

Covent Gardens
118 East 12675 South
Draper, UT 84020

13443686
10/29/2020 11:50:00 AM \$40.00
Book - 11049 Pg - 6858-6870
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 13 P.

BOUNDARY LINE AGREEMENT AND QUIT CLAIM DEED

THIS BOUNDARY LINE AGREEMENT AND QUIT CLAIM DEED (the "Agreement"), made effective this 26 day of October 2020 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 with **John S. Burchett and Amy Burchett**, husband and wife (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:

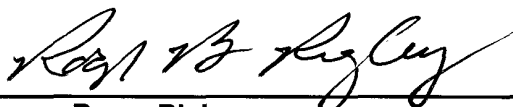
1. The parties hereby acknowledge the discrepancies in the deeded legal boundary line and the need to designate a mutually agreeable legal boundary and division line between PACIFICORP's property and CG's property.
2. PACIFICORP, on behalf of itself and its respective heirs, successors, and assigns, 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 common boundary between the two properties is described in Exhibit "C".
5. The boundary description of PACIFICORP has been surveyed and recorded as record of survey number S2010-04-0177 with the Salt Lake county Surveyor by Scott W. Derby of Wilding Engineering, Licensed Surveyor, Certificate No. 186126.
6. The boundary description of CG has been surveyed and recorded as record of survey number S2020-10-0726 with the Salt Lake County Surveyor by David B. Johnson of Johnson Engineering, Inc., Licensed Surveyor, Certificate No. 5338869.

7. The terms of this Agreement shall apply to and be binding upon the parties hereto, and their respective heirs, successors, and assigns.
8. 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.
9. 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.
10. 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.
11. 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"

**PACIFICORP, successor in interest to
UTAH POWER AND LIGHT COMPANY**



**Name: Roger Rigby
Title: Director, Real Estate Transactions**

"CG"

**Covent Garden Holdings LLC and/or
assignee**

Shivam Shah, Manager

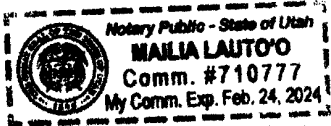
John S. Burchett

Amy Burchett

SIGNED IN COUNTERPART

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

On the 23 day of October, 2020, personally appeared before me, a Notary Public in and for the State of Utah, Roger Rigby, 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.



MAILIA LAUTO'O
710777

[Handwritten Signature]
NOTARY PUBLIC

STATE OF UTAH)
 :ss.
COUNTY OF _____)

On the ___ day of _____, 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 _____)

On the ___ day of _____, 2020, personally appeared before me, a Notary Public in and for the State of Utah, John S. Burchett and Amy Burchett, part owners of the real property, the signers of the above instrument, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC

7. The terms of this Agreement shall apply to and be binding upon the parties hereto, and their respective heirs, successors, and assigns.
8. 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.
9. 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.
10. 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.
11. 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"

**PACIFICORP, successor in interest to
UTAH POWER AND LIGHT COMPANY**

Name:
Title:

"CG"

**Covent Garden Holdings LLC and/or
assignee**



Shivam Shah, Manager

John S. Burchett

Amy Burchett

SIGNED IN COUNTERPART

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, _____, 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 28 day of October, 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



NOTARY PUBLIC
HEATHER ADAMS
COMM. # 704687
COMMISSION EXPIRES
FEBRUARY 19, 2023
STATE OF UTAH

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, John S. Burchett and Amy Burchett, part owners of the real property, the signers of the above instrument, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC

7. 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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10. 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.
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PACIFICORP, successor in interest to
UTAH POWER AND LIGHT COMPANY



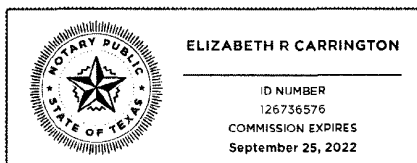
Name: Roger Rigby
Title: Director, Real Estate Transactions

Texas

Montgomery

10/28/2020

Elizabeth R Carrington




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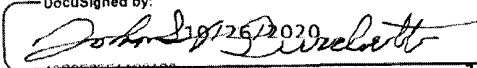
EXP DATE: 09/25/2022

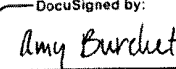
Notarized online using audio-video communication

"CG"

Covent Garden Holdings LLC and/or
assignee

DocuSigned by:
 10/26/2020
51E3005FD0004F5
Shivam Shah, Manager

DocuSigned by:
 10/26/2020
1503E011401408
John S. Burchett 10/28/2020

DocuSigned by:
 10/26/2020
10C9E0FF14C2218...
Amy Burchett

2 Amy Burchett 10/28/2020



This Consent provides you with important information about completing your real estate transaction (“eClosing”) using Notarize’s online platform (our “Platform”). In connection with signing the documents to close your real estate transaction (“eClosing”), you are entitled by law to receive certain information “in writing,” meaning on paper. You must consent to receive this information electronically instead. You must also consent if you wish to sign your eClosing documents electronically.

Terms of this Consent.

- 1. The eClosing.** Our Platform allows you to view all documents and notices relating to your eClosing (“Documents”), to review and e-sign Documents online, to connect as required with a commissioned notary public authorized to perform notarizations online, and to electronically acknowledge, sign and verify Documents. The Documents will be provided by your lender, title agent, title insurance underwriter, realtor, and/or other parties. You may review and e-sign certain Documents on our Platform; for other Documents, a notary will assist you in acknowledging, signing and notarizing the Documents. Documents may include a deed, Note (“eNote”), mortgage security document, affidavits and related Documents. This Consent supplements our Terms of Service: www.notarize.com/terms.
- 2. Questions about the Documents or eClosing transaction?** If you have any questions about the underlying transaction or Documents, please direct them to your lender, title agent, realtor or attorney.
- 3. Consent to Conduct eClosing and Receive Communications Electronically.** You agree to conduct the eClosing by electronic means using the Platform. This includes connecting to the Platform online, providing background information to validate your identity, uploading images of a photo ID and other identity credentials as required, creating your electronic signature to sign Documents, and interacting with a notary during the online notarial session. As part of this consent, you agree to: (i) review and approve all Documents before you e-sign them; (ii) acknowledge your signature, be placed under oath, or do those things necessary for all required notarial acts, (iii) communicate via an internet-based audio/video link, and (iii) receive all Documents as electronic records via email and an internet link which you can use to view, download or print all Documents.
- 4. Scope.** You agree to receive electronically all additional Documents, if any, involving any supplemental or corrective actions required to address any issues arising during the eClosing. You are providing this Consent to us, and also for the benefit of your lender, title agent, underwriter, and other parties providing Documents. This Consent does not relate to your ongoing dealings with your lender, title agent or eClosing servicer which do not involve us, and which arise after the eClosing is fully completed.
- 5. Consent to Use Electronic Signature:** You agree to create and use an electronic signature to sign all Documents requiring your signature or initials. You understand that your electronic signature and initials on a Document are just as valid and legally binding as your pen and ink signature and initials.
- 6. Consent to Recording of Video and eClosing Information:** A mortgage eClosing is important and our Platform creates a record of your e-signatures, any session with a notary, and of the entire eClosing. The data from your eClosing session (“Data”) will be electronically stored by us and, per agreements and applicable law, by your lender, title company and others. The Data includes the background information you provide, images of your photo-ID and other ID credentials, results of database searches and credential analysis to validate your identity, the completed Documents, session and connection information, all information required for the notary’s journal, and the recording of the audio-video session with the notary and other participants. We take your privacy very seriously. Our use and disclosure of your Data is governed by applicable law and our [Terms of Service](#) and [Privacy Policy](#).
- 7. Withdrawal of Consent.** You may withdraw your consent at any time by notifying us at support@notarize.com. If you choose to withdraw your consent before the eClosing is completed, you will not be able to participate in our Platform or complete



the eClosing with us. This may result in a delay or cancellation of your currently scheduled closing. Documents electronically signed by you before withdrawal of consent remain fully valid and enforceable.

- 8. **Requests for Certain Materials in Paper Form.** You may request from us, at support@notarize.com, a paper copy of this Consent or any of the Documents. If applicable law requires us to provide you with access to your signed and notarized Documents via paper form rather than electronic means, we will comply with such law. We will charge the fees for such paper access as are permitted by law, if any.
- 9. **Hardware and Software Requirements.** To access and use the Platform and to complete your eClosing, you must have the following: (a) Regardless of the system you use, you must have adequate computing memory to operate, store and view documents; broadband internet access; internet-connected email capability; a printer if you wish to print documents. (b) If you access the service from a Desktop or laptop computer, you must have: a PC with Windows Vista or later or Mac with OS X 10.11 or later; an internet browser with cookies and JavaScript enabled (Firefox v. 56.0 or later, Google Chrome v. 63.0 or later, or Apple Safari v. 11.0 or later); Acrobat Reader v6.x or later with JavaScript and browser display enabled; a webcam, microphone, and speaker to support a live, real time audio video connection. (c) If you access the service from a mobile device, the device must have: iOS version 11.0 or later, or Android version 5.0 or later, and the current Notarize app.
- 10. **Responsibilities.** You affirm you have the hardware and software which meets the above requirements. You must keep your email and account information with us current. If we materially change the requirements needed to access or retain Documents, we will notify you via email. Using our Platform after notice of such changes is reaffirmation of your consent.
- 11. **Viewing Documents During and After the eClosing.** Documents shown in the app or web browser during the eClosing process, such as the eNote, are a rendering of the actual Document. This looks the same as the electronic Document, but has features that facilitate the online viewing and signing process. You may access and view Documents using a link provided to you after the eClosing.
- 12. **Indicating your Consent.** By using the Platform and signing below, you consent to conduct your eClosing electronically and to sign and receive Documents electronically as set forth above. Also, you acknowledge and agree that your consent to electronic communications is being provided in connection with a transaction in or affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act (the "Act"). You and we both intend that the Act (and to the extent applicable and not inconsistent with the Act, state law governing the transaction) apply to the fullest extent possible to validate our ability to conduct business with you electronically.

John S. Burchett 10/28/2020

Signer Signature

Dated

John S. Burchett

Print/Type Signer Name



This Consent provides you with important information about completing your real estate transaction (“eClosing”) using Notarize’s online platform (our “Platform”). In connection with signing the documents to close your real estate transaction (“eClosing”), you are entitled by law to receive certain information “in writing,” meaning on paper. You must consent to receive this information electronically instead. You must also consent if you wish to sign your eClosing documents electronically.

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4. **Scope.** You agree to receive electronically all additional Documents, if any, involving any supplemental or corrective actions required to address any issues arising during the eClosing. You are providing this Consent to us, and also for the benefit of your lender, title agent, underwriter, and other parties providing Documents. This Consent does not relate to your ongoing dealings with your lender, title agent or eClosing servicer which do not involve us, and which arise after the eClosing is fully completed.
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- 10. **Responsibilities.** You affirm you have the hardware and software which meets the above requirements. You must keep your email and account information with us current. If we materially change the requirements needed to access or retain Documents, we will notify you via email. Using our Platform after notice of such changes is reaffirmation of your consent.
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Amy Burchett 10/28/2020

Signer Signature

Dated

Amy Burchett

Print/Type Signer Name

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" WEST A DISTANCE OF 277.89 FEET; THENCE LEAVING SAID WEST LINE NORTH 89°51'53" WEST 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.

ALSO TOGETHER WITH EASEMENTS FOR ACCESS AND UTILITIES AS DESCRIBED IN EASEMENTS RECORDED JULY 2, 2020, AS ENTRY NO. 13317633, JULY 28, 2020, AS ENTRY NO. 13341610, AND AUGUST 6, 2020, AS ENTRY NO. 13352650.

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.

EXHIBIT "C"

COMMON BOUNDARY LINE DESCRIPTION

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 SECTION 11 TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE LEAVING SAID SECTION LINE TO AND ALONG THE WEST LINE OF SAID NORTHEAST QUARTER SOUTH 00°36'49" WEST A DISTANCE OF 277.89 FEET; THENCE LEAVING SAID WEST LINE NORTH 89°51'53" WEST 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 TO THE POINT OF TERMINUS.

THE BASIS OF BEARING FOR THIS COMMON BOUNDARY LINE IS S89°36'28"W BETWEEN THE EAST QUARTER CORNER AND THE CENTER QUARTER CORNER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN