

40
9
E



WHEN RECORDED MAIL TO:
Rocky Mountain Power
Attn: Lisa Louder/Clint Herrera
1407 W. North Temple, Suite 110
Salt Lake City, Utah 84116

ENT 50221:2022 PG 1 of 9
ANDREA ALLEN
UTAH COUNTY RECORDER
2022 Apr 22 1:59 pm FEE 40.00 BY IP
RECORDED FOR ROCKY MOUNTAIN POWER

WITH A COPY TO:

RMP Parcel UTUT-0165
RMP Tax ID 270370021
Presidio Tax ID 270370003

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT is made and entered into by and between Salisbury Land, LLC, whose address is 474 West 1300 North, Springville, Utah 84663 and PacifiCorp, an Oregon corporation doing business as Rocky Mountain Power, successor in interest to Utah Power & Light Company, a corporation (hereinafter referred to as "PacifiCorp") whose address is 1407 North West Temple, Suite 110, Salt Lake City, Utah 84140.

RECITALS:

A. Salisbury Land, LLC are the owners of a certain parcel of land located in Mapleton, Utah County, State of Utah, more particularly identified as Tax Parcel 27:037:0112. The legal description of the Salisbury Land, LLC Parcel is set forth in Exhibit A attached hereto and incorporated herein by this reference.

B. PacifiCorp are the owners of certain parcels of land located in Mapleton, Utah County, State of Utah, more particularly identified as Tax Parcel 27:037:0027 and 27:037:0103. The legal descriptions of the PacifiCorp Parcels are set forth in Exhibit B attached hereto and incorporated herein by this reference.

C. In conjunction with the preparation of this Agreement, and pursuant to Section 17-23-17 of the Utah Code, A survey (the "Survey") was prepared by Ryan W. Hall of LEI Engineering, and which Survey was filed with the Utah County Surveyor on March 02, 2017, as File No. 17-053.

D. Salisbury Land, LLC and PacifiCorp are entering into this Agreement to adjust the boundary line in accordance with the terms of this Agreement. The legal description of the adjusted and agreed upon boundary line (the "Adjusted Boundary Line") is set forth in Exhibit C attached hereto and incorporated by this reference. The legal description of the Salisbury Land, LLC Parcel after the Adjusted Boundary Line becomes effective is set forth in Exhibit D attached hereto and incorporated by this reference. The legal description of the PacifiCorp Parcels after the Adjusted Boundary Line becomes effective is set forth in Exhibit E attached hereto and incorporated by this reference. The adjusted Salisbury Land, LLC Parcel, and the adjusted PacifiCorp Parcels are sometimes referred to herein singularly as a "Parcel" and collectively as the "Parcels."

E. Prior to beginning any construction on parcel 27:037:0027, Salisbury Land, LLC shall provide a written set of construction design plans (the "Plans") to PacifiCorp for approval. Salisbury shall not commence construction until written approval of the Plans is given by PacifiCorp. Salisbury, its successors and assigns, will not use or permit to be used construction cranes or other equipment that violate OSHA and Utah High Voltage Act Safety Clearance Standards. Salisbury will not excavate within 50 feet of PacifiCorp's structures without the express written prior approval of PacifiCorp. All construction shall comply with OSHA and Utah High Voltage Act Safety Clearance Standards. As of 1/7/2022 the plans are approved, any changes will need to be resubmitted to RMP.

F. As of the date of this agreement, none of the Parcels are platted lots.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein the parties agree as follows:

1. The Adjusted Boundary Line between the Salisbury Land, LLC Property and the PacifiCorp Property is more particularly described and set forth in Exhibit C attached hereto and incorporated herein by this reference.

2. Pursuant to Section 57-1-45 and Section 10-9a-524 of the Utah Code, the Parties hereby covenant and agree that from and after the date of this Agreement the boundary line between the Salisbury Land, LLC Parcel and the PacifiCorp Parcels are adjusted to be the Adjusted Boundary Line. As the result of such adjustment to the Adjusted Boundary Line, the legal description of the Salisbury Land, LLC Parcel is hereby adjusted to be the legal description of the Adjusted Salisbury Land, LLC Parcel, and the legal description of the PacifiCorp Parcels are hereby adjusted to be the legal description of the Adjusted PacifiCorp Parcels. To conform the legal descriptions of the Salisbury Land, LLC Parcel and the PacifiCorp Parcels to the Adjusted Boundary Line, (a) Salisbury Land, LLC hereby quitclaims to PacifiCorp any and all of Salisbury Land LLC's right, title and interest in and to the Adjusted PacifiCorp Parcels, and (b) PacifiCorp hereby quitclaims to Salisbury Land, LLC any and all of PacifiCorp's right, title and interest in and to the Adjusted Salisbury Land, LLC Parcel.

3. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

F. This Agreement is effective on the later of the dates that each of the Parties signed this Agreement ("Execution Date").

IN WITNESS WHEREOF, this Boundary Line Agreement is executed to be effective as of the day and year first above written.

Salisbury Land, LLC

PacifiCorp
dba Rocky Mountain Power,
successor to Utah Power and Light

By: RLS. —

By: Roger B. Riegler

Name: RIK SALISBURY

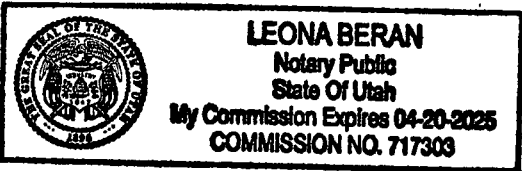
Name: ROGER B. RIEGLER

Title: OWNER

Title: DIR. REAL ESTATE

STATE OF UTAH)
)ss.
COUNTY OF UTAH)

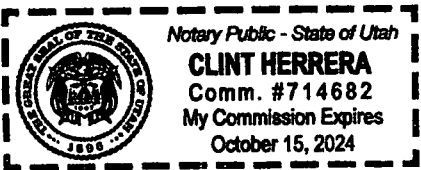
On this 9 day of March, 2022, personally appeared before me Rick Salisbury, personally known to me or proved to me on the basis of satisfactory evidence did say that he/she is the owner of Salisbury Land, LLC, and that said document was signed by him/her on behalf of said LLC by authority of its Bylaws, and said owner/manager acknowledged to me that said LLC executed the same.



Leona Beran
Notary Public
My commission expires: 04-20-2025

STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

On this 10th day of March, 2022, personally appeared before me Roger B. Rigby, personally known to me or proved to me on the basis of satisfactory evidence did say that he/she is the Dir. Real Estate of PacifiCorp, dba Rocky Mountain Power, successor in interest to Utah Power & Light Company, a corporation, and that said document was signed by him/her on behalf of said Corporation by authority of its Bylaws, or resolution of its Board of Directors, and said Corporate Governance acknowledged to me that said Corporation executed the same.



Clint Herrera
Notary Public
My commission expires: Oct. 15, 2024

EXHIBIT A**Parcel 27:037:0112 Salisbury Land, LLC**

A portion of Section 27, Township 8 South, Range 3 East, Salt Lake Base & Meridian, Mapleton, Utah, more particularly described as follows:

Beginning at a point on the west line of the Strawberry Canal Right-of-Way, said point being located $S0^{\circ}03'08''E$ along the section line 1366.58 feet and West 1294.75 feet from the Northeast Corner of Section 27, T8S, R3E, S.L.B.& M.; thence along said line the following nine (9) courses: $S17^{\circ}59'00''E$ 5.85 feet; thence $N89^{\circ}44'32''E$ 24.63 feet; thence $S17^{\circ}59'00''E$ 33.17 feet; thence along the arc of a 754.46 foot radius curve to the left 303.81 feet through a central angle of $23^{\circ}04'19''$ (chord: $S29^{\circ}31'09''E$ 301.76 feet); thence $S41^{\circ}10'57''E$ 321.59 feet; thence along the arc of a 113.13 foot radius curve to the right 124.24 feet through a central angle of $62^{\circ}55'26''$ (chord: $S9^{\circ}43'14''E$ 118.09 feet); thence $S21^{\circ}39'03''W$ 496.33 feet; thence along the arc of a 1462.32 foot radius curve to the left 206.74 feet through a central angle of $8^{\circ}06'02''$ (chord: $S17^{\circ}36'02''W$ 206.57 feet); thence $S13^{\circ}33'03''W$ 33.96 feet to the quarter section line; thence $S89^{\circ}24'59''W$ along said line 1519.25 feet to the Center Quarter Corner; thence $N0^{\circ}11'11''W$ along the quarter section line 55.25 feet; thence $S87^{\circ}18'35''W$ 864.43 feet to the easterly line of Highway 89; thence along said easterly line and the arc of a 5729.58 foot radius non-tangent curve (radius bears: $S71^{\circ}20'46''W$) to the left 151.61 feet through a central angle of $1^{\circ}30'58''$ (chord: $N19^{\circ}24'43''W$ 151.60 feet); thence $N87^{\circ}55'14''E$ 664.84 feet; thence $N0^{\circ}00'34''W$ 1079.85 feet; thence $N89^{\circ}29'56''E$ 245.72 feet to the quarter section line; thence $N0^{\circ}11'11''W$ along said line 85.76 feet; thence $N89^{\circ}21'40''E$ along the sixteenth line 1360.14 feet to the point of beginning.

(Deed Entry No. 86791:2021)

EXHIBIT B**Parcel 27:037:0027 PacifiCorp
(Utah Power and Light Company)**

Said tract of land situated in the NE 1/4 of the SW 1/4 of Section 27, Township 8 South, Range 3 East, Salt Lake Meridian, described as follows:

Beginning at the Northeast corner of the Grantors' land which is the center of Section 27, T. 8 S., R. 3 E., S.L.M., and running thence South 494.81 feet along the east boundary line of said Grantors' land, thence N. 71°57' W. 178.14 feet, thence S. 89°46' W. 635.63 feet to the east line of railroad right of way, thence N. 14°30' W. 447.09 feet along said east right of way line to the north boundary line of said Grantors' land, thence East 915.42 feet along said north boundary line to the point of beginning.

(Deed Entry No. 31671:1978)

**Parcel 27:037:0103 PacifiCorp
(Utah Power and Light Company)**

Beginning at the Southwest corner of the Grantors' land at a point 1346.77 feet N. 0°41' W. from the South one quarter corner of Section 27, T. 8 S., R. 3 E., S.L.M., thence North 1340 feet, more or less, thence East 4765 feet, more or less, thence S. 8°44' W. 380.4 feet, thence West 675 feet, more or less, thence N. 0°30' E. 14 feet, more or less, thence N. 88°30' W 85.21 feet to the Boundary Line Agreement described at Entry No. 37641:2015, thence along said Boundary Line Agreement the following three (3) courses: N0°10'07"E 18.07 feet, thence S89°49'10"W 1287.28 feet; thence S0°09'03"E 30.26 feet, thence West 1320.59 feet, more or less, thence South 975.69 feet, thence along a Boundary Line Agreement described at Entry No. 37641:2015 the following course: N89°30'16"W 1339.50 feet to the point of beginning and being in the N1/2 if the SE1/4 of said Section 27, the N1/2 of the SW1/4 of Section 26, Township and Range aforesaid.

(Deed Entry No. 663:1975, Deed Entry No. 37641:2015 -BLA)

EXHIBIT C

Adjusted Boundary Line

A portion of the Northeast Quarter and the Northwest Quarter of Section 27, Township 8 South, Range 3 East, Salt Lake Base & Meridian, Mapleton, Utah, more particularly described as follows:

Beginning at a point on the west line of the Strawberry Canal Right-of-Way, said point being located S0°03'08"E along the section line 2686.76 feet and West 1125.45 feet from the Northeast Corner of Section 27, T8S, R3E, S.L.B.& M.; thence S13°33'03"W along said line 16.94 feet; thence S89°28'20"W 1467.46 feet; thence along the arc of a non-tangent curve to the left 82.51 feet with a radius of 70.00 feet through a central angle of 67°31'59", chord: N58°55'26"W 77.81 feet; thence S87°18'35"W 294.54 feet; thence along the arc of a non-tangent curve to the right 81.23 feet with a radius of 300.00 feet through a central angle of 15°30'48", chord: S68°12'49"W 80.98 feet; thence S00°35'13"E 14.72 feet to the quarter section line; thence S89°24'47"W along said line 474.73 feet to a point of terminus from which the Northeast Corner of Section 27 bears N51°58'59"E 4448.90 feet.

EXHIBIT D

Adjusted Salisbury Land, LLC Parcel

A portion of Section 27, Township 8 South, Range 3 East, Salt Lake Base & Meridian, Mapleton, Utah, more particularly described as follows:

Beginning at a point on the west line of the Strawberry Canal Right-of-Way, said point being located $S0^{\circ}03'08''E$ along the section line 1366.58 feet and West 1294.75 feet from the Northeast Corner of Section 27, T8S, R3E, S.L.B.& M.; thence along said line the following nine(9) courses: $S17^{\circ}59'00''E$ 5.85 feet; thence $N89^{\circ}44'32''E$ 24.63 feet; thence $S17^{\circ}59'00''E$ 33.17 feet; thence along the arc of a curve to the left 303.81 feet with a radius of 754.46 feet through a central angle of $23^{\circ}04'19''$, chord: $S29^{\circ}31'09''E$ 301.76 feet; thence $S41^{\circ}10'57''E$ 321.59 feet; thence along the arc of a curve to the right 124.24 feet with a radius of 113.13 feet through a central angle of $62^{\circ}55'26''$, chord: $S9^{\circ}43'14''E$ 118.09 feet; thence $S21^{\circ}39'03''W$ 496.33 feet; thence along the arc of a curve to the left 206.74 feet with a radius of 1462.32 feet through a central angle of $8^{\circ}06'02''$, chord: $S17^{\circ}36'02''W$ 206.57 feet; thence $S13^{\circ}33'03''W$ 21.02 feet; thence $S89^{\circ}28'20''W$ 1467.46 feet; thence along the arc of a non-tangent curve to the left 82.51 feet with a radius of 70.00 feet through a central angle of $67^{\circ}31'59''$, chord: $N58^{\circ}55'26''W$ 77.81 feet; thence $S87^{\circ}18'35''W$ 294.54 feet; thence along the arc of a non-tangent curve to the right 81.23 feet with a radius of 300.00 feet through a central angle of $15^{\circ}30'48''$, chord: $S68^{\circ}12'49''W$ 80.98 feet; thence $S00^{\circ}35'13''E$ 14.72 feet to the quarter section line; thence $S89^{\circ}24'47''W$ along said line 474.73 feet to the easterly line of Highway 89; thence along said easterly line and the arc of a non-tangent curve to the left 176.33 feet with a radius of 5729.58 feet through a central angle of $1^{\circ}45'48''$, chord: $N19^{\circ}17'18''W$ 176.32 feet; thence $N87^{\circ}55'14''E$ 664.84 feet; thence $N0^{\circ}00'34''W$ 1079.85 feet; thence $N89^{\circ}29'56''E$ 245.72 feet to the quarter section line; thence $N0^{\circ}11'11''W$ along said line 85.76 feet; thence $N89^{\circ}21'40''E$ along the sixteenth line 1360.14 feet to the point of beginning.

EXHIBIT E**Adjusted PacifiCorp Parcel 27:037:0027**

A portion of Section 27, Township 8 South, Range 3 East, Salt Lake Base & Meridian, Mapleton, Utah, more particularly described as follows:

Beginning at the center of Section 27, Township 8 South, Range 3 East, Salt Lake Base & Meridian; thence South 494.81 feet; thence N71°57'00"W 178.14 feet; thence S89°46'00"W 635.63 feet; thence N14°30'00"W 447.05 feet to the quarter section line; thence N89°24'47"E along said line 535.86 feet; thence N00°35'13"W 14.72 feet; thence along the arc of a non-tangent curve to the left 81.23 feet with a radius of 300.00 feet through a central angle of 15°30'48", chord: N68°12'49"E 80.98 feet; thence N87°18'35"E 294.54 feet; thence along the arc of a curve to the right 11.69 feet with a radius of 70.00 feet through a central angle of 09°33'55", chord: S87°54'27"E 11.67 feet to the quarter section line; thence S00°11'11"E along said line 54.27 feet to the point of beginning.

Adjusted PacifiCorp Parcel 27:037:0103

A portion of Section 27, Township 8 South, Range 3 East, Salt Lake Base & Meridian, Mapleton, Utah, more particularly described as follows:

Beginning at a point located N0°11'11"W along the quarter section line 1346.58 and West 11.68 feet from the South Quarter Corner of Section 27, Township 8 South, Range 3 East, Salt Lake Base & Meridian; thence North 1350.34 feet; thence along the arc of a non-tangent curve to the right 78.12 feet with a radius of 70.00 feet through a central angle of 63°56'45", chord: S57°07'49"E 74.13 feet; thence N89°28'20"E 1467.46 feet; thence N13°33'03"E 16.94 feet; thence East 3231.36 feet; thence S08°44'00"W 380.40 feet; thence West 675.00 feet; thence N00°30'00"E 14.00 feet; thence N88°30'00"W 85.21 feet; thence N00°10'07"E 18.08 feet; thence S89°49'10"W 1287.28 feet; thence S00°09'03"E 30.26 feet; thence West 1320.59 feet; thence South 975.69 feet; thence N89°30'16"W 1339.50 feet; to the point of beginning.