

42
3/12

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT ("Agreement"), is entered into this ___ day of December 2001, by and between DOYLE E. KOHLER and LILLY KOHLER, with respect to the property described on Exhibit "A"; JOHN KNOLLIN HAWS, TRUSTEE OF THE JOHN KNOLLIN HAWS TRUST, under date of December 4, 1997, as to the property described on Exhibit "B" attached hereto; HIGH COUNTRY GLASS, INC., a Utah corporation, with respect to the property described on Exhibit "C" attached hereto; WAYNE S. POWELL and NORMA N. POWELL, as Trustees of the W&N POWELL TRUST dated December 3, 1991, as to the property described on Exhibit "D", and ROBERT K. WALTON and JANICE WALTON as to the property described on Exhibit "E", and is based upon the following:

A. The parties hereto are all property owners, owning property described on attached Exhibits "A", "B", "C", "D" and "E" in the vicinity of State Street and First South Street in Lehi, Utah County, Utah.

B. The properties have been developed with buildings and other improvements and it has been determined that the fence lines and curb lines from the development do not follow strictly the property lines as described on Exhibits "A", "B", "C", "D" and "E".

C. By this Agreement, the parties hereto desire to establish the boundary lines between their properties along the fence and curb lines as shown on Exhibit "F" and as described on Exhibit "G".

NOW, THEREFORE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The boundary line depicted on Exhibit "F" and described on Exhibit "G", will hereafter and forever be the boundary line between their respective properties.
2. Each party, by executing this Agreement, represents and warrants to the other parties that it has no knowledge of any material environmental hazards located on its property.
3. Each party hereto represents and warrants to the other parties that it owns fee simple title to its property as described herein subject to such encroachments as have existed and which are cured by this Boundary Line Agreement.
4. This Boundary Line Agreement runs with the land described in the attached Exhibits and will be binding upon the parties hereto, their heirs, successors and assigns.
5. If there is any litigation between any of the parties to enforce or interpret any provisions hereof or rights arising hereunder, the unsuccessful party in such litigation, as determined by the court, shall pay to the successful party, as determined by the court, all costs and expenses, including

but not limited to reasonable attorneys' fees incurred by the successful party, such fees to be determined by the court sitting without a jury.

6. Each party hereby quit claims that portion of their property on the opposite side of the established boundary line, as described in Exhibit "G", to the opposite party.

IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year first above written.

Doyle E. Kohler
DOYLE E. KOHLER

Lilly Kohler
LILLY KOHLER

JOHN KNOLLIN HAWS TRUST

By: John Knollin Haws
John Knollin Haws, Trustee

HIGH COUNTRY GLASS, INC., a Utah corporation,

By: [Signature]
Its: President

W&N POWELL TRUST

By: Wayne S. Powell
Wayne S. Powell, Trustee

By: Norma N. Powell, Vice Trustee
Norma N. Powell, Trustee

Robert K. Walton
ROBERT K. WALTON

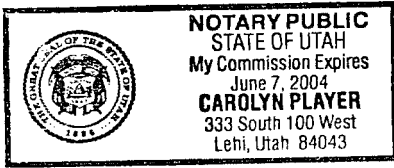
Janice Walton
JANICE WALTON

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On the 11 day of ~~December 2001~~ *February 2002*, personally appeared before me DOYLE E. KOHLER, who being by me duly sworn, did say that he is the signer of the foregoing instrument and acknowledged to me that he executed the same.



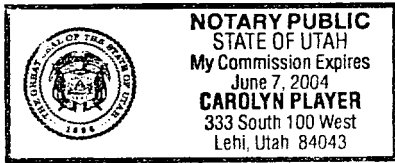
Carolyn Player
NOTARY PUBLIC

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On the 11 day of ~~December 2001~~ *February 2002*, personally appeared before me LILLY KOHLER, who being by me duly sworn, did say that she is the signer of the foregoing instrument and acknowledged to me that she executed the same.



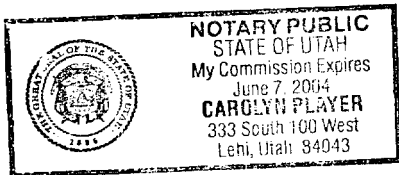
Carolyn Player
NOTARY PUBLIC

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On the 11 day of ~~December 2001~~ *February 2002*, personally appeared before me JOHN KNOLLIN HAWS, who being by me duly sworn, did say that he is the signer of the foregoing instrument and that he signed the same in his capacity as the Trustee of the JOHN KNOLLIN HAWS TRUST, and acknowledged to me that he executed the same.



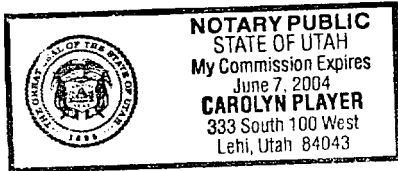
Carolyn Player
NOTARY PUBLIC

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On the 11 day of ~~December 2001~~ February 2002, personally appeared before me David Helmer who being by me duly sworn, did say that he is the signer of the foregoing instrument and that he signed the same in his capacity as the President of HIGH COUNTRY GLASS, INC., a Utah corporation, and that the foregoing instrument was signed on behalf of said corporation and acknowledged to me that said corporation executed the same.



Carolyn Player
NOTARY PUBLIC

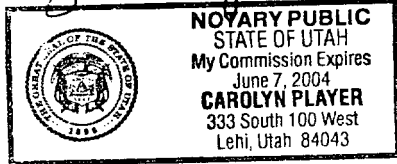
STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On the 11 day of ~~December 2001~~ February 2002, personally appeared before me WAYNE S. POWELL and NORMA N. POWELL who being by me duly sworn, did say that they are the signers of the foregoing instrument and that they signed the same in their capacity as Trustees of the W&N POWELL TRUST, and acknowledged to me that they executed the same.

Norma N Powell, Decerning
Signed by Trustee



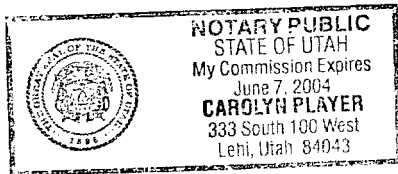
Carolyn Player
NOTARY PUBLIC

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On the 24 day of ~~December 2001~~ February 2003, personally appeared before me ROBERT K. WALTON, who being by me duly sworn, did say that he is the signer of the foregoing instrument and acknowledged to me that he executed the same.



Carolyn Player
NOTARY PUBLIC

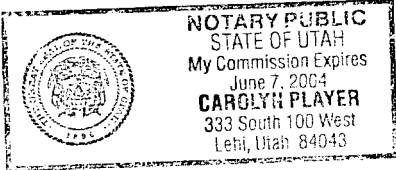
STATE OF UTAH)

: ss.

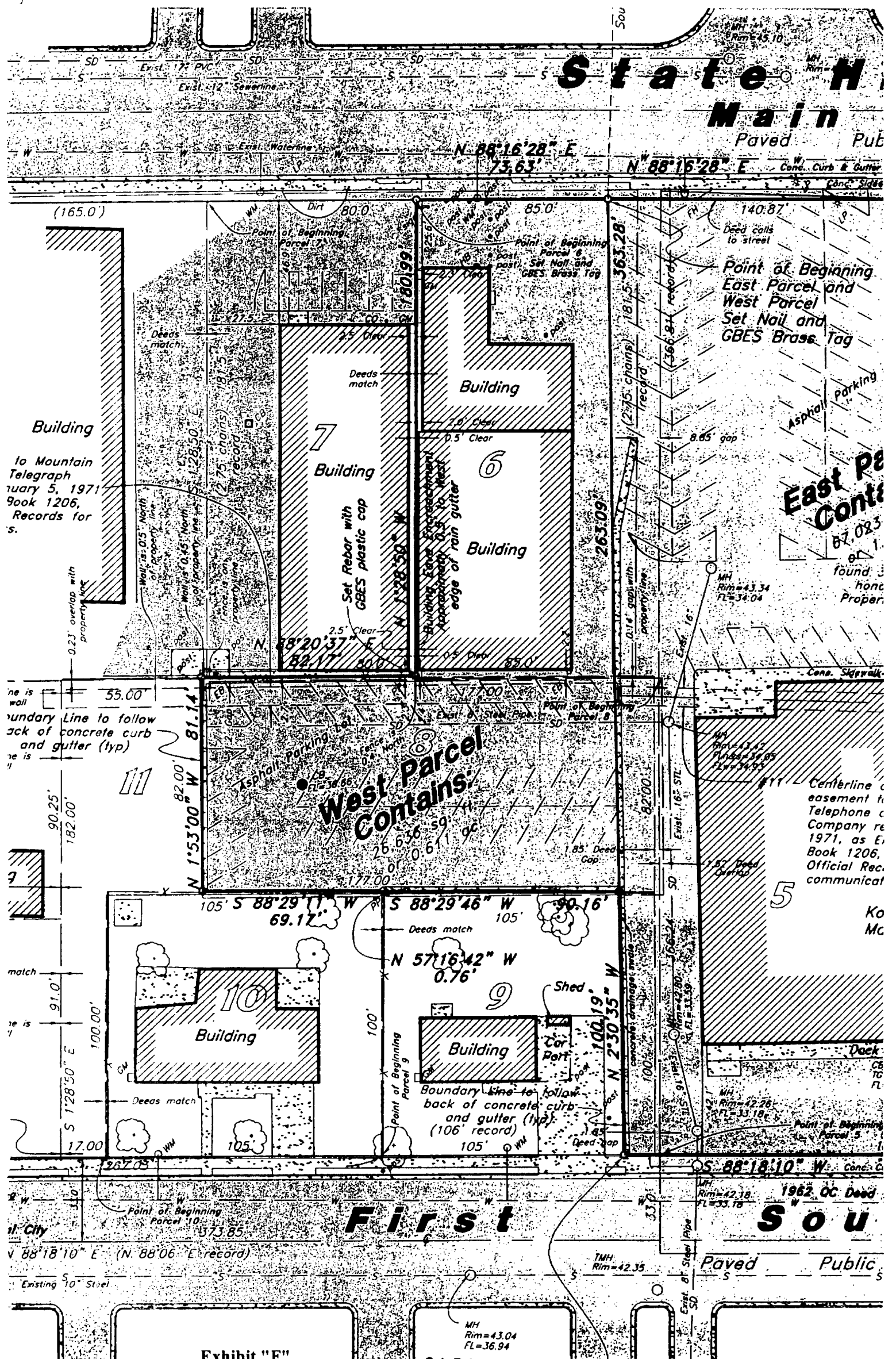
COUNTY OF SALT LAKE)

On the 24 day of February 2003, personally appeared before me JANICE WALTON, who being by me duly sworn, did say that he is the signer of the foregoing instrument and acknowledged to me that he executed the same.

[Handwritten Signature]
NOTARY PUBLIC



State Highway Main



Building
to Mountain
Telegraph
January 5, 1971
Book 1206,
Records for
s.

Point of Beginning
East Parcel and
West Parcel
Set Nail and
GBES Brass Tag

**West Parcel
Contains:**

Centerline
easement to
Telephone
Company re
1971, as E
Book 1206,
Official Rec.
communicat

Exhibit "F"
to
Boundary Line Agreement

MH
Rim=43.04
FL=36.94
Set Rebar with GBES
Plastic Cap at back
of concrete curb

EXHIBIT "G"
to Boundary Line Agreement ENT 49497:2003 PG 7 of 12
[Common Boundary Line]

A Part of the Northwest Quarter of Section 16, Township 5 South, Range 1 East, Salt Lake Base & Meridian, U.S. Survey in the City of Lehi, Utah County, Utah:

Beginning at a point on the North Line of First South Street being 1310.40 feet South 89°49'39" East along the Section Line, 1368.19 feet South to the South Line of State Highway 73 (Main Street), and 363.28 feet South 2°30'35" East from the Northwest Corner of said Section 16; and running thence along the back edge of a concrete wall the following six courses: North 2°30'35" West 100.19 feet; South 88°29'46" West 90.16 feet; North 57°16'42" West 0.76 feet; South 88°29'11" West 69.17 feet; North 1°53'00" West 81.14 feet; and North 88°20'37" East 82.17 feet to a point on the East Line of the High Country Glass property being 180.99 feet South 1°28'50" East along said East Line from the Northwest Corner of said High Country Glass Property.

Tax ID #'s

13-009-0002

0006

0008

0001

0023

0007

13-011-0003

13-011-0045

EXHIBIT "A"
to Boundary Line Agreement
[Kohler]

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PARCEL 1 (EAST PARCEL): Tax ID # 13-011-0003
0045

A part of the Northwest quarter of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, in the City of Lehi, Utah County, Utah:

Beginning at a point on the South line of State Highway 73 (Main Street) being 1310.40 feet South 89°49'39" East along the Section line and 1368.19 feet South from the Northwest corner of said Section 16; and running thence North 88°16'28" East 163.74 feet along said South line of State Highway to the West line of the Armory Property as it is monumented on the ground; thence South 2°51'00" East 164.70 feet along said West line to an existing rebar.; thence South 2°51'00" East 198.82 feet along said West line of the Armory Property as it is monumented on the ground to the North line; thence North 2°30'35" West 363.28 feet along the Westerly Edge of a concrete curb wall and said wall projected Northerly to the point of beginning.

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EXHIBIT "B"
to Boundary Line Agreement
[Haws]

The following described tract of land in Utah County, State of Utah, to-wit:

Commencing North 1°44' West 31.67 feet and North 88°06' East 145.03 feet from the Monument at the intersection of 2nd East and 1st South Streets, Lehi, Utah; thence North 1°41' West 122.00 feet; thence North 28°12' East 227.00 feet; thence South 1°41' East 22.00 feet; thence South 22°12' West 210.00 feet; thence South 1°41' East 100.00 feet; thence South 88°06' West 17.00 feet to the place of beginning.

Tax ID #13-009-0006

EXHIBIT "C"
to Boundary Line Agreement ENT 49497:2003 PG 10 of 12
[High Country Glass]

The following described tract of land in Utah County, State of Utah, to-wit:

Beginning 3.50 chains East of the Northeast corner of Block 29, Plat "A", Lehi City Survey of Building Lots; thence North 88° East 80 feet; thence South 1 3/4° East 2.75 chains; thence South 88° West 80 feet; thence North 1 1/4° West 2.75 chains to the place of beginning.

Subject to reservations, restrictions, easements, covenants and right of ways of record, visible by inspection, or otherwise.

Tax ID 13009-0002

EXHIBIT "D"
to Boundary Line Agreement
[Powell]

The following described tract of land in Utah County, State of Utah:

Commencing North 1 degree 44' West 31.67 feet and North 88 degrees 06' East 162.03 feet from the monument at the intersection of Second East and First South Street, Lehi, Utah, thence North 1 degree 41' West 100 feet; thence North 88 degrees 06' East 105 feet; thence South 1 degree 41' East 100 feet; thence South 88 degrees 06' West 105 feet to the point of beginning. Situated in the S.W. 1/4 of N.W. 1/4 of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian.

Tax ID 13-09-0007

EXHIBIT "E"
to Boundary Line Agreement ENT 49497:2003 PG 12 of 12
[Walton]

The following described tract of land in Utah County, State of Utah:

Commencing North 1 deg. 44' West 31.67 feet and North 88 deg. 06' East 267.03 feet from the Monument at the intersection of 200 East and 100 South Streets, Lehi, Utah; thence North 1 deg. 41' West 100 feet; thence North 88 deg. 06' East 105 feet; thence South 1 deg. 41' East 100 feet; thence South 88 deg. 06' West 106 feet to beginning.

Situated in the Southwest Quarter of the Northwest Quarter of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian.

Tax ID # 13-009-0008