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9/16/2019 4:45:00 PM \$40.00  
Book - 10831 Pg - 5125-5141  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
MERIDIAN TITLE  
BY: eCASH, DEPUTY - EF 17 P.

After Recording, Return To:  
Terry Rushton  
4441 South 5400 West  
West Valley City, Utah 84120

Affects Parcel Nos. 20-21-201-003, 20-21-226-001,  
20-21-276-003, and 20-21-201-005

### BOUNDARY LINE AGREEMENT

This Boundary Line Agreement is made and executed as of the 13 day of September, 2019, and by and among the 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, and TBJ & M, LLC, a Utah limited liability company, as to an undivided 25% interest, Connie Strang, as to an undivided 10% interest, MAC8, LLC, a Utah limited liability company, as to an undivided 50% interest, Robert B. Strang, as to an undivided 10% interest, and Gayle Evans, as to an undivided 5% interest (collectively referred to as the "Woodhollow Group"), whose address is 11576 S. State St. #102B Draper UT 84020. Rushton and the Woodhollow Group are sometimes collectively referenced in this Agreement as the "Parties" or individually referenced as a "Party."

### RECITALS

- A. Rushton owns and possesses those certain parcels of land located in Salt Lake County, Utah, the record legal descriptions of which are set forth in Exhibit "A" attached hereto (the "Rushton Parcels").
- B. The Woodhollow Group owns and possesses those certain parcels of land located in Salt Lake County, Utah, the record legal description of which are set forth in Exhibit "B" attached hereto (the "Woodhollow Parcels").
- C. The Rushton Parcels and the Woodhollow Parcels are adjacent to each other, with the Woodhollow Parcels lying immediately north of the Rushton Parcels.
- D. 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.

E. 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 Woodhollow Parcels (to the north) and the Rushton Parcels (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 Woodhollow Parcels (to the south) with respect to the Rushton Parcels (to the north) 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 Woodhollow Parcels and the Rushton Parcels 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 Parcels as depicted on the Survey.

2. Woodhollow Quit Claim. By placing their signatures 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, the Woodhollow Group 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 Woodhollow Parcels lying southerly 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 the Woodhollow Group, and their successors and assigns forever, all of its right, title, interest, equity, and estate in and to the Rushton Parcels lying northerly of the Boundary Line as depicted on the Survey, to have and to hold unto the Woodhollow Group, and unto their 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.]*

EXECUTED as of the date first above written.

“RUSHTON”

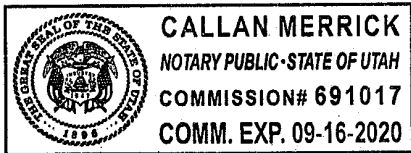
**ALMA E. AND ETHEL B. RUSHTON FAMILY PARTNERSHIP**, a Utah general partnership  
By Its General Partners:

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.



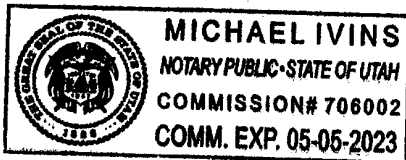
*Callan Merrick*  
NOTARY PUBLIC

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 )

The foregoing instrument was acknowledged before me this 29 day of July, 2019, by Terry L. Rushton, as the Manager of A. Laurence & Elva J. 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.



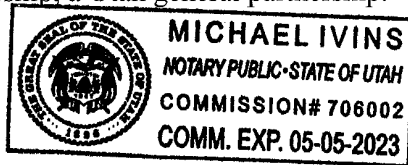
[Signature]  
NOTARY PUBLIC

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.



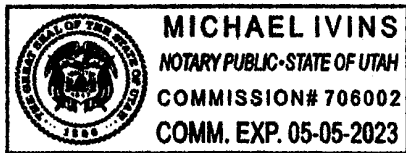
[Signature]  
NOTARY PUBLIC

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, as 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.



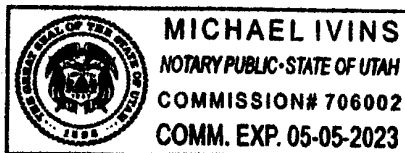
[Signature]  
NOTARY PUBLIC

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

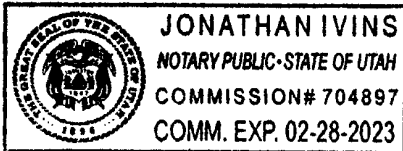
“WOODHOLLOW”

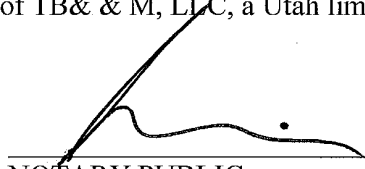
TBJ & M, LLC, a Utah limited liability company

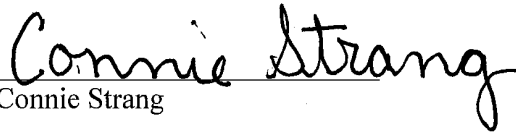
By   
Kenneth S. Olson, Its Manager

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

The foregoing instrument was acknowledged before me this 7 day of August, 2019, by Kenneth S. Olson, as the Manager of TB& & M, LLC, a Utah limited liability company.



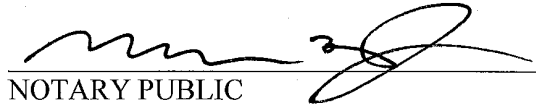
  
NOTARY PUBLIC

  
Connie Strang

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

The foregoing instrument was acknowledged before me this 13 day of September, 2019, by Connie Strang.



  
NOTARY PUBLIC

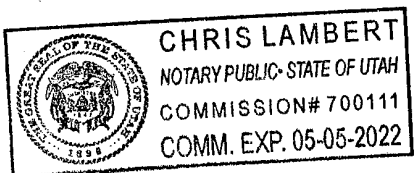


MAC8, LLC, a Utah limited liability company

By *Gary W. McDougal*  
Gary W. McDougal, Its Manager

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

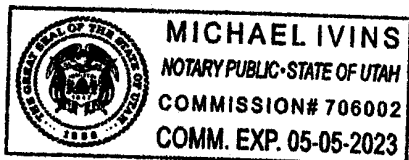
The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of August, 2019, by Gary W. McDougal, as the Manager of MAC8, LLC, a Utah limited liability company.



*Robert B. Strang*  
NOTARY PUBLIC  
*Robert B. Strang*  
Robert B. Strang

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

The foregoing instrument was acknowledged before me this 13 day of September, 2019, by Robert B. Strang.

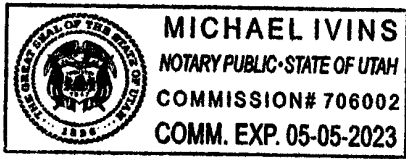


*Michael Ivins*  
NOTARY PUBLIC

Gayle Evans  
Gayle Evans

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

The foregoing instrument was acknowledged before me this 13 day of Sept,  
2019, by Gayle Evans.



[Signature]  
NOTARY PUBLIC

**EXHIBIT "A"**

**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 "B"**

**LEGAL DESCRIPTION OF WOODHOLLOW PARCELS**

Land located in Salt Lake County, Utah:

Beginning at the Northwest corner of the Northeast quarter of the Northeast quarter of Section 21, Township 2 South, Range 2 West, Salt Lake Base and Meridian; thence North  $89^{\circ}50'07''$  West, a distance of 247.0 feet, more or less to an existing fence line; thence South  $0^{\circ}06'45''$  East, along said fence line, a distance of 1,335.47 feet; thence South  $89^{\circ}50'07''$  East, a distance of 247.0 feet to the Southwest corner of the Northeast quarter of the Northeast quarter of Section 21, Township 2 South, Range 2 West, Salt Lake Base and Meridian; thence North  $0^{\circ}06'45''$  West, along the west line of said Northeast quarter of the Northeast quarter of Section 21, Township 2 South, Range 2 West, Salt Lake Base and Meridian, a distance of 1,335.47 feet to the point of beginning.

Tax parcel no. 20-21-201-003

The Northeast quarter of the Northeast quarter of Section 21, Township 2 South, Range 2 West, Salt Lake Base & Meridian.

Tax parcel no. 20-21-226-001

**EXHIBIT "C"**

**RECORD OF SURVEY BY FOCUS ENGINEERING**

**See attachment.**

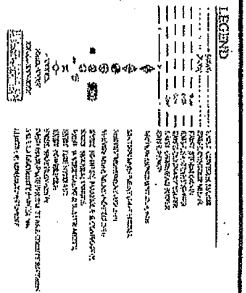
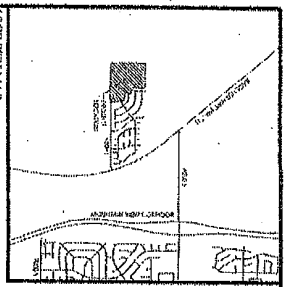
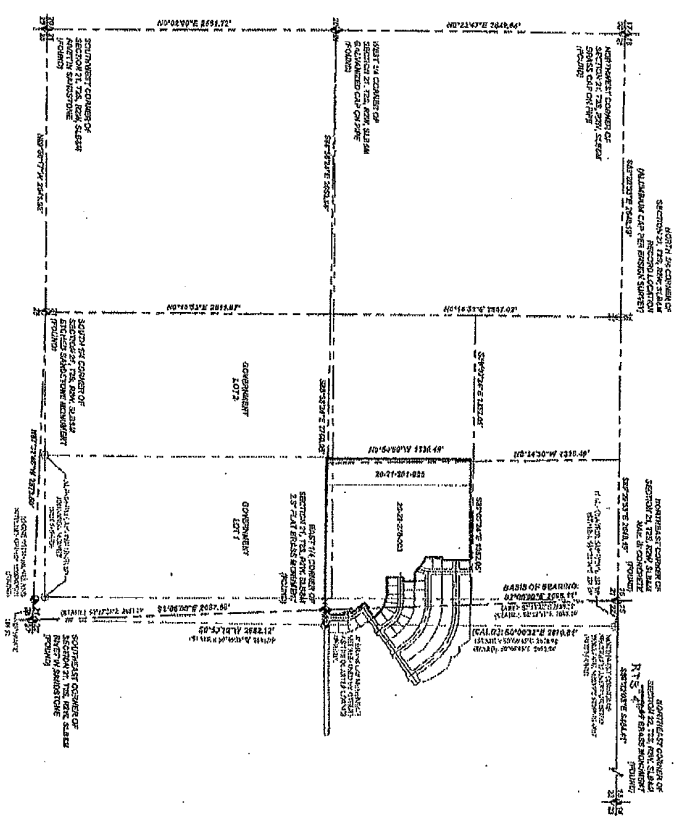


Exhibit "C" - Pg. 1

- The report of this survey is based on the following:
  1. The field notes and data collected by the surveyor on the ground.
  2. The field notes and data collected by the surveyor from the previous survey.
  3. The field notes and data collected by the surveyor from the previous survey.
  4. The field notes and data collected by the surveyor from the previous survey.
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  10. The field notes and data collected by the surveyor from the previous survey.



FIELD RECORDS  
RECORD PER FINAL REPORT

Comments on the survey: The survey was conducted in accordance with the standards of the Utah Board of Surveying and Mapping. The survey was conducted in accordance with the standards of the Utah Board of Surveying and Mapping. The survey was conducted in accordance with the standards of the Utah Board of Surveying and Mapping.

S2019-05-0307 1 of 2  
Reid J. Demman, P.L.S.  
SALT LAKE COUNTY SURVEYOR

Comments on the survey: The survey was conducted in accordance with the standards of the Utah Board of Surveying and Mapping. The survey was conducted in accordance with the standards of the Utah Board of Surveying and Mapping. The survey was conducted in accordance with the standards of the Utah Board of Surveying and Mapping.

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**BOUNDARY SURVEY**  
LOCATED IN THE NE1/4 & SE1/4 OF SECTION 21, AND THE NW1/4 & SW1/4 OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SLB&M, SALT LAKE COUNTY, UTAH  
PREPARED FOR DAI



**FOCUS**  
ENGINEERING AND SURVEYING, LLC  
ONE NORTH HIGH STREET, SUITE 200  
MIDVALE, UT 84047 (801) 551-0875  
www.focuseng.com





**EXHIBIT "D"**

**AGREED BOUNDARY LINE BETWEEN WOODHOLLOW AND RUSHTON  
PARCELS**

**Affects parcels located in the NE1/4 and the SE1/4 of Section 21, 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 N88°58'24"W 1432.70 feet along a monument line as established by existing Salt Lake County Surveyor monuments and N00°13'22"E 1312.79 feet to and along an existing fence line to said point of beginning, 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 Boundary Line S89°43'51"E 951.46 feet to the northwest corner 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, being the point of terminus.

**AFFECTS TAX PARCELS:**

20-21-226-001  
20-21-201-004  
20-21-276-003  
20-21-201-005  
20-21-201-003