



W2246360

E# 2246360 PG 1 OF 12
ERNEST D ROWLEY, WEBER COUNTY RECORDER
05-MAR-07 4:19 PM FEE \$32.00 DEP JC
REC FOR: METRO NATIONAL TITLE - OGDEN
ELECTRONICALLY RECORDED

WHEN RECORDED RETURN TO:

Parr Waddoups Brown Gee & Loveless
185 South State Street, Suite 1300
Salt Lake City, Utah 84111
Attn: Roger D. Henriksen, Esq.

BOUNDARY LINE ADJUSTMENT AGREEMENT

This BOUNDARY LINE ADJUSTMENT AGREEMENT (the "Agreement") is entered into as of the 2nd day of March 2007, by and between WOLF CREEK PROPERTIES, LC, a Utah limited liability company ("Wolf Creek"), whose address for the purposes is 3923 North Wolf Creek Drive, Eden, Utah 84310, and EDWARD ALLAIN ADAIR and CHERYL KATHRYN BROWNING ADAIR, Trustees of the EDWARD ALLAIN ADAIR AND CHERYL KATHRYN BROWNING ADAIR FAMILY TRUST DATED SEPTEMBER 15, 1999 (the "Trust"), .

Recitals:

A. Wolf Creek is the owner of the following described parcel of real property (the "WC Parcel"), situated in Weber County, State of Utah:

[See Exhibit A attached hereto and incorporated herein by reference]

B. The Trust is the owner of the following described parcel of real property (the "Trust Parcel"), situated in Weber County, State of Utah,

[See Exhibit B attached hereto and incorporated herein by reference].

C. The WC Parcel and the Trust Parcel adjoin one another and the parties desire to adjust their mutual boundary as provided herein in order to eliminate any confusion and dispute and to forever determine the issue of the common boundary line between the WC Parcel and the Trust Parcel.

Agreement:

NOW, THEREFORE, in consideration of the above premises, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and for the purpose of permanently establishing the common legal and physical boundary line between the parcels described herein, it is hereby agreed as follows:

1. Common Boundary Line. The common boundary line, being a portion of the Westerly and Southerly boundary line of the WC Parcel and a portion of the Northerly boundary line of the Trust Parcel shall be hereafter described as follows:

[See Exhibit C attached hereto and incorporated herein by reference]

2. Quit Claim by Wolf Creek. Wolf Creek hereby releases, remises, and quit-claims to The Trust all of its right, title and interest in and to any real property located within the Trust Parcel and lying to the South of the common boundary line described hereinabove; provided that Wolf Creek retains all of its rights as

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to the maintenance and use of such property set forth in that certain Restrictive Covenant dated October 17, 2005, a copy of which is attached as Exhibit D hereto and which the parties hereto hereby ratify, reaffirm and make binding on the portion of the Trust Parcel lying to the south of the common boundary line.

3. Quit Claim by The Trust. The Trust hereby releases, remises, and quit-claims to Wolf Creek all of its right, title and interest in and to any real property located within the Trust Parcel and lying to North and East of the common boundary line described hereinabove.

4. Miscellaneous Provisions.

4.1 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4.2 No New Lot; No Violation of Zoning Ordinance. The parties acknowledge and agree that the lot line adjustment provided for herein does not create a new lot and does not result in a violation of applicable zoning ordinances.

4.3 Survival. This agreements set forth herein shall survive the delivery of this agreement, and each and every one of the obligations and undertakings of the parties herein shall be continuing obligations and undertakings and shall not cease and terminate until all of the obligations and undertakings set forth herein shall have been fully paid, performed and discharged.

4.4 Attorneys Fees. In the event it becomes necessary for any party to this Agreement to commence legal action to enforce its rights under this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

4.5 Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable or unenforceable, such void, voidable or unenforceable term or provision shall not affect any other term or provision of this Agreement.

4.6 Governing Law. This Agreement and all matters relating hereto shall be governed by, construed and interpreted in accordance with the laws of the State of Utah.

4.7 Entire Agreement. This Agreement (together with the Exhibits hereto) constitutes the entire understanding and agreement between the parties hereto and supersedes all prior agreements, representations or understandings between them relating to the subject matter hereof. All preceding agreements relating to the subject matter hereof, whether written or oral, are hereby merged into this Agreement. This Agreement may not be modified in any manner except by an instrument in writing signed by all of the parties hereto.

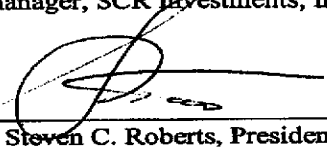
4.8 Further Action. The parties hereby agree to execute and deliver such additional documents and to take further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

[Signature page follows]

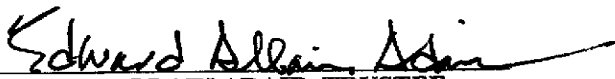
IN WITNESS WHEREOF, intending to be legally bound, the parties hereto, execute this Boundary Line Adjustment Agreement on the date and year first above written.


"WOLF CREEK":

WOLF CREEK PROPERTIES, LC,
By its manager, Eden Investments, LLC
By its manager, Eden Valley Holdings, LLC
By its manager, Eden Properties, LLC
By its manager, SCR Investments, Inc.

By: 
Steven C. Roberts, President

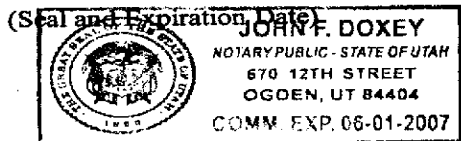
"TRUST":


EDWARD ALLAIN ADAIR, TRUSTEE
of the Edward Allain Adair and Cheryl Kathryn Browning
Adair Family Trust dated September 15, 1999


CHERYL KATHRYN BROWNING ADAIR, TRUSTEE
of the Edward Allain Adair and Cheryl Kathryn Browning
Adair Family Trust dated September 15, 1999

STATE OF UTAH)
) ss:
County of WEBER)

On this 2nd day of March, 2007 personally appeared before me **Steven C. Roberts**, who being duly sworn, did say that he is the President of SCR Investments, Inc., which is the Manager of Eden Properties, LLC, which is the Manager of Eden Investments, LLC, which is the Manager of Wolf Creek Properties, LC, the signer of the foregoing Agreement and duly acknowledged to me that he executed the same on behalf of and with full authority of said entities and Wolf Creek Properties, LC.

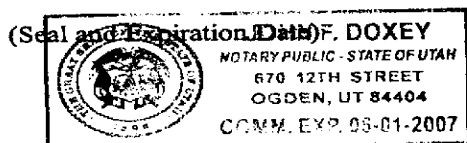


Notary Public



STATE OF UTAH)
 :ss
County of WEBER)

On this 2nd day of March, 2007 personally appeared before me **Edward A. Adair**, Trustee of Edward Allain Adair and Cheryl Kathryn Browning Adair Family Trust, who being duly sworn, did say that he is the signer of the foregoing Agreement and duly acknowledged to me that he executed the same on behalf of and with full authority as Trustee of Edward Allain Adair and Cheryl Kathryn Browning Adair Family Trust dated September 15, 1999.



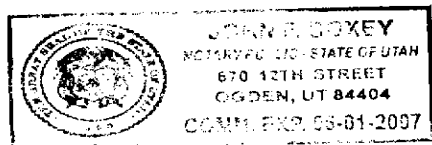
Notary Public



STATE OF UTAH)
 :ss
County of WEBER)

On this 2nd day of March, 2007 personally appeared before me **Cheryl Kathryn Browning Adair**, Trustee of Edward Allain Adair and Cheryl Kathryn Browning Adair Family Trust, who being duly sworn, did say that she is the signer of the foregoing Agreement and duly acknowledged to me that she executed the same on behalf of and with full authority as Trustee of Edward Allain Adair and Cheryl Kathryn Browning Adair Family Trust dated September 15, 1999.

(Seal and Expiration Date)



Notary Public

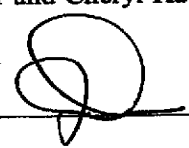


EXHIBIT A
TO
BOUNDARY LINE ADJUSTMENT AGREEMENT

WC Parcel Description


The "WC Parcel" referred to in the foregoing Agreement is located in Weber County, Utah, and is more particularly described as follows:

POWDER CANYON DEVELOPMENT

A part of the Southwest Quarter of Section 22, T7N, R1E, SLB&M, Beginning at the Northwest corner of Moose Hollow Condominiums Phase 2, said point is on the Southerly Right of Way of Moose Hollow Drive, point being South 2,064.88 feet and West 291.76' from the Center Quarter Corner of said Section 22 (Basis of Bearing N 89°14'39" W from said Quarter Corner to the West Corner of said Section 22); thence as follows:

S 45°18'01" W	180.35 feet along said Moose Hollow Condominium Phase 2 Boundary to Moose Hollow Phase 4 Boundary and Phase 4 Boundary the following three courses:
along said	
S 45°26'32" W	119.26 feet; thence
S 49°48'25" W	243.22 feet; thence
S 35°29'01" W	123.17 feet; thence
S 08°00'36" W	130.85 feet along said Phase 4 Boundary and an extension of said boundary to an existing fence; thence
N 89°14'28" W	223.67 feet along an existing fence; thence
N 85°28'50" W	149.48 feet along an existing fence to an existing wood fence;
N 00°45'07" W	178.63 feet along an existing wood fence, not following the fence where the fence deviates around an existing ditch;
N 00°45'07" W	227.33 feet along an extension of an existing wood fence to the Easterly Right of Way of SR-158 which is a non-tangent curve to the right and along said Right of Way the following two courses:
Northeasterly	303.04 feet (R=865.42', D=20°03'48", T=153.09', CH=301.50', CHB=N 39°18'13" E) to a tangent line; thence
N 49°20'06" E	112.55 feet to the Southern Right of Way of Moose Hollow Drive and along said Moose Hollow Drive Right of Way the following three courses:
S 41°49'00" W	75.71 feet (75.28' Record) to a tangent curve to the right; thence
Southeasterly	252.63 feet (R=280.00', D=51°41'42", T=135.65', CH=244.15', CHB=S 67°39'51" E) to a tangent line; thence
N 86°29'18" E	314.62 feet to the Point of Beginning.

Area: 341,507.65 Sq.Ft. 7.840 Acres

22-016-0053(22-016-0006)


Parcel No: 22-016-0006

EXHIBIT B
TO
AGREEMENT FOR BOUNDARY LINE ADJUSTMENT AND RESERVED EASEMENT

The Trust Parcel Description

The "Trust Parcel" referred to in the foregoing Agreement is located in Weber County, Utah, and is more particularly described as follows:

BEGINNING AT A POINT SOUTH 89°07'34" EAST ALONG THE SECTION LINE 1501.14 FEET AND NORTH 384.00 FEET FROM THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN AND RUNNING THENCE SOUTH 01°50'26" WEST (SOUTH 1°20'00" WEST PER DEED) 375.67 FEET, THENCE SOUTH 05°24'26" WEST (SOUTH 04°54'00" WEST PER DEED) 378.41 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE UTAH POWER AND LIGHT PROPERTY, THENCE NORTH 76°33'00" WEST (NORTH 76°65'00" WEST PER DEED) ALONG SAID NORTH RIGHT OF WAY LINE 36.68 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WOLF CREEK DRIVE, THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY ALONG THE ARC OF A 1159.60 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 77°23'26" EAST) THROUGH A CENTRAL ANGLE OF 31°31'20" A DISTANCE OF 637.97 FEET TO A POINT OF A COMPOUND CURVE, THENCE CONTINUING ALONG SAID RIGHT OF WAY NORTHERLY ALONG THE ARC OF A 865.42 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 71°05'14" EAST) THROUGH A CENTRAL ANGLE OF 8°15'24" A DISTANCE OF 124.71 FEET TO THE POINT OF BEGINNING.

Parcel No.: 22-016-0016


22-016-0054 (22-016-0016) 

EXHIBIT C
TO
AGREEMENT FOR BOUNDARY LINE ADJUSTMENT AND RESERVED EASEMENT

Common Boundary Line Description

The common boundary line between the Trust Parcel and the WC Parcel referred to in the foregoing Agreement is located in Weber County, Utah, and is more particularly described as follows:

ADAIR FENCE LINE AGREEMENT

A part of the Southwest Quarter of Section 22, T7N, R1E, SLB&M, Beginning at an intersection of two fence lines, point being more or less South 2,647.50 feet and West 1,153.11' from the Center Quarter Corner of said Section 22 {Basis of Bearing N 89°14'39" W from said Quarter Corner to the West Corner of said Section 22}; thence as follows:

N 00°45'07" W	178.63 feet along an existing wood fence, not following the fence where the fence deviates around an existing ditch; thence
N 82°25'13" W	89.91 feet along an existing wood fence, to the Easterly Right of Way of SR 158.

EXHIBIT D
TO
AGREEMENT FOR BOUNDARY LINE ADJUSTMENT AND RESERVED EASEMENT

Existing Restrictive Covenant

RESTRICTIVE COVENANT

The Property is hereby subject to the following covenants, conditions, easements and restrictions, which shall run with and burden the Property and be for the benefit of Wolf Creek Properties, LC. In insuring the ongoing maintenance of the Property:

*10/17/05
see SA.
and/or landscaping*

1. The Property shall be used for livestock pasture, ~~and~~ ^{and} grazing purposes only. No structures shall be placed, erected, or installed upon the Property other than wood fencing (minimum of a 2 rail fence). The construction and installation of any Landscaping shall be subject to the following provisions:

- (a) If Buyer elects to install Landscaping, Buyer agrees to construct and install such Landscaping subject to the limitations set forth herein and in accordance with all applicable codes, statutes, laws, rules, ordinances, orders and regulations (collectively, "Laws"), and plans and specifications prepared by Buyer and approved in writing by Wolf Creek Properties, LC. Buyer shall obtain all necessary governmental permits and approvals for such Landscaping; however, Buyer covenants not to apply for any governmental permits or approvals or submit any plans to any governmental agency unless and until Wolf Creek Properties, LC. Shall have approved them in writing in all aspects.
- (b) Buyer shall not store or keep, or permit to be stored or kept, any construction equipment, vehicles, farm equipment, hay or materials on the Property that are in view of the State Highway unless mutually agreed upon in writing by Wolf Creek Properties, LC. And Buyer.

2. Buyer covenants to maintain the Property at Buyer's sole cost and expense, at all times in a good, clean, orderly, flourishing and sanitary condition, consistent with established standards for fenced non-irrigated pasture for livestock grazing.

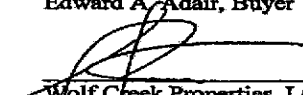
If Buyer elects to install landscaping, Buyer covenants to maintain such landscaping at Buyer's sole cost and expense, at all times in a good, clean, orderly, flourishing and sanitary condition, consistent with that of Wolf Creek Properties, LC's property including, but not limited to, installation of irrigation/sprinkler system to receive irrigation water supplied by Wolf Creek Properties, LC. sufficient for the landscaping and pasture, regular watering and regular landscaping maintenance as needed. If Buyer fails to commence performance of any such maintenance work within 10 days after written notice thereof from Wolf Creek Properties, LC., or in any case where Buyer fails to diligently pursue the same, Wolf Creek Properties, LC. may enter upon the Property and perform such maintenance work. Whereupon expenses incurred by Wolf Creek Properties, LC. in performing such work, together with a 25% overhead and management fee, shall be paid upon demand therefore by Wolf Creek Properties, LC. Wolf Creek Properties, LC. has the absolute right of entry upon the Property to perform such maintenance and shall in no event be held to be a trespasser upon the Property.

3. All provisions hereof shall be covenants running with the land which constitutes the Property and binding and benefiting the heirs, representatives, successors and assigns of, and persons claiming by, through or under, Seller and Buyer (collectively, "Successors"). All provisions hereof shall be specifically enforceable against Buyer and Buyer's Successors as the owner of the Property from time to time, and shall inure to the benefit of and enforceable by Wolf Creek Properties, LC. And it's Successors as the owners and/or possessors of adjacent neighboring properties.

Agreed by:


Edward A. Adair, Buyer

Date: 10/17/05


Wolf Creek Properties, LC.
By Steven Roberts, Managing Member

Date: 10/17/05

