

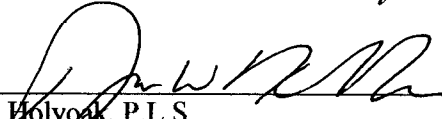
## SURVEYOR'S AFFIDAVIT

I, Jess W. Holyoak, a Licensed Professional Land Surveyor, holding certificate no. 4804857, as prescribed by the laws of the State of Utah, do hereby state that, by authority of the owners, I have preformed a survey of the Kearsley Property, located in the Southeast Quarter and the Southwest Quarter of Section 4, Township 3 North, Range 2 East, Salt Lake Base and Meridian, U.S. Survey, Morgan County, Utah, having Mountain Engineering job No. 17-51, filed on January 3, 2019 as record of survey No. ~~856~~ 836 *JWH*

From which survey, a Boundary Line Agreement was prepared between Douglas Kearsley & Joleen Kearsley and John Dickson and Thurston Ranch, L.L.C., recorded as entry no. 145307 in Bk. 345 Pg. 22 of Morgan County records. See Attached exhibit "A" *JWH*

An extra course is contained within the legal description of the afore mentioned document, being the second course after the commencement point, which states "Thence South 89°49'34" West 369.32 feet along the south line of the southeast quarter of said section 4 to a rebar and cap placed in an existing fence line". This course is not needed and should be omitted from the legal description.


Signed this 12<sup>th</sup> day of November, 2019

  
\_\_\_\_\_  
Jess W. Holyoak, P.L.S.

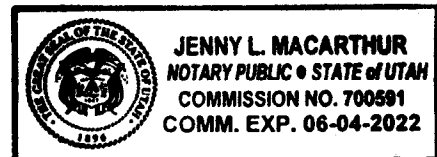
## ACKNOWLEDGEMENT

State of Utah )  
  )SS  
County of Morgan )

On the 12 day of November, 2019, personally before me, the undersigned notary public, Jess W. Holyoak, P.L.S., the signer of the above surveyor's affidavit, who duly acknowledged to me that he executed the same.

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

Residing at: MORGAN, UT  
My commission expires 06-04-2022



ESCROWCP

01-003-070-02, 00-0000-4513  
01-003-070-03, 00-0000-4521  
01-003-070-04, 00-0000-4539  
11-003-067-01, 00-0000-4463  
1-003-073, 00-0000-4703

E 145307 B.345 B.22 Bk 0355 Pg 1408  
Date 17-JUN-2018 02:39PM  
Fee: \$22.00 ACH  
Filed By: CB  
BRENDA NELSON, Recorder  
MORGAN COUNTY  
For: AMERICAN SECURE TITLE BRIGHAM CI  
Recorded Electronically by Simplifile

EXHIBIT 'A'

# BOUNDARY LINE AGREEMENT

THIS AGREEMENT, made and executed this 24 day of April, 2017, and between DOUGLAS KEARSLEY & JOLEEN KEARSLEY, hereinafter known as "KEARSLEY," and JOHN DICKSON, hereinafter known as "DICKSON," and THURSTON RANCH, LLC, hereinafter known as "THURSTON,"

WITNESSETH, THAT WHEREAS, KEARSLEY, DICKSON and THURSTON the parties hereto are the owners and possessors of adjacent parcels of land situated in MORGAN County, Utah, which tracts of land are separated by existing fence lines long recognized by the parties hereto as being the boundaries between their properties, which fence lines evidence the possessory line of the said parties, but which fence lines may not be necessarily on the record boundary line of each of the parties as the same boundary lines are set forth in the deed to each of the parties hereto; and

WHEREAS, it is the desire of the parties hereto that the said fence lines be recognized by each of the parties hereto as being the record title lines of each of said parties, and that the record titles as recorded in the office of the MORGAN County Recorder be amended and corrected by the execution and recordation of this instrument to accurately reflect the said fence lines and to make the said record title the same as the possessory lines of the parties hereto, and it is to that end that this document is executed; and

WHEREAS, the fence separating the ownership and possession of KEARSLEY, DICKSON and THURSTON is described in a survey by MTN. ENGINEERING, a licensed Engineering and Surveying Firm, known as Job No. 17-51, as being the following described line:

A PART OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U. S. SURVEY, MORGAN COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 4 WHICH BEARS NORTH 00°05'27" EAST (BASIS OF BEARING) 5287.06 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE SOUTH 00°05'27" WEST 5287.06 FEET TO AN ORIGINAL STONE MONUMENT BEING THE SOUTHEAST CORNER OF SECTION 4;  
THENCE SOUTH 89°49'34" WEST 369.32 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4 TO A REBAR AND CAP PLACED IN AN EXISTING FENCE LINE;  
THENCE SOUTH 89°49'34" WEST 2698.80 FEET ALONG SAID SOUTH LINE TO THE SOUTH QUARTER CORNER OF SAID SECTION 4, THENCE NORTH 87°51'23" WEST 41.40 FEET; THE TRUE POINT OF BEGINNING;  
THENCE NORTH 00°16'41" WEST 1320.49 FEET ALONG A FENCE LINE BETWEEN THE BOUNDARY OF KEARSLEY AND THURSTON TO THE SOUTH LINE OF THE DICKSON PARCEL AS DESCRIBED IN BK. 284 PG. 1328 OF MORGAN COUNTY RECORDS; THENCE NORTH 10°22'00" EAST 237.13 FEET ALONG SAID FENCE LINE BETWEEN THE BOUNDARY OF KEARSLEY AND DICKSON; CONTINUING THENCE NORTH 00°12'43" WEST 421.28 FEET ALONG AN EXISTING

FENCE LINE AND REMAINS THEREOF TO A REBAR AND CAP PLACED ON THE SOUTH SIDE OF DEEP CREEK;  
THENCE NORTH 22°42'55" WEST 129.04 FEET TO THE CENTERLINE OF DEEP CREEK ROAD;  
THENCE NORTH 38°25'25" EAST 85.89 FEET ALONG SAID CENTERLINE;  
THENCE NORTH 00°15'41" EAST 96.78 FEET TO THE POINT OF TERMINATION.

TAX SERIAL & PARCEL NOS.

- 01-003-070-02 & 00-0000-4513
- 01-003-070-03 & 00-0000-4521
- 01-003-070-04 & 00-0000-4539
- 01-003-067-01 & 00-0000-4463
- 01-003-073 & 00-0000-4703

NOW THEREFORE, for and in consideration of the premises and of the mutual benefit of the parties hereto, and in further consideration of the payment of \$10.00 by each of the parties hereto paid to the other parties, the receipt of which is hereby acknowledged, it is hereby agreed by and between the parties hereto as follows:

1. DICKSON and THURSTON do hereby release, relinquish, and quit claim unto KEARSLEY all of DICKSON and THURSTON, each to their respective parcel as it borders KEARSLEY, right, title, claim and interest in and to the property lying EAST of and contiguous to the fence line herein above described, and does hereby acknowledge that the fence line shall be hereafter the record boundary line between the properties of KEARSLEY, DICKSON and THURSTON and
2. KEARSLEY does hereby release, relinquish, and quit claim unto DICKSON and THURSTON, each to their respective parcel as it borders KEARSLEY, all of KEARSLEY right, title, claim and interest in and to the property lying WEST of and contiguous to the fence line herein above described, and does hereby acknowledge that the fence line shall be hereafter the record boundary line between the properties of KEARSLEY, DICKSON and THURSTON , and

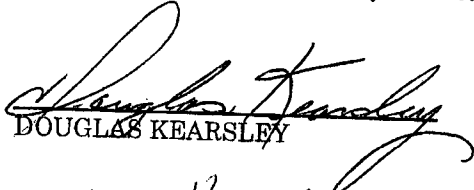
As an integral part of this agreement, it is fully understood and agreed by and between the parties hereto, as follows:

- A. That, with respect to replacement of the existing fence, nothing contained herein shall be construed as giving or granting the right at any time to alter, change, or relocate the fence lines referred to herein, and in the event of any mistake or error in the survey on which this agreement is based or in the replacement of the fence, the fence lines referred to herein as established by the survey shall be and will remain the controlling factor in determining the ownership and rights of all the parties hereto.
- B. Nothing contained herein shall be construed as giving or granting any easements of rights of way for utilities, water or sewer lines, or access rights over or across any of the properties of the parties hereto which have not been legally granted by prior instruments of record.
- C. The terms and conditions of this agreement shall be and hereby are made

binding on the heirs, administrators, executors, personal representative, successors and/or assigns of the parties hereto.

- D. Failure of any party to this agreement as named herein to execute this instrument shall and will nullify this instrument as to all parties hereto.
- E. In the event it becomes necessary, each of all of the parties hereto agree to cooperate, one with the other, to amend or alter any existing contract, Trust Deeds, or other instruments which may be needed or executed to clear the title to the adjacent and new boundaries as the same may be established by this document.

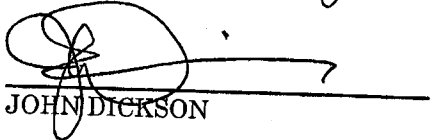
IN WITNESS WHEREOF we have hereunto executed this instrument voluntarily and on our own volition this date and year first hereinabove written.

  
 DOUGLAS KEARSLEY

THURSTON RANCH, LLC, By:

  
 JOLEEN KEARSLEY

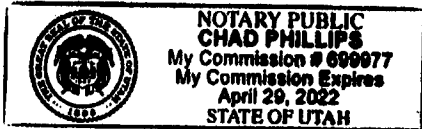
\_\_\_\_\_  
 DALE H. THURSTON, Manager

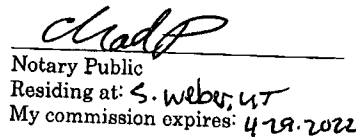
  
 JOHN DICKSON

  
 BARBARA THURSTON, Manager

STATE OF UTAH )  
 ss :  
 COUNTY OF MORGAN)

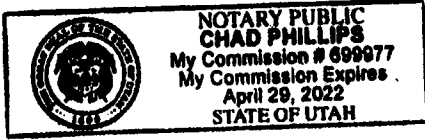
On the 15<sup>th</sup> day of ~~August, 2017~~ March 2018, personally appeared before me DOUGLAS KEARSLEY & JOLEEN KEARSLEY, the signers of the foregoing instrument who duly acknowledged to me that they executed the same.



  
 Notary Public  
 Residing at: S. Weber, UT  
 My commission expires: 4-29-2022

STATE OF UTAH )  
ss:  
COUNTY OF MORGAN)

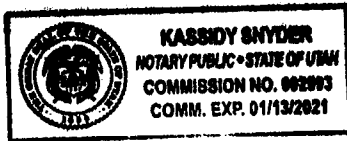
On the 15<sup>th</sup> day of ~~August~~ March, 2018, personally appeared before me JOHN DICKSON, the signers of the foregoing instrument who duly acknowledged to me that he executed the same.



Chad Phillips  
Notary Public  
Residing at: S. Weber, UT  
My commission expires: 4-29-2022

STATE OF UTAH )  
ss.  
COUNTY OF )

On the 24 day of August, 2017, personally appeared before me ~~DALE H. THURSTON~~ and BARBARA THURSTON who being by me duly sworn did say that they are the Managers of THURSTON RANCH, LLC, and that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and duly acknowledged to me that said Limited Liability Company executed the same.



Cassidy Snyder  
Notary Public  
Residing at: Morgan County  
Commission Expires: 01/13/2021