

When Recorded, Mail To:

Jessica Rancie  
Kirton McConkie  
50 E. South Temple, Suite 400  
Salt Lake City, UT 84111

Tax Parcel No: 23:031:0080, 23:031:0083, and 26:041:0044

(Space Above for Recorder's Use)

## **BOUNDARY LINE ADJUSTMENT**

THIS BOUNDARY LINE ADJUSTMENT (this "**Agreement**") is entered into as of the 21st day of July, 2015 (the "**Effective Date**"), by and between PROPERTY RESERVE, INC., a Utah nonprofit corporation ("**PRI**"), and CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole ("**CPB**"). PRI and CPB are each referred to herein singularly as a "**Party**" and collectively as the "**Parties**" with respect to the following:

### **RECITALS**

A. PRI owns one tax parcel (parcel 23:031:0080) of real property located in Utah County, Utah (collectively, the "**Existing PRI Parcel**"), more particularly described on Exhibit 1 attached hereto and incorporated herein by this reference.

B. CPB owns one tax parcel (parcel 23:031:0083) of real property located in Utah County, Utah (the "**Existing CPB Parcel One**"), more particularly described on Exhibit 2, attached hereto and incorporated herein by this reference.

C. CPB owns a second tax parcel (parcel 26:041:0044) of real property located in Utah County, Utah (the "**Existing CPB Parcel Two**"), more particularly described on Exhibit 3, attached hereto and incorporated herein by this reference.

C. The Existing PRI Parcel and the Existing CPB Parcels are sometimes referred to herein collectively as the "**Existing Parcels.**"

D. Without effectuating a subdivision or creating any new tax parcels, the Parties have now agreed to adjust the common boundary lines between the Existing Parcels, subject to the terms and conditions of this Agreement.

### **TERMS AND CONDITIONS**

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. Recitals. The Parties hereto incorporate the above Recitals herein by this reference.

2. Reconfiguration of the Existing Parcels. The Parties hereby reconfigure the Existing Parcels as follows:

(a) tax parcel 23:031:0080 of the Existing PRI Parcel is reconfigured to the legal description set forth on Exhibit 4 (“**New PRI Parcel**”); and

(b) tax parcel 23:031:0083 of the Existing CPB Parcel One is reconfigured to the legal description set forth on Exhibit 5 (“**New CPB Parcel One**”); and

(c) tax parcel 26:041:0044 of the Existing CPB Parcel Two is reconfigured to the legal description set forth on Exhibit 6 (“**New CPB Parcel Two**”).

The New PRI Parcel, the New CPB Parcel One, and the New CPB Parcel Two shall hereinafter be referred to individually as a “**New Parcel**” and collectively as the “**New Parcels.**”

3. Conveyance of Title. CPB hereby quitclaims to PRI, any and all real property originally a part of the Existing CPB Parcel One and Existing CPB Parcel Two that, as of the date of this Agreement, is a part of the New PRI Parcel. PRI hereby quitclaims to CPB, any and all real property originally a part of the Existing PRI Parcel that, as of the date of this Agreement, is a part of the New CPB Parcel One and the New CPB Parcel Two. CPB hereby quitclaims to CPB, any and all real property originally a part of the Existing CPB Parcel One and Existing CPB Parcel Two that, as of the date of this Agreement, is a part of the New CPB Parcel One and the New CPB Parcel Two.

4. No Subdivision. The Parties hereto acknowledge that the purpose of this Agreement is to adjust the common boundary lines between the Parcels and not to undertake a subdivision or the creation of additional tax parcels. The Parties originally held title to three tax parcels and there remain three tax parcels subsequent to the adjustment of the boundaries provided herein. Furthermore, the Existing Parcels and the New Parcels cover the same total area.

5. Condition of the New Parcels. The Parties accept their respective New Parcel(s) and all aspects thereof in “AS IS,” “WHERE IS” condition, without warranties, either express or implied, “WITH ALL FAULTS,” including but not limited to both latent and patent defects. In connection with the foregoing, each Party hereto quitclaims to the other Party such easement rights, prescriptive or otherwise, that such Party may have to the other Party’s New Parcel(s).

6. Governmental Approvals. In the event any governmental or municipal approval is required or necessary to effectuate the intent of this Agreement, such as the preparation, filing and approval of a Lot Line Adjustment, the Parties agree to reasonably cooperate to obtain such approval, including signing any necessary or required applications or instruments.

7. Integration; Modification. This Agreement (including all Exhibits attached hereto) 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.

8. Duration; Rights Run With the Land; Binding Effect. This Agreement 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 New Parcel, or any portion of their respective New Parcel, 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 encumbrances, lien, judgment, easement, lease or other right affecting, the New Parcels, or any portion of the New Parcels, or any change of use, demolition, reconstruction, expansion or other circumstances.

9. Further Action. The Parties shall execute and deliver all documents, provide all information, take or forebear from all action as may be reasonably necessary or appropriate to achieve the purpose of this Agreement.

10. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

11. 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 provision herein contained. If such condition, covenant or other provision 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.

12. Recording. This Agreement shall be recorded with the Recorder's office of Utah County, State of Utah.

13. Counterparts. The Parties agree that this Agreement may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same instrument binding all of the Parties hereto, notwithstanding that all of the Parties may not have executed the original or the same counterparts. For all purposes, including without limitation, recordation, filing and delivery of this Agreement, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

*[signatures and acknowledgements to follow]*

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first above given.

PRI:

PROPERTY RESERVE, INC., a Utah nonprofit corporation

By: *Mark B. Gibbons*  
Name: Mark B. Gibbons  
Its: President

STATE OF UTAH )  
:SS  
COUNTY OF SALT LAKE )

On this 18<sup>th</sup> day of June, 2015, personally appeared before me Mark B. Gibbons, personally known to me to be an President of **PROPERTY RESERVE, INC., a Utah nonprofit corporation**, who acknowledged before me that he signed the foregoing instrument as President for **PROPERTY RESERVE, INC., a Utah nonprofit corporation**, and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.

*[Signature]*

Notary Public for the  
State of Utah



[further signatures and acknowledgements to follow]

CPB:

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole

By: [Signature]  
Name: Mark B. Gibbons  
Its: Authorized Agent

STATE OF UTAH )  
:SS  
COUNTY OF SALT LAKE)

On this 18<sup>th</sup> day of June, 2015, personally appeared before me Mark B. Gibbons, personally known to me to be an President of CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, who acknowledged before me that he signed the foregoing instrument as president for CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.

[Signature]

Notary Public for the State of Utah



WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

**EXHIBIT 1**

[Legal Description of the Existing PRI Parcel]

Real property located in Utah County, State of Utah, and more particularly described as follows:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 7 SOUTH, THE SOUTHWEST QUARTER OF SECTION 32 TOWNSHIP 7 SOUTH, AND THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 8 SOUTH, ALL IN RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY EXTENSION OF AN EXISTING FENCE AS DESCRIBED IN BOUNDARY LINE AGREEMENT DATED APRIL 29, 1999 AND RECORDED IN BOOK 5074 AT PAGE 712 OF THE UTAH COUNTY RECORDS, SAID POINT BEING NORTH 00° 13' 38" WEST 116.38 FEET ALONG THE SECTION LINE AND NORTH 89° 56' 44" WEST 331.02 FEET FROM THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID FENCE SOUTH 89° 56' 44" EAST 1261.72 FEET; THENCE ALONG SAID FENCE SOUTH 00° 43' 00" EAST 672.86 FEET TO AN EXISTING FENCE AS DESCRIBED IN ANOTHER BOUNDARY LINE AGREEMENT DATED DECEMBER 30, 1991 AND RECORDED IN BOOK 2871 AT PAGE 288 OF SAID RECORDS; THENCE ALONG SAID FENCE NORTH 89° 50' 32" EAST 499.97 FEET; THENCE ALONG SAID FENCE SOUTH 13° 41' 15" EAST 7.71 FEET; THENCE ALONG SAID FENCE NORTH 88° 50' 39" EAST 170.38 FEET; THENCE ALONG SAID FENCE SOUTH 89° 38' 17" EAST 700.12 FEET TO THE CENTERLINE OF A 4 ROD WIDE COUNTY ROAD; THENCE ALONG SAID CENTERLINE NORTH 00° 24' 55" EAST 293.92 FEET; THENCE PERPENDICULAR TO SAID CENTERLINE NORTH 89° 35' 05" WEST 723.0 FEET; THENCE PARALLEL WITH SAID CENTERLINE NORTH 00° 24' 55" EAST 661.41 FEET; THENCE PERPENDICULAR TO SAID CENTERLINE SOUTH 89° 35' 05" EAST 28.00 FEET; THENCE PARALLEL WITH SAID CENTERLINE NORTH 00° 24' 55" EAST 331.70 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 400 SOUTH STREET AS ACQUIRED BY THE STATE ROAD COMMISSION OF UTAH PROJECT NO. S-0209(I); THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH 87° 46' 57" WEST 10.20 FEET TO A POINT OF CURVATURE ON A 22868.31 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE AND SOUTH RIGHT-OF-WAY LINE 735.06 FEET THROUGH A CENTRAL ANGLE OF 1° 50' 30"; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH 89° 37' 27" WEST 1214.03 FEET TO A POINT 33.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE CENTERLINE OF THE UTAH SOUTHERN RAILROAD; THENCE PARALLEL WITH SAID CENTERLINE SOUTH 00° 12' 33" EAST 635.92 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED UNDER QUIT CLAIM DEED RECORDED MARCH 16, 2006 AS ENTRY NO. 30906:2006 OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED SOUTH 88° 34' 56" WEST ALONG THE SECTION LINE 362.90 FEET AND NORTH 9.85 FEET FROM THE NORTH QUARTER CORNER OF SECTION 5, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89° 35' 05" EAST 45.99 FEET; THENCE SOUTH 626.79 FEET; THENCE NORTH 89° 35' 04" WEST 50.54 FEET; THENCE NORTH 00° 24' 56" EAST 626.77 FEET; TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THAT PORTION CONVEYED TO SPRINGVILLE CITY BY QUIT CLAIM DEED RECORDED MARCH 16, 2006 AS ENTRY NO. 30906:2006 OF OFFICIAL RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED SOUTH 88° 34' 56" WEST ALONG THE SECTION LINE 362.90 FEET AND NORTH 9.85 FEET FROM THE NORTH QUARTER CORNER OF SECTION 5, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89° 35' 05" EAST 45.99 FEET; THENCE SOUTH 626.79 FEET; THENCE NORTH 89° 35' 04" WEST 50.54 FEET; THENCE NORTH 00° 24' 56" EAST 626.77 FEET; TO THE POINT OF BEGINNING.

*Ck by JJB 17 June 2015*

**EXHIBIT 2**

[Legal Description of the Existing CPB Parcel One]

Real property located in Utah County, State of Utah, and more particularly described as follows:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF AN EXISTING 4 ROD WIDE COUNTY ROAD, SAID POINT BEING SOUTH 88° 34' 55" WEST 329.45 FEET ALONG THE SECTION LINE AND NORTH 00° 24' 55" EAST 362.18 FEET ALONG SAID CENTERLINE FROM THE SOUTH QUARTER CORNER OF SECTION 32, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, SAID SOUTH QUARTER CORNER BEING NORTH 88° 34' 55" EAST 2645.56 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 32 AND RUNNING THENCE ALONG SAID CENTERLINE NORTH 00° 24' 55" EAST 281.24 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 400 SOUTH STREET AS ACQUIRED BY THE STATE ROAD COMMISSION OF UTAH PROJECT NO. S-0209(I); THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH 87° 46' 57" WEST 695.34 FEET; THENCE PARALLEL WITH SAID CENTERLINE SOUTH 00° 24' 55" WEST 303.11 FEET; THENCE PERPENDICULAR TO SAID CENTERLINE SOUTH 89° 35' 05" EAST 695.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THAT PORTION CONVEYED TO SPRINGVILLE CITY CORPORATION BY QUIT CLAIM DEED RECORDED AUGUST 21, 2006 AS ENTRY NO. 108095:2006 OF OFFICIAL RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE FOR THE WIDENING OF THE EXISTING ROADWAY 950 WEST STREET, KNOWN AS PROJECT NO. STP-9999 (806), BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE SOUTHEAST 1/4 SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 7 SOUTH, RANGE 3 EAST, S.L.B. & M. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING IN THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT AT A POINT 329.45 FEET SOUTH 88° 34' 55" WEST ALONG THE SECTION LINE AND 362.18 FEET NORTH 0° 24' 55" EAST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 32; AND RUNNING THENCE NORTH 0° 24' 55" EAST 281.24 FEET ALONG SAID EASTERLY BOUNDARY LINE TO THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE NORTH 87° 46' 57" WEST 76.46 FEET ALONG SAID NORTHERLY BOUNDARY LINE TO A POINT 58.15 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE A LINE (950 WEST STREET) CENTERLINE OF SAID PROJECT AT ENGINEER STATION 10+51.36A; THENCE SOUTHEASTERLY 41.74 FEET ALONG THE ARC OF A 30.00-FOOT RADIUS CURVE TO THE RIGHT (NOTE: CHORD TO SAID CURVE BEARS SOUTH 39° 26' 39" EAST FOR A DISTANCE OF 38.46 FEET) TO A POINT 33.50 FEET PERPENDICULARLY DISTANT WESTERLY FROM SAID CENTERLINE AT ENGINEER STATION 10+21.84A; THENCE SOUTH 0° 24' 55" WEST



254.13 FEET ALONG A LINE PARALLEL TO SAID CENTERLINE TO THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE SOUTH 89° 35' 05" EAST 51.77 FEET ALONG SAID SOUTHERLY BOUNDARY LINE TO THE POINT OF BEGINNING.

*Ck by JJB 17 June 2015*

**EXHIBIT 3**

[Legal Description of Existing CPB Parcel Two]

Real property located in Utah County, State of Utah, and more particularly described as follows:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 7 SOUTH, AND THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 8 SOUTH, ALL IN RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF AN EXISTING 4 ROD WIDE COUNTY ROAD, SAID POINT BEING SOUTH 88° 34' 55" WEST 329.45 FEET ALONG THE SECTION LINE FROM THE SOUTH QUARTER CORNER SECTION 32, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, SAID SOUTH QUARTER CORNER BEING NORTH 88° 34' 55" EAST 2645.56 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 32 AND RUNNING THENCE ALONG SAID CENTERLINE SOUTH 00° 24' 55" WEST 327.82 FEET; THENCE PERPENDICULAR TO SAID CENTERLINE NORTH 89° 35' 05" WEST 723.00 FEET; THENCE PARALLEL WITH SAID CENTERLINE NORTH 00° 24' 55" EAST 661.41 FEET; THENCE PERPENDICULAR TO SAID CENTERLINE SOUTH 89° 35' 05" EAST 28.00 FEET; THENCE PARALLEL WITH SAID CENTERLINE NORTH 00° 24' 55" EAST 28.59 FEET; THENCE PERPENDICULAR TO SAID CENTERLINE SOUTH 89° 35' 05" EAST 695.00 FEET TO SAID CENTERLINE; THENCE ALONG SAID CENTERLINE SOUTH 00° 24' 55" WEST 362.18 FEET TO THE POINT OF BEGINNING.

*Ck by JJB 17 June 2015*

**EXHIBIT 4****[Legal Description of New PRI Parcel]**

Real property located in Utah County, State of Utah, and more particularly described as follows:

A parcel of land located in the Southeast Quarter of Section 31, Township 7 South, the Southwest Quarter of Section 32, Township 7 South, and the Northwest Quarter of Section 5, Township 8 South, all in Range 3 East Salt Lake Base and Meridian, Utah County, Utah described as follows:

Beginning at a point on the Westerly extension of an existing fence as described in Boundary Line agreement dated April 29, 1999 and recorded in Book 5074 at Page 712 of the Utah County Records, said point being North 0°13'38" West 116.38 feet along the Section Line and North 89°56'44" West 331.02 feet from the Southeast Corner of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian; and running thence along said fence South 89°56'44" East 1261.72 feet; thence along said fence South 00°43'00" East 672.86 feet to an existing fence as described in another Boundary Line Agreement dated December 30, 1991 and recorded in Book 2871 at Page 288 of said records, thence along said fence North 89°50'32" East 499.97 feet; thence along said fence South 13°41'15" East 7.71 feet; thence along said fence North 88°50'39" East 46.90 feet to the West Line of 700 West Street as dedicated; thence North 0°00'17" East 48.35 feet along said West Line to the North Line of future 700 South Street as it is to exist at 29.50 foot half-width; thence South 89°59'43" East 227.39 feet along said North Line; thence North 0°00'17" East 250.00 feet; thence North 89°59'43" West 415.81 feet; thence North 0°00'17" East 191.00 feet; thence North 89°59'43" West 254.00 feet to the Westerly Line of future 1200 West Street as it is to exist at 33.00 foot half-width; thence along the Westerly Line of future 1200 West Street the following five courses: North 0°00'17" East 127.86 feet to a point of curvature; Northwesterly along the arc of a 917.00 foot radius curve to the left a distance of 195.85 feet (Central Angle equals 12°14'13" and Long Chord bears North 6°06'49" West 195.48 feet) to a point of reverse curvature; Northwesterly along the arc of a 983.00 foot radius curve to the right a distance of 222.60 feet (Central Angle equals 12°58'29" and Long Chord bears North 5°44'41" West 222.13 feet); North 0°03'11" East 249.16 feet; and Northwesterly along the arc of a 28.00 foot radius curve to the left a distance of 14.23 feet (Center bears North 89°15'26" West, Central Angle equals 29°07'16" and Long Chord bears North 13°49'04" West 14.08 feet) to a point on the Southerly Line of 400 South Street as it exists at 60.0 foot half-width; thence along said Southerly Line the following two courses: Westerly along the arc of a 22,858.31 foot radius curve to the left a distance of 118.44 feet (Center bears South 0°37'44" West, Central Angle equals 0°17'49" and Long Chord bears North 89°31'11" West 118.44 feet); and North 89°40'05" West 1214.12 feet; thence South 0°12'33" East 624.32 feet to the point of beginning.

***Ck by JJB 18 June 2015***

**Contains 1,144,121 sq. ft.  
or 26.265 acres**

**EXHIBIT 5**

[Legal Description of New CPB Parcel One]

Real property located in Utah County, State of Utah, and more particularly described as follows:

A part of the Southwest Quarter of Section 32, Township 7 South, Range 3 East and the Northwest Quarter of Section 5, Township 8 South, Range 3 East, Salt Lake Base and Meridian, U.S. Survey in Utah County, Utah:

Beginning at a point 1045.28 feet North 88°34'40" East along the Section Line from the Southwest Corner of said Section 32; and running thence along the Westerly Line of future 1200 West Street the following five courses: North 0°00'17" East 28.83 feet to a point of curvature; Northwesterly along the arc of a 917.00 foot radius curve to the left a distance of 195.85 feet (Central Angle equals 12°14'13" and Long Chord bears North 6°06'49" West 195.48 feet) to a point of reverse curvature; Northwesterly along the arc of a 983.00 foot radius curve to the right a distance of 222.60 feet (Central Angle equals 12°58'29" and Long Chord bears North 5°44'41" West 222.13 feet); North 0°03'11" East 249.16 feet; and Northwesterly along the arc of a 28.00 foot radius curve to the left a distance of 14.23 feet (Center bears North 89°15'26" West, Central Angle equals 29°07'16" and Long Chord bears North 13°49'04" West 14.08 feet) to a point on the Southerly Line of 400 South Street as it exists at 60.0 foot half-width; thence along said Southerly Line the following two courses: Easterly along the arc of a 22,858.31 foot radius curve to the right a distance of 616.27 feet (Center bears South 0°37'44" West, Central Angle equals 1°32'41" and Long Chord bears South 88°35'56" East 616.25 feet); and South 87°49'34" East 632.97 feet; thence Southeasterly along the arc of a 15.00 foot radius curve to the right a distance of 23.09 feet (Center bears South 2°11'08" West, Central Angle equals 88°12'50" and Long Chord bears South 43°42'27" East 20.88 feet); thence along the Westerly Line of 950 West Street as it exists at 33.50 foot half-width the following five courses: South 0°24'40" West 349.87 feet to a point of curvature; Southeasterly along the arc of a 533.50 foot radius curve to the left a distance of 75.01 feet (Central Angle equals 8°03'20" and Long Chord bears South 3°37'00" East 74.95 feet) to a point of tangency; South 7°38'40" East 105.27 feet to a point of curvature; Southeasterly along the arc of a 466.50 foot radius curve to the right a distance of 65.59 feet (Central Angle equals 8°03'20" and Long Chord bears South 3°37'00" East 65.53 feet) to a point of tangency; and South 0°24'40" West 248.61 feet; thence North 89°59'43" West 304.00 feet; thence South 0°00'17" West 100.00 feet; thence North 89°59'43" West 677.41 feet; thence North 0°00'17" East 191.00 feet; thence North 89°59'43" West 254.00 feet to the Westerly Line of future 1200 West Street as it is to exist at 33.00 foot half-width; thence North 0°00'17" East 99.04 feet along said Westerly Line to the point of beginning.

***Ck by JJB 22 June 2015***

**Contains 1,141,907 sq. ft.  
or 26.215 acres**

**EXHIBIT 6**

[Legal Description of New CPB Parcel Two]

Real property located in Utah County, State of Utah, and more particularly described as follows:

A part of the Northwest Quarter of Section 5, Township 8 South, Range 3 East, Salt Lake Base and Meridian, U.S. Survey in Utah County, Utah:

Beginning at a point on the West Line of 950 West Street located 2282.64 feet North 88°34'40" East along the Section Line to said West Line, and 220.86 feet South 0°24'00" West along said West Line from the Northwest Corner of said Section 5; and running thence South 0°24'40" West along the Westerly Line of 950 West Street 335.11 feet to a point of curvature; thence Southwesterly along the arc of a 15.00 foot radius curve to the right a distance of 23.46 feet (Central Angle equals 89°35'37" and Long Chord bears South 45°12'29" West 21.14 feet) to a point of tangency on the North Line of future 700 South Street as it is to exist at 29.50 foot half-width; thence North 89°59'43" West 548.22 feet along said North Line; thence North 0°00'17" East 250.00 feet; thence South 89°59'43" East 261.60 feet; thence North 0°00'17" East 100.00 feet; thence South 89°59'43" East 304.00 feet to the point of beginning.

***Ck by JJB 18 June 2015***

**Contains 171,318 sq. ft.  
or 3.933 acres**



**SPRINGVILLE CITY**  
 COMMUNITY DEVELOPMENT DEPARTMENT  
 PLANNING DIVISION  
 110 SOUTH MAIN STREET  
 SPRINGVILLE, UT 84663  
 OFFICE 801.491.7861  
 FAX 801.489.2716  
 www.springville.org

**LOT LINE ADJUSTMENT APPLICATION**

**Staff Use Only**  
 Date: 6/18/2015 Zone: CC Applic # \_\_\_\_\_

The following checklist is to be used to assist you in relocating a property boundary line between two adjoining lots within the same subdivision, with the consent of the owners of record.

**Checklist**

- The names and addresses of all property owners of record of the entire subdivision where the adjustment is taking place.
- A copy of the proposed deed(s) of the two lots as they would exist if the lot line adjustment is approved.
- The signatures indicating consent to the proposed change by all of the property owners of record where the lot line adjustment will occur.
- The proposed original deed(s) effecting the lot line adjustment (using the deed form provided by the city).
- The application fee in the amount of **\$25.00**

**When to be used**  
**The lot line adjustment can only be used if:**

- A. No new dwelling lot or housing unit results from the proposed lot line adjustment;
- B. The adjoining real property owners that are subject to the lot line adjustment consent to the proposed adjustment, and have signed the deed, to be recorded at the Utah County Recorder's office, effectuating said lot line;
- C. The lot line adjustment does not result in remnant land that did not previously exist; and
- D. The adjustment does not result in violation of applicable zoning requirements

**Application**

I/We, Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints and Property Reserve, Inc., the undersigned petitioners, petition for a lot line adjustment for two lots located at 400 South and 950 West, Springville, Utah, referred as Lots #(s)      and      in the      Subdivision, as shown on the accompanying map.

<u>Mark Gibbons</u> Petitioner Signature	<u>50 E. North Temple, 12th Floor, Salt Lake City, Utah 84101</u> Address	<u>801-240-1000</u> Phone	<u>6/18/15</u> Date	<u>    </u> E-mail
<u>    </u> Petitioner Signature	<u>51 South Main, Suite 301, Salt Lake City, Utah 84111</u> Address	<u>801-321-8700</u> Phone	<u>6/18/15</u> Date	<u>    </u> E-mail
<u>    </u> Petitioner Signature	<u>    </u> Address	<u>    </u> Phone	<u>    </u> Date	<u>    </u> E-mail
<u>    </u> Petitioner Signature	<u>    </u> Address	<u>    </u> Phone	<u>    </u> Date	<u>    </u> E-mail

(see other side)

**City Use Only**

CONDITIONS OF APPROVAL:

APPROVED:

Jeffrey Aegerter 7-21-2015  
Community Development Director or Director's Designee Date

\_\_\_\_\_  
City Engineer Date

\_\_\_\_\_  
City Attorney Date

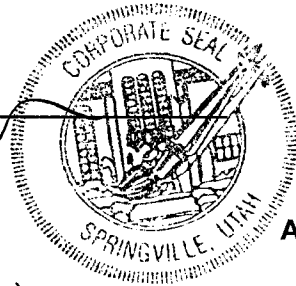
SPRINGVILLE CITY APPROVAL

This lot line adjustment effected in the above deed(s) is hereby approved by the Community Development Director or Director's Designee of Springville City, in accordance with Springville City Ordinance and the requirements of State law, this 21<sup>st</sup> day of July, 2015

SPRINGVILLE CITY, a Utah Municipal Corporation

ATTEST:

[Signature]  
City Recorder



By Jeffrey Aegerter  
Community Development Director or Director's Designee

ACKNOWLEDGMENT

STATE OF UTAH )  
                          :SS  
COUNTY OF UTAH)

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, personally appeared before me \_\_\_\_\_, Community Development Director or Director's Designee, and \_\_\_\_\_, City Recorder, the signer(s) of the foregoing instrument who duly acknowledged to me that they executed the same.

My Commission Expires: \_\_\_\_\_ NOTARY PUBLIC  
\_\_\_\_\_ Residing in \_\_\_\_\_ County,

**Smith's 271  
Southwesterly Remainder Parcel**

**June 17, 2015**

A parcel of land located in the Southeast Quarter of Section 31, Township 7 South, the Southwest Quarter of Section 32, Township 7 South, and the Northwest Quarter of Section 5, Township 8 South, all in Range 3 East Salt Lake Base and Meridian, Utah County, Utah described as follows:

Beginning at a point on the Westerly extension of an existing fence as described in Boundary Line agreement dated April 29, 1999 and recorded in Book 5074 at Page 712 of the Utah County Records, said point being North  $0^{\circ}13'38''$  West 116.38 feet along the Section Line and North  $89^{\circ}56'44''$  West 331.02 feet from the Southeast Corner of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian; and running thence along said fence South  $89^{\circ}56'44''$  East 1261.72 feet; thence along said fence South  $00^{\circ}43'00''$  East 672.86 feet to an existing fence as described in another Boundary Line Agreement dated December 30, 1991 and recorded in Book 2871 at Page 288 of said records, thence along said fence North  $89^{\circ}50'32''$  East 499.97 feet; thence along said fence South  $13^{\circ}41'15''$  East 7.71 feet; thence along said fence North  $88^{\circ}50'39''$  East 46.90 feet to the West Line of 700 West Street as dedicated; thence North  $0^{\circ}00'17''$  East 48.35 feet along said West Line to the North Line of future 700 South Street as it is to exist at 29.50 foot half-width; thence South  $89^{\circ}59'43''$  East 227.39 feet along said North Line; thence North  $0^{\circ}00'17''$  East 250.00 feet; thence North  $89^{\circ}59'43''$  West 415.81 feet; thence North  $0^{\circ}00'17''$  East 191.00 feet; thence North  $89^{\circ}59'43''$  West 254.00 feet to the Westerly Line of future 1200 West Street as it is to exist at 33.00 foot half-width; thence along the Westerly Line of future 1200 West Street the following five courses: North  $0^{\circ}00'17''$  East 127.86 feet to a point of curvature; Northwesterly along the arc of a 917.00 foot radius curve to the left a distance of 195.85 feet (Central Angle equals  $12^{\circ}14'13''$  and Long Chord bears North  $6^{\circ}06'49''$  West 195.48 feet) to a point of reverse curvature; Northwesterly along the arc of a 983.00 foot radius curve to the right a distance of 222.60 feet (Central Angle equals  $12^{\circ}58'29''$  and Long Chord bears North  $5^{\circ}44'41''$  West 222.13 feet); North  $0^{\circ}03'11''$  East 249.16 feet; and Northwesterly along the arc of a 28.00 foot radius curve to the left a distance of 14.23 feet (Center bears North  $89^{\circ}15'26''$  West, Central Angle equals  $29^{\circ}07'16''$  and Long Chord bears North  $13^{\circ}49'04''$  West 14.08 feet) to a point on the Southerly Line of 400 South Street as it exists at 60.0 foot half-width; thence along said Southerly Line the following two courses: Westerly along the arc of a 22,858.31 foot radius curve to the left a distance of 118.44 feet (Center bears South  $0^{\circ}37'44''$  West, Central Angle equals  $0^{\circ}17'49''$  and Long Chord bears North  $89^{\circ}31'11''$  West 118.44 feet); and North  $89^{\circ}40'05''$  West 1214.12 feet; thence South  $0^{\circ}12'33''$  East 624.32 feet to the point of beginning.

*Ck by JJB 18 June 2015*

**Contains 1,144,121 sq. ft.  
or 26.265 acres**



**Smith's 271  
Church Parcel****June 17, 2015**

A part of the Northwest Quarter of Section 5, Township 8 South, Range 3 East, Salt Lake Base and Meridian, U.S. Survey in Utah County, Utah:

Beginning at a point on the West Line of 950 West Street located 2282.64 feet North 88°34'40" East along the Section Line to said West Line, and 220.86 feet South 0°24'00" West along said West Line from the Northwest Corner of said Section 5; and running thence South 0°24'40" West along the Westerly Line of 950 West Street 335.11 feet to a point of curvature; thence Southwesterly along the arc of a 15.00 foot radius curve to the right a distance of 23.46 feet (Central Angle equals 89°35'37" and Long Chord bears South 45°12'29" West 21.14 feet) to a point of tangency on the North Line of future 700 South Street as it is to exist at 29.50 foot half-width; thence North 89°59'43" West 548.22 feet along said North Line; thence North 0°00'17" East 250.00 feet; thence South 89°59'43" East 261.60 feet; thence North 0°00'17" East 100.00 feet; thence South 89°59'43" East 304.00 feet to the point of beginning.

*Ck by JJB 18 June 2015*

**Contains 171,318 sq. ft.  
or 3.933 acres**

**Smith's 271  
Smith's Boundary and 1200 West**

**April 15, 2015  
Revised May 1, 2015**

A part of the Southwest Quarter of Section 32, Township 7 South, Range 3 East and the Northwest Quarter of Section 5, Township 8 South, Range 3 East, Salt Lake Base and Meridian, U.S. Survey in Utah County, Utah:

Beginning at a point 1045.28 feet North 88°34'40" East along the Section Line from the Southwest Corner of said Section 32; and running thence along the Westerly Line of future 1200 West Street the following five courses: North 0°00'17" East 28.83 feet to a point of curvature; Northwesterly along the arc of a 917.00 foot radius curve to the left a distance of 195.85 feet (Central Angle equals 12°14'13" and Long Chord bears North 6°06'49" West 195.48 feet) to a point of reverse curvature; Northwesterly along the arc of a 983.00 foot radius curve to the right a distance of 222.60 feet (Central Angle equals 12°58'29" and Long Chord bears North 5°44'41" West 222.13 feet); North 0°03'11" East 249.16 feet; and Northwesterly along the arc of a 28.00 foot radius curve to the left a distance of 14.23 feet (Center bears North 89°15'26" West, Central Angle equals 29°07'16" and Long Chord bears North 13°49'04" West 14.08 feet) to a point on the Southerly Line of 400 South Street as it exists at 60.0 foot half-width; thence along said Southerly Line the following two courses: Easterly along the arc of a 22,858.31 foot radius curve to the right a distance of 616.27 feet (Center bears South 0°37'44" West, Central Angle equals 1°32'41" and Long Chord bears South 88°35'56" East 616.25 feet); and South 87°49'34" East 632.97 feet; thence Southeasterly along the arc of a 15.00 foot radius curve to the right a distance of 23.09 feet (Center bears South 2°11'08" West, Central Angle equals 88°12'50" and Long Chord bears South 43°42'27" East 20.88 feet); thence along the Westerly Line of 950 West Street as it exists at 33.50 foot half-width the following five courses: South 0°24'40" West 349.87 feet to a point of curvature; Southeasterly along the arc of a 533.50 foot radius curve to the left a distance of 75.01 feet (Central Angle equals 8°03'20" and Long Chord bears South 3°37'00" East 74.95 feet) to a point of tangency; South 7°38'40" East 105.27 feet to a point of curvature; Southeasterly along the arc of a 466.50 foot radius curve to the right a distance of 65.59 feet (Central Angle equals 8°03'20" and Long Chord bears South 3°37'00" East 65.53 feet) to a point of tangency; and South 0°24'40" West 248.61 feet; thence North 89°59'43" West 304.00 feet; thence South 0°00'17" West 100.00 feet; thence North 89°59'43" West 677.41 feet; thence North 0°00'17" East 191.00 feet; thence North 89°59'43" West 254.00 feet to the Westerly Line of future 1200 West Street as it is to exist at 33.00 foot half-width; thence North 0°00'17" East 99.04 feet along said Westerly Line to the point of beginning.

*Ck by JJB 22 June 2015*

**Contains 1,141,907 sq. ft.  
or 26.215 acres**