

PLEASE TO:
Rocky Mountain Power
Lisa Louder /Mailia
1407 WN Temple Suite 110
Salt Lake City Utah 84116

BOUNDARY LINE AGREEMENT AND QUIT CLAIM DEED

THIS BOUNDARY LINE AGREEMENT AND QUIT CLAIM DEED (the "Agreement"), made effective this 17 day of July 20, by and between the **PACIFICORP**, successor in interest to Utah Power and Light Company, whose address is 1407 W. North Temple Salt Lake City, Utah 84116 (hereinafter referred to as "PACIFICORP"); and **Covent Garden Holdings LLC and/or assignee**, a Utah Company, whose address is 118 East 12675 South Draper Utah, 84020 (hereinafter referred to as "CG"); for the purpose of establishing a legal boundary line between the parties' adjoining parcels of land.

RECITALS

A. The parties own adjacent parcels of land located in Salt Lake County, State of Utah. PACIFICORP's property is located to the east of CG's property; and CG's property is located to the west of PACIFICORP's property.

B. The parties acknowledge and agree that their deeded legal boundary lines which divide their respective properties do not correspond with: (a) the other party's respective deeded legal boundary line; and (b) the present use and possession of the land by each of the parties.

C. To reconcile these discrepancies, the parties desire to enter into this Agreement to establish a common boundary line between their adjoining parcels of land, which shall be the true and correct boundary and division line.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are deemed contractual, the mutual covenants contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are acknowledged, the parties hereby agree as follows:

1. The parties hereby acknowledge the discrepancies in the deeded legal boundary line and the need to designate a mutually agreeable legal boundary and division line between PACIFICORP's property and CG's property.
2. PACIFICORP, on behalf of itself and its respective heirs, successors, and assigns, hereby REMISES, RELEASES, and QUIT-CLAIMS to CG all of PACIFICORP's right, title, and interest in and to all of the property lying within the boundaries of CG's property described in Exhibit "A" attached hereto.
3. CG, on behalf of itself and its respective heirs, successors, and assigns, hereby REMISES, RELEASES, and QUIT-CLAIMS to PACIFICORP all of CG's right, title, and interest in and to all of the property lying within the boundaries of PACIFICORP's property described in Exhibit "B" attached hereto.
4. The boundary description of PACIFICORP has been surveyed by Scott W. Derby of Wilding Engineering, Licensed Surveyor, Certificate No. 186126.
5. The boundary description of CG has been surveyed by David B. Johnson of Johnson Engineering, Inc., Licensed Surveyor, Certificate No. 5338869.
6. The terms of this Agreement shall apply to and be binding upon the parties hereto, and their respective heirs, successors, and assigns.

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08/06/2020 01:28 PM \$40.00
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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
ROCKY MOUNTAIN POWER
ATTN: LISA LOUDER
1407 W NORTH TEMPLE STE 110
SLC UT 84116-3171
BY: TCA, DEPUTY - W & P.

7. The rights and remedies of any of the parties hereto shall not be exclusive. In general, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other party for a breach or threatened breach of any provision hereof, it being the intention of this paragraph to make clear the agreement of the parties that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.
8. In the event that any party fails to carry out its obligations hereunder, the party in default shall pay all costs and expenses, including attorney's fees (including any incurred in connection with any appeal), incurred by the other parties in enforcing its rights or in obtaining redress for the breach, whether by filing suit or otherwise.
9. This Agreement is governed by the laws of the State of Utah in all respects, and the parties hereto consent to jurisdiction and venue in the courts of Salt Lake County, State of Utah to the fullest extent permitted by law, each of the parties hereto 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. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.
10. The singular number includes the plural whenever the context so indicates. The neuter gender includes the feminine and the masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, limited liability company, partnership, trust, or other legal entity when the context so requires.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the date and year first above written.

"PACIFICORP"

"CG"

PACIFICORP, successor in interest to
UTAH POWER AND LIGHT COMPANY

Covent Garden Holdings LLC and/or
assignee



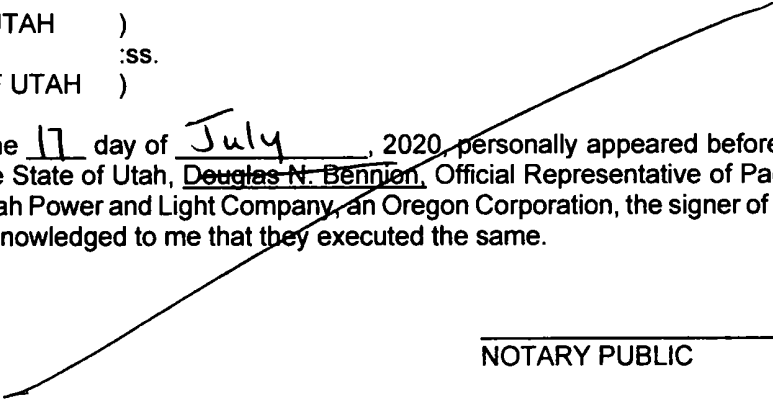
~~DOUGLAS N. BENNION~~
Vice President Engineering & Asset Mgmt.
TID Operations

 *manager*

Shivam Shah, Manager

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

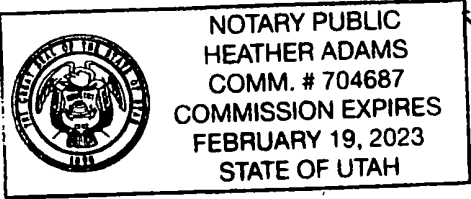
On the 17 day of July, 2020, personally appeared before me, a Notary Public in and for the State of Utah, ~~Douglas N. Bennion~~, Official Representative of PacifiCorp, successor in interest to Utah Power and Light Company, an Oregon Corporation, the signer of the above instrument, who duly acknowledged to me that they executed the same.



NOTARY PUBLIC

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the 15 day of JUN, 2020, personally appeared before me, a Notary Public in and for the State of Utah, Shivam Shah, Manager and Official Representative of Covent Garden Holdings, LLC, the signer of the above instrument, who duly acknowledged to me that they executed the same.

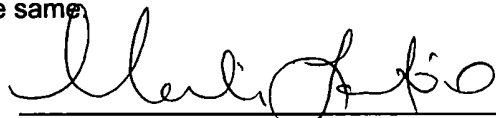




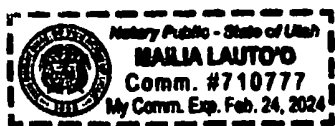
NOTARY PUBLIC

STATE OF UTAH)
 :SS.
COUNTY OF UTAH) Salt Lake

On the 17 day of July, 2020, personally appeared before me, a Notary Public in and for the State of Utah, Curtis Mansfield, Official Representative of PacifiCorp, successor in interest to Utah Power and Light Company, an Oregon Corporation, the signer of the above instrument, who duly acknowledged to me that they executed the same.



NOTARY PUBLIC



STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the ___ day of _____, 2020, personally appeared before me, a Notary Public in and for the State of Utah, Raul Chavez, Manager and Official Representative of Chavez Investments, LLC, the signer of the above instrument, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC

EXHIBIT "A"

CG PROPERTY DESCRIPTION

THE FOLLOWING PARCEL OF PROPERTY LOCATED IN SALT LAKE COUNTY, STATE OF UTAH:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST CORNER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH 89°36'28" WEST A DISTANCE OF 1,327.08 FEET ALONG THE SECTION LINE TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE LEAVING SAID SECTION LINE TO AND ALONG THE WEST LINE OF SAID NORTHEAST QUARTER SOUTH 00°36'49" EAST A DISTANCE OF 277.89 FEET; THENCE LEAVING SAID WEST LINE SOUTH 89°51'53" EAST A DISTANCE OF 14.72 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 11, AND RUNNING THENCE SOUTH 01°50'33" EAST A DISTANCE OF 343.46 FEET TO THE SAID WEST LINE; THENCE ALONG SAID WEST LINE SOUTH 00°36'49" WEST A DISTANCE OF 691.66 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE SOUTH 89°46'00" WEST ALONG SAID SOUTH LINE A DISTANCE OF 189.41 FEET; THENCE LEAVING SAID SOUTH LINE NORTH 00°05'10" EAST A DISTANCE OF 1,034.41 FEET; THENCE NORTH 89°36'28" EAST A DISTANCE 184.22 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO THE FOLLOWING DESCRIBED RIGHT-OF-WAY OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED TRACT OF LAND, WHICH RIGHT-OF-WAY SHALL INURE TO THE BENEFIT OF THE LAND BORDERING ON THE WEST; TO-WIT:

COMMENCING AT A POINT WHICH IS SOUTH 89°36'28" WEST 1,451.75 FEET FROM THE EAST QUARTER CORNER OF SECTION 11; TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89°36'28" WEST A DISTANCE OF 50.00 FEET; THENCE SOUTH 0°05'10" WEST A DISTANCE OF 277.89 FEET, MORE OR LESS TO THE NORTH BOUNDARY OF THE ABOVE-DESCRIBED TRACT; THENCE SOUTH 89°36'28" WEST A DISTANCE OF 77.25 FEET; THENCE SOUTH 0°05'10" WEST A DISTANCE OF 575.27 FEET; THENCE SOUTH 89°36'28" WEST A DISTANCE OF 1,063.12 FEET; THENCE SOUTH 0°59'54" WEST A DISTANCE OF 50.01 FEET; THENCE NORTH 89°36'28" EAST A DISTANCE OF 1113.93 FEET; THENCE NORTH 0°05'10" EAST A DISTANCE OF 575.27 FEET; THENCE NORTH 89°36'28" EAST A DISTANCE OF 77.25 FEET; THENCE NORTH 0°05'10" EAST A DISTANCE OF 327.89 FEET TO THE POINT OF BEGINNING.

CONTAINS 4.5542 ACRES (198,381.99 SQUARE FEET) MORE OR LESS.

EXHIBIT "B"

PACIFICORP BOUNDARY DESCRIPTION

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING SOUTH 89°52'48" WEST ALONG THE SECTION LINE, 1327.08 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 11, AND RUNNING THENCE NORTH 89°52'48" EAST ALONG THE SECTION LINE, 157.51 FEET; THENCE SOUTH 01°31'38" EAST 1313.61 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11, THENCE NORTH 89°57'39" WEST ALONG SAID SOUTH LINE, 212.82 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11, THENCE NORTH 00°53'09" EAST ALONG SAID WEST LINE, 691 .67 FEET; THENCE NORTH 01°34'13" WEST 343.46 FEET; THENCE SOUTH 89°35'33" EAST 14.72 FEET TO SAID WEST LINE; THENCE NORTH 00°53'09" EAST ALONG SAID WEST LINE, 277.89 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11 AND THE POINT OF BEGINNING.

CONTAINS 5.64 ACRES.