

BOUNDARY LINE AGREEMENT & MUTUAL QUIT CLAIM DEED

This Boundary Line Agreement and Mutual Quit Claim Deed (the "Agreement") is made this 27th day of AUGUST, 2024, by and between JF Bonneville Apartments, LLC, a Utah limited liability company ("Owner One") of 1216 W. Legacy Crossing Blvd., Ste. 150, Centerville, UT 84014, and Gardner JFGHB Holdings, L.C., a Utah limited liability company ("Owner Two – Gardner") of 201 S. Main Street, Ste. 2000, Salt Lake City, UT 84111 and F4 Properties, LLC, a Utah limited liability company ("Owner Two – JF" and together with Owner Two – Gardner collectively, "Owner Two") of 1216 W. Legacy Crossing Blvd., Ste. 150, Centerville, UT 84014 (Owner One and Owner Two are collectively referred to as the "Parties").

RECITALS

- A. The Parties are the owners of record of adjoining parcels or lots within Salt Lake City, Salt Lake County, Utah. Owner One currently owns property at 252 S. 500 E., Salt Lake City, Utah, which is further described on Exhibit A. Owner two currently owns property at 249 S. – 253 S. 400 E., Salt Lake City, Utah, which is further described on Exhibit B.
- B. The Parties have discussed the mutual advantages to be derived through the relocation of their common boundary line and are interest in establishing written evidence of their agreement.
- C. The Parties have reviewed and approved a revised description of their respective boundary which has been prepared in accordance with the terms of this Agreement regarding the identification, alteration, or correction of their common boundary line. Attached hereto as Exhibit C which contains a description of the line that the Parties have each agreed to as their new common dividing line.
- D. By entering into this Agreement, the Parties do not intend to create any new lot, dwelling unit, or remnant parcel. The Parties also do not intend that this Agreement be construed to result in violation of any currently applicable Salt Lake City zoning requirements or land use ordinance.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner One and Owner Two hereby covenant and agree as follows:

1. Owner One hereby quit claims and conveys to Owner Two all that property lying East of the boundary line as described in Exhibit C, of which the Parties have interest.
2. The new legal descriptions of the lots or parcels created by this Agreement and the adoption of the new common boundary line are attached hereto. Exhibit D contains the new legal description for the property owned by Owner One. Exhibit E contains the new legal description for the property owned by Owner Two.

14281174 B: 11514 P: 3057 Total Pages: 13
08/28/2024 01:25 PM By: mpalmer Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: J FISHER COMPANIES
1216 W LEGACY CROSSING BLVD STE 300CENTERVILLE, UT 84014

3. All improvements hereafter constructed or installed by the Parties on their respective sides of the boundary line shall be placed in a manner that will preclude encroachments over the new common boundary line created by this Agreement.
4. The Parties represent that all mortgages, deeds of trust, or other financial obligations previously secured against their respective properties, as described in Exhibits A and B, have been released or re-conveyed of record prior to or at the time of the recording of this Agreement, or that the beneficiary of any deed of trust or other financial obligations has consented to the recording of this Agreement.
5. The terms of this Agreement shall run with the land and shall be binding up on all the parties claiming by, through or under the Parties including, but not limited to, their purchasers, successors, assigns and lenders.
6. All easements of use or of record in existence on the date of this Agreement affecting, burdening or benefitting the Parties' properties shall remain in force and effect.
7. The terms of this Agreement represent the final and complete understanding of the Parties with respect to the issues described herein. Said terms incorporate and supersede all prior verbal and written representations, discussions and understandings between the Parties.
8. In the event of a default in the terms of this Agreement or a disagreement as to the interpretation or implementation of said terms, the party alleging a default shall be entitled to bring an action in an appropriate court and shall be further entitled to recover, in addition to all other relief sought, reasonable attorney's fees and court costs.

[Remainder of page left intentionally blank. Additional pages follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

OWNER ONE

JF Bonneville Apartments, LLC
a Utah limited liability company

By: JF Bonneville Manager, LLC,
a Utah limited liability company

By: JF Properties, LLC
Its: Manager

By: J. Fisher Companies, LLC
Its: Manager

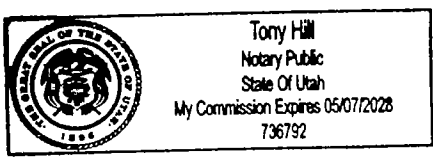
By: 
Name: Owen Fisher
Its: Manager

STATE OF UTAH)
 §
COUNTY OF DAVIS)

On this 26 day of AUGUST, 2024, personally appeared before me, Owen Fisher, who being by me duly sworn did say that he is the Manager of J. Fisher Companies, LLC, a Utah limited liability company, the Manager of JF Properties, LLC, a Utah limited liability company, the Manager of JF Bonneville Manager, LLC, a Utah limited liability company, the Manager of JF Bonneville Apartments, LLC, a Utah limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company, and he acknowledged to be that said limited liability company executed the same.



NOTARY PUBLIC



OWNER TWO – GARDNER

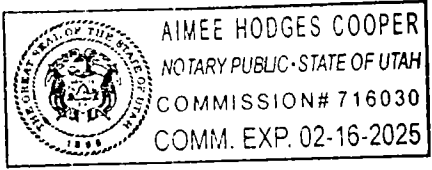
Gardner JFGHB Holdings, L.C.,
a Utah limited liability company

By: Christian Gardner
Name: Christian Gardner
Its: Manager

STATE OF UTAH)
 §
COUNTY OF SALT LAKE)

On this 27th day of AUGUST, 2024, personally appeared before me, Christian Gardner, who being by me duly sworn did say that he is the Manager of Gardner JFGHB Holdings, L.C., a Utah limited liability company and that the foregoing instrument was signed in behalf of said limited liability company, and he acknowledged to be that said limited liability company executed the same.

Aimee Hodges Cooper
NOTARY PUBLIC



OWNER TWO - JF

F4 Properties, LLC,
a Utah limited liability company

By: 
Name: Owen Fisher
Its: Manager

STATE OF UTAH)
)
 §
)
COUNTY OF DAVIS)

On this 26 day of AUGUST, 2024, personally appeared before me, Owen Fisher, who being by me duly sworn did say that he is the Manager of F4 Properties, LLC, a Utah limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company, and he acknowledged to be that said limited liability company executed the same.



NOTARY PUBLIC

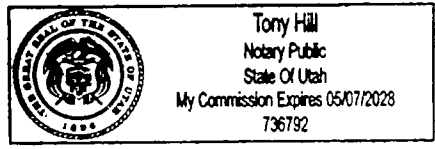


EXHIBIT A

Property Owned by Owner One

PARCEL: 16-06-253-029

Beginning at a point 135 feet West from the Northeast corner of Lot 8, Block 48, Plat B, Salt Lake City Survey and running thence West 195 feet; thence South 5 rods; thence West 10 rods; thence South 5 rods; thence East 10 rods; thence North 2.5 rods; thence East 60 feet; thence South 2.5 rods; thence East 270 feet; thence North 110 feet; thence West 135 feet; thence North 55 feet to the point of beginning.

EXHIBIT B

Property Owned by Owner Two

PARCEL: 16-06-253-019

Commencing at the Northwest corner of Lot 3, Block 48, Plat "B", Salt Lake City Survey, and running thence East 20 rods; thence South 5 rods; thence West 20 rods; thence North 5 rods to the point of beginning.

EXHIBIT C

Proposed New Legal Description of Area to be Transferred

AREA TO BE DEEDED FROM PARCEL: 16-06-253-029 TO PARCEL: 16-06-253-019

Beginning at a point being South 89°58'19" West, 24.90 feet from the Southeast Corner of Lot 3, Block 48, Plat "B", Salt Lake City Survey; said point also being South 89°58'07" West, along a monument line, 419.39 feet and North 00°01'53" West, 229.39 feet from a street monument located at the intersection of 300 South Street and 500 East Street; and running thence South 89°58'19" West, 140.17 feet; thence North 00°05'27" West, 82.52 feet; thence North 89°58'19" East, 140.17 feet; thence South 00°05'20" East, 82.52 feet to the point of beginning.

Contains: 11,567 Sq. Ft. (or 0.27 Acres)

EXHIBIT D

Proposed New Legal Description for Owner One

NEW PARCEL: 16-06-253-029

Beginning at a point being South 89°58'19" West, 135.05 feet from the Northeast Corner of Lot 8, Block 48, Plat "B", Salt Lake City Survey; said point also being South 89°58'07" West, along a monument line, 199.56 feet and North 00°01'53" West, 394.42 feet from a street monument located at the intersection of 300 South Street and 500 East Street; and running thence South 00°05'07" East, 55.01 feet; thence North 89°58'19" East, 135.05 feet to a point on the westerly right-of-way line of 500 East Street; thence South 00°05'07" East, along said westerly right-of-way line, 110.03 feet; thence South 89°58'19" West, 270.12 feet; thence North 00°05'20" West, 41.26 feet; thence South 89°58'18" West, 60.02 feet; thence South 00°05'20" East, 41.26 feet; thence South 89°58'19" West, 24.90 feet; thence North 00°05'20" West, 82.52 feet; thence North 89°58'19" East, 24.90 feet; thence North 00°05'20" West, 82.52 feet; thence North 89°58'19" East, 195.10 feet to the point of beginning.

Contains: 46,637 Sq. Ft. (or 1.07 Acres)

Exhibit E

Proposed New Legal Description for Owner Two

NEW PARCEL: 16-06-253-017

Beginning at a point being South 89°58'19" West, 24.90 feet from the Southeast Corner of Lot 3, Block 48, Plat "B", Salt Lake City Survey; said point also being South 89°58'07" West, along a monument line, 419.39 feet and North 00°01'53" West, 229.39 feet from a street monument located at the intersection of 300 South Street and 500 East Street; and running thence South 89°58'19" West, 140.17 feet; thence North 00°05'27" West, 82.52 feet; South 89°58'19" West, 165.07 feet to a point on the easterly right-of-way line of 400 East Street; thence North 00°05'33" West, along said easterly right-of-way line, 82.52 feet; thence North 89°58'19" East, 330.15 feet; thence South 00°05'20" East, 82.52 feet; thence South 89°58'19" West, 24.90 feet; thence South 00°05'20" East, 82.52 feet to the point of beginning.

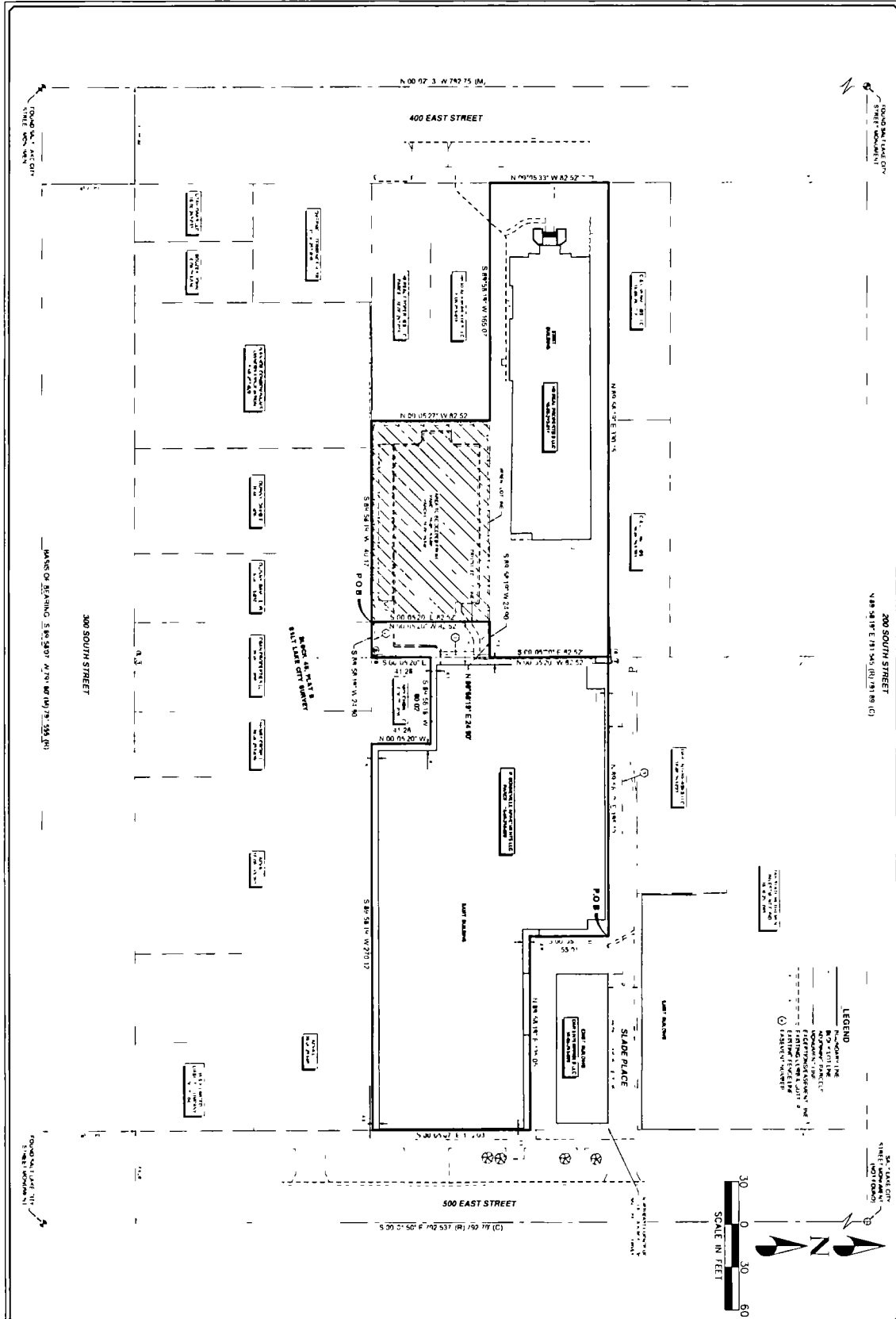
Contains: 38,811 Sq. Ft. (or 0.89 Acres)

252 S 500 E parcel

BEG 135 FT W FR NE COR LOT 8 BLK 48 PLAT B SLC SUR W 195 FT S 5 RDS W 10 RDS S 5 RDS E 10 RDS N 2.5 RDS E 60 FT S 2.5 RDS E 270 FT N 110 FT W 135 FT N 55 FT TO BEG 5301-0431 5316-0535 6128-1324 6220-1346 10078-2110

249 S 400 E parcel

COM AT NW COR LOT 3, BLK 48, PLAT B, SLC SUR; E 20 RDS; S 5 RDS; W 20 RDS; N 5 RDS TO BEG. 4324-0084 5462-0027 5973-18795973-1883 8373-7461



SHEET NO. 2/2
 DATE: 11/11/11
 PROJECT: JF BONNEVILLE APARTMENTS LLC

JF BONNEVILLE APARTMENTS LLC
 LOT LINE ADJUSTMENT
 252 SOUTH 500 EAST

CMT TECHNICAL SERVICES
 8210 SOUTH 300 WEST • SANDY UT 84670
 PHONE (801) 582 5521 • FAX (801) 582 2551
 SURVEYING • CIVIL ENGINEERING • TRANSPORTATION ENGINEERING
 GEOTECHNICAL ENGINEERING • CONSTRUCTION MANAGEMENT

DATE: 11/11/11
 DRAWN BY: CMT
 CHECKED BY: CMT
 SCALE: AS SHOWN

NO.	DESCRIPTION	DATE