

When recorded, mail to:

Stonefield, Inc.

355 Boxington Way
Sparks, NV 89434

Tax Parcel Nos. 05-128-0015

05-136-0010

05-128-0010

05-136-0041

05-136-0027



W2913441

EH 2913441 PG 1 OF 9
LEANN H KILTS, WEBER COUNTY RECORDER
04-APR-18 852 AM FEE \$30.00 DEP DC
REC FOR: METRO TITLE

BOUNDARY LINE AGREEMENT

This Agreement (the "Agreement") is made this 19 day of March, 2018, by and between STONEFIELD, INC., a Nevada corporation, hereinafter referred to as "Stonefield", whose address is 355 Boxington Way, Sparks, NV 89434 and EDINBURGH PROPERTIES, L.L.C., a Utah limited liability company, hereinafter referred to as "Edinburgh", whose address is 223 West 700 South, Suite 200, Salt Lake City, Utah 84101.

RECITALS

1. Stonefield is the owner in fee simple of the following described two parcels of real property, situated in Weber County, State of Utah, hereinafter referred to as the "Stonefield Parcels", and being more particularly described as follows:

Part of Block 25, Lake View Addition, Ogden City, Weber County, Utah: Beginning at a point 76 feet West and 139 feet Southwesterly along Block line from the Northeast corner of said Block 25; running thence Southwesterly along Block line 100 feet to the Southwest corner of said Block 25; thence Southeasterly along Block line 210 feet; thence East 59 feet; thence North 110 feet; thence Northwesterly to place of beginning.

Beginning at a point 687 feet South and 1129 feet West and 129.95 feet South of the Monument at 36th Street and Washington Blvd.; which point is 129.95 feet South of the Northeast corner of Block 25, Lake View Addition, Ogden City, Weber County, Utah; running thence South 167.05 feet to the Southeast corner of said Block 25; thence East 66 feet; thence North 167.05 feet to a point East from the place of beginning; thence West 66 feet to the point of beginning.

2. Edinburgh is the owner in fee simple of the following described three parcels of real property, also described by survey as combined into one description, situated in Weber County, State of Utah, hereinafter referred to as the "Edinburgh Parcels", and being more particularly described as follows:

PARCEL 1: 05-136-0041

Part of the Southeast Quarter of Section 5, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point which is North 20.61 chains and West 1757.72 feet and South 165 feet and West 330.52 feet and North 13° East 28.47 feet from the Southeast

corner of said Quarter Section; and running thence North 13° East 442.11 feet; thence North 52° West 38.46 feet, more or less, to boundary line fence as described in that certain agreement recorded in the office of the Weber County Recorder on March 29, 1974 as Entry No. 612108; thence South 12°58'19" West 386.90 feet along said fence; thence North 52° West 4.8 feet to property of Frontiers West, Inc.; thence South 12°15' West 55.51 feet; thence South 52° East 42.23 feet, more or less, to the place of beginning.

PARCEL 2: 05-136-0027

Part of the Southeast Quarter of Section 5, Township 5 North, Range 1 West, Salt Lake Meridian, U.S. Survey: Beginning at a point 22 chains West and South 38° West 1108.8 feet and South 52° East 165 feet and South 12°15' West 388.57 feet from Northeast corner of said Southeast Quarter; and running thence South 12°15' West 55.51 feet; thence North 52° West 179.08 feet; thence North 15°21' East 54.31 feet to a point North 52° West of point of beginning; thence South 52° East 175.86 feet to the point of beginning.

PARCEL 3: 05-136-0010

Part of the Southeast Quarter of Section 5, Township 5 North, Range 1 West, Salt Lake Meridian U.S. Survey: Beginning at a point North 20.61 chains and West 1627.53 feet from the Southeast corner of said Quarter Section and running thence West 130.19 feet; thence South 165 feet; thence West 330.52 feet; thence North 13° East 470.58 feet; thence East 138.6 feet; thence North 53° East to the South line of Lot 17, Block 26, Lakeview Addition Subdivision; thence East to the West line of Grant Avenue; thence South 0°58' West 326.70 feet to the point of beginning. Excepting that portion thereof, if any, which lies South of a line which is 13 feet North of and parallel to the South line of 38th Street extended West from Washington Blvd.

Subject to right of way: Beginning at a point North 20.61 chains and West 1627.53 feet from the Southeast corner of said Quarter Section and running thence North 0°58' East 66 feet; thence West 50.19 feet; thence South 0°58' West 66 feet; thence East to the point of beginning.

Parcels 1, 2 and 3 as surveyed:

A part of the Southeast Quarter of Section 5, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the West line of Grant Avenue, said point being 1361.65 feet North 0°58'58" East and 1630.14 feet North 89°37'02" West from the Southeast Corner of said Section 5; and running thence North 89°37'02" West 139.95 feet; thence South 0°22'58" West 165.02 feet; thence North 89°37'02" West 330.52 feet; thence North 13°22'58" East 28.62 feet; thence North 51°37'02" West 225.52 feet to the Southerly right of way line of Chimes View

Circle; thence along said Southerly right of way line, the following two (2) courses; North 16°01'26" East 46.26 feet to a point of curvature along the arc of a 176.09 foot radius curve to the left, through a central angle of 02°33'48", a distance of 7.88 feet; thence South 51°37'02" East 184.71 feet to the West edge of a 10 inch concrete wall with a fence on top as described in an Agreement recorded in the Office of the Weber County Recorders Office on March 29, 1974, as Entry No. 612108; thence North 13°21'17" East along said wall, 386.90 feet; thence South 51°37'02" East 38.46 feet; thence South 89°37'02" East 138.40 feet; thence North 53°27'58" East 54.92 feet to the South line of Lot 17, Block 26, LAKEVIEW ADDITION TO SOUTH OGDEN CITY, Weber County, Utah; thence South 88°43'53" East 187.32 feet to the West right of way line of Grant Avenue; thence South 01°16'07" West 323.65 feet along said line to the point of beginning.

3. The Stonefield Parcels lie immediately to the North of the Edinburgh Parcels.

4. The exact location of the boundary between the Stonefield Parcels and the Edinburgh Parcels is currently uncertain. In order to eliminate any confusion and to forever determine the issue of the common boundary line between the Stonefield Parcels and the Edinburgh Parcels, the undersigned parties desire to establish said boundary line as illustrated on the Boundary Line Agreement Exhibit attached hereto and incorporated herein by reference (the "Parcel Map").

NOW, THEREFORE, in consideration of the above premises, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and for the purpose of permanently establishing the common legal and physical boundary line between the parcels described herein in accordance with Utah Code Annotated 57-1-45, it is hereby agreed as follows:

5. The Southerly boundary line of the Stonefield Parcels and the Northerly boundary line of the Edinburgh Parcels shall be hereafter described as follows:

A line located in the Southeast Quarter of Section 5, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point North 20.61 chains and West 1757.72 feet and South 165 feet and West 330.52 feet and North 13deg. East 28.47 feet and North 13deg. East 442.11 feet and North 52deg. West 38.46 feet, more or less, to boundary line fence as described in that certain agreement recorded in the office of the Weber County Recorder on March 29, 1974 as Entry No. 612108 from the Southeast corner of said quarter section; and running thence South 52deg. East 38.46 feet, more or less, to a point which is North 20.61 chains and West 1627.53 feet and West 130.19 feet and South 165 feet and West 330.52 feet and North 13deg. East 470.58 feet from the Southeast corner of said quarter section; and continuing thence East 121.06 feet to the point of terminus.

Said line also described by McNeil Engineering and Land Surveying dated September 17, 2003 as Project No. 230365 and being located in the Southeast Quarter of Section 5, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point 1361.65 feet North 0deg.58'58" East and 1630.14 feet North 89deg.37'02" West, to a point on the West line of Grant Avenue, and 139.95 feet North 89deg.37'02" West and 165.02 feet South 0deg.22'58" West and 330.52 feet North 89deg.37'02" West and 28.62 feet North 13deg.22'58" East and 225.52 feet North 51deg.37'02" West, to the Southerly right of way line of Chimes View Circle, and along said Southerly right of way line the following two (2) courses: 46.26 feet North 16deg.01'26" East to a point of curvature along the arc of a 176.09 foot radius curve to the left through a central angle of 02deg.33'48" a distance of 7.88 feet and 184.71 feet South 51deg.37'02" East, to the West edge of a 10 inch concrete wall with a fence on top as described in an agreement recorded in the Office of the Weber County Recorder's Office on March 29, 1974, as Entry No. 612108, and 386.90 feet North 13deg.21'17" East, along said wall, from the Southeast corner of said Section 5; and running thence South 51deg.37'02" East 38.46 feet; thence South 89deg.37'02" East 121.06 feet to the point of terminus.

In the event of any conflict between the two descriptions of the common legal and physical boundary line between the Stonefield Parcels and the Edinburgh Parcels, it is the intent of the parties to this Agreement that the Northerly line of the parcels held by Edinburgh Properties, LLC, as contained in that Warranty Deed recorded October 1, 2003 as Entry No. 1979060, shall be controlling.

6. In order to effectuate this agreement, Stonefield hereby releases, remises, and quit-claims to Edinburgh all of its right, title, and interest in and to any real property lying immediately to the South of the common boundary line described above; and Edinburgh hereby releases, remises, and quit-claims to Stonefield all of its right, title, and interest in and to any real property lying immediately to the North of the common boundary line described above.

7. As shown on the Parcel Map: (a) a building and fence presently encroach from the Stonefield Parcels onto the Edinburgh Parcels; and (b) a fence presently encroaches from the Edinburgh Parcels on to the Stonefield Parcels (collectively the "Encroaching Improvements").

8. Edinburgh grants Stonefield, its successors and assigns (collectively the "Stonefield Parties") the following licenses, which shall bind and run with the Edinburgh Parcels: (a) a license to leave each Encroaching Improvement in place in its current form and location until a Stonefield Party is ready to remove that Encroaching Improvement; and (b) a license to enter the northernmost 20 feet of the Edinburgh Parcels to inspect, access, maintain and repair (but not to rebuild or to expand), demolish and remove the Encroaching Improvements in such order as a Stonefield Party elects (the "Removal"). The Stonefield Parties shall be responsible to maintain Encroaching Improvements on the Stonefield Parcels until they are removed, and Edinburgh shall have no responsibility therefor. The Stonefield Party making the Removal: (i) shall promptly pay all costs (the "Costs") of the Removal; (ii) shall leave the Edinburgh Parcels in good condition and reasonably level with the surrounding terrain after the Removal; (iii) shall indemnify and defend Edinburgh, at the expense of such Stonefield Party,

from: (A) any construction liens placed against the Edinburgh Parcels for such Stonefield Party's failure to pay the Costs and (B) any liability arising from the condition of or activities in such Encroaching Improvements; and (iv) shall cause any construction liens arising from the Removal to be removed promptly or bonded against, at the expense of such Stonefield Party. As soon as an Encroachment Improvement on the Edinburgh Parcels is removed, the foregoing licenses as to that Encroaching Improvement shall terminate automatically and without any further action by the parties; provided, however, that at the request of either party, the other party will join in signing and acknowledging a recordable document evidencing such termination.

9. To the extent that a fence encroaches from the Edinburgh Parcels onto the Stonefield Parcels: (a) Stonefield grants Edinburgh a license to maintain such fence (subject to the right of the Stonefield Parties to remove that fence at any time, at the cost and in the sole discretion of a Stonefield Party); and (b) Edinburgh shall not acquire any prescriptive rights between the common boundary line described in section 5 above and the fence. As soon as an Encroachment Improvement on the Stonefield Parcels is removed, the foregoing license as to that Encroaching Improvement shall terminate automatically and without any further action by the parties; provided, however, that at the request of either party, the other party will join in signing and acknowledging a recordable document evidencing such termination.


10. Nothing contained in sections 8 and 9 of this Agreement shall give a party the right to construct new improvements on the other party's parcels in place of Encroaching Improvements that are removed.

11. This Agreement: (a) burdens and benefits the Stonefield Parcels and the Edinburgh Parcels (collectively the "Parcels"); (b) is a covenant that runs with the land; (c) shall bind every person having any fee, leasehold or other interest in any portion of the Parcels at any time or from time to time; and (c) shall inure to the benefit of and shall be binding upon the parties hereto, their respective successors and assigns and their respective tenants and subtenants. This instrument may be executed in counterpart originals, and signature pages from one counterpart may be detached and joined with another counterpart for the purpose of forming one original. This instrument shall not be effective until it is executed, acknowledged and delivered by each of Stonefield and Edinburgh. Upon reasonable request, the parties will take such further actions as are reasonably necessary to fulfill the intent of this Agreement. Each individual signing this Agreement in a representative capacity warrants his/her authority to bind the party.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the date hereinabove first mentioned.

"Stonefield"

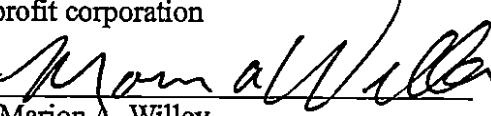
STONEFIELD, INC., a Nevada corporation

By: 
Its: PRESIDENT GARY NELSON

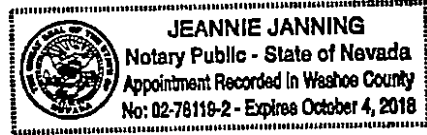
"Edinburgh"

EDINBURGH PROPERTIES, L.L.C., a
Utah limited liability company

By its Managing Member, Western Region
Nonprofit Housing Corporation, a Utah
nonprofit corporation

By: 
Marion A. Willey
Its: President

State of Nevada)



) .ss

County of Washoe)

On the 26th day of March, 2018, personally appeared before me Gary Nelson, the signer of the within and foregoing instrument, who duly acknowledged to me that he executed the same, on behalf of Stonefield, Inc., a Nevada corporation.

Jeannie Janning
NOTARY PUBLIC
My commission expires:
Residing in:

State of UTAH)

) .ss

County of SALT LAKE)

On the 17 day of MARCH, 2018, personally appeared before me MARION A. WILLEY President of Western Region, the signer of the within and foregoing instrument, who duly acknowledged to me that he executed the same, on behalf of Edinburgh Properties, L.L.C., a Utah limited liability company.

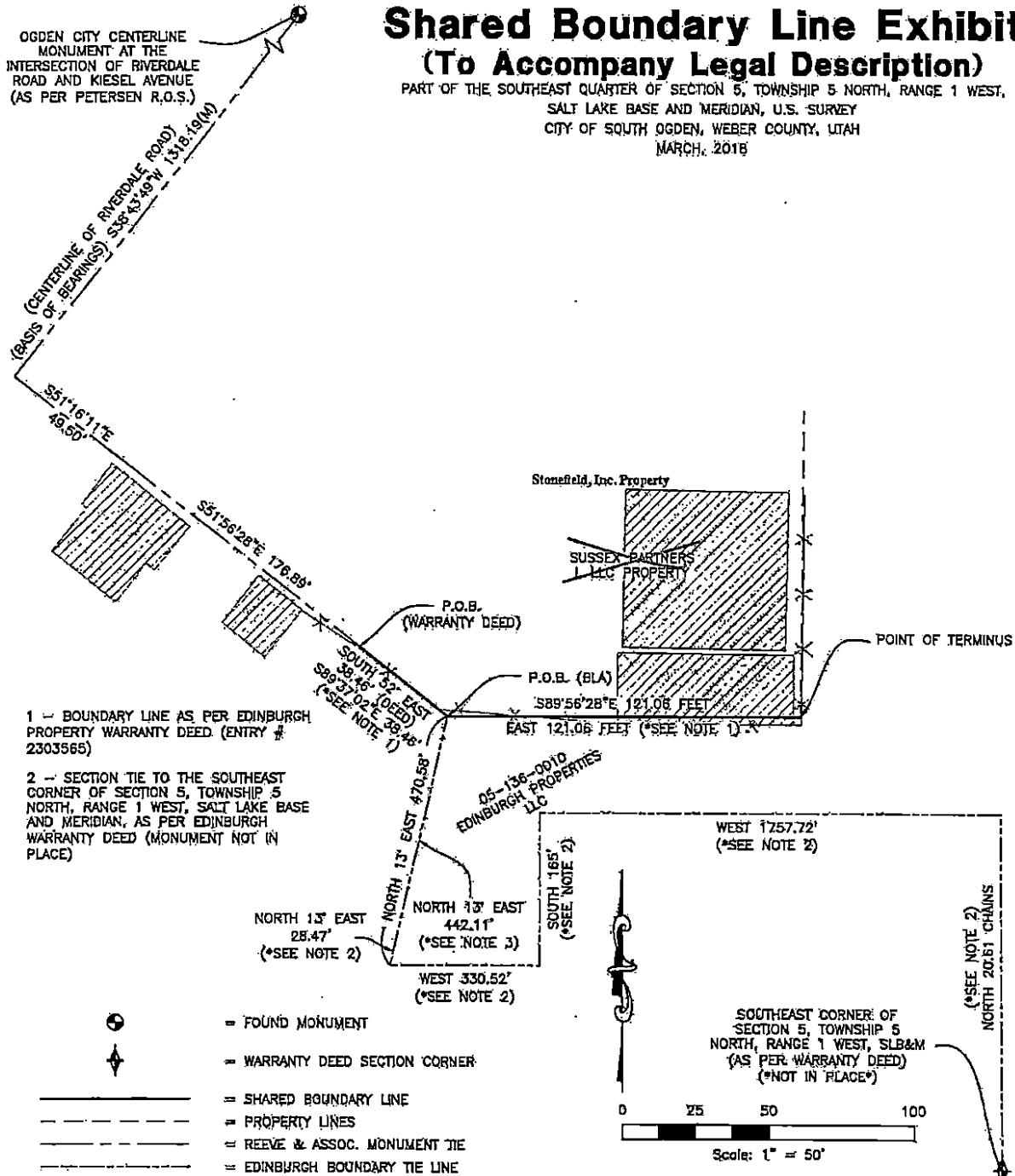


David E. Johnson
NOTARY PUBLIC
My commission expires:

Residing in Salt Lake City,
UTAH

Shared Boundary Line Exhibit (To Accompany Legal Description)

PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 5 NORTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
CITY OF SOUTH OGDEN, WEBER COUNTY, UTAH
MARCH, 2018



Reeve & Associates, Inc.

5160 S 1500 W, RIVERDALE, UTAH 84405
 TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve-assoc.com
 (LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
 TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS)

Project Info.

Designer: D. CAVE
 Date: 3-1-2018
 Name: EDINBURGH PROPERTY
 Number: 6814-02
 Scale: 1"=50'