

RETURNED

JAN 11 2016

When recorded, please return to:
Armstrong Law Offices, P.C.
Attn: Matthew V. Hess, Esq.
257 East 200 South, Suite 410
Salt Lake City, Utah 84111

E 2914800 B 6429 P 86-101
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
01/11/2016 09:51 AM
FEE \$45.00 Pgs: 16
DEP RTT REC'D FOR ARMSTRONG LAW OF
FICES

BOUNDARY LINE AGREEMENT

This BOUNDARY LINE AGREEMENT (this "Agreement") is made by and between Jay C. Hess and Michelle M. Hess as joint tenants ("Hess"), Pioneer Legacy Properties II, LC, a Utah limited liability company ("Pioneer"), and Howard V. Hess, as Successor Trustee of the Suzanne L. Hess Family Living Trust u/a/d February 24, 1982, (the "Trust").

- A. Hess is owner of that certain parcel of real property in Farmington City, Davis County, State of Utah, more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Hess Parcel"). Hess' address is 921 North Main Street, Farmington, Utah 84025.
- B. The Trust is owner of an adjacent parcel of real property in Farmington City, Davis County, State of Utah, more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "Trust Parcel"). The Trust's address is 1097 East Country Road, Fruit Heights, Utah 84037.
- C. Pioneer is owner of two adjacent parcels of real property in Farmington City, Davis County, State of Utah, more particularly described on Exhibit C attached hereto and incorporated herein by reference (collectively, the "Pioneer Parcels", and individually, "Pioneer Parcel # 1" and "Pioneer Parcel # 2"). Pioneer's address is 1097 East Country Road, Fruit Heights, Utah 84037.
- D. The Hess Parcel's south boundary is adjacent to and shares a common boundary with Pioneer Parcel # 1, and the Hess Parcel's west boundary is adjacent to and shares a common boundary with the Pioneer Parcel # 2.
- E. The Hess Parcel's north boundary is adjacent to and shares a common boundary with both Pioneer Parcel # 2 and the Trust Parcel.
- F. A gap exists between the south boundary of the Hess Parcel and a portion of the adjacent north boundary of Pioneer Parcel # 1. A gap also exists between a portion of the north boundary of Pioneer Parcel # 1 and the south boundary of Pioneer Parcel # 2.
- G. Some lawn curbing installed on the Hess Parcel encroaches across the north boundary of the Hess Parcel onto the Trust Parcel.

- H. Hess and Pioneer desire to extend the west boundary of the Hess Parcel 12 feet into Pioneer Parcel # 2.
- I. Hess, Pioneer and the Trust desire to adjust the property lines of their respective parcels in order to resolve boundary line discrepancies and make other adjustments and accommodations, as further set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and conveyances contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Adjustment to Boundary Line to Close Gap and Resolve Boundary Discrepancies. Hess and Pioneer hereby adjust the common boundary lines between the Hess Parcel, Pioneer Parcel # 1, and Pioneer Parcel # 2, such that from and after the date of this Agreement, the revised description of the Hess Parcel shall be as more particularly described on Exhibit D (the “**Revised Hess Parcel**”), the revised description of the Trust Parcel shall be as more particularly described on Exhibit E (the “**Revised Trust Parcel**”), the revised description of the Pioneer Parcel # 1 shall be as more particularly described on Exhibit F (the “**Revised Pioneer Parcel # 1**”), and the revised description of the Pioneer Parcel # 2 shall be as more particularly described on Exhibit G (the “**Revised Pioneer Parcel # 2**”). All such revised descriptions reflect contiguous boundary lines between adjacent parcels, and therefore resolve the gap and all other boundary discrepancies. Such revised descriptions conform to the surveyed descriptions shown in that certain Record of Survey Map (drawing number 835—Pioneer Legacy II—Boundary Adjustments.dwg), dated July 28, 2015, prepared by Richardson Surveying, Inc., on file and of record in the Office of the Davis County Surveyor (the “**Record of Survey Map**”).

2. Conveyance of Property to Resolve Gap and Discrepancies. As provided in Utah Code section 57-1-45, this Agreement acts as a quitclaim deed of each party’s right, title interest, and estate in property outside the agreed-upon boundary line. Specifically: (a) Hess hereby quitclaims and relinquishes to the Trust all right, title and interest in and to the Revised Trust Parcel; (b) Hess hereby quitclaims and relinquishes to Pioneer all right, title and interest in and to the Revised Pioneer Parcel # 1 and Revised Pioneer Parcel # 2; (c) the Trust hereby quitclaims and relinquishes to Hess all right, title and interest in and to the Revised Hess Parcel; (d) the Trust hereby quitclaims and relinquishes to Pioneer all right, title and interest in and to the Revised Pioneer Parcel # 1 and Revised Pioneer Parcel # 2; (e) Pioneer hereby quitclaims and relinquishes to the Trust all right, title and interest in and to the Revised Trust Parcel; and (f) Pioneer hereby quitclaims and relinquishes to Hess all right, title and interest in and to the Revised Hess Parcel.

3. Acquiescence To Encroachment. Some lawn curbing installed on the Hess Parcel encroaches across onto the Trust Parcel approximately one foot. The Parties hereby acknowledge and agree that such lawn curbing is not intended to serve as the common boundary line between the Hess Parcel, on the one hand, and the Trust Parcel, on other hand, nor shall the placement of that lawn curbing serve to alter the legal description of the common boundary line between those parcels.

The Trust hereby acknowledges and consents to the placement of such lawn curb and acquiesces in the encroachment of such lawn curb upon the Trust Parcel. Additionally, Trust hereby grants to Hess and its agents the non-exclusive right to enter upon the Trust Parcel for the purpose of maintenance, repair, replacement, and removal of such lawn and curbing; provided, however, that this acquiescence shall expire upon the earlier of: (a) written demand by the Trust that the encroaching lawn curbing be removed within one year from the date of such demand; or (b) twenty years from the date of this Agreement.

4. Grant of Slope Easement. Pioneer hereby grants to Hess a perpetual and non-exclusive easement across that certain portion of Pioneer Parcel # 2 described on Exhibits D and G (the "Slope Easement") for the purpose of providing subjacent and lateral support for the driveway and related structures on the Hess Parcel. The Slope Easement shall continue indefinitely and shall run with the land and shall terminate only upon: (a) written and recorded agreement of Hess and Pioneer or their respective successors in title; or (b) the written and recorded abandonment by Hess of the Slope Easement; or (c) the written and recorded termination of the Slope Easement by Pioneer in the event and on the condition that Pioneer grants an alternative point of driveway access to the Hess Parcel through Pioneer Parcel # 1 and/or Pioneer Parcel # 2. Upon any such termination, the Slope Easement shall automatically revert to Pioneer or its successors in title.

5. Adjustment of the Hess Parcel's West and North Boundaries. Pioneer, the Trust, and Hess agree that the boundaries of the Hess Parcel shall be adjusted by extending the west boundary exactly 12 feet, and by extending and retracting the north boundary to the points depicted on the Record of Survey Map. The parties agree and acknowledge that the as-surveyed descriptions of Revised Hess Parcel, the Revised Trust Parcel, and the Revised Pioneer Parcel # 2 accurately and fully reflect those boundary adjustments.

6. Waiver. The parties hereby waive any claim that any fence, curbing, or other land improvement constitutes the legal boundaries between the Hess Parcel, the Pioneer Parcel, and the Trust Parcel, respectively, including any claim under the "boundary by acquiescence" doctrine.

7. Compliance with Law. Pursuant to Utah Code § 10-9a-103(36), the adjustment of the boundary lines effected hereunder does not constitute a subdivision of real property.

8. Incorporation of Exhibits. Each of the exhibits attached hereto are hereby incorporated herein by this reference.

9. Miscellaneous. This Agreement contains all of the terms, covenants, conditions, and agreements between the parties hereto with respect to the subject matters treated herein. This Agreement may not be amended or supplemented except through a writing executed by all affected parties and duly recorded. This Agreement concerns real property located in the State of Utah and shall be governed by and construed in accordance with the laws of the State of Utah. The terms, covenants and conditions herein contained shall be binding upon and inure to the benefit of the heirs, successors-in-title, grantees and assigns of the parties. The rights and obligations provided under this Agreement shall continue indefinitely and shall run with the land.

IN WITNESS WHEREOF the parties have executed this Boundary Line Agreement on the dates indicated below, to be effective as of the date last signed.

HESS:

12/15/15
Date
12/15/15
Date

Jay C. Hess
Jay C. Hess
Michelle M. Hess
Michelle M. Hess

TRUST:

20 Nov 2015
Date

Suzanne L. Hess Family Trust w/a/d 2/24/82
Howard V. Hess
Howard V. Hess, Successor Trustee

PIONEER:

20 Nov 2015
Date

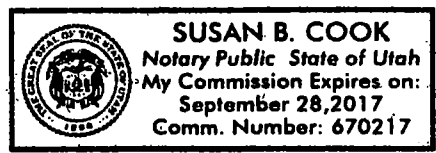
Pioneer Legacy Properties II, LC
a Utah limited liability company
Howard V. Hess
Howard V. Hess, Manager

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 15th day of December, 2015, by Jay C. Hess and Michelle M. Hess.

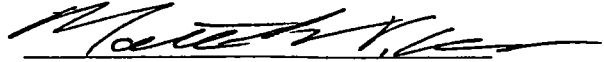
Susan B. Cook
Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)



The foregoing instrument was acknowledged before me this 20th day of ~~September~~ ^{November}, 2015, by Howard V. Hess in his capacity as Manager of Pioneer Legacy Properties II, LC.




Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 20th day of ~~September~~ ^{November}, 2015, by Howard V. Hess in his capacity as Successor Trustee of the Suzanne L. Hess Family Living Trust u/a/d February 24, 1982.





Notary Public

Exhibit A
to
Boundary Line Agreement

(Legal Description of the Hess Parcel)

Real property situated in Davis County, Utah, more particularly described as follows:

Beginning at a point on the Westerly line of Highway 106 (a 66 foot wide road) which is North 89°07'42" East 1590.39 feet along the Quarter Section line and Northwesterly along said Westerly line of Highway 106, 117.32 feet along the arc of a 3404.87 foot radius curve to the left through a central angle of 1°58'27" (radius point bears South 58°07'19" West from the beginning of the curve) to Highway Station 468+14.7 and North 33°51'08" West 202.38 feet from the center of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian; and running thence North 88°57'36" West 326.32 feet along an existing fence; thence North 96.88 feet; thence South 88°57'36" East 260.53 feet along the boundary line established in Book 1306, Page 260 of Official Records; thence South 33°51'08" East 118.09 feet along said Westerly line of Highway 106 to the point of beginning.

Subject to a right of way for ingress and egress over the Southerly 12 feet of said property.

Also subject to that certain Boundary Agreement dated August 3, 1989, and recorded August 4, 1989, as Entry No. 865938, Book 1306, Pages 1081-82.

APN: 08-052-0135

Exhibit B
to
Boundary Line Agreement

(Legal Description of the Trust Parcel)

Real property situated in Davis County, Utah, more particularly described as follows:

Beginning 9.60 chains North and N 88°15' E 17.85 chains and South 147.61 feet and East 83.30 feet from the center of section 13, Township 3 North, Range 1 West, S.L.B. & M: And running thence S 32°30' E 150.0 feet, thence N 88°11' W 175.44 feet, thence N 25°33' W 93.75 feet, thence N 74°56'37" E 140.0 feet to the point of beginning.

Subject to that certain Boundary Agreement dated August 3, 1989, and recorded August 4, 1989, as Entry No. 865938, Book 1306, Pages 1081-82.

APN: 08-052-0013

Exhibit C
to
Boundary Line Agreement

(Legal Description of the Pioneer Parcels)

Real property situated in Davis County, Utah, more particularly described as follows:

PARCEL # 1

A part of the North half of Section 13, Township 3 North, Range 1 West, Salt Lake Meridian: Beginning at a point which is South 89°32'27" East 461.09 feet from the center of said Section 13, and running thence North 73°16'20" East 31.99 feet; thence North 28°10'09" East 54.56 feet; thence North 72°28' West 15.99 feet; thence North 11°31'43" East 91.02 feet; thence North 24°42'50" East 151.15 feet; thence South 89°07'15" East 849.68 feet to the West line of State Road 106; thence South 33°01'58" East 220.11 feet; thence North 88°37'15" West 143.80 feet; thence South 1°22'45" West 114.90 feet to an existing fence; thence two courses along said fence as follows: North 89°24' West 935.05 feet and North 44°57'26" West 14.96 feet to the point of beginning.

ALSO, beginning at the center of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian, and running thence South 89°32'27" East 461.09 feet, thence South 44°57'26" East 14.96 feet to the North line of a tract of Horton Bourne (1950), thence Westerly to a point 5 Links South of the Point of Beginning; thence North 5 Links to the Point of Beginning.

SUBJECT TO a 20 foot right of way and easement to be used in common with the grantors, for installation, replacement, repair and maintenance of an underground pipeline, and for overhead and/or underground power lines as the Grantee shall deem necessary and/or desirable to serve and provide for transmission to and from a well, and for the rights of ingress and egress necessary and convenient for such purposes, being 10.0 feet on each side of and parallel to the following described centerline: Beginning at a point South 89°52'45" West 20.0 feet along the Quarter Section line and North 0°01'47" East 12.18 feet from the center of said Section 13, and running thence South 89°19' East 485.0 feet; thence South 77°12' East 49.98 feet; thence South 89°24' East 1106.15 feet to the Westerly line of State Road 106, with the Northerly and Southerly lines of said 20.0 foot strip being extended or shortened to reach the points of terminus of said easement as herein set forth, as reserved in Warranty Deed recorded April 8, 1992, as Entry No. 966693, in Book 1486, Page 254 of Official Records.

APN: 08-052-0221

PARCEL # 2

Beginning on the East line of the State Highway at a point South 89°52'45" West 652.50 feet and North 28°17' West 372.20 feet and North 21°12' West 43.0 feet from the Southeast Corner of the Northwest Quarter of Section 13, Township 3 North, Range 1 West, S.L.B.&M., and running thence North 21°12' West 278.40 feet, more or less, along the Easterly line of a Highway to the Northwest Corner of Grantors' property; thence along the North line of Grantors' land North 88°59'55" East 1922.49 feet; thence South 07°39' East 200.84 feet; thence North 83°07'13" East 136.16 feet to the Northwest Corner of Grantees' existing premises; thence along the West line of Grantees' existing premises South 25°33' East 93.75 feet; thence South 26°32' East 109.30 feet, more or less, to the South line of Grantors' land; thence along said South line North 89°06' West 1977.60 feet to the Easterly line of a frontage road; thence Northwesterly on a 75 foot radius curve to the left 117.83 feet to the point of beginning.

TOGETHER WITH a right-of-way over the following premises: Beginning on the East line of the above premises at a point North 293.92 feet and East 1228.49 feet and North 26°32' West 109.80 feet from the Southeast Corner of said Northwest Quarter; thence South 88°11' East 175.44 feet to West line of Highway; thence along said West line South 34°54'20" East 10 feet; thence North 88°11' West 175.44 feet to East line of above premises; thence North 26°32' West 10 feet, more or less, to the point of beginning.

LESS AND EXCEPTING: Beginning on the Westerly line of a Highway 66.0 feet in width at a point North 89°07'42" East 1590.39 feet along the Quarter Section line and Northwesterly 117.32 feet along the arc of a 3404.87 foot radius curve to the left along said highway through a central angle of 1°58'27" (Radius point bears South 58°07'19" West from the beginning of curve) to Highway Station No. 468+14.7, and North 33°51'08" West 202.38 feet along said Highway from the Southwest corner of the Northeast Quarter of Section 13, Township 3 North, Range 1 West, Salt Lake Meridian, in the City of Farmington, and running thence North 88°57'36" West 326.32 feet along an existing fence line; thence North 96.88 feet; thence South 88°57'36" East 260.83 feet to the Westerly line of said Highway; thence South 33°51'08" East 118.06 feet along said Highway line to the point of beginning.

LESS AND EXCEPTING: Beginning in the easterly highway right of way and limited-access line of said existing expressway at the Northwest corner of said entire tract, which point is 193.129 m (633.63 ft.) N 0°07'38" E along the Quarter Section line and 287.606 m (943.59 ft.) S 89°31'23" W (deed of record S 88°59'55" W) from the center of said Section 13 as monumented with a county Brass Cap; and running thence S 21°24'40" E (deed of record S 21°12' E) 84.795m (278.20 ft.), more or less, along said easterly highway right of way and limited-access line to a northeasterly frontage road right of way line of record; thence Southeasterly 34.171m (112.11 ft.) along said northeasterly frontage road right of way line, along the arc of a 22.860 m (75.00 ft.) radius curve to the right (Note: Chord to said curve bears S 64°09'34" E for a distance of 31.077 m (101.96 ft.)); thence S 21°30'58" E 5.377 m (17.64 ft.); thence S 89°14'22" E (deed of record S 89°06' E) 14.241 m (46.72ft.) along the southerly boundary line of said entire tract; thence N 17°23'24"W 10.560 m (34.65 ft.); thence N 67°59'33" W 14.319 m (46.98 ft.); thence N 18°36'36" W 77.487 m (254.22 ft.); thence S 67°56'32" W 6.372 m (20.91 ft.); thence Northerly 12.300 m (40.35 ft.), more or less, along the arc of a 1,509.848 m (4,953.57 ft.) radius curve to

the left (Note: Chord to said curve bears N 22°10'32" W for a distance of 12.300 m (40.35 ft.)) to the northerly boundary line of said entire tract; thence S 89°31'23" W (deed of record S 88°59'55" W) 23.429 m (76.87 ft.), more or less, along said northerly boundary line to the point of beginning.

APN: 08-052-0220

Exhibit D
to
Boundary Line Agreement

(the Revised Hess Parcel)

Real property situated in Davis County, Utah, more particularly described as follows:

Beginning at a point on the westerly right-of-way line of State Road No. 106, said point also being South 89°52'45" West 696.296 feet along the Quarter Section line and North 306.014 feet and South 89°07'15" East 2122.482 feet and North 33°50'19" West 23.205 feet along said westerly right-of-way line from the Center of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian; and running thence North 33°50'19" West 118.049 feet along said westerly right-of-way line; thence along a boundary agreement line for the following eight courses:

- 1. North 88°58'40" West 132.914 feet,*
- 2. North 85°26'46" West 39.314 feet,*
- 3. South 85°12'53" West 23.933 feet,*
- 4. South 79°52'44" West 37.735 feet,*
- 5. South 44°21'39" West 11.418 feet,*
- 6. South 82°35'00" West 31.050 feet,*
- 7. South 00°01'04" East 76.723 feet, and*
- 8. South 88°58'40" East 337.619 feet to the point of beginning.*

Containing 28,819 square feet or 0.66160 acre, more or less.

Subject to a right of way for ingress and egress in favor of Pioneer Legacy Properties II, LC and its successors in title over the Southerly 12 feet of said property.

Together with a slope easement, for the purpose of providing subjacent and lateral support for driveway and related structures, across the following described property:

Beginning at a point on the westerly right-of-way line of State Road No. 106, said point also being South 89°52'45" West 696.296 feet along the Quarter Section line and North 306.014 feet and South 89°07'15" East 2122.482 feet and North 33°50'19" West 23.205 feet along said westerly right-of-way line from the Center of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 88°58'40" West 237.093 feet; thence South 00°01'04" E 5.001 feet; thence South 88°58'40" E 240.485 feet; thence North 33°50'19" W 6.094 feet along said westerly right-of-way line to the point of beginning.

Containing 1,194 square feet or 0.02741 acre, more or less.

APN: 08-052-0135

Exhibit E
to
Boundary Line Agreement

(the Revised Trust Parcel)

Real property situated in Davis County, Utah, more particularly described as follows:

Beginning at a point South 89°52'45" West 696.296 feet along the Quarter Section line and North 461.823 feet and East 1698.383 feet and North 82°35'00" East 90.774 feet and North 80°21'00" East 37.547 feet from the Center of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian; and running thence North 80°21'00" East 146.218 feet along an old fence and a boundary agreement line to the westerly right-of-way line of State Road No. 106; thence along the westerly right-of-way line of State Road No. 106 for the following two courses:

- 1. Southeasterly 71.964 feet along a 1465.69 foot radius curve to the left (delta = 2°48'47" and chord bears South 32°25'51" East 71.957 feet), and*
- 2. South 33°50'19" East 63.612 feet;*

thence along a boundary agreement line for the following four courses:

- 1. North 88°58'40" West 132.914 feet,*
- 2. North 85°26'46" West 39.314 feet,*
- 3. South 85°12'53" West 5.914 feet,*
- 4. North 25°33'00" West 93.173 feet to the point of beginning.*

Containing 16,498 square feet or 0.37873 acre, more or less.

Subject to all covenants, conditions, easements, rights-of-way, reservations and restrictions now of record.

Together with all improvements thereon and all water rights, rights-of-way, easements, privileges and appurtenances thereunto now used or enjoyed with the property.

APN: 08-052-0013

Exhibit F
to
Boundary Line Agreement

(the Revised Pioneer Parcel # 1)

Real property situated in Davis County, Utah, more particularly described as follows:

Beginning at a point South 89°52'45" West 696.296 feet along the Quarter Section line and North 306.014 feet and South 89°07'15" East 1280.053 feet from the Center of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian; and running thence along a fence for the following seven courses:

- 1. South 24°42'50" West 151.150 feet,*
- 2. South 11°31'43" West 91.020 feet,*
- 3. South 72°28'00" East 15.990 feet,*
- 4. South 28°10'09" West 54.560 feet,*
- 5. South 73°16'20" West 31.990 feet,*
- 6. South 44°57'26" East 14.735 feet, and*
- 7. South 89°25'07" East 935.210 feet;*

thence along the boundary of the Meriwether property recorded 6/1/2007 on quit-claim deed Entry No. 2276340, Book 4295 Page 2284 for the following two courses:

- 1. North 01°21'41" East 114.900 feet (equals the back bearing of deed course: South 1°22'45" West 114.90 feet), and*
- 2. South 88°38'19" East 139.692 feet (equals back bearing of deed line: North 88°37'15" West) to the westerly right-of-way line of State Road No. 106; thence Northwesterly 41.085 feet along said westerly right-of-way line (also being a 3,404.87 foot radius curve to the left (Delta=00°41'29" and chord bears North 33°29'30" West 41.085 feet)); thence North 33°50'19" West 180.339 feet along said westerly right-of-way line; thence North 89°07'18" West 842.429 feet to the point of beginning.*

Containing 277,335 square feet or 6.36674 acres, more or less.

Subject to all covenants, conditions, easements, rights-of-way, reservations and restrictions now of record.

Together with all improvements thereon and all water rights, rights-of-way, easements, privileges and appurtenances thereunto now used or enjoyed with the property.

APN: 08-052-0221

Exhibit G
to
Boundary Line Agreement

(the Revised Pioneer Parcel # 2)

Real property situated in Davis County, Utah, more particularly described as follows:

Beginning at a point on the easterly right-of-way line of a frontage road known as Utah Department of Transportation Project No. SP-0067(1)0, said point also being South 89°52'45" West 696.296 feet along the Quarter Section line and North 306.014 feet from the Center of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian; and running thence along said easterly right-of-way line for the following five courses:

1. *North 17°29'15" West 34.201 feet,*
2. *North 68°05'24" West 46.980 feet,*
3. *North 18°42'27" West 254.220 feet,*
4. *South 67°50'41" West 20.910 feet, and*
5. *North 22°16'23" West 40.350 feet;*

thence along an old fence for the following six courses:

1. *North 89°01'29" East 84.140 feet;*
2. *North 88°07'28" East 79.917 feet,*
3. *North 89°09'21" East 337.547 feet,*
4. *North 89°07'31" East 284.950 feet,*
5. *North 88°45'34" East 267.389 feet, and*
6. *North 89°31'30" East 64.276 feet to the southwest corner of NORTH MAIN STREET CHURCH SUBDIVISION recorded 7/2/2009 as Entry No. 2464628, Book 4810, Page 426; thence North 88°47'01" East 358.040 feet along the southerly line of said SUBDIVISION; thence along an old fence for the following three courses:*

1. *North 89°18'04" East 156.832 feet,*
2. *North 87°18'01" East 55.402 feet, and*
3. *North 88°46'58" East 55.450 feet (also being a portion of the southerly line of the Rodney L. Hess property recorded on Correction Deed recorded 09/27/2007 as Entry No. 2309314, Book 4376 Page 888-889 [equals the back bearing of said Hess deed course: South 88 degrees 47'02" West rotated to the basis of bearing of this as-surveyed description]); thence along an old fence and a boundary agreement line for the following ten courses:*

1. *South 07°08'30" East 199.958 feet,*
2. *North 82°35'00" East 90.774 feet,*
3. *North 80°21'00" East 37.547 feet,*
4. *South 25°33'00" East 93.173 feet,*
5. *South 85°12'53" West 18.019 feet,*
6. *South 79°52'44" West 37.735 feet,*
7. *South 44°21'39" West 11.418 feet,*
8. *South 82°35'00" West 31.050 feet,*
9. *South 00°01'04" East 76.723 feet, and*

10. *South 88°58'40" East 337.619 feet to the westerly right-of-way line of State Road No. 106; thence South 33°50'19" East 23.205 feet along said westerly right-of-way line; thence North 89°07'15" West 2122.482 feet along a boundary agreement line to the point of beginning.*

Containing 650,471 square feet or 14.93276 acres, more or less.

Subject to all covenants, conditions, easements, rights-of-way, reservations and restrictions now of record.

Also subject to a slope easement, for the purpose of providing subjacent and lateral support for driveway and related structures, across the following described property:

Beginning at a point on the westerly right-of-way line of State Road No. 106, said point also being South 89°52'45" West 696.296 feet along the Quarter Section line and North 306.014 feet and South 89°07'15" East 2122.482 feet and North 33°50'19" West 23.205 feet along said westerly right-of-way line from the Center of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 88°58'40" West 237.093 feet; thence South 00°01'04 E 5.001 feet; thence South 88°58'40 E 240.485 feet; thence North 33°50'19 W 6.094 feet along said westerly right-of-way line to the point of beginning.

Containing 1,194 square feet or 0.02741 acre, more or less.

Together with all improvements thereon and all water rights, rights-of-way, easements, privileges and appurtenances thereunto now used or enjoyed with the property.

Also together with an easement for access and all other road and utility purposes in favor of Pioneer Legacy Properties II, LC and its successors in title over the northerly 16.5 feet of the following described property:

Beginning at a point South 89°52'45" West 696.296 feet along the Quarter Section line and North 461.823 feet and East 1698.383 feet from the Center of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian and running thence North 07°08'30" West 199.958 feet along an old fence also being a boundary agreement line; thence North 88°46'58" East 212.627 feet along an old fence (also being the southerly line of the Rodney L. Hess property recorded on Correction Deed recorded 09/27/2007 as Entry No. 2309314, Book 4376 Page 888-889 (equals the back bearing of said Hess deed course: South 88 degrees 47'02" West rotated to the basis of bearing of this as-surveyed description)) to the westerly right-of-way line of State Road No. 106; thence Southeasterly 180.930 feet along a non-tangent 1465.690 foot radius curve to the left of said right-of-way line (delta = 07°04'22" and chord bears South 27°29'20" East 180.815 feet); thence along an old fence also being a boundary agreement line for the following two courses: South 80°21'00" West 183.765 feet and South 82°35'00" West 90.774 feet to the point of beginning.

Also together with a right of way in favor of Pioneer Legacy Properties II, LC and its successors in title for ingress and egress over the Southerly 12 feet of the following property:

Beginning at a point on the Westerly line of Highway 106 (a 66 foot wide road) which is North 89° 07'42" East 1590.39 feet along the Quarter Section line and Northwesterly along said Westerly line of Highway 106, 117.32 feet along the arc of a 3404.87 foot radius curve to the left through a central angle of 1°58'27" (radius point bears South 58°07'19" West from the beginning of the curve) to Highway Station 468+14.7 and North 33°51'08" West 202.38 feet from the center of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian; and running thence North 88°57'36" West 338.32 feet; thence North 96.88 feet; thence South 88°57'36" East 272.53 feet along the boundary line established in Book 1306, Page 260 of Official Records; thence South 33°51'08" East 118.09 feet along said Westerly line of Highway 106 to the point of beginning.

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