



\*W2220790\*

**When Recorded Return to:**  
NS Mountainwest #8, LLC  
c/o NovaSource Management, Inc.  
2180 South 1300 East, Suite 410  
Salt Lake City, Utah 84109

EN 2220790 PG 1 OF 11  
DOUG CROFTS, WEBER COUNTY RECORDER  
08-NOV-06 2:31 PM FEE \$31.00 DEP SGC  
REC FOR: NS MOUNTAINWEST #8 LLC

Space Above this Line for Recorder's Use Only

## **Boundary Line Agreement (Corrected)**

(This Agreement is being re-executed and re-recorded in order to correct a typographical error in the legal description of that certain Boundary Line Agreement dated the 17<sup>th</sup> day of October, 2006 and recorded on October 18, 2006 as Entry No. 2215760 in the official records of Weber County, Utah)

This Agreement, made and entered into to be effective as of the 17th day of October, 2006, by and between NS Mountainwest #8, LLC, a Utah limited liability company (hereinafter referred to as "NovaSource") and Michael Dismuke Ventures, LLC, (hereinafter referred to as "Dismuke"), for the purpose of fixing and determining the boundary and division line between adjoining parcels of land owned by said parties.

WHEREAS, NovaSource is in possession of and owns real property described in Exhibit "A" attached hereto (referred to hereinafter as the "NovaSource Property");

WHEREAS, Dismuke is in possession of and owns real property described in Exhibit "B" attached hereto (referred to hereinafter as the "Dismuke Property");

WHEREAS, certain improvements which are principally located on the NovaSource Property encroach in some measure on the Dismuke Property; and

WHEREAS, NovaSource and Dismuke desire to cure this encroachment by an adjustment of the boundaries between the Dismuke Property and the NovaSource Property, with Dismuke hereby conveying to NovaSource a portion of the Dismuke Property as described in Exhibit "C" and depicted on Exhibit "C-1", attached hereto (the "Adjustment Parcel"), which Adjustment Parcel subsequent to the execution of this Agreement shall for all intents and purposes be deemed a part of the NovaSource Property and not a new or separate parcel;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Pursuant to the foregoing stipulations and for the value received, the receipt of which is acknowledged, Dismuke hereby remises, releases and forever CONVEYS AND

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WARRANTS to NovaSource the Adjustment Parcel, subject only to existing easements, covenants and restrictions of record.

2. The conveyance of land granted herein shall be conditioned upon NovaSource obtaining the written approval of the "land use authority" of the City of South Ogden, Utah, and causing an appropriately executed "notice of approval" to be recorded concurrently with the recording of this document in the Weber County, Utah Recorder's Office, as required by U.C.A. § 10-9a-608(7)(a-d).

3. Upon receipt of approval from the South Ogden City land use authority described in Section 2 above, NovaSource shall cause this Agreement to be recorded in the Weber County, Utah Recorder's Office and shall cause the Adjustment Parcel to become incorporated as a part of the NovaSource Parcel.

IN WITNESS WHEREOF, the parties have hereunto signed their names to this Agreement the day and year set forth above.

"Dismuke": Michael Dismuke Ventures, LLC, a Utah limited liability company

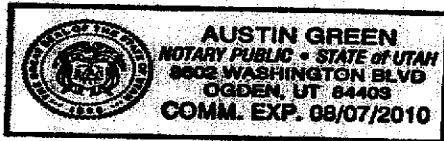
By: *Michael E Dismuke*  
Its: *owner/operator*

"NovaSource": NS Mountainwest #8, LLC, a Utah limited liability company

By: *Shane Dismuke*  
Its: *Resident*  
PRESIDENT OF NOVASOURCE MANAGEMENT, INC.  
MANAGER OF NS MOUNTAINWEST #8, LLC

COUNTY OF ~~Wasatch~~ Wasatch )  
:SS  
STATE OF UTAH )

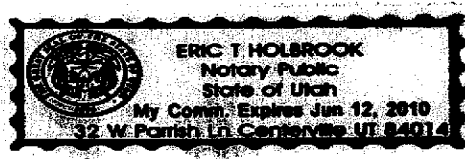
On this ~~24~~ <sup>8</sup> day of November, 2006, personally appeared before me, Michael Dismuke, who duly acknowledged to me that he is the OWNER of Michael Dismuke Ventures, LLC, the company which executed the foregoing document, and that he executed the above document on behalf of said company in conformance with the Articles of Organization and other governing documents of said company.



Michael Dismuke  
NOTARY PUBLIC

COUNTY OF ~~SALT LAKE~~ DAVIS )  
:SS  
STATE OF UTAH )

On this 7 day of November, 2006, personally appeared before me, Shane D. Smoot, the President of NovaSource Management, Inc., which corporation is the Manager of NS Moutnainwest #8, LLC, the company which executed the foregoing document, and who duly acknowledged to me that he executed the above document on behalf of said company in accordance with the Articles of Organization and other governing documents of said company.



E-T-H-A  
NOTARY PUBLIC

LEGAL DESCRIPTION  
**EXHIBIT A**

**NOVASOURCE PROPERTY**

All of Lot 4, CITY CENTER AT SOUTH OGDEN COMMERCIAL SUBDIVISION, South  
Ogden City, Weber County, Utah.

Tax Id No: 05:167:0002 *JS*

LEGAL DESCRIPTION  
**EXHIBIT B**

**DISMUKE PROPERTY**

All of Lot 5, CITY CENTER AT SOUTH OGDEN COMMERCIAL SUBDIVISION, South  
Ogden City, Weber County, Utah.

Tax Id No. 05:167:0003 *CS*

LEGAL DESCRIPTION  
**EXHIBIT C**

**ADJUSTMENT PARCEL**

Description of the Adjustment Parcel is as follows:

A portion of Lot 5, CITY CENTER AT SOUTH OGDEN COMMERCIAL SUBDIVISION,  
South Ogden City, Weber County, Utah.

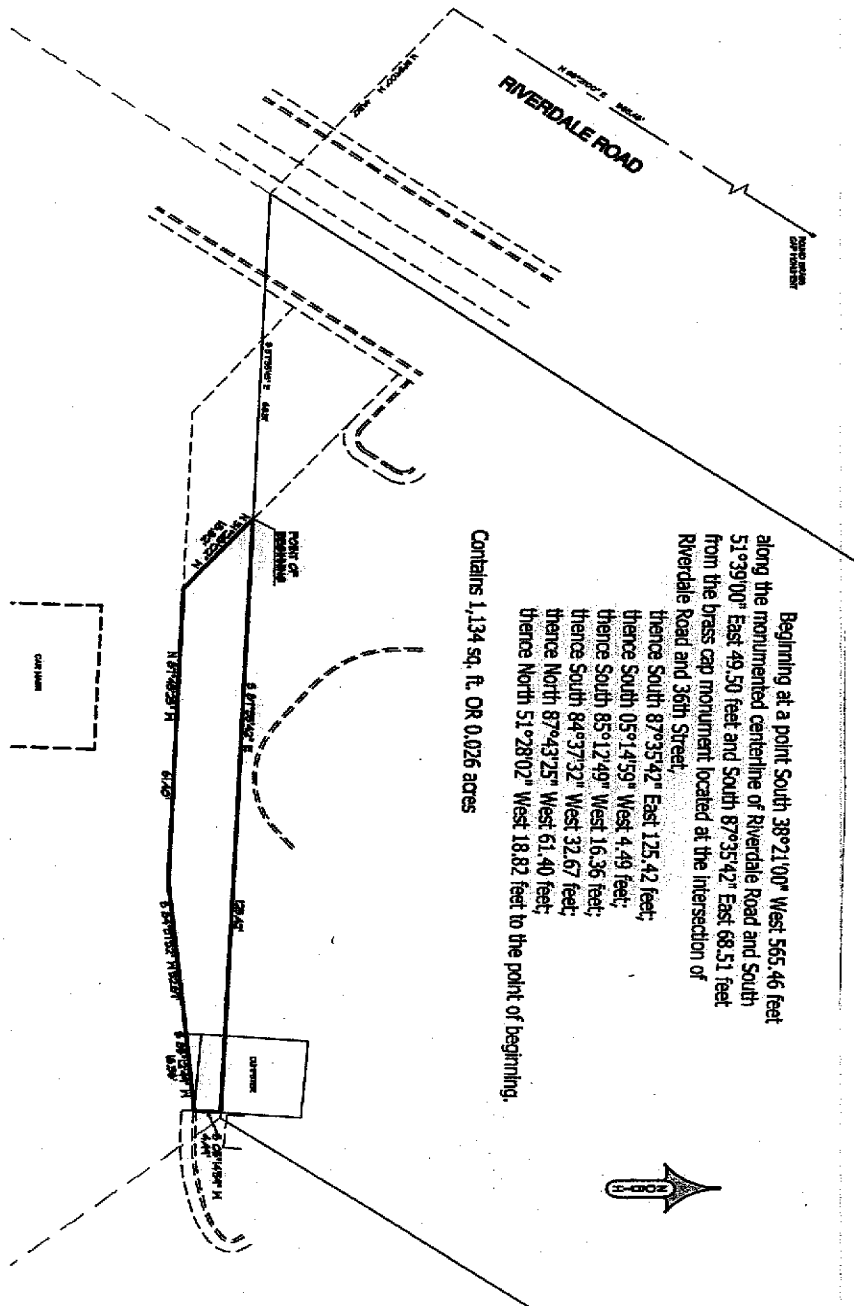
Beginning at a point South 38°21'00" West 565.46 feet along the monumented centerline of  
Riverdale Road and South 51°39'00" East 49.50 feet and South 87°35'42" East 68.51 feet from  
the brass cap monument located at the intersection of Riverdale Road and 36th Street,  
thence South 87°35'42" East 125.42 feet;  
thence South 05°14'59" West 4.49 feet;  
thence South 85°12'49" West 16.36 feet;  
thence South 84°37'32" West 32.67 feet;  
thence North 87°43'25" West 61.40 feet;  
thence North 51°28'02" West 18.82 feet to the point of beginning.

~~A portion of the parcel with Tax Id No. 05:167:0003~~

05-167-0002<sup>KL</sup> (15-167-0003)

05-167-0003 ABST. ONLY<sup>K1</sup>

# EXHIBIT "C-1"



Contains 1,134 sq. ft. OR 0.026 acres

Beginning at a point South 38°21'00" West 565.46 feet  
along the monumented centerline of Riverdale Road and South  
51°39'00" East 49.50 feet and South 87°35'42" East 68.51 feet  
from the brass cap monument located at the intersection of  
Riverdale Road and 36th Street,  
thence South 87°35'42" East 125.42 feet;  
thence South 05°14'59" West 4.49 feet;  
thence South 85°12'49" West 16.36 feet;  
thence South 84°37'32" West 32.67 feet;  
thence North 87°43'25" West 61.40 feet;  
thence North 51°28'02" West 18.82 feet to the point of beginning.

## Notice of Approval

This Notice of Approval dated as of the 18th day of October, 2006, is executed by and between NS Mountainwest #8, LLC, a Utah limited liability company (hereinafter referred to as "NovaSource"), Michael Dismuke Ventures, LLC, (hereinafter referred to as "Dismuke"), and the City of South Ogden, Utah (the "City") for the purpose of fixing and determining the boundary and division line between adjoining parcels of land owned by NovaSource and Dismuke and pertains to that certain Boundary Line Agreement dated the 17<sup>th</sup> day of October, 2006 (the "Boundary Line Agreement").

WHEREAS, NovaSource is in possession of and owns real property described in Exhibit "A" attached to the Boundary Line Agreement (referred to hereinafter as the "NovaSource Property");

WHEREAS, Dismuke is in possession of and owns real property described in Exhibit "B" to the Boundary Line Agreement (referred to hereinafter as the "Dismuke Property");

WHEREAS, certain improvements which are principally located on the NovaSource Property encroach in some measure on the Dismuke Property; and

WHEREAS, NovaSource and Dismuke desire to cure this encroachment by an adjustment of the boundaries between the Dismuke Property and the NovaSource Property, with Dismuke conveying to NovaSource a portion of the Dismuke Property as described in Exhibit "C" and depicted on Exhibit "C-1", attached to the Boundary Line Agreement (the "Adjustment Parcel"), which Adjustment Parcel subsequent to the execution of the Boundary Line Agreement shall for all intents and purposes be deemed to be removed from the Dismuke Property and become a part of the NovaSource Property and not a new or separate parcel;

WHEREAS, pursuant to Utah Code Annotated §10-9A-608(7) the approval of the land use authority for the municipality in which the properties are located is required in order to adjust the boundaries of previously subdivided parcels, which in this case would be the City of South Ogden, Utah. The Land Use Authority for the City of South Ogden, Utah, has reviewed and approved the application of NovaSource and Dismuke and is prepared to approve this exchange of title to the Adjustment Parcel as provided in the Boundary Line Agreement.

Based upon the foregoing, the parties hereto do hereby declare as follows:

1. Approval of the City: The City of South Ogden, Utah does hereby approve the transfer of the Adjustment Parcel from Dismuke to NovaSource as provided in the Boundary Line Agreement.
2. Recital of Legal Descriptions of Original Parcels. The legal description of the NovaSource Parcel prior to the recording of the Boundary Line Agreement is set forth on Exhibit "A" to the Boundary Line Agreement. The legal description of the Dismuke Property prior to the recording of the Boundary Line Agreement is set forth on Exhibit "B" to the Boundary Line Agreement.



3. Recital of Legal Descriptions of Parcels Created by the Exchange of Title. The legal description of the NovaSource Parcel subsequent to the recording of the Boundary Line Agreement shall be as set forth on Exhibit "A" to the Boundary Line Agreement together with the Adjustment Parcel as set forth on Exhibit "C" to the Boundary Line Agreement. The legal description of the Dismuke Property subsequent to the recording of the Boundary Line Agreement shall be as set forth on Exhibit "B" to the Boundary Line Agreement less and excepting therefrom the Adjustment Parcel as set forth on Exhibit "C" to the Boundary Line Agreement.

4. Recording of this Notice of Approval. Upon full execution, this Notice of Approval shall be attached to the Boundary Line Agreement, and NovaSource shall cause both documents to be recorded in the Weber County, Utah, Recorder's Office.

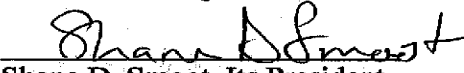
IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above stated.

"Dismuke": **Michael Dismuke Ventures, LLC, a Utah limited liability company**


By:   
Michael Dismuke, Its Manager

"NovaSource": **NS Mountainwest #8, LLC, a Utah limited liability company**

By: NovaSource Management, Inc., Its Manager

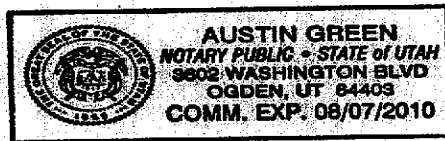
By:   
Shane D. Smoot, Its President

"City" **City of South Ogden, Utah, a municipal corporation**

By:   
Kenneth Jones, City Planner,  
Representing the Land Use Authority

COUNTY OF Weber )  
 :SS  
 STATE OF UTAH )

On this 8<sup>th</sup> day of November, 2006, personally appeared before me, Michael Dismuke, who duly acknowledged to me that he is the Manager of Michael Dismuke Ventures, LLC, the company which executed the foregoing document, and that he executed the above document on behalf of said company in conformance with the Articles of Organization and other governing documents of said company.

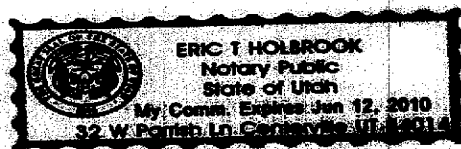


*Michael Dismuke*  
NOTARY PUBLIC

COUNTY OF ~~SALT LAKE~~ DAVIS )  
 :SS  
 STATE OF UTAH )

On this 7 day of November, 2006, personally appeared before me, Shane D. Smoot, the President of NovaSource Management, Inc., which corporation is the Manager of NS Mountainwest #8, LLC, the company which executed the foregoing document, and who duly acknowledged to me that he executed the above document on behalf of said company in accordance with the Articles of Organization and other governing documents of said company.

*E. T. A.*  
NOTARY PUBLIC



COUNTY OF WEBER

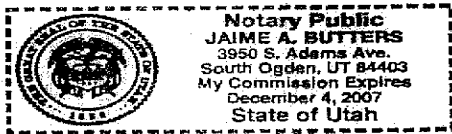
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STATE OF UTAH

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On this 8 day of November, 2006, personally appeared before me, Kenneth Jones, the City Planner of The City of South Ogden, Utah, which municipality executed the foregoing document, and who duly acknowledged to me that he executed the above document on behalf of said municipality.



*Jaime A. Butters*  
\_\_\_\_\_  
NOTARY PUBLIC