

14091146 B: 11411 P: 3476 Total Pages: 24
04/07/2023 01:52 PM By: dkilpack Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

WHEN RECORDED RETURN TO:

DEFY DEVELOPMENT THE COLLABORATIVE 547, LLC,
513 WEST 2600 SOUTH
BOUNTIFUL, UT 84010

MAIL TAX NOTICES TO:

DEFY DEVELOPMENT THE COLLABORATIVE 547, LLC,
513 WEST 2600 SOUTH
BOUNTIFUL, UT 84010

WASHINGTON AND LINDSEY BENNETT
564 S. MONTGOMERY STREET
SALT LAKE CITY, UTAH 84104

SHAD & STEPHANIE ROGHAAR
560 S. MONTGOMERY STREET
SALT LAKE CITY, UTAH 84104

BRIAN BURGFECHTEL AND KATHRYN RABER
574 S. MONTGOMERY STREET
SALT LAKE CITY, UTAH 84104

MICHAELA AMMIRATO & JOSHUA RONAK
568 S. MONTGOMERY STREET
SALT LAKE CITY, UTAH 84104

EUSTORGIO TAPIA
570 S. MONTGOMERY STREET
SALT LAKE CITY, UTAH 84104

Tax Parcels: 15-03-451-005; 15-03-451-011; 15-03-451-012; 15-03-451-013; 15-03-451-024; 15-03-451-025

165113-DWP

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT (this "Agreement") is entered into to be effective as of the 6th day of April, 2023 by and among: DEFY DEVELOPMENT THE COLLABORATIVE 547, LLC, a Utah limited liability company ("**Defy**"), whose address is 513 West 2600 South, Bountiful, UT 84010; WASHINGTON J. BENNETT AND LINDSEY M. BENNETT, as joint tenants (together "**Bennett**"), whose address is 564 S. Montgomery Street, Salt Lake City, Utah 84104; SHAD ROGHAAR AND STEPHANIE ROGHAAR, as joint tenants (together "**Roghaar**"), whose address is 560 S. Montgomery Street, Salt Lake City, Utah 84104; BRIAN C. BURGFECHTEL AND KATHRYN E. RABER, as joint tenants (together "**Raber**"), whose address is 574 S. Montgomery Street, Salt Lake City, Utah 84104; MICHAELA AMMIRATO AND JOSHUA RONAK, as joint tenants (together "**Ronak**"), whose address is 568 S. Montgomery Street, Salt Lake City, Utah 84104; and EUSTORGIO TAPIA ("**Tapia**"), whose address is 570 S. Montgomery Street, Salt Lake City, Utah 84104. Defy, Bennett, Roghaar, Raber, Ronak, and

Tapia are sometimes referred to herein singularly as a “**Party**” and collectively as the “**Parties**” with respect to the following:

A. Defy owns a certain parcel of real property located in Salt Lake County, Utah, identified as Tax Parcel No. 15-03-451-005 and more particularly described on Exhibit A attached hereto (the “**Defy Property**”).

B. Bennett owns a certain parcel of real property located in Salt Lake County, Utah, identified as Tax Parcel No. 15-03-451-025 and more particularly described on Exhibit B attached hereto (the “**Bennett Property**”).

C. Roghaar owns a certain parcel of real property located in Salt Lake County, Utah, identified as Tax Parcel No. 15-03-451-024 and more particularly described on Exhibit C attached hereto (the “**Roghaar Property**”).

D. Raber owns a certain parcel of real property located in Salt Lake County, Utah, identified as Tax Parcel No. 15-03-451-013 and more particularly described on Exhibit D attached hereto (the “**Raber Property**”).

E. Ronak owns a certain parcel of real property located in Salt Lake County, Utah, identified as Tax Parcel No. 15-03-451-011 and more particularly described on Exhibit E attached hereto (the “**Ronak Property**”).

F. Tapia owns a certain parcel of real property located in Salt Lake County, Utah, identified as Tax Parcel No. 15-03-451-012 and more particularly described on Exhibit F attached hereto (the “**Tapia Property**”).

G. The Defy Property is contiguous to all the properties referenced herein under paragraphs B through F above (together the “**Parcels**”). The Bennett Property, Roghaar Property, Raber Property, Ronak Property, and Tapia Property, are sometimes referred to herein singularly as an “**Adjacent Parcel**” and collectively as the “**Adjacent Parcels.**”

H. The existing boundary line is not necessarily ambiguous, uncertain or disputed.

I. The Parties are entering into this Agreement to establish that the boundary line between their respective Parcels in accordance with the terms of this Agreement shall be the line described in Exhibit G attached to this Agreement (the “**Boundary Line**”).

J. In conjunction with the preparation of this Agreement, an ALTA/NSPS Land Title Survey (the “**Survey**”) was prepared that shows the location of the Defy Property and the Adjacent Parcels and the location between such Parcels requiring a boundary line agreement, which Survey was prepared by Robert Law, a licensed professional land surveyor of CMT Technical Services and was filed with the Salt Lake County Surveyor on or about November 2, 2022 as File No. S2022-11-0752.

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. Accuracy of Recitals. The recitals set forth above are true, correct and complete in all material respects.

2. Boundary Lines. Pursuant to Utah Code sections 57-1-45 and 10-9a-524, the Parties hereby covenant and agree that from and after the date of this Agreement, the boundary line between the Parcels shall follow the legal description set forth on Exhibit G attached hereto. Each Party hereto shall have the right to enjoy its respective parcel up to the Boundary Line.

(a) To conform the legal descriptions of each of the Parcels to the Boundary Line, (i) Defy hereby quitclaims to Bennett any and all of Defy's right, title and interest in and to the real property lying east of and contiguous to the Boundary Line as described on Exhibit G attached hereto; and (ii) Bennett hereby quitclaims to Defy any and all of Bennett's right, title and interest in and to the real property lying west of and contiguous to the Boundary Line.

(b) To conform the legal descriptions of each of the Parcels to the Boundary Line, (i) Defy hereby quitclaims to Roghaar any and all of Defy's right, title and interest in and to the real property lying east of and contiguous to the Boundary Line as described on Exhibit G attached hereto; and (ii) Roghaar hereby quitclaims to Defy any and all of Roghaar's right, title and interest in and to the real property lying west of and contiguous to the Boundary Line.

(c) To conform the legal descriptions of each of the Parcels to the Boundary Line, (i) Defy hereby quitclaims to Raber any and all of Defy's right, title and interest in and to the real property lying east of and contiguous to the Boundary Line as described on Exhibit G attached hereto; and (ii) Raber hereby quitclaims to Defy any and all of Raber's right, title and interest in and to the real property lying west of and contiguous to the Boundary Line.

(d) To conform the legal descriptions of each of the Parcels to the Boundary Line, (i) Defy hereby quitclaims to Ronak any and all of Defy's right, title and interest in and to the real property lying east of and contiguous to the Boundary Line as described on Exhibit G attached hereto; and (ii) Ronak hereby quitclaims to Defy any and all of Ronak's right, title and interest in and to the real property lying west of and contiguous to the Boundary Line.

(e) To conform the legal descriptions of each of the Parcels to the Boundary Line, (i) Defy hereby quitclaims to Tapia any and all of Defy's right, title and interest in and to the real property lying east of and contiguous to the Boundary Line as described on Exhibit G attached hereto; and (ii) Tapia hereby quitclaims to Defy any and all of Tapia's right, title and interest in and to the real property lying west of and contiguous to the Boundary Line.

3. Resulting Legal Descriptions. Giving effect to this Agreement, the Parties hereby covenant and agree that from and after the date of this Agreement the resulting legal description for the Defy Property will be that which is described in the attached Exhibit H, and the resulting legal descriptions of the Bennet, Roghaar, Raber, Ronak, and Tapia properties will be those which are described in the attached Exhibit I, Exhibit J, Exhibit K, Exhibit L, and Exhibit M (respectively).

4. 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.

5. 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 encumbrance, 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.

6. Further Action. The Parties shall execute and deliver all documents, provide all information, and take or forebear from taking all action as may be necessary or appropriate to achieve the purpose of this Agreement.

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

8. Interpretation. The paragraph headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Agreement shall include the plural, and the use of the plural in this Agreement shall include the singular, where the context is otherwise appropriate.

9. 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 provisions 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.

10. Attorneys' Fees. In the event it becomes necessary for either Party or its successors and assigns to employ the service of an attorney in order to enforce such Party's rights under this Agreement with respect to the other Party hereto or its successors and assigns, either with or without litigation, the non-prevailing Party in such controversy shall pay to the prevailing Party reasonable attorneys' fees and, in addition, such costs and expenses as are incurred by the prevailing Party in enforcing such Party's rights under this Agreement.


11. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, by facsimile transmission, by email or otherwise, shall be deemed an original, but all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, this Boundary Line Agreement is executed to be effective as

of the day and year first above written.

[signature pages to follow]

DEFY DEVELOPMENT THE
COLLABORATIVE 547, LLC, a Utah
limited liability company

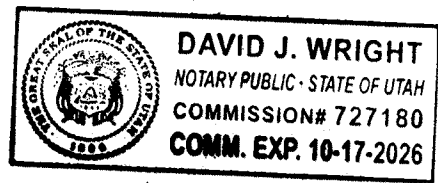

By: Lester C. Essig
Its: Manager

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 30 day of MARCH 2023,
2023, by Lester C. Essig in his capacity as manager of DEFY DEVELOPMENT THE
COLLABORATIVE 547, LLC, a Utah limited liability company.



NOTARY PUBLIC



Washington J. Bennett
Washington J. Bennett

Lindsey M. Bennett
Lindsey M. Bennett

STATE OF UTAH)
COUNTY OF SALT LAKE : SS.
DAVIS)

The foregoing instrument was acknowledged before me this 30 day of MARCH, 2023, by Washington J. Bennett.

[Signature]
NOTARY PUBLIC


STATE OF UTAH)
COUNTY OF Salt Lake : SS.




The foregoing instrument was acknowledged before me this 6th day of April, 2023, by Lindsey M. Bennett.

[Signature]
NOTARY PUBLIC





Shad Roghaar


Stephanie Roghaar

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 30 day of MARCH, 2023, by Shad Roghaar.



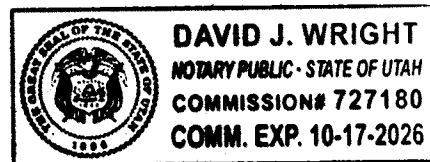
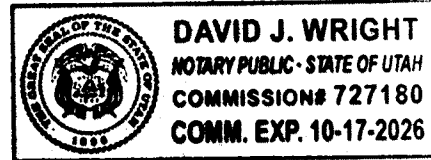
NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 30 day of MARCH, 2023, by Stephanie Roghaar.



NOTARY PUBLIC



Brian Burgfechtel
Brian C. Burgfechtel

Kathryn E. Raber
Kathryn E. Raber

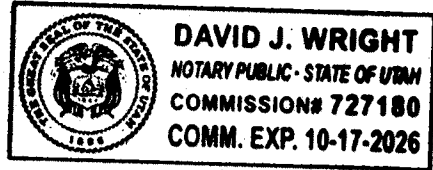
STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 28 day of MARCH, 2023, by Brian C. Burgfechtel.

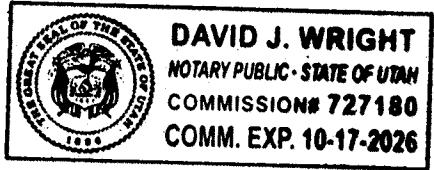
[Signature]
NOTARY PUBLIC

STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 28 day of MARCH, 2023, by Kathryn E. Raber.



[Signature]
NOTARY PUBLIC



Michaela Ammirato
Michaela Ammirato

Joshua Ronak
Joshua Ronak

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 28 day of MARCH 2023, 2023, by Michaela Ammirato.

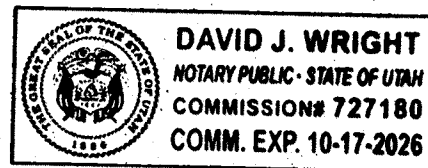
David J. Wright
NOTARY PUBLIC



STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 28 day of MARCH, 2023, by Joshua Ronak.

David J. Wright
NOTARY PUBLIC



Eustorgio Tapia
Eustorgio Tapia

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 28 day of MARCH, 2023, by Eustorgio Tapia.



NOTARY PUBLIC

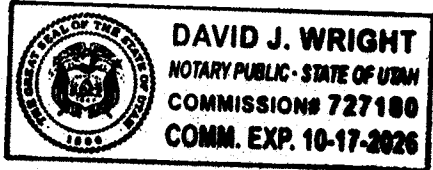


EXHIBIT A
TO
BOUNDARY LINE AGREEMENT

(LEGAL DESCRIPTION OF THE DEFY PROPERTY)

Commencing South 00°03'38" East 452.96 feet from the Northwest corner of Lot 9, GLENDALE PARK PLAT A; thence South 00°03'38" East 152.02 feet; thence East 631.4 feet; thence North 202.02 feet; thence West 221.68 feet; thence South 45°01'49" East 70.75 feet; thence West 459.93 feet, more or less, to the beginning.

Parcel: 15-03-451-005

EXHIBIT B
TO
BOUNDARY LINE AGREEMENT

(LEGAL DESCRIPTION OF THE BENNETT PROPERTY)

Beginning at a point 28 rods West and 150.00 feet North from the Southeast Corner of Lot 12 (GLENDALE PARK PLAT "A"), said point being more particularly described as being South $38^{\circ}22'37''$ West 53.08 feet and South $00^{\circ}03'34''$ East along the Westerly right of way line of Montgomery Street 380.00 feet from the monument in the intersection of 500 South Street and Montgomery Street (basis of bearings being South $89^{\circ}57'40''$ West from said monument to the monument in the intersection of 500 South Street and Redwood Road); and running thence South $00^{\circ}03'34''$ East along said Westerly right of way line 50.00 feet; thence South $89^{\circ}57'54''$ West 165.00 feet; thence North $00^{\circ}03'34''$ West 50.00 feet; thence North $89^{\circ}57'54''$ East 165.00 feet to the point of beginning.

Parcel: 15-03-451-025

EXHIBIT C
TO
BOUNDARY LINE AGREEMENT

(LEGAL DESCRIPTION OF THE ROGHAAR PROPERTY)

Beginning at a point 28 rods West and 200.00 feet North from the Southeast Corner of Lot 12 (GLENDALE PARK PLAT "A"), said point being more particularly described as being South 38°22'37" West 53.08 feet and South 00°03'34" East along the Westerly right of way line of Montgomery Street 330.00 feet from the monument in the intersection of 500 South Street and Montgomery Street (basis of bearings being South 89°57'40" West from said monument to the monument in the intersection of 500 South Street and Redwood Road); and running thence South 00°03'34" East along said Westerly right of way line 50.00 feet; thence South 89°57'54" West 165.00 feet; thence North 00°03'34" West 50.00 feet; thence North 89°57'54" East 165.00 feet to the point of beginning.

Parcel: 15-03-451-024

EXHIBIT D
TO
BOUNDARY LINE AGREEMENT

(LEGAL DESCRIPTION OF THE RABER PROPERTY)

Commencing 42 rods South and 28 rods West of the Northeast corner of Lot 12, GLENDALE PARK PLAT "A", according to the official plat thereof; and running thence West 10 rods; thence North 64 feet; thence East 10 rods; thence South 64 feet to the point of beginning.

Parcel: 15-03-451-013

EXHIBIT E
TO
BOUNDARY LINE AGREEMENT

(LEGAL DESCRIPTION OF THE RONAK PROPERTY)

Beginning 529 feet South and 28 rods West from the Northeast corner of Lot 12, GLENDALE PARK PLAT "A", according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder; and running thence West 165 feet; thence South 50 feet; thence East 165 feet; thence North 50 feet to the point of beginning.

Parcel: 15-03-451-011

EXHIBIT F
TO
BOUNDARY LINE AGREEMENT

(LEGAL DESCRIPTION OF THE TAPIA PROPERTY)

Commencing 629 feet South and 28 Rods West from the Northeast corner of Lot 12, GLENDALE PARK PLAT "A"; and running thence West 10 rods; thence North 50 feet; thence East 10 rods; thence South 50 feet to the point of beginning.

Parcel: 15-03-451-012

EXHIBIT G
TO
BOUNDARY LINE AGREEMENT

(LEGAL DESCRIPTION OF THE BOUNDARY LINE)

Beginning at a point which is South 00°03'08" East, along the monument line, 371.64 feet and North 89°56'52" East, 688.51 feet from the Salt Lake County survey monument located at the intersection of Redwood Road and 500 South Street; said point of beginning being South 38°22'37" West, 53.08 feet and South 00°03'34" East, 330.00 feet and West, 168.00 feet from the monument located at the intersection of 500 South Street and Montgomery Street; said point of beginning also being North, 888.88 feet and East, 681.17 feet from the South Quarter Corner of Section 3, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 00°03'34" East, 201.52 feet to a point of terminus.

EXHIBIT H
TO
BOUNDARY LINE AGREEMENT

(LEGAL DESCRIPTION OF THE DEFY PROPERTY AFTER ADJUSTMENT)

Beginning at a point on the east right of way line of Redwood Road; said point of beginning being South 00°03'08" East, along the monument line, 420.55 feet and North 89°56'52" East, 50.00 feet from the Salt Lake County survey monument located at the intersection of Redwood Road and 500 South Street; said point of beginning also being North, 839.38 feet and East, 42.71 feet from the South Quarter Corner of Section 3, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence East, 442.54 feet to a point on the centerline of a canal; thence North 45°04'19" West, along said centerline of a canal, 70.09 feet; thence East, 245.55 feet; thence South 00°03'34" East, 201.52 feet; thence West, 638.54 feet to the east right of way line of Redwood Road; thence North 00°03'08" West, along said east right of way line, 152.02 feet to the point of beginning.

Contains: 2.48 Acres (or 107,996 Sq. Ft.)

EXHIBIT I
TO
BOUNDARY LINE AGREEMENT

(LEGAL DESCRIPTION OF THE BENNETT PROPERTY AFTER ADJUSTMENT)

Beginning at a point 461.95 feet West and 150.00 feet North from the Southeast Corner of Lot 12 (Glendale Park Plat "A"); said point being more particularly described as being South 38°22'37" West, 53.08 feet and South 00°03'34" East, along the westerly right of way line of Montgomery Street, 380.00 feet from the monument in the intersection of 500 South Street and Montgomery Street; (Basis of Bearing being South 89°57'40" West from said monument to the monument in the intersection of 500 South Street and Redwood Road); and running thence South 00°03'34" East, along said westerly right of way line, 50.00 feet; thence South 89°57'54" West, 168.00 feet; thence North 00°03'34" West, 50.00 feet; thence North 89°57'54" East, 168.00 feet to the point of beginning.

Contains: 8,400 Sq. Ft.

EXHIBIT J
TO
BOUNDARY LINE AGREEMENT

(LEGAL DESCRIPTION OF THE ROGHAAR PROPERTY AFTER ADJUSTMENT)

Beginning at a point 462.00 feet West and 200.00 feet North from the Southeast Corner of Lot 12 (Glendale Park Plat "A"); said point being more particularly described as being South 38°22'37" West, 53.08 feet and South 00°03'34" East, along the westerly right of way line of Montgomery Street, 330.00 feet from the monument in the intersection of 500 South Street and Montgomery Street; (Basis of Bearing being South 89°57'40" West from said monument to the monument in the intersection of 500 South Street and Redwood Road); and running thence South 00°03'34" East, along said westerly right of way line, 50.00 feet; thence South 89°57'54" West, 168.00 feet; thence North 00°03'34" West, 50.00 feet; thence North 89°57'54" East, 168.00 feet to the point of beginning.

Contains: 8,400 Sq. Ft.

EXHIBIT K
TO
BOUNDARY LINE AGREEMENT

(LEGAL DESCRIPTION OF THE RABER PROPERTY AFTER ADJUSTMENT)

Beginning at a point 461.79 feet West from the Southeast Corner of Lot 12 (Glendale Park Plat "A"); said point being more particularly described as being South 38°22'37" West, 53.08 feet and South 00°03'34" East, along the westerly right of way line of Montgomery Street, 530.00 feet from the monument in the intersection of 500 South Street and Montgomery Street; (Basis of Bearing being South 89°57'40" West from said monument to the monument in the intersection of 500 South Street and Redwood Road); and running thence South 00°03'34" East, along said westerly right of way line, 64.00 feet; thence South 89°57'54" West, 168.00 feet; thence North 00°03'34" West, 64.00 feet; thence North 89°57'54" East, 168.00 feet to the point of beginning.

Contains: 10,752 Sq. Ft.

EXHIBIT L
TO
BOUNDARY LINE AGREEMENT

(LEGAL DESCRIPTION OF THE RONAK PROPERTY AFTER ADJUSTMENT)

Beginning at a point 461.90 feet West and 100.00 feet North from the Southeast Corner of Lot 12 (Glendale Park Plat "A"); said point being more particularly described as being South 38°22'37" West, 53.08 feet and South 00°03'34" East, along the westerly right of way line of Montgomery Street, 430.00 feet from the monument in the intersection of 500 South Street and Montgomery Street; (Basis of Bearing being South 89°57'40" West from said monument to the monument in the intersection of 500 South Street and Redwood Road); and running thence South 00°03'34" East, along said westerly right of way line, 50.00 feet; thence South 89°57'54" West, 168.00 feet; thence North 00°03'34" West, 50.00 feet; thence North 89°57'54" East, 168.00 feet to the point of beginning.

Contains: 8,400 Sq. Ft.

EXHIBIT M
TO
BOUNDARY LINE AGREEMENT

(LEGAL DESCRIPTION OF THE TAPIA PROPERTY AFTER ADJUSTMENT)

Beginning at a point 461.84 feet West and 50.00 feet North from the Southeast Corner of Lot 12 (Glendale Park Plat "A"); said point being more particularly described as being South 38°22'37" West, 53.08 feet and South 00°03'34" East, along the westerly right of way line of Montgomery Street, 480.00 feet from the monument in the intersection of 500 South Street and Montgomery Street; (Basis of Bearing being South 89°57'40" West from said monument to the monument in the intersection of 500 South Street and Redwood Road); and running thence South 00°03'34" East, along said westerly right of way line, 50.00 feet; thence South 89°57'54" West, 168.00 feet; thence North 00°03'34" West, 50.00 feet; thence North 89°57'54" East, 168.00 feet to the point of beginning.

Contains: 8,400 Sq. Ft.