THE SALT LAKE COUNTY SURVEYOR'S OFFICE AND RUNNING THENCE S00°08'57"W 255.81 FEET; THENCE N89°51'03"W 21.56 FEET; THENCE S0°08'57"W 148.02 FEET; THENCE S58°43'40"E 95.39 FEET; THENCE S44°38'20"E 55.26 FEET; THENCE S63°05'18"E 38.76 FEET; THENCE S89°51'03"E 80.00 FEET; THENCE S00°08'57"W 100.00 FEET; THENCE N89°51'03"W 39.29 FEET; THENCE S00°08'57"W 154.00 FEET; THENCE S89°51'03"E 177.38 FEET; THENCE S70°49'11"E 104.02 FEET; THENCE S57°40'43"E 48.99 FEET; THENCE S42°41'25"E 85.57 FEET; THENCE S53°56'51"W 85.33 FEET TO A 15.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 22.72 FEET (CHORD BEARS N82°39'32"W 20.61 FEET); THENCE S50°44'06"W 54.00 FEET TO A POINT ON A 153.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 8.58 FEET (CHORD BEARS S37°39'32"E 8.58 FEET); THENCE S36°03'09"E 133.27 FEET TO A 15.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 28.30 FEET (CHORD BEARS S17°59'30"W 24.28 FEET); THENCE S11°17'50"E 54.37 FEET TO A 15.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 28.30 FEET (CHORD BEARS S53°55'12"E 24.28 FEET); THENCE S00°07'27"W 96.94 FEET TO A 25.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 39.29 FEET (CHORD BEARS S45°08'40"W 35.37 FEET); THENCE S00°09'53"W 40.00 FEET TO A POINT THAT IS THE SOUTHWEST CORNER OF "SUNSET HILLS P.U.D. PHASE 2A" ON FILE AT THE SALT LAKE COUNTY SURVEYOR'S OFFICE AND RUNNING THENCE N89°50'07"W 1190.35 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N89°50'07"W 247.00 FEET; THENCE N00°06'45"W 1335.47 FEET, MORE OR LESS, TO A FENCE LINE; THENCE S89°50'07"E 247.00 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 21; THENCE S89°50'07"E 695.92 FEET TO THE POINT OF BEGINNING.

Tax Parcel No. 20-21-276-003

Parcel 2:

Record Description for Parcel 20-21-201-005 per a Boundary Line Agreement on file as, Entry No. 9894214, Book 9374, Page 4102, Salt Lake County Recorder's Office.

Commencing at the corner common to Sections 14, 15, 22 and 23, Township 2 South, Range 2 West, Salt Lake Base and Meridian, and running thence North 89°50'07" West, along the North Line of Section 22 and the Westerly extension thereof, as shown on that certain record of survey filed in the Office of

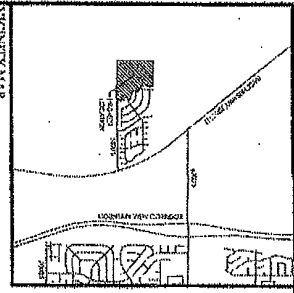
the Surveyor of Salt Lake County, Utah, number S89-01-0017, a distance of 6,558.05 feet to a point;  
Thence South 0°06'45" East, 1,335.47 feet to the Point of Beginning for this description;  
Thence North 89°50'07" West, a distance of 247.00 feet, more or less to a point on an existing fence  
line; Thence South 0°06'45" East, along said fence line and the Southerly extension thereof, a distance of  
1,335.47 feet to a point; Thence South 89°50'07" East, a distance of 247.00 feet to a point;  
Thence North 0°06'45" West, a distance of 1,335.47 feet to the Point of Beginning. Contains 7.573  
acres more or less.  
Tax parcel no. 20-21-201-005

**EXHIBIT "C"**  
**Recorded Surveys**

*See attached.*

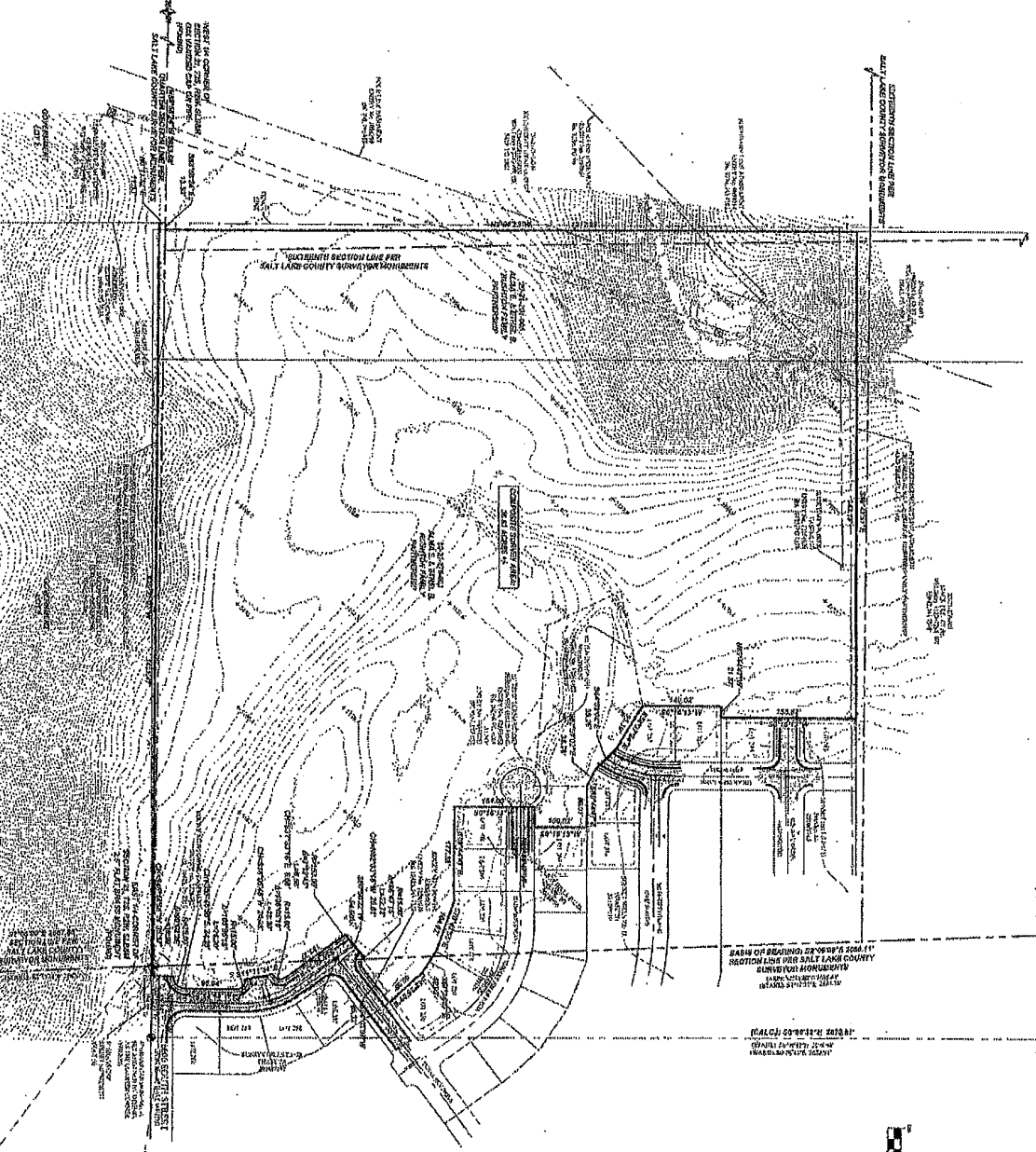


Exhibit "C" - Pg. 2

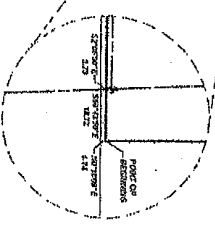
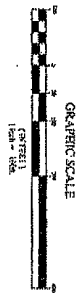
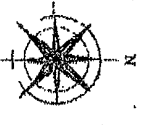


LEGEND

	BOUNDARY LINE
	SECTION LINE
	ROAD CENTERLINE
	EASEMENT
	CONTOUR LINE
	SPOT ELEVATION
	UTILITY LINE
	BUILDING
	FENCE
	MONUMENT
	SURVEY POINT
	PROPOSED ROAD
	PROPOSED EASEMENT



S2019-05-0307 2 of 2  
 Reid J. Denmark, P.L.S.  
 SALT LAKE COUNTY SURVEYOR



NO.	DATE	DESCRIPTION
1	05/03/2019	FIELD SURVEY
2	05/15/2019	OFFICE CALCULATIONS
3	05/20/2019	FINAL PLOTTING

**BOUNDARY SURVEY**  
 LOCATED IN THE NE 1/4 & SE 1/4 OF SECTION 21, AND THE NW 1/4 & SW 1/4 OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SLB&M, SALT LAKE COUNTY, UTAH  
 PREPARED FOR DAI



**FOCUS**  
 ENGINEERING AND SURVEYING, LLC  
 800 SOUTH HIGHWAY 12 SOUTH, SUITE 200  
 MIDWAY, UT 84042 (801) 527-2600  
 www.focus-es.com

**EXHIBIT "D"**

Boundary Line

A Boundary Line Agreement to resolve an overlap between ALMA E. and ETHEL B. RUSHTON FAMILY PARTNERSHIP & G & N WOOD PROPERTIES, L.L.C., Affects parcels located in the NE1/4 and the SE1/4 of Section 21, and the NW1/4 and the SW1/4 of Section 22, Township 2 South, Range 2 West, Salt Lake Base and Meridian, The Basis of Bearing for Description is N02°06'W between the East Quarter Corner and the Northeast Corner of said Section 21 as established by the existing monuments currently accepted by the Salt Lake County Surveyor, said boundary line being more particularly described as follows:

Beginning at a point on the westerly line of Sunset Hills P.U.D. Phase 2A as recorded at Entry No. 12312127, Book 2016P, Page 143 in the Office of the Salt Lake County Recorder, said point being N00°16'09"E 1.74 feet from the southwest corner of said Sunset Hills P.U.D. Phase 2A, said Point of Beginning being S02°06'00"E 3.73 feet and S89°43'41"E 18.72 feet and N00°16'09"E 1.74 feet, from the Salt Lake County brass cap monument at the East Quarter Corner of Section 21, Township 2 South, Range 2 West, Salt Lake Base and Meridian, running thence along a mutually agreed upon line N89°21'07"W 1451.47 feet to a line established by a Boundary Line Agreement on file in the Salt Lake County Recorder's office at Entry No.12913643, Book 10743, Page 7033, between G & N Wood Properties, L.L.C. and Kennecott Utah Copper LLC, being the point of terminus.