



ENT 8930:2022 PG 1 of 13
ANDREA ALLEN
UTAH COUNTY RECORDER
2022 Jan 20 3:45 pm FEE 0.00 BY LT
RECORDED FOR SOUTH UTAH VALLEY SOLID

When Recorded Return To:
South Utah Valley Solid Waste District
P.O. Box 507
Springville, Utah 84663
Attention: Terry Ficklin

Parcel IDs: 23-027-0008, 23-097-0024, 23-096-0002
23-027-0030, 21-097-0048, 23-027-0084

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT (this "Agreement") is entered into effective as of the 1 day of JAN, 2022, by and between South Utah Valley Solid Waste District (the "District"), whose address is P.O. Box 507, Springville, Utah 84663, and John D. Briggs, Trustee of the John D. Briggs MD Revocable Trust dated June 10, 2016 ("Briggs"), whose address is 240 North 1200 East, Suite 201, Lehi, Utah 84043. The District and Briggs are sometimes referred to herein singularly as a "Party" and collectively as the "Parties".

A. The District owns four certain parcels of real property located in Springville City, Utah County, Utah, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "District Property").

B. Briggs owns two certain parcels of real property located in Springville City, Utah County, Utah, as more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "Briggs Property" and together with the District Property, each a "Parcel" and collectively, the "Parcels").

C. The Briggs Property is situated to the south of a portion of the District Property and thereby shares a common boundary line. Pursuant to Utah Code Section 57-1-45, the Parties, without concern for any appraised or actual market value, if any, desire to adjust the common boundary line between the Parcels, as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual covenants and promises hereinafter set forth, the Parties agree as follows:

1. Boundary Lines. Pursuant to Section 57-1-45 of the Utah Code, the Parties hereby agree that from and after the date of this Agreement the boundary and division line between the District Property and the Briggs Property is hereby adjusted so that (a) the District Property shall have the legal description set forth on Exhibit C attached hereto and incorporated herein by reference (the "Revised District Property"), (b) the Briggs Property shall have the legal description set forth on Exhibit D attached hereto and incorporated herein by reference (the "Revised Briggs Property"), and (c) the boundary line between the Revised District Property and the Revised Briggs Property shall be described on Exhibit E attached hereto and incorporated herein by reference. The foregoing adjustment is depicted on the Boundary Agreement Survey attached hereto as Exhibit

F. The file number of such Boundary Agreement Survey map that the Parties have prepared and filed in conjunction with this Agreement is 21-260.

2. Quitclaim. The District hereby remises, releases, and forever quitclaims to Briggs any and all right, title, and interest that the District may have in and to the Revised Briggs Property. Briggs hereby remises, releases, and forever quitclaims to the District any and all right, title, and interest that Briggs may have in and to the Revised District Property.

3. Rights run with the Land/Integration. The terms of this Agreement shall: (a) inure to the benefit of and be binding upon the Parties and their respective successors, successors-in-title, heirs and assigns as to their respective Parcel, or any portion of their respective Parcel, each of whom shall be an intended beneficiary (whether third party or otherwise) of the rights and agreements granted hereunder; (b) shall run with the land; and (c) shall remain in full force and effect and shall be unaffected by any change in the ownership of, or any encumbrance, lien, judgment, easement, lease or other right affecting, the Parcels, or any portion of the Parcels, or any change of use, demolition, reconstruction, expansion or other circumstances.

4. Integration; Modification. This Agreement contains the entire agreement between the Parties with respect to the matters set forth herein. This Agreement may be modified or amended only with the unanimous written agreement of the Parties, their successors and assigns.

5. Representations and Warranties.

(a) The District hereby represents and warrants to Briggs that the District is the sole legal owner of the District Property, and has full power and authority to enter into this Agreement and to perform its obligations hereunder. This Agreement, when executed and delivered, will constitute the legal, valid and binding obligations of the District enforceable against the District in accordance with its terms.

(b) Briggs hereby represents and warrants to the District that Briggs is the sole legal owner of the Briggs Property and has full power and authority to enter into this Agreement and to perform his obligations hereunder. This Agreement, when executed and delivered, will constitute the legal, valid and binding obligations of Briggs enforceable against Briggs in accordance with its terms.

6. General Provisions.

(a) No Waiver. No waiver of any default or breach hereunder by either Party shall be implied from any omission by the other Party to take action on account thereof, and no express waiver shall affect any default other than that specified in the waiver and the waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by either Party to or of any act by the other Party requiring consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

(b) Entire Agreement; Amendment. This Agreement, together with the Record of Survey, constitutes the entire agreement and understanding of the Parties and all prior or

concurrent agreements, whether written or oral, in regard to the subject matter hereof are and have been merged herein and superseded hereby. No supplement, modification or amendment of this Agreement will be binding unless in writing and executed by each Party. The recitals set forth in the beginning of this Agreement and the exhibits attached hereto are incorporated herein.

(c) Relationship of Parties. Nothing herein shall create or be construed to create any relationship of joint venture, equity venture, partnership or other relationship of any nature between the Parties.

(d) No Third-Party Beneficiary. Except as expressly set forth herein, this Agreement is made and entered into for the sole benefit of the District and Briggs and no third party shall have any right to any benefit hereunder.

(e) Binder Effect. This Agreement shall be binding on the Parties and their respective heirs, successor, and assigns.

(f) Notices. Any consent, request, notice or other communication required or contemplated by this Agreement shall be in writing and shall be deemed properly given (i) if hand delivered, when delivered; (ii) if mailed by United States Certified Mail (postage prepaid, return receipt requested), three (3) business days after mailing; or (iii) if by Federal Express or other nationally recognized overnight courier service, on the next business day after delivered to such courier service for delivery on the next business day, to the addresses set forth above, or at such other address as the Party to be served with notice has furnished in writing to the Party seeking or desiring to serve notice as a place for the service of notice.

(g) Further Action. The Parties shall execute and deliver all documents, provide all information, and take or forebear from taking all action as may be necessary or appropriate to achieve the purpose of this Agreement.

(h) Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

(i) Interpretation. The paragraph headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Agreement shall include the plural, and the use of the plural in this Agreement shall include the singular, where the context is otherwise appropriate.

(j) Severability. In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant or other provision herein contained. If such condition, covenant or other provisions shall be deemed invalid due to its scope or breadth, such condition, covenant or other provision shall be deemed valid to the extent of the scope and breadth permitted by law.

(k) Attorneys' Fees. In the event it becomes necessary for either Party or its successors and assigns to employ the service of an attorney in order to enforce such Party's rights under this Agreement with respect to the other Party hereto or its successors and assigns, either

with or without litigation, the non-prevailing Party in such controversy shall pay to the prevailing Party reasonable attorneys' fees and, in addition, such costs and expenses as are incurred by the prevailing Party in enforcing such Party's rights under this Agreement.

(l) Counterparts. This Agreement may be executed and notarized in counterparts, all of which taken together shall constitute one agreement binding on all of the Parties, notwithstanding that all of the Parties are not signatories to the original or the same counterpart.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement, to be effective for all purposes as of the date first written above.

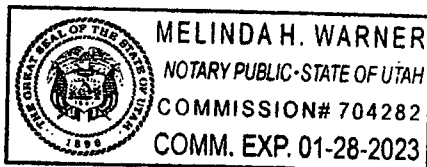
- Exhibit A – Legal Description of the District Property
- Exhibit B – Legal Description of the Briggs Property
- Exhibit C – Legal Description of Revised District Property
- Exhibit D – Legal Description of Revised Briggs Property
- Exhibit E – Legal Description of Boundary Line
- Exhibit F – Boundary Agreement Survey Map

SOUTH UTAH VALLEY SOLID WASTE DISTRICT

By: *Brandon B Gordon*
 Name: BRANDON GORDON
 Title: CHAIRMAN OF THE BOARD

STATE OF Utah }
 } ss.
 COUNTY OF Utah }

On this 11th day of January, 2022, personally appeared before me Brandon B. Gordon, the signer of the foregoing instrument, who known to me (or proved on the basis of sufficient identification), acknowledged to me that he/she executed the same.



Melinda Warner
 Notary Public
 My Commission Expires: 1-28-2023

EXHIBIT A**LEGAL DESCRIPTION OF THE DISTRICT PROPERTY**

Tax Parcel No. 23:027:0008

Commencing at the Northwest corner of the Southwest quarter of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence South 6.10 chains, thence South 88 3/4° East 3.08 chains; thence North 20' East 10 chains; thence North 88 3/4° West 3.20 chains; thence South 3.90 chains to the place of beginning.

Tax Parcel No. 23:027:0030

Commencing North 2245.33 feet and East 187.67 feet from the Southwest corner of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence North 00°38'30" East 678.93 feet; thence South 89°08' East 329.42 feet; thence South 00°20' West 708.10 feet; thence North 84°05'36" West 332.36 feet; thence South 89°30' West 2.27 feet to the beginning.

Tax Parcel No. 23:096:0002

Commencing 34.34 chains North of the Southeast Corner of Section 36, Township 7 South, Range 2 East, Salt Lake Base and Meridian; thence North 9.24 chains, thence West 1.85 chains; thence South 9.24 chains; thence East 1.85 chains to the place of beginning.

Tax Parcel No. 23:097:0024

Commencing North 2247.35 feet and West 9.34 feet from the Southeast corner of Section 36, Township 7 South, Range 2 East, Salt Lake Base and Meridian; thence North 89°25'00" West 112.77 feet; thence North 17.94 feet; thence East 112.61 feet; thence South 00°27'17" East 19.09 feet to the beginning.

EXHIBIT B

LEGAL DESCRIPTION OF THE BRIGGS PROPERTY

Tax Parcel No. 21:097:0048

COM N 0 DEG 0' 10" E 1598.71 FT & N 89 DEG 59' 50" W 477.65 FT FR SE COR. SEC. 36, T7S, R2E, SLB&M.; S 89 DEG 59' 50" E 355.59 FT; N 0 DEG 0' 10" E 649.12 FT; S 89 DEG 24' 50" E 112.73 FT; S 0 DEG 27' 8" E 1284.02 FT; N 89 DEG 29' 55" W 448.59 FT; N 44 DEG 29' 57" W 42.03 FT; N 0 DEG 2' 35" W 602.13 FT TO BEG.

Tax Parcel No. 23:027:0084

COM N 2246.67 FT & W 9.24 FT FR SW COR. SEC. 31, T7S, R3E, SLB&M.; S 89 DEG 24' 49" E 196.98 FT; N 89 DEG 30' 0" E 2.27 FT; S 0 DEG 25' 40" W 1272.94 FT; S 45 DEG 27' 38" W 15.04 FT; N 89 DEG 29' 55" W 168.89 FT; N 0 DEG 27' 7" W 1284.01 FT TO BEG.

EXHIBIT C**LEGAL DESCRIPTION OF REVISED DISTRICT PROPERTY****(COMPOSITE AS-SURVEYED DESCRIPTION)**

A parcel of land located in the NW1/4 & SW1/4 of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian and the NE1/4 & SE1/4 of Section 36, Township 7 South, Range 2 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located on the easterly deed line as determined by Warranty Deed Entry No. 114747:2008, recorded October 22, 2008 in the office of the Utah County Recorder and 25 feet perpendicularly distant southerly from the center line of Center Street as determined by survey, said point being located N0°21'07"W 274.58 feet along the Section Line and N89°02'46"W 136.77 feet from the record location of the West Quarter Corner of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian (Basis of Bearing being S0°21'29"E between the Witness Corner to the West Quarter and the Southwest Corner of said Section 31), said point also being located S89°32'19"W 136.70 feet from said Witness Corner to the West Quarter Corner; thence along said southerly line of Center Street S89°02'46"E 679.00 feet to the northerly extension of an existing fence; thence along said extension and existing fence line, more or less, S00°13'00"W 710.38 feet to an existing fence; thence along said fence line, more or less, the following two (2) courses: (1) N89°02'46"W 23.38 feet; (2) thence N82°54'24"W 310.26 feet to the Northeast deed corner as determined by Warranty Deed Entry No. 760:1997, recorded January 6, 1997 in the office of the Utah County Recorder; thence along said deed N89°25'26"W 344.97 feet to the easterly deed line as determined by Warranty Deed Entry No. 114747:2008, recorded October 22, 2008 in the office of the Utah County Recorder; thence along said deed line North 679.51 feet to the point of beginning.

EXHIBIT D**LEGAL DESCRIPTION OF REVISED BRIGGS PROPERTY**

Tax Parcel No. 21:097:0048 and Tax Parcel No. 23:027:0084

COM N 0 DEG 0' 10" E 1598.71 FT & N 89 DEG 59' 50" W 477.65 FT FR SE COR. SEC. 36, T7S, R2E, SLB&M.; S 89 DEG 59' 50" E 355.59 FT; N 0 DEG 0' 10" E 649.12 FT; S 89 DEG 24' 50" E 112.73 FT; S 0 DEG 27' 8" E 1284.02 FT; N 89 DEG 29' 55" W 448.59 FT; N 44 DEG 29' 57" W 42.03 FT; N 0 DEG 2' 35" W 602.13 FT TO BEG.

COM N 2246.67 FT & W 9.24 FT FR SW COR. SEC. 31, T7S, R3E, SLB&M.; S 89 DEG 24' 49" E 196.98 FT; N 89 DEG 30' 0" E 2.27 FT; S 0 DEG 25' 40" W 1272.94 FT; S 45 DEG 27' 38" W 15.04 FT; N 89 DEG 29' 55" W 168.89 FT; N 0 DEG 27' 7" W 1284.01 FT TO BEG.

LESS AND EXCEPTING of a parcel of land located in the NW1/4 & SW1/4 of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian and the NE1/4 & SE1/4 of Section 36, Township 7 South, Range 2 East, Salt Lake Base and Meridian, more particularly described as follows: Beginning at a point located on the easterly deed line as determined by Warranty Deed Entry No. 114747:2008, recorded October 22, 2008 in the office of the Utah County Recorder and 25 feet perpendicularly distant southerly from the center line of Center Street as determined by survey, said point being located N0°21'07"W 274.58 feet along the Section Line and N89°02'46"W 136.77 feet from the record location of the West Quarter Corner of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian (Basis of Bearing being S0°21'29"E between the Witness Corner to the West Quarter and the Southwest Corner of said Section 31), said point also being located S89°32'19"W 136.70 feet from said Witness Corner to the West Quarter Corner; thence along said southerly line of Center Street S89°02'46"E 679.00 feet to the northerly extension of an existing fence; thence along said extension and existing fence line, more or less, S00°13'00"W 710.38 feet to an existing fence; thence along said fence line, more or less, the following two (2) courses: (1) N89°02'46"W 23.38 feet; (2) thence N82°54'24"W 310.26 feet to the Northeast deed corner as determined by Warranty Deed Entry No. 760:1997, recorded January 6, 1997 in the office of the Utah County Recorder; thence along said deed N89°25'26"W 344.97 feet to the easterly deed line as determined by Warranty Deed Entry No. 114747:2008, recorded October 22, 2008 in the office of the Utah County Recorder; thence along said deed line North 679.51 feet to the point of beginning.

EXHIBIT E**LEGAL DESCRIPTION OF BOUNDARY LINE**

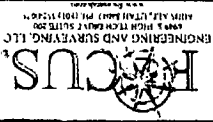
A Boundary Line Agreement situate in the SW1/4 of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian and the SE1/4 of Section 36, Township 7 South, Range 2 East, Salt Lake Base and Meridian, affecting six (6) Utah County Parcels identified a Parcel ID's 23-027:0030, 23:027:0008, 23:097:0024, 23:097:0048, 23:027:0084 and 23:027:0083, located in Springville City, Utah County, Utah, more particularly described as follows:

Beginning at a point located on an existing fence line, said point being located S0°21'29"E 444.83 feet along the Section Line and East 535.00 feet from the record location of the West Quarter Corner of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian (Basis of Bearing being S0°21'29"E between the Witness Corner to the West Quarter and the Southwest Corner of said Section 31), said West Quarter Corner being located S0°21'29"E 277.96 feet from said Witness Corner, thence along said fence line the following two (2) courses: (1) N89°02'46"W 23.38 feet; (2) thence N82°54'24"W 310.26 feet to the Northeast deed corner as Entry No. 760, Book 4162, Page 556, recorded January 6, 1997 in the office of the Utah County Recorder, thence along said deed N89°25'26"W 344.97 feet to the easterly deed line as determined by Warranty Deed Entry No. 114747:2008, recorded October 22, 2008 in the office of the Utah County Recorder and point of terminus.

EXHIBIT F

BOUNDARY AGREEMENT SURVEY

BOUNDARY AGREEMENT SURVEY
 LOCATION: NW/4 & SW/4 SECTION 11, T7S, R9E AND NE/4 & SE/4 SECTION 30, T7S, R9E, SLDAW
 PROPERTY OF: SHOWY HERGEN
 PREPARED FOR: ALPINE DEVELOPMENT



SHEET DATA	
SHEET NO.	TOTAL SHEETS
13	13

1 OF 1

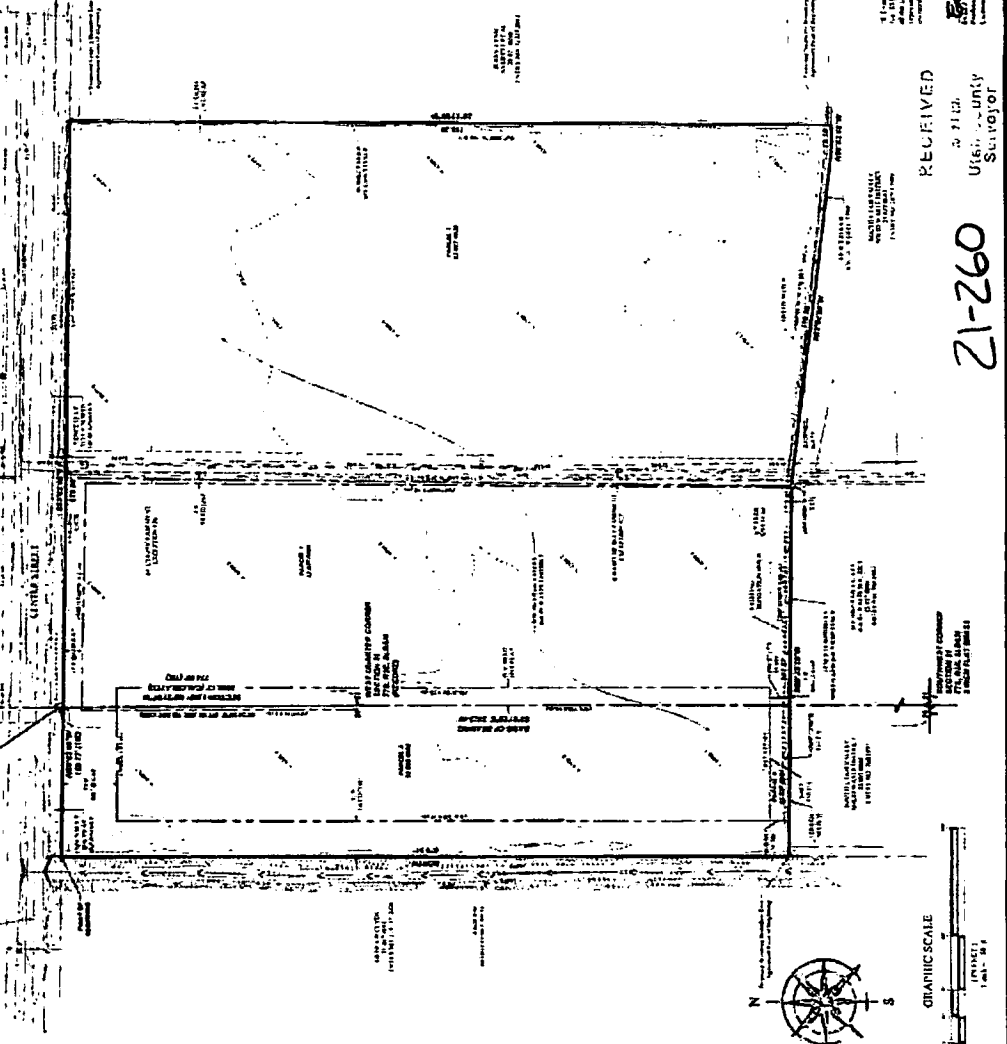
SCOPE OF WORK: The purpose of this survey is to determine the boundaries of the property owned by Showy Hergen and to prepare a boundary agreement survey showing the boundaries of the property and the location of the easements and encroachments thereon. The survey was conducted in accordance with the provisions of the Utah Surveying Act, Title 48, Chapter 2, Utah Code Annotated, 1993, and the rules and regulations of the State Board of Surveyors, Title 48, Chapter 1, Utah Code Annotated, 1993.

NOTES: The boundary of the property is shown by the solid lines on the map. The easements and encroachments are shown by the dashed lines. The survey was conducted in accordance with the provisions of the Utah Surveying Act, Title 48, Chapter 2, Utah Code Annotated, 1993, and the rules and regulations of the State Board of Surveyors, Title 48, Chapter 1, Utah Code Annotated, 1993.

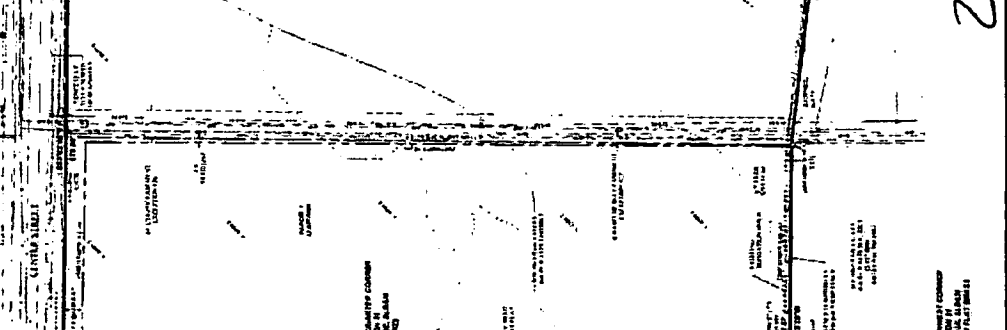
TABLE 1: This table lists the bearings and distances of the boundaries of the property. The bearings are given in degrees, minutes, and seconds, and the distances are given in feet. The bearings are measured clockwise from the north-south line, and the distances are measured along the line.

TABLE 2: This table lists the bearings and distances of the easements and encroachments shown on the map. The bearings are given in degrees, minutes, and seconds, and the distances are given in feet. The bearings are measured clockwise from the north-south line, and the distances are measured along the line.

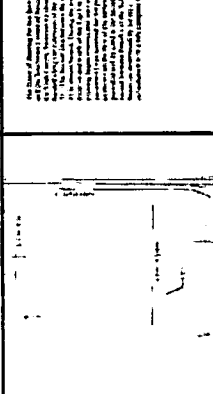
PROPERTY DESCRIPTION: The property is located in the north-south section of the T7S, R9E SLDAW. The property is bounded by the north-south line of the T7S, R9E SLDAW to the north and the north-south line of the T7S, R9E SLDAW to the south. The property is bounded by the east-west line of the T7S, R9E SLDAW to the east and the east-west line of the T7S, R9E SLDAW to the west.



PROPERTY DESCRIPTION: The property is located in the north-south section of the T7S, R9E SLDAW. The property is bounded by the north-south line of the T7S, R9E SLDAW to the north and the north-south line of the T7S, R9E SLDAW to the south. The property is bounded by the east-west line of the T7S, R9E SLDAW to the east and the east-west line of the T7S, R9E SLDAW to the west.



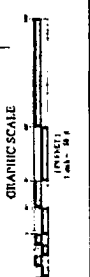
PROPERTY DESCRIPTION: The property is located in the north-south section of the T7S, R9E SLDAW. The property is bounded by the north-south line of the T7S, R9E SLDAW to the north and the north-south line of the T7S, R9E SLDAW to the south. The property is bounded by the east-west line of the T7S, R9E SLDAW to the east and the east-west line of the T7S, R9E SLDAW to the west.



LEGEND: This legend defines the symbols used on the map to represent various features. The legend includes symbols for boundaries, easements, encroachments, and other survey features. The legend is organized into sections, with each section containing a symbol and a description of the feature it represents.

RECEIVED
 09-21-20
 Utah County
 Surveyor

21-260



LEGEND: This legend defines the symbols used on the map to represent various features. The legend includes symbols for boundaries, easements, encroachments, and other survey features. The legend is organized into sections, with each section containing a symbol and a description of the feature it represents.