

When recorded send to:
Harbor View Development, L.L.C.
Dan Frandsen
2051 East 1475 South
Hazelton, ID 83335

Boundary Line and Property Conveyance Agreement

This Boundary Line and Property Conveyance Agreement ("Agreement") is made effective as of March 9, 2020, by and between **Tyree Claude Lamph** ("Lamph") and **Harbor View Development, L.L.C.** ("Harbor View"), ("Parties") for the purpose of fixing the boundary line between adjoining parcels of land owned by the Parties and quieting title to a certain parcel of real property between the deed line and the surveyed fence line.

WHEREAS Lamph is the owner of a parcel of land described as Utah County Tax Serial No.: 13:041:0051; and

WHEREAS Harbor View is the owner of a parcel lying immediately to the east of the Lamph parcel, and which are described as Utah County Tax Serial No.: 13:041:0075; and

WHEREAS there is an old and long established fence line ("fence") which lies on the Lamph parcel but which has been treated and recognized as the boundary between the Parties respective parcels; and

WHEREAS the Parties agree that the fence has been surveyed, and that the "surveyed line" shall constitute the actual boundary between the Parties' respective parcels, which surveyed line is described as follows;

Beginning at a point which is North 00°11'21" East along the section line 1026.89 feet and East 449.83 feet from the West Quarter corner of Section 22, Township 5 South, Range I East, Salt Lake Base and Meridian; thence South 00°54'00" West 985 feet, more or less, to the south boundary line of the Lamph parcel, Serial No. 13:041:0051.

NOW THEREFORE, for ten dollars and other good and valuable consideration, the receipt of which is acknowledged, and to include a Field Drain Indemnification Agreement duly executed by TACE, LLC, which is purchasing the Harbor View

property the Parties (which Field Drain Indemnification Agreement constitutes a significant portion of the overall consideration for this Agreement) agree as follows:

1. The surveyed line shall constitute the boundary between the Lamph parcel and the Harbor View parcels described herein.

2. Although the surveyed line is essentially the same as the fence, the surveyed line shall constitute the actual boundary line between the Parties' respective parcels, regardless of what may become of the fence.

3. Each Party hereby quit claims to the other Party all title and interest that each Party may have to any real property on the side of the surveyed line opposite their respective parcels. More specifically, by executing this Boundary Agreement, Lamph conveys and quit-claims to Harbor View the following parcel of property, constituting the overlapping parcel between the historical deed line and the new surveyed line established by this Agreement as the boundary line between the Parties' respective parcels:

Beginning at a point which is North 00°11'21" East along the section line 1026.89 feet and East 449.83 feet from the West Quarter corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 89°29'34" East 8.78 feet; thence South 640.70 feet; thence West 18.85 feet to a fence line; thence North 00°54'00" East mostly along a fence line and its line extended 640.86 feet to the point of beginning.

Containing an area of 0.203 acres (8,851.70 square feet).

Reciprocally, by executing this Agreement, Harbor View conveys and quit-claims to Lamph any real property to the west of the parcel of property described in this paragraph.

4. The Parties agree that this Agreement shall be binding upon them, their heirs, personal representatives, and assigns.


5. The Parties agree that pursuant to Utah Code section 57-1-45(3)(a) this Agreement is not intended to affect any Agricultural Protection Easement or agricultural protection status on the remaining Lamph parcel, but does intend to remove any Agricultural Protection Easement or agricultural protection status on the remaining Harbor View parcel. Harbor View will be responsible to file, and to bear any cost of, documents necessary to remove the overlap parcel conveyed from Lamph to Harbor View from the Agricultural Protection Zone. Each Party agrees to cooperate in the signing of such further or other documents necessary to effectuate the intent stated in this paragraph.

IN WITNESS HEREOF, the Parties have signed their names to this Boundary Line and Property Conveyance Agreement effective on the date first above written:

Tyree Claude Lamph

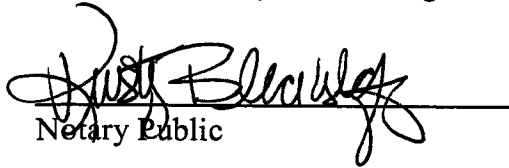
Harbor View Development, L.L.C.


By: Tyree Claude Lamph


By: Dan Frandsen, its managing member

State of Utah)
 :SS
County of Utah)

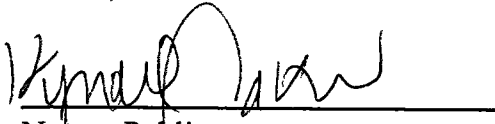
On the 9 day of March, 2020, personally appeared before me Tyree Claude Lamph, who duly acknowledged that he executed the forgoing Agreement.


Notary Public



State of Utah ~~Utah~~ Idaho
 :SS
County of Utah ~~Utah~~ Twin Falls

On the 18 day of NOVEMBER, 2020, personally appeared before me Dan Frandsen, who duly acknowledged to me that he is the managing member of Harbor View Development, L.L.C., and that he was authorized to, and did execute the forgoing Agreement.


Notary Public

