

When recorded mail to:

Lehi School Development, LLC  
290 N. Flint St.  
Kaysville, UT

**NOTICE TO THE PUBLIC**  
(existence of encroachments)

12-031-0086  
12-031-0085

THIS AGREEMENT is by and between the following parties:

**Parties**

Lehi School Development, LLC, a Utah limited liability company, with an address of 290 N. Flint St., Kaysville, UT 84037 ("LSD"); and Mark A. Thomas and Kelly J. Thomas, individuals, with an address of 2101 West 900 North Lehi Utah 84043 (collectively, "Thomas").

**Recitals**

A. LSD and Thomas are currently in possession of their respective adjoining parcels of land ("LSD Parcel" and "Thomas Parcel," respectively), which are more fully described in the attached **Exhibit A**.

B. The parties have discovered that certain structures currently being used by Thomas, including a garden, a concrete pad, a shed, and a horse corral (the "Encroachments") encroach onto the LSD Parcel as depicted on the attached **Exhibit B**. The parties acknowledge that some of the Encroachments were constructed by Thomas and others existed prior to Thomas's purchase of the Thomas Parcel.

C. The parties feel that at the present time it is unnecessary to incur time and expense to remove the Encroachments.

D. The parties feel it appropriate to enter into this Agreement as a means of acknowledging the encroachments and preventing any change to their deeded property by way of Boundary by Acquiescence or other legal principle.

Now therefore, in consideration of the willingness of each party to enter into this Agreement and to abide by the promises and obligations herein, it is agreed that:

**COURTESY RECORDING**

This document is being recorded solely as a courtesy and an accommodation to the parties named therein.


Founders Title Company hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

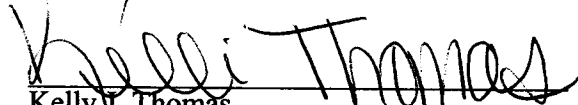
**Terms and Conditions**

1. LSD and Thomas agree that the Encroachments encroach upon the LSD Parcel.
2. LSD grants Thomas permission to continue to enter onto the LSD parcel and use the Encroachments. LSD or its successor may revoke this permission at any time by giving written notice to Thomas. In exchange for this permission, Thomas agrees to indemnify, defend, and hold harmless LSD and its affiliates, and their officers, directors, and employees and agents, from and against any and all claims, actions, costs, losses, damages and liabilities (including, without limitation, reasonable attorneys' fees, costs, interest, and any penalties) incurred or suffered by LSD or any of its affiliates (or any of their officers, directors, or employees) with respect to, in connection with or arising out of Thomas's use of the Encroachments or use of or activities upon the LSD Parcel.
3. Thomas acknowledges and agrees that LSD or its successor may at any time remove the Encroachments and/or install a fence along the currently-described boundary line between the LSD Parcel and the Thomas Parcel. LSD or its successor will give Thomas written notice prior to removing the Encroachments or installing a fence.
4. Notwithstanding the foregoing, LSD or its successor will allow Thomas seven (7) days from giving notice to remove any of Thomas's personal property that is located on the LSD Parcel.
5. Thomas acknowledges that the existence and use of the Encroachments does not alter the currently-described boundary between the LSD Parcel and the Thomas Parcel and does not grant Thomas any claim for ownership or continued use of any portion of the LSD Parcel. Thomas agrees to not take any action, legal or otherwise, for the purpose of altering the currently-described boundary between the LSD Parcel and the Thomas Parcel or of otherwise attempting to make a claim for ownership or possession of any portion of the LSD Parcel.
6. LSD and Thomas agree that if either of them finds it necessary or desirable to sell their current parcels, this Agreement shall be binding upon their successor and assigns.
7. LSD and Thomas have entered into this Agreement for the purpose of ensuring that the currently-described boundary between their adjoining parcels not be affected or altered by Boundary by Acquiescence or other legal principal.

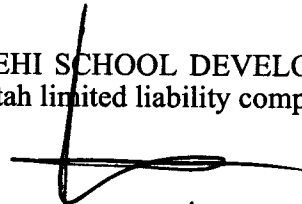
[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 5 day  
of March, 2019.

  
\_\_\_\_\_  
Mark A. Thomas

  
\_\_\_\_\_  
Kelly J. Thomas

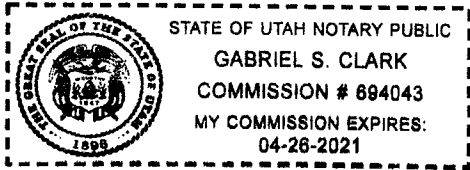
LEHI SCHOOL DEVELOPMENT, LLC, a  
Utah limited liability company

  
\_\_\_\_\_  
Name: Jed Stevenson  
Title: Manager

STATE OF UTAH )  
 )  
 COUNTY OF Davis )  
 )  
 )  
 )

On March 11, 2019, personally appeared Jed Stevenson,  
 as Manager of Lehi School Development, LLC, personally known to me (or proved to me  
 on the basis of satisfactory evidence) to be the person(s) whose names is/are subscribed to the within  
 instrument and acknowledged to me that he/she/they executed the same in their authorized capacities, and  
 that by their signatures on the instrument the person(s), or entity upon behalf of which the person(s) acted,  
 executed the instrument.

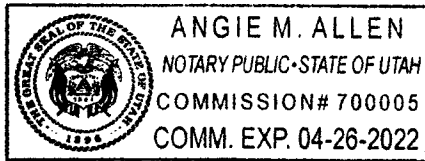
Gabriel S. Clark  
 NOTARY SIGNATURE



STATE OF UTAH )  
 )  
 )  
COUNTY OF UTAH )  
 )  
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 )  
 )  
 )

On March 5 2019, personally appeared Mark A. Thomas, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in their authorized capacities, and that by their signatures on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

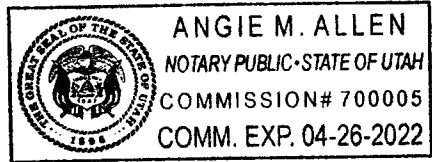
Angie M. Allen  
NOTARY SIGNATURE



STATE OF UTAH )  
 )  
 )  
COUNTY OF UTAH )  
 )  
 )  
 )  
 )

On March 5, 2019, personally appeared Kelly J. Thomas, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in their authorized capacities, and that by their signatures on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

Angie M. Allen  
NOTARY SIGNATURE



**Exhibit A**LSD Parcel:

BEGINNING AT A POINT THAT IS SOUTH 0°46'44" WEST 46.00 FEET AND NORTH 90°00'00" EAST 1163.86 FEET FROM THE WEST QUARTER CORNER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 90°00'00" EAST 20.01 FEET; THENCE SOUTH 1°51'40" WEST 169.94 FEET; THENCE SOUTH 88°59'03" EAST 158.06 FEET; THENCE SOUTH 1°49'54" WEST 123.56 FEET; THENCE NORTH 88°59'03" WEST 178.12 FEET; THENCE NORTH 1°51'40" EAST 293.15 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARING IS NORTH 0°27'25" EAST BETWEEN THE SOUTHWEST CORNER AND THE WEST QUARTER CORNER OF SECTION 7, T5S, R1E, SLB&M.

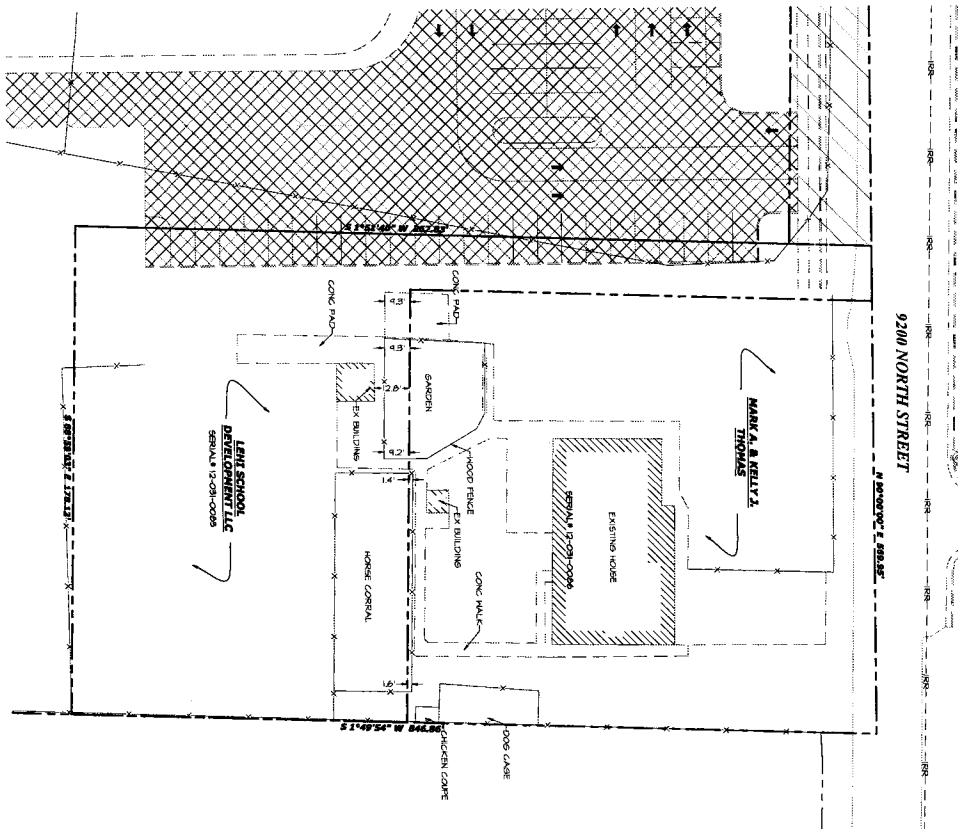
Thomas Parcel:

BEGINNING AT A POINT THAT IS SOUTH 0°46'44" WEST 46.00 FEET AND NORTH 90°00'00" EAST 1183.87 FEET FROM THE WEST QUARTER CORNER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 90°00'00" EAST 158.03 FEET; THENCE SOUTH 1°49'54" WEST ALONG FENCE LINE 172.74 FEET; THENCE NORTH 88°59'03" WEST 158.06 FEET; THENCE NORTH 1°51'40" EAST 169.94 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARING IS NORTH 0°27'25" EAST BETWEEN THE SOUTHWEST CORNER AND THE WEST QUARTER CORNER OF SECTION 7, T5S, R1E, SLB&M.

**Exhibit B**

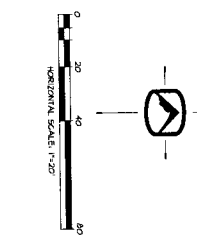
**ASCENT ACADEMY LEHI**  
 LOCATED IN THE SOUTHWEST QUARTER  
 OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE  
 1 EAST, SALT LAKE BASE AND MERIDIAN,  
 LEHI CITY, UTAH COUNTY, UTAH



**LEGEND**

NOT ALL ITEMS IN THE LEGEND MAY BE APPLICABLE

[Symbol]	EXISTING LINE
[Symbol]	PROPOSED LINE
[Symbol]	NEW SIDEWALK
[Symbol]	NEW DRIVEWAY
[Symbol]	NEW DRIVEWAY ENTRANCE
[Symbol]	NEW DRIVEWAY ENTRANCE
[Symbol]	NEW DRIVEWAY ENTRANCE
[Symbol]	EXIST. OVERHEAD POWER LINE
[Symbol]	EXIST. UNDERGROUND POWER LINE
[Symbol]	EXIST. SANITARY SEWER LINE
[Symbol]	EXIST. TELEPHONE LINE
[Symbol]	EXIST. DRAINAGE DITCH LINE
[Symbol]	SECTION CORNER
[Symbol]	CONTROL POINT
[Symbol]	50' CONTROL MARK
[Symbol]	75' CONTROL MARK
[Symbol]	150' CONTROL MARK
[Symbol]	NEW ASPHALT
[Symbol]	EXISTING ASPHALT
[Symbol]	30" HIGH BACK CURB
[Symbol]	30" RELIEF GRITER



**CALL SILVER PEAK ENGINEERING AT 435-555-5555 FOR ALL PROJECTS**

**EXHIBIT**

SHEET NUMBER: \_\_\_\_\_

GENERAL NOTES: \_\_\_\_\_

**ASCENT LEHI**  
 2199 900 N  
 LEHI, UTAH

**SILVER PEAK ENGINEERING**

STRUCTURAL CIVIL SURVEY

177 E. ANTELOPE DR. STE. B  
 LAYTON, UT 84041  
 PHONE: (801) 499-5054

WWW.SILVERPEAKENG.COM

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