

Arrow head Ranch, LLC
911 East Pioneer Road
Draper, UT 84020

Glenda B Lyman, LLC
Keith L. Lyman
Glenda B. Lyman
223 North Main Street
Salem, UT 84653

ENT 66749 : 2024 PG 1 of 9
ANDREA ALLEN
UTAH COUNTY RECORDER
2024 Sep 27 03:19 PM FEE 40.00 BY AC
RECORDED FOR Wasatch Land & Title
ELECTRONICALLY RECORDED

Serial Nos.: 30:009:0036, 03:009:0070:30:009:0120, 30:009:0122

(Space Above for Recorder's Use)

BOUNDARY LINE AGREEMENT

AUGUST 30, 2024, by and between **Arrowhead Ranch, LLC** ("Arrowhead"), and **Keith L. and Glenda B. Lyman** and **Glenda B. Lyman, LLC** ("Lyman").

RECITALS

A. Arrowhead is the owner of certain real property, identified by tax parcel identification numbers 30:009:0036 AND 30:009:0070, located in Salem City, Utah County, Utah, and more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

B. Lyman is the owner of certain real property, identified by tax parcel identification numbers 30:009:0120 and 30:009:0122, located in Salem City, Utah County, Utah, as more particularly described on Exhibit B attached hereto and incorporated herein by this reference.

C. 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) the Existing Arrowhead Parcel is reconfigured to the legal description set forth on Exhibit C (the "New Arrowhead Parcel"); and
 - (b) the Existing Lyman Parcel is redescribed to the legal description set forth on Exhibit D (the "New Lyman Parcel").
 - (c) the New Boundary Line is described to the legal description set forth on Exhibit

E (the “**New Boundary Line**”).

The New Arrowhead Parcel and New Lyman Parcel shall hereinafter be referred to individually as “**New Parcels**”.

3. Conveyance of Property. Lyman hereby quitclaims to Arrowhead any and all right, title, and interest in the New Arrowhead Parcel to Arrowhead. Arrowhead hereby quitclaims to Lyman any and all right, title, and interest in the New Lyman Parcel to Lyman, as of the date of this Agreement.

Notwithstanding anything to the contrary herein, the conveyance of parcels shall not include, and each Party specifically reserves and retains unto itself, any and all water rights or rights to the use of water whether appurtenant to each Party’s respective parcel or not in which each Party may have an interest. The Parties do not intend by the Agreement, or this exchange specifically, to transfer any water rights or rights to the use of water and it is the Parties’ intent that this conveyance shall not transfer any water rights or rights to the use of water by implication.

4. No Subdivision. The Parties hereto acknowledge that the purpose of this Agreement is to adjust the common boundary lines between the Existing Parcels and not to undertake a subdivision or the creation of additional tax parcels. The Parties originally held title to a single tax parcel each and there remains a single tax parcels each subsequent to the adjustment of the boundaries provided herein. Notwithstanding the foregoing, nothing herein limits the Parties or their successors-in-interest from the future subdivision of their respective New Parcels, either jointly or individually, as otherwise permitted by law.

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. Arrowhead, at Arrowhead’s sole cost and expense, shall obtain any governmental or municipal approval that may be required or necessary to effectuate the intent of this Agreement, such as the preparation, filing and approval of a lot line adjustment application. Lyman, at no cost to Lyman, shall reasonably cooperate to obtain such approval, including signing any necessary or required applications or instruments. The Parties agree to be responsible for their respective attorney’s fees incurred in relation to any governmental or municipal approval, if any.

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 Parcels, or any portion of their respective New Parcels, 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.

14. Survey Number. The survey number 22-481

(signatures and acknowledgements to follow)

**SIGNATURE PAGE FOR
BOUNDARY LINE AGREEMENT**

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

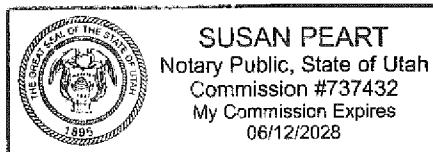
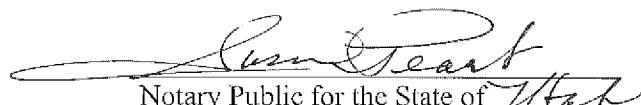
Arrowhead Ranch, LLC a Utah limited liability company



Ross S. Holiday (Manager)

STATE OF Utah)
:SS
COUNTY OF Utah)

Signed before me by Ross S. Holiday on this 30th day of August, 2023

Notary Public for the State of Utah

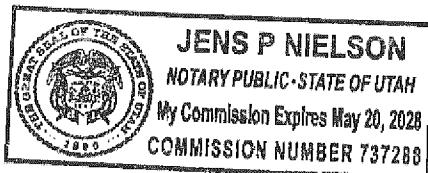
Keith L. and Glenda B. Lyman, individually, and Glenda B. Lyman, LLC:

Keith L. Lyman
Keith L. Lyman
Individually

STATE OF Utah)
:SS
COUNTY OF Utah)

Glenda B. Lyman
Glenda B. Lyman
Individually and Manager of
Glenda B. Lyman LLC

Signed before me by Keith L. and Glenda B. Lyman on this 30 day of August, 2023




Notary Public for the State of Utah

EXHIBIT A (to Boundary Line Agreement)

Legal Description of the Existing Arrowhead Parcels

Serial No. 30:009:0070

COMMENCING SOUTH 12.5 CHAINS AND EAST 1017.48 FEET FROM THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; EAST 526.12 FEET; NORTH 30°52'00" WEST 1002.76 FEET; SOUTH 00°46'35" WEST 860.81 FEET TO BEGINNING.

Serial No. 30:009:0036

COM N 1137.34 FT & W 627.14 FT FR SE COR. SEC. 3, T9S, R2E, SLB&M.; N 30 DEG 52' 30" W 442.12 FT; N 79 DEG 30' 0" E 8.02 FT; N 31 DEG 33' 9" W 405.88 FT; S 88 DEG 58' 46" W 37.09 FT; S 30 DEG 53' 0" E 25.77 FT; W 526.14 FT; S 0 DEG 46' 35" W 1421.58 FT; S 89 DEG 37' 53" E 15.52 FT; N 53 DEG 55' 55" E 1218.73 FT TO BEG. AREA 20.891 AC.

EXHIBIT B (to Boundary Line Agreement)

Legal Description of the Existing Lyman Parcels

Serial No. 30:009:0120

BEGINNING AT A POINT LOCATED WEST 923.23 FEET AND NORTH 1646.76 FEET FROM THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 30°52'30" WEST 607.25 FEET; THENCE NORTH 19°00'00" WEST 635.16 FEET; THENCE WEST 166.26 FEET; THENCE NORTH 00°50'00" EAST 188.76 FEET; THENCE SOUTH 89°22'30" EAST 1121.34 FEET; THENCE SOUTH 03°15'00" WEST 644.16 FEET; THENCE SOUTH 89°22'30" EAST 448.65 FEET; THENCE SOUTH 00°30'00" WEST 637.96 FEET; THENCE SOUTH 89°09'00" WEST 60.90 FEET; THENCE SOUTH 89°09'56" WEST 785.06 FEET TO THE POINT OF BEGINNING.

AREA = 29.350 ACRES

Serial No. 30:009:0122

BEGINNING AT A POINT LOCATED WEST 923.23 FEET AND NORTH 1646.76 FEET FROM THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°09'56" EAST 785.06 FEET; THENCE SOUTH 1324.33 FEET; THENCE NORTH 30°52'30" WEST 157.05 FEET; THENCE NORTH 53°47'24" EAST 16.96 FEET; THENCE NORTH 31°46'25" WEST 781.72 FEET; THENCE SOUTH 53°56'12" WEST 4.65 FEET; THENCE NORTH 30°52'30" WEST 589.84 FEET TO THE POINT OF BEGINNING.

AREA = 11.740 ACRES

EXHIBIT C (to Boundary Line Agreement)

Legal Description of New Arrowhead Parcels

Formally Serial No. 30:009:0070

BEGINNING AT A POINT, SAID POINT BEING A REBAR AND CAP, BEING N 89°48'07" E 1140.39 FEET AND N 00°00'00" E 24.43 FEET FROM THE CENTER QUARTER OF SECTION 3, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N 87°55'47" E 88.81 FEET; THENCE N 88°04'52" E 62.62 FEET; THENCE S 19°48'45" E 236.95 FEET; THENCE S 20°09'07" E 271.02 FEET; THENCE S 20°35'25" E 145.48 FEET; THENCE S 31°12'20" E 259.20 FEET; THENCE S 88°58'46" W 40.78 FEET; THENCE S 30°53'00" E 25.77 FEET; THENCE N 90°00'00" W 526.14 FEET; THENCE N 00°46'35" E 852.21 FEET; THENCE N 88°50'14" E 31.68 FEET TO THE POINT OF BEGINNING.

CONTAINS 301,944 SQUARE FEET OR 6.93 ACRES.

Formally Serial No. 30:009:0036

BEGINNING AT A POINT, SAID POINT BEING S 00°34'12" E 824.43 FEET AND N 00°00'00" E 1088.96 FEET FROM THE CENTER QUARTER OF SECTION 3, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N 90°00'00" E 526.14 FEET; THENCE N 30°53'00" W 25.77 FEET; THENCE N 88°58'46" E 40.78 FEET; THENCE S 31°12'20" E 329.43 FEET; THENCE S 31°47'49" E 275.85 FEET; THENCE S 30°55'13" E 236.98 FEET; THENCE S 53°55'55" W 1231.23 FEET; THENCE N 89°37'54" W 15.52 FEET; THENCE N 00°46'35" E 1421.58 FEET TO THE POINT OF BEGINNING.

CONTAINS 915,920 SQUARE FEET OR 21.03 ACRES.

EXHIBIT D (to Boundary Line Agreement)

Legal Description of New Lyman Parcels

Formally Serial No. 30:009:0120

BEGINNING AT A POINT, SAID POINT BEING N 89°56'54" W 923.12 FEET AND N 00°00'00" E 1647.60 FEET FROM THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N 31°11'41" W 513.38 FEET; THENCE N 20°35'25" W 145.48 FEET; THENCE N 20°09'07" W 271.02 FEET; THENCE N 19°48'45" W 310.39 FEET; THENCE N 90°00'00" W 169.05 FEET; THENCE N 0°50'00" E 188.76 FEET; THENCE S 89°22'30" E 1121.34 FEET; THENCE S 03°15'00" W 644.16 FEET; THENCE S 89°22'30" E 448.65 FEET; THENCE S 00°30'00" W 637.96 FEET; THENCE S 89°09'22" W 60.90 FEET; THENCE S 89°09'56" W 784.95 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,273,803 SQUARE FEET OR 29.24 ACRES.

Formally Serial No. 30:009:0122

BEGINNING AT A POINT, SAID POINT BEING N 89°56'54" W 923.12 FEET AND N 00°00'00" E 1647.60 FEET FROM THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N 89°09'56" E 784.95 FEET; THENCE S 0°00'00" E 1324.33 FEET; THENCE N 30°52'30" W 157.05 FEET; THENCE N 53°47'24" E 16.96 FEET; THENCE N 31°43'59" W 783.09 FEET; THENCE N 30°55'04" W 236.98 FEET; THENCE N 31°47'49" W 275.85 FEET; THENCE N 31°12'20" W 75.20 FEET TO THE POINT OF BEGINNING.

CONTAINS 509,162 SQUARE FEET OR 11.69 ACRES.

EXHIBIT E

New Boundary Line

BEGINNING AT A POINT, SAID POINT BEING A REBAR AND CAP, BEING N 89°48'07" E 1140.39 FEET AND N 00°00'00" E 24.43 FEET FROM THE CENTER QUARTER OF SECTION 3, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N 87°55'47" E 88.81 FEET; THENCE N 88°04'52" E 62.62 FEET; THENCE S 19°48'45" E 236.95 FEET; THENCE S 20°09'07" E 271.02 FEET; THENCE S 20°35'25" E 145.475 FEET; THENCE S 31°12'20" E 588.63 FEET; THENCE S 31°47'49" E 275.85 FEET; THENCE S 30°55'04" 236.98 FEET.