

RECEIVED OCT 02 2017

Mail Tax Notices To:

RIMINI Properties, LLC
360 North 700 West, Suite G
North Salt Lake, UT 84054

Hogan & Associates Construction, Inc.
c/o Michael Hogan
940 North 1250 West
Centerville, UT 84014

Bryson Sales & Service Inc. (aka Bryson Sales and Service L.L.C.)
1022 West 950 North
Centerville, UT 84014

Opulent Holdings, LLC
359 East Riverside, Suite D
St. George, UT 84790

E 3049724 B 6864 P 462-473
RICHARD T. NAUGHAN
DAVIS COUNTY, UTAH RECORDER
10/05/2017 12:02 PM
FEE \$35.00 Pgs: 12
DEP RT REC'D FOR RIMINI PROPERTIES
LLC

06-003-0050, 06-334-0002, 06-334-0003, 06-240-0004 ⁰⁰⁰⁷ (Space above for Recorder's Use Only)

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT is made and entered into this 2nd day of AUGUST, 2017, by and between RIMINI Properties, LLC, ("RIMINI"), Hogan & Associates Construction, Inc. ("Hogan"), Bryson Sales & Service LLC ("Bryson"), and Opulent Holdings, LLC ("Opulent"). RIMINI, Hogan, Bryson, and Opulent are sometimes referred to herein collectively as the "Parties," and individually as a "Party."

RECITALS:

A. RIMINI is currently the owner of that certain property located in Davis County, State of Utah (the "RIMINI Property"). The RIMINI Property is more particularly described on Exhibit A attached hereto and incorporated herein.

B. Hogan is the owner of that certain property located adjacent to the RIMINI Property and Bryson Properties (the "Hogan Property"). The Hogan Property is more particularly described on Exhibit B attached hereto and incorporated herein.

C. Bryson is the owner of that certain property located adjacent to the RIMINI, Hogan and Opulent Properties (the "Bryson Property"). The Bryson Property is more particularly described on Exhibit C attached hereto and incorporated herein.

D. Opulent is the owner of that certain property located adjacent to the RIMINI and Bryson Properties (the "Opulent Property"). The Opulent Property is more particularly described on Exhibit D attached hereto and incorporated herein.

E. The Parties desire to adjust the boundary between their respective properties to resolve a boundary dispute by entering into this Agreement.

TERMS AND CONDITIONS

NOW THEREFORE, for the considerations of mutual agreement, and other good and valuable considerations of both parties, the receipt and sufficiency of which are hereby conclusively acknowledged, and for the purpose of permanently establishing the common legal and physical boundary line between the parcels described herein, it is hereby agreed as follows:

1. **Boundary Line.** RIMINI, Hogan, Bryson and Opulent agree that the Boundary Line between their respective properties shall be the following described line:

See attached **Exhibit E** attached hereto and incorporated herein

The agreed Boundary Line shall stand and be known as the common record description and boundary line between the properties, and the properties shall be modified to include the Boundary Line Agreement.

2. **RIMINI Quitclaim.** RIMINI Properties, LLC, does hereby remise, release and quitclaim unto Hogan & Associates Construction, Inc., Bryson Sales & Service LLC, Opulent Holdings, LLC, all right, title and interest in and to all property lying South of the Boundary Line.

3. **Hogan, Bryson and Opulent Quitclaim.** Hogan & Associates Construction, Inc., Bryson Sales & Service LLC, and Opulent Holdings, LLC, do hereby remise, release and quitclaim unto RIMINI Properties, LLC all right, title and interest in and to all property lying North of the Boundary Line.

4. **Duration; Rights Run with the Land; Binding Effect.** This Agreement and the agreed Boundary Line established hereby shall be perpetual. Each of the agreements and rights contained in 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 parcels, or any portion of their respective parcels, each of whom shall be an intended beneficiary (whether third party or otherwise) of the rights and agreements granted hereunder; and (ii) shall run with the land.

5. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Utah, without regard to conflict of laws principles. Venue for any legal proceedings shall be in Utah County, Utah.

6. **Recording.** This Agreement shall be recorded with the Recorder's office of Davis County.

7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[signatures and acknowledgments on the following page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

Hogan & Associates Construction, Inc.

By: Blake G Davis
Name (Print): Blake G Davis
Its: Vice president

STATE OF Utah)
COUNTY OF Davis) :ss

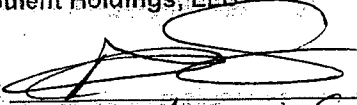
On the 2nd day of August, 2017, personally appeared before me Blake Davis, who acknowledged himself/herself to be the Vice President of Hogan & Associates Construction, Inc., and that within and foregoing instrument was duly authorized by Hogan & Associates Construction, Inc. at a lawful meeting held by authority of its operating agreement; and that Blake Davis, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Mashelle Kaholooa
Notary Public



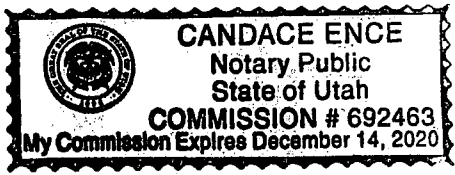
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

Opulent Holdings, LLC

By: 
Name (Print): AARON SMITH
Its: MANAGER

STATE OF Utah
COUNTY OF Washington :ss

On the 26 day of September, 2017, personally appeared before me Aaron Smith, who acknowledged himself/herself to be the Manager of Opulent Holdings, LLC, and that within and foregoing instrument was duly authorized by Opulent Holdings, LLC at a lawful meeting held by authority of its operating agreement; and that Aaron Smith, being authorized so to do, executed the foregoing instrument for the purposes therein contained.





Notary Public

Exhibit A

(Legal Description of RIMINI Property)

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD, SAID POINT BEING NORTH 89°57'31" WEST 88.92 FEET ALONG THE SECTION LINE FROM THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID SECTION CORNER IS SOUTH 89°57'31" EAST 87.91 FEET ALONG SAID SECTION LINE FROM A WITNESS CORNER; THENCE SOUTH 0°19'16" WEST 23.70 FEET; THENCE NORTH 89°48'02" WEST 952.84 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HIGHWAY PROJECT NO. 0067; THENCE ALONG SAID HIGHWAY RIGHT OF WAY THE FOLLOWING FOUR(4) COURSES: (1) NORTH 49°25'03" EAST 103.00 FEET; (2) THENCE 429.39 FEET ALONG A 485.56 FOOT RADIUS CURVE TO THE LEFT THRU A CENTRAL ANGLE OF 50°40'02" (CHORD BEARS NORTH 24°05'04" EAST 415.53 FEET); (3) THENCE NORTH 39°29'27" EAST 201.36 FEET; (4) THENCE 819.58 FEET ALONG A 2,220.14 FOOT RADIUS CURVE TO THE LEFT THRU A CENTRAL ANGLE OF 21°09'04" (CHORD BEARS NORTH 28°54'55" EAST 814.93 FEET; THENCE SOUTH 89°57'31" EAST 189.43 FEET SAID WESTERLY RAILROAD RIGHT OF WAY; THENCE SOUTH 0°16'53" WEST 1294.59 FEET ALONG SAID RAILROAD RIGHT OF WAY TO THE POINT OF BEGINNING

Exhibit B

(Legal Description of Hogan Property)

All of Lot 2, HOGAN OFFICE PARK – 1ST AMENDMENT, according to the official plat thereof as recorded in the office of the Davis County Recorder.

Exhibit C

(Legal Description of Bryson Property)

All of Lot 3, HOGAN OFFICE PARK – 1ST AMENDMENT, according to the official plat thereof as recorded in the office of the Davis County Recorder.

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Exhibit D

(Legal Description of Opulent Property)

All of Lot 4, HOGAN OFFICE PARK, according to the official plat thereof as recorded in the office of the Davis County Recorder.

Exhibit E

(Legal Description of New Boundary Line)

Beginning at the Northeast corner of Lot 4, Hogan Office Park Subdivision, said point being South 89°58'05" West 92.43 feet along the section line and South 00°06'04" East 23.94 feet from the Northeast corner of Section 12, Township 2 North, Range 1 West, Salt Lake Base and Meridian, said point also being East 297.63 feet and North 252.94 feet from the Street Monument at the Intersection of 950 West and 950 North streets; thence along the North line of Hogan Office Park the following five (5) courses: 1) thence North 89°59'34" West 334.48 feet; 2) thence South 88°00'39" West 66.60 feet; 3) thence North 89°02'44" West 165.05 feet; 4) thence North 89°59'59" West 235.43 feet; 5) thence North 89°33'14" West 48.92 feet; thence North 83°22'21" West 11.16 feet to the point of terminus, said point being the Northeast corner of Entry No. 1908330 (Book 3372 Page 600). Said point of terminus being South 89°58'05" West 953.88 feet along the section line and South 21.31 feet from the Northeast corner of Section 12.

