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GARY W. OTT BK 9532 PG 8875-8883  
RECORDER, SALT LAKE COUNTY, UTAH  
HOLLAND & HART  
60 E SOUTH TEMPLE STE 2000  
SLC UT 84111  
BY: SAM, DEPUTY - WI 9 P.

**When Recorded, Mail to:**  
Matthew T. Wirthlin  
Holland & Hart LLP  
60 E. South Temple, Suite 2000  
Salt Lake City, UT 84111

Space Above for Recorder's Use

**BOUNDARY LINE AGREEMENT**

This Boundary Line Agreement ("Agreement", made this 18<sup>th</sup> day of October, 2007, between Sinclair Oil Corporation, a Wyoming corporation, its successors and assigns ("Sinclair"), and Gardiner Properties 1100 East, LLC, a Utah limited liability company, of 1073 East 2100 South, Salt Lake City, UT 84106, its successors and assigns ("Gardiner"), (together "Parties"):

WHEREAS, the aforesaid Parties are the owners of contiguous parcels of real estate located in the County of Salt Lake, State of Utah;

WHEREAS, owing to certain ambiguities in the actual property line dividing the Parties' contiguous parcels based on erroneous and mistaken legal descriptions causing overlapping descriptions;

WHEREAS, the Parties are desirous of settling this dispute without resort to litigation;

WHEREAS, Gardiner is developing its property as a residential condominium project (the "Project");

WHEREAS, a new boundary line between the Parties' parcels has been surveyed with a view to reaching a mutually acceptable compromise; and,

WHEREAS, pursuant to §57-1-45 of the *Utah Code Annotated*, this Agreement shall constitute a quit claim deed to create the new boundary between the Parties' parcels:

**NOW THEREFORE WITNESSETH**

That in consideration of the mutual promises and conveyances herein contained, and other good and valuable considerations the receipt of which is hereby mutually acknowledged, the Parties agree as follows:

- 1. Quit Claim of Sinclair Property. Sinclair hereby quit claims to Gardiner all of Sinclair's right, title and interest in and to that certain parcel of real property more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

2. Quit Claim of Gardiner Property. Gardiner hereby quit claims to Sinclair all of Gardiner's right, title and interest in and to that certain parcel of real property more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference.

3. New Boundary/Legal Descriptions. The new boundary between Sinclair's and the Gardiner's real property is described more completely on Exhibit "C" attached hereto and incorporated herein by this reference. The corrected legal description for Sinclair's real property is described more completely on Exhibit "D" attached hereto and incorporated herein by this reference. The corrected legal description for Gardiner's real property is described more completely on Exhibit "E" attached hereto and incorporated herein by this reference.

4. Relocation of Tank Vent Lines and Power Utility Pole. As part of Gardiner's development of the Project, Gardiner shall relocate or shall cause to relocate the existing Sinclair tank vent lines and a power/light utility pole (as further described on Exhibit "F" attached hereto) currently situated near the boundary of the two Parties to an area on Sinclair's property that is mutually acceptable to the Parties, with Gardiner bearing all costs thereof. Gardiner shall also bear the costs of any required line and tank tightness testing following relocation of the tank vent lines. Gardiner shall also be responsible to immediately repair and restore any damage to Sinclair's property caused by the relocation contemplated herein. Gardiner shall hold harmless and indemnify Sinclair, its employees, officers, directors, agents, corporate affiliates and assigns from and against any such property damage and any losses or other damage to property or injury to any person arising out of or related to such relocation activities.

5. Construction. Gardiner shall immediately repair and restore any damage to Sinclair's property caused by Gardiner's construction and development of the Project and further agrees to additional line and tank tightness testing following completion of the construction of its property to determine if any damage has occurred to Sinclair's underground storage tanks. Gardiner shall hold harmless and indemnify Sinclair, its employees, officers, directors, agents, corporate affiliates and assigns from and against any such damage and any losses or other damage or injury to any person arising out of or related to Gardiner's construction and development of the Project.

6. Project Completion. If the Project is not approved by Salt Lake City and completed within three years of the date of this Agreement, then this Agreement shall automatically terminate. In the event of termination of this Agreement, Gardiner and Sinclair will execute such documents as are required to reverse the effects of this Agreement by which Gardiner will quit claim to Sinclair the portions of its real property so that the boundary line would be adjusted to be consistent with Sinclair's claimed boundary line prior to entering into this Agreement.

7. Miscellaneous. This Agreement is to be governed by and interpreted under the laws of the State of Utah. If any of the provisions of this Agreement are deemed to be not enforceable, in whole or in part, the remaining provisions shall be enforceable

notwithstanding the invalidity of any other provision. Any provision not enforceable in part shall be enforceable to the extent valid and enforceable. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, we have set our hands on the date first above mentioned.

**Sinclair Oil Corporation, a Wyoming corporation**

By: S. Hobbey  
Its: VICE PRESIDENT

**Gardiner Properties 1100 East, LLC, a Utah limited liability company**

By: John A. Gardiner  
John A. Gardiner, Manager

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

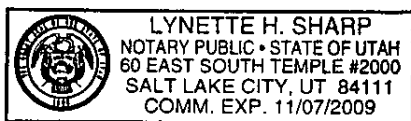
The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of October, 2007, by S.E. Holdings, the VICE PRESIDENT of Sinclair Oil Corporation, a Wyoming corporation, a signer of the within instrument.



Trudy G. Case  
Residing at: Salt Lake City, Ut

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

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of ~~September~~ October, 2007, by John A. Gardiner, Manager of Gardiner Properties 100 East, LLC, a Utah limited liability company, a signer of the within instrument.



Lynette H. Sharp  
Notary Public  
Residing at: Salt Lake City, UT

**EXHIBIT "A"**  
**Legal Description**

**Sinclair to Gardiner**

**PARCEL 1**

A parcel of land, part of Lot 20, Block 1, Five Acre Plat "A", Big Field Survey, located in the Southeast Quarter of Section 17, Township 1 South, Range 1 East, Salt Lake Base and Meridian, Salt Lake City, Salt Lake County, Utah, more particularly described as follows:

BEGINNING at a point, which is 19.66 feet South 00°04'07" West and 90.89 feet West from the Northeast corner of said Lot 20 and running thence North 00°00'20" West 8.88 feet; thence East 0.79 feet; thence South 05°04'09" West 8.917 feet to the POINT OF BEGINNING.

Contains 4 square feet.

**PARCEL 2**

A parcel of land, part of Lot 20, Block 1, Five Acre Plat "A", Big Field Survey, located in the Southeast Quarter of Section 17, Township 1 South, Range 1 East, Salt Lake Base and Meridian, Salt Lake City, Salt Lake County, Utah, more particularly described as follows:

BEGINNING at a point, which is 10.78 feet South 00°04'07" West and 90.90 feet West from the Northeast corner of said Lot 20 and running thence West 45.20 feet; thence North 05°04'09" East 2.47 feet; thence North 89°25'18" East 44.99 feet; thence South 00°00'20" East 2.91 feet to the POINT OF BEGINNING.

Contains 121 square feet.

**EXHIBIT "B"**  
**Legal Description**

**Gardiner to Sinclair**

A parcel of land, part of Lot 20, Block 1, Five Acre Plat "A", Big Field Survey, located in the Southeast Quarter of Section 17, Township 1 South, Range 1 East, Salt Lake Base and Meridian, Salt Lake City, Salt Lake County, Utah, more particularly described as follows:

BEGINNING at a point, which is 27.06 feet South 00°04'07" West and 90.88 feet West from the Northeast corner of said Lot 20 and running thence West 0.657 feet; thence North 05°04'09" East 7.43 feet; thence South 00°00'20" East 7.40 feet to the POINT OF BEGINNING.

Contains 2 square feet.

**EXHIBIT "C"**  
**Legal Description**

**GARDINER – SINCLAIR COMMON BOUNDARY LINE**

(Line of Agreement)

A Common Line between adjacent property owners in Lot 20, Block 1, Five Acre Plat "A", Big Field Survey located in the Southeast Quarter of Section 17, Township 1 South, Range 1 East, Salt Lake Base and Meridian, Salt Lake City, Salt Lake County, Utah, more particularly described as follows:

BEGINNING at a point, which is 27.06 feet South 00°04'07" West and West 90.88 feet from the Northeast corner of said Lot 20 and running thence North 00°00'20" West 19.19 feet; thence South 89°25'18" West 44.99 feet to the END of said Common Line.

**EXHIBIT "D"**  
**Legal Description**

**SINCLAIR OIL – DESCRIPTION RESOLVED**

Beginning at the Southeast Corner of Lot 19, Block 1, 5-Acre Plat A, Big Field Survey and running thence South 00°04'07" West 27.06 feet along the westerly line of ELEVENTH EAST STREET; thence West 90.88 feet; thence North 00°00'20" East 19.19 feet; thence South 89°25'18" West 44.99 feet to the easterly line of a 14.75 foot wide right-of-way; thence North 05°04'09" East 83.02 feet along said easterly line to the southerly line of HOLLYWOOD AVENUE; thence South 89°55'18" East 128.65 feet along said southerly line to said westerly line of ELEVENTH EAST STREET; thence South 00°04'07" West 74.19 feet along said westerly line of ELEVENTH EAST STREET to the point of beginning.

Containing 12,620 square feet or 0.290 acres.

Together with a right-of-way over the 14.75 foot by 85.459 foot right-of-way adjoining on the-west, going north to Hollywood Avenue.

Subject to and together with restrictions, rights-of-way and easements of record and use.

Tax ID#: 16-17-456-0081

**EXHIBIT "E"**  
**Legal Description**

**GARDINER PARCEL 1 - RESOLVED**

A parcel of land, part of Lot 20, Block 1, Five Acre Plat "A", Big Field Survey located in the Southeast Quarter of Section 17, Township 1 South, Range 1 East, Salt Lake Base and Meridian, Salt Lake City, Salt Lake County, Utah, more particularly described as follows:

BEGINNING at a point, which is 27.06 feet South 00°04'07" West from the Northeast corner of said Lot 20 and running thence South 00°04'07" West 63.50 feet; thence North 89°55'47" West 143.07 feet; thence North 05°04'09" East 82.38 feet; thence North 89°25'18" East 44.99 feet; thence South 00°00'20" East 19.19 feet; thence East 90.88 feet to the POINT OF BEGINNING.

Containing 9,765 square feet or 0.224 acres.

*Tax ID #: 16-17-456-018*



## **EXHIBIT "F"**

### **EXISTING POWER UTILITY POLE**

An existing Power Utility Pole located in part of Lot 20, Block 1, Five Acre Plat "A", Big Field Survey, and in the Southeast Quarter of Section 17, Township 1 South, Range 1 East, Salt Lake Base and Meridian, Salt Lake City, Salt Lake County, Utah, more particularly described as follows:

An existing Power Utility Pole, which is located 6.10 feet South 00°04'07" West and 133.87 feet West from the Northeast corner of said Lot 20.

### **EXISTING TANK VENT LINES**

Existing Tank Vent Lines located in part of Lot 20, Block 1, Five Acre Plat "A", Big Field Survey, and in the Southeast Quarter of Section 17, Township 1 South, Range 1 East, Salt Lake Base and Meridian, Salt Lake City, Salt Lake County, Utah, more particularly described as follows:

Existing Tank Vent Lines, which are located 24.42 feet South 00°04'07" West and 69.88 feet West from the Northeast corner of said Lot 20.