

13189766
2/7/2020 4:17:00 PM \$40.00
Book - 10894 Pg - 2650-2660
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 11 P.

WHEN RECORDED MAIL TO:

Midvale Creekview Holdings, LLC
5670 Wilshire Boulevard, Suite 1250
Los Angeles, California 90036
Attn.: Steven Usdan

Tax Parcel Nos:
22-29-130-008, 22-29-130-009
22-29-130-013, 22-29-130-003

119952 - ETF

(Space above for Recorder's Use Only)

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT (this "Agreement") is made and entered into this 29th day of January, 2020, by and between MIDVALE CREEKVIEW HOLDINGS, LLC, a Delaware limited liability company ("Owner 1"), and ARLEN J. JOHNSON II, as Successor Trustee, under the Arlen J. Johnson and Eva Corene Johnson Living Trust, dated November 12, 1999 ("Owner 2"), whose address is 920 East North Union Avenue, Midvale, Utah 84047. Owner 1 and Owner 2 are sometimes referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS

- A. Owner 1 is the owner of that certain property located in Salt Lake County, State of Utah described on Exhibit A attached hereto (the "Owner 1 Property");
- B. Owner 2 is the owner of that certain property located in Salt Lake County, State of Utah described on Exhibit B attached hereto (the "Owner 2 Property"). The Owner 2 Property is adjacent to the Owner 1 Property;
- C. On October 11, 2018 a Record of Survey was prepared by Dennis K. Withers, of McNeil Engineering, a Professional Land Surveyor, holding License No.: 6135190, in accordance with Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Act, and said Record of Survey was filed with the Salt Lake County Surveyors Office as File No.: S2019-10-0710, in accordance with Section 17-23-17 (the "Record of Survey");
- D. Conflicts exist with the occupation of the parcel and the record lines with respect to the Owner 1 Property and Owner 2 Property, as disclosed by the Record of Survey; and
- E. The Parties desire to establish a definitive boundary line between their respective parcels by entering into this Agreement.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, and for the purpose of permanently establishing the common legal and physical boundary line between the parcels described herein, the Parties hereby agree as follows.

1. **New Boundary Line.** Owner 1 and Owner 2 agree that the boundary line between the Owner 1 Property and the Owner 2 Property is and shall be the lines described in Exhibit C attached hereto (the "New Boundary Line").
2. **Quitclaim.** Owner 1 does hereby remise, release and Quit-Claim unto Owner 2 all right, title, interest, and estate in the real property lying easterly of **course (1)**, northerly of **course (2)**, and westerly of **courses (3 & 4)** of the New Boundary Line; Owner 2 does hereby remise, release and Quit-Claim unto Owner 1 all right, title, interest, and estate in the real property lying westerly of **course (1)**, southerly of **course (2)**, and easterly of **courses (3 & 4)** of the New Boundary Line.
3. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Utah, without regard to conflict of laws principles.
4. **Recording.** This Agreement shall be recorded with the office of the Salt Lake County Recorder.
5. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
6. **Establishing Boundary.** The Parties agree that this Agreement determining and forever establishing a boundary line between the properties of the Parties hereto shall be binding on the heirs, successors, executors, administrators and person representatives of the parties.

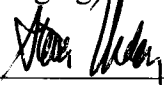
[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

OWNER 1:

MIDVALE CREEKVIEW HOLDINGS, LLC,
a Delaware limited liability company

By: CCA Acquisition Company, LLC,
a California limited liability company,
its managing member

By: 
Name: Steven Usdan
Its: Managing Member

STATE OF _____

COUNTY OF _____

On the _____ day of _____, 2020, personally appeared before me _____, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she, being authorized so to do, executed the foregoing instrument on behalf of _____ for the purposes therein contained.

Notary Public

**SEE ATTACHED
CA CERTIFICATE**

CALIFORNIA ACKNOWLEDGMENT

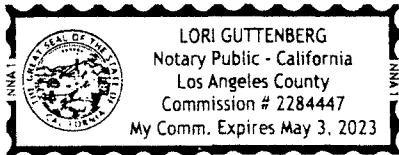
CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles

On February 3, 2020 before me, Lori Guttenberg, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Steven Usdan
Name of Signer

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Lori Guttenberg
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.


Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

OWNER 2:


Arlen J. Johnson II, Successor Trustee

STATE OF UTAH

COUNTY OF SALT LAKE

On the 29th day of January, 2020, personally appeared before me Arlen J. Johnson II, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she, being authorized so to do, executed the foregoing instrument as trustee of the Arlen J. Johnson and Eva Corene Johnson Living Trust, dated November 12, 1999 for the purposes therein contained.



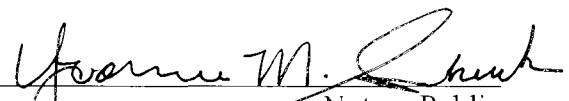

Notary Public

EXHIBIT A

(Legal Description of Owner 1 Property)

PARCEL 1:

COMMENCING 27.4 RODS EAST AND 89.4 RODS SOUTH AND SOUTH 66° EAST 3 RODS FROM THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 66° EAST 45.64 FEET, MORE OR LESS; THENCE NORTH 16.2 RODS; THENCE WEST 31.6 FEET, MORE OR LESS TO A POINT DUE NORTH FROM BEGINNING, THENCE SOUTH 1° WEST TO BEGINNING.

LESS AND EXCEPTING THAT PORTION WHICH LIES WITHIN SOUTH UNION AVENUE.

PARCEL 2:

COMMENCING 27.4 RODS EAST AND 73.4 RODS SOUTH FROM THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 16 RODS; THENCE SOUTH 66° EAST 3 RODS; THENCE NORTH 1° EAST TO A POINT DUE EAST OF BEGINNING; THENCE WEST TO BEGINNING.

LESS AND EXCEPTING THAT PORTION LYING WITHIN SOUTH UNION AVENUE.

PARCEL 3:

COMMENCING 20.8 RODS EAST AND 73.4 RODS SOUTH FROM THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE EAST 6.6 RODS; THENCE SOUTH 16.2 RODS; THENCE NORTH 66° WEST 7 RODS; THENCE NORTH 14 RODS TO THE PLACE OF BEGINNING.

LESS AND EXCEPTING THEREFROM THAT PORTION OF SUBJECT PROPERTY AS DISCLOSED BY THAT CERTAIN WARRANTY DEED RECORDED JUNE 12, 1972 AS ENTRY NO. 2462515 IN BOOK 3085 AT PAGE 343, BEING DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE FOR A HIGHWAY KNOWN AS PROJECT NO. 149, BEING PART OF AN ENTIRE TRACT OF PROPERTY IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID ENTIRE TRACT AT A POINT 20.00 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE CENTER LINE OF SAID PROJECT AT ENGINEER STATION 82+31.25, SAID POINT ALSO BEING

343.20 FEET EAST AND 1211.10 FEET SOUTH FROM THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE EAST 73.00 FEET ALONG THE NORTH BOUNDARY OF SAID ENTIRE TRACT; THENCE SOUTH 0°04'40" WEST 263.38 FEET PARALLEL TO THE WEST BOUNDARY OF SAID ENTIRE TRACT TO THE SOUTHERLY BOUNDARY OF SAID ENTIRE TRACT; THENCE NORTH 66°00' WEST 79.86 FEET ALONG SAID SOUTHERLY BOUNDARY TO THE SOUTHWEST CORNER OF SAID ENTIRE TRACT; THENCE NORTH 0°04'40" EAST 231.0 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THAT PORTION LYING WITHIN SOUTH UNION AVENUE AND 900 EAST STREET.

PARCEL 4:

BEGINNING AT A POINT ON THE NORTH LINE OF SOUTH UNION AVE. WHICH IS SOUTH 1502.38 FEET AND WEST 745.19 FEET FROM THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ALSO SOUTH 66°14'47" EAST 224.84 FEET AND NORTH 6°30'39" EAST 34.55 FEET FROM THE MONUMENT IN THE INTERSECTION OF NINTH EAST STREET AND SOUTH UNION AVE., AND RUNNING THENCE NORTH 66°14'47" WEST 45.86 FEET ALONG SAID NORTH LINE OF SOUTH UNION AVE. TO THE WEST DEED LINE OF THE SCHINDLER PROPERTY AS DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED RECORDED MARCH 14, 1980 AS ENTRY NO. 3410957 IN BOOK 5067 AT PAGE 65 OF OFFICIAL RECORDS; THENCE NORTH 1°00' EAST 170.59 FEET TO AN OLD WIRE FENCE LINE; THENCE SOUTH 81°00' EAST 60.24 FEET TO A 6 FOOT CHAIN LINK FENCE; THENCE SOUTH 6°30'39" WEST 180.79 FEET ALONG SAID FENCE LINE TO THE POINT OF BEGINNING.

PARCEL 5

BEGINNING AT A POINT SOUTH 55°18' EAST 2562.4 FEET FROM THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 42°32' WEST 125.4 FEET; THENCE NORTH 72°16' WEST 98.6 FEET; THENCE NORTH 11° EAST 115.5 FEET; THENCE SOUTH 73° EAST 150.2 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THAT PORTION CONVEYED TO SALT LAKE COUNTY A BODY POLITIC AND CORPORATE BE THAT CERTAIN WARRANTY DEED RECORDED FEBRUARY 28, 1984 AS ENTRY NO. 3909828 IN BOOK 5534 AT PAGE 1679 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE PROPOSED NORTHERLY RIGHT-OF-WAY LINE OF SOUTH UNION AVENUE, SAID POINT BEING SOUTH 42°32' WEST 119.0 FEET FROM AN OLD ESTABLISHED FENCE CORNER WHICH FENCE CORNER IS SOUTH 1464.77 FEET AND WEST 524.00 FEET FROM THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 42°32' WEST 6.40 FEET; THENCE NORTH 72°16' WEST

80.58 FEET; THENCE NORTH 9°50'54" EAST 10.81 FEET TO SAID PROPOSED NORTHERLY RIGHT-OF-WAY LINE OF SOUTH UNION AVENUE; THENCE SOUTH 66°14'47" EAST ALONG SAID PROPOSED NORTHERLY LINE 24.59 FEET; THENCE SOUTH 70°03'40" EAST ALONG SAID PROPOSED NORTHERLY LINE 60.34 FEET TO THE POINT OF BEGINNING.

PARCEL 6

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF NORTH UNION AVENUE, SAID POINT BEGIN SOUTH 1156.45 FEET AND WEST 510.59 FEET FROM THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 18°00'46" WEST 133.00 FEET; THENCE NORTH 71°59'14" WEST 87.50 FEET; THENCE SOUTH 09°50'54" WEST 122.62 FEET; THENCE NORTH 80°09'06" WEST 74.57 FEET; THENCE NORTH 6°30'39" EAST 55.02 FEET; THENCE NORTH 81°00' WEST 17.61 FEET, MORE OR LESS, TO THE WEST LINE OF GRANTOR'S PROPERTY, BEING THE EAST LINE OF DINKELMAN PROPERTY; THENCE NORTH 11°48' EAST ALONG COMMON BOUNDARY OF GRANTOR'S AND DINKELMAN PROPERTY 215.48 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID NORTH UNION AVENUE; THENCE SOUTH 71°59'14" EAST ALONG SAID LINE 198.99 FEET TO THE POINT OF BEGINNING.

PARCEL 7

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF NORTH UNION AVENUE, SAID POINT BEING SOUTH 1156.45 FEET AND WEST 510.59 FEET FROM THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 71°59'14" EAST ALONG SAID RIGHT OF WAY LINE 190.81 FEET TO A POINT ON A 550.96 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 64°46'30" WEST FROM SAID POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 166.44 FEET TO A POINT OF TANGENCY; THENCE SOUTH 42°32' EAST 84.90 FEET; THENCE NORTH 71°59'14" WEST 75.13 FEET; THENCE NORTH 18°00'46" EAST 133.00 FEET TO THE POINT OF BEGINNING.

PARCEL 8

BEGINNING AT A POINT PERPENDICULAR TO AND 40.00 FEET NORTHERLY FROM THE CENTERLINE OF SOUTH UNION AVENUE, SAID POINT ALSO BEING SOUTH 1521.98 FEET AND WEST 683.68 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 66°14'47" WEST PARALLEL TO THE NORTHERLY RIGHT OF WAY LINE OF SAID SOUTH UNION AVENUE 66.31 FEET; THENCE NORTH 06°30'39" EAST ALONG A FENCE LINE 312.19 FEET; THENCE SOUTH 71°59'14" EAST 162.63 FEET; THENCE SOUTH 42°32' WEST 84.90 FEET; THENCE SOUTH 47°28' EAST 75.00 FEET; THENCE SOUTH 42°32' WEST 61.53 FEET; THENCE NORTH 72°19'55"

WEST ALONG A FENCE LINE 148.92 FEET; THENCE SOUTH 09°50'54" WEST ALONG
A FENCE LINE 103.94 FEET TO THE POINT OF BEGINNING

Tax ID.: 22-29-130-007, 22-29-130-008, 22-29-130-009, 22-29-130-011, 22-29-130-013, 22-29-
130-017, & 22-29-130-019

EXHIBIT B

(Legal Description of Owner 2 Property)

Beginning at a point in the center of Union Avenue, which point is 1023.0 feet south and 778.8 feet West from the Northeast corner of the Northwest quarter of Section 29, Township 2 South, Range 1 East, Salt Lake and Base Meridian, and running thence South 73° East 101.8 feet along the centerline of street; thence South 11°48' West 252.5 feet; thence North 81° West 53.7 feet; thence North 1° East 269.1 feet, more or less to the point of beginning.

Tax ID.: 22-29-130-003

EXHIBIT C

(Legal Description of New Boundary Line)

Common boundary lines situate within the Northwest Quarter of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian, located in Midvale City, County of Salt Lake, State of Utah and being more particularly described as follows:

Beginning at a point South $66^{\circ}14'47''$ East, along the centerline of South Union Avenue, a distance of 170.12 feet and North $1^{\circ}00'00''$ East, a distance of 296.95 feet, from the Salt Lake County brass cap monument at the intersection of 900 East Street and South Union Avenue. (*Basis of Bearing being South $69^{\circ}34'15''$ East, along the South Union Avenue monument line, between monuments found at 900 and 1000 East Streets*) said point also being South $0^{\circ}04'43''$ West, along the section line, a distance of 1209.64 feet and South $89^{\circ}55'17''$ East, perpendicular to said section line, a distance of 1861.40 feet, from the Northwest Corner of said Section 29; and running thence along said common boundary lines the following four **(4) courses**: **(1)** South $1^{\circ}00'00''$ West, along the west line and the extension thereof of that certain tract of land described in Entry No.: 5477935, a distance of 87.21 feet; **(2)** South $81^{\circ}31'53''$ East, a distance of 53.47 feet; **(3)** North $18^{\circ}00'46''$ East, a distance of 6.83 feet, to the southeast corner of said tract; **(4)** North $10^{\circ}53'16''$ East, along the east line of said tract and line retraced per said Record of Survey S2004-12-1151, a distance of 215.28 feet, to a point in the southerly line of North Union Avenue and a point of termination for this description, said point being North $35^{\circ}59'11''$ East, a distance of 434.04 feet, from the aforesaid monument at the intersection of 900 East Street and South Union Avenue.