

12446787  
1/3/2017 3:03:00 PM \$74.00  
Book - 10517 Pg - 4466-4494  
Gary W. Ott  
Recorder, Salt Lake County, UT  
NATIONAL TITLE AGCY OF UT INC  
BY: eCASH, DEPUTY - EF 29 P.

RECORDING REQUESTED BY:  
**NORTH TEMPLE FLATS, LLC**

AND WHEN RECORDED MAIL TO:  
**NORTH TEMPLE FLATS, LLC**  
283 W. Front Street, Suite 1  
Missoula, MT 59802

SALE-01 MAIN

---

**BOUNDARY AND PARTITION FENCE AGREEMENT**

THIS BOUNDARY AND PARTITION FENCE AGREEMENT (herein "Agreement") is made and entered into this 30<sup>th</sup> day of December, 2016, by and between **NORTH TEMPLE FLATS, LLC**, a Utah limited liability company (hereinafter referred to as "NTF"), **PK BARCHOLS, L.L.C.**, a Utah limited liability company (hereinafter referred to as "Barchols"), **RS WEST VALLEY, LLC**, a Utah limited liability company (hereinafter referred to as "RSWV"), and **LOUIS A. ROSER COMPANY**, a Utah corporation (hereafter referred to as "Roser") (NTF, Barchols, RSWV, and Roser, each sometimes referred to as a Party or collectively the "Parties").

**RECITALS**

A. NTF is the owner of that certain parcel of real property located in Salt Lake City, Salt Lake County, State of Utah, and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (herein the "NTF Parcel").

B. Barchols is the owner of that certain parcel of real property located in Salt Lake City, Salt Lake County, State of Utah, and more particularly described on Exhibit "B" attached hereto and incorporated herein by reference (herein the "Barchols Parcel").

C. RSWV is the owner of that certain parcel of real property located in Salt Lake City, Salt Lake County, State of Utah, and more particularly described on Exhibit "C" attached hereto and incorporated herein by reference (herein the "RSWV Parcel").

D. Roser is the owner of those certain parcels of real property located in Salt Lake City, Salt Lake County, State of Utah, and more particularly described on Exhibit "D" attached hereto and incorporated herein by reference (herein the "Roser Parcels").

E. The parcel owned by NTF is adjacent to the parcels owned by Barchols, RSWV and Roser, with the eastern boundary of the NTF Parcel abutting the western boundaries of the Barchols Parcel, the RSWV Parcel, and the Rosen Parcels.

F. The recorded legal descriptions of the above-described Parcels do not match the existing fence lines which represent the common physical boundary between the NTF Parcel and the Barchols Parcel, the RSWV Parcel and the Roser Parcels, as disclosed by that certain survey prepared by Bingham Engineering as Job No. 5324 dated December 19, 2016 and more particularly described on Exhibit "E" attached hereto and incorporated herein by reference (herein the "ALTA Survey"). In order to eliminate any confusion and to forever determine the issue of the common boundary line between the NTF Parcel and the Barchols Parcel, the RSWV Parcel and the Rosen Parcels, the Parties hereto desire to establish said boundary line.

G. The Parties hereto desire to enter into this Agreement in order to clarify the legal boundaries between the NTF Parcel and the Barchols Parcel, the RSWV Parcel and the Rosen Parcels and to establish the Common Boundary Line (defined below).

H. NTF desires to construct a Partition Fence (as defined herein) upon the common boundary of the NTF Parcel with the Barchols Parcel, the RSWV Parcel, and the Rosen Parcels, and to specify herein the respective obligations with respect to the Partition Fence to be constructed. The obligations specified herein are intended to modify the requirements of Utah Code Annotated, Section 4-26-5 (2006, Replacement) (herein "Section 4-26-5") as they relate to the Partition Fence to be constructed by NTF.

I. Barchols, RSWV and Rosen are willing to allow the construction and maintenance of the Partition Fence upon the common boundary in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of these recitals and for the mutual benefits and obligations set forth in this Agreement, 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, the Parties hereto agree as follows:

1. Common Boundary Line. The common boundary line (the "**Common Boundary Line**"), being the easterly boundary line of the NTF Parcel and the westerly boundary line of the Barchols Parcel, the RSWV Parcel, and the Rosen Parcels shall be hereafter described as follows:

A BOUNDARY LINE LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST AND THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH,

RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF NORTH TEMPLE STREET, SAID POINT LIES NORTH 89°56'42" EAST ALONG THE SECTION LINE 174.88 FEET AND NORTH 665.38 FEET FROM THE SOUTHWEST CORNER SAID SECTION 34 (SALT LAKE COUNTY SURVEY MONUMENT RESET IN 1993, MONUMENT NO. 1N1W3301) SAID MONUMENT LIES NORTH 00°04'57" EAST 34.69 FEET FROM AN UNMARKED COUNTY SURVEY MONUMENT LOCATED AT THE SOUTH RIGHT OF WAY LINE OF THE SALT LAKE GARFIELD & WESTERN RAILROAD, SAID UNMARKED MONUMENT LIES SOUTH 89°57'27" WEST 2639.80 FEET FROM THE NORTH QUARTER CORNER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AS SHOWN ON THE AREA REFERENCE PLAT ON FILE IN THE SALT LAKE COUNTY SURVEYOR'S OFFICE, AND RUNNING THENCE SOUTH 00°00'38" EAST 214.00 FEET; THENCE NORTH 90°00'EAST 6.40 FEET MORE OR LESS TO AN EXISTING FENCE LINE, THENCE SOUTH 00°04'12" EAST 246.98 FEET; THENCE NORTH 89°31'11" WEST 3.86 FEET; THENCE SOUTH 00°08'38" EAST ALONG AN EXISTING BUILDING LINE AND IT'S EXTENSION THEREOF NORTH AND SOUTH, 237.70 FEET; THENCE NORTH 89°56'23" WEST 3.31 FEET TO THE TERMINUS OF THE HERETO DESCRIBED BOUNDARY LINE.

(BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 89°56'42" EAST BETWEEN THE SALT LAKE COUNTY SURVEY MONUMENTS REPRESENTING THE SOUTHWEST CORNER AND SOUTH QUARTER CORNER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN)

2. Quit Claim by NTF. NTF hereby releases, remises, and quit-claims to Barchols, RSWV and Rosen, according to their respective interests, all of its right, title and interest in and to any real property lying east of the Common Boundary Line.

3. Quit Claim by Barchols. Barchols hereby releases, remises, and quit-claims to NTF, all of its right, title and interest in and to any real property lying west of the Common Boundary Line.

4. Quit Claim by RSWV. RSWV hereby releases, remises, and quit-claims to NTF, all of its right, title and interest in and to any real property lying west of the Common Boundary Line.

5. Quit Claim by Rosen. Rosen hereby releases, remises, and quit-claims to NTF, all of its right, title and interest in and to any real property lying west of the Common Boundary Line.

6. NTF Parcel. The Parties agree that as a result of the establishment of the Common Boundary Line and the conveyances identified in Sections 2 through 5 above, the NTF Parcel shall hereafter be described as follows:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, (SALT LAKE COUNTY SURVEY MONUMENT RESET IN 1993, MONUMENT NO. 1N1W3301) SAID MONUMENT LIES NORTH 00°04'57" EAST 34.69 FEET FROM AN UNMARKED COUNTY SURVEY MONUMENT LOCATED AT THE SOUTH RIGHT OF WAY LINE OF THE SALT LAKE GARFIELD & WESTERN RAILROAD, SAID UNMARKED MONUMENT LIES SOUTH 89°57'27" WEST 2639.80 FEET FROM THE NORTH QUARTER CORNER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AS SHOWN ON THE AREA REFERENCE PLAT ON FILE IN THE SALT LAKE COUNTY SURVEYOR'S OFFICE, AND RUNNING THENCE NORTH 00°00'38" WEST ALONG THE SECTION LINE 672.85 FEET TO THE SOUTH RIGHT OF WAY LINE OF NORTH TEMPLE STREET, THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) NORTH 89°58'39" EAST 121.33 FEET, 2) SOUTH 69°00'36" EAST 20.55 FEET AND 3) NORTH 89°58'38" EAST 34.48 FEET; THENCE SOUTH 00°00'38" EAST 214.00 FEET; THENCE NORTH 90°00'EAST 6.40 FEET MORE OR LESS TO AN EXISTING FENCE LINE, THENCE SOUTH 00°04'12" EAST 246.98 FEET; THENCE NORTH 89°31'11" WEST 3.86 FEET; THENCE SOUTH 00°08'38" EAST ALONG AN EXISTING BUILDING LINE AND IT'S EXTENSION THEREOF NORTH AND SOUTH, 237.70 FEET; THENCE NORTH 89°56'23" WEST 3.31 FEET; THENCE SOUTH 89°56'42" WEST 94.38 FEET; THENCE NORTH 00°03'18" WEST 20.00 FEET; THENCE SOUTH 89°56'42" WEST 80.62 FEET; THENCE NORTH 00°03'18" WEST 13.27 FEET TO THE POINT OF BEGINNING.

CONTAINS 123,962 SQ. FT. OR 2.85 ACRES

7. Barchols Parcel. The Parties agree that as a result of the establishment of the Common Boundary Line and the conveyances identified in Sections 2 through 5 above, the west boundary of the Barchols Parcel shall hereafter be described as follows:

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF NORTH TEMPLE STREET, SAID POINT LIES NORTH 89°56'42" EAST ALONG THE SECTION LINE 174.88 FEET AND NORTH 665.38 FEET FROM THE SOUTHWEST CORNER SAID SECTION 34 (SALT LAKE COUNTY SURVEY MONUMENT RESET IN 1993, MONUMENT NO. 1N1W3301) SAID MONUMENT LIES NORTH 00°04'57" EAST 34.69 FEET FROM AN UNMARKED COUNTY SURVEY MONUMENT LOCATED AT THE SOUTH RIGHT OF WAY LINE OF THE SALT LAKE GARFIELD & WESTERN RAILROAD, SAID UNMARKED MONUMENT LIES SOUTH 89°57'27" WEST 2639.80 FEET FROM THE NORTH QUARTER CORNER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AS SHOWN ON THE AREA REFERENCE PLAT ON FILE IN THE SALT LAKE COUNTY SURVEYOR'S OFFICE, AND RUNNING THENCE SOUTH 00°00'38" EAST 214.00 FEET; THENCE NORTH 90°00' EAST 6.40 FEET MORE OR LESS TO AN EXISTING FENCE LINE, THENCE SOUTH 00°04'12" WEST 146.98 FEET MORE OR LESS TO THE SOUTH LINE OF THAT REAL PROPERTY CONVEYED TO PK BARCHOLS, L.L.C., RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER AS ENTRY NO. 11690898.

(BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 89°56'42" EAST BETWEEN THE SALT LAKE COUNTY SURVEY MONUMENTS REPRESENTING THE SOUTHWEST CORNER AND SOUTH QUARTER CORNER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN)

8. RSWV Parcel. The Parties agree that as a result of the establishment of the Common Boundary Line and the conveyances identified in Sections 2 through 5 above, the west boundary of the RSWV Parcel shall hereafter be described as follows:

BEGINNING AT A POINT ON THE NORTH LINE OF THAT REAL PROPERTY CONVEYED BY SPECIAL WARRANTY DEED, RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER AS ENTRY NO. 11866620, SAID POINT LIES NORTH 89°56'42" EAST ALONG THE SECTION LINE 181.44 FEET AND NORTH 304.40 FEET MORE OR LESS FROM THE SOUTHWEST CORNER SAID SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (SALT LAKE COUNTY SURVEY MONUMENT RESET IN 1993, MONUMENT NO. 1N1W3301) SAID MONUMENT LIES NORTH 00°04'57" EAST 34.69 FEET FROM AN UNMARKED COUNTY SURVEY MONUMENT LOCATED AT THE SOUTH RIGHT OF WAY LINE OF THE SALT LAKE GARFIELD & WESTERN RAILROAD, SAID UNMARKED MONUMENT LIES SOUTH 89°57'27" WEST 2639.80 FEET FROM THE

NORTH QUARTER CORNER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AS SHOWN ON THE AREA REFERENCE PLAT ON FILE IN THE SALT LAKE COUNTY SURVEYOR'S OFFICE, AND RUNNING THENCE SOUTH 00°04'12" EAST 100.00 FEET (RECORD) MORE OR LESS TO THE SOUTH LINE OF SAID CONVEYED REAL PROPERTY.

(BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 89°56'42" EAST BETWEEN THE SALT LAKE COUNTY SURVEY MONUMENTS REPRESENTING THE SOUTHWEST CORNER AND SOUTH QUARTER CORNER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN)

9. Rosen Parcels. The Parties agree that as a result of the establishment of the Common Boundary Line and the conveyances identified in Sections 2 through 5 above, the west boundary of the Rosen Parcels shall hereafter be described as follows:

BEGINNING AT A POINT ON THE NORTH LINE OF THAT CERTAIN REAL PROPERTY CONVEYED BY SPECIAL WARRANTY DEED RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER AS ENTRY NO. 11892445, SAID POINT LIES NORTH 89°56'42" EAST ALONG THE SECTION LINE 181.62 FEET AND NORTH 204.39 FEET FROM THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (SALT LAKE COUNTY SURVEY MONUMENT RESET IN 1993, MONUMENT NO. 1N1W3301) SAID MONUMENT LIES NORTH 00°04'57" EAST 34.69 FEET FROM AN UNMARKED COUNTY SURVEY MONUMENT LOCATED AT THE SOUTH RIGHT OF WAY LINE OF THE SALT LAKE GARFIELD & WESTERN RAILROAD, SAID UNMARKED MONUMENT LIES SOUTH 89°57'27" WEST 2639.80 FEET FROM THE NORTH QUARTER CORNER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AS SHOWN ON THE AREA REFERENCE PLAT ON FILE IN THE SALT LAKE COUNTY SURVEYOR'S OFFICE, AND RUNNING THENCE NORTH 89° 31'11" WEST 3.86 FEET; THENCE SOUTH 00°08'38" EAST ALONG AN EXISTING BUILDING LINE AND IT'S EXTENSION NORTH AND SOUTH 237.70 FEET MORE OR LESS TO THE SOUTH LINE OF SAID REAL PROPERTY.

(BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 89°56'42" EAST BETWEEN THE SALT LAKE COUNTY SURVEY MONUMENTS REPRESENTING THE SOUTHWEST CORNER AND SOUTH QUARTER CORNER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN)

10. Partition Fence. NTF shall cause the construction of a Partition Fence (as defined in this Agreement) to be constructed upon the Common Boundary Line between (a) the NTF Parcel and the Barchols Parcel, (b) the NTF Parcel and the RSWV Parcel, and (c) the NTF Parcel and the Rosen Parcels. The approximate limits of the Partition Fence shall be as shown on Exhibit "F" attached hereto and incorporated herein by reference. The location of the Partition Fence shall be centered upon the Common Boundary Line as specified above to the extent reasonably possible, but each party acknowledges that portions of the Partition Fence shall be located upon the NTF Parcel, the Barchols Parcel, the RSWV Parcel, and the Rosen Parcels, and consent for the location and construction of the Partition Fence is hereby granted.

11. Construction of Partition Fence. Contrary to the requirements of Section 4-26-5, NTF shall be solely responsible for the cost of locating and constructing the Partition Fence, including but not limited to any and all surveys or permits required for the same and all construction and material related costs thereto. The fence to be erected and maintained pursuant to this Agreement, and referred to herein as the "Partition Fence," shall consist of a concrete retaining wall to be constructed to a height of approximately two feet above the existing ground surface on the east side of the Partition Fence, (east side being the Barchols Parcel, the RSWV Parcel, and the Rosen Parcels) with a panel fence constructed above the retaining wall, with posts installed at intervals sufficient to support such panels, such panels not to exceed, on average, six (6) feet in height (or such lesser height as shall be permitted by governmental regulation) from the higher of the two surfaces of the parcels as the same are improved. Unless evidenced by an amendment to this Agreement executed by the then owners of the NTF Parcel, the Barchols Parcel, the RSWV Parcel, and the Rosen Parcels, respectively, the type and style of the Partition Fence originally installed shall not be modified in any material manner. NTF shall be solely responsible for obtaining all governmental approvals necessary for the construction of the Partition Fence and such Partition Fence shall be constructed and maintained according to such governmental approvals.

12. Maintenance of Partition Fence. Except as provided herein, NTF and its successors and assigns shall be solely responsible, at its own cost and expense, for: (a) the structural maintenance and replacement of the Partition Fence attributable to normal wear and tear; (b) any and all damage to the Partition Fence occasioned by the acts and/or omissions of NTF and its successors, assigns, tenants, guests and invitees, and (c) the maintenance of the west facing surface of the Partition Fence, keeping the same free of any materials and substances that might be destructive to the Partition Fence. Barchols, RSWV, and Rosen, and their respective successors and assigns shall be responsible, at their own respective cost and expense, for: (a) maintenance of the east facing surface of the Partition Fence as it abuts or is located upon such party's parcel, keeping the same free of any materials and substances that might be destructive to the Partition Fence; and (b) any and all damage to the Partition Fence occasioned by the acts and/or omissions of Barchols, RSWV and/or Rosen, respectively, and each of their successors, assigns, tenants, guests and invitees, other than normal wear and

tear. NTF, Barchols, RSWV, and Rosen, and their respective successors, assigns, contractors and agents, shall have the right to access such Partition Fence from the NTF Parcel, the Barchols Parcel, the RSWV Parcel, or the Rosen Parcels to the extent reasonably necessary to maintain, repair and restore the Partition Fence; provided, however, that any party utilizing such access shall notify the other affected party or parties of the need and expected dates of such access, shall restore the affected Parcel to its prior condition before such access, including but not limited to the repair or replacement of landscaping and facilities damaged or destroyed by such activities, and shall indemnify and hold the other parties harmless (including but not limited to attorneys' fees and costs) from any and all damages or injuries caused by such access. **THE RIGHT OF ACCESS PROVIDED TO EACH OF THE PARTIES AS SET FORTH IN THIS SECTION 12 SHALL NOT BE CONSTRUED AS AN EASEMENT ON OR ACROSS ANY OF THE AFFECTED PARCELS BUT SHALL BE A LICENSE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ABOVE.**

13. Miscellaneous Provisions.

13.1 This Agreement and all provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of NTF, Barchols, RSWV, and Rosen, and all parties who hereafter acquire any interest in the NTF Parcel, the Barchols Parcel, the RSWV Parcel or the Rosen Parcels shall be subject to the terms of this Agreement. Failure to comply with any of requirements of this Agreement shall be grounds for an action by an aggrieved owner for the recovery of damages, or for injunctive relief, or both.

13.2 This Agreement constitutes the entire agreement between the parties relative to the subject matter hereof, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on any party except to the extent incorporated in this Agreement.

13.3 Any modification of this Agreement or additional obligation assumed by any of the parties in connection with this Agreement shall be binding only if in writing, signed by all parties or an authorized representative of each party.

13.4 This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

13.5 The 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.

13.6 In the event any action is filed in relation to this Agreement, the unsuccessful party(ies) in the action shall pay to the successful party(ies), in addition to all other sums that the other party(ies) may be called on to pay, a reasonable sum for the successful party's attorneys' fees.



13.7 It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah.

*(intentionally left blank, signature page follows)*

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above appearing.

**NTF:**

**NORTH TEMPLE FLATS, LLC**, a Utah limited liability company

By its Manager, NTF Management, LLC, a Utah limited liability company

By its Manager, CAB Group of Utah IV L.C., a Utah limited liability company

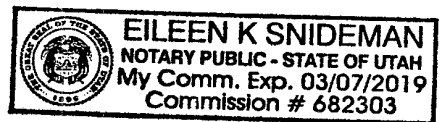
By: J. Randolph Cassidy  
J. Randolph Cassidy, Manager

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

On the 22 day of December, 2016, personally appeared before me J. Randolph Cassidy, Manager of CAB Group of Utah IV L.C., a Utah limited liability company, manager of NTF Management, L.C., a Utah limited liability company, as Manager of NORTH TEMPLE FLATS, LLC, a Utah limited liability company, the signer of the within instrument, who duly acknowledged to me that NORTH TEMPLE FLATS, LLC, executed the same.

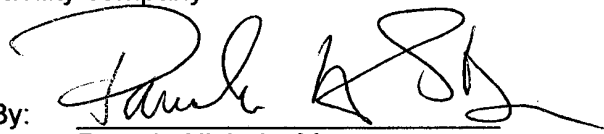
Eileen K Snideman  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_



**BARCHOLS:**

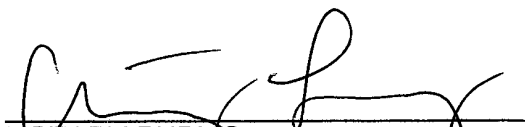
**PK BARCHOLS, L.L.C.**, a Utah limited liability company

By:   
Pamela Nichols, Manager

STATE OF IDAHO )  
COUNTY OF Blaine ) ss.

On the 29<sup>th</sup> day of December, 2016, personally appeared before me Pamela Nichols, Manager of PK BARCHOLS, L.L.C., a Utah limited liability company, who duly acknowledged to me that PK BARCHOLS, L.L.C., executed the same.



  
NOTARY PUBLIC  
Residing at: Ketchum, Idaho

My Commission Expires:

01/14/2022

**RSWV:**

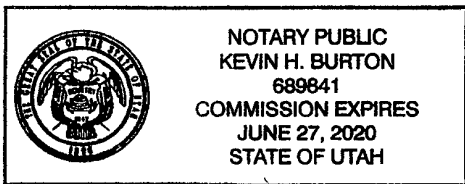
~~RS WEST VALLEY, LLC, a Utah limited liability company~~

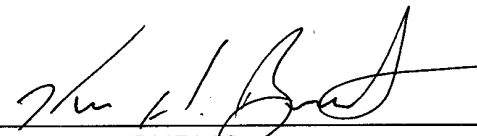
By:

  
Richard Service, Manager

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

On the 23 day of December, 2016, personally appeared before me Richard Service, Manager of RS WEST VALLEY, LLC, a Utah limited liability company, who duly acknowledged to me that RS WEST VALLEY, LLC, executed the same.




  
NOTARY PUBLIC  
Residing at: 4711 S. HIGHLAND DR  
HOLLADAY, UT 84117

My Commission Expires: 06/27/2020

**ROSER:**


**LOUIS A. ROSER COMPANY**, a Utah corporation

By:

  
Kevin R. Iversen, President

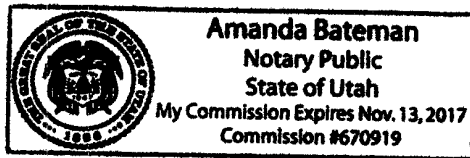
STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE        )

On the 2nd day of December, 2016, personally appeared before me Kevin R. Iversen, President of LOUIS A. ROSER COMPANY, a Utah corporation, who duly acknowledged to me that LOUIS A. ROSER COMPANY, executed the same.

  
NOTARY PUBLIC  
Residing at: Huntsbury Park UT 84074

My Commission Expires:

Nov 13th 2017



**EXHIBIT "A"**

(NTF Parcel)

Real Property located in Salt Lake City, Salt Lake County, more particularly described as follows:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, (SALT LAKE COUNTY SURVEY MONUMENT RESET IN 1993, MONUMENT NO. 1N1W3301) SAID POINT LIES NORTH 00°04'57" EAST 34.69 FEET FROM AN UNMARKED COUNTY SURVEY MONUMENT LOCATED AT THE SOUTH RIGHT OF WAY LINE OF THE SALT LAKE GARFIELD & WESTERN RAILROAD, SAID UNMARKED MONUMENT LIES SOUTH 89°57'27" WEST 2639.80 FEET FROM THE NORTH QUARTER CORNER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 1 WEST SALT LAKE BASE AND MERIDIAN, AS SHOWN ON THE AREA REFERENCE PLAT ON FILE IN THE SALT LAKE COUNTY SURVEYOR'S OFFICE, AND RUNNING THENCE NORTH 00°00'38" WEST ALONG THE SECTION LINE 672.85 FEET TO THE SOUTH RIGHT OF WAY LINE OF NORTH TEMPLE STREET, THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) NORTH 89°58'39" EAST 121.33 FEET, 2) SOUTH 69°00'36" EAST 20.55 FEET AND 3) NORTH 89°58'38" EAST 34.48 FEET; THENCE SOUTH 00°00'38" EAST 665.38 FEET; THENCE SOUTH 00°03'18" EAST 33.27 FEET; THENCE SOUTH 89°56'42" WEST 94.38 FEET; THENCE NORTH 00°03'18" WEST 20.00 FEET; THENCE SOUTH 89°56'42" WEST 80.62 FEET; THENCE NORTH 00°03'18" WEST 13.27 FEET TO THE POINT OF BEGINNING.

**EXHIBIT "B"**

(Barchols Parcel – Special Warranty Deed)

11690898  
7/25/2013 11:37:00 AM \$13.00  
Book - 10162 Pg - 4825-4826  
Gary W. Ott  
Recorder, Salt Lake County, UT  
FIRST AMERICAN NCS  
BY: eCASH, DEPUTY - EE 2 P.

Recording Requested by:  
First American Title Insurance Company  
National Commercial Services  
560 South 300 East  
Salt Lake City, UT 84111  
(801)536-3100  
AFTER RECORDING RETURN TO:  
PK Barchols, L.L.C.  
1977 West North Temple  
Salt Lake City, UT 84116

SPACE ABOVE THIS LINE (3 1/4" X 5") FOR RECORDER'S USE

## SPECIAL WARRANTY DEED

Escrow No: **NCS-600677-SLC1 (jt)**  
A.P.N.: **08-34-353-013-0000**

**Capitol Industries, Inc.**, Grantor, of **Salt Lake City**, **Salt Lake** County, State of **UT**, hereby CONVEYS AND WARRANTS only as against all claiming by, through or under it to

**PK Barchols, L.L.C.**, a **Utah Limited Liability Company**, Grantee, of **Salt Lake City**, **Salt Lake** County, State of **UT**, for the sum of Ten Dollars and other good and valuable considerations the following described tract(s) of land in **Salt Lake** County, State of **Utah**:

**BEGINNING AT A POINT EAST 175 FEET, MORE OR LESS, AND NORTH 339.26 FEET, MORE OR LESS, FROM THE SOUTHWEST CORNER 34, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID SECTION CORNER BEING AN UNMARKED COUNTY SURVEY MONUMENT LOCATED AT THE SOUTH RIGHT-OF-WAY LINE OF THE SALT LAKE GARFIELD AND WESTERN RAILROAD, SAID BEGINNING POINT IS ALSO SOUTH 0° 04' 57" WEST 34.69 FEET AND EAST 175 FEET, MORE OR LESS, AND NORTH 339.26 FEET, MORE OR LESS, FROM AN UNMARKED COUNTY SURVEY MONUMENT WHICH IS SOUTH 89° 57' 27" WEST 2,639.8 FEET FROM THE NORTH QUARTER CORNER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AS SHOWN ON THE AREA REFERENCE PLAT ON FILE IN THE SALT LAKE COUNTY SURVEYOR'S OFFICE, AND RUNNING THENCE FROM SAID BEGINNING POINT EAST 153.02 FEET, THENCE NORTH 19° 28' 15" WEST 6.06 FEET; THENCE NORTH 360 FEET TO THE SOUTH LINE OF NORTH TEMPLE STREET, THENCE SOUTH 89° 58' 38" WEST 151 FEET; THENCE SOUTH 365.65 FEET TO THE POINT OF BEGINNING.**

**LESS AND EXCEPTING THEREFROM THAT PORTION CONVEYED TO UTAH TRANSIT AUTHORITY AS DISCLOSED BY WARRANTY DEED RECORDED APRIL 30, 2010 AS ENTRY NO. 10944767 IN BOOK 9822 AT PAGE 4361 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

~~Ent 11690898 BK 10162 PG 4825~~

BK 10517 PG 4481



A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE SOUTHWEST ¼ SOUTHWEST ¼ OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN INCIDENT TO THE CONSTRUCTION OF THE "AIRPORT LIGHT RAIL TRANSIT PROJECT", A UTAH TRANSIT AUTHORITY PROJECT, KNOWN AS "ALRT", AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID ENTIRE TRACT, WHICH POINT IS 174.91 FEET (RECORD: 175.00 FEET) EAST AND 307.18 FEET (RECORD: 339.26 FEET) NORTH AND 365.65 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID SECTION 34; AND RUNNING THENCE NORTH 89° 58' 38" EAST 151.00 FEET ALONG THE NORTHERLY BOUNDARY LINE TO THE NORTHEAST CORNER OF SAID ENTIRE TRACT; THENCE SOUTH 7.31 FEET ALONG THE EAST BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE SOUTH 89° 57' 15" WEST 151.00 FEET TO THE WEST BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE NORTH 7.37 FEET ALONG SAID BOUNDARY LINE TO THE POINT OF BEGINNING.

Subject to easements, restrictions and rights of way appearing of record or enforceable in law and equity and general property taxes for the year 2013 and thereafter.

Witness, the hand(s) of said Grantor(s), this July \_\_\_\_, 2013 .

Capitol Industries, Inc.

Rocky K. Fellows  
By: Rocky K. Fellows, Vice President

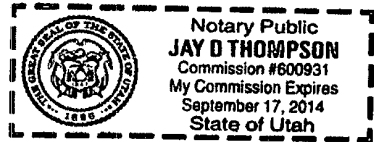
STATE OF Utah )  
County of Salt Lake )ss.

On July 23, 2013, before me, the undersigned Notary Public, personally appeared **Rocky K. Fellows, Vice President of Capitol Industries, Inc.**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires:

J. D. Thompson  
Notary Public



**EXHIBIT "C"**

(RSWV Parcel – Special Warranty Deed)

11866620  
6/16/2014 4:34:00 PM \$13.00  
Book - 10238 Pg - 5693-5694  
Gary W. Ott  
Recorder, Salt Lake County, UT  
BACKMAN TITLE SERVICES  
BY: ECASH, DEPUTY - EE 2 P.

MAIL TAX NOTICE TO  
RS West Valley LLC  
3675 West 2150 South #3  
West Valley City, UT 84120

Order No. 5-084342

## Special Warranty Deed

(Limited Liability Form)

ATF V 1973, LLC

of Salt Lake City, County of Salt Lake, State of UTAH, Grantor, hereby CONVEYS and WARRANTS against all persons claiming by, through or under it to

RS West Valley, LLC, a Utah limited liability company

of Salt Lake City County of Salt Lake, State of UT Grantee for the sum of Ten Dollars and Other Good and Valuable Consideration the following described tract(s) of land in Salt Lake County, State of UTAH:

### PARCEL 1:

Beginning at a point East 175 feet, more or less and North 239.26 feet, more or less, from the Southwest corner of Section 34, Township 1 North, Range 1 West, Salt Lake Base and Meridian, said section corner being an unmarked county survey monument located at the South right of way line of the Salt Lake Garfield & Western Railroad, said beginning point is also South 0 deg. 04'57" West 34.69 feet and East 175 feet, more or less, and North 239.26 feet, more or less, from an unmarked county survey monument which is South 89 deg. 57'27" West 2639.80 feet from the North quarter corner of Section 3, Township 1 South, Range 1 West, Salt Lake Base and Meridian, as shown on the area reference plat on file in the Salt Lake County Surveyor's office, and running thence from said beginning point East 156 feet, more or less; thence North 91.57 feet; thence North 19 deg. 28'15" West 8.94 feet; thence West 153.02 feet, more or less; thence South 100.00 feet to the point of beginning.

### PARCEL 1A:

Together with a 28 foot right of way described as follows: Beginning on the South line of North Temple Street at a point 323.33 feet North 89 deg. 58'38" East and South 66.60 feet from a Salt Lake City Survey Monument, said monument being South 89 deg. 58'38" West 2577.29 feet from a Salt Lake City Survey Monument at the intersection of North Temple Street and Redwood Road to the North, said point of beginning being also East 326 feet and North 704 feet, more or less, from the Southwest corner of Section 34, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and running thence South 360 feet, more or less; thence South 19 deg. 28'15" East 15 feet; thence South 91.57 feet, more or less, along the East line of the above described property; thence East 28 feet; thence North 91.57 feet, more or less; thence North 19 deg. 28'15" West 15 feet; thence North 360 feet, more or less, to the South line of North Temple Street; thence West 28 feet to the point of beginning.

Parcel No: 08-34-353-002

SUBJECT TO: County and/or City Taxes not delinquent; Bonds and/or Special Assessments not delinquent and Covenants, Conditions, Restrictions, Rights-of-Way, Easements, and Reservations now of Record.

Special Warranty Deed-Limited Liability  
Backman Title Services Ltd.

~~Ent 11866620 BK 10238 PG 5693~~

BK 10517 PG 4484

WITNESS, the hand(s) of said Grantor(s), this 16th of June AD., 2014

Signed in the Presence of:

Witness:

ATF V 1973, LLC

Alan D. Fox

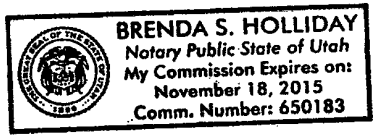
By Alan D. Fox  
Its Managing Member

STATE OF Utah )  
County of Salt Lake ) SS.

The foregoing instrument was acknowledged before me this 16th day of June, 2014  
By Alan D. Fox  
the Managing Member of ATF V 1973, LLC

Brenda S. Holliday  
Notary Public  
My Commission Expires 11-18-15

Residing at: SLC, UT.



**EXHIBIT "D"**

(Roser Parcels – Special Warrant Deed)

MAIL TAX NOTICE TO  
Louis A. Roser Company  
1975 West North Temple Street  
Salt Lake City, UT 84116

Order No. 5-084340

11892445  
8/5/2014 10:11:00 AM \$17.00  
Book - 10250 Pg - 6406-6408  
Gary W. Ott  
Recorder, Salt Lake County, UT  
BACKMAN TITLE SERVICES  
BY: eCASH, DEPUTY EF 3 P.

## Special Warranty Deed

(Limited Liability Form)

ATF V 1975, LLC

of Salt Lake City, County of Salt Lake, State of UTAH, Grantor, hereby CONVEYS and WARRANTS against all persons claiming by, through or under it to

Louis A. Roser Company

of Salt Lake City County of Salt Lake, State of UT Grantee for the sum of Ten Dollars and Other Good and Valuable Consideration the following described tract(s) of land in Salt Lake County, State of UTAH:

### PARCEL 1:

Beginning at a point East 175 feet, more or less, and North 69.29 feet, more or less, from the Southwest corner of Section 34, Township 1 North, Range 1 West, Salt Lake Base and Meridian, said section corner being an unmarked county survey monument located at the South right of way line of the Salt Lake Garfield & Western Railroad, said beginning point is also South 0 deg. 04'57" West 34.69 feet and East 175 feet, more or less, and North 69.29 feet, more or less, from an unmarked county survey monument which is South 89 deg. 57'27" West 2639.80 feet from the North quarter corner of Section 3, Township 1 South, Range 1 West, Salt Lake Base and Meridian, as shown on the area reference plat on file in the Salt Lake County Surveyor's office, and running thence from said beginning point East 156 feet, more or less; thence North 170 feet, more or less to a point 465.65 feet South of the South line of North Temple Street; thence West 156 feet, more or less; thence South 170 feet, more or less, to the point of beginning.

Parcel No.: 08-34-353-026

### PARCEL 1A:

Together with and subject to a free and uninterrupted perpetual easement for ingress, egress and regress between the above-described premises and North Temple Street in the aforesaid county for vehicular and pedestrian traffic over, through and across the following described tract of land in Salt Lake County, State of Utah: Beginning on the South line of North Temple Street at a point 323.33 feet North 89 deg. 58'38" East and South 66.60 feet from a Salt Lake City Survey Monument, said monument being South 89 deg. 58'38" West 2577.29 feet from a Salt Lake City Survey Monument at the intersection of North Temple Street and Redwood Road to the North, said point of beginning being also East 326 feet and North 704 feet, more or less, from the Southwest corner of Section 34, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and running thence South 360 feet, more or less; thence South 19 deg. 28'15" East 15 feet; thence South 310 feet, more or less, along the East line of the above-described property; thence East 28 feet; thence North 310 feet, more or less; thence North 19 deg. 28'15" West 15 feet; thence North 360 feet, more or less, to the South line of North Temple Street; thence West 28 feet to the point of beginning.

Special Warranty Deed-Limited Liability  
Backman Title Services Ltd.

Ent 11892445-BK 10250-PG 6406

BK 10517 PG 4487

PARCEL 2:

Beginning at a point East 175 feet, more or less, and North 35.26 feet, more or less, from the Southwest corner of Section 34, Township 1 North, Range 1 West, Salt Lake Base and Meridian, said section corner being an unmarked county survey monument located at the South right of way line of the Salt Lake Garfield & Western Railroad, said beginning point is also South 0 deg. 04'57" West 34.69 feet and East 175 feet, more or less, and North 35.26 feet, more or less, from an unmarked county survey monument which is South 89 deg. 57'27" West 2639.80 feet from the North quarter corner of Section 3, Township 1 South, Range 1 West, Salt Lake Base and Meridian, as shown on the area reference plat on file in the Salt Lake County Surveyor's office, and running thence from said beginning point North 34.0 feet, more or less, to a point 635.65 feet South of the South line of North Temple Street; thence East 156.0 feet; thence South 34.0 feet; thence West 156.0 feet to the point of beginning.

Parcel No.: 08-34-353-027

PARCEL 3:

A parcel of land being of entire tract of land situated in Northwest quarter of Section 3, Township 1 South, Range 1 West, Salt Lake Base and Meridian:

Beginning at a point 175.00 feet North 89 deg. 57'27" East along the base line from the Northwest corner of Section 3, Township 1 South, Range 1 West, Salt Lake Base and Meridian, thence North 89 deg. 57'27" East 184.00 feet along said base line; thence South 33.27 feet to the South right of way line of the Salt Lake Garfield and Western Railroad; thence West 184.00 feet along said South right of way line; thence North 33.13 feet to the point of beginning.

Parcel No.: 15-03-101-014

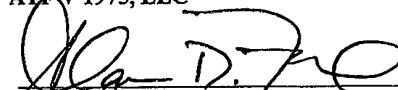

Parcel No: 08-34-353-026, 08-34-353-027, 15-03-101-014

SUBJECT TO: County and/or City Taxes not delinquent; Bonds and/or Special Assessments not delinquent and Covenants, Conditions, Restrictions, Rights-of-Way, Easements, and Reservations now of Record.

WITNESS, the hand(s) of said Grantor(s), this 4th of August AD., 2014


Signed in the Presence of:

Witness:

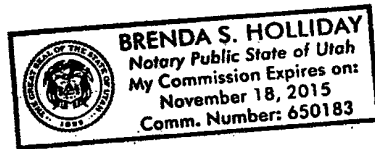
ATF V 1975, LLC  
  
\_\_\_\_\_  
Alan D. Fox, Manager  
  
\_\_\_\_\_  
Theresa L. Fox, Manager

STATE OF Utah )  
 ) SS.  
County of Salt Lake )

The foregoing instrument was acknowledged before me this 4th day of August, 2014  
By Alan D. Fox and Theresa L. Fox  
the Managers of ATF V 1975, LLC

  
Notary Public  
My Commission Expires: 11-18-15

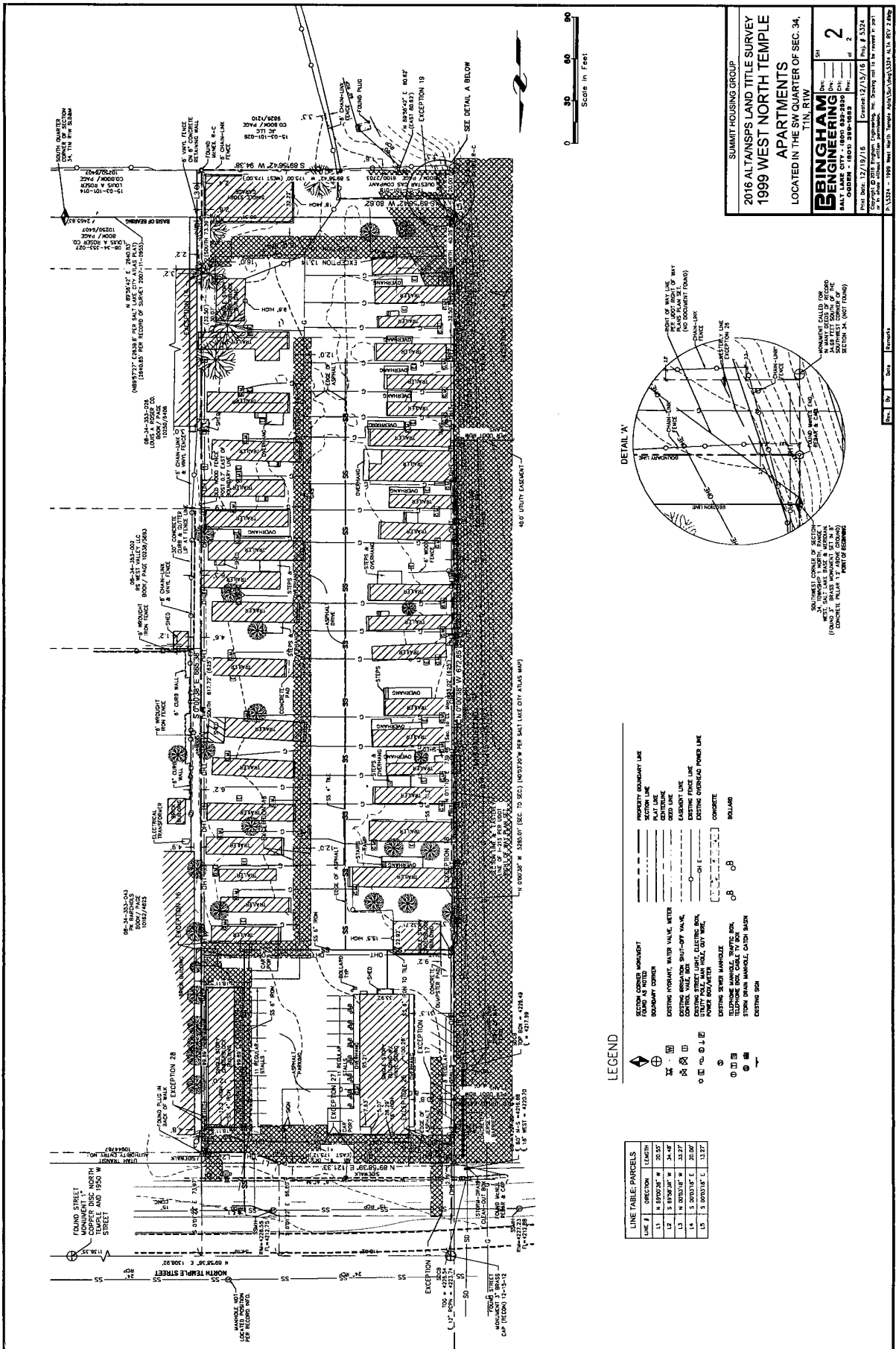
Residing at: SLC, UT.





**EXHIBIT "E"**  
**(ALTA Survey)**





**LINE TABLE: PARCELS**

LINE #	DIRECTION	LENGTH
1.1	N 89°02'30" W	20.50'
1.2	S 89°26'30" W	34.49'
1.3	N 02°03'30" E	31.37'
1.4	S 02°03'30" E	25.00'
1.5	S 02°03'30" E	11.37'

- LEGEND**
- PROPERTY CORNER MONUMENT
  - BOUNDARY CORNER
  - EXISTING HYDRANT, WATER VALVE, WATER CONTROL VALVE BOX
  - EXISTING OVERHEAD POWER LINE
  - EXISTING SEWER MANHOLE
  - EXISTING TELEPHONE BOX, CABLE TV BOX
  - STONE URN MANHOLE CATCH BASIN
  - EXISTING SIGN

- PROPERTY BOUNDARY LINE
- SECTION LINE
- PLAT LINE
- DEED LINE
- EASEMENT LINE
- EXISTING FENCE LINE
- EXISTING OVERHEAD POWER LINE
- CONCRETE
- BOLLARD



SUMMIT HOUSING GROUP  
 2016 ALTAINSPS LAND TITLE SURVEY  
 1999 WEST NORTH TEMPLE  
 APARTMENTS  
 LOCATED IN THE SW QUARTER OF SEC. 34,  
 T1N, R1W

**BBINGHAM ENGINEERING**  
 BALT LAKE CITY - (801) 582-8689  
 2

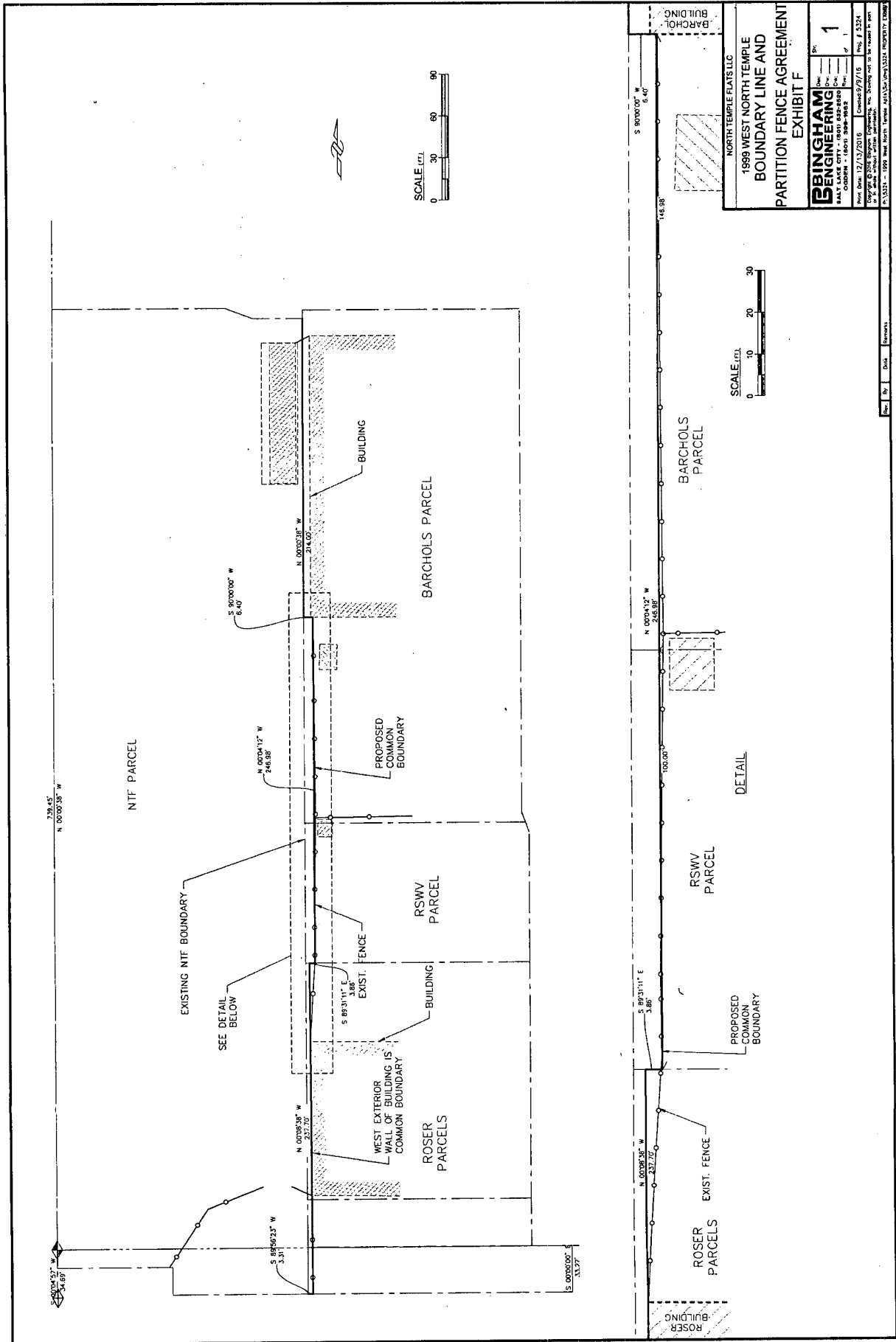
Date: 07/19/16  
 Drawn: J.T. BROWN  
 Project: 160716

SOUTHWEST CORNER OF SECTION 34, T1N, R1W (MONUMENT CALLED FOR IN PLAT FILED FOR REC. 11/10/1998) IS TO BE LOCATED AT THE POINT OF BEGINNING OF SECTION 34, (NOT FOUND)

MONUMENT CALLED FOR IN PLAT FILED FOR REC. 11/10/1998 (NOT FOUND) IS TO BE LOCATED AT THE POINT OF BEGINNING OF SECTION 34, (NOT FOUND)

DATE: 07/19/16  
 DRAWN: J.T. BROWN  
 PROJECT: 160716

**EXHIBIT "F"**  
(Common Boundary Line)



NORTH TEMPLE FLATS LLC  
 1889 WEST NORTH TEMPLE  
 BOUNDARY LINE AND  
 PARTITION FENCE AGREEMENT  
 EXHIBIT F

**BINGHAM ENGINEERING**

PAUL LAYNE CITY - (801) 532-2830  
 GORDON - (801) 538-3852

Print Date: 12/13/2016  
 Drawing No.: 1889-1889-001  
 Project No.: 1889-1889-001

Sheet 1 of 1

Page 7 of 2324