

After Recording Mail to:  
50 E. North Temple St. 12<sup>th</sup> Floor  
Salt Lake City, UT 84150-0012

Send Tax Statements to:  
LDS Church Tax Administration  
50 E. North Temple St. 22<sup>nd</sup> Floor  
Salt Lake City, UT 84150-0022

Property No. 504-6491



## BOUNDARY LINE AGREEMENT

Lincoln County School District ("District") and Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole ("CPB") hereby make and enter into this BOUNDARY LINE AGREEMENT as of the 9 day of October, 2012.

### 1. Background

A. Lincoln County School District owns those certain parcels of real property ("District Parcels") located in Lincoln County, Nevada, more particularly described on Exhibit "A" attached hereto and made a part hereof.

B. CPB owns that certain parcel of real property ("CPB Parcel") located in Lincoln County, Nevada, more particularly described on Exhibit "B" attached hereto and made a part hereof. The District Parcel and the CPB Parcel are sometimes referred to herein singularly as a "Parcel" and collectively as the "Parcels."

C. The District Parcels and the CPB Parcel are contiguous to each other and share a common boundary line.

D. Uncertainty and doubt has existed between the Parties regarding the location of the common boundary line between the Parcels. The Parties have had the property surveyed and now agree on the location of the common boundary line and desire to establish and fix the common boundary line between the Parcels by having CPB convey to District the land described in Exhibit "C" and having District convey to CPB the land described in Exhibit "D", and by establishing the new boundary line as the west and north boundaries of the revised description of the CPB Parcel as shown in Exhibit "E", all in accordance with the terms of this Agreement.

2. Consideration. The parties acknowledge the receipt and sufficiency of consideration for this agreement, including mutual promises and other good and valuable consideration.

3. Boundary Line. From and after the date of this Agreement, the common and shared boundary line ("Boundary Line") between the District Parcel and the CPB Parcel shall be as is described on Exhibit "E", and each Party hereto shall have the right to use, occupy and enjoy its respective Parcel up to the Boundary Line. In order to accomplish the mutual goals and desires of the

Parties hereto, and to conform the legal descriptions of each of the Parcels to the Boundary Line (i) District hereby quit-claims to CPB any and all of Lincoln County School District' right, title and interest in and to that portion of the District Parcel situated on South and East side of the Boundary Line (as described in Exhibit "D"); (ii) CPB hereby quit-claims to District all of CPB's right, title and interest in and to that portion of the CPB Parcel situated on the West side of the Boundary Line (as described in Exhibit "C") ; and (iii) the legal description for the CPB Parcel set forth on Exhibit "B" shall henceforth be changed to the description set forth on Exhibit "E" in order to incorporate and conform to the new Boundary Line as between the Parcels.

4. Taxes; Assessments. The Parties shall each be obligated to pay any and all taxes, assessments and other impositions on, and to take all actions necessary to amend the tax identification numbers for, their respective Parcel.

5. Integration; Modification. This Agreement 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.

6. Duration; Rights Run With the Land; Binding Effect. This Agreement and the Boundary Line established hereby 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 Parcel, or any portion of their respective 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 Parcels, or any portion of the Parcels, or any change of use, demolition, reconstruction, expansion or other circumstances.

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

*[signature pages to follow]*



SIGNATURE PAGE  
TO  
BOUNDARY AGREEMENT

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

LINCOLN COUNTY SCHOOL DISTRICT

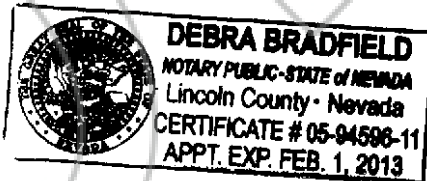
Nyikki L. Holton

~~Chris Arch~~ Lincoln County School District  
Nykki L. Holton

STATE OF NEVADA                             )  
   )ss.  
County of Lincoln                             )

On the 9<sup>th</sup> day of October, 2012, personally appeared before me Nyikki L. Holton who acknowledged that he signed the foregoing agreement as Superintendent of Lincoln County School District.

Debra Bradfield  
NOTARY PUBLIC





ATURE PAGE  
TO  
BOUNDARY AGREEMENT

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

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



BY: Terry F. Rudd  
ITS: Authorized Agent  
*KDW*

STATE OF UTAH                    )  
  ) ss.  
County of Salt Lake            )

On the 24<sup>th</sup> day of September, 2012, personally appeared before me Terry F. Rudd who being by me duly sworn, did say that he is an Authorized Agent of Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, and the said signer acknowledged to me that said corporation executed the same.

Kimo D. Wood  
NOTARY PUBLIC





EXHIBIT "A"  
TO  
BOUNDARY AGREEMENT

District Parcel

PARCEL 1:

THAT PART OF LOTS ONE (1) AND TWO (2) IN BLOCK TWENTY-FIVE (25) OF THE TOWN OF PANACA AS SHOWN BY MAP THEREOF ON FILE IN THE OFFICE OF THE COUNTY RECORDER, LINCOLN COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT ONE (1) IN BLOCK TWENTY-FIVE (25) AND RUNNING THENCE EAST, ALONG THE STREET LINE, FIVE HUNDRED TWENTY-EIGHT (528) FEET TO THE NORTHEAST CORNER OF LOT TWO (2) IN BLOCK TWENTY-FIVE (25), THENCE SOUTH, AT RIGHT ANGLES, ALONG THE STREET LINE, TWO HUNDRED SEVENTEEN (217) FEET TO A POINT FORTY SEVEN (47) FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT NO. TWO (2), THENCE WEST, AT RIGHT ANGLES, FIVE HUNDRED TWENTY-EIGHT (528) FEET TO A POINT FORTY-SEVEN (47) FEET NORTH FROM THE SOUTHWEST CORNER OF LOT ONE (1) IN BLOCK TWENTY-FIVE (25) AND THENCE, AT RIGHT ANGLES ALONG THE STREET LINE, NORTH TWO HUNDRED SEVENTEEN (217) FEET TO THE PLACE OF BEGINNING AND BEING THE NORTH TWO HUNDRED SEVENTEEN (217) FEET OF LOTS ONE (1) AND TWO (2) IN BLOCK TWENTY-FIVE (25).

NOTE: THE ABOVE METES AND BOUNDS LEGAL DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED FEBRUARY 27, 1940 IN BOOK E-1 OF DEEDS, PAGE 521, AS INSTRUMENT NO. 14854.

PARCEL 2:

THAT PART OF LOTS ONE (1) AND FOUR (4) IN BLOCK TWENTY-FIVE (25) OF THE TOWN OF PANACA AS SHOWN BY MAP THEREOF ON FILE IN THE OFFICE OF THE COUNTY RECORDER, LINCOLN COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT, ON THE STREET LINE, TWO HUNDRED SEVENTEEN (217) FEET SOUTH FROM THE NORTHWEST CORNER OF LOT ONE (1) IN BLOCK TWENTY-FIVE (25) AND THENCE, AT RIGHT ANGLES ALONG THE DIVIDING LINE OF THE LINCOLN COUNTY HIGH SCHOOL PROPERTY AND THE PANACA DISTRICT SCHOOL PROPERTY, EAST TWO HUNDRED TWO (202) FEET TO THE WEST LINE OF WHAT IS KNOWN AS THE RELIEF SOCIETY PROPERTY, THENCE, AT RIGHT ANGLES ALONG THE



SAID WEST LINE OF THE RELIEF SOCIETY PROPERTY, SOUTH THREE HUNDRED ELEVEN (311) FEET TO THE SOUTH LINE OF LOT FOUR (4) IN BLOCK TWENTY-FIVE (25), THENCE, AT RIGHT ANGLES ALONG THE STREET LINE, WEST TWO HUNDRED TWO (202) FEET TO THE SOUTHWEST CORNER OF LOT FOUR (4) IN BLOCK TWENTY-FIVE (25) AND THENCE, AT RIGHT ANGLES, NORTH ALONG THE STREET LINE THREE HUNDRED ELEVEN (311) FEET TO THE PLACE OF BEGINNING AND BEING FORTY-SEVEN (47) FEET NORTH OF THE NORTHWEST CORNER OF LOT FOUR (4) IN BLOCK TWENTY-FIVE.

NOTE: THE ABOVE METES AND BOUNDS LEGAL DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED JUNE 23, 1950 IN BOOK H-1 OF DEEDS, PAGE 489, AS INSTRUMENT NO. 25752,

PARCEL 3:

THAT PART OF LOTS ONE (1) AND TWO (2) IN BLOCK TWENTY-FIVE (25) OF THE TOWN OF PANACA AS SHOWN BY MAP THEREOF ON FILE IN THE OFFICE OF THE COUNTY RECORDER, LINCOLN COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 217 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 1, BLOCK 25, THENCE EAST 202 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE NORTHWEST CORNER OF GRANTOR'S PROPERTY; THENCE CONTINUING EAST 80 FEET ALONG THE DIVIDING LINE BETWEEN THE GRANTOR'S PROPERTY AND LINCOLN COUNTY HIGH SCHOOL PROPERTY; THENCE SOUTH 40 FEET; THENCE WEST 80 FEET TO A POINT ON THE DIVIDING LINE BETWEEN THE GRANTOR'S PROPERTY AND PANACA ELEMENTARY SCHOOL PROPERTY; THENCE NORTH ALONG SAID DIVIDING LINE 40 FEET TO THE PLACE OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS LEGAL DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED OCTOBER 18, 1965 IN BOOK M-1 OF DEEDS, PAGE 471, AS INSTRUMENT NO. 43292.



EXHIBIT "B"  
TO  
BOUNDARY AGREEMENT

CPB Parcel

PARCEL 4:

ALL OF BLOCK TWENTY-FIVE (25) OF THE TOWN OF PANACA AS SHOWN BY MAP THEREOF ON FILE IN THE OFFICE OF THE COUNTY RECORDER, LINCOLN COUNTY, NEVADA.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED IN DEED RECORDED FEBRUARY 27, 1940 IN BOOK E-1 OF DEEDS, PAGE 521, AS INSTRUMENT NO. 14854.

AND EXCEPTING THEREFROM THAT PORTION AS CONVEYED IN DEED RECORDED JUNE 23, 1950 IN BOOK H-1 OF DEEDS, PAGE 489, AS INSTRUMENT NO. 25752.

ALSO EXCEPTING THEREFROM THAT PORTION AS CONVEYED IN DEED RECORDED OCTOBER 18, 1965 IN BOOK M-1 OF DEEDS, PAGE 471, AS INSTRUMENT NO. 43292.

PARCEL 4 IS ALSO DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1, THENCE N 89°31'21" W 246.00 FEET; THENCE S 00°28'38" W 40.00 FEET; THENCE N 89°31'21" W 80.00 FEET; THENCE S 00°28'39" W 271.00 FEET TO THE NORTH BOUNDARY OF MAIN STREET; THENCE ALONG MAIN STREET S 89°31'21" E 326.00 FEET; THENCE N 00°28'39" E 311.00 FEET TO THE POINT OF BEGINNING.



EXHIBIT "C"  
TO  
BOUNDARY AGREEMENT

Legal description of parcel conveyed from CPB to District

DESCRIPTION of Tract 1

A tract of land within Block 25 (Known as the Public Square) in the Town of Panaca, Lincoln County, Nevada and more particularly described as follows:

Beginning on the northwest corner of said Tract 1 monumented by a stainless steel disk stamped L SMITH PLS 1275, from which the west quarter corner of said Section 9, Township 2 South, Range 69 East bears S 18°17'54" W 1014.93 feet ;  
Thence S 89°31'21" E 25.63 feet to a fence;  
Thence S 00°08'43" E 271.02 feet along said fence to the south boundary of said Block 25;  
Thence N 89°30'48" W 28.57 feet along said Block 25 south boundary;  
Thence N 00°28'39" E 271.00 feet to the point of beginning;  
Containing 7344 square feet more or less.

The basis of bearing is the west line of the northwest quarter of Section 9, T.2S., R.68E., M.D.M. given as N 00°06'10" W in the B.L.M. Dependent Resurvey of 1974.





EXHIBIT "D"  
TO  
BOUNDARY AGREEMENT

Legal Description of Parcels conveyed from District to CPB

DESCRIPTION of Tract 2

A tract of land within Block 25 (Known as the Public Square) in the Town of Panaca, Lincoln County, Nevada and more particularly described as follows:

Beginning on the southwest corner of said Tract 2 monumented by a stainless steel disk stamped L SMITH PLS 1275, from which the west quarter corner of said Section 9, Township 2 South, Range 69 East bears S 19°39'53" W 1023.06 feet;  
Thence N 00°08'44" W 40.00 feet to a point within an existing building;  
Thence S 89°31'21" E 54.81 feet;  
Thence S 00°28'39" W 40.00 feet;  
Thence N 89°31'21" W 54.37 feet to the point of beginning;  
Containing 2184 square feet more or less.

The basis of bearing is the west line of the northwest quarter of Section 9, T.2S., R.68E., M.D.M. given as N 00°06'10" W in the B.L.M. Dependent Resurvey of 1974.

DESCRIPTION of Tract 3

A tract of land within Block 25 (Known as the Public Square) in the Town of Panaca, Lincoln County, Nevada and more particularly described as follows:

Beginning on the southwest corner of said Tract 3, from which the west quarter corner of said Section 9, Township 2 South, Range 69 East bears S 22°08'20" W 1058.22 feet ;  
Thence N 00°28'39" E 22.74 feet;  
Thence S 89°31'21" E 10.03 feet;  
Thence S 00°35'15" E 22.68 feet  
Thence N 89°54'21" W 10.45 feet to the point of beginning,  
Containing 233 square feet more or less.

The basis of bearing is the west line of the northwest quarter of Section 9, T.2S., R.68E., M.D.M. given as N 00°06'10" W in the B.L.M. Dependent Resurvey of 1974.



EXHIBIT "E"  
TO  
BOUNDARY AGREEMENT

CORRECTED AND REVISED LEGAL DESCRIPTION OF CPB PARCEL,  
OF WHICH THE NORTH AND WEST BOUNDARIES ARE THE  
NEW BOUNDARY LINE BETWEEN CPB AND DISTRICT

BEGINNING ON THE SOUTHWEST CORNER OF TRACT 2 MONUMENTED BY A  
STAINLESS STEEL DISK STAMPED L SMITH PLS 1275, FROM WHICH THE WEST  
QUARTER CORNER OF SAID SECTION 9, TOWNSHIP 2 SOUTH, RANGE 69 EAST BEARS  
S 19°39'53" W 1023.06 FEET;  
THENCE S 00°08'43" E 271.02 FEET TO THE NORTH BOUNDARY OF MAIN STREET;  
THENCE ALONG MAIN STREET S 89°31'24" E 297.43 FEET;  
THENCE N 00°28'39" E 311.00 FEET;  
THENCE N 89°31'21" W 300.81 FEET;  
THENCE S 00°08'44" E 40.00 FEET TO THE POINT OF BEGINNING.

Legal description calculated from L Smith Survey of Tracts 1, 2 and 3.