

WHEN RECORDED, MAIL TO:  
The Church of Jesus Christ of Latter-day Saints  
Attn: Special Projects Dept. (PN: 504-4464)  
50 East North Temple, 10<sup>th</sup> Floor  
Salt Lake City, Utah 84150

FATLONS-1038427-E

ENT59524:2021 PG 1 of 14  
**Andrea Allen**  
**Utah County Recorder**  
2021 Mar 30 12:45 PM FEE 42.00 BY MG  
RECORDED FOR First American Title Insurance Company  
ELECTRONICALLY RECORDED

## BOUNDARY LINE AGREEMENT

504-4464

THIS AGREEMENT is made and entered into by and between:

**THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole, formerly known as Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, hereinafter referred to as "CHC" at 50 East North Temple, 10th Floor (PN: 504-4464), Salt Lake City, Utah 84150, and **RIVERS EDGE COMMERCIAL, LLC**, a Utah Limited Liability Company, hereinafter referred to as "R.E. Commercial" at 45 E. Center Street, Suite 103, North Salt Lake, Utah 84054, and **RIVERS EDGE APARTMENTS, LLC**, a Utah Limited Liability Company, hereinafter referred to as "R.E. Apartments" at 45 E. Center Street, Suite 103, North Salt Lake, Utah 84054.

### RECITALS

- A. CHC is the owner in fee simple of the following parcel of real property located in Utah County, Utah and described by warranty deed recorded in the Utah County Recorder's Office on October 1, 2004 as Entry Number 112579:2004: ("CHC Property"):

(Serial No. 19:001:0037 and Serial No. 19:001:0145) Verbatim From Deed:

Beginning at a point which is South 37.5 feet and East 1646.77 feet from the West Quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence East 358.82 feet to Spring Creek Centerline; thence South 14°32.5' East 59.38 feet along Spring Creek; thence South 29°53' East 102.90 feet along Spring Creek; thence South 88°07' West 423.15 feet; thence North 0°44.5' West 160.66 feet to the point of beginning,

TOGETHER WITH a 33 foot right-of-way which is used by others and is described as follows: Beginning at a point on the East side of the County Road which is South 191.50 feet and East 1349.40 feet from the West Quarter corner to Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North °07' East 713.43 feet; thence South 29°53' East 37.44 feet; thence South 88°07' West 732.10 feet; thence North 33 feet to the point of beginning.

TOGETHER WITH and less and excepting any portion acquired or conveyed by virtue of that certain Boundary Line Agreement dated 1993, and Recorded as Entry No, 19726, Book 3116, Page 772, of official records.

- B. R.E. Commercial is the owner in fee simple of the following parcel of real property described by Special Warranty Deed and Quit Claim Deed recorded as Entry Number 50254:2021 ("R.E. Commercial Property"), as more fully described on Exhibit A, attached hereto.
- C. R.E. Apartments is the owner in fee simple of the following parcel of real property described by Special Warranty Deed recorded as Entry Number 50255:2021 ("R.E. Apartments Property"), as more fully described on Exhibit B, attached hereto.
- D. WHEREAS, the undersigned parties mutually recognize that ambiguities exist in their respective chains of title and in order to eliminate any ambiguities and forever determine the issue of a common boundary line between the CHC Property, the R.E. Commercial Property, and the R.E. Apartments Property, the undersigned parties desire to establish said boundary line.
- E. WHEREAS, pursuant to Utah Code Ann. § 57-1-45 (2019), the parties desire to define the common boundary line between their respective properties without effectuating a subdivision or creating any new tax parcels.
- F. WHEREAS, the undersigned parties mutually recognize that a boundary survey has been made for the purpose of permanently monumenting and defining the location of a common boundary line between their respective parcels. Said survey was performed by Meridian Engineering, Inc. of South Jordan, Utah and certified by Michael W. Nadeau, License Number 4938744, as Meridian Project Number 20298 and filed in the Office of the Utah County Surveyor as Survey No. 21-108("Survey"), attached hereto as Exhibit C.

#### TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual promises and conveyances contained herein, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and for the purpose of permanently establishing a legal and physical boundary line between the parcels described herein, it is agreed as follows:

1. It is hereby agreed that the common boundary line between the parcels, herein after referred to as "Boundary Line", is as depicted on Exhibit D, attached hereto, and legally described as follows:

A boundary line located in the Northeast Quarter of the Southwest Quarter of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian, Utah County, Utah described as follows:

BEGINNING at a point in an existing chain link fence line, said point is also in a westerly boundary line of The Mix at Rivers Edge recorded as Entry No. 91060:2017 in the Office of the Utah County Recorder, said point is 211.58 feet S.00°37'53"E. along the section line and 1652.08 feet N.89°58'05"E. from the West Quarter Corner of said Section 25, said point is also 9.93 feet S.01°32'23"E. from the Northwest Corner of said The Mix at Rivers Edge (the Basis of Bearing for said parcel, as measured between the found brass cap monuments located at the West Quarter Corner and the Northwest Corner of said Section 25, is N.00°36'53"W.), and running thence along said existing fence line the following two (2) courses: 1) N.89°58'05"E. 202.08 feet and 2) N.88°39'20"E. 158.27 feet to a point in the easterly line of Lot 1 of said The Mix at Rivers Edge, said point is also the point of terminus of the herein described boundary line.

2. In order to effectuate this Agreement and clear title ambiguities, CHC hereby Quit Claims and Conveys to R.E. Commercial all its rights, title and interest in and to the CHC Property lying southerly of the Boundary Line, and R.E. Commercial hereby Quit Claims and Conveys to CHC all its rights, title and interest in and to the R.E. Commercial Property lying northerly of the Boundary Line.
3. In order to effectuate this Agreement and clear title ambiguities, CHC hereby Quit Claims and Conveys to R.E. Apartments all its rights, title and interest in and to the CHC Property lying southerly of the Boundary Line, and R.E. Apartments hereby Quit Claims and Conveys to CHC all its rights, title and interest in and to the R.E. Apartments Property lying northerly of the Boundary Line.
4. Nothing contained herein shall be construed as giving, granting, conveying or relinquishing any existing easement rights, interests or claims.
5. Pursuant to Utah Code § 17-27a-103(69), this Agreement does not constitute a subdivision of real property. The parties acknowledge that the purpose of this Agreement is to define the common boundary line between their respective properties and not to undertake a subdivision or create additional tax parcels. The parties hold title to the same number of tax parcels after this Agreement as they did before this Agreement. Furthermore, the properties cover the same total area.
6. Each party's address for tax purposes is as set forth in the introductory paragraph of this Agreement.
7. If any governmental approval is required or necessary to effectuate the intent of this Agreement, such as the preparation, filing, and approval of lot line adjustment, etc., the parties shall apply for and obtain such approval, including signing any necessary or required applications or instruments.
8. This Agreement shall be recorded at the Utah County Recorder's Office, State of Utah.
9. The terms and conditions of this Agreement shall (i) inure to the benefit of and be binding upon the parties and their respective successors, successors-in-title, heirs and assigns as to their respective parcel, or any portion of their respective parcel, each of whom shall be an intended beneficiary (whether third party or otherwise) of the rights and agreements granted hereunder; (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 parcels, or any portions of the parcels, or any change of use, demolition, reconstruction, expansion or other circumstances.
10. The parties incorporate the above Recitals and the attached Exhibits by this reference. This Agreement contains all of the terms, covenants, conditions, and agreements between the parties with respect to the subject matters addressed herein. This Agreement may not be amended or supplemented except through a writing executed by the parties. This Agreement concerns real property located in the State of Utah and shall be governed by and construed in accordance with the laws of the State of Utah. The parties agree that this Agreement may be executed in counterparts and shall together constitute one and the same instrument binding the parties hereto, notwithstanding that all parties may not have executed the original or the same counterparts. For all purposes, including without limitation, recording, filing, and delivery of this Agreement, duplicate, unexecuted, and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

*[signatures and acknowledgements follow]*

**ACKNOWLEDGEMENTS  
(CHC)**

**IN WITNESS WHEREOF**, said The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole formerly known as Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, has caused this instrument to be executed, this 24~~th~~ day of March, A.D. 2021, by its proper officers thereunto duly authorized.

The Church of Jesus Christ of Latter-day Saints

STATE OF UTAH )  
 ) ss.  
COUNTY OF UTAH )

By Terry F. Ludd  
Title AUTHORIZED AGENT

On this 24<sup>th</sup> day of March, 2021 personally appeared before me Terry F. Ludd, personally known to me to be an Authorized Agent of **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole**, formerly known as Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for said corporation, and that said instrument is the free and voluntary act of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said Corporation and that said Corporation executed the same.

**WITNESS** my hand and official seal:

Lori Guerrero  
Notary Public for the State of Utah



**ACKNOWLEDGEMENTS**  
(R.E. Commercial)

IN WITNESS WHEREOF, said Rivers Edge Commercial, LLC has caused this instrument to be executed, this 25 day of March, A.D. 2021, by its proper officers thereunto duly authorized.

Rivers Edge Commercial, LLC

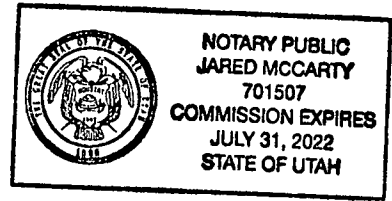
STATE OF UTAH                    )  
  ) ss.  
COUNTY OF UTAH            )

By [Signature]  
Title Manager

On this 25<sup>th</sup> day of March, 2021 personally appeared before me Nathan W. Pugsley, personally known to me to be a Manager, of Rivers Edge Commercial, LLC, a Utah limited liability company, who acknowledged before me that they signed the foregoing instrument as Manager for Rivers Edge Commercial, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said company by authority of its Articles of Organization, and said he acknowledged to me that said company executed the same.

WITNESS my hand and official seal:

[Signature]  
Notary Public for the State of Utah



**ACKNOWLEDGEMENTS**  
(R.E. Apartments)

**IN WITNESS WHEREOF**, said Rivers Edge Apartments, LLC has caused this instrument to be executed, this 25 day of March, A.D. 2021, by its proper officers thereunto duly authorized.

Rivers Edge Apartments, LLC

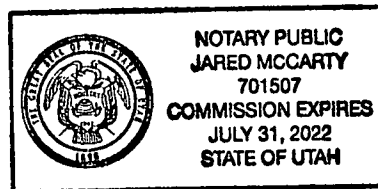
STATE OF UTAH )  
 ) ss.  
COUNTY OF UTAH )

By Nathan W. Pugsley  
Title Manager

On this 25<sup>th</sup> day of March, 2021 personally appeared before me Nathan W. Pugsley, personally known to me to be a Manager, of Rivers Edge Apartments, LLC, a Utah limited liability company, who acknowledged before me that they signed the foregoing instrument as Manager for Rivers Edge Apartments, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said company by authority of its Articles of Organization, and said he acknowledged to me that said company executed the same.

**WITNESS** my hand and official seal:

Jared McCarty  
Notary Public for the State of Utah



## EXHIBIT A

### Legal Description

Real property in the County of Utah, State of Utah, described as follows:

LOTS 5,6,7,10,11,12,13,14 THE MIX AT RIVERS EDGE RECORDED SEPTEMBER 18, 2017 AS ENTRY NO. 91060:2017 ACCORDING TO THE OFFICIAL RECORDS THEREOF ON FILE AND OF RECORD IN THE UTAH COUNTY RECORDER'S OFFICE, UTAH.

## EXHIBIT B

### Legal Description

Real property in the County of Utah, State of Utah, described as follows:

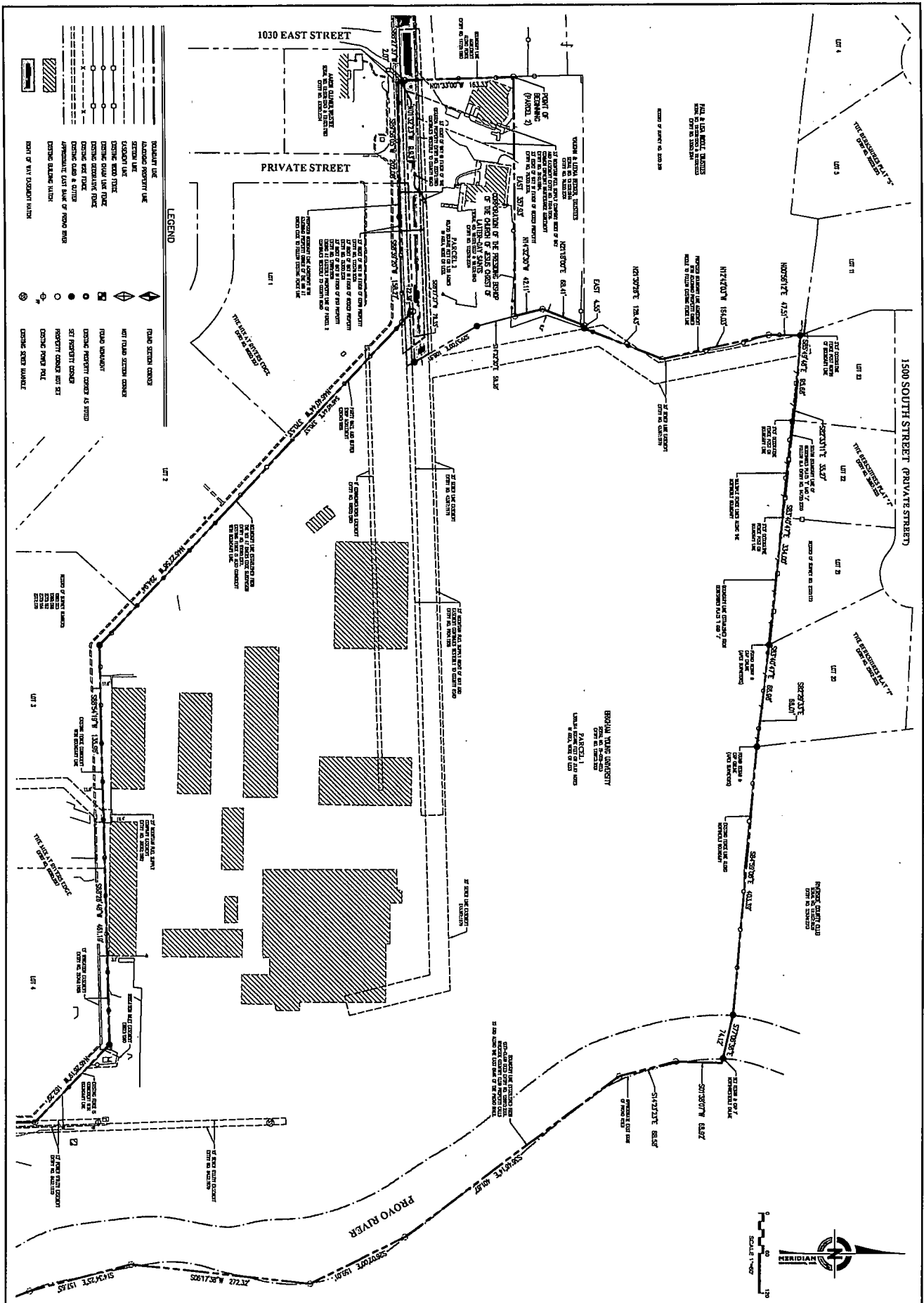
LOTS 1,2 AND 3 THE MIX AT RIVERS EDGE RECORDED SEPTEMBER 18, 2017 AS ENTRY NO. 91060:2017  
ACCORDING TO THE OFFICIAL RECORDS THEREOF ON FILE AND OF RECORD IN THE UTAH COUNTY  
RECORDER'S OFFICE, UTAH.



Survey

(see following page)





SHEET NO. 2 OF 3	PROJECT NO. 20298	<b>RECORD OF SURVEY</b> LDS MOTION PICTURE STUDIO AT BYU 300 WEST 2250 NORTH PROVO, UTAH 84604 SITUATE IN THE SE1/4 SW1/4 SW1/4 NE1/4 W1/2 SE1/4 AND NE1/4 SW1/4 OF SEC. 25, T6S, R2E, SLB&M		<b>BRIGHAM YOUNG UNIVERSITY</b> 98A BRWB PROVO, UTAH 84602	<b>MERIDIAN</b> CIVIL ENGINEERING, INC. 100 WEST 1000 SOUTH, SUITE 100 PROVO, UTAH 84604 PHONE (801) 843-1744 FAX (801) 843-1111	DRAWN: TRV SURVEYED: MS CHECKED: JH DATE: 25-MAR-2021	NO. 1 REVISIONS BY DATE
		COMP. FILE 20298_R05	NEW I&A FOR CHC PROPERTY TRV 03/25/21				

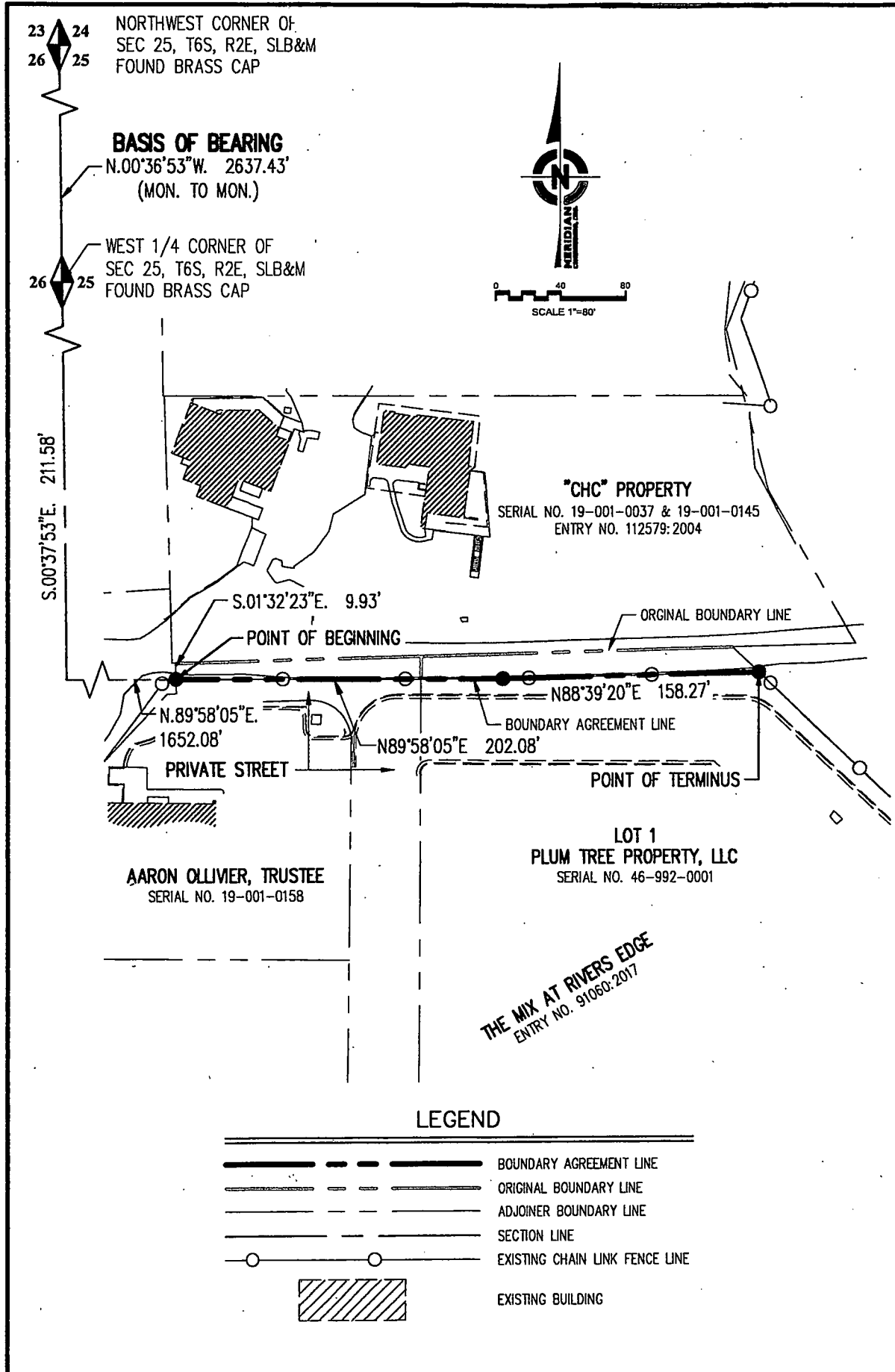


**EXHIBIT D**

Depiction of the Boundary Line

(see following page)

EXHIBIT D



23 24  
26 25  
NORTHWEST CORNER OF  
SEC 25, T6S, R2E, SLB&M  
FOUND BRASS CAP

**BASIS OF BEARING**  
N.00°36'53"W. 2637.43'  
(MON. TO MON.)

26 25  
WEST 1/4 CORNER OF  
SEC 25, T6S, R2E, SLB&M  
FOUND BRASS CAP



S.00°37'53"E. 211.58'

**"CHC" PROPERTY**  
SERIAL NO. 19-001-0037 & 19-001-0145  
ENTRY NO. 112579:2004

S.01°32'23"E. 9.93'

POINT OF BEGINNING

ORIGINAL BOUNDARY LINE

N.89°58'05"E. 1652.08'

PRIVATE STREET

N89°58'05"E. 202.08'

N88°39'20"E. 158.27'

BOUNDARY AGREEMENT LINE

POINT OF TERMINUS

**AARON OLLIVIER, TRUSTEE**  
SERIAL NO. 19-001-0158

**LOT 1  
PLUM TREE PROPERTY, LLC**  
SERIAL NO. 46-992-0001

**THE MIX AT RIVERS EDGE**  
ENTRY NO. 91060:2017

DRAWN		TRW		MS		NO.		BY		DATE	
SURVEYED		MS		MWN		NO.		REVISIONS			
CHECKED		MWN		NO.		NO.		NO.			
DATE		04-MAR-2021		NO.		NO.		NO.			
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<p><b>MERIDIAN ENGINEERING, INC.</b> SOUTH JORDAN, UTAH 84095 PHONE (801) 488-1500 FAX (801) 488-1518</p>											
<p><b>CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS</b> 50 EAST NORTH TEMPLE SALT LAKE CITY, UTAH 84150</p>											
<p><b>EXHIBIT</b> BOUNDARY LINE AGREEMENT SITUATE IN THE NE 1/4 OF THE SW 1/4 OF SECTION 25, T6S, R2E, SLB&amp;M</p>											
<p>COMP. FILE EXHIBIT</p>											
<p>PROJECT NO. 20298</p>											
<p>SHEET NO. 1 OF 1</p>											

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