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Andrea Allen

Utah County Recorder

2021 Nov 30 12:50 PM FEE 72.00 BY SW

RECORDED FOR Cottonwood Title Insurance Agency, Ir

ELECTRONICALLY RECORDED

WHEN RECORDED MAIL TO:

WHITE HORSE DEVELOPERS, LLC 520 SOUTH 850 EAST, STE A4 LEHI, UT 84043

MAIL TAX NOTICES TO:

BRADLEY K. BUCKWALTER C/O MARILYN BONHAM 893 WEST 1500 NORTH OREM, UT 84057

WILLIAM & MARCIA ROUNDY 817 EAST 700 SOUTH SALT LAKE CITY, UT 84102

MINDY SAGER 7500 NORTH 7230 WEST AMERICAN FORK, UT 84003

DARYL GREEN 1008 S. ALTAVILLE DRIVE SANDY, UT 84092

NBFF PROPERTY, LLC 7381 NORTH 6500 WEST AMERICAN FORK, UT 84003 LEFT TURN, LLC 520 SOUTH 850 EAST, STE A1 LEHI, UT 84043

LSL PROPERTY HOLDINGS, LLC 520 SOUTH 850 EAST, STE A4 LEHI, UT 84043

BOUNDARY LINE AGREEMENT

 $Tax\ Parcels:\ 13-040-0015,\ 13-040-0020,\ 13-040-0034,\ 13-040-0035,\ 13-040-0073,\ 13-069-0001,\ 13-069-0012,\ 13-040-0072,\ 13-072-0002,\ 13-040-0028,\ 13-072-0034,\ 13-040-0100,\ and\ 13-068-0028$



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BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT (this "Agreement") is entered into to be effective as of the 24th day of November, 2021, by and among BRADLEY K. BUCKWALTER ("Buckwalter"), and the following owners of property adjacent to his real property: WILLIAM M. ROUNDY OR MARCIA ROUNDY under Agreement with The Roundy Family Trust dated the 23rd day of June, 1981 and amended and restated the 5th day of February, 2016 ("Roundy"), MINDY B. SAGER also known as MINDY SAGER ("Sager"), DARYL GREEN ("Green"), NBFF PROPERTY, LLC ("NBFF"), LEFT TURN, LLC, a Utah limited liability company ("Left Turn"), and LSL PROPERTY HOLDINGS, LLC, a Utah limited liability company ("LSL"). Buckwalter. Roundy, Sager, Green, NBFF, Left Turn, and LSL are sometimes referred to herein singularly as a "Party" and collectively as the "Parties" with respect to the following:

- A. Buckwalter owns those certain parcels of real property (the "Buckwalter Property") located in American Fork City, Utah County, Utah, identified as Tax Parcel Nos. 13-040-0015, 13-040-0020, 13-040-0034, 13-040-0035, 13-040-0073, 13-069-0001 and 13-069-0012 and more particularly described in the attached Exhibit "A".
- Roundy owns that certain parcel of real property (the "Roundy Property") located in American Fork City, Utah County, Utah, identified as Tax Parcel No. 13-040-0072 and more particularly described in the attached Exhibit "B".
- C. Sager owns those certain parcels of real property (the "Sager Property") located in American Fork City, Utah County, Utah, identified as Tax Parcel No. 13-072-0002 and 13-040-0028 and more particularly described in the attached Exhibit "C".
- Green owns that certain parcel of real property (the "Green Property") located in American Fork City, Utah County, Utah, identified as Tax Parcel No. 13-072-0034 and more particularly described in the attached Exhibit "D".
- E. NBFF owns that certain parcel of real property (the "NBFF Property") located in American Fork City, Utah County, Utah, identified as Tax Parcel No. 13-040-0100 and more particularly described in the attached Exhibit "E".
- Left Turn owns that certain parcel of real property (the "Left Turn Property") located in American Fork City, Utah County, Utah, identified as a part of Tax Parcel No. 13-068-0028 and more particularly described in the attached Exhibit "F".
- G. LSL owns that certain parcel of real property (the "LSL Property") located in American Fork City, Utah County, Utah, identified as a part of Tax Parcel No. 13-068-0028 and more particularly described in the attached Exhibit "G".
- H. The Buckwalter Property is contiguous to all properties referenced herein under paragraphs B through G above. The Roundy, Sager, Green, NBFF, Left Turn, and LSL properties are sometimes referred to herein singularly as a "Adjacent Parcel" and collectively as the "Adjacent Parcels."

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- I. The Parties are entering into this Agreement to establish a common boundary line between the Buckwalter Property and the Adjacent Parcels in accordance with the terms of this Agreement along the boundary line that is described on Exhibit H attached to this Agreement (the "Boundary Line"). The locations of the Boundary Line are depicted on the "Drawing" attached to this Agreement as Exhibit I.
- J. In conjunction with the preparation of this Agreement, an ALTA/NSPS Land Title Survey (the "Survey") was prepared that shows the location of the Buckwalter Property and the Adjacent Parcels, which Survey was prepared by Patrick M. Harris of Ensign Engineering and Land Surveying, Inc., a Utah corporation, and which Survey was filed with the Utah County Surveyor on October 22, 2021 as File No. 21-387.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual covenants and promises hereinafter set forth, the Parties agree as follows:

- 1. <u>Accuracy of Recitals</u>. The recitals set forth above are true, correct and complete in all material respects.
- 2. <u>Boundary Lines.</u> Pursuant to Section 57-1-45 of the Utah Code, the Parties hereby covenant and agree that from and after the date of this Agreement the common boundary lines between the Buckwalter Property and the Adjacent Parcels shall be the respective portions of the Boundary Line lying adjacent to the Adjacent Parcels. Each Party hereto shall have the right to enjoy its respective land up to the Boundary Line.
- (a) To conform the legal descriptions of the Buckwalter Property and the Roundy Property to the Boundary Line, (i) Roundy hereby quitclaims to Buckwalter any and all of Roundy's right, title and interest in and to the real property lying south of and contiguous to the Boundary Line as further depicted on Exhibit I attached hereto; and (ii) as to parcel 13-040-0020, Buckwalter hereby quitclaims to Roundy, any and all of Buckwalter's right, title and interest in and to the real property lying north of and contiguous to the Boundary Line, as further depicted on Exhibit I attached hereto.
- (b) To conform the legal descriptions of the Buckwalter Property and the Roundy Property to the Boundary Line, (i) Roundy hereby quitclaims to Buckwalter any and all of Roundy's right, title and interest in and to the real property lying east of and contiguous to the Boundary Line as further depicted on Exhibit I attached hereto; and (ii) as to parcel 13-040-0034, Buckwalter hereby quitclaims to Roundy, any and all of Buckwalter's right, title and interest in and to the real property lying west of and contiguous to the Boundary Line, as further depicted on Exhibit I attached hereto
- (c) To conform the legal descriptions of the Buckwalter Property and the Sager Property to the Boundary Line, (i) as to Parcel 13-072-0002, Sager hereby quitclaims to Buckwalter any and all of Sager's right, title and interest in and to the real property lying east of and contiguous to the Boundary Line as further depicted on <u>Exhibit I</u> attached hereto; and (ii) Buckwalter hereby quitclaims to Sager, any and all of Buckwalter's right, title and interest in

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and to the real property lying west of and contiguous to the Boundary Line, as further depicted on Exhibit I attached hereto.

- (d) To conform the legal descriptions of the Buckwalter Property and the Sager Property to the Boundary Line, (i) Buckwalter hereby quitclaims to Sager any and all of Buckwalter's right, title and interest in and to the real property lying north of and contiguous to the Boundary Line as further depicted on Exhibit I attached hereto; and (ii) as to Parcel 13-040-0028, Sager hereby quitclaims to Buckwalter, any and all of Sager's right, title and interest in and to the real property lying south of and contiguous to the Boundary Line, as further depicted on Exhibit I attached hereto
- (e) To conform the legal descriptions of the Buckwalter Property and the Green Property to the Boundary Line, (i) Buckwalter hereby quitclaims to Green any and all of Buckwalter's right, title and interest in and to the real property lying south and/or west of and contiguous to the Boundary Line as further depicted on Exhibit I attached hereto; and (ii) Green hereby quitclaims to Buckwalter, any and all of Green's right, title and interest in and to the real property lying north and/or east of and contiguous to the Boundary Line, as further depicted on Exhibit I attached hereto.
- (f) To conform the legal descriptions of the Buckwalter Property and the NBFF Property to the Boundary Line, (i) NBFF hereby quitclaims to Buckwalter any and all of NBFF's right, title and interest in and to the real property lying south of and contiguous to the Boundary Line as further depicted on Exhibit I attached hereto; and (ii) Buckwalter hereby quitclaims to NBFF, any and all of Buckwalter's right, title and interest in and to the real property lying north of and contiguous to the Boundary Line, as further depicted on Exhibit I attached hereto.
- (g) To conform the legal descriptions of the Buckwalter Property and the Left Turn Property to the Boundary Line, (i) Buckwalter hereby quitclaims to Left Turn any and all of Buckwalter's right, title and interest in and to the real property lying south and/or east of and contiguous to the Boundary Line as further depicted on Exhibit I attached hereto; and (ii) Left Turn hereby quitclaims to Buckwalter, any and all of Left Turn's right, title and interest in and to the real property lying north and/or west of and contiguous to the Boundary Line, as further depicted on Exhibit I attached hereto.
- (h) To conform the legal descriptions of the Buckwalter Property and the LSL Property to the Boundary Line, (i) Buckwalter hereby quitclaims to LSL any and all of Buckwalter's right, title and interest in and to the real property lying east of and contiguous to the Boundary Line as further depicted on Exhibit I attached hereto; and (ii) LSL hereby quitclaims to Buckwalter, any and all of LSL's right, title and interest in and to the real property lying west of and contiguous to the Boundary Line, as further depicted on Exhibit I attached hereto.
- 3. <u>Resulting Descriptions</u>. Giving effect to this Agreement, the Parties hereby covenant and agree that from and after the date of this Agreement the resulting legal description for the Buckwalter Property will be that which is described in the attached <u>Exhibit J</u>, and the resulting legal descriptions of the Roundy, Sager, Green, NBFF, Left Turn and LSL properties will be those which are described in the attached <u>Exhibit K</u>, <u>Exhibit L</u>, <u>Exhibit M</u>, <u>Exhibit N</u>, <u>Exhibit O</u>, and <u>Exhibit P</u> respectively.

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- 4. <u>Integration; Modification</u>. This Agreement contains the entire agreement between the Parties with respect to the matters set forth herein. This Agreement may be modified or amended only with the unanimous written agreement of the Parties, their successors and assigns.
- 5. <u>Duration; Rights Run With the Land; Binding Effect.</u> This Agreement and the Boundary Lines established hereby shall be perpetual. Each of the agreements and rights contained in this Agreement shall (i) inure to the benefit of and be binding upon the Parties and their respective successors, successors-in-title, heirs and assigns as to their respective land, or any portion of their respective land, each of whom shall be an intended beneficiary (whether third party or otherwise) of the rights and agreements granted hereunder; (ii) shall run with the land; and (iii) shall remain in full force and effect and shall be unaffected by any change in the ownership of, or any encumbrance, lien, judgment, easement, lease or other right affecting, the subject land, or any portion of the subject land, or any change of use, demolition, reconstruction, expansion or other circumstances.
- 6. <u>Further Action</u>. The Parties shall execute and deliver all documents, provide all information, and take or forebear from taking all action as may be necessary or appropriate to achieve the purpose of this Agreement.
- 7. <u>Applicable Law.</u> This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.
- 8. <u>Interpretation</u>. The paragraph headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Agreement shall include the plural, and the use of the plural in this Agreement shall include the singular, where the context is otherwise appropriate.
- 9. <u>Severability</u>. In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant or other provisions herein contained. If such condition, covenant or other provisions shall be deemed invalid due to its scope or breadth, such condition, covenant or other provision shall be deemed valid to the extent of the scope and breadth permitted by law.
- 10. Attorneys' Fees. In the event it becomes necessary for either Party or its successors and assigns to employ the service of an attorney in order to enforce such Party's rights under this Agreement with respect to the other Party hereto or its successors and assigns, either with or without litigation, the non-prevailing Party in such controversy shall pay to the prevailing Party reasonable attorneys' fees and, in addition, such costs and expenses as are incurred by the prevailing Party in enforcing such Party's rights under this Agreement.
- 11. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, by facsimile transmission, by email or otherwise, shall be deemed an original, but all of which shall together constitute one and the same instrument.

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

Bradley Kent Buckwalter

Bradley K. Buckwalter

11/24/2021

Date of Execution:

STATE OF UTAH

COUNTY OF SALT LAKE

On this 24th day of November, 2021, before me, personally appeared Bradley K. Buckwalter, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same. This act was performed via remote online audio-visual communication.



DARLA K. MILOVICH
NOTARY PUBLIC
STATE OF UTAH
Commission # 702456
My Comm Exp. Oct 18, 2022

Notarial act performed by audio-visual communication

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ADJACENT PROPERTY OWNERS

| June, 1981 and amended and restated the 5 th | NBFF, LLC, a Utah limited liability company |
|---|--|
| day of February, 2016 | |
| | Ву: |
| By: | Name: |
| By: William M. Roundy | Title: |
| Trustee | |
| | Date of Execution: |
| Date of Execution: | |
| By: | |
| By: Marcia M. Roundy | |
| Trustee | |
| Date of Execution: | |
| | Left Turn, LLC, a Utah limited liability company |
| Mindy Sager | |
| | By: |
| | Scott Smithson |
| Mindy B. Sager | Manager |
| Date of Execution: | Date of Execution: |
| | LSL Property Holdings, LLC, a Utah limited |
| | liability company |
| Daryl Green | By: The JMH Inheritor's Trust |
| | Its: Manager |
| Date of Execution: | |
| | By: |
| | Jacob M. Horan |
| | Trustee |
| | Date of Execution |
| | |



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STATE OF UTAH

COUNTY OF UTAH

On this 10th day of October, 2021, before me, personally appeared William M. Roundy, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same as Trustee on behalf of The Roundy Family Trust dated the 23rd day of June, 1981 and amended and restated the 5th day of February, 2016.

Notary Public

STATE OF UTAH

COUNTY OF UTAH

On this 10th day of October, 2021, before me, personally appeared Marcia M. Roundy, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same as Trustee on behalf of The Roundy Family Trust dated the 23rd day of June, 1981 and amended and restated the 5th day of February. 2016.

Notary Public

STATE OF UTAH

COUNTY OF UTAH

On this 15th day of October, 2021, before me, personally appeared Mindy Sager, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same.

Notary Public



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STATE OF UTAH

COUNTY OF UTAH

On this 15th day of October, 2021, before me, personally appeared Mindy B. Sager, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same.

Notary Public

STATE OF UTAH

COUNTY OF UTAH

On this 13th day of October, 2021, before me, personally appeared Darryl Green, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same.

Notary Public

STATE OF UTAH

COUNTY OF UTAH

On this 18th day of October, 2021, before me, personally appeared Bruce Frandsen who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same on behalf of NBFF Property, LLC, a Utah limited liability company in his/her capacity as Manager.

Notary Public



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STATE OF UTAH

COUNTY OF UTAH

On this 19th day of October, 2021, before me, personally appeared Scott Smithson, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same on behalf of Left Turn, LLC, a Utah limited liability company in his capacity as Manager.

| Notary Public |
|---|
| |
| STATE OF UTAH |
| COUNTY OF UTAH |
| On this day of November, 2021, before me, personally appeared Jacob M. Horan, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same on behalf of the JMH Inheritor's |
| Trust, in his capacity as Trustee, which entity is named as Manager to LSL Property Holdings, LLC, a Utah limited liability company. |
| |
| Notary Public |



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EXHIBIT A TO BOUNDARY LINE AGREEMENT

LEGAL DESCRIPTION OF THE BUCKWALTER PROPERTY

Parcel 1:

Commencing 13.64 chains West and 6.12 chains North of the Southeast corner of the Southwest quarter of Section 22, Township 5 South, Range 1 East, Salt Lake Meridian and running West 4,90 chains; thence North 46°42' East 7.14 chains; thence South 5.80 chains to the point of beginning.

Parcel 2:

Commencing 13.64 chains West of the Southeast corner of the Southwest quarter of Section 22, Township 5 South, Range 1 East, Salt Lake Meridian and running North 6.22 chains; thence West 10 chains; thence South 6.12 chains; thence East 10 chains to the point of beginning.

Parcel 3:

Commencing 13.64 chains West from the Northeast corner of the Northwest quarter of Section 27, Township 5 South, Range 1 East, Salt Lake Meridian and running South 13.82 chains; thence West 20 chains; thence North 5 chains; thence East 10; thence North 8.82 chains; thence East 10 chains to the point of beginning.

Parcel 4:

Commencing 31 links East of the Northwest corner of Section 27, Township 5 South, Range 1 East, Salt Lake Meridian and running thence South 5.25 chains; thence East 5.43 chains; thence South 3.25 chains; thence East 10 chains; thence North 5 chains; thence West 10 chains; thence North 3.75 chains; thence West 5.43 chains to the point of beginning.

Parcel 5:

Commencing 6.70 chains East and 1.37 chains North of the Northwest corner of Section 27, Township 5 South, Range 1 East, Salt Lake Meridian and running East 10 chains; thence South 5 chains; thence West 10 chains; thence North 5 chains to the point of beginning

Parcel 6:

Commencing 31 links East of the Southwest corner of Section 22, Township 5 South, Range 1 East, Salt Lake Meridian and running North 3.95 chains; thence East 5.42 chains; thence South 3.95 chains; thence West 5.42 chains to the point of beginning.



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Parcel 7:

COM N 89 DEG 59' 22" E 1736.07 FT & S 1914.78 FT FR W 1/4 COR. SEC. 22, T5S, R1E, SLB&M.; S 1 DEG 14' 3" W 63.66 FT; S 46 DEG 42' 0" W 416.57 FT; W 331.99 FT; N 6.19 FT; S 88 DEG 32' 33" E 205.57 FT; N 82 DEG 59' 11" E 119.78 FT; N 43 DEG 5' 3" E 456.97 FT TO BEG. AREA 0.343 AC

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EXHIBIT B TO BOUNDARY LINE AGREEMENT

LEGAL DESCRIPTION OF THE ROUNDY PROPERTY

Commencing East 6.7 chains and North 1.47 chains from the Southwest corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base & Meridian and running thence East 10 Chains; thence North 320.19 feet; thence North 88°30'36" West 40.11 feet; thence North 00°54'06" East 998.90 feet; thence West 635.62 Feet; thence South 20 chains to the point of beginning.



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EXHIBIT C BOUNDARY LINE AGREEMENT

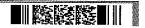
LEGAL DESCRIPTION OF THE SAGER PROPERTY

Parcel 1:

Commencing at a point which is South 264.56 feet and West 33.17 feet from the Northeast corner of Section 28, Township 5 South, Range 1 East, Salt Lake Base & Meridian and running thence North 01°00'41" East 1070.07 feet; thence North 89°47'57" East 142.75 feet; thence South 0°03'39" East 462.26 feet; thence South 88°55'44" East 207.38 feet; thence South 01°22'07" West 610.73 feet; thence North 88°58'08" West 354.94 feet to the point of beginning.

Parcel 2:

Commencing at a point which is North 340.28 feet from the Southwest Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base & Meridian and running thence North 266.92 feet, thence East 422.2 feet; thence South 303.60 feet; thence West 406.76 feet; thence North 01°22'07" East 36.01 feet; thence North 88°55'44" West 36.31 feet to the point of beginning.



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EXHIBIT D TO BOUNDARY LINE AGREEMENT

LEGAL DESCRIPTION OF THE GREEN PROPERTY

Beginning as a point on a fence corner which is located North 89°49'04" East 382.05 feet along the section line and South 279.87 feet from the Southeast corner of Section 21, Township 5 South, Range 1 East, Salt Lake Base & Meridian and running thence South 00°40'47" West 2642.03 feet along an old wire fence line; thence West 350.69 feet; thence North 121.37 feet; thence North 75°17'56" West 385.31 feet; thence North 77°28'29" West 461.76 feet; thence North 53°40'27" West 111.26 feet; thence North 60°48'13" West 51.29 feet; thence North 779.11 feet; thence East 20.31 feet; thence North 00°40'37" East 1475.12. feet; thence South 89°00'35" East 19.28 feet; thence North 01°10'59" East 1222.11 feet; thence South 89°08'32" East 545.23 feet along a fence line as called for in that certain Boundary Line Agreement recorded on September 12, 1983 as Entry No. 27600; thence South 00°47'41" West 77.21 feet; thence South 87°00'29" East 18.78 feet; thence South 01°10'57" West 73.70 feet; thence South 01°00'41" West 1070.07 feet along a fence line to a fence corner; thence South 88°58'08" East 354.94 feet along a fence line as called for in that certain Boundary Line Agreement recorded on July 29, 1974 as Entry 13635, thence along an old fence line South 88°19'01" East 122.29 feet; thence South 89°00'35" East 238.13 feet along a fence line to the point of beginning.

Basis of bearing is South 63°05'35" West from the Northeast corner of Section 21 to the West quarter corner of Section 21.



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EXHIBIT E TO **BOUNDARY LINE AGREEMENT**

LEGAL DESCRIPTION OF THE NBFF PROPERTY

Commencing at a point South 4751.58 feet and East 1091.24 feet from the Northwest corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base & Meridian and running thence East 485.71 feet; thence South 43°05'03" West 236.17 feet; thence South 82°59'11" West 119.78 feet; thence North 88°32'33" West 206.57 feet; thence North 181.88 feet to the point of beginning.

ALSO:

Commencing at a point South 2256.46 feet and East 1059.45 feet from the West quarter corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base & Meridian and running thence North 00°54'06" East 181.23 feet; thence East 37.24 feet; thence South 182.25 feet; thence North 88°30'36" West 40.11 feet to the point of beginning.

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EXHIBIT F TO BOUNDARY LINE AGREEMENT

LEGAL DESCRIPTION OF THE LEFT TURN PROPERTY

COM S 0 DEG 0' 58" W 91.65 FT & N 89 DEG 59' 2" W 929.14 FT FR N 1/4 COR. SEC. 27, T5S, R1E, SLB&M.; S 89 DEG 36' 44" E 145.17 FT; ALONG A CURVE TO R (CHORD BEARS: S 14 DEG 32' 58" W 46 FT, RADIUS = 637.04 FT); ALONG A CURVE TO R (CHORD BEARS: S 20 DEG 9' 20" W 64.29 FT, RADIUS = 607.9 FT); N 65 DEG 7' 2" W 91.68 FT; S 65 DEG 6' 42" E .74 FT; S 0 DEG 0' 59" W 330.52 FT; S 0 DEG 0' 58" W 154.37 FT; S 79 DEG 23' 57" E .64 FT; S 0 DEG 0' 58" W 68.38 FT; ALONG A CURVE TO L (CHORD BEARS: S 17 DEG 25' 27" E 87.02 FT, RADIUS = 513 FT); S 22 DEG 17' 22" E 183.32 FT; ALONG A CURVE TO R (CHORD BEARS: S 11 DEG 12' 9" E 139.99 FT, RADIUS = 364 FT); S 0 DEG 6' 55" E 596.44 FT; N 89 DEG 14' 2" W 181.23 FT; S 0 DEG 33' 58" W 930.33 FT; S 27 DEG 35' 31" W 98.78 FT; ALONG A CURVE TO R (CHORD BEARS: N 57 DEG 6' 32" W 46.08 FT, RADIUS = 649.55 FT); N 55 DEG 9' 46" W 355.02 FT; ALONG A CURVE TO R (CHORD BEARS: N 29 DEG 35' 40" W 529.15 FT, RADIUS = 613.01 FT); N 4 DEG 1' 34" W 100.53 FT; ALONG A CURVE TO L (CHORD BEARS: N 37 DEG 44' 30" W 1095.75 FT, RADIUS = 987.02 FT); N 1 DEG 10' 58" E 191.7 FT; S 89 DEG 41' 0" E 1334.3 FT; N 1 DEG 2' 0" E 784.1 FT TO BEG. AREA 35.170 AC.

LESS AND EXCEPTING THEREFROM any portion lying within the bounds of the following:

BEGINNING AT A POINT LOCATED SOUTH 197.38 FEET AND WEST 817.04 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 65°08'00" WEST 124.96 FEET; THENCE NORTH 01°02'00" EAST 53.18 FEET; THENCE NORTH 89°57'21" WEST 3.43 FEET; THENCE NORTH 01°03'29" EAST 65.35 FEET; THENCE SOUTH 65°08'00" EAST 150.73 FEET; THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 20.64 FEET (CURVE HAVING A CENTRAL ANGLE OF 78°49'50" AND LONG CHORD BEARS \$25°43'05"E 19.05 FEET); THENCE ALONG THE ARC OF 564.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 95.59 FEET (CURVE HAVING A CENTRAL ANGLE OF 09°42'39" AND LONG CHORD BEARS \$18°33'09"W 95.48 FEET) TO THE POINT OF BEGINNING.

BASIS OF BEARING IS NORTH 89°52'20" EAST ALONG SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE AND MERIDIAN, TO THE SOUTHEAST CORNER OF SAID SECTION 22. (NAD 83)

ALSO LESS AND EXCEPTING THEREFROM any portion lying within the bounds of AF CROSSINGS PLAT "C", according to the official plat thereof on file and of record in the Utah County Recorder's Office.



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EXHIBIT G TO BOUNDARY LINE AGREEMENT

LEGAL DESCRIPTION OF THE LSL PROPERTY

BEGINNING AT A POINT LOCATED SOUTH 197.38 FEET AND WEST 817.04 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 65°08'00" WEST 124.96 FEET; THENCE NORTH 01°02'00" EAST 53.18 FEET; THENCE NORTH 89°57'21" WEST 3.43 FEET; THENCE NORTH 01°03'29" EAST 65.35 FEET; THENCE SOUTH 65°08'00" EAST 150.73 FEET; THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 20.64 FEET (CURVE HAVING A CENTRAL ANGLE OF 78°49'50" AND LONG CHORD BEARS \$25°43'05"E 19.05 FEET); THENCE ALONG THE ARC OF 564.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 95.59 FEET (CURVE HAVING A CENTRAL ANGLE OF 09°42'39" AND LONG CHORD BEARS \$18°33'09"W 95.48 FEET) TO THE POINT OF BEGINNING.

BASIS OF BEARING IS NORTH 89°52'20" EAST ALONG SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE AND MERIDIAN, TO THE SOUTHEAST CORNER OF SAID SECTION 22. (NAD 83)

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EXHIBIT H TO BOUNDARY LINE AGREEMENT

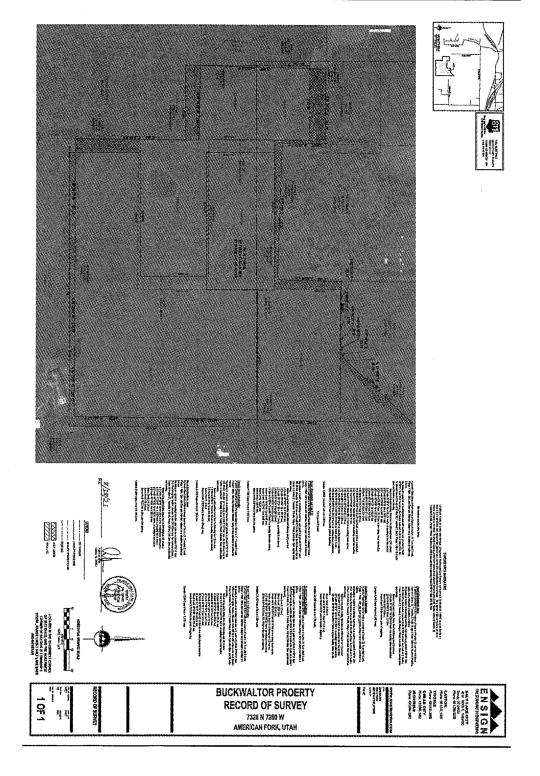
LEGAL DESCRIPTION OF THE BOUNDARY LINE

A parcel of land situate in the Southwest Quarter of Section 22 and the Northwest quarter of Section 27, Township 5 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on an existing fence line intersection, said point being North 89°50'11" East 36.27 feet along the Section Line and North 338.21 feet from the Southwest Quarter Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian and running; thence along said existing fence line the following twenty (20) courses (1) South 89°36'37" East 361.24 feet to an existing fence intersection; (2) South 00°48'29" West 209.03 feet; (3) South 88°04'59" East 657.35 feet; (4) North 01°40'09" East 311.21 feet to an existing fence intersection; (5) South 88°56'09" East 223.32 feet; (6) South 89°57'23" East 38.93 feet; (7) North 86°26'20" East 31.24 feet; (8) North 81°41'50" East 47.12 feet; (9) North 77°48'48" East 25.53 feet; (10) North 45°30'27" East 36.56 feet; (11) North 43°01'00" East 423.81 feet to an existing fence intersection; (12) South 01°02'03" West 843.62 feet to an existing fence intersection; (13) South 01°01'26" West 534.91 feet; (14) South 01°01'26" West 265.61 feet to an existing fence corner; (15) North 89°23'29" West 312.77 feet; (16) North 89°54'00" West 332.29 feet; (17) North 89°56'27" West 691.26 feet to an existing fence intersection; (18) North 00°40'47" East 599.26 feet to an existing fence corner; (19) North 89°00'35" West 360.42 feet to an existing fence intersection; (20) North 01°22'07" East 610.92 feet to the point of beginning.



EXHIBIT I TO **BOUNDARY LINE AGREEMENT** DRAWING DEPICTING THE APPROXIMATE LOCATIONS OF THE BOUNDARY LINES BETWEEN THE BUCKWALTER PROPERTY AND THE ADJACENT PARCELS





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EXHIBIT J TO **BOUNDARY LINE AGREEMENT**

LEGAL DESCRIPTION OF THE BUCKWALTER PARCEL AFTER ADJUSTMENT

A parcel of land situate in the Southwest Quarter of Section 22 and the Northwest Quarter of Section 27, Township 5 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on an existing fence line intersection, said point being North 89°50'11" East 36.27 feet along the Section Line and North 338.21 feet from the Southwest Quarter Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian and running; thence along said existing fence line the following twenty (20) courses (1) South 89°36'37" East 361.24 feet to an existing fence intersection; (2) South 00°48'29" West 209.03 feet; (3) South 88°04'59" East 657.35 feet; (4) North 01°40'09" East 311.21 feet to an existing fence intersection; (5) South 88°56'09" East 223.32 feet; (6) South 89°57'23" East 38.93 feet; (7) North 86°26'20" East 31.24 feet; (8) North 81°41'50" East 47.12 feet; (9) North 77°48'48" East 25.53 feet; (10) North 45°30'27" East 36.56 feet; (11) North 43°01'00" East 423.81 feet to an existing fence intersection; (12) South 01°02'03" West 843.62 feet to an existing fence intersection; (13) South 01°01'26" West 534.91 feet; (14) South 01°01'26" West 265.61 feet to an existing fence corner; (15) North 89°23'29" West 312.77 feet; (16) North 89°54'00" West 332.29 feet; (17) North 89°56'27" West 691.26 feet to an existing fence intersection; (18) North 00°40'47" East 599.26 feet to an existing fence corner; (19) North 89°00'35" West 360.42 feet to an existing fence intersection; (20) North 01°22'07" East 610.92 feet to the point of beginning.



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EXHIBIT K TO BOUNDARY LINE AGREEMENT

LEGAL DESCRIPTION OF THE ROUNDY PARCEL AFTER ADJUSTMENT

A parcel of land situate in the Southwest Quarter of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on an existing barbed wire fence, said point being North 00°03'25" East 1,429.08 feet along the West Section line and South 89°56'35" East 417.90 feet from the Southwest Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian, and running;

thence North 89°41'39" East 658.73 feet along an existing barbed wire fence; thence South 01°04'41" West 860.79 feet along an existing barbed wire fence; thence South 00°27'38" West 155.61 feet along an existing barbed wire fence; thence South 01°40'09" West 311.21 feet along an existing barbed wire fence; thence North 88°04'59" West 657.35 feet along an existing barbed wire fence; thence North 00°48'29" East 209.03 feet along an existing barb wire fence thence North 1°08'38" East 1093.02 feet along an existing barbed wire fence to the point of beginning.

Contains 866,870 square feet or 19.900 acres.



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EXHIBIT L TO BOUNDARY LINE AGREEMENT

LEGAL DESCRIPTION OF THE SAGER PARCEL AFTER ADJUSTMENT

Parcel 1:

A parcel of land situate in the Southwest Quarter of Section 22 and the Southeast Quarter of Section 21, Township 5 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on an existing fence line, said point being North 89°50'11" East 21.71 feet along the Section Line and South 271.02 feet from the Southwest Quarter Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian and running; thence North 88°58'07" West 354.94 feet; thence North 01°00'41" East 1,070.06 feet; thence North 89°47'48" East 142.75 feet; thence South 00°03'39" East 462.36 feet; thence South 88°55'37" East 171.07 feet; thence South 88°56'18" East 36.31 feet to the extension of an existing fence; thence South 01°22'07" West 610.73 feet to the point of beginning.

Parcel 2:

A parcel of land situate in the Southwest Quarter of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point North 0°03'25" East 340.27 feet along the Section Line and North 88°55'35" West 0.34 feet from the Southwest Quarter Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian and running; thence North 266.92 feet; thence East 442.20 feet; thence South 303.60 feet; thence West 45.15 feet to an existing fence; thence along said existing fence the following two (2) courses: (1) North 00°48'29" East 32.26 feet to a fence intersection; (2) North 89°36'37" West 361.24 feet to a fence corner; thence North 01°18'06" East 1.28 feet; thence North 88°55'35" West 36.31 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM any portion lying within the bounds of the following:

A parcel of land situate in the Southwest Quarter of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on an existing barbed wire fence, said point being North 00°03'25" East 1,429.08 feet along the West Section line and South 89°56'35" East 417.90 feet from the Southwest Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian, and running;

thence North 89°41'39" East 658.73 feet along an existing barbed wire fence; thence South 01°04'41" West 860.79 feet along an existing barbed wire fence; thence South 00°27'38" West 155.61 feet along an existing barbed wire fence; thence South 01°40'09" West 311.21 feet along an existing barbed wire fence;



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thence North 88°04'59" West 657.35 feet along an existing barbed wire fence; thence North 00°48'29" East 209.03 feet along an existing barb wire fence thence North 1°08'38" East 1093.02 feet along an existing barbed wire fence to the point of beginning.

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EXHIBIT M TO BOUNDARY LINE AGREEMENT

LEGAL DESCRIPTION OF THE GREEN PARCEL AFTER ADJUSTMENT

A parcel of land situate in the Northwest Quarter of Section 27, the Northeast Quarter of Section 28, and the Southeast Quarter of Section 21, Township 5 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point at an existing fence corner, said point being North 89°50'11" East 382.05 feet along the Section Line and South 279.75 feet from the Northwest Quarter Corner of Section 27, Township 5 South, Range 1 East, Salt Lake Base and Meridian and running; thence South 00°40'47" West 2,642.03 feet along said existing fence line; thence West 350.69 feet; thence North 121.37 feet; thence North 75°17'56" West 385.31 feet; thence North 77°28'29" West 461.76 feet; thence North 53°40'27" West 111.26 feet; thence North 60°48'13" West 51.29 feet; thence North 779.11 feet; thence East 20.31 feet; thence North 00°40'37" East 1,475.12 feet; thence South 89°00'35" East 19.28 feet; thence North 01°10'59" East 1,222.11 feet; thence South 89°08'32" East 545.23 feet; thence South 00°47'41" West 77.21 feet; thence South 87°00'29" East 18.78 feet; thence South 01°10'57" West 73.70 feet; thence South 01°00'41" West 1,070.06 feet; thence South 88°58'04" East 354.94 feet to an existing fence line; thence along said existing fence line the following two (2) courses: (1) South 01°13'52" West 1.47 feet to an existing fence corner; (2) South 89°00'35" East 360.42 feet to the point of beginning.



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EXHIBIT N TO **BOUNDARY LINE AGREEMENT**

LEGAL DESCRIPTION OF THE NBFF PARCEL AFTER ADJUSTMENT

Commencing at a point South 4751.58 feet and East 1091.24 feet from the Northwest corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base & Meridian and running thence East 485.71 feet; thence South 43°05'03" West 236.17 feet; thence South 82°59'11" West 119.78 feet; thence North 88°32'33" West 206.57 feet; thence North 181.88 feet to the point of beginning.

ALSO:

Commencing at a point South 2256.46 feet and East 1059.45 feet from the West quarter corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base & Meridian and running thence North 00°54'06" East 181.23 feet; thence East 37.24 feet; thence South 182.25 feet; thence North 88°30'36" West 40.11 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM a parcel of land situate in the Southwest Quarter of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on an existing fence line, said point being North 89°50'11" East 1060.48 feet along the Section Line and North 408.54 feet from the Southwest Quarter Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian and running; thence along said existing fence the following nine (9) courses: (1) North 01°40'09" East 4.43 feet to an existing fence intersection; (2) South 88°56'09" East 223.32 feet; (3) South 89°57'23" East 38.93 feet; (4) North 86°26'20" East 31.24 feet; (5) North 81°41'50" East 47.12 feet; (6) North 77°48'48" East 25.53 feet; (7) North 45°30'27" East 36.56 feet; (8) North 43°01'00" East 423.81 feet to an existing fence intersection; (9) South 01°15'15" West 62.25 feet; thence South 46°42'00" West 419,40 feet; thence West 373.72 feet to the point of beginning.



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EXHIBIT O TO **BOUNDARY LINE AGREEMENT**

LEGAL DESCRIPTION OF THE LEFT TURN PARCEL AFTER ADJUSTMENT

COM S 0 DEG 0' 58" W 91.65 FT & N 89 DEG 59' 2" W 929.14 FT FR N 1/4 COR. SEC. 27, T5S, R1E. SLB&M.; S 89 DEG 36' 44" E 145.17 FT; ALONG A CURVE TO R (CHORD BEARS: S 14 DEG 32' 58" W 46 FT, RADIUS = 637.04 FT); ALONG A CURVE TO R (CHORD BEARS: S 20 DEG 9' 20" W 64.29 FT, RADIUS = 607.9 FT); N 65 DEG 7' 2" W 91.68 FT; S 65 DEG 6' 42" E .74 FT; S 0 DEG 0' 59" W 330.52 FT; S 0 DEG 0' 58" W 154.37 FT; S 79 DEG 23' 57" E .64 FT; S 0 DEG 0' 58" W 68.38 FT; ALONG A CURVE TO L (CHORD BEARS: S 17 DEG 25' 27" E 87.02 FT, RADIUS = 513 FT); S 22 DEG 17' 22" E 183.32 FT; ALONG A CURVE TO R (CHORD BEARS: S 11 DEG 12' 9" E 139.99 FT, RADIUS = 364 FT); S 0 DEG 6' 55" E 596.44 FT; N 89 DEG 14' 2" W 181.23 FT; S 0 DEG 33' 58" W 930.33 FT; S 27 DEG 35' 31" W 98.78 FT; ALONG A CURVE TO R (CHORD BEARS: N 57 DEG 6' 32" W 46.08 FT, RADIUS = 649.55 FT); N 55 DEG 9' 46" W 355.02 FT; ALONG A CURVE TO R (CHORD BEARS: N 29 DEG 35' 40" W 529.15 FT, RADIUS = 613.01 FT); N 4 DEG 1' 34" W 100.53 FT; ALONG A CURVE TO L (CHORD BEARS: N 37 DEG 44' 30" W 1095.75 FT, RADIUS = 987.02 FT); N 1 DEG 10' 58" E 191.7 FT; S 89 DEG 41' 0" E 1334.3 FT; N 1 DEG 2' 0" E 784.1 FT TO BEG. AREA 35.170 AC.

TOGETHER WITH:

A parcel of land situate in the Northwest Quarter of Section 27, Township 5 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on an existing fence line, said point being North 89°50'11" East 440.98 feet along the Section Line and South 879.21 feet from the Northwest Quarter Corner of Section 27, Township 5 South, Range 1 East, Salt Lake Base and Meridian and running:

thence along said existing fence line the following six (5) courses:

- (1) South 89°56'27" East 625.22 feet;
- (2) South 89°54'00" East 332.29 feet;
- (3) South 89°23'29" East 312.77 feet to an existing fence corner;
- (4) North 01°01'26" East 265.61 feet;
- (5) North 01°01'26" East 481.06 feet to the south line of the LSL Property;

thence South 65°08'00" East 40.11 feet;

thence South 751.72 feet;

thence West 1,320.00 feet:

thence North 26.59 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM any portion lying within the bounds of the following:

A parcel of land situate in the Northwest Quarter of Section 27, Township 5 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being South 197.39 feet and West 817.05 feet from the South Quarter Corner of Section 22, Township 5 South, Range 1 East Salt Lake Base and Meridian, said South Quarter Corner being North 89°50′11" East 2657.85 feet from the Southwest Corner of said Section 22, and running;

thence North 65°08'00" West 128.07 feet to and existing fence line;

thence North 1°01'26" East 116.97 feet (North 1°02'03" East, Plat) along said fence line;



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thence South 65°08'00" East 150.123 feet;

thence Southeasterly 20.64 feet along the arc of a 15.00 foot radius curve to the right(center bears South 24°52′00″ West and the long chord bears South 25°43′05″ East 19.05 feet with a central angle of 78°49′50″);

thence Southwesterly 95.59 feet along the arc of a 564.00 foot radius curve to the right(center bears North 76° 18′10″ West and the long chord bears South 18°33′09″ West 95.48 feet with a central angle of 9°42′39″).

ALSO LESS AND EXCEPTING THEREFROM any portion lying within the bounds of AF CROSSINGS PLAT "C", according to the official plat thereof on file and of record in the Utah County Recorder's Office

ALSO LESS AND EXCEPTING THEREFROM any portion lying within the bounds of the following:

A parcel of land situate in the Southwest Quarter of Section 22 and the Northwest Quarter of Section 27, Township 5 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on an existing fence line intersection, said point being North 89°50'11" East 36.27 feet along the Section Line and North 338.21 feet from the Southwest Quarter Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian and running; thence along said existing fence line the following twenty (20) courses (1) South 89°36'37" East 361.24 feet to an existing fence intersection; (2) South 00°48'29" West 209.03 feet; (3) South 88°04'59" East 657.35 feet; (4) North 01°40'09" East 311.21 feet to an existing fence intersection; (5) South 88°56'09" East 223.32 feet; (6) South 89°57'23" East 38.93 feet; (7) North 86°26'20" East 31.24 feet; (8) North 81°41'50" East 47.12 feet; (9) North 77°48'48" East 25.53 feet; (10) North 45°30'27" East 36.56 feet; (11) North 43°01'00" East 423.81 feet to an existing fence intersection; (12) South 01°02'03" West 843.62 feet to an existing fence intersection; (13) South 01°01'26" West 534.91 feet; (14) South 01°01'26" West 265.61 feet to an existing fence corner; (15) North 89°23'29" West 312.77 feet; (16) North 89°54'00" West 332.29 feet; (17) North 89°56'27" West 691.26 feet to an existing fence intersection; (18) North 00°40'47" East 599.26 feet to an existing fence corner; (19) North 89°00'35" West 360.42 feet to an existing fence intersection; (20) North 01°22'07" East 610.92 feet to the point of beginning.



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EXHIBIT P TO BOUNDARY LINE AGREEMENT

LEGAL DESCRIPTION OF THE LSL PARCEL AFTER ADJUSTMENT

A parcel of land situate in the Northwest Quarter of Section 27, Township 5 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being South 197.39 feet and West 817.05 feet from the South Quarter Corner of Section 22, Township 5 South, Range 1 East Salt Lake Base and Meridian, said South Quarter Corner being North 89°50′11″ East 2657.85 feet from the Southwest Corner of said Section 22, and running;

thence North 65°08'00" West 128.07 feet to and existing fence line;

thence North 1°01′26″ East 116.97 feet (North 1°02′03″ East, Plat) along said fence line; thence South 65°08′00″ East 150.123 feet;

thence Southeasterly 20.64 feet along the arc of a 15.00 foot radius curve to the right(center bears South 24°52′00″ West and the long chord bears South 25°43′05″ East 19.05 feet with a central angle of 78°49′50″);

thence Southwesterly 95.59 feet along the arc of a 564.00 foot radius curve to the right(center bears North 76° 18′10″ West and the long chord bears South 18°33′09″ West 95.48 feet with a central angle of 9°42′39″).



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BLA - Buckwalter clean v1.3 - 11.23.2021.pdf

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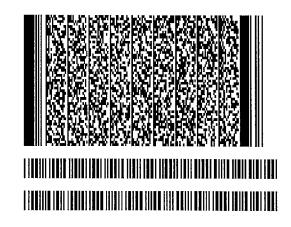
E-Signature 1: Bradley Kent Buckwalter (BKB)

November 24, 2021 05:55:04 -8:00 [72B1EA1A4524] [121.160.233.21] brad.buckwalter@gmail.com (Principal) (ID Verified)

E-Signature Notary: Darla K Milovich (DKM)

November 24, 2021 05:55:04 -8:00 [D7B3AFF00782] [69.27.10.6] darla@cottonwoodtitle.com

I, Darla K Milovich, did witness the participants named above electronically sign this document.



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All visible electronic signatures contained in this document are symbolic representations of the persons signature, and not intended to be an accurate depiction of the persons actual signature as defined by various Acts and/or Laws.



BOUNDARY LINE AGREEMENT

THIS BOUNDARY, LINE AGREEMENT (this "<u>Agreement</u>") is entered into to be effective as of the 30 day of November, 2021, by and among BRADLEY K. BUCKWALTER ("<u>Buckwalter</u>"), and the following owners of property adjacent to his real property: WILLIAM M. ROUNDY OR MARCIA ROUNDY under Agreement with The Roundy Family Trust dated the 23rd day of June, 1981 and amended and restated the 5th day of February, 2016 ("<u>Roundy</u>"), MINDY B. SAGER also known as MINDY SAGER ("<u>Sager</u>"), DARYL GREEN ("<u>Green</u>"), NBFF PROPERTY, LLC ("<u>NBFF</u>"), LEFT TURN, LLC, a Utah limited liability company ("<u>Left Turn</u>"), and LSL PROPERTY HOLDINGS, LLC, a Utah limited liability company ("<u>LSL</u>"). Buckwalter. Roundy, Sager, Green, NBFF, Left Turn, and LSL are sometimes referred to herein singularly as a "<u>Party</u>" and collectively as the "<u>Parties</u>" with respect to the following:

- A. Buckwalter owns those certain parcels of real property (the "Buckwalter Property") located in American Fork City, Utah County, Utah, identified as Tax Parcel Nos. 13-040-0015, 13-040-0020, 13-040-0034, 13-040-0035, 13-040-0073, 13-069-0001 and 13-069-0012 and more particularly described in the attached Exhibit "A".
- B. Roundy owns that certain parcel of real property (the "Roundy Property") located in American Fork City, Utah County, Utah, identified as Tax Parcel No. 13-040-0072 and more particularly described in the attached Exhibit "B".
- C. Sager owns those certain parcels of real property (the "<u>Sager Property</u>") located in American Fork City, Utah County, Utah, identified as Tax Parcel No. 13-072-0002 and 13-040-0028 and more particularly described in the attached Exhibit "C".
- D. Green owns that certain parcel of real property (the "<u>Green Property</u>") located in American Fork City, Utah County, Utah, identified as Tax Parcel No. 13-072-0034 and more particularly described in the attached Exhibit "D".
- E. NBFF owns that certain parcel of real property (the "<u>NBFF Property</u>") located in American Fork City, Utah County, Utah, identified as Tax Parcel No. 13-040-0100 and more particularly described in the attached Exhibit "E".
- F. Left Turn owns that certain parcel of real property (the "<u>Left Turn Property</u>") located in American Fork City, Utah County, Utah, identified as a part of Tax Parcel No. 13-068-0028 and more particularly described in the attached Exhibit "F".
- G. LSL owns that certain parcel of real property (the "LSL Property") located in American Fork City, Utah County, Utah, identified as a part of Tax Parcel No. 13-068-0028 and more particularly described in the attached Exhibit "G".
- H. The Buckwalter Property is contiguous to all properties referenced herein under paragraphs B through G above. The Roundy, Sager, Green, NBFF, Left Turn, and LSL properties are sometimes referred to herein singularly as a "Adjacent Parcel" and collectively as the "Adjacent Parcels."

- I. The Parties are entering into this Agreement to establish a common boundary line between the Buckwalter Property and the Adjacent Parcels in accordance with the terms of this Agreement along the boundary line that is described on Exhibit H attached to this Agreement (the "Boundary Line"). The locations of the Boundary Line are depicted on the "Drawing" attached to this Agreement as Exhibit I.
- J. In conjunction with the preparation of this Agreement, an ALTA/NSPS Land Title Survey (the "Survey") was prepared that shows the location of the Buckwalter Property and the Adjacent Parcels, which Survey was prepared by Patrick M. Harris of Ensign Engineering and Land Surveying, Inc., a Utah corporation, and which Survey was filed with the Utah County Surveyor on October 22, 2021 as File No. 21-387.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual covenants and promises hereinafter set forth, the Parties agree as follows:

- 1. <u>Accuracy of Recitals</u>. The recitals set forth above are true, correct and complete in all material respects.
- 2. <u>Boundary Lines</u>. Pursuant to Section 57-1-45 of the Utah Code, the Parties hereby covenant and agree that from and after the date of this Agreement the common boundary lines between the Buckwalter Property and the Adjacent Parcels shall be the respective portions of the Boundary Line lying adjacent to the Adjacent Parcels. Each Party hereto shall have the right to enjoy its respective land up to the Boundary Line.
- (a) To conform the legal descriptions of the Buckwalter Property and the Roundy Property to the Boundary Line, (i) Roundy hereby quitclaims to Buckwalter any and all of Roundy's right, title and interest in and to the real property lying south of and contiguous to the Boundary Line as further depicted on Exhibit I attached hereto; and (ii) as to parcel 13-040-0020, Buckwalter hereby quitclaims to Roundy, any and all of Buckwalter's right, title and interest in and to the real property lying north of and contiguous to the Boundary Line, as further depicted on Exhibit I attached hereto.
- (b) To conform the legal descriptions of the Buckwalter Property and the Roundy Property to the Boundary Line, (i) Roundy hereby quitclaims to Buckwalter any and all of Roundy's right, title and interest in and to the real property lying east of and contiguous to the Boundary Line as further depicted on Exhibit I attached hereto; and (ii) as to parcel 13-040-0034, Buckwalter hereby quitclaims to Roundy, any and all of Buckwalter's right, title and interest in and to the real property lying west of and contiguous to the Boundary Line, as further depicted on Exhibit I attached hereto
- (c) To conform the legal descriptions of the Buckwalter Property and the Sager Property to the Boundary Line, (i) as to Parcel 13-072-0002, Sager hereby quitclaims to Buckwalter any and all of Sager's right, title and interest in and to the real property lying east of and contiguous to the Boundary Line as further depicted on Exhibit I attached hereto; and (ii) Buckwalter hereby quitclaims to Sager, any and all of Buckwalter's right, title and interest in

and to the real property lying west of and contiguous to the Boundary Line, as further depicted on Exhibit I attached hereto.

- (d) To conform the legal descriptions of the Buckwalter Property and the Sager Property to the Boundary Line, (i) Buckwalter hereby quitclaims to Sager any and all of Buckwalter's right, title and interest in and to the real property lying north of and contiguous to the Boundary Line as further depicted on Exhibit I attached hereto; and (ii) as to Parcel 13-040-0028, Sager hereby quitclaims to Buckwalter, any and all of Sager's right, title and interest in and to the real property lying south of and contiguous to the Boundary Line, as further depicted on Exhibit I attached hereto
- (e) To conform the legal descriptions of the Buckwalter Property and the Green Property to the Boundary Line, (i) Buckwalter hereby quitclaims to Green any and all of Buckwalter's right, title and interest in and to the real property lying south and/or west of and contiguous to the Boundary Line as further depicted on Exhibit I attached hereto; and (ii) Green hereby quitclaims to Buckwalter, any and all of Green's right, title and interest in and to the real property lying north and/or east of and contiguous to the Boundary Line, as further depicted on Exhibit I attached hereto.
- (f) To conform the legal descriptions of the Buckwalter Property and the NBFF Property to the Boundary Line, (i) NBFF hereby quitclaims to Buckwalter any and all of NBFF's right, title and interest in and to the real property lying south of and contiguous to the Boundary Line as further depicted on Exhibit I attached hereto; and (ii) Buckwalter hereby quitclaims to NBFF, any and all of Buckwalter's right, title and interest in and to the real property lying north of and contiguous to the Boundary Line, as further depicted on Exhibit I attached hereto.
- (g) To conform the legal descriptions of the Buckwalter Property and the Left Turn Property to the Boundary Line, (i) Buckwalter hereby quitclaims to Left Turn any and all of Buckwalter's right, title and interest in and to the real property lying south and/or east of and contiguous to the Boundary Line as further depicted on Exhibit I attached hereto; and (ii) Left Turn hereby quitclaims to Buckwalter, any and all of Left Turn's right, title and interest in and to the real property lying north and/or west of and contiguous to the Boundary Line, as further depicted on Exhibit I attached hereto.
- (h) To conform the legal descriptions of the Buckwalter Property and the LSL Property to the Boundary Line, (i) Buckwalter hereby quitclaims to LSL any and all of Buckwalter's right, title and interest in and to the real property lying east of and contiguous to the Boundary Line as further depicted on Exhibit I attached hereto; and (ii) LSL hereby quitclaims to Buckwalter, any and all of LSL's right, title and interest in and to the real property lying west of and contiguous to the Boundary Line, as further depicted on Exhibit I attached hereto.
- 3. <u>Resulting Descriptions</u>. Giving effect to this Agreement, the Parties hereby covenant and agree that from and after the date of this Agreement the resulting legal description for the Buckwalter Property will be that which is described in the attached <u>Exhibit J</u>, and the resulting legal descriptions of the Roundy, Sager, Green, NBFF, Left Turn and LSL properties will be those which are described in the attached <u>Exhibit K</u>, <u>Exhibit L</u>, <u>Exhibit M</u>, <u>Exhibit N</u>, <u>Exhibit O</u>, and <u>Exhibit P</u> respectively.

- 4. <u>Integration; Modification</u>. This Agreement contains the entire agreement between the Parties with respect to the matters set forth herein. This Agreement may be modified or amended only with the unanimous written agreement of the Parties, their successors and assigns.
- 5. <u>Duration</u>; <u>Rights Run With the Land</u>; <u>Binding Effect</u>. This Agreement and the Boundary Lines established hereby shall be perpetual. Each of the agreements and rights contained in this Agreement shall (i) inure to the benefit of and be binding upon the Parties and their respective successors, successors-in-title, heirs and assigns as to their respective land, or any portion of their respective land, each of whom shall be an intended beneficiary (whether third party or otherwise) of the rights and agreements granted hereunder; (ii) shall run with the land; and (iii) shall remain in full force and effect and shall be unaffected by any change in the ownership of, or any encumbrance, lien, judgment, easement, lease or other right affecting, the subject land, or any portion of the subject land, or any change of use, demolition, reconstruction, expansion or other circumstances.
- 6. <u>Further Action</u>. The Parties shall execute and deliver all documents, provide all information, and take or forebear from taking all action as may be necessary or appropriate to achieve the purpose of this Agreement.
- 7. <u>Applicable Law</u>. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.
- 8. <u>Interpretation</u>. The paragraph headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Agreement shall include the plural, and the use of the plural in this Agreement shall include the singular, where the context is otherwise appropriate.
- 9. Severability. In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant or other provisions shall be deemed invalid due to its scope or breadth, such condition, covenant or other provision shall be deemed valid to the extent of the scope and breadth permitted by law.
- 10. Attorneys' Fees. In the event it becomes necessary for either Party or its successors and assigns to employ the service of an attorney in order to enforce such Party's rights under this Agreement with respect to the other Party hereto or its successors and assigns, either with or without litigation, the non-prevailing Party in such controversy shall pay to the prevailing Party reasonable attorneys' fees and, in addition, such costs and expenses as are incurred by the prevailing Party in enforcing such Party's rights under this Agreement.
- 11. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, by facsimile transmission, by email or otherwise, shall be deemed an original, but all of which shall together constitute one and the same instrument.

| WITNESS WHEREOF, this Boundary Line Agreement is executed to be effective as of the day and year first above written. |
|---|
| Bradley K. Buckwalter |
| Date of Execution: |
| |
| STATE OF UTAH |
| COUNTY OF SALT LAKE |
| On this day of November, 2021, before me, personally appeared Bradley K. Buckwalter, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same. This act was performed via remote online audio-visual communication. |
| |
| Notary Public |

ADJACENT PROPERTY OWNERS

| The Roundy Family Trust dated the 23 rd day of June, 1981 and amended and restated the 5 th day of February, 2016 William M. Roundy Trustee Date of Execution: Oct10-2 | NBFF PROPERTY, LLC, a Utah limited liability company By: Name: Bruce Frandsen Title: Manager Date of Execution: 18 OCT 21 |
|---|---|
| By: Marcia M. Roundy Trustee Date of Execution: Oat 10 - 21 | |
| Mindy Sager Mindy B. Sager Mindy B. Sager | Left Turn, LLC, a Utah limited liability company By: Scott Smithson Manager |
| Date of Execution: 10/15/2021 | Date of Execution: /0/14/21 |
| Darryl Green Date of Execution: 04-13 202(| LSL Property Holdings, LLC, a Utah limited liability company By: The JMH Inheritor's Trust Its: Manager By: Jacob M. Horan Trustee |
| | Date of Execution 11 29 2021 |

STATE OF UTAH

COUNTY OF UTAH

On this 10th day of October, 2021, before me, personally appeared William M. Roundy, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same as Trustee on behalf of The Roundy Family Trust dated the 23rd day of June, 1981 and amended and restated the 5th day of February, 2016.

Notary Public

NOTARY PUBLIC SCOTT M ROBERTS COMM. # 711750 MY COMMISSION EXPIRES APRIL 30, 2024 STATE OF UTAH

STATE OF UTAH

COUNTY OF UTAH

On this 10th day of October, 2021, before me, personally appeared Marcia M. Roundy, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same as Trustee on behalf of The Roundy Family Trust dated the 23rd day of June, 1981 and amended and restated the 5th day of February, 2016.

Notary Public

NOTARY PUBLIC SCOTT M ROBERTS COMM. # 711750 MY COMMISSION EXPIRES APRIL 30, 2024 STATE OF UTAH

STATE OF UTAH

COUNTY OF UTAH

On this 15th day of October, 2021, before me, personally appeared Mindy Sager, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same.

Notary Public

NOTARY PUBLIC SCOTT M ROBERTS COMM. # 711750 MY COMMISSION EXPIRES APRIL 30, 2024 STATE OF UTAH

STATE OF UTAH

COUNTY OF UTAH

On this 15th day of October, 2021, before me, personally appeared Mindy B. Sager, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same.

Notary Public

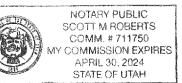


STATE OF UTAH

COUNTY OF UTAH

On this 13th day of October, 2021, before me, personally appeared Darryl Green, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same.

Notary Public



STATE OF UTAH

COUNTY OF UTAH

On this 18th day of October, 2021, before me, personally appeared Bruce Frandsen who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same on behalf of NBFF Property, LLC, a Utah limited liability company in his/her capacity as Manager.

Notary Public

NOTARY PUBLIC SCOTT M ROBERTS COMM. # 711750 MY COMMISSION EXPIRES APRIL 30, 2024 STATE OF UTAH

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STATE OF UTAH

COUNTY OF UTAH

On this 19th day of October, 2021, before me, personally appeared Scott Smithson, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same on behalf of Left Turn, LLC, a Utah limited liability company in his capacity as Manager.

Notary Public

NOTARY PUBLIC SCOTT M ROBERTS COMM. # 711750 MY COMMISSION EXPIRES APRIL 30, 2024 STATE OF UTAH

STATE OF UTAH

COUNTY OF UTAH

On this 29 day of November, 2021, before me, personally appeared Jacob M. Horan, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same on behalf of the JMH Inheritor's Trust, in his capacity as Trustee, which entity is named as Manager to LSL Property Holdings, LLC, a Utah limited liability company.

Notary Public

NOTARY PUBLIC
SCOTT M ROBERTS
COMM. # 711750
MY COMMISSION EXPIRES
APRIL 30, 2024
STATE OF UTAH

EXHIBIT A TO BOUNDARY LINE AGREEMENT

LEGAL DESCRIPTION OF THE BUCKWALTER PROPERTY

Parcel 1:

Commencing 13.64 chains West and 6.12 chains North of the Southeast corner of the Southwest quarter of Section 22, Township 5 South, Range 1 East, Salt Lake Meridian and running West 4.90 chains; thence North 46°42' East 7.14 chains; thence South 5.80 chains to the point of beginning.

Parcel 2:

Commencing 13.64 chains West of the Southeast corner of the Southwest quarter of Section 22, Township 5 South, Range 1 East, Salt Lake Meridian and running North 6.22 chains; thence West 10 chains; thence South 6.12 chains; thence East 10 chains to the point of beginning.

Parcel 3:

Commencing 13.64 chains West from the Northeast corner of the Northwest quarter of Section 27, Township 5 South, Range 1 East, Salt Lake Meridian and running South 13.82 chains; thence West 20 chains; thence North 5 chains; thence East 10; thence North 8.82 chains; thence East 10 chains to the point of beginning.

Parcel 4:

Commencing 31 links East of the Northwest corner of Section 27, Township 5 South, Range 1 East, Salt Lake Meridian and running thence South 5.25 chains; thence East 5.43 chains; thence South 3.25 chains; thence East 10 chains; thence North 5 chains; thence West 10 chains; thence North 3.75 chains; thence West 5.43 chains to the point of beginning.

Parcel 5:

Commencing 6.70 chains East and 1.37 chains North of the Northwest corner of Section 27, Township 5 South, Range 1 East, Salt Lake Meridian and running East 10 chains; thence South 5 chains; thence West 10 chains; thence North 5 chains to the point of beginning

Parcel 6:

Commencing 31 links East of the Southwest corner of Section 22, Township 5 South, Range 1 East, Salt Lake Meridian and running North 3.95 chains; thence East 5.42 chains; thence South 3.95 chains; thence West 5.42 chains to the point of beginning.

Parcel 7:

COM N 89 DEG 59' 22" E 1736.07 FT & S 1914.78 FT FR W 1/4 COR. SEC. 22, T5S, R1E, SLB&M.; S 1 DEG 14' 3" W 63.66 FT; S 46 DEG 42' 0" W 416.57 FT; W 331.99 FT; N 6.19 FT; S 88 DEG 32' 33" E 205.57 FT; N 82 DEG 59' 11" E 119.78 FT; N 43 DEG 5' 3" E 456.97 FT TO BEG. AREA 0.343 AC

EXHIBIT B TO BOUNDARY LINE AGREEMENT

LEGAL DESCRIPTION OF THE ROUNDY PROPERTY

Commencing East 6.7 chains and North 1.47 chains from the Southwest corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base & Meridian and running thence East 10 Chains; thence North 320.19 feet; thence North 88°30'36" West 40.11 feet; thence North 00°54'06" East 998.90 feet; thence West 635.62 Feet; thence South 20 chains to the point of beginning.

EXHIBIT C TO BOUNDARY LINE AGREEMENT

LEGAL DESCRIPTION OF THE SAGER PROPERTY

Parcel 1:

Commencing at a point which is South 264.56 feet and West 33.17 feet from the Northeast corner of Section 28, Township 5 South, Range 1 East, Salt Lake Base & Meridian and running thence North 01°00'41" East 1070.07 feet; thence North 89°47'57" East 142.75 feet; thence South 0°03'39" East 462.26 feet; thence South 88°55'44" East 207.38 feet; thence South 01°22'07" West 610.73 feet; thence North 88°58'08" West 354.94 feet to the point of beginning.

Parcel 2:

Commencing at a point which is North 340.28 feet from the Southwest Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base & Meridian and running thence North 266.92 feet, thence East 422.2 feet; thence South 303.60 feet; thence West 406.76 feet; thence North 01°22'07" East 36.01 feet; thence North 88°55'44" West 36.31 feet to the point of beginning.

EXHIBIT D TO BOUNDARY LINE AGREEMENT

LEGAL DESCRIPTION OF THE GREEN PROPERTY

Beginning as a point on a fence corner which is located North 89°49'04" East 382.05 feet along the section line and South 279.87 feet from the Southeast corner of Section 21, Township 5 South, Range 1 East, Salt Lake Base & Meridian and running thence South 00°40'47" West 2642.03 feet along an old wire fence line; thence West 350.69 feet; thence North 121.37 feet; thence North 75°17'56" West 385.31 feet; thence North 77°28'29" West 461.76 feet; thence North 53°40'27" West 111.26 feet; thence North 60°48'13" West 51.29 feet; thence North 779.11 feet; thence East 20.31 feet; thence North 00°40'37" East 1475.12. feet; thence South 89°00'35" East 19.28 feet; thence North 01°10'59" East 1222.11 feet; thence South 89°08'32" East 545.23 feet along a fence line as called for in that certain Boundary Line Agreement recorded on September 12, 1983 as Entry No. 27600; thence South 00°47'41" West 77.21 feet; thence South 87°00'29" East 18.78 feet; thence South 01°10'57" West 73.70 feet; thence South 01°00'41" West 1070.07 feet along a fence line to a fence corner; thence South 88°58'08" East 354.94 feet along a fence line as called for in that certain Boundary Line Agreement recorded on July 29, 1974 as Entry 13635, thence along an old fence line South 88°19'01" East 122.29 feet; thence South 89°00'35" East 238.13 feet along a fence line to the point of beginning.

Basis of bearing is South 63°05'35" West from the Northeast corner of Section 21 to the West quarter corner of Section 21.

EXHIBIT E TO BOUNDARY LINE AGREEMENT

LEGAL DESCRIPTION OF THE NBFF PROPERTY

Commencing at a point South 4751.58 feet and East 1091.24 feet from the Northwest corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base & Meridian and running thence East 485.71 feet; thence South 43°05'03" West 236.17 feet; thence South 82°59'11" West 119.78 feet; thence North 88°32'33" West 206.57 feet; thence North 181.88 feet to the point of beginning.

ALSO:

Commencing at a point South 2256.46 feet and East 1059.45 feet from the West quarter corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base & Meridian and running thence North 00°54'06" East 181.23 feet; thence East 37.24 feet; thence South 182.25 feet; thence North 88°30'36" West 40.11 feet to the point of beginning.

EXHIBIT F TO BOUNDARY LINE AGREEMENT

LEGAL DESCRIPTION OF THE LEFT TURN PROPERTY

COM S 0 DEG 0' 58" W 91.65 FT & N 89 DEG 59' 2" W 929.14 FT FR N 1/4 COR. SEC. 27, T5S, R1E, SLB&M.; S 89 DEG 36' 44" E 145.17 FT; ALONG A CURVE TO R (CHORD BEARS: S 14 DEG 32' 58" W 46 FT, RADIUS = 637.04 FT); ALONG A CURVE TO R (CHORD BEARS: S 20 DEG 9' 20" W 64.29 FT, RADIUS = 607.9 FT); N 65 DEG 7' 2" W 91.68 FT; S 65 DEG 6' 42" E .74 FT; S 0 DEG 0' 59" W 330.52 FT; S 0 DEG 0' 58" W 154.37 FT; S 79 DEG 23' 57" E .64 FT; S 0 DEG 0' 58" W 68.38 FT; ALONG A CURVE TO L (CHORD BEARS: S 17 DEG 25' 27" E 87.02 FT, RADIUS = 513 FT); S 22 DEG 17' 22" E 183.32 FT; ALONG A CURVE TO R (CHORD BEARS: S 11 DEG 12' 9" E 139.99 FT, RADIUS = 364 FT); S 0 DEG 6' 55" E 596.44 FT; N 89 DEG 14' 2" W 181.23 FT; S 0 DEG 33' 58" W 930.33 FT; S 27 DEG 35' 31" W 98.78 FT; ALONG A CURVE TO R (CHORD BEARS: N 57 DEG 6' 32" W 46.08 FT, RADIUS = 649.55 FT); N 55 DEG 9' 46" W 355.02 FT; ALONG A CURVE TO R (CHORD BEARS: N 29 DEG 35' 40" W 529.15 FT, RADIUS = 613.01 FT); N 4 DEG 1' 34" W 100.53 FT; ALONG A CURVE TO L (CHORD BEARS: N 37 DEG 44' 30" W 1095.75 FT, RADIUS = 987.02 FT); N 1 DEG 10' 58" E 191.7 FT; S 89 DEG 41' 0" E 1334.3 FT; N 1 DEG 2' 0" E 784.1 FT TO BEG. AREA 35.170 AC.

LESS AND EXCEPTING THEREFROM any portion lying within the bounds of the following:

BEGINNING AT A POINT LOCATED SOUTH 197.38 FEET AND WEST 817.04 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 65°08'00" WEST 124.96 FEET; THENCE NORTH 01°02'00" EAST 53.18 FEET; THENCE NORTH 89°57'21" WEST 3.43 FEET; THENCE NORTH 01°03'29" EAST 65.35 FEET; THENCE SOUTH 65°08'00" EAST 150.73 FEET; THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 20.64 FEET (CURVE HAVING A CENTRAL ANGLE OF 78°49'50" AND LONG CHORD BEARS \$25°43'05"E 19.05 FEET); THENCE ALONG THE ARC OF 564.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 95.59 FEET (CURVE HAVING A CENTRAL ANGLE OF 09°42'39" AND LONG CHORD BEARS \$18°33'09"W 95.48 FEET) TO THE POINT OF BEGINNING.

BASIS OF BEARING IS NORTH 89°52'20" EAST ALONG SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE AND MERIDIAN, TO THE SOUTHEAST CORNER OF SAID SECTION 22. (NAD 83)

ALSO LESS AND EXCEPTING THEREFROM any portion lying within the bounds of AF CROSSINGS PLAT "C", according to the official plat thereof on file and of record in the Utah County Recorder's Office.

EXHIBIT G TO BOUNDARY LINE AGREEMENT

LEGAL DESCRIPTION OF THE LSL PROPERTY

BEGINNING AT A POINT LOCATED SOUTH 197.38 FEET AND WEST 817.04 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 65°08'00" WEST 124.96 FEET; THENCE NORTH 01°02'00" EAST 53.18 FEET; THENCE NORTH 89°57'21" WEST 3.43 FEET; THENCE NORTH 01°03'29" EAST 65.35 FEET; THENCE SOUTH 65°08'00" EAST 150.73 FEET; THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 20.64 FEET (CURVE HAVING A CENTRAL ANGLE OF 78°49'50" AND LONG CHORD BEARS \$25°43'05"E 19.05 FEET); THENCE ALONG THE ARC OF 564.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 95.59 FEET (CURVE HAVING A CENTRAL ANGLE OF 09°42'39" AND LONG CHORD BEARS \$18°33'09"W 95.48 FEET) TO THE POINT OF BEGINNING.

BASIS OF BEARING IS NORTH 89°52'20" EAST ALONG SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE AND MERIDIAN, TO THE SOUTHEAST CORNER OF SAID SECTION 22. (NAD 83)

EXHIBIT H TO BOUNDARY LINE AGREEMENT

LEGAL DESCRIPTION OF THE BOUNDARY LINE

A parcel of land situate in the Southwest Quarter of Section 22 and the Northwest quarter of Section 27, Township 5 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on an existing fence line intersection, said point being North 89°50'11" East 36.27 feet along the Section Line and North 338.21 feet from the Southwest Quarter Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian and running; thence along said existing fence line the following twenty (20) courses (1) South 89°36'37" East 361.24 feet to an existing fence intersection; (2) South 00°48'29" West 209.03 feet; (3) South 88°04'59" East 657.35 feet; (4) North 01°40'09" East 311.21 feet to an existing fence intersection; (5) South 88°56'09" East 223.32 feet; (6) South 89°57'23" East 38.93 feet; (7) North 86°26'20" East 31.24 feet; (8) North 81°41'50" East 47.12 feet; (9) North 77°48'48" East 25.53 feet; (10) North 45°30'27" East 36.56 feet; (11) North 43°01'00" East 423.81 feet to an existing fence intersection; (12) South 01°02'03" West 843.62 feet to an existing fence intersection; (13) South 01°01'26" West 534.91 feet; (14) South 01°01'26" West 265.61 feet to an existing fence corner; (15) North 89°23'29" West 312.77 feet; (16) North 89°54'00" West 332.29 feet; (17) North 89°56'27" West 691.26 feet to an existing fence intersection; (18) North 00°40'47" East 599.26 feet to an existing fence corner; (19) North 89°00'35" West 360.42 feet to an existing fence intersection; (20) North 01°22'07" East 610.92 feet to the point of beginning.

EXHIBIT I TO BOUNDARY LINE AGREEMENT DRAWING DEPICTING THE APPROXIMATE LOCATIONS OF THE BOUNDARY LINES BETWEEN THE BUCKWALTER PROPERTY AND THE ADJACENT PARCELS

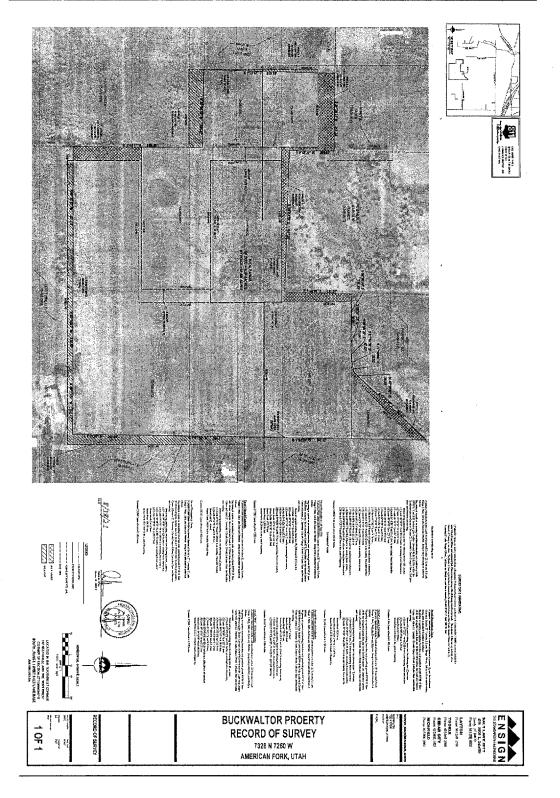


EXHIBIT J TO BOUNDARY LINE AGREEMENT

LEGAL DESCRIPTION OF THE BUCKWALTER PARCEL AFTER ADJUSTMENT

A parcel of land situate in the Southwest Quarter of Section 22 and the Northwest Quarter of Section 27, Township 5 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on an existing fence line intersection, said point being North 89°50'11" East 36.27 feet along the Section Line and North 338.21 feet from the Southwest Quarter Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian and running; thence along said existing fence line the following twenty (20) courses (1) South 89°36'37" East 361.24 feet to an existing fence intersection; (2) South 00°48'29" West 209.03 feet; (3) South 88°04'59" East 657.35 feet; (4) North 01°40'09" East 311.21 feet to an existing fence intersection; (5) South 88°56'09" East 223.32 feet; (6) South 89°57'23" East 38.93 feet; (7) North 86°26'20" East 31.24 feet; (8) North 81°41'50" East 47.12 feet; (9) North 77°48'48" East 25.53 feet; (10) North 45°30'27" East 36.56 feet; (11) North 43°01'00" East 423.81 feet to an existing fence intersection; (12) South 01°02'03" West 843.62 feet to an existing fence intersection; (13) South 01°01'26" West 534.91 feet; (14) South 01°01'26" West 265.61 feet to an existing fence corner; (15) North 89°23'29" West 312.77 feet; (16) North 89°54'00" West 332.29 feet; (17) North 89°56'27" West 691.26 feet to an existing fence intersection; (18) North 00°40'47" East 599.26 feet to an existing fence corner; (19) North 89°00'35" West 360.42 feet to an existing fence intersection; (20) North 01°22'07" East 610.92 feet to the point of beginning.

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EXHIBIT K TO BOUNDARY LINE AGREEMENT

LEGAL DESCRIPTION OF THE ROUNDY PARCEL AFTER ADJUSTMENT

A parcel of land situate in the Southwest Quarter of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on an existing barbed wire fence, said point being North 00°03'25" East 1,429.08 feet along the West Section line and South 89°56'35" East 417.90 feet from the Southwest Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian, and running;

thence North 89°41'39" East 658.73 feet along an existing barbed wire fence; thence South 01°04'41" West 860.79 feet along an existing barbed wire fence; thence South 00°27'38" West 155.61 feet along an existing barbed wire fence; thence South 01°40'09" West 311.21 feet along an existing barbed wire fence; thence North 88°04'59" West 657.35 feet along an existing barbed wire fence; thence North 00°48'29" East 209.03 feet along an existing barb wire fence thence North 1°08'38" East 1093.02 feet along an existing barbed wire fence to the point of beginning.

Contains 866,870 square feet or 19.900 acres.

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EXHIBIT L TO BOUNDARY LINE AGREEMENT

LEGAL DESCRIPTION OF THE SAGER PARCEL AFTER ADJUSTMENT

Parcel 1:

A parcel of land situate in the Southwest Quarter of Section 22 and the Southeast Quarter of Section 21, Township 5 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on an existing fence line, said point being North 89°50'11" East 21.71 feet along the Section Line and South 271.02 feet from the Southwest Quarter Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian and running; thence North 88°58'07" West 354.94 feet; thence North 01°00'41" East 1,070.06 feet; thence North 89°47'48" East 142.75 feet; thence South 00°03'39" East 462.36 feet; thence South 88°55'37" East 171.07 feet; thence South 88°56'18" East 36.31 feet to the extension of an existing fence; thence South 01°22'07" West 610.73 feet to the point of beginning.

Parcel 2:

A parcel of land situate in the Southwest Quarter of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point North 0°03'25" East 340.27 feet along the Section Line and North 88°55'35" West 0.34 feet from the Southwest Quarter Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian and running; thence North 266.92 feet; thence East 442.20 feet; thence South 303.60 feet; thence West 45.15 feet to an existing fence; thence along said existing fence the following two (2) courses: (1) North 00°48'29" East 32.26 feet to a fence intersection; (2) North 89°36'37" West 361.24 feet to a fence corner; thence North 01°18'06" East 1.28 feet; thence North 88°55'35" West 36.31 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM any portion lying within the bounds of the following:

A parcel of land situate in the Southwest Quarter of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on an existing barbed wire fence, said point being North 00°03'25" East 1,429.08 feet along the West Section line and South 89°56'35" East 417.90 feet from the Southwest Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian, and running;

thence North 89°41'39" East 658.73 feet along an existing barbed wire fence; thence South 01°04'41" West 860.79 feet along an existing barbed wire fence; thence South 00°27'38" West 155.61 feet along an existing barbed wire fence; thence South 01°40'09" West 311.21 feet along an existing barbed wire fence;

thence North 88°04'59" West 657.35 feet along an existing barbed wire fence; thence North 00°48'29" East 209.03 feet along an existing barb wire fence thence North 1°08'38" East 1093.02 feet along an existing barbed wire fence to the point of beginning.

EXHIBIT M TO BOUNDARY LINE AGREEMENT

LEGAL DESCRIPTION OF THE GREEN PARCEL AFTER ADJUSTMENT

A parcel of land situate in the Northwest Quarter of Section 27, the Northeast Quarter of Section 28, and the Southeast Quarter of Section 21, Township 5 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point at an existing fence corner, said point being North 89°50'11" East 382.05 feet along the Section Line and South 279.75 feet from the Northwest Quarter Corner of Section 27, Township 5 South, Range 1 East, Salt Lake Base and Meridian and running; thence South 00°40'47" West 2,642.03 feet along said existing fence line; thence West 350.69 feet; thence North 121.37 feet; thence North 75°17'56" West 385.31 feet; thence North 77°28'29" West 461.76 feet; thence North 53°40'27" West 111.26 feet; thence North 60°48'13" West 51.29 feet; thence North 779.11 feet; thence East 20.31 feet; thence North 00°40'37" East 1,475.12 feet; thence South 89°00'35" East 19.28 feet; thence North 01°10'59" East 1,222.11 feet; thence South 89°08'32" East 545.23 feet; thence South 00°47'41" West 77.21 feet; thence South 87°00'29" East 18.78 feet; thence South 01°10'57" West 73.70 feet; thence South 01°00'41" West 1,070.06 feet; thence South 88°58'04" East 354.94 feet to an existing fence line; thence along said existing fence line the following two (2) courses: (1) South 01°13'52" West 1.47 feet to an existing fence corner; (2) South 89°00'35" East 360.42 feet to the point of beginning.

EXHIBIT N TO BOUNDARY LINE AGREEMENT

LEGAL DESCRIPTION OF THE NBFF PARCEL AFTER ADJUSTMENT

Commencing at a point South 4751.58 feet and East 1091.24 feet from the Northwest corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base & Meridian and running thence East 485.71 feet; thence South 43°05'03" West 236.17 feet; thence South 82°59'11" West 119.78 feet; thence North 88°32'33" West 206.57 feet; thence North 181.88 feet to the point of beginning.

ALSO:

Commencing at a point South 2256.46 feet and East 1059.45 feet from the West quarter corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base & Meridian and running thence North 00°54'06" East 181.23 feet; thence East 37.24 feet; thence South 182.25 feet; thence North 88°30'36" West 40.11 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM a parcel of land situate in the Southwest Quarter of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on an existing fence line, said point being North 89°50'11" East 1060.48 feet along the Section Line and North 408.54 feet from the Southwest Quarter Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian and running; thence along said existing fence the following nine (9) courses: (1) North 01°40'09" East 4.43 feet to an existing fence intersection; (2) South 88°56'09" East 223.32 feet; (3) South 89°57'23" East 38.93 feet; (4) North 86°26'20" East 31.24 feet; (5) North 81°41'50" East 47.12 feet; (6) North 77°48'48" East 25.53 feet; (7) North 45°30'27" East 36.56 feet; (8) North 43°01'00" East 423.81 feet to an existing fence intersection; (9) South 01°15'15" West 62.25 feet; thence South 46°42'00" West 419.40 feet; thence West 373.72 feet to the point of beginning.

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EXHIBIT O TO BOUNDARY LINE AGREEMENT

LEGAL DESCRIPTION OF THE LEFT TURN PARCEL AFTER ADJUSTMENT

COM S 0 DEG 0' 58" W 91.65 FT & N 89 DEG 59' 2" W 929.14 FT FR N 1/4 COR. SEC. 27, T5S, R1E, SLB&M.; S 89 DEG 36' 44" E 145.17 FT; ALONG A CURVE TO R (CHORD BEARS: S 14 DEG 32' 58" W 46 FT, RADIUS = 637.04 FT); ALONG A CURVE TO R (CHORD BEARS: S 20 DEG 9' 20" W 64.29 FT, RADIUS = 607.9 FT); N 65 DEG 7' 2" W 91.68 FT; S 65 DEG 6' 42" E .74 FT; S 0 DEG 0' 59" W 330.52 FT; S 0 DEG 0' 58" W 154.37 FT; S 79 DEG 23' 57" E .64 FT; S 0 DEG 0' 58" W 68.38 FT; ALONG A CURVE TO L (CHORD BEARS: S 17 DEG 25' 27" E 87.02 FT, RADIUS = 513 FT); S 22 DEG 17' 22" E 183.32 FT; ALONG A CURVE TO R (CHORD BEARS: S 11 DEG 12' 9" E 139.99 FT, RADIUS = 364 FT); S 0 DEG 6' 55" E 596.44 FT; N 89 DEG 14' 2" W 181.23 FT; S 0 DEG 33' 58" W 930.33 FT; S 27 DEG 35' 31" W 98.78 FT; ALONG A CURVE TO R (CHORD BEARS: N 57 DEG 6' 32" W 46.08 FT, RADIUS = 649.55 FT); N 55 DEG 9' 46" W 355.02 FT; ALONG A CURVE TO R (CHORD BEARS: N 29 DEG 35' 40" W 529.15 FT, RADIUS = 613.01 FT); N 4 DEG 1' 34" W 100.53 FT; ALONG A CURVE TO L (CHORD BEARS: N 37 DEG 44' 30" W 1095.75 FT, RADIUS = 987.02 FT); N 1 DEG 10' 58" E 191.7 FT; S 89 DEG 41' 0" E 1334.3 FT; N 1 DEG 2' 0" E 784.1 FT TO BEG. AREA 35.170 AC.

TOGETHER WITH:

A parcel of land situate in the Northwest Quarter of Section 27, Township 5 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on an existing fence line, said point being North 89°50'11" East 440.98 feet along the Section Line and South 879.21 feet from the Northwest Quarter Corner of Section 27, Township 5 South, Range 1 East, Salt Lake Base and Meridian and running;

thence along said existing fence line the following six (5) courses:

- (1) South 89°56'27" East 625.22 feet;
- (2) South 89°54'00" East 332.29 feet:
- (3) South 89°23'29" East 312.77 feet to an existing fence corner;
- (4) North 01°01'26" East 265.61 feet;
- (5) North 01°01'26" East 481.06 feet to the south line of the LSL Property;

thence South 65°08'00" East 40.11 feet;

thence South 751.72 feet;

thence West 1,320.00 feet;

thence North 26.59 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM any portion lying within the bounds of the following:

A parcel of land situate in the Northwest Quarter of Section 27, Township 5 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being South 197.39 feet and West 817.05 feet from the South Quarter Corner of Section 22, Township 5 South, Range 1 East Salt Lake Base and Meridian, said South Quarter Corner being North 89°50′11″ East 2657.85 feet from the Southwest Corner of said Section 22, and running;

thence North 65°08′00" West 128.07 feet to and existing fence line;

thence North 1°01′26″ East 116.97 feet (North 1°02′03″ East, Plat) along said fence line;

thence South 65°08'00" East 150.123 feet;

thence Southeasterly 20.64 feet along the arc of a 15.00 foot radius curve to the right(center bears South 24°52′00″ West and the long chord bears South 25°43′05″ East 19.05 feet with a central angle of 78°49′50″);

thence Southwesterly 95.59 feet along the arc of a 564.00 foot radius curve to the right(center bears North 76° 18'10" West and the long chord bears South 18°33'09" West 95.48 feet with a central angle of 9°42'39").

ALSO LESS AND EXCEPTING THEREFROM any portion lying within the bounds of AF CROSSINGS PLAT "C", according to the official plat thereof on file and of record in the Utah County Recorder's Office

ALSO LESS AND EXCEPTING THEREFROM any portion lying within the bounds of the following:

A parcel of land situate in the Southwest Quarter of Section 22 and the Northwest Quarter of Section 27, Township 5 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on an existing fence line intersection, said point being North 89°50'11" East 36.27 feet along the Section Line and North 338.21 feet from the Southwest Quarter Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian and running; thence along said existing fence line the following twenty (20) courses (1) South 89°36'37" East 361.24 feet to an existing fence intersection; (2) South 00°48'29" West 209.03 feet; (3) South 88°04'59" East 657.35 feet; (4) North 01°40'09" East 311.21 feet to an existing fence intersection; (5) South 88°56'09" East 223.32 feet; (6) South 89°57'23" East 38.93 feet; (7) North 86°26'20" East 31.24 feet; (8) North 81°41'50" East 47.12 feet; (9) North 77°48'48" East 25.53 feet; (10) North 45°30'27" East 36.56 feet; (11) North 43°01'00" East 423.81 feet to an existing fence intersection; (12) South 01°02'03" West 843.62 feet to an existing fence intersection; (13) South 01°01'26" West 534.91 feet; (14) South 01°01'26" West 265.61 feet to an existing fence corner; (15) North 89°23'29" West 312.77 feet; (16) North 89°54'00" West 332.29 feet; (17) North 89°56'27" West 691.26 feet to an existing fence intersection; (18) North 00°40'47" East 599.26 feet to an existing fence corner; (19) North 89°00'35" West 360.42 feet to an existing fence intersection; (20) North 01°22'07" East 610.92 feet to the point of beginning.

EXHIBIT P TO BOUNDARY LINE AGREEMENT

LEGAL DESCRIPTION OF THE LSL PARCEL AFTER ADJUSTMENT

A parcel of land situate in the Northwest Quarter of Section 27, Township 5 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being South 197.39 feet and West 817.05 feet from the South Quarter Corner of Section 22, Township 5 South, Range 1 East Salt Lake Base and Meridian, said South Quarter Corner being North 89°50′11″ East 2657.85 feet from the Southwest Corner of said Section 22, and running;

thence North 65°08′00″ West 128.07 feet to and existing fence line; thence North 1°01′26″ East 116.97 feet (North 1°02′03″ East, Plat) along said fence line; thence South 65°08′00″ East 150.123 feet;

thence Southeasterly 20.64 feet along the arc of a 15.00 foot radius curve to the right(center bears South 24°52′00″ West and the long chord bears South 25°43′05″ East 19.05 feet with a central angle of 78°49′50″);

thence Southwesterly 95.59 feet along the arc of a 564.00 foot radius curve to the right(center bears North 76° 18'10" West and the long chord bears South 18°33'09" West 95.48 feet with a central angle of 9°42'39").