

**WHEN RECORDED RETURN TO:**

SONRISE BAPTIST CHURCH  
3550 SOUTH 4400 WEST STREET  
WEST VALLEY CITY, UT 84120

**14064768 B: 11397 P: 284 Total Pages: 11**  
**01/20/2023 03:41 PM By: CSelman Fees: \$40.00**  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: FIRST AMERICAN TITLE INSURANCE COMPANY - NCS SA  
215 S STATE ST STE 380 SALT LAKE CITY, UT 841112371

**MAIL TAX NOTICES TO:**

SONRISE BAPTIST CHURCH  
3550 SOUTH 4400 WEST STREET  
WEST VALLEY CITY, UT 84120

EXTRA SPACE PROPERTIES TWO LLC  
c/o Extra Space Storage Inc.  
PO BOX 71870  
SALT LAKE CITY, UTAH 84171  
Attention: Julie Teerlink

Tax Parcels: 15-31-126-130; 15-31-126-131

---

**BOUNDARY LINE AGREEMENT**

THIS BOUNDARY LINE AGREEMENT (this "Agreement") is entered into to be effective as of the 11 day of JANUARY, 2023, by and among: SONRISE BAPTIST CHURCH, a Utah non-profit corporation ("**Sonrise**"), whose address is 3550 South 4400 West Street, West Valley City, UT 84120; and EXTRA SPACE PROPERTIES TWO LLC, a Delaware limited liability company ("**Extra Space**"), whose address is 4537 West 3500 South Street, West Valley City, Utah 84120. Sonrise and Extra Space are sometimes referred to herein singularly as a "**Party**" and collectively as the "**Parties**" with respect to the following:

A. Sonrise owns a certain parcel of real property located in Salt Lake County, Utah, identified as Tax Parcel No. 15-31-126-130 and more particularly described on Exhibit A attached hereto and made a part hereof (the "**Sonrise Property**").

B. Extra Space owns a certain parcel of real property located in Salt Lake County, Utah, identified as Tax Parcel No. 15-31-126-131 and more particularly described on Exhibit B attached hereto and made a part hereof (the "**Extra Space Property**").

C. The Sonrise Property is contiguous to the Extra Space Property (together the "**Parcels**"). The Extra Space Property is sometimes referred to herein as an "**Adjacent Parcel**."

D. The existing boundary line is not necessarily ambiguous, uncertain or disputed; rather, this Boundary Line Agreement is made by agreement of all Parties to clarify historical legal descriptions showing overlaps and/or gaps among the Parcels.

E. To avoid any conflicts that may arise in the future, the Parties are entering into this Agreement to formally acknowledge and establish that the boundary line between their respective Parcels in accordance with the terms of this Agreement shall be the line described in

FIRST AMERICAN TITLE CO.  
ACCOMMODATION RECORDING ONLY

Exhibit C attached to this Agreement and made a part hereof (the “**Boundary Line**”). The location of the Boundary Line and the Parcels are depicted on the drawing attached to this Agreement and made a part hereof as Exhibit F.

F. In conjunction with the preparation of this Agreement, an ALTA/NSPS Land Title Survey (the “**Survey**”) was prepared that shows the location of the Sunrise Property and the Adjacent Parcel and the location between such Parcels requiring a boundary line agreement, which Survey was prepared by Justin Lundberg of Focus Engineering and Surveying, LLC and was filed with the Salt Lake County Surveyor as File No. S2022-08-0562.

NOW, THEREFORE, in consideration of the foregoing Recitals, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual covenants and promises hereinafter set forth, the Parties agree as follows:

1. Accuracy of Recitals. The recitals set forth above are true, correct and complete in all material respects.
2. Boundary Lines. Pursuant to Section 10-9a-524 of the Utah Code, the Parties hereby covenant and agree that from and after the date of this Agreement, the Boundary Line between the Parcels shall follow the legal description set forth on Exhibit C attached hereto. Each Party hereto shall have the right to enjoy its respective parcel up to the Boundary Line.
  - (a) To conform the legal descriptions of each of the Parcels to the Boundary Line, (i) Sunrise hereby quitclaims to Extra Space any and all of Sunrise’s right, title and interest in and to the real property lying west of and contiguous to the Boundary Line as described on Exhibit C attached hereto; and (ii) Extra Space hereby quitclaims to Sunrise any and all of Extra Space’s right, title and interest in and to the real property lying east of and contiguous to the Boundary Line.
3. Resulting Legal Descriptions. Giving effect to this Agreement, the Parties hereby covenant and agree that from and after the date of this Agreement the resulting legal description for the Sunrise Property will be that which is described in the attached Exhibit D, and the resulting legal descriptions of the Trinity Property will be that which is described in the attached Exhibit E.
4. Integration; Modification. This Agreement contains the entire agreement between the Parties with respect to the matters set forth herein. This Agreement may be modified or amended only with the unanimous written agreement of the Parties, their successors and assigns.
5. Duration; Rights Run With the Land; Binding Effect. This Agreement and the 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 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 encumbrance, lien, judgment, easement, lease or other right affecting, the

Parcels, or any portion of the Parcels, or any change of use, demolition, reconstruction, expansion or other circumstances.

6. Further Action. The Parties shall execute and deliver all documents, provide all information, and take or forebear from taking all action as may be necessary or appropriate to achieve the purpose of this Agreement.

7. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

8. Interpretation. The paragraph headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Agreement shall include the plural, and the use of the plural in this Agreement shall include the singular, where the context is otherwise appropriate.

9. Severability. In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant or other provision herein contained. If such condition, covenant or other provisions shall be deemed invalid due to its scope or breadth, such condition, covenant or other provision shall be deemed valid to the extent of the scope and breadth permitted by law.

10. Attorneys' Fees. In the event it becomes necessary for either Party or its successors and assigns to employ the service of an attorney in order to enforce such Party's rights under this Agreement with respect to the other Party hereto or its successors and assigns, either with or without litigation, the non-prevailing Party in such controversy shall pay to the prevailing Party reasonable attorneys' fees and, in addition, such costs and expenses as are incurred by the prevailing Party in enforcing such Party's rights under this Agreement.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, by facsimile transmission, by email or otherwise, shall be deemed an original, but all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, this Boundary Line Agreement is executed to be effective as of the day and year first above written.

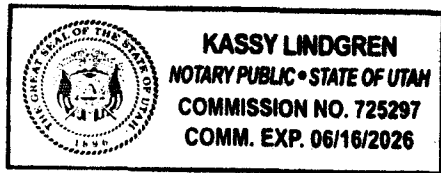
*[signature page(s) to follow]*

SONRISE BAPTIST CHURCH, a Utah non-profit corporation

By: [Signature]  
Its: Senior Pastor

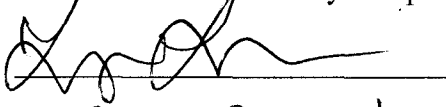
STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me this 11 day of January, 2023, by Christopher Thompson in their capacity as Senior Pastor of SONRISE BAPTIST CHURCH, a Utah non-profit corporation.



[Signature]  
NOTARY PUBLIC

EXTRA SPACE PROPERTIES TWO LLC, a  
Delaware limited liability company

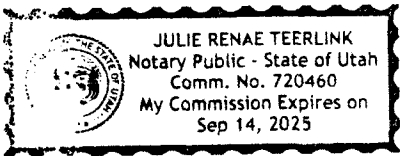


By: Gwyn G. McNeal

Its: Manager

STATE OF UTAH )  
 )  
 ) : ss.  
COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of January,  
~~2022~~, by Gwyn G. McNeal in their capacity as Manager of EXTRA SPACE  
PROPERTIES TWO LLC, a Delaware limited liability company.



  
NOTARY PUBLIC

**EXHIBIT A**  
**TO**  
**BOUNDARY LINE AGREEMENT**

(LEGAL DESCRIPTION OF THE SONRISE PROPERTY)

Beginning at a point on the Southerly line of 3500 South Street which is South 89°58'19" West 607.18 feet and South 00°02'42" East 350 feet from the North quarter corner of Section 31, Township 1 South, Range 1 West, Salt Lake Meridian and running thence South 00°02'42" West 10 feet; thence South 89°56'19" West 106.344 feet; thence South 00°02'42" East 315.0 feet; thence North 89°56'19" East 680.524 feet to the Westerly line of 4400 West Street; thence North 00°02'42" West 325.0 feet along the Westerly line of 4400 West Street; thence South 89°56'19" West 574.18 feet to the point of beginning.

**EXHIBIT B**  
**TO**  
**BOUNDARY LINE AGREEMENT**

(LEGAL DESCRIPTION OF THE EXTRA SPACE PROPERTY)

BEGINNING AT A POINT LOCATED EAST ALONG SECTION LINE 1711.99 FEET AND SOUTH 40.00 FEET FROM THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE EAST 59.50 FEET; THENCE SOUTH 210.00 FEET; THENCE EAST 155.00 FEET; THENCE SOUTH 532.57 FEET TO THE CENTER OF A CANAL; THENCE NORTH 69°45' WEST 228.63 FEET TO A POINT DUE SOUTH FROM THE POINT OF BEGINNING; THENCE NORTH 663.44 FEET TO THE BEGINNING.

**EXHIBIT C**  
**TO**  
**BOUNDARY LINE AGREEMENT**

(LEGAL DESCRIPTION OF THE BOUNDARY LINE)

A LINE BEING LOCATED IN THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN WEST VALLEY CITY, SALT LAKE COUNTY, UTAH; AND BEING DESCRIBED BY SURVEY AS FOLLOWS:

COMMENCING AT A POINT LOCATED S89°56'19"W 607.08 FEET ALONG THE 1/4 SECTION LINE AND S0°03'41"E 350.00 FEET FROM THE NORTH 1/4 CORNER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S00°02'42"W 10.00 FEET; THENCE S89°56'19"W 114.19 FEET TO THE EASTERLY BOUNDARY LINE OF THE PROPERTY DESCRIBED IN SPECIAL WARRANTY DEED ENTRY NO. 12581313 ON FILE AND RECORDED ON JULY 25<sup>TH</sup>, 2017 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER AND THE TRUE POINT OF BEGINNING OF THE AGREED UPON LINE; THENCE S00°03'41"E 314.91 FEET ALONG SAID LINE TO THE END OF THE AGREED UPON LINE.



**EXHIBIT D**  
**TO**  
**BOUNDARY LINE AGREEMENT**

(LEGAL DESCRIPTION OF THE SONRISE PROPERTY AFTER ADJUSTMENT)

A PART OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN WEST VALLEY CITY, SALT LAKE COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S89°86'19"W 607.08 FEET ALONG THE 1/4 SECTION LINE AND S0°03'41"E 350.00 FEET FROM THE NORTH 1/4 CORNER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, THENCE N89°56'19"E TO AND ALONG THE FOLLOWING DEEDS: QUIT CLAIM DEED ENTRY NO. 6567748 ON FILE AND RECORDED ON FEBRUARY 7<sup>TH</sup>, 1997 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; WARRANTY DEED ENTRY NO. 10544702 ON FILE AND RECORDED ON OCTOBER 20<sup>TH</sup>, 2008 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; SPECIAL WARRANTY DEED ENTRY NO. 12957516 ON FILE AND RECORDED ON MARCH 28<sup>TH</sup>, 2019 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, FOR 573.98 FEET TO THE WESTERLY RIGHT OF WAY LINE OF 4400 WEST STREET & THE EASTERLY BOUNDARY LINE OF WESTHAMPTON P.U.D., ENTRY NO: 3149642 ON FILE AND RECORDED AUGUST 8<sup>TH</sup> 1978 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE ALONG SAID LINE S00°02'42"E 324.91 FEET TO A REBAR & CAP MARKED LS #4861; THENCE CONTINUING ALONG THE SOUTHERLY LINE OF SAID WESTHAMPTON P.U.D. S89°56'19"W 688.09 FEET TO THE EASTERLY BOUNDARY LINE OF THE PROPERTY DESCRIBED IN SPECIAL WARRANTY DEED ENTRY NO. 12581313 ON FILE AND RECORDED ON JULY 25<sup>TH</sup>, 2017 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE CONTINUING ALONG SAID DEED N00°03'41"W 314.91 FEET; THENCE N89°56'19"E 114.19 FEET; THENCE N00°02'42"E 10.00 FEET TO THE POINT OF BEGINNING.

**EXHIBIT E**  
**TO**  
**BOUNDARY LINE AGREEMENT**

(LEGAL DESCRIPTION OF THE EXTRA SPACE PROPERTY AFTER ADJUSTMENT)

BEGINNING AT A POINT LOCATED EAST ALONG SECTION LINE 1711.99 FEET AND SOUTH 40.00 FEET FROM THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE EAST 59.50 FEET; THENCE SOUTH 210.00 FEET; THENCE EAST 155.00 FEET; THENCE SOUTH 532.57 FEET TO THE CENTER OF A CANAL; THENCE NORTH 69°45' WEST 228.63 FEET TO A POINT DUE SOUTH FROM THE POINT OF BEGINNING; THENCE NORTH 663.44 FEET TO THE BEGINNING.

LESS AND EXCEPTING ANY PORTION OF THE ABOVE LAND LYING EAST OF, AND TOGETHER WITH THE LAND LYING WEST OF AND CONTIGUOUS TO, THE FOLLOWING DESCRIBED LINE:

A LINE BEING LOCATED IN THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN WEST VALLEY CITY, SALT LAKE COUNTY, UTAH; AND BEING DESCRIBED BY SURVEY AS FOLLOWS:

COMMENCING AT A POINT LOCATED S89°56'19"W 607.08 FEET ALONG THE 1/4 SECTION LINE AND S0°03'41"E 350.00 FEET FROM THE NORTH 1/4 CORNER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S00°02'42"W 10.00 FEET; THENCE S89°56'19"W 114.19 FEET TO THE EASTERLY BOUNDARY LINE OF THE PROPERTY DESCRIBED IN SPECIAL WARRANTY DEED ENTRY NO. 12581313 ON FILE AND RECORDED ON JULY 25TH, 2017 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER AND THE TRUE POINT OF BEGINNING OF THE AGREED UPON LINE; THENCE S00°03'41"E 314.91 FEET ALONG SAID LINE TO THE END OF THE AGREED UPON LINE.

# EXHIBIT F TO BOUNDARY LINE AGREEMENT (DRAWING OF THE SUBJECT PROPERTY)

