



W2931247

EH 2931247 PG 1 OF 9
LEANN H KILTS, WEBER COUNTY RECORDER
17-JUL-18 3:03 PM FEE \$28.00 DEP JKC
REC FOR: REEVE & ASSOC

WHEN RECORDED, MAIL TO:

Wadsworth Acquisitions, LLC
Attn: Roman Groesbeck
166 East 140000 South
Draper, Utah 84020

Tax Parcel Nos.: 07-777-0001; 07-777-0002

(Space Above for Recorder's Use)

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT (this "Agreement") is entered into as of the day 11th of July, 2018, by and between UINTAH SPRINGS BUSINESS PARK LLC, a Utah limited liability company, ("Uintah Springs"), as the owner of the Existing Lot 4 (as defined below), and Uintah Springs, as the owner of the Existing Lot 5 (as defined below).

RECITALS

A. Uintah Springs is the owner of the following real property located in Uintah, Weber County, Utah: (i) that certain parcel of land locally known as tax parcel 07-777-0001 (the "Existing Lot 4"), as more particularly described on Exhibit A attached hereto and incorporated herein by this reference; and (ii) that certain parcel of land locally known as tax parcel 07-777-0002 (the "Existing Lot 5" and together with Existing Lot 4, the "Existing Lots"), as more particularly described on Exhibit A.

B. Pursuant to Utah Code Ann. § 57-1-45, Uintah Springs, as the owner of the Existing Lots, desires to redefine the common boundary line between the Existing Lots without effectuating a subdivision or creating any new tax parcels.

C. Upon execution of this Agreement, the common boundary line between the Existing Lots will be adjusted as set forth herein.

TERMS AND CONDITIONS

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, Uintah Springs agrees as follows:

1. **Recitals.** The above Recitals are hereby incorporated by this reference.
2. **Reconfiguration of the Existing Parcels.** Uintah Springs hereby reconfigures the Existing Lots as follows:



W2931247

~~E# 2931247 PG 1 OF 9~~
~~LEANN H KILTS, WEBER COUNTY RECORDER~~
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B. Pursuant to Utah Code Ann. § 57-1-45, Uintah Springs, as the owner of the Existing Lots, desires to redefine the common boundary line between the Existing Lots without effectuating a subdivision or creating any new tax parcels.

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1. **Recitals.** The above Recitals are hereby incorporated by this reference.
2. **Reconfiguration of the Existing Parcels.** Uintah Springs hereby reconfigures the Existing Lots as follows:

(a) Existing Lot 4 is reconfigured to the legal description set forth on Exhibit B, attached hereto and incorporated by reference, described thereon as "**Parcel A**"; and

(b) Existing Lot 5 is reconfigured to the legal description set forth on Exhibit B, attached hereto and incorporated by reference, described thereon as "**Parcel B**".

Parcel A and Parcel B shall hereinafter be referred to individually as a "**New Parcel**" and collectively as the "**New Parcels**." The configuration of the New Parcels is depicted on Exhibit C attached hereto and incorporated by reference herein.

Uintah Springs, for itself, its heirs, successors and assigns hereby agrees to recognize and respect the above-described boundaries between the New Parcels.

3. **Conveyance.** Uintah Springs owns fee simple title to the New Parcels and hereby quitclaims to Uintah Springs any interest it has in the Existing Lots in consideration of the New Parcels.

4. **No Subdivision.** Uintah Springs acknowledges that the purpose of this Agreement is to adjust the common boundary lines between the Existing Lots and not to undertake a subdivision or the creation of additional tax parcels. Uintah Springs originally held title to two tax parcels and there remains two tax parcels subsequent to the adjustment of the boundaries provided herein. Furthermore, the Existing Lots and the New Parcels cover the same total area.

5. **Integration; Modification.** This Agreement (including all Exhibits attached hereto) contains the entire agreement of Uintah Springs with respect to the matters set forth herein. This Agreement may be modified or amended only by Uintah Springs, its successors and assigns.

6. **Duration; Rights Run With the Land; Binding Effect.** This Agreement shall be perpetual. Each of the agreements and rights contained in this Agreement shall: (i) inure to the benefit of and be binding upon Uintah Springs and its respective successors, successors-in-title, heirs and assigns; (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 encumbrances, lien, judgment, easement, lease or other right affecting, the New Parcels, or any portion of the New Parcels, or any change of use, demolition, reconstruction, expansion or other circumstances.

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

8. **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 provision shall be deemed invalid due to its scope or breadth, such condition, covenant or other

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provision shall be deemed valid to the extent of the scope and breadth permitted by law.

9. **Recording.** This Agreement shall be recorded with the Recorder's office of Weber County, State of Utah.

[Signature and Acknowledgment Follows]

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[Signature and Acknowledgment Follows]

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first above given.

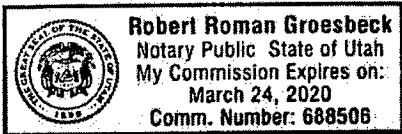
UINTAH SPRINGS:

UINTAH SPRINGS BUSINESS PARK
LLC, a Utah limited liability company

By: [Signature]
Name: KIM RINDLISBACHER
Its: Mgr.

STATE OF UTAH)
)ss
COUNTY OF SALT LAKE)

On the 11th day of July, 2018, before me, the undersigned, a notary public in and for said State, personally appeared Kim Rindlisbacher, 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, by 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.



[Signature]
Notary Public for the State of Utah

EXHIBIT A

(Legal Description of Existing Lots)

EXISTING LOT 4

ALL OF LOT 4, UINTAH SPRINGS BUSINESS PARK PHASE 2, UINTAH CITY, WEBER COUNTY, UTAH.

EXISTING LOT 5

ALL OF LOT 5, UINTAH SPRINGS BUSINESS PARK PHASE 2, UINTAH CITY, WEBER COUNTY, UTAH.

EXHIBIT A

(Legal Description of Existing Lots)

EXISTING LOT 4

ALL OF LOT 4, UINTAH SPRINGS BUSINESS PARK PHASE 2, UINTAH CITY, WEBER COUNTY, UTAH.

EXISTING LOT 5

ALL OF LOT 5, UINTAH SPRINGS BUSINESS PARK PHASE 2, UINTAH CITY, WEBER COUNTY, UTAH.

EXHIBIT B

(Legal Description of New Parcels)

PARCEL A

PART OF THE NORTHEAST AND SOUTHEAST QUARTERS OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 2500 EAST STREET, SAID POINT BEING N00°02'25"E 165.07 FEET AND S89°57'35"E 846.46 FEET FROM THE CENTER OF SAID SECTION 26; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, A DELTA ANGLE OF 89°59'57", A CHORD BEARING OF N60°00'00"E, A RADIAL BEARING OF S74°59'58"E, AND A CHORD LENGTH OF 21.21 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF 6600 SOUTH STREET; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) S75°00'00"E 153.73 FEET; AND (2) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 243.00 FEET, AN ARC LENGTH OF 131.66 FEET, A DELTA ANGLE OF 31°02'36", A CHORD BEARING OF N89°28'42"E, AND A CHORD LENGTH OF 130.06 FEET TO THE WESTERLY RIGHT OF WAY OF HIGHWAY 89; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE ALONG A REVERSE CURVE TURNING TO THE RIGHT WITH A RADIUS OF 428.18 FEET, AN ARC LENGTH OF 226.00 FEET, A DELTA ANGLE OF 30°14'31", A CHORD BEARING OF S02°56'03"W, A RADIAL BEARING OF S77°48'48"W, AND A CHORD LENGTH OF 223.39 FEET; THENCE N75°00'00"W 340.74 FEET TO THE EASTERLY RIGHT OF WAY LINE OF 2500 EAST STREET; THENCE N15°00'02"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 168.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 62,678 SQUARE FEET OR 1.439 ACRES MORE OR LESS

PARCEL B

PART OF THE NORTHEAST AND SOUTHEAST QUARTERS OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 2500 EAST STREET, SAID POINT BEING N00°02'25"E 165.07 FEET AND S89°57'35"E 846.46 FEET AND S15°00'02"W 168.65 FEET FROM THE CENTER OF SAID SECTION 26; THENCE S75°00'00"E 340.74 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HIGHWAY 89; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 427.69 FEET, AN ARC LENGTH OF 73.42 FEET, A DELTA ANGLE OF 09°50'08", A CHORD BEARING OF S22°57'35"W, A RADIAL BEARING OF

EXHIBIT B

(Legal Description of New Parcels)

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N71°57'29"W, AND A CHORD LENGTH OF 73.33 FEET; AND (2) S27°52'27"W 51.16 FEET TO THE NORTHEAST CORNER OF LOT 6, UINTAH SPRINGS BUSINESS PARK PHASE 2 (COMMERCIAL); THENCE N75°00'00"W ALONG THE NORTHERLY LINE OF SAID LOT 6, 319.19 FEET TO THE NORTHWEST CORNER OF SAID LOT 6 AND ALSO THE EASTERLY RIGHT OF WAY LINE OF 2500 EAST STREET; THENCE N15°00'02"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 122.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 40,656 SQUARE FEET OR 0.933 ACRES MORE OR LESS

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CONTAINING 40,656 SQUARE FEET OR 0.933 ACRES MORE OR LESS

~~E# 2931247 PG 0 OF 9~~

EXHIBIT C

(Depiction of New Parcels)

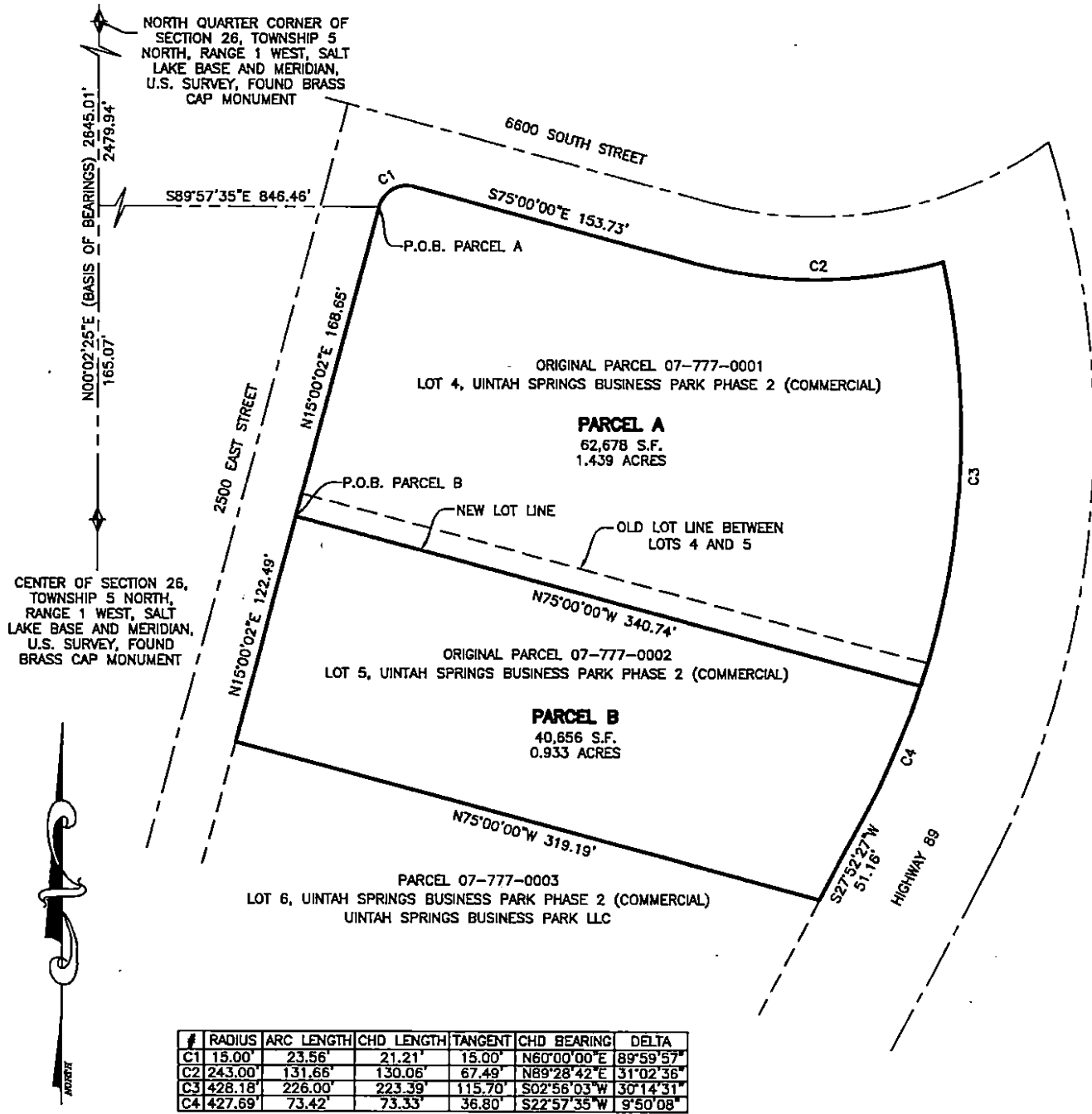
See attached.

EXHIBIT C

(Depiction of New Parcels)

See attached.

LOT ADJUSTMENT EXHIBIT



1"=80'



Reeve & Associates, Inc.

5160 S 1500 W, RIVERDALE, UTAH 84405
 TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve-assoc.com
 LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
 TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

Project Info.

Designer: N. ANDERSON
 Date: 05-23-18
 Name: UINTAH
 Number: 6255-24
 Scale: 1"=80'

EXHIBIT D

DESCRIPTION OF THE ADDITIONAL PROPERTY

A PARCEL OF LAND LOCATED IN WEBER COUNTY, UTAH AND SITUATED IN THE SOUTH HALF OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE, SOUTH 89°08'07" EAST, A DISTANCE OF 42.26 FEET, TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE, SOUTH 89°08'07" EAST, ALONG AN EXISTING ANCIENT WOOD POST AND BARB WIRE FENCE, A DISTANCE OF 1106.28 FEET TO THE WEST LINE OF STATE HIGHWAY 89 AND THE INTERSTATE 84 ON-RAMP; THENCE, ALONG SAID WEST LINE THE FOLLOWING (3) COURSES: (1) ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 428.26 FEET, THE CENTER OF WHICH BEARS NORTH 81°29'09" WEST; THROUGH A CENTRAL ANGLE OF 19°21'37", A DISTANCE OF 144.71 FEET (CHORD BEARS SOUTH 18°11'39" WEST, A DISTANCE OF 144.02 FEET); (2) SOUTH 27°52'27" WEST, A DISTANCE OF 444.72 FEET; (3) ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 428.26 FEET; THROUGH A CENTRAL ANGLE OF 03°18'42", A DISTANCE OF 24.75 FEET (CHORD BEARS SOUTH 29°31'48" WEST, A DISTANCE OF 24.75 FEET), TO THE DAVIS AND WEBER COUNTY LINE; THENCE, NORTH 72°32'00" WEST, ALONG SAID COUNTY LINE, A DISTANCE OF 14.22 FEET; THENCE, NORTH 74°32'00" WEST, ALONG SAID COUNTY LINE, A DISTANCE OF 902.64 FEET, TO THE NORTH-SOUTH CENTER QUARTER LINE; THENCE, NORTH 74°32'00" WEST, ALONG SAID COUNTY LINE, A DISTANCE OF 16.51 FEET; THENCE, NORTH 10°22'32" EAST, A DISTANCE OF 324.09 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF LAND LOCATED IN DAVIS COUNTY, UTAH IN THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN CONTAINING 20 ACRES MORE OR LESS.

LESS AND EXCEPTING THAT PORTION LYING NORTH OF THE DAVIS/WEBER COUNTY LINE.

LESS AND EXCEPTING THAT PORTION CONVEYED TO THE STATE ROAD COMMISSION OF UTAH IN THAT CERTAIN WARRANTY DEED RECORDED JUNE 17, 1964 AS ENTRY NUMBER 268779 IN BOOK 294 AT PAGE 641, OF OFFICIAL RECORDS.

EXHIBIT E

Projected Regular Assessments

[Attached]

Exhibit E

Storm Drain Assessment

Monthly Assessment Rate Per Square Foot Of Lot Size **\$0.000188**

Lot	Size In Acres	Lot Size In Square Feet	Monthly Assesement	Total Annual Assessment
4	1.341	58413.96	\$10.98	\$131.78
5	1.031	44910.36	\$8.44	\$101.32
6	0.965	42035.4	\$7.90	\$94.83
7	2.918	127108.08	\$23.90	\$286.76
8	2.839	123666.84	\$23.25	\$278.99
9	2.683	116871.48	\$21.97	\$263.66
				\$1,157.34

Septic Sewer System Assessment

Minimum Monthly Assessment Based On Maximum Usage Of 5,000 Gallons Per Month **\$15.00**

Monthly Assessment For Each Additional Usage Of 500 Gallons Over 5,000 **\$4.80**

Lot	Min. Monthly Assessment/Unit	Estimated Ave. Gallons Of Overage Per Month	Overage Assessment	Total Montly Assessment
4	\$15.00	6,000	\$57.60	\$72.60
5	\$15.00	4,500	\$43.20	\$58.20
6	\$15.00	2,000	\$19.20	\$34.20
7	\$75.00	1,500	\$14.40	\$89.40
8	\$75.00	1,500	\$14.40	\$89.40
9	\$75.00	1,500	\$14.40	\$89.40
				433.20

The Architectural Committee's approval of plans shall be evidenced only by the signature of the Architectural Committee upon the plans so approved or by other written instruments signed by the Architectural Committee. The Architectural Committee may approve or disapprove any submittal, or grant approval subject to specified conditions. The Architectural Committee shall within thirty (30) days of receipt of a complete set of plans deliver written notice to the party seeking the approval stating that the approval is granted; that approval is granted subject to conditions and specifying the conditions, which must be consistent with this Declaration; or that approval is denied and specifying the reasons for disapproval. Upon disapproval, the party seeking approval may then modify and resubmit the necessary documents for approval. If the Architectural Committee fails either to approve or disapprove submitted documents, whether an initial submittal or resubmittal, within such 30-day period, the Architectural Committee shall be conclusively deemed to have disapproved such documents.

Section 6.05 Installation of Landscaping. All landscaping for a Lot shall be installed, according to the approved plans, in connection with substantial completion of the Building on such Lot; provided, however, if substantial completion of the Building occurs between October 15th and March 15th, then within not more than six (6) months following such substantial completion.

Section 6.06 No Engineering Approval. Plans are not approved for engineering design, and by approving such plans neither the Architectural Committee, the members thereof, the Association, the Members, the Board nor Declarant assumes liability or responsibility therefor, or for any defect in any structure constructed from such plans.

Section 6.07 Waiver or Variance of Restrictions. To encourage good design, innovation and flexibility, the Architectural Committee may waive or grant a variance of any of the requirements or restrictions contained in this Article with respect to any Lot, if, in the sole judgment of the Architectural Committee, such waiver or variance would be consistent with the general intent and purposes of this Declaration and would not adversely affect any other Lot or the Property as a whole. Subject always to the provisions of the foregoing sentence, variances may be approved, among other reasons, to correct errors in surveying of lot lines or unintentional mislocation of improvements on a Lot, or where the application of any of the provisions of this Declaration to a particular Lot or any portion thereof would, by reason of unusual circumstances or surroundings, result in undue hardship. Any Owner desiring a waiver or variance shall submit a written request to the Architectural Committee and shall provide all other information and material reasonably requested by the Architectural Committee. A waiver or variance may be granted only with the consent of the Architectural Committee and must be evidenced by a written instrument signed by the Architectural Committee. If the Architectural Committee fails to approve or disapprove in writing any request for a waiver or variance within thirty (30) days after receiving all requested information relating to the waiver or variance, the requested waiver or variances shall be deemed denied.

ARTICLE VII

GENERAL CONSTRUCTION REQUIREMENTS

Section 7.01 Construction of Improvements on Each Lot. All work performed in the construction, maintenance, repair, replacement, alteration or expansion of any Improvement on a Lot shall be effected as expeditiously as possible and in such a manner as not to unreasonably interfere, obstruct or delay (a) access to or from any other Lot, or part thereof, through any Shared Access Areas or to or from any of the Common Facilities; (b) construction work being performed on any other Lot; or (c) the use, enjoyment or occupancy of any other Lot by any Owner, Occupant or Permittee of that Lot. Owners engaged in approved construction activities shall regularly clean the roadways and Shared Access Areas used by construction vehicles of mud, dirt and construction debris, and upon completion of all construction activities shall promptly restore the affected roadways and Shared Access Areas to a

to the general public or for any public use or purpose whatsoever, and any right to use an easement by an Owner, Occupant or Permittee shall end immediately when any of the foregoing ceases to have the right to use an easement.

Section 14.04 Easements Appurtenant. Each and all of the easements and rights granted or created herein are appurtenances to the affected portions of the Property and none of the easements and rights may be transferred, assigned or encumbered except as an appurtenance to such portions. For the purposes of such easements and rights, the particular areas of the Property which are benefitted by such easements shall constitute the dominate estate, and the particular areas of the Property which are burdened by such easements and rights shall constitute the servient estate.

ARTICLE XV **GENERAL PROVISIONS**

Section 15.01 Enforcement. Either the Association or any Owner shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration of any amendment hereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation; provided, however, that the Association shall have the exclusive right to enforce Assessment liens. The Association or any Member shall also have the right to enforce by proceedings at law or in equity the provisions of the Articles or Association Rules, and any amendments thereto. Failure by the Association, Declarant or by any Member to enforce any covenant, condition, or restriction herein contained, or the Articles, in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any such future breach of the same covenant, condition or restriction.

Section 15.02 Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 15.03 Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association or any Member, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for a successive period of ten (10) years, unless an instrument, signed by a majority of the then-current Members, has been recorded, at least one (1) year prior to the end of any such period agreeing to change said covenants, conditions and restrictions in whole or in part.

Section 15.04 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a commercial and office park and for the maintenance of the Property and the Common Facilities. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions or interpretation or construction.

Section 15.05 Amendments. Subject to the other provisions of this Declaration, this Declaration may be amended only by the affirmative vote of not less than fifty-five percent (55%) of the voting power of the Members, and, further, this amendment provision shall not be amended to allow amendments by the vote of less than fifty-five percent (55%) of the voting power of the Members. An amendment or modification shall be effective when executed by the President and Secretary of the Association who shall certify that the amendment or modification has been approved as hereinabove provided, and recorded in the official records of Weber County, Utah. Notwithstanding the foregoing, or