2350276 BK 4493 PG 1624

WHEN RECORDED, MAIL TO:

City Recorder Syracuse City Corporation 1787 South 2000 West Syracuse City, Utah 84075 T. 50432

E 2350276 B 4493 P 1624-1650 **RICHARD T. MAUGHAN** DAVIS COUNTY, UTAH RECORDER 3/19/2008 4:26:00 PM FEE \$62.00 Pgs: 27 DEP eCASH REC'D FOR HICKMAN LAND TITLE CO

12-091-0090,12-091-0092 BOUNDARY AGREEMENT

THIS BOUNDARY AGREEMENT (this "Agreement") is entered into as of the 13 day of March ____, 2008 by and between Syracuse School Development, LLC, a Utah limited liability company with an address at 1 West 100 South, Kaysville, Utah 84037 ("SSD"), and Syracuse City, a Utah municipal corporation with an address at 1787 South 2000 West, Syracuse, Utah 84075 ("City").

RECITALS

- SSD and City previously entered into a land swap pursuant to which A.
- City conveyed to SSD property located in Syracuse City, Davis County, Utah, (1) the legal description of which is attached hereto as Exhibit A (the "SSD Property"), pursuant to a Quit Claim Deed recorded with the Office of the Davis County Recorder on March 30, 2007, in Book 4251 at Page 1965, a copy of which is attached hereto as Exhibit B (the "SSD Property Deed"); and
- SSD conveyed to the City property located in Syracuse City, Davis County, Utah, the legal description of which is attached hereto as Exhibit C (the "City Property"), pursuant to a Quit Claim Deed recorded with the Office of the Davis County Recorder on March 30, 2007, in Book 4251 at Page 1962, a copy of which is attached hereto as Exhibit D (the "City Property Deed").
- The parties intended that the SSD Property and the City Property be equal in В. square footage.
- However, due to a surveying error, the legal description of the City Property in the City Property Deed describes property that should be owned by SSD. A copy of an Architectural Site Plan showing the properties as originally platted is attached hereto as Exhibit Ε.
- D. Because of this error, the SSD Property, as described in the SSD Property Deed, is actually slightly larger than the City Property as it should be described.
 - E. SSD and City desire to correct this error.
- To accomplish this adjustment, (1) City will convey to SSD the portion of the F. City Property that should be owned by SSD in order to correct the erroneous legal description contained in the City Property Deed and (2) SSD will convey to the City a portion of the SSD Property in order to reduce the area of the SSD Property.
 - These conveyances will result in the SSD Property and the City Property being G.

equal in area, as intended. A copy of a map showing the property boundaries that will result from the conveyances is attached hereto as Exhibit F.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, and in further consideration of the mutual covenants and promises set forth herein, the parties hereto agree as follows:

- 1. **Boundaries.** SSD and City agree that (a) the western boundary of the City Property shall be moved 49.94 feet to the east and (b) the southern boundary of the SSD Property shall be moved 36.62 feet to the north.
- 2. Quit Claim from SSD to City. SSD will execute a Quit Claim Deed in the form attached hereto as Exhibit G. The resulting legal description of the SSD Property is attached hereto as Exhibit H.
- 3. Quit Claim from City to SSD. City will execute a Quit Claim Deed in the form attached hereto as Exhibit I. The resulting legal description of the City Property is attached hereto as Exhibit J.

4. General Provisions.

- a. Assignments and Successors. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- b. Attorneys' Fees. In the event a suit or action is instituted to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial, on any appeal, and on any petition for review, in addition to all other sums provided by law. In the event that both parties prevail on various issues in such suit or action, the prevailing party for purposes of this subparagraph shall be the one entitled to the net award thereof.
- c. **Prior Agreements**. This Agreement supersedes and replaces all written and oral agreements previously made or existing between the parties with respect to the Boundary.
- d. Disclaimer of Representations, Warranties, and Agreements. The only representations, agreements and warranties made by City and SSD are those set forth in writing in this Agreement. No representations, agreements, or warranties, express or implied, not expressly set forth in writing in this Agreement are made by City to or with SSD.
- e. Covenants Run With the Land. This Agreement (a) shall constitute a covenant running with the land; (b) shall benefit and bind every person having any fee, leasehold or other interest in any portion of the SSD Property or the City Property; and (c) shall benefit and be binding upon any person whose title is acquired by voluntary conveyance, judicial foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

- f. Applicable Law. This Agreement shall be construed, applied and enforced in accordance with the laws of the State of Utah and shall be recorded in the Office of the County Recorder of Davis County, Utah.
- g. Changes in Writing. This Agreement and any of its terms may only be changed, waived, discharged or terminated by a written instrument signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.
- h. Waiver. The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other person.
- i. Authority. SSD represents and certifies that it is the sole owner of the SSD Property and that it has the power and authority to execute, enter into and perform its obligations as provided in this Agreement. City represents and certifies that it is the sole owner of the City Property and that it has the power and authority to execute, enter into and perform its obligations as provided in this Agreement.
- j. Construction. As used herein, (a) the term "person" means a natural person, a trustee, a corporation, a limited liability company, a partnership, and any other form of legal entity; (b) all references made (i) in the neuter, masculine, or feminine gender shall be deemed to have been made in all genders, (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, and (iii) to any Section, subsection, paragraph, or subparagraph shall, unless therein expressly indicated to the contrary, be deemed to have been made to such Section, subsection, paragraph, or subparagraph of this Assignment; and (c) the term "including" means including but not limited to and thus is used by way of illustration and not exclusion. In addition, the recital paragraphs set forth above are incorporated herein and made a part of this Assignment.
- k. Counterparts and Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, binding between the executing parties, and all of which shall together constitute one and the same instrument. Original, facsimile or power of attorney signatures shall be binding upon the executing party.

[Signatures on Following Page]

EXECUTED as of the day and year first above written.

SYRACUSE SCHOOL DEVELOPMENT, LLC, a Utah limited liability company

Jed Stevenson, Manager

SYRACUSE CITY, a Utah municipal corporation

By: Fyed Panucci
Its: Mayor

STATE OF UTAH)
COUNTY OF DAVIS)
The foregoing instrument was acknowledged before me on the 12 day of 2008, by Jed Stevenson, Manager of Syracuse School Development, LLC, a Utah limited liability company.
Notary Public G. CELIA POWELL 1600 N 1575 W #K202 Notary Public
1600 N 1575 W #K202 Layton, UT 84041 My Commission Expires January 27, 2009 State of Utah
STATE OF UTAH)
)ss. COUNTY OF DAVIS)
The foregoing instrument was acknowledged before me on the 13th day of March, 2008, by Fred Partuck, the Mayor of Syracuse City, a Utah municipal corporation, acting in its capacity as authorized by the Syracuse City Council.
STATE OF UTAH NOTARY PUBLIC MARQAE A TROUT 1787 S 2000 W SYRACUSE, UTAH 84075 MY COMMISSION EXPIRES AUGUST 13, 2011 Notary Public

EXHIBIT A

Legal Description of the SSD Property

(resulting from original conveyance)

Part of the Northwest Quarter of Section 16, T4N, R2W, SLB&M. Beginning at a Point on the Boundary of the Syracuse Arts Academy said point being 770.04 feet S 89°49'43" E along the Section line and South 305.00 feet from the Northwest Corner of said Section; thence as follows:

S 00°09'23" W 214.53 feet; thence N 89°49'43" W 381.88 feet; thence N 00°09'23" E 214.53 feet more or less to the Boundary of the Syracuse Arts Academy; thence

S 89°49'43" E 381.88 feet more or less along said Syracuse Arts Academy

Boundary to the Point of Beginning.

Contains 81,924 Sq. Ft. / 1.881 Acres

EXHIBIT B

SSD Property Deed

2257534 BK 4251 PG/1965 14

WHEN RECORDED MAIL TO CITY RECORDER SYRACUSE CITY CORPORATION 1787 SOUTH 2008 WEST

SYRACUSE CITY, UT 84075

MAR 3 0 2007

RETURNED

E 2257534 B 4251 P 1965-1967 RICHARD T- MAUGHAN DAVIS COUNTY, UTAH RECORDER 03/30/2007 02:09 PM FEE \$14-00 Pgs: 3 DEP RTT REC'D FOR SYRACUSE CIT

Land Serial No.:12.091-0007 1077 pt. Page 1 of 2

neone 44-2W

QUIT CLAIM DEED

SYRACUSE CITY, A MUNCIPAL CORPORATION

of SYRACUSE, County Davis, State of Utah,

greator,

hereby QUIT-CLAIM to

SYRACUSE SCHOOL DEVELOPMENT, LLC,

of KAYSVILLE, County of Davis, State of Utah,

grantee,

For the sum of ONE AND NO/DOLLARS and other good and valuable considerations, the following described tract of land in DAVIS County, State of Utah, and to-wit:

Part of the Northwest Quarter of Section 16, T4N, E2W, SLECM. Beginning at a Point on the Boundary of the Syracuse Aris Academy point being more or less, 770.04 feet S 89°49°43°12 along the Section line and South 205.00 feet; thouse as fallows:

S-00°09°23" W 214.53 feet more or less thence N 89°49°43" W 381.86 feet more or less thence

N 00'99'23" E 214.53 feet more or less to the Boundary of the Sysnesse Ario Academy; thence

S 39'49'43" E 38L83 feet more or less along said Syracuse Arts Academy Boundary to the Point of Regimning.

Counting \$1,924 Sq. Feet/LESI Acres
Cee aftached complete legal description

WITNESS, the hand of said granter, this 19 day of March 2007.

By SYRACUSE CITY CORPORATION,

Fred Panucci, Mayor

ATTEST: Cashardinam

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BK 4251 PG 1966

Quit Claus Deed Parcel 12-091-0087 Page 2 of 2

STATE OF UT

, KR

County of DAVIS

358,

On the 19 day of March 2007. LUSA C BROWN a notary public, personally appeared before me FRED PANUCCL THE MAYOR SYRACUSE CITY A MUNICIPAL CORPORATION ACTING IN ITS CAPACITY AS AUTHORIZED BY THE SYRACUSE CITY COUNCIL, the signer of the foregoing instrument who duly acknowledged to me that he executed the same.



CUSSICLE PODVINA
NOTARY PUBLIC

My Commission Expires 2-4-2000

BK 4251 PG 1967



Syracuse City - Trade to Syracuse Arts Academy

Part of the Northwest Quarter of Section 16, T4N, R2W, SLB&M. Beginning at a Point on the Boundary of the Syracuse Arts Academy said point being 770.04 feet 8 89°49'43" E along the Section line and South 305.00 feet from the Northwest Corner of said Section; thence as follows:

\$ 00°09'23" W 214,53 feet; thence N 89°49'48" W 381.88 feet; thence

N 00°09'23' E 214.53 feet more or less to the Boundary of the Syracuse

Arts Academy; thence

S 89*49'43" E 381.88 feet more or less along said Syracuse Arts Academy

Boundary to the Point of Beginning.

Contains 81,924 Sq. Pt. / 1.881 Acres

EXHIBIT C

Legal Description of the City Property

(resulting from original conveyance)

Part of the Northwest Quarter of Section 16, T4N, R2W, SLB&M. Beginning at a Point on the Boundary of the Syracuse Arts Academy and the Southern Right of Way of 1700 South Street, said point being more or less, 770.86 feet S 89°49'43" E along the Section line and South 32.99 feet from the Northwest Corner of said Section; thence as follows:

S 89°49'43" E	242.03 feet more or less to the Westerly line of the Layton Canal;
	thence
S 23°58'43" E	96.43 feet more or less along said canal; thence
S 22°33'43" E	199.51 feet more or less along said canal; thence
N 89°49'43" W	358.59 feet more or less to the Boundary of the Syracuse Arts
	Academy; thence
N 00°10'17" E	272.01 feet more or less along said Boundary to the Point of Beginning.
	peanning.

Contains 81,924 Sq. Ft. / 1.881 Acres

EXHIBIT D

City Property Deed

2257533

BK-4251 PG/1962

WHEN RECORDED MAIL TO: CITY RECORDER SYRACUSE CITY CORPORATION 1787 SOUTH 2000 WEST SYRACUSE CITY, UT \$4075

Land Senal No.:12-091-0087

RETURNED MAR 3 0 2007 E 2257533 B 425(P 1962-1964)
RICHARD T. MAUGHAN
RECORDER
8373072607 02:09 PM
FEE \$0.000 Pgs: 3 **
DEP.RII REC'D FOR SARBCUSE*CITY

12-091-0087et nw 16 41-200

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QUIT CLAIM DEED

SYRACUSE SCHOOL DEVELOPMENT, LLC

of KAYSVILLE, County Davis, State of Utah,

grantor,

hereby QUIT-CLAIM to

SYRACUSE CITY, A MUNCIPAL CORPORATION.

of Syracuse, County of Davis, State of Utah,

grantee.

For the sum of ONE AND NO/DOLLARS and other good and valuable considerations, the following described tract of land in DAVIS County, State of Utab, and to-wit:

Part of the Northwest Quarter of Section 16, T4N, R2W, SLB&M. Beginning at a Point on the Roundary of the Syramuse Arm Academy and the Southern Right of Way of 1700 South Street, point being more or less, 770.36 feet S 39 49 45 Enlong the Section line and South 32.99 feet; thence as follows:

S 09°49° 43° B 242.03 feet more or less to the Westerly line of the Layton Canal; thence S 23°58° 43° E 96.43 feet more or less along said canal; thence S 22° 33° 43° E 199.51 feet more or less along said canal; thence N 89°49° 43° W 358.59 feet more or less to the Boundary of the Syracuse Arts Academy; thence N 00° 10° 17° E 272.91 feet more or less along said Boundary to the Point of Beginning.

Comming 81,924 Sq. Foot / 1.881 Acros Gee attached complete legal description

WITNESS, the hand of said grantor, this 12 day of March 2007.

By: SYRACUSE SCHOOL DEVELOPMENT, LLC a Utah Limited Liability Company, its Managing Member

JED STAVENSON, Managing Member

BK 4251 PG 1963

Quit Claim Deed Parcel 12-091-0087 Page 2 of 2

ACCEPTED BY SYRACUSE CITY THIS 12 DAY OF MARCH 2007.

By: Mayor

-City Acceptance-

Attest: MISELETON

City Recorder-

STATE OF UT

County of DAVIS

On the 12 day of March 2007, (MCCIE DODOW) a notary public, personal appeared before me JED STEVENSON, OF THE SYRACUSE SCHOOL DEVELOPMENT. a notary public, personally LLC ACTING IN ITS CAPACITY AS THE MANAGING MEMBER OF SAID LLC, the signer of the foregoing instrument who duly schnowledged to me that they executed the same.



BEATE OF LEAH NOTARY PUBLIC CASSIE ZEE BROWN 1767 SOUTH 2000 WEST ECERTATA OF STOR EXEMPLES TAPITAGES EXEMPLES TAPITAGES EXELUTION STORY EXELUTI

My Commission Expires __2-14-2008

BK 4251 PG 1964



Syracuse Arts Academy - Trade to Syracuse City

Part of the Northwest Quarter of Section 16, T4N, R2W, SLB&M. Beginning at a Point on the Boundary of the Syracuse Arts Academy and the Southern Right of Way of 1700 South Street, said point being more or less, 770.86 feet S 85°49°43° E-along the Section line and South 32.99 feet from the Northwest Corner of said Section; thence as follows:

S 89°49'48' B	242.03 feet more or less to the Westerly line of the Leyton
•	Canal; thence
S 23°58'43" E	95.43 feet more or less along said canal; thence
S 22°33'43" E	199.51 feet more or less along said canal; thence
N 89°49'43" W	358.59 feet more or less to the Boundary of the Syracuse. Arts Academy; thence
N 00°10'17" E	272.01 feet more or less along said Boundary to the Point of
# 45 74 T	Beginning.

Contains 81,924 Sq. Pt. / 1,881 Acres

EXHIBIT E

Original Site Plan

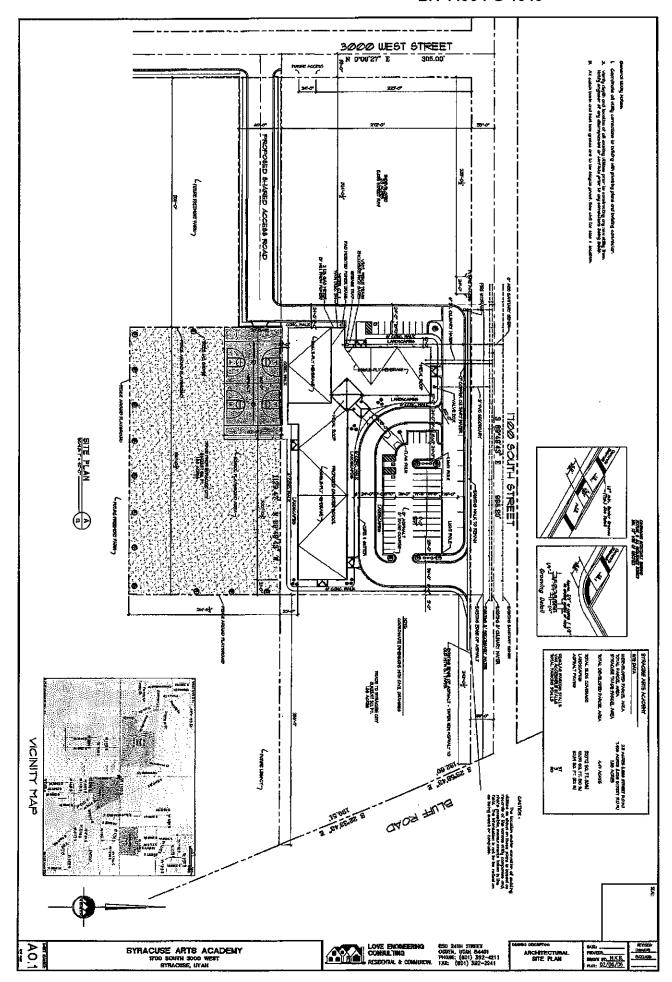


EXHIBIT F

Site Plan Showing New Boundaries

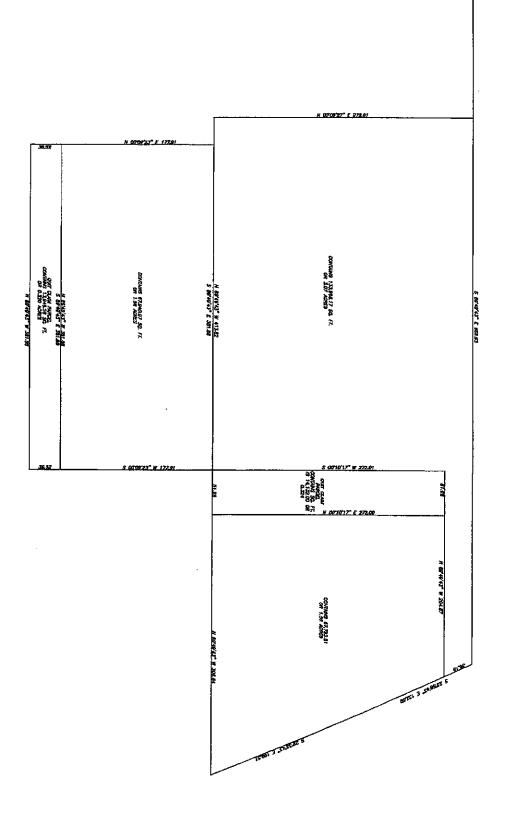


EXHIBIT G

Quit Claim Deed from SSD to City

WHEN RECORDED, MAIL TO:

City Recorder Syracuse City Corporation 1787 South 2000 West Syracuse City, Utah 84075

QUIT CLAIM DEED

SYRACUSE SCHOOL DEVELOPMENT, LLC, a Utah limited liability company

of KAYSVILLE CITY, Davis County, State of Utah, GRANTOR,

hereby QUIT-CLAIMS to

SYRACUSE CITY, A MUNICIPAL CORPORATION

of SYRACUSE CITY, Davis County, State of Utah, GRANTEE,

For the sum of ONE AND NO/DOLLARS and other good and valuable considerations, the following described tract of land in Davis County, State of Utah, and to-wit:

PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; BEGINNING AT A POINT ON THE BOUNDARY LINE OF THE SYRACUSE ARTS ACADEMY, SAID POINT BEING MORE OF LESS 770.04 FEET S 89°49'43" E ALONG THE SECTION LINE AND SOUTH 519.53 FEET; THENCE AS FOLLOWS:

N 89°49'43" W 381.88 FEET; THENCE N 00°09'23" E 36.52 FEET; THENCE S 89°49'43" E 381.88 FEET; THENCE S 00°09'23" W 36.52 FEET TO THE POINT OF BEGINNING.

CONTAINS 13,946.26 SQ. FT. OR 0.320 ACRES.

Part of 12-091-0092
WITNESS, the hand of said grantor, this 12 day of March 2008

SYRACUSE SCHOOL DEVELOPMENT, LLC, a Utah limited liability company

Jed Stevenson, Manager

BK 4493 PG 1645

STATE OF	UTAH)
)ss.
COUNTY O	F DAVIS)
W W U	foregoing instrum , 2008 limited liability	nent was acknowledged before me on the 12 day of by Jed Stevenson, Manager of Syracuse School Development, company.
		La Cowell
		Notary Public
	Notary Public G. CELIA POWELL 1600 N 1575 W #K202 Layton, UT 84041 My Commission Expires January 27, 2009 State of Utah	

EXHIBIT H

Legal Description of the SSD Property

(after boundary adjustment)

A TRACT OF LAND IN DAVIS COUNTY, STATE OF UTAH, TO WIT: PART OF THE NORTHWEST QUARTER OF SECTION 16, T4N, R2W, SLB&M. BEGINNING AT A POINT ON THE BOUNDARY OF THE SYRACUSE ARTS ACADEMY BEING MORE OR LESS 770.04 FEET S 89°49'43" E ALONG THE SECTION LINE AND SOUTH 305.00 FEET; THENCE AS FOLLOWS:

S 00°09'23" W 177.91 FEET MORE OR LESS; THENCE N 89°49'43" W 381.88 FEET MORE OR LESS; THENCE N 00°09'23" E 177.91 FEET MORE OR LESS TO THE BOUNDARY OF THE SYRACUSE ARTS ACADEMY; THENCE S 89°49'43" E 381.88 FEET MORE OR LESS ALONG SAID SYRACUSE ARTS ACADEMY BOUNDARY TO THE POINT OF BEGINNING.

CONTAINS 67,940 SQ. FEET OR 1.559 ACRES

EXHIBIT I

Quit Claim Deed from City to SSD

WHEN RECORDED, MAIL TO:

City Recorder Syracuse City Corporation 1787 South 2000 West Syracuse City, Utah 84075

QUIT CLAIM DEED

SYRACUSE CITY, A MUNICIPAL CORPORATION

of SYRACUSE CITY, Davis County, State of Utah, GRANTOR,

hereby QUIT-CLAIMS to

SYRACUSE SCHOOL DEVELOPMENT, LLC, a Utah limited liability company

of KAYSVILLE CITY, Davis County, State of Utah, GRANTEE,

For the sum of ONE AND NO/DOLLARS and other good and valuable considerations, the following described tract of land in Davis County, State of Utah, and to-wit:

PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; BEGINNING AT A POINT ON THE BOUNDARY LINE OF THE SYRACUSE ARTS ACADEMY AND THE SOUTHERN RIGHT OF WAY OF LINE OF 1700 SOUTH STREET, SAID POINT BEING MORE OF LESS 770.86 FEET S 89°49'43" E ALONG THE SECTION LINE AND SOUTH 32.99 FEET; THENCE AS FOLLOWS:

S 89°49'43" E 51.95 FEET; THENCE S 00°10'17" W 272.00 FEET; THENCE N 89°49'43" W 51.95 FEET; THENCE N 00°10'17" E 272.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 14,132.00 SQ. FT. OR 0.324 ACRES.

WITNESS, the hand of said grantor, this 2 day of Mayon 2008.
SYRACUSE CITY, a municipal corporation By:
Its: Mayor
Attest: Cuse Cuse City Recorder City Recorder
STATE OF UTAH))ss.
COUNTY OF DAVIS)
The foregoing instrument was acknowledged before me on the Bth day of March, 2008, by Fred Panucci, the Mayor of Syracuse City, a Utah municipal corporation, acting in its capacity as authorized by the Syracuse City Council.
STATE OF UTAH NOTARY PUBLIC MARQAE A TROUT 1787 S 2000 W SYRACUSE, UTAH 84075 MY COMMISSION EXPIRES AUGUST 13, 2011 Notary Public

EXHIBIT J

Legal Description of the City Property

(after boundary adjustment)

A TRACT OF LAND IN DAVIS COUNTY, STATE OF UTAH, TO WIT:
PART OF THE NORTHWEST QUARTER OF SECTION 16, T4N, R2W, SLB&M. BEGINNING AT A
POINT ON THE BOUNDARY OF THE SYRACUSE ARTS ACADEMY AND THE SOUTHERN
RIGHT OF WAY OF 1700 SOUTH STREET, POINT BEING MORE OR LESS 822.81 FEET S
89°49'43" E ALONG THE SECTION LINE AND SOUTH 32.99 FEET; THENCE AS FOLLOWS:

S 89°49'43" E 190.09 FEET MORE OR LESS TO THE WESTERLY LINE OF THE LAYTON CANAL; THENCE S 23°58'43" E 96.43 FEET MORE OR LESS ALONG SAID CANAL; THENCE S 22°33'43" E 199.51 FEET MORE OR LESS ALONG SAID CANAL; THENCE N 89°49'43" W 306.64 FEET MORE OR LESS TO THE BOUNDARY OF THE SYRACUSE ARTS ACADEMY; THENCE N 00°10'17" E 272.01 FEET MORE OR LESS ALONG SAID BOUNDARY TO THE POINT OF BEGINNING.

CONTAINS 67,794 FEET OR 1.556 ACRES