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BST



WHEN RECORDED, MAIL TO:

Michael Moyal
1825 Washington Boulevard
Ogden, Utah 84401

E# 2968950 PG 1 OF 8
Leann H. Kilts, WEBER COUNTY RECORDER
08-Mar-19 0207 PM FEE \$25.00 DEP TN
REC FOR: MOUNTAIN VIEW TITLE - OGDEN
ELECTRONICALLY RECORDED

158140

03-018-0044 (03-018-0005) NJ
03-018-0045 (03-018-0004 + 0005) NJ
Affects Parcel Nos. ~~03-018-0005~~ DD
~~03-018-0006~~

BOUNDARY LINE AGREEMENT AND MUTUAL QUIT CLAIM DEED

This Boundary Line Agreement and Mutual Quit Claim Deed (the "Agreement") is made this 25 day of February, 2019, by and between Michael Moyal, Trustee, or his successors in interest, of the Michael Moyal Living Trust dated July 14, 2016, and any amendments thereto, (hereinafter referred to as "Owner One"); of 1825 Washington Boulevard, Ogden, Utah 84401 (address), and Michael Moyal, Trustee, or his successors in interest, of the Michael Moyal Living Trust dated July 14, 2016, and any amendments thereto, (hereinafter referred to as "Owner Two") of 1825 Washington Boulevard, Ogden, Utah 84401 (address) (Owner One and Owner Two are collectively referred to as the "Parties").

RECITALS

- A. The Parties are the owners of record of adjoining parcels or lots within Ogden City, Weber County Utah. Owner One currently owns property at 1825 Washington Boulevard, Ogden, Utah, 84401 which is further described on Exhibit A. Owner Two currently owns property at 1825 Washington Boulevard, Ogden, Utah, 84401 which is further described on Exhibit B.
- B. The Parties have discussed the mutual advantages to be derived through the relocation of their common boundary line and are interested in establishing written evidence of their agreement.
- C. The Parties have reviewed and approved a revised description of their respective boundary which has been prepared in accordance with the terms of this Agreement regarding the identification, alteration, or correction of their common boundary line. Attached hereto as Exhibit C which contains a description of the line that the Parties have each agreed to as their new common dividing line.
- D. By entering into this agreement, the Parties do not intend to create any new lot, dwelling unit, or remnant parcel. The Parties also do not intend that this Agreement be construed to result in violation of any currently applicable Ogden City zoning requirements or land use ordinance.

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NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner One and Owner Two hereby covenant and agree as follows:

1. Owner One hereby quit claims and conveys to Owner Two all that property lying North of the Boundary Line as described in Exhibit C, and Owner Two hereby quit claims and conveys to Owner One all that property lying South of the Boundary Line as described in Exhibit C, of which the Parties have interest.
2. The new legal descriptions of the lots or parcels created by this Agreement and the adoption of the new common boundary line are attached hereto. Exhibit D contains the new legal description for the property owned by Owner One. Exhibit E contains the new legal description for the property owned by Owner Two.
3. All improvements hereafter constructed or installed by the Parties on their respective sides of the boundary line shall be placed in a manner that will preclude encroachments over the new common boundary line created by this Agreement.
4. The Parties represent that all mortgages, deeds of trust, or other financial obligations previously secured against their respective properties, as described in Exhibits A and B, have been released or re-conveyed of record prior to or at the time of the recording of this agreement, or that the beneficiary of any deed of trust or other financial obligation has consented to the recording of this agreement.
5. The terms of this Agreement shall run with the land and shall be binding upon all parties claiming by, through or under the Parties including, but not limited to, their purchasers, successors, assigns and lenders.
6. All easements of use or of record in existence on the date of this Agreement affecting, burdening or benefitting the Parties' properties shall remain in force and effect.
7. The terms of this Agreement represent the final and complete understanding of the Parties with respect to the issues described herein. Said terms incorporate and supersede all prior verbal and written representations, discussions and understandings between the Parties.
8. In the event of a default in the terms of this Agreement or a disagreement as to the interpretation or implementation of said terms, the party alleging a default shall be entitled to bring an action in an appropriate court and shall be further entitled to recover, in addition to all other relief sought, reasonable attorney's fees and court costs.

OWNER ONE:

OWNER TWO:

[Signature]

Michael Moyal, Trustee, or his successors
in interest, of the Michael Moyal Living Trust
dated July 14, 2016, and any amendments thereto

[Signature]

Michael Moyal, Trustee, or his successors
in interest, of the Michael Moyal Living Trust
dated July 14, 2016, and any amendments thereto

ACKNOWLEDGMENT

STATE OF UTAH)

COUNTY OF Weber) :ss

On this 01 day of ~~February~~ ^{2 March} 2019, personally appeared before me, Michael Moyal, who
being by me duly sworn did say that he is the Trustee of the Michael Moyal Living Trust dated
July 14, 2016, and any amendments thereto, and that the foregoing instrument was signed by
him on behalf of said trust.

[Signature]

NOTARY PUBLIC

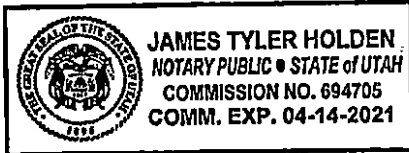


EXHIBIT A

Property Owned by Owner One

(1825 Washington Boulevard, Ogden, Utah, 84401)

PART OF LOT 19, BLOCK 7, FIVE ACRE PLATA, OGDEN CITY SURVEY, WEBER COUNTY, UTAH: BEGINNING 121.31 FEET NORTH 0°58' EAST FROM THE SOUTHEAST CORNER OF SAID LOT 19, AND RUNNING THENCE NORTH 0°58' EAST 176.69 FEET, THENCE NORTH 89°02' WEST 330 FEET, THENCE SOUTH 0°58' WEST 199.69 FEET, THENCE SOUTH 89°02' EAST 77.33 FEET, THENCE SOUTH 0°58' WEST 20 FEET, THENCE SOUTH 89°02' EAST 21 FEET, THENCE SOUTH 0°58' WEST 13.6 FEET, THENCE NORTH 85°48' EAST 133.04 FEET, THENCE NORTH 66°48' EAST 108.70 FEET TO THE POINT OF BEGINNING.

Parcel No. 03-018-0005

BST

EXHIBIT B

Property Owner by Owner Two

(1825 Washington Boulevard, Ogden, Utah, 84401)

PART OF LOT 19, BLOCK 7, FIVE ACRE PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH: BEGINNING AT A POINT 298 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 19, AND RUNNING THENCE WEST 132 FEET, THENCE NORTH 44 FEET, THENCE EAST 132 FEET, THENCE SOUTH 44 FEET TO THE PLACE OF BEGINNING.

Parcel No. 03-018-0006

BST

EXHIBIT C

New Common Boundary Line Description

A Part of Lot 19, Block 7, Five Acre Plat A, Ogden City Survey, Weber County, Utah:

Beginning at the Southeast Corner of Parcel No. 03-018-0006 on the Westerly Line of Washington Boulevard as it exists at 66.00 foot half-width, located 298.00 feet North $1^{\circ}17'55''$ East from the Southeast Corner of Lot 19, Block 7, Five Acre Plat A, Ogden City Survey, said point also being 33.00 feet South $1^{\circ}17'55''$ West along the monument Line; 66.00 feet North $88^{\circ}41'31''$ West; and 132.00 feet South $1^{\circ}17'55''$ West along said Westerly Line from an Ogden City brass cap monument marking the intersection of Washington Boulevard and 18th Street; and running thence South $1^{\circ}17'55''$ West 1.94 feet along said Westerly Line of Washington Boulevard; thence North $88^{\circ}41'31''$ West 32.97 feet; thence South $1^{\circ}18'29''$ West 25.58 feet; thence North $88^{\circ}41'31''$ West 219.02 feet; thence North $1^{\circ}17'55''$ East 27.52 feet and the end point of this new parcel line.

EXHIBIT D

New legal description for Owner One

(1825 Washington Boulevard, Ogden, Utah, 84401)

A Part of Lot 19, Block 7, Five Acre Plat A, Ogden City Survey, Weber County, Utah:

Beginning at a point on the Westerly Line of Washington Boulevard as it exists at 66.00 foot half-width, located 121.31 feet North $1^{\circ}17'55''$ East along said Westerly Line from the Southeast Corner of Lot 19, Block 7, Five Acre Plat A, Ogden City Survey, said point also being 33.00 feet South $1^{\circ}17'55''$ West along the monument line; 66.00 feet North $88^{\circ}41'31''$ West; and 308.69 feet South $1^{\circ}17'55''$ West along said Westerly Line from an Ogden City brass cap monument marking the intersection of Washington Boulevard and 18th Street; and running thence North $1^{\circ}17'55''$ East 174.75 feet along said Westerly Line of Washington Boulevard; thence North $88^{\circ}41'31''$ West 32.97 feet; thence South $1^{\circ}18'29''$ West 25.58 feet; thence North $88^{\circ}41'31''$ West 219.02 feet; thence North $1^{\circ}17'55''$ East 27.52 feet; thence North $88^{\circ}41'31''$ West 78.00 feet to the East Line of Kiesel Avenue; thence South $1^{\circ}17'55''$ West 199.69 feet; thence South $88^{\circ}41'31''$ East 77.33 feet; thence South $1^{\circ}17'55''$ West 20.00 feet; thence South $88^{\circ}41'31''$ East 21.00 feet; thence South $1^{\circ}17'55''$ West 13.50 feet; thence North $86^{\circ}08'29''$ East 133.04 feet; thence North $67^{\circ}07'48''$ East 108.70 feet to said Westerly Line of Washington Boulevard and the point of beginning.

Orange

Contains: 63,797 sq. ft.
or 1.465 acres

EXHIBIT E

New legal description for Owner Two

(1825 Washington Boulevard, Ogden, Utah, 84401)

A Part of Lot 19, Block 7, Five Acre Plat A, Ogden City Survey, Weber County, Utah:

Beginning at a point on the Westerly Line of Washington Boulevard as it exists at 66.00 foot half-width, located 298.00 feet North $1^{\circ}17'55''$ East from the Southeast Corner of Lot 19, Block 7, Five Acre Plat A, Ogden City Survey, said point also being 33.00 feet South $1^{\circ}17'55''$ West along the monument Line; 66.00 feet North $88^{\circ}41'31''$ West; and 132.00 feet South $1^{\circ}17'55''$ West along said Westerly Line from an Ogden City brass cap monument marking the intersection of Washington Boulevard and 18th Street; and running thence South $1^{\circ}17'55''$ West 1.94 feet along said Westerly Line of Washington Boulevard; thence North $88^{\circ}41'31''$ West 32.97 feet; thence South $1^{\circ}18'29''$ West 25.58 feet; thence North $88^{\circ}41'31''$ West 219.02 feet; thence North $1^{\circ}17'55''$ East 27.52 feet; thence South $88^{\circ}41'31''$ East 120.00 feet; thence North $1^{\circ}17'55''$ East 44.00 feet; thence South $88^{\circ}41'31''$ East 132.00 feet to said Westerly Line of Washington Boulevard; thence South $1^{\circ}17'55''$ West 44.00 feet along said Westerly Line to the point of beginning.

Yellow

Contains: 11,900 sq. ft.
or 0.273 acre