

DAVID KEITH JAMES  
KARLA JAMES  
1076 W. 2700 NORTH  
SPANISH FORK, UTAH. 84660  
WHEN RECORDED RETURN TO:

ENT 64586:2024 PG 1 of 7  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2024 Sep 19 03:35 PM FEE 40.00 BY HG  
RECORDED FOR GLH INDUSTRIAL LLC

GLH Industrial, LLC  
1245 East Brickyard Road, Suite 70  
Salt Lake City, Utah 84106

Tax Parcels No. 24-001-0003 and No. 24-001-0024

### **BOUNDARY LINE AGREEMENT**

GLH Industrial, LLC / David Keith James and Karla J. James  
(Made pursuant to Section 57-1-45 of the Utah Code, as amended (the "Utah Code"))

**THIS AGREEMENT** (this "**Agreement**") is entered into as of the 18<sup>th</sup> day of June, 2024, between (i) **GLH INDUSTRIAL, LLC**, a Utah limited liability company ("**Industrial**"), whose address is 1245 East Brickyard Road, Suite 70, Salt Lake City, Utah 84106, and (ii) **DAVID KEITH JAMES** and **KARLA J. JAMES**, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common (collectively, "**James**"), whose address is 1076 West 2700 North, Spanish Fork, Utah 84660. (Industrial and James are referred to in this Agreement collectively as the "**Parties**.")

**FOR GOOD AND VALUABLE CONSIDERATION**, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Definition—Existing Parcels.** As used in this Agreement, "**Existing Parcels**" means the following existing parcels located in Utah County, Utah, owned by the Parties:

**Parcel 1 (owned by Industrial):**

Tax Parcel No. 24-001-0024

A parcel of land being part of an entire tract described as "Parcel 5" in that Special Warranty Deed recorded June 14, 2022 as Entry No. 70562:2022 in the Office of the Utah County Recorder. Said tract is located in the Southwest Quarter of Section 1, Township 8 South, Range 2 East, Salt Lake Base and Meridian and is described as follows: Commencing North 929.97 feet and East 483.96 feet from the Southwest corner of Section 1, Township 8 South, Range 2 East, Salt Lake Base and Meridian; South 930 feet; North 89°14'16" East 874.09 feet; North 47°32'12" West 1147.44 feet; North 0°01'17" East 115.26 feet; North 47°32'08" West 37.32 feet to beginning.

**Parcel 2 (owned by James):**

Tax Parcel No. 24-001-0003

An entire tract of land described in that Warranty Deed recorded March 9, 2001 as Entry No. 22158:2001 in the Office of the Utah County Recorder. Said tract is located in the Southwest Quarter of Section 1, Township 8 South, Range 2 East, Salt Lake Base and Meridian and is described as follows: Commencing at a point 255.75 feet East from the Southwest corner of the Southwest Quarter of Section 1, Township 8 South, Range 2 East, Salt Lake Base and Meridian; thence North 851.62 feet; thence East 255.75 feet; thence South 851.62 feet; thence West 255.5 feet to the place of beginning.

2. Purpose. The Parties desire to relocate the boundary line between the Existing Parcels in accordance with Utah Code Section 57-1-45. The Existing Parcels are comprised of unsubdivided lands, and this Agreement does not create any additional parcels or lots. The Parties were unable to determine the true location of the boundary line between the Existing Parcels because of differences between the historical use along a fence line and the actual record descriptions. The Parties agree on the boundary line described in this Agreement.

3. Relocation of Boundary Line.

(a) The new boundary line between the Existing Parcels is described as follows, as shown on the survey (the "Survey") dated June 11, 2024, prepared by Brian F. Mitchell, CIR Civil Engineering, LLC, attached as Exhibit A and filed in the Utah County Surveyor's Office as File No. 24-142:

New Boundary Line:

A common boundary line between the following two (2) entire tracts of land described in (i) the Warranty Deed recorded March 9, 2001 as Entry No. 22158:2001 in the Office of the Utah County Recorder, and (ii) the Special Warranty Deed recorded June 14, 2022 as Entry No. 70562:2022 in the Office of the Utah County Recorder. Said common boundary line is located in the Southwest Quarter of Section 1, Township 8 South, Range 2 East, Salt Lake Base and Meridian and is described as follows: Beginning at the intersection of the Section line and a southerly extension of an existing wire fence, which is 512.25 feet N. 89°14'17" E. along the Section Line from the Southwest corner of said Section 1; thence N. 00°13'34" W. 782.56 feet to and along said existing wire fence to the Point of Terminus. Basis of bearing: N. 89°14'17" E. along the Section line between the Southwest corner and the South Quarter corner of said Section 1, Township 8 South, Range 2 East, Salt Lake Base and Meridian.

(b) The result of such new boundary line is that the Existing Parcels are now described as follows:

East Parcel (the "East Parcel"), owned by Industrial (Tax Parcel No. 24-001-0024):

A parcel of land being part of an entire tract described in that Special Warranty Deed recorded June 14, 2022 as Entry No. 70562:2022 in the Office of the Utah County Recorder. Said parcel is located in the Southwest Quarter of Section 1, Township 8 South, Range 2 East, Salt Lake Base and Meridian and is described as follows: Beginning at a point on the Section Line which is 512.25 feet N. 89°14'17" E. along the Section Line from the Southwest corner of said Section 1; thence N. 00°13'34" W. (R=North 930 feet) 782.56 feet to and along an existing wire fence; thence S. 47°32'12" E. 1,142.59 feet (R=South 47°32'12" East 1147.44 feet) along a line parallel and perpendicularly distant southwesterly 100.0 feet from an existing wire fence to the Section Line; thence S. 89°14'17" W. 839.89 feet (R=South 89°14'16" West 874.09 feet) along said Section Line to the Point of Beginning. The above-described parcel of land contains 328,617 sq ft in area or 7.544 acres more or less. Basis of Bearing: N. 89°14'17" E. along the Section line between the Southwest corner and the South Quarter corner of said Section 1, Township 8 South, Range 2 East, Salt Lake Base and Meridian.

West Parcel (the "**West Parcel**"), owned by James (Tax Parcel No. 24-001-0003):

A parcel of land being all or part of an entire tract of land described in that Warranty Deed recorded March 9, 2001 as Entry No. 22158:2001 in the Office of the Utah County Recorder. Said parcel is located in the Southwest Quarter of Section 1, Township 8 South, Range 2 East, Salt Lake Base and Meridian and is described as follows: Beginning at a point on the Section Line which is 255.77 feet N. 89°14'17" E. along the Section Line from the Southwest corner of said Section 1; thence North 848.22 feet; thence East 253.12 feet (R=255.75) to an existing wire fence; thence S. 00°13'34" E. 844.81 feet (R=South 851.62 feet) along said existing wire fence and extension thereof to the Section Line; thence S. 89°14'17" W. 256.48 feet (R=West 255.5 feet) along said Section Line to the Point of Beginning. The above-described parcel of land contains 215,686 sq ft in area or 4.951 acres more or less. Basis of bearing: N. 89°14'17" E. along the Section line between the Southwest corner and the South Quarter corner of said Section 1, Township 8 South, Range 2 East, Salt Lake Base and Meridian.

4. Quitclaim. James, as grantor, hereby quitclaims to Industrial, as grantee, the East Parcel, and Industrial, as grantor, hereby quitclaims to James, as grantee, the West Parcel.

5. General Provisions. This Agreement shall inure to the benefit of, and be binding on, the Parties and their respective successors and assigns. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the state of Utah. This Agreement may be executed in any number of duplicate originals or counterparts, each of which when so executed shall constitute in the aggregate but one and the same document. Each Party that is an entity represents that the individual executing this Agreement on behalf of such Party has been duly authorized to execute and deliver this Agreement in the capacity and for the entity set forth where such individual signs. Each exhibit referred to in, and attached to, this Agreement is an integral part of this Agreement and is incorporated in this Agreement by this reference.

[Remainder of page intentionally left blank; signatures and acknowledgements on following pages]

THE PARTIES have executed this Agreement below, to be effective as of the date first set forth above.

**INDUSTRIAL:**

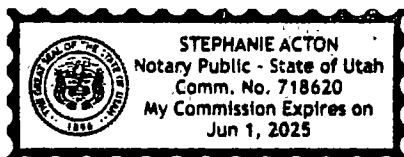
**GLH INDUSTRIAL, LLC,**  
a Utah limited liability company,  
by its Manager:

**THE RITCHIE GROUP, L.C.,**  
a Utah limited liability company

By *Paul W. Ritchie*  
Paul W. Ritchie, Manager

State of Utah                     )  
  ) ss.  
County of Salt Lake         )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of September 2024, by Paul W. Ritchie, Manager of The Ritchie Group, L.C., Manager of GLH Industrial, LLC.



*Stephanie Acton*  
Notary Public

My Commission Expires:

6/1/2025

Residing at:

1245 E. Brickyard <sup>#70</sup> Dr. SLC, UT 84106

**JAMES:**

David Keith James  
DAVID KEITH JAMES

Karla J. James  
KARLA J. JAMES

State of Utah )  
County of ~~Salt Lake~~ Utah ) ss.

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of September, 2024, by David Keith James and Karla J. James.

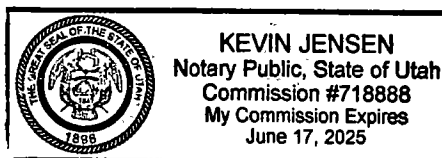
Kevin Jensen  
Notary Public

My Commission Expires:

Residing at:

June 17, 2025

Spanish Fork, UT 84060



**EXHIBIT A**

to

**BOUNDARY LINE AGREEMENT**

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**SURVEY**

(See attached)

