



W3184078

WHEN RECORDED, RETURN TO:

Wade Rumsey
c/o Ogden 3, LLC
1835 West 1500 South
Salt Lake City, UT 84104

EH 3184078 PG 1 OF 5
LEANN H KILTS, WEBER COUNTY RECORDER
16-SEP-21 132 PM FEE \$40.00 DEP PV
REC FOR: WADE RUMSY

BOUNDARY LINE ADJUSTMENT AGREEMENT

This Boundary Line Adjustment Agreement (“**Agreement**”) is made and entered into as of September 13, 2021 (“**Effective Date**”), by and between Ogden 3, LLC, a Utah limited liability company (“**Ogden 3**”) and PJF Corporation, a Utah corporation (“**PJF**”) (collectively, “**Parties**”).

RECITALS

A. Odgen 3 is the current record fee simple owner of certain real property located in Weber County, Utah (“**Ogden 3 Property**”), more particularly described as follows:

A THE EAST 1/2 OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY, WEBER COUNTY, UTAH. ALSO THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, LYING AND BEING NORTH AND WEST OF A SLOUGH RUNNING THROUGH SAID LAND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28 AND RUNNING THENCE EAST 70 RODS, MORE OR LESS, TO THE WEST BANK OF A SLOUGH; THENCE SOUTHWESTERLY ALONG THE WESTERLY BANK OF SAID SLOUGH TO THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION; THENCE WEST 10 RODS, MORE OR LESS, TO THE WEST LINE OF SAID QUARTER-QUARTER SECTION; THENCE NORTH 80 RODS TO THE PLACE OF BEGINNING.

PJF is the current record fee simple owner of certain real property that abuts the Ogden 3 Property (“**PJF Property**”), more particularly described as follows:

PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE QUARTER SECTION LINE, SAID POINT BEING NORTH 00°42'57N

EAST ALONG SAID QUARTER SECTION LINE 38.98 FEET FROM THE CENTER OF SAID SECTION 28, AND RUNNING THENCE NORTH 00°42'57" EAST ALONG SAID QUARTER SECTION LINE 1288.57 FEET TO THE 40 ACRE LINE; THENCE SOUTH 89°14'11" EAST ALONG SAID 40 ACRE LINE 1801.59 FEET TO THE CENTER OF AN EXISTING IRRIGATION CHANNEL; THENCE ALONG SAID CENTER LINE THE FOLLOWING NINE (9) COURSES: (1) SOUTH 44°55'30" WEST 153.87 FEET TO A 719.99 FOOT RADIUS CURVE, THE CENTER OF WHICH BEARS NORTH 45°04'30" WEST, (2) SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL OF 08°25'12" A DISTANCE OF 105.81 FEET (3) SOUTH 53°20'43" WEST 492.39 FEET, (4) SOUTH 53°04'16" WEST 9.8.25 FEET, (5) SOUTH 55°09'32" WEST 32.12 FEET, (6) SOUTH 57°20'38" WEST 57.02 FEET, (7) SOUTH 57°58'47" WEST 1181.15 FEET N (ENTRY NO. 2076140) [181.15 FEET OF RECORD], (8) SOUTH 56°49'23" WEST 65.68 FEET AND (9) SOUTH 48°45'37" WEST 37.99 FEET TO THE POINT OF BEGINNING.

EXCEPTING ANY PORTION THEREOF WITHIN THE FOLLOWING DESCRIBED PROPERTY: PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST. SALT LAKE BASE & MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT NORTH 00°42'57" EAST 38.98 FEET FROM THE CENTER OF SAID SECTION 28, SAID POINT BEING THE CENTERLINE OF AN EXISTING IRRIGATION CHANNEL, AND RUNNING THENCE ALONG SAID CENTERLINE THE FOLLOWING (2) COURSES, (1) NORTH 48°45'37" EAST 37.99 FEET, (2) NORTH 56°49'23" EAST 65.68 FEET; THENCE SOUTH 53°52'12" WEST 103.43 FEET TO BEGINNING.

C. A recent land survey by Benchmark Engineering and Land Surveying establishes that the existing fence line on the north edge of the PJF Property and near the south edge of the Ogden 3 Property encroaches into the Ogden 3 Property ("**PJF Encroaching Parcel**").

D. To resolve any and all legal disputes regarding the PJF Encroaching Parcel, Ogden 3 is willing to adjust the south edge boundary of the Ogden 3 Property by vesting PJF with title to the PJF Encroaching Parcel.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged it is hereby agreed by and between the Parties as follows:

1. Upon PJFs payment to Ogden 3 of \$_____, Ogden 3 does hereby release, relinquish, and quitclaim to PJF all right, title, claim, and interest in and to the PJF Encroaching Property, and does hereby acknowledge that the north boundary line of the PJF Property will no longer encroach into the Ogden 3 Property. Specifically, the Parties agree that:

A. From the Effective Date of this Agreement, the legal description for the Ogden 3 Property shall be:

PARCEL 15-078-0002

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. SAID TRACT OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT ON THE EXISTING FENCE LINE EXTENDED DEFINED AS THE WESTERLY BANK OF A SLOUGH, SAID POINT BEING NORTH 89°15'08" WEST ALONG THE QUARTER SECTION LINE 152.35 FEET FROM THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID EXISTING FENCE AND WESTERLY BANK OF SAID SLOUGH THE FOLLOWING SEVEN (7) COURSES: 1) SOUTH 38°02'07" WEST 414.75 FEET; 2) SOUTH 37°51'05" WEST 188.07 FEET; 3) SOUTH 38°06'04" WEST 513.12 FEET; 4) SOUTH 43°27'51" WEST 42.80 FEET; 5) SOUTH 39°10'43" WEST 191.74 FEET; 6) SOUTH 41°15'28" WEST 152.02 FEET; 7) SOUTH 33°50'24" WEST 167.55 FEET; THENCE NORTH 88°46'49" WEST 814.57 FEET; THENCE NORTH 00°41'23" EAST 1318.75 FEET TO THE QUARTER SECTION LINE; THENCE SOUTH 89°15'08" EAST ALONG SAID QUARTER SECTION LINE 1830.36 FEET TO THE POINT OF BEGINNING.

Contains 40.152 acres, more or less

B. From the Effective Date of this Agreement, the legal description for the PJF Property **as it pertains to these two boundaries 15-078-0002 & 15-078-0006**

Parcel 15-078-0006

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE 40 ACRE LINE, SAID POINT BEING NORTH $00^{\circ}42'57''$ EAST 38.98 FEET FROM THE CENTER QUARTER CORNER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE $N00^{\circ}42'51''E$ 1300.01 FEET TO A POINT ON THE SOUTH LINE OF WEBER COUNTY PARCEL # 15-078-0001 AS MONUMENTED BY AN EXISTING ANCIENT FENCE LINE; THENCE ALONG SAID FENCE THE FOLLOWING THREE (3) COURSES; (1) $S89^{\circ}13'55''E$ 510.59 FEET; (2) $S86^{\circ}17'31''E$ 62.77 FEET; (3) $S89^{\circ}46'57''E$ 88.19 FEET; THENCE $S88^{\circ}46'49''E$ 814.57 FEET; THENCE $N33^{\circ}50'24''E$ 8.05 FEET TO THE SOUTH LINE OF WEBER COUNTY PARCEL # 15-078-0050 AS MONUMENTED BY AN ANCIENT FENCE LINE AS DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY # 2772274 IN THE OFFICE OF THE WEBER COUNTY RECORDER; THENCE ALONG SAID FENCE THE FOLLOWING FIVE (5) COURSES; (1) $S85^{\circ}32'55''E$ 33.39 FEET; (2) $S89^{\circ}04'45''E$ 57.56 FEET; (3) $S86^{\circ}07'43''E$ 68.84 FEET; (4) $N89^{\circ}01'14''E$ 82.47 FEET; (5) $S88^{\circ}35'13''E$ 83.75 FEET TO A POINT ON THE WESTERLY LINE OF ALLEN ESTATES SUBDIVISION PHASE 2; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING THREE (3) CALLS; (1) SOUTH $44^{\circ}55'24''$ WEST 160.48 FEET; (2) SOUTHWESTERLY 105.81 FEET ALONG THE ARC OF A 719.99 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARS SOUTH $49^{\circ}08'01''$ WEST 105.71 FEET; (3) SOUTH $53^{\circ}20'37''$ WEST 492.39 FEET TO THE NORTHEASTERLY CORNER OF ALLEN ESTATES SUBDIVISION; THENCE ALONG SAID SUBDIVISION THE FOLLOWING SIX (6) CALLS: (1) SOUTH $53^{\circ}04'10''$ WEST 93.25 FEET; (2) SOUTH $55^{\circ}09'26''$ WEST 32.12 FEET; (3) SOUTH $57^{\circ}20'32''$ WEST 57.02 FEET; (4) SOUTH $57^{\circ}58'41''$ WEST 1181.15 FEET; (5) SOUTH $56^{\circ}49'17''$ WEST 65.68 FEET; (6) SOUTH $48^{\circ}45'31''$ WEST 37.99 FEET TO THE POINT OF BEGINNING.

CONTAINS: 28.564 ACRES

Dw

2. As an integral part of this Agreement, it is understood and agreed that:
- A. Nothing contained herein shall be construed as giving or granting the right at any time to subsequently alter, change, or relocate any fence lines or new boundary lines as created in this document, and in the event of any mistake or error in the survey on which this agreement is based, the lines referred to herein (see Exhibit A) shall be and will remain the controlling factor in determining the ownership and rights of Ogden 3 and PJF.
 - B. Nothing contained herein shall be construed as giving or granting any easements or right-of-way for utilities, water or sewer lines, or access rights over or across any of the Parties' properties which have not been legally granted by prior instruments of record.
 - C. The terms and conditions of this Agreement shall be and hereby are made binding on the heirs, administrators, executors, personal representatives, successors and/or assigns of the Parties.
 - D. Failure of any Party to this Agreement to execute this instrument shall and will nullify this instrument as to all Parties.
 - E. If it becomes necessary, each of the Parties agrees to cooperate, one with another, to amend or alter any existing contract, trust deed, or other instrument which may be needed or executed to clear the title to the adjacent and new boundaries as the same may be established by this document.
 - F. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the Party for which he or she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he or she signs, and that as a result of

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his or her signature, this Agreement shall be binding upon the Party for which he or she signs.

- G. To the fullest extent permitted by law, each of the Parties waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement.

IN WITNESS WHEREOF we have hereunto executed this instrument voluntarily and of our own volition the date and year first hereinabove written.

[Signatures on Following Pages]

PW

OGDEN 3, LLC

By: _____
Wade Rumsey
Its: Manager / Member

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

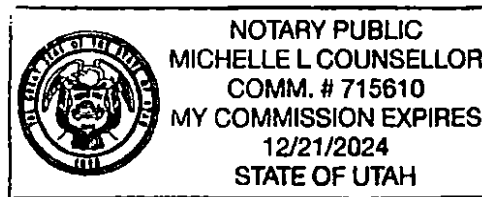
The foregoing instrument was acknowledged before me this _____ day of September, 2021, by Wade Rumsey, as manager / member of the Ogden 3, LLC.

NOTARY PUBLIC

PJF CORPORATION

By: *Dave Whitaker*
Dave Whitaker
Its: PRESIDENT

STATE OF UTAH)
: ss.
COUNTY OF WEBER)



12/21/21

The foregoing instrument was acknowledged before me this 13 day of September, 2021, by Dave Whitaker as president of PJF Corporation.

Michelle Counsellor
NOTARY PUBLIC

DW