

LAND ADJUSTMENT AGREEMENT

This Land Adjustment Agreement (“**Agreement**”) is entered into this day by and between Nibley City, Utah (“**the City**”) and Nibley Hawk Hollow, LLC, a Utah Corporation (“**Developer**”). Collectively, the City and Developer are referred to herein as the “**Parties**” or individually as a “**Party**”.

RECITALS

WHEREAS, The City is the owner of parcels of land located in Cache County that is more particularly described in the property description attached hereto as Parcel 2 and Parcel 3 in Exhibit 1 and that is referred to hereinafter as the “**City Parcels**.”

WHEREAS, Developer is the owner of a parcel of land located in Cache County that is more particularly described in the property description attached hereto as Parcel 1 in Exhibit 1 and that are referred to hereafter as the “**Developer Parcel**.”

WHEREAS, The City and Developer desire to adjust the boundaries between the City Parcels and the Developer Parcel as part of a mutually beneficial realignment of property lines along with the Developer providing certain improvements to the City.

NOW, THEREFORE, in consideration of the mutual promises exchanged herein, the sufficiency of which is acknowledged, the City and Developer agree to perform the boundary line adjustment pursuant to the terms and conditions set forth in this agreement as follows:

AGREEMENT OF BOUNDARY LINE ADJUSTMENT

Upon execution of this Agreement, the City and Developer shall take all necessary steps to complete the exhibits to and execute the Boundary Line Adjustment Agreement attached as Exhibit 2 hereto (“**Boundary Line Agreement**”) and record the Boundary Line Agreement with Cache County Recorder’s office. The purpose of this Agreement is to adjust the boundaries between the Parties’ respective parcels described in Exhibit 1. Each Party shall retain ownership of its adjusted parcel(s) following the boundary adjustment.

TERMS AND CONDITIONS

1. Condition of Property – Developer’s Acknowledgements and Warranties. Developer acknowledges that it has examined the portions of City Parcel 3 to be adjusted, as described in Exhibit 1, and that the physical condition, soils, geological conditions, and other conditions of the portions of the City Parcel being adjusted to Developer, whether known or unknown, are sufficient and acceptable to Developer’s purposes and intentions for the portions of the City Parcel being adjusted to Developer, and Developer accepts the portions of the City Parcel 3 being adjusted to Developer in its present “as is” physical condition. In doing so, Developer relies wholly on Developer’s own judgment and that of any contractors or inspectors Developer

has engaged to review, evaluate, and inspect the City Parcel being adjusted to the Developer prior to the end of Due Diligence Period, defined herein. Developer further acknowledges and warrants that the portions of the Developer Parcel to be adjusted to City is free of any encumbrances, liens, or other legal disability except those items of record.

2. Condition of Property – the City’s Acknowledgments and Warranties. The City acknowledges that it has examined the portions of Developer Parcel 1 to be adjusted to the City, as described in Exhibit 1, and that the physical condition, soils, geological conditions, and other conditions of the portions of the Developer Parcel being adjusted to the City, whether known or unknown, are sufficient and acceptable to the City’s purposes and intentions for the portions of the Developer Parcel being adjusted to the City, and the City intends to receive the portions of Developer Parcel described in Exhibit 1 in their present “as is” physical condition. In doing so, the City relies wholly on the City’s own judgment and that of any contractors or inspectors the City has engaged to review, evaluate, and inspect the Developer Parcel prior to the end of Due Diligence Period, defined herein. The City further acknowledges and warrants that portions of the City Parcel 3 being adjusted to the Developer is free of any encumbrances, liens, or other legal disability, except those of record.

3. Property Adjustment Closing. Unless otherwise agreed to in a signed writing, the property adjustment contemplated herein shall occur ten (10) business days after the completion of due diligence, defined below, with the execution of the Boundary Line Agreement. Prior to recording the Boundary Line Agreement with the Cache County recorder, the Parties shall work in good faith and diligently to complete all necessary surveys, legal descriptions, and exhibits to the Boundary Line Agreement. The costs shall be shared equally by the Parties. The City shall work in good faith and diligently to vacate the old 1200 W right of way at its own costs. The Parties shall also work in good faith to complete any boundary adjustment applications with Nibley City with the Parties to share costs equally. Upon completion of all necessary surveys, legal descriptions, exhibits to the Boundary Line Agreement, applications to Nibley City and the vacation of the old 1200 W right of way, the Boundary Line Agreement shall be recorded. In the event the Parties have not been able to complete the conditions for recording within 6 months of the date of this Agreement and neither party has brought an action to enforce this Agreement, either Party may terminate this Agreement and unwind the transaction, each Party to bear its own costs.

A. Due Diligence Period. Both the City and Developer shall have ten (10) business days from the execution date of this Agreement to conduct their inspections and evaluations of the Parcels (“Due Diligence Period”). During this time, either party may terminate this Agreement for any reason without penalty, cost, or liability. Notice of such termination must be made in writing to the other Party before the expiration of the Due Diligence Period.

B. Closing Date. The Closing date shall be ten (10) business days after the end of the Due Diligence Period (“Closing Date”), unless otherwise extended in writing by both parties. Prior to closing, the City agrees to vacate the old 1200 W right of way. Upon completion of all necessary surveys, legal descriptions, and exhibits to the Boundary Line Agreement and the vacation of the old 1200 W right of way, the Boundary Line Agreement shall be recorded.

4. Conditions of Performance. The City's obligations under the preceding paragraphs to deliver the portion of City Parcel 3 described in Ex. 1, to the Developer is conditional upon the Developer's delivery of the portion of Developer Parcel 1 described in Ex. 1 to the City as well as for the Developer's agreement to provide for the following improvements to the City:

A. Sidewalk Construction. The Developer shall design and construct a sidewalk beginning from the northernmost and western corner of the Developer Parcel and extending along the southern boundary of 3200 S. This sidewalk will connect to the existing infrastructure at the eastern intersection of the roundabout.

B. Stormwater Improvements. With respect to stormwater construction and the Parcels, the Developer's obligations are limited to ensuring sufficient capacity for the Developer's Parcel's stormwater runoff and upsizing the stormwater pipe beneath 1200 W to a size not exceeding forty-eight (48) inches. The Developer agrees to pay for the road cut, road fill, pavement replacement, and pipe upsizing of the stormwater pipe. The Developer is not required to fund or design any regional stormwater pond beyond these improvements described herein.

C. Curb, Gutter, and Sidewalk. The Developer shall design and construct curbs, gutters, and sidewalks along the southern boundary where the Developer Parcel borders the City Parcel. The Developer agrees to install and stub a water line and electrical service to the City Parcel.

For the improvements Developer agrees to construct in this Agreement, all shall be constructed in accordance with the building codes in place at the time of construction.

The Developer's obligations under the preceding paragraphs to deliver the portion of Developer Parcel 3 in Exhibit 1 to the City is conditional upon the City's delivery of the portion of City Parcel 3, pursuant to the Boundary Line Agreement in Exhibit 2, to the Developer, and for the City to vacate all City owned public ways and city owned easements on the City Parcel prior to the Closing Date.

D. Equal Value. Both Parties agree that the boundary line adjustments result in a fair and equal exchange of land in terms of value. Neither party shall be required to pay any funds to the other to settle any differences in traded value between the respective parcels.

As Part of this Agreement, the City agrees to grant an exception to Nibley City Code 21.12.060(F)(3) requiring a pedestrian connection for blocks longer than 660 feet. Such exception shall only be made for the side of the block adjacent to land dedicated to the City. It is recognized by both parties that the City will need to use its legislative and zoning powers to grant this exception and such powers cannot be delegated. If due to legal incident, such exception to the Nibley City Code cannot be made, both parties agree to negotiate in good faith to amend this agreement, or if no amendment can be made to the satisfaction of both parties, to terminate with all costs being born by each respective party.

As part of this Agreement, Developer agrees to commence construction on Phase 1 before Phase 2, as shown on Exhibit 3. Construction on Phase 2 is shall not impact the potential wetland area as determined by the City until Developer obtains an approved project plan or permit from the Army Corps of Engineers.

5. Changes during Transfer – Developer. Developer agrees that from the date of the execution of this Agreement until the recording of the Boundary Line Agreement, none of the following shall occur on the Developer Parcel described in Exhibit 1 without the prior written

consent of the City: a) no changes in any leases, rental, or property management agreement shall be made that shall affect or impact the Developer Parcel; b) no new lease, rental, or property management agreements shall be entered into that shall affect or impact the Developer Parcel; c) no substantial alterations or improvements to the Developer Parcel shall be made or undertaken that shall affect or impact said parcel, with exception to the improvements described as being transferred in Section 4. of this Agreement; d) no further financial encumbrances to the Developer Parcel shall be made that shall affect or impact said parcel; and e) no changes in the legal title to the Developer Parcel shall be made that may affect or impact said parcel.

6. Changes during Transfer – the City. The City agrees that from the date of the execution of this Agreement until the recording of the Boundary Line Agreement, none of the following shall occur on the portion of the City Parcels being conveyed as described in Exhibit 1 without the prior written consent of the Developer: a) no changes in any leases, rental, or property management agreement shall be made; b) no new lease, rental, or property management agreements shall be entered into; c) no substantial alterations or improvements to the City Parcels shall be made or undertaken; d) no further financial encumbrances to the City Parcels shall be made; and e) no changes in the legal title to the City Parcels shall be made, except for finalization of the vacation of all City owned public ways and easements as described in Section 4. of this Agreement.

7. Time is of the Essence. Time is of the essence for each covenant in this Agreement for which a time to perform is specified.

8. Authority of signers. Each individual signing this Agreement on behalf of a corporation, partnership, limited liability company, or other legal entity warrants that he or she is duly authorized to sign and deliver this Agreement on behalf of the entity, either in accordance with a duly adopted resolution of the board of directors or management group of the entity, or in accordance with the bylaws, partnership agreement, operating agreement, or other organizational documents of the entity. Documentation of authority shall be provided on the Closing Date.

9. Foreign Persons. Each individual signing this Agreement warrants that no individual or entity which, under the terms of this Agreement, will transfer United States Real Property Interests, as defined in § 897(c) of the Internal Revenue Code, is a “foreign person” within the meaning of § 1445(f) of the Internal Revenue Code.

10. Attorneys’ Fees. If either party commences a litigation for the judicial interpretation, reformation, enforcement, or rescission of this Agreement, the prevailing party will be entitled to a judgment against the other for an amount equal to reasonable attorneys’ fees and court and other costs incurred. The “prevailing party” shall be the party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover its costs shall not recover attorneys’ fees. No sum for attorneys’ fees shall be counted in calculation the amount of a judgment for the purposes of determining whether a party is entitled to recover its costs or attorneys’ fees.

11. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

12. Entire Agreement. This Agreement, together with any addenda and any attached exhibits, constitutes the entire agreement between the parties relating to the transaction contemplated herein and supersedes all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, which are expressly merged herein.

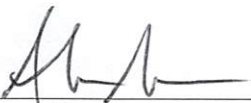
13. Modifications to be in Writing. No modification, waiver, or discharge of this Agreement shall be valid unless and until the same is in writing and signed by the party against which the enforcement of such modification, waiver, or discharge is or may be sought.

14. Successors. All terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective administrators or executors, successors, and assigns.

15. Electronic Transmission and Counterparts. Electronic transmission (including email and fax) of a signed copy of this Agreement, any addenda, and any exhibits, and the retransmission of any signed electronic transmission, shall be the same as delivery of an original. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but only all of which together shall constitute one instrument and execution.

THE UNDERSIGNED HAVE READ AND SOUGHT THE ADVICE OF COUNSEL WITH RESPECT TO THE FOREGOING, AND HEREBY ACKNOWLEDGE AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

Developer: Nibley Hawk Hollow, LLC.



Signature – Manager

3/6/2025

DATE

Alex Norr

PRINTED NAME – Manager

Nibley City, Utah



Signature – authorized representative

3/17/25

DATE

JUSTIN MAUGHAN

PRINTED NAME – authorized representative

Exhibit 1

**PARCEL 1: EXISTING PARCEL 03-018-0015
(FROM BOOK 2370 PAGE 457)**

ALL OF LOT 10, BLOCK 15 J.W. FOXES SURVEY OF MILLVILLE WEST FIELD SURVEY IN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 11 NORTH, RANGE 1 EAST.

LESS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 10, THENCE SOUTH 132 FEET; THENCE WEST 120 FEET; THENCE NORTH 132 FEET; THENCE EAST 120 FEET TO BEGINNING.

PARCEL 2: EXISTING PARCEL 03-229-8002

ALL OF PARCEL 2 OF NIBLEY MEADOWS SUBDIVISION PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CACHE COUNTY RECORDER.

**PARCEL 3: EXISTING PARCEL 03-017-0012
(FROM BOOK 1602 PAGE 894)**

A tract of land located in the Southwest Quarter and Southeast Quarter of Section 20, Township '1 1 North, Range 1 East of the Salt Lake Baseline and Meridian described as follows:

Commencing at the West Quarter Comer of Section 20, Township 1 1 North, Range 1 East of the Salt Lake Baseline and Meridian monumented with a 5/8" rebar said point being S 89°55'25" W 5306.65 feet (Basis of Bearing) from the East Quarter Corner of said Section 20 monumented with a Brass Cap, thence N 89°55'25" E 2813.50 feet along said section line; thence South 1348.24 feet to the point of beginning and running; thence S 00°42'36" W 718.32 feet along the West right-of-way of 1200 West Street; thence N 89°37'18" W 581.12 feet; thence S 01°10'31" W 40.36 feet; thence 130.87 feet along a non-tangential curve to the left having a radius of 150.00 feet, a central angle of 49°59'1 8", and a chord which bears N 23°49'08" W 126.76 feet; thence N 38°50'36" E 157.76 feet; thence N 66°58'59" E 106.97 feet; thence N 41°35'16" E 96.29 feet; thence N 08°58'52" E 91.71 feet; thence N 21°32'02" W 156.34 feet to the south boundary of Parcel 03-01 7-0022; thence along said parcel the next two courses; (1) thence S 89°03'25" E 221.96 feet; (2) thence N 01°00'10" E 178.26 feet; thence S 87°33'02" B 198.91 feet to the point of beginning, containing a total of 292,606 sf or 6.72 acres, more or less, of which 21,299 sf is considered part of the slough.

Exhibit 2

WHEN RECORDED, MAIL TO:

Joel Yellowhorse, Esq.
Johnson & Yellowhorse, LLC
P.O. Box 831
Pleasant Grove, UT 84062

Alex Norr
Nibley Hawk Hollow, LLC
95 W 100 S #340
Logan, UT 84321

Parcel I.D. #s
03-018-0015
03-229-8002
03-017-0012

BOUNDARY LINE ADJUSTMENT

This Boundary Line Adjustment ("Agreement") made this 17th day of March 2025, between Nibley City, Utah, ("Nibley City") and Nibley Hawk Hollow, LLC ("Hawk Hollow"). Collectively, Nibley City and Hawk Hollow are referred to herein as the "Parties" or individually as a "Party". The Parties, respectively, each being duly sworn, deposes and says:

RECITALS

A. Nibley City is the fee simple owner of certain real property in Cache County, State of Utah, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "City Parcel").

B. Hawk Hollow, is the fee simple owner of certain real property in Cache County, State of Utah, more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference (the "Hawk Hollow Parcel"). Collectively, City Parcel and Hawk Hollow Parcel are referred to herein as the "Parcels".

C. The Parties desire to enter into this Agreement in order to adjust the boundaries between the Parcels and to forever determine and establish the common boundary lines among the Parcels.

D. The Parties have agreed to recognize the boundary line to be as described on Exhibit "C" as the true boundary between their respective Parcels in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Confirmation of Parcel Boundary Line. The Parties state, confirm and agree that that the location of the parcel boundary line between the Parcels shall be adjusted to the line as described on Exhibit "C" attached hereto. Each Party covenants not to sue any other party hereto for any claim asserting rights or ownership in the real property of any other party hereto based on adverse possession or otherwise.

2. For ease of reference, Exhibit "D" attached hereto is a portion of the survey prepared by Civil Solutions Group, dated 10-15-24 which depicts the Boundary Line.

3. Further Assurances. Each Party agrees to cooperate with the other (the "Requesting Party") in the event the Requesting Party shall reasonably request additional written assurances to confirm the location of the Boundary Line, provided any expenses arising from such request shall be borne by the Requesting Party.

4. Enforceability. Each Party agrees that a breach of this Agreement will cause irreparable harm to the other Party and that the non-breaching Party shall have the right to enforce this Agreement by specific performance, which right shall be cumulative with all other rights and remedies. In the event that any provision of this Agreement is illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected thereby, and in lieu of such provision, there shall be added a provision as similar in terms as such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

5. Binding Effect/Recording in the Real Estate Records. This Agreement is intended to run with the Parties' respective Parcels and bind the Parties to this Agreement, as well as their respective legal and personal representatives, heirs, assigns, successors-in-interest, executors, and administrators. The Parties acknowledge this Agreement shall be recorded in the official records of the office of the County Recorder for Cache County, State of Utah.

6. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or a dedication of any portion of the Hawk Hollow Parcel to or for the general public or for any public purpose whatsoever, it being the intent of the Parties that this Agreement be strictly limited to and for the purposes expressed herein.

7. Authority. The undersigned represent and warrant that each of them are duly authorized to execute this Agreement. The undersigned further represent and warrant that this

Agreement, when fully executed, shall constitute a legal, valid, and binding agreement for each of the respective Parties, enforceable in accordance with its terms.

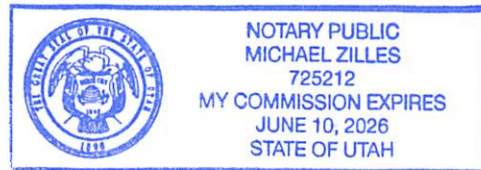
8. No Relinquishment of Rights. Except for the boundary line adjustment nothing contained in this Agreement shall be construed as transferring, granting, conveying, or relinquishing any Party's easement rights or interests of record with the office of the County Recorder for Cache County, State of Utah.

9. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of _____, 2025.

HAWK HOLLOW LLC

By: [Signature]



STATE OF UTAH)
COUNTY OF CACHE) ss.

On the 6th day of March, 2025, personally appeared before me Alex Norr, on behalf of Hawk Hollow, who duly acknowledged to me that he executed the foregoing Boundary Line Agreement in this authorized and stated capacity.

[Signature]
Notary Public

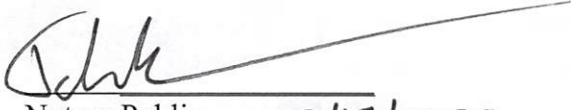
NIBLEY CITY

By: [Signature]

STATE OF UTAH)
COUNTY OF CACHE) ss.

STATE OF UTAH)
COUNTY OF CACHE) ss.

On the 17 day of March 2025, personally appeared before me
Justin Maughan, on behalf of Nibley City, who duly acknowledged to me
that he executed the foregoing Boundary Line Agreement in this authorized and stated
capacity.



Notary Public 03/17/2025



EXHIBIT "A"

Nibley City Parcel

EXISTING PARCEL 03-229-8002

ALL OF PARCEL 2 OF NIBLEY MEADOWS SUBDIVISON PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CACHE COUNTY RECORDER.

**EXISTING PARCEL 03-017-0012
(FROM BOOK 1602 PAGE 894)**

A tract of land located in the Southwest Quarter and Southeast Quarter of Section 20, Township '1 1 North, Range 1 East of the Salt Lake Baseline and Meridian described as follows:

Commencing at the West Quarter Comer of Section 20, Township 1 1 North, Range 1 East of the Salt Lake Baseline and Meridian monumented with a 5/8" rebar said point being S 89°55'25" W 5306.65 feet (Basis of Bearing) from the East Quarter Corner of said Section 20 monumented with a Brass Cap, thence N 89°55'25" E 2813.50 feet along said section line; thence South 1348.24 feet to the point of beginning and running; thence S 00°42'36" W 718.32 feet along the West right-of-way of 1200 West Street; thence N 89°37'18" W 581.12 feet; thence S 01°10'31" W 40.36 feet; thence 130.87 feet along a non-tangential curve to the left having a radius of 150.00 feet, a central angle of 49°59'1 8", and a chord which bears N 23°49'08" W 126.76 feet; thence N 38°50'36" E 157.76 feet; thence N 66°58'59" E 106.97 feet; thence N 41°35'16" E 96.29 feet; thence N 08°58'52" E 91.71 feet; thence N 21°32'02" W 156.34 feet to the south boundary of Parcel 03-01 7-0022; thence along said parcel the next two courses; (1) thence S 89°03'25" E 221.96 feet; (2) thence N 01°00'10" E 178.26 feet; thence S 87°33'02" B 198.91 feet to the point of beginning, containing a total of 292,606 sf or 6.72 acres, more or less, of which 21,299 sf is considered part of the slough.

EXHIBIT "B"

Hawk Hollow Parcel

**EXISTING PARCEL 03-018-0015
(FROM BOOK 2370 PAGE 457)**

ALL OF LOT 10, BLOCK 15 J.W. FOXES SURVEY OF MILLVILLE WEST FIELD SURVEY IN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 11 NORTH, RANGE 1 EAST.

LESS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 10, THENCE SOUTH 132 FEET; THENCE WEST 120 FEET; THENCE NORTH 132 FEET; THENCE EAST 120 FEET TO BEGINNING.

EXHIBIT "C"

PROPOSED LEGAL DESCRIPTIONS**PROPOSED PARCEL 03-018-0015:**

A portion of the SE1/4 of Section 20, Township 11 North, Range 1 East, Salt Lake Base & Meridian, Nibley, Utah, more particularly described as follows:

Beginning at a point on the south right-of-way line of 3200 South Street and the northwest corner of Parcel 03-018-0028 located N89°51'19"W 1,841.55 feet and South 1,237.52 feet from the East 1/4 Corner of Section 20, T11N, R1E, SLB&M; thence along said parcel the following 2 (two) courses and distances: (1) S1°26'52"W 132.00 feet; (2) thence S88°52'07"E 120.00 feet to the west right-of-way line of 1100 West Street; thence S1°26'52"W along said right-of-way line 402.11 feet; thence N88°33'08"W 152.60 feet; thence southwesterly along the arc of a 130.00 foot radius non-tangent curve (radius bears: N47°03'35"W) to the right 107.47 feet through a central angle of 47°22'02" (chord: S66°37'26"W 104.44 feet); thence N89°41'33"W 397.20 feet; thence southwesterly along the arc of a 170.00 foot radius curve to the left 68.10 feet through a central angle of 22°57'03" (chord: S78°49'56"W 67.64 feet); thence S67°21'24"W 17.15 feet to the east right-of-line of 1200 West street; thence along said east line the following 3 (three) courses and distances: (1) northwesterly along the arc of a 636.00 foot radius non-tangent curve (radius bears: S70°03'34"W) to the left 211.73 feet through a central angle of 19°04'27" (chord: N29°28'39"W 210.75 feet) to a point of reverse curvature; (2) thence northwesterly along the arc of a 554.00 foot radius curve to the right 284.22 feet through a central angle of 29°23'41" (chord: N24°19'02"W 281.12 feet); (3) thence N27°00'26"W 1.45 feet to the south line of Parcel: 03-018-0035; thence along said Parcel the following 2 (two) course and distances; (1) thence S87°19'48"E 283.07 feet; (2) thence N0°55'52"E 174.71 feet to the south line of 3200 South Street; S88°52'07"E along said south line 555.95 feet to the point of beginning.

Contains: 10.17 acres

PROPOSED PARCEL 03-229-8002:

A portion of the SE1/4 of Section 20, Township 11 North, Range 1 East, Salt Lake Base & Meridian, Nibley, Utah, more particularly described as follows:

Beginning at a point located N89°51'19"W 1,841.55 feet and South 1,237.52 feet to the south right-of-way line of 3200 South Street and the northeast corner of Parcel: 03-018-0028 and southerly along said parcel the following 2 (two) courses and distances; (1) S1°26'52"W 132.00 feet and (2) and S88°52'07"E 120.00 feet and S1°26'52"W 402.11 feet from the East 1/4 Corner of Section 20, T11N, R1E, SLB&M to the point of beginning; thence S1°26'52"W 125.96 feet to the north line of NIBLEY MEADOWS Subdivision, Phase 1, according to the Official Plat thereof on file in the Office of the Cache County Recorder; thence N89°41'33"W along said plat 197.71 feet to the northeast corner of Parcel 2 of said Subdivision; thence along said Parcel 2 the following 12 (twelve) courses and distances: (1) S1°14'12"W 22.21 feet; (2) thence N89°21'39"E 197.73 feet; (3) thence S1°26'52"W 5.00 feet; (4) thence S89°21'39"W 197.71 feet; (5) thence S1°14'12"W 271.55 feet; (6) thence S89°11'45"E 27.96 feet; (7) thence S1°14'34"W 73.16 feet; (8) thence southwesterly along

the arc of a 230.00 foot radius non-tangent curve (radius bears: S4°56'47"E) to the left 36.88 feet through a central angle of 9°11'15" (chord: S80°27'36"W 36.84 feet); (9) thence S75°51'58"W 83.34 feet; (10) thence southwesterly along the arc of a 170.00 foot radius curve to the right 44.32 feet through a central angle of 14°56'17" (chord: S83°20'06"W 44.20 feet); (11) thence N89°11'45"W 337.75 feet; (12) thence N0°55'52"E 401.67 feet; thence N89°41'33"W 34.39 feet to the east right-of-way line of 1200 West Street; thence northwesterly along said east line and along the arc of a 636.00 foot radius non-tangent curve (radius bears: S76°21'56"W) to the left 70.00 feet through a central angle of 6°18'21" (chord: N16°47'15"W 69.96 feet); thence N67°21'24"E 17.15 feet; thence northeasterly along the arc of a 170.00 foot radius curve to the right 68.10 feet through a central angle of 22°57'03" (chord: N78°49'56"E 67.64 feet); thence S89°41'33"E 397.20 feet; thence northeasterly along the arc of a 130.00 foot radius curve to the left 107.47 feet through the central angle of 47°22'02" (chord: N66°37'26"E 104.44 feet); thence S88°33'08"E 152.60 feet to the point of beginning.

Contains: 5.99 acres

PROPOSED PARCEL 03-017-0012:

A portion of the SE1/4 & SW1/4 of Section 20, Township 11 North, Range 1 East, Salt Lake Base & Meridian, Nibley, Utah, more particularly described as follows:

Beginning at a point located on the south line of Parcel: 03-017-0030, located N89°51'19"W 2,697.05 feet and South 1,339.48 feet from the East 1/4 Corner of Section 20, T11N, R1E, SLB&M; thence S87°08'56"E along the south line of said Parcel 3.80 feet to the northwest corner of Parcel: 03-018-0035; thence along said Parcel the following 3 (three) courses and distances: (1) southeasterly along the arc of a 119.62 foot radius non-tangent curve (radius bears: N88°37'21"E) to the left 11.40 feet through a central angle of 5°27'45" (chord: S4°06'31"E 11.40 feet); (2) thence southeasterly along the arc of a 416.27 foot radius non-tangent curve (radius bears: N84°59'52"E) to the left 39.33 feet through a central angle of 5°24'51" (chord: S7°42'33"E 39.32 feet); (3) thence S87°19'48"E 4.17 feet to the east right-of-way line of 1200 West Street; thence along said right-of-way line the following 3 (three) courses and distances: (1) S27°00'26"E 1.45 feet; (2) thence southeasterly along the arc of a 554.00 foot radius non-tangent curve (radius bears: N80°22'49"E) to the left 284.22 feet through a central angle of 29°23'41" (chord: S24°19'02"E 281.12 feet) to a point of reverse curvature; (3) thence southeasterly along the arc of a 636.00 foot radius curve to the right 110.71 feet through a central angle of 9°58'24" (chord: S34°01'40"E 110.57 feet); thence S0°55'52"W 847.47 feet to the northeast corner of NIBLEY FARMS Subdivision, Phase 4, according to the Official Plat thereof on file in the Office of the Cache County Recorder; thence N88°52'08"W along said Plat 585.30 feet to a point on the east line of ZOLLINGER ACRES Subdivision, Phase 4, according to the Official Plat thereof on file in the Office of the Cache County Recorder; thence N1°23'47"E along said Plat and along the east line of Phase 7 of said Subdivision 474.01 feet to a point on the east line of ZOLLINGER ACRES Subdivision, Phase 7, according to the Official Plat thereof on file in the Office of the Cache County Recorder; thence along said Plat the following 2 (two) courses and distances: (1) northwesterly along the arc of a 150.00 foot radius curve to the left 130.86 feet through a

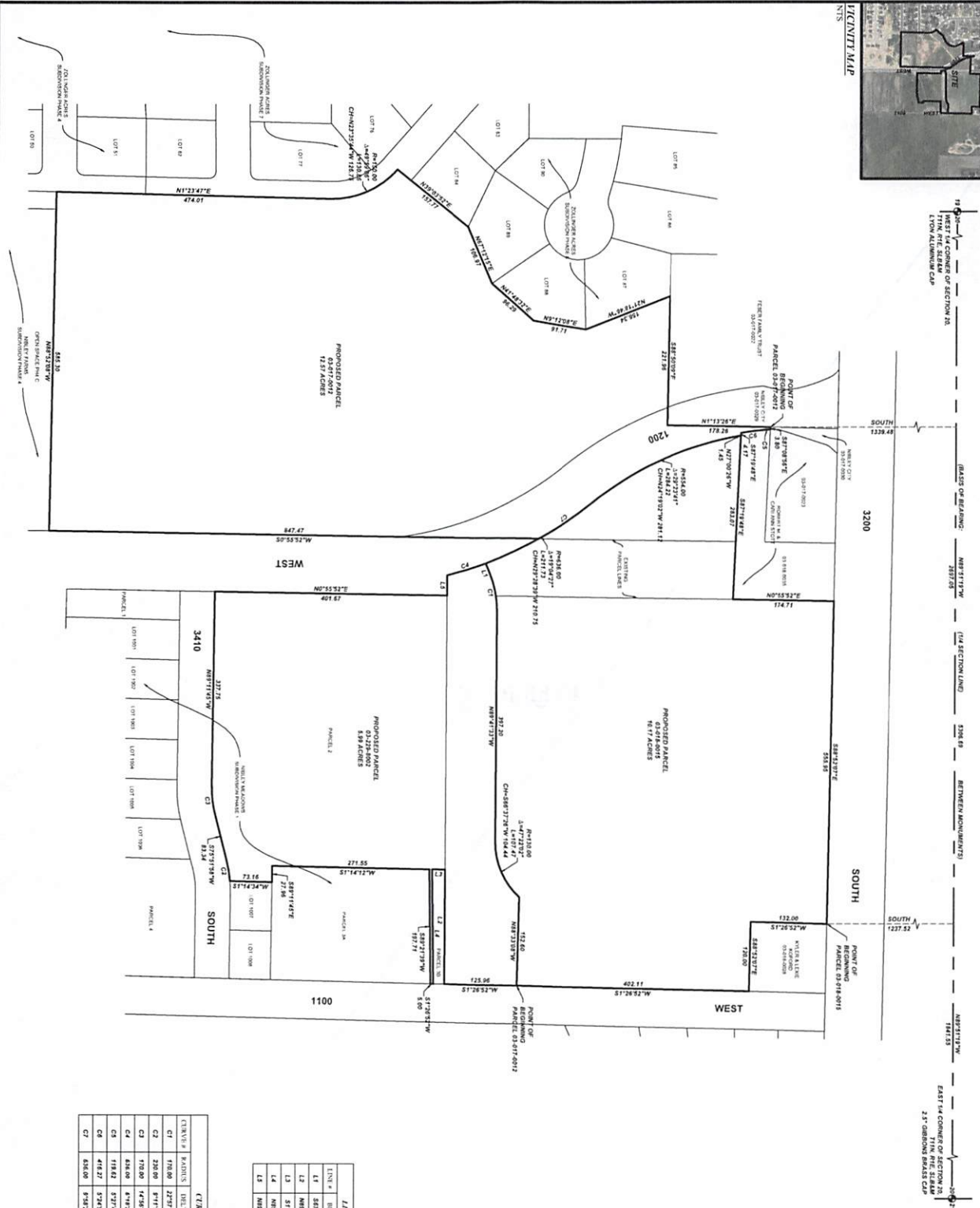
central angle of 49°59'06" (chord: N23°35'44"W 126.75 feet); (2) thence N39°03'52"E 157.77 feet to the southerly corner of ZOLLINGER ACRES Subdivision, Phase 8, according to the Official Plat thereof on file in the Office of the Cache County Recorder; thence along said Plat the following 4 (four) courses and distances: (1) N67°12'15"E 106.97 feet; (2) thence N41°48'32"E 96.29 feet; (3) thence N9°12'08"E 91.71 feet; (4) thence N21°18'46"W 156.34 feet to the south line of Parcel: 03-017-0022; thence S88°50'09"E along said south line and along the south line of Parcel: 03-017-0029 221.96 feet to the southeast corner of Parcel: 03-017-0029; thence N1°13'26"E along said Parcel 178.26 feet to the point of beginning.

Contains: 12.57 acres

Exhibit "D"



LOCATION MAP



LINE #	BEARING	DISTANCE
L1	S 88° 12' 37" E	17.15
L2	S 88° 12' 37" E	17.15
L3	S 88° 12' 37" E	17.15
L4	S 88° 12' 37" E	17.15
L5	S 88° 12' 37" E	17.15

LINE #	BEARING	DISTANCE
L1	S 88° 12' 37" E	17.15
L2	S 88° 12' 37" E	17.15
L3	S 88° 12' 37" E	17.15
L4	S 88° 12' 37" E	17.15
L5	S 88° 12' 37" E	17.15

BOUNDARY LINE ADJUSTMENT
 LOCATION: SW 1/4 & SE 1/4 OF SECTION 20, T11N, R1E, S.L.B.&M.
 NIBLEY, UTAH
 PROPERTY OF: NIBLEY HAWK HOLLOW, LLC & NIBLEY CITY
 PREPARED FOR: HAWK HOLLOW SUBDIVISION

civilsolutionsgroup inc.
 CACHE VALLEY | P: 435.213.3762
 SALT LAKE | P: 801.216.3192
 UTAH VALLEY | P: 801.874.1432
 Info@civilsolutionsgroup.net
 www.civilsolutionsgroup.net

REVISION BLOCK	NO.	DATE	DESCRIPTION
1	1		
2	2		
3	3		
4	4		
5	5		
6	6		
7	7		
8	8		
9	9		
10	10		

Exhibit 3

