

WHEN RECORDED RETURN TO:

GLH Industrial, LLC
1245 East Brickyard Road, Suite 70
Salt Lake City, Utah 84106

Tax Parcels No. 24-042-0007 and No. 24-042-0004

BOUNDARY LINE AGREEMENT

GLH Industrial, LLC / Paul J. Roach and Alice Ann Runolfson Roach, as Trustees
(Made pursuant to Section 57-1-45 of the Utah Code, as amended (the "Utah Code"))

THIS AGREEMENT (this "*Agreement*") is entered into as of the 25th day of August, 2022, between (i) **GLH INDUSTRIAL, LLC**, a Utah limited liability company ("*Industrial*"), whose address is 1245 East Brickyard Road, Suite 70, Salt Lake City, Utah 84106, and (ii) **PAUL J. ROACH** and **ALICE ANN RUNOLFSON ROACH**, as Trustees of The Roach Family Trust, dated December 22, 2010 (the "*Trust*"), whose address is 337 East 300 North, Spanish Fork, Utah 84660. (*Industrial* and the *Trust* are referred to in this Agreement collectively as the "*Parties*").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Definition—Existing Parcels. As used in this Agreement, "*Existing Parcels*" means the following existing parcels located in Utah County, Utah, owned by the Parties:

Parcel 1 (owned by Industrial):

Tax Parcel No. 24-042-0007

An entire tract of land described in that Warranty Deed recorded August 1, 2022 as Entry No. 86071:2022 in the Office of the Utah County Recorder. Said entire tract is located in the Southeast Quarter of Section 11, Township 8 South, Range 2 East, Salt Lake Base and Meridian and is described as follows: Commencing 50 links West and 5.37 chains North of the Southeast Corner of Section 11, Township 8 South, Range 2 East, Salt Lake Base and Meridian; thence West 11.18 chains; thence North 4 1/4 degrees East 12.15 chains; thence North 76 3/4 degrees East 10.54 chains; thence South 14.53 chains to the point of beginning.

Parcel 2 (owned by the Trust):

Tax Parcel No. 24-042-0004

An entire tract of land described as "Parcel 3" in that Warranty Deed recorded December 22, 2010 as Entry No. 112135:2010 in the Office of the Utah County Recorder. Said entire tract is located in the Southeast Quarter of Section 11, Township 8 South, Range 2 East, Salt Lake Base and Meridian and is described as follows: Commencing 11.30 chains West from the Southeast Corner of the Southeast Quarter of Section 11, Township 8 South, Range 2 East, Salt Lake Base and Meridian; thence North 17.63 chains; thence South

76°45' West 5.60 chains; thence South 16.342 chains; thence East 5.454 chains to the beginning.

2. Purpose. The Parties desire to relocate the boundary line between the Existing Parcels in accordance with Utah Code Section 57-1-45. The Existing Parcels are comprised of unsubdivided lands, and this Agreement does not create any additional parcels or lots. The Parties were unable to determine the true location of the boundary line between the Existing Parcels because of differences between the historical use along a fence line and the actual record descriptions. The Parties agree on the boundary line described in this Agreement.

3. Relocation of Boundary Line.

(a) The new boundary line between the Existing Parcels is as follows, as shown on the survey (the "Survey") dated July 26, 2022, prepared by Brian F. Mitchell, CIR Civil Engineering, LLC, attached as Exhibit A and filed in the Utah County Surveyor's Office as File No. 22-391:

New Boundary Line:

A common boundary line between the following two entire tracts of land: 1) Warranty Deed recorded August 1, 2022 as Entry No. 86071:2022 in the Office of the Utah County Recorder, and 2) Warranty Deed recorded December 22, 2010 as Entry No. 112135:2010 in the Office of the Utah County Recorder. Said common boundary line is located in the Southeast Quarter of Section 11, Township 8 South, Range 2 East, Salt Lake Base and Meridian and is described as follows: Beginning at an existing metal and wood fence corner, which is 330.09 feet N. 00°25'57" W. along the Section line and 753.61 feet N. 89°38'13" W. from the Southeast Corner of said Section 11; thence along said existing metal and wood fence the following five (5) courses: 1) N. 03°22'57" W. 60.29 feet; 2) N. 00°27'16" E. 335.84 feet; 3) N. 03°27'57" E. 88.91 feet; 4) N. 07°23'28" E. 86.04 feet; 5) N. 09°09'42" E. 258.06 feet along said metal and wood fence and extension thereof to an existing wire fence and the Point of Terminus. Basis of bearing: N. 00°25'57" W. along the Section line between the Southeast Corner and the East Quarter Corner of said Section 11, Township 8 South, Range 2 East, Salt Lake Base and Meridian.

(b) The result of such new boundary line is that the Existing Parcels are now as follows:

East Parcel (the "East Parcel"), owned by Industrial (Tax Parcel No. 24-042-0007):

A parcel of land being a part of an entire tract described in that Warranty Deed recorded August 1, 2022 as Entry No. 86071:2022 in the Office of the Utah County Recorder. Said parcel of land is located in the Southeast Quarter of Section 11, Township 8 South, Range 2 East, Salt Lake Base and Meridian and is described as follows: Beginning at an existing wire fence corner, which is 330.09 feet N. 00°25'57" W. along the Section line and 4.59 feet N. 89°38'13" W. from the Southeast Corner of said Section 11; thence N. 89°38'13" W. 749.02 feet along an existing wire fence to a metal fence corner; thence along said metal and wood fence the following five (5) courses: 1) N. 03°22'57" W. 60.29 feet; 2) N. 00°27'16" E. 335.84 feet; 3) thence N. 03°27'57" E. 88.91 feet; 4) N. 07°23'28" E. 86.04 feet; 5) N. 09°09'42" E. 258.06 feet and extension thereof to an existing wire fence; thence along said wire fence the following two (2) courses: 1) N. 74°20'34" E. 462.57 feet; 2) N. 78°07'24" E. 241.30 feet and extension thereof; thence S. 00°37'05" E.

1,004.17 feet to and along an existing wire fence to the Point of Beginning. The above-described parcel of land contains 669,855 sq. ft. or 15.377 acres, more or less.

West Parcel (the “West Parcel”), owned by the Trust (Tax Parcel No. 24-042-0004):

A parcel of land being a part of an entire tract described in that Warranty Deed recorded December 22, 2010 as Entry No. 112135:2010 in the Office of the Utah County Recorder. Said parcel of land is located in the Southeast Quarter of Section 11, Township 8 South, Range 2 East, Salt Lake Base and Meridian and is described as follows: Beginning at a point 763.87 feet West from the Southeast Corner of said Section 11; thence West 341.69 feet; thence North 1,078.87 feet; thence N. 76°45’00” E. 419.76 feet; thence S. 09°09’42” W. 15.55 feet to an existing wire fence; thence along a wood and metal fence the following five (5) courses: 1) S. 09°09’42” W. 258.06 feet; 2) S. 07°23’28” W. 86.04 feet; 3) S. 03°27’57” W. 88.91 feet; 4) S. 00°27’16” W. 335.84 feet; 5) S. 03°22’57” E. 60.29 feet to an existing fence corner; thence N. 89°38’13” W. 2.86 feet; thence S. 02°44’51” W. 44.29 feet; thence S. 00°45’59” E. 142.60 feet; thence S. 02°31’39” W. 103.87 feet; thence S. 00°09’51” W. 44.28 feet to the Point of Beginning. The above-described parcel of land contains 399,599 sq. ft. or 9.173 acres, more or less.

4. Quitclaim. The Trust, as grantor, hereby quitclaims to Industrial, as grantee, the East Parcel, and Industrial, as grantor, hereby quitclaims to the Trust, as grantee, the West Parcel.

5. General Provisions. This Agreement shall inure to the benefit of, and be binding on, the Parties and their respective successors and assigns. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the state of Utah. This Agreement may be executed in any number of duplicate originals or counterparts, each of which when so executed shall constitute in the aggregate but one and the same document. Each Party that is an entity represents that the individual executing this Agreement on behalf of such Party has been duly authorized to execute and deliver this Agreement in the capacity and for the entity set forth where such individual signs. Each exhibit referred to in, and attached to, this Agreement is an integral part of this Agreement and is incorporated in this Agreement by this reference.

[Remainder of page intentionally left blank; signatures and acknowledgements on following pages]

THE PARTIES have executed this Agreement below, to be effective as of the date first set forth above.

INDUSTRIAL:

GLH INDUSTRIAL, LLC,
a Utah limited liability company,
by its Manager:

THE RITCHIE GROUP, L.C.,
a Utah limited liability company

By *Paul W. Ritchie*
Paul W. Ritchie, Manager

State of Utah)
County of Utah) ss.

The foregoing instrument was acknowledged before me this 9 day of September, 2022, by Paul W. Ritchie, Manager of The Ritchie Group, L.C., Manager of GLH Industrial, LLC.



Jill Christensen
Notary Public

My Commission Expires:
4-8-26

Residing at:
Provo, UT

EXHIBIT A

to

BOUNDARY LINE AGREEMENT

SURVEY

(See attached)

