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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
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11 08-052-0058, 0013, 0220

BOUNDARY LINE AGREEMENT

This BOUNDARY LINE AGREEMENT (this "Agreement") is made by and between Glen H. Lambson and Joyce H. Lambson, Trustees of the Lambson Family Trust u/a/d March 1, 1991 ("**Lambson**"), 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. Lambson 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 "**Lambson Parcel**"). Lambson's address is 961 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 an adjacent parcel of real property in Farmington City, Davis County, State of Utah, more particularly described on Exhibit C attached hereto and incorporated herein by reference (the "**Pioneer Parcel**"). Pioneer's address is 1097 East Country Road, Fruit Heights, Utah 84037.
- D. The Lambson Parcel's south boundary is adjacent to and shares a common boundary with segments of the Pioneer Parcel and the Trust Parcel.
- E. An overlap exists between the south described boundary of the Lambson Parcel and segments of the adjacent north described boundary of the Trust Parcel and the Pioneer Parcel.
- F. Lambson, 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 Revolve Overlap. Lambson, Pioneer, and the Trust hereby adjust the common boundary lines between the Lambson Parcel, on the one side, and the Trust Parcel and the Pioneer Parcel, on the other side, such that from and after the date of this Agreement, the revised description of the Lambson Parcel shall be as more particularly described on Exhibit D (the “**Revised Lambson Parcel**”), the revised description of the Trust Parcel shall be as more particularly described on Exhibit E (the “**Revised Trust Parcel**”), and the revised description of the Pioneer Parcel shall be as more particularly described on Exhibit F (the “**Revised Pioneer Parcel**”). All such revised descriptions reflect contiguous boundary lines between adjacent parcels, and therefore resolve the overlap 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.

2. Conveyance of Property to Resolve Overlap 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) Lambson hereby quitclaims and relinquishes to the Trust all right, title and interest in and to the Revised Trust Parcel; (b) Lambson hereby quitclaims and relinquishes to Pioneer all right, title and interest in and to the Revised Pioneer Parcel; (c) the Trust hereby quitclaims and relinquishes to Lambson all right, title and interest in and to the Revised Lambson Parcel; and (d) Pioneer hereby quitclaims and relinquishes to Lambson all right, title and interest in and to the Revised Lambson Parcel.

3. Vacation of Right-of-Way. Pioneer hereby forever vacates, abandons and surrenders all right, title and interest in and to that certain right-of-way burdening the Lambson Parcel created by that certain Warranty Deed recorded March 7, 1975, as Entry No. 409658, Book 561, Page 901 of the Official Records of Davis County, described as:

Beginning on the East line of the above premises at a point North 298.92 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.

08-052-0013 & 0135

4. Waiver. The parties hereby waive any claim that any fence or other land improvement constitutes the legal boundaries between the Lambson Parcel, the Pioneer Parcel, and the Trust Parcel, respectively, including any claim under the “boundary by acquiescence” doctrine.

5. 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.

6. Incorporation of Exhibits. Each of the exhibits attached hereto are hereby

incorporated herein by this reference.

7. 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.

LAMBSON:

<u>1-18-2016</u> Date	Lambson Family Trust u/a/d 3/1/91 <u>Glen H. Lambson</u> Glen H. Lambson, Trustee
<u>1-18-2016</u> Date	<u>Joyce H. Lambson</u> Joyce H. Lambson, Trustee

TRUST:

<u>5 APR 2016</u> Date	Suzanne L. Hess Family Trust u/a/d 2/24/82 <u>Howard V. Hess</u> Howard V. Hess, Successor Trustee
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PIONEER:

<u>5 APR 2016</u> Date	Pioneer Legacy Properties II, LC a Utah limited liability company <u>Howard V. Hess</u> Howard V. Hess, Manager
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STATE OF UTAH)
 : SS.
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 18th day of January, 2016, by Glen H. Lambson and Joyce H. Lambson, in their capacities as trustees of the Lambson Family Trust u/a/d 3/1/91.



Matthew V. Hess
Notary Public

STATE OF UTAH)
 : SS.
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 25th day of ~~January~~ ^{April}, 2016, by Howard V. Hess in his capacity as Manager of Pioneer Legacy Properties II, LC.



Matthew V. Hess
Notary Public

STATE OF UTAH)
 : SS.
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 25th day of ~~January~~ ^{April}, 2016, by Howard V. Hess in his capacity as Successor Trustee of the Suzanne L. Hess Family Living Trust u/a/d February 24, 1982.



Matthew V. Hess
Notary Public

Exhibit A
to
Boundary Line Agreement

(Legal Description of the Lambson Parcel)

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

Beginning at a point East 977.11 feet and 666.01 feet North and South 07°39' East 16.65 feet from the Southeast Corner of the Northwest Quarter of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 88°59'55" East 215.30 feet to a Highway; thence along said Highway South 22°45' East 33.71 feet and South 32°30' East 118.52 feet, more or less, to the Southeast Corner of Grantors' land; thence along the South line of Grantors' land South 74°56'37" West 140.0 feet; thence South 83°07'13" West 136.16 feet; thence North 07°39' West 184.19 feet to the point of beginning.

ALSO, Beginning on the North line of Grantors' land at a point East 977.11 feet and North 666.01 feet from the Southeast Corner of said Northwest Quarter, and running thence along said North line North 88°59'55" East 210.59 feet, more or less, to the West right-of-way line of Highway 106; thence South 22°45' East 17.90 feet to the Northeast Corner of the above premises; thence along the North line of said above premises South 88°59'55" West 215.30 feet; thence North 07°39' West 16.65 feet to the point of beginning.

Subject to the right-of-way created by that certain Warranty Deed recorded March 7, 1975, as Entry No. 409658, Book 561, Page 901 of the Official Records of Davis County, described as:

Beginning on the East line of the above premises at a point North 298.92 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.

APN: 08-052-0058 ✓✓

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 Parcel)

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

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 Lambson 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 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.

Containing 44,656 square feet or 1.02516 acres, more or less.

APN: 08-052-0058 ✓
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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.

pt APN: 08-052-0013 //

Exhibit F
to
Boundary Line Agreement

(the Revised Pioneer Parcel)

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 164.276 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.

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 a right of way 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.

APN: 08-052-0220 ↘