



ENT 23928:2018 PG 1 of 9
JEFFERY SMITH
UTAH COUNTY RECORDER
2018 Mar 13 3:38 pm FEE 29.00 BY MG
RECORDED FOR PROVO LAND TITLE COMPANY

WHEN RECORDED, RETURN TO:
Holland & Hart
222 South Main Street, Suite 2200
Salt Lake City, UT 84101
Attn: Adrienne Bell

BOUNDARY LINE ADJUSTMENT AGREEMENT

This BOUNDARY LINE ADJUSTMENT AGREEMENT (this "Agreement"), is made as of this *1st Day of March, 2018* by and between Edge Land 16, LLC, a Utah limited liability company, whose address is 13702 South 200 West B12, Draper, UT 84020 ("Edge Land"), and Rocky Mountain Power, an unincorporated division of PacifiCorp, successor-in-interest to Utah Power & Light Company, whose address is 70 N. 200 W., American Fork, UT 84003 ("Rocky Mountain Power"). Edge Land and Rocky Mountain Power may sometimes be referred to individually as a "Party" or collectively as the "Parties"

RECITALS

A. Edge Land is the owner of certain real property located in Utah County, Utah, more particularly described on Exhibit A attached hereto and made a part hereof (the "Original Edge Land Parcel").

B. Rocky Mountain Power is the owner of certain real property located in Utah County, Utah, more particularly described on Exhibit B attached hereto and made a part hereof (the "Original Rocky Mountain Power Parcel").

C. A portion of the Original Rocky Mountain Power Parcel is contiguous to the Original Edge Land Parcel and the two parcels share a common boundary line.

D. The Parties acknowledge that the legal descriptions of record for the two parcels do not reflect the actual occupation by the Parties. The actual occupation of the two parcels is more fully described on Exhibit C and Exhibit D attached hereto and made a part hereof (the "Revised Edge Land Parcel" and "Revised Rocky Mountain Power Parcel", respectively).

E. Pursuant to Utah Code Ann. § 57-1-45, Edge Land and Rocky Mountain Power now desire to enter into this Agreement in order to adjust their respective boundary lines according to the actual occupation by the Parties as set forth in Paragraph D above.

AGREEMENT

NOW, THEREFORE, in exchange of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Parties agree and recognize that the legal description on Exhibit C accurately describes the proper and agreed upon location of the property owned by Edge Land and that the legal description on Exhibit D accurately describes the proper and agreed upon location of the property owned by Rocky Mountain Power.

2. Edge Land does hereby quitclaim and relinquish any right, title, and interest it owns in the Revised Rocky Mountain Power Parcel to Rocky Mountain Power.

3. Rocky Mountain Power does hereby quitclaim and relinquish any right, title, and interest it owns in the Revised Edge Land Parcel to Edge Land.

4. This conveyance is made without representation or warranty, and is subject to, among other things, all easements, rights-of-way, and other matters of record, and also any existing electrical transmission and distribution lines that are currently located on either parcel whether the foregoing facilities are located within recorded easements or otherwise.

5. This Agreement, and the actions and undertakings of the Parties hereunder, shall run with the land, and shall be applicable to, for the benefit of, and binding upon the Parties' respective heirs, successors, and assigns.

6. This Agreement constitutes the entire agreement between the Parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on any Party except to the extent incorporated herein.

7. In the event that either Party commences suit to recover damages arising from a breach of this Agreement or to otherwise seek enforcement hereof, the substantially prevailing Party shall be awarded reasonable attorney's fees, together with court costs and litigation expenses reasonably incurred and actually paid against the substantially non-prevailing Party.

8. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the Party for which he or she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he or she signs and that as a result of his or her signature, this Agreement shall be binding upon the Party for which he or she signs.

9. To the fullest extent permitted by law, each Party hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in

connection with this agreement. Each Party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot or has not been waived.

10. This Agreement is to be governed by and interpreted under the laws of the State of Utah.

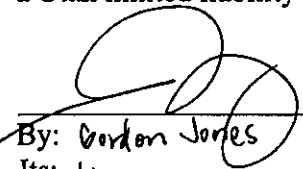
11. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

[SIGNATURE PAGE FOLLOWS]

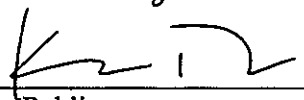
IN WITNESS WHEREOF, the Edge Land has executed this Agreement as of the day and year first written above.

EDGE LAND 16, LLC,
a Utah limited liability company

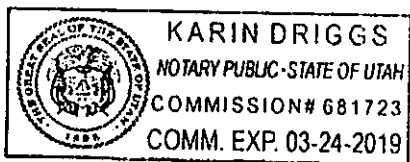

By: Gordon Jones
Its: Manager

STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 26 day of February, 2018, by Gordon Jones, Manager of Edge Land 16, LLC, a Utah limited liability company.



Notary Public
Residing at: Lehi, UT



IN WITNESS WHEREOF, the Rocky Mountain Power has executed this Agreement as of the day and year first written above.

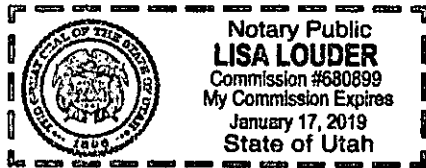
ROCKY MOUNTAIN POWER,
an unincorporated division of
PACIFICORP



By: Douglas N. Bennion
Its: Vice President, Engineering Services

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

The foregoing instrument was acknowledged before me this 1st day of March, 2018, by Douglas N. Bennion, Vice President of Rocky Mountain Power, an unincorporated division of PacifiCorp.



Lisa Louder
Notary Public
Residing at: Salt Lake City Utah

EXHIBIT "A"**Legal Description of Original Edge Land Parcel**

APN: 58-033-0416

A portion of Sections 16 and 21, Township 5 South, Range 1 West, Salt Lake Base & Meridian, located in Saratoga Springs, Utah, more particularly described as follows:

Beginning at the Northeast Corner of Section 21, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 88° 57' 29" West along the section line 243.91 feet to the westerly line of the Utah Power & Light Company property as defined by survey; thence South 05° 03' 00" West along said westerly line 83.62 feet; thence North 36° 59' 45" West 145.68 feet; thence along the arc of a 228.00 foot radius curve to the right 29.58 feet through a central angle of 07° 25' 58" (chord: North 33° 16' 46" West 29.56 feet); thence West 142.80 feet; thence North 72.00 feet; thence West 259.34 feet; thence North 81° 31' 14" West 82.03 feet; thence North 09° 48' 19" East 100.00 feet; thence northwesterly along the arc of a 728.00 foot radius non-tangent curve to the right (radius bears: North 09° 48' 19" East) 191.84 feet through a central angle of 15° 05' 53" (chord: North 72° 38' 45" West 191.28 feet); thence South 29° 26' 00" West 254.43 feet; thence South 59° 53' 19" East 114.51 feet; thence South 36° 39' 50" East 310.38 feet; thence South 47° 52' 19" East 77.97 feet; thence South 59° 53' 19" East 80.45 feet; thence South 30° 06' 41" West 115.00 feet; thence North 59° 53' 19" West 39.76 feet; thence along the arc of a 500.00 foot radius curve to the right 20.71 feet through a central angle of 02° 22' 25" (chord: North 58° 42' 07" West 20.71 feet); thence South 32° 29' 06" West 56.00 feet; thence South 30° 06' 41" West 115.48 feet; thence North 59° 53' 19" West 65.00 feet; thence North 50° 51' 55" West 80.15 feet; thence North 36° 39' 50" West 205.10 feet; thence North 60° 50' 16" West 131.29 feet; thence North 30° 42' 12" East 80.00 feet; thence North 59° 17' 48" West 127.62 feet; thence North 63° 56' 10" West 56.10 feet; thence North 59° 53' 19" West 100.01 feet; thence North 29° 26' 00" East 643.15 feet; thence South 60° 34' 00" East 256.00 feet; thence North 29° 26' 00" East 76.45 feet; thence South 30° 13' 02" East 53.80 feet; thence South 72° 27' 08" East 33.47 feet; thence South 75° 18' 58" East 77.46 feet; thence South 83° 28' 38" East 70.23 feet; thence South 85° 12' 00" East 72.34 feet; thence South 75° 26' 38" East 56.82 feet; thence South 85° 12' 00" East 200.00 feet; thence South 56° 49' 03" East 63.65 feet; thence South 85° 12' 00" East 319.37 feet; thence South 00° 21' 55" West 303.86 feet to the point of beginning.

EXHIBIT "B"

Legal Description of Original Rocky Mountain Power Parcel

APN: 58-034-0030

That certain property described in a Warranty Deed to Utah Power & Light Company, recorded as Document #469-1966, in Book 1035, Page 528:

Beginning on the north boundary line of the Grantors' land at a point 114 feet west, more or less, along the section line from the northeast corner of Section 21, Township 5 South, Range 1 West, Salt Lake Meridian, then South 4° 48' West 4372 feet, more or less, to the center line of the Union Pacific (Los Angeles & Salt Lake) Railroad right of way (abandoned), thence southwesterly along a curve to the right 169 feet, more or less, thence North 4° 48' East 4468 feet, more or less, being parallel to and 130 feet perpendicularly distant westerly from the above-described easterly boundary line of this tract of land to the north boundary line of said Grantors' land, thence East 130.46 feet along said North boundary line to the point of beginning, containing 13.19 acres, more or less, being in the East 1/2 of the East 1/2 of said Section 21.

Subject to the mineral reservation contained in the Warranty Deed referenced above.

EXHIBIT "C"**Legal Description of Revised Edge Land Parcel**

APN: 58-033-0416

A portion of Sections 16 and 21, Township 5 South, Range 1 West, Salt Lake Base & Meridian, located in Saratoga Springs, Utah, more particularly described as follows:

Beginning at the Northeast Corner of Section 21, Township 5 South, Range 1 West, Salt Lake Base & Meridian; thence N88°57'29"W along the Section Line 243.91 feet to the westerly line of the Utah Power & Light Company property as defined by survey; thence S5°03'00"W along said westerly line 83.62 feet; thence N36°59'45"W 145.68 feet; thence along the arc of a 228.00 foot radius curve to the right 29.58 feet through a central angle of 7°25'58" (chord: N33°16'46"W 29.56 feet); thence West 142.80 feet; thence North 72.00 feet; thence West 259.34 feet; thence N81°31'14"W 82.03 feet; thence N9°48'19"E 100.00 feet; thence northwesterly along the arc of a 728.00 foot radius non-tangent curve to the right (radius bears: N9°48'19"E) 191.84 feet through a central angle of 15°05'53" (chord: N72°38'45"W 191.28 feet); thence S29°26'00"W 254.43 feet; thence S59°53'19"E 114.51 feet; thence S36°39'50"E 310.38 feet; thence S47°52'19"E 77.97 feet; thence S59°53'19"E 80.45 feet; thence S30°06'41"W 115.00 feet; thence N59°53'19"W 39.76 feet; thence along the arc of a 500.00 foot radius curve to the right 20.71 feet through a central angle of 2°22'25" (chord: N58°42'07"W 20.71 feet); thence S32°29'06"W 56.00 feet; thence S30°06'41"W 115.48 feet; thence N59°53'19"W 65.00 feet; thence N50°51'55"W 80.15 feet; thence N36°39'50"W 205.10 feet; thence N60°50'16"W 131.29 feet; thence N30°42'12"E 80.00 feet; thence N59°17'48"W 127.62 feet; thence N63°56'10"W 56.10 feet; thence N59°53'19"W 100.01 feet; thence N29°26'00"E 643.15 feet; thence S60°34'00"E 256.00 feet; thence N29°26'00"E 76.45 feet; thence S30°13'02"E 53.80 feet; thence S72°27'08"E 33.47 feet; thence S75°18'58"E 77.46 feet; thence S83°28'38"E 70.23 feet; thence S85°12'00"E 72.34 feet; thence S75°26'38"E 56.82 feet; thence S85°12'00"E 200.00 feet; thence S56°49'03"E 63.65 feet; thence S85°12'00"E 319.37 feet; thence S0°21'55"W 303.86 feet to the point of beginning.

Contains: ±13.65 Acres

EXHIBIT "D"

Legal Description of Revised Rocky Mountain Power Parcel

APN: 58-034-0030

A portion of Section 21, Township 5 South, Range 1 West, Salt Lake Base & Meridian, located in Saratoga Springs, Utah, more particularly described as follows:

Beginning at a point on the easterly line of the Utah Power & Light Company property as defined by survey, said point being located N88°57'29"W along the Section Line 113.60 feet from the Northeast Corner of Section 21, Township 5 South, Range 1 West, Salt Lake Base & Meridian; thence S5°03'00"W 4372.00 feet; thence southwesterly along the arc of a 544.00 foot radius non-tangent curve to the right (radius bears: N43°17'05"W) 169.00 feet through a central angle of 17°47'58" (chord: S55°36'54"W 168.32 feet); thence N5°03'00"E 4469.81 feet to the Section Line; thence S88°57'29"E along the Section Line 130.32 feet the point of beginning.

Contains: ±13.21 Acres