

E# 3277936 PG 1 OF 15

LEANN H KILTS, WEBER CTY. RECORDER  
29-MAR-23 11:36 AM FEE \$40.00 DC  
REC FOR: KENNETH C. MILLER



\*W3277936\*

Mail Tax notes to:  
457 26th St LLC  
2444 Washington Blvd.  
Ogden, UT 84401

**BOUNDARY LINE AGREEMENT & MUTUAL QUIT CLAIM DEED**

10<sup>th</sup> This Boundary Line Agreement and Mutual Quit Claim Deed (the "Agreement") is made this FEB day of FEB, 2023, by and between 457 26<sup>th</sup> Street, LLC, (hereinafter referred to as "Owner One"); of 2444 Washington Blvd. Ogden, UT 84401, and 457 26<sup>th</sup> Street, LLC (hereinafter referred to as "Owner Two") of 2444 Washington Blvd. Ogden, UT 84401 (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 Ogden City, Weber County Utah. Owner One currently owns property at 457 26<sup>th</sup> Street, Ogden, Utah (parcel # 010100048), which is further described on Exhibit A. Owner Two currently owns property at 457 26<sup>th</sup> Street, Ogden, Utah (parcel # 010100055), 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 interested 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 Ogden 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 south and west of the Boundary Line as described in Exhibit C, and Owner Two hereby quit claims and conveys to Owner One all that property lying north and 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.
- 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 obligation has consented to the recording of this agreement.
5. The terms of this Agreement shall run with the land and shall be binding upon all 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.

**OWNER ONE**  
457 26<sup>th</sup> Street, LLC

**OWNER TWO**  
457 26<sup>th</sup> Street, LLC



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By: Thaine Fischer  
Its: Manager



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By: Thaine Fischer  
Its: Manager

**ACKNOWLEDGMENT**

STATE OF UTAH     )  
                                  :SS  
COUNTY OF Weber )

On this 10<sup>th</sup> day of February, 2023, personally appeared before me Thaine Fischer, manager of 457 26<sup>th</sup> Street, LLC, and that the foregoing instrument was signed on behalf of said entity, and he/she acknowledged to me that said entity executed the same.

  
\_\_\_\_\_

My Commission Expires:

10/28/2026

**NOTARY PUBLIC**

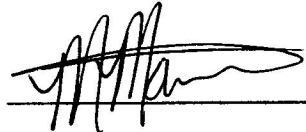
Residing in Weber County, Utah.



**ACKNOWLEDGMENT**

STATE OF UTAH     )  
                                  :SS  
COUNTY OF Weber )

On this 10<sup>th</sup> day of February, 2023, personally appeared before me Thaine Fischer, manager of 457 26<sup>th</sup> Street, LLC, and that the foregoing instrument was signed on behalf of said entity, and he/she acknowledged to me that said entity executed the same.

  
\_\_\_\_\_

My Commission Expires:

10/28/2026

**NOTARY PUBLIC**

Residing in Weber County, Utah.



**EXHIBIT A**

Property Owned by Owner One

(457 26<sup>th</sup> Street Ogden, UT 84401)

**Land Serial No. 010100048**

**All of Lot 9, Block 12, Plat "A", Ogden City Survey, according to the official plat thereof on file and of record in the office of the Weber County Recorder. Together with a right of way, as conveyed by that certain Warranty Deed, recorded September 26, 1945, as Entry No. 96900, in Book 216 at Page 461, being more particularly described as follows: A part of Lots 8 and 9, Block 12, Plat A, Ogden City Survey: Beginning at a point 6 feet East of the Northwest corner of said Lot 9, and running thence South 300 feet to the South line of said Lot 9; thence West 12 feet; thence North 330 feet to the North line of said Lot 8; thence East 12 feet to the place of beginning.**



**EXHIBIT B**

Property Owner by Owner Two

457 26<sup>th</sup> Street Ogden, UT 84401

**Land Serial No. 010100055**

**A part of Lot 10, Block 12, Plat A, Ogden City Survey; Beginning at a point 7 rods North of the Southeast corner of said Lot 10, and running thence North 89.5 feet to a point 40 feet North of the Southeast corner of the North half of said Lot 10; thence West 132 feet to the West line of said Lot; thence South 89.5 feet to a point West of beginning; thence East 132 feet to the place of beginning.**

**EXHIBIT C**

**New Common Boundary Line Description**

**A PART OF BLOCK 12, PLAT A, OGDEN CITY SURVEY BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF ADAMS AVENUE BEING LOCATED SOUTH 01°17'44" WEST 235.29 FEET ALONG THE CENTERLINE OF ADAMS AVENUE AND NORTH 90°00'00" WEST 49.51 FEET FROM THE OGDEN CITY SURVEY MONUMENT AT THE INTERSECTION OF 26TH STREET AND ADAMS AVENUE, SAID POINT ALSO BEING LOCATED ON THE GRANTEE'S EAST PARCEL LINE; RUNNING THENCE NORTH 88°42'30" WEST 158.32 FEET; THENCE NORTH 01°17'30" EAST 12.22 FEET; THENCE NORTH 88°42'30" WEST 106.18 FEET TO THE POINT OF TERMINATION, SAID POINT BEING ON THE GRANTEE'S WEST PARCEL LINE.**

**EXHIBIT D**

**New legal description for Owner One**

**457 26<sup>th</sup> Street Ogden, UT 84401**

**ADJUSTED PARCEL "A" BOUNDARY DESCRIPTION  
Land Serial No. 010100048**

**A PART OF BLOCK 12, PLAT A, OGDEN CITY SURVEY BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF ADAMS AVENUE BEING LOCATED SOUTH 01°17'44" WEST 235.29 FEET ALONG THE CENTERLINE OF ADAMS AVENUE AND NORTH 90°00'00" WEST 49.51 FEET FROM THE OGDEN CITY SURVEY MONUMENT AT THE INTERSECTION OF 26TH STREET AND ADAMS AVENUE; RUNNING THENCE NORTH 88°42'30" WEST 158.32 FEET; THENCE NORTH 01°17'30" EAST 12.22 FEET; THENCE NORTH 88°42'30" WEST 106.18 FEET; THENCE NORTH 01°18'03" EAST 174.71 FEET (RECORD BEARING NORTH) TO THE SOUTH RIGHT-OF-WAY LINE OF 26TH STREET; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE SOUTH 88°42'18" EAST 132.24 FEET (RECORD BEARING EAST 132 FEET); THENCE SOUTH 01°17'56" WEST 126.22 FEET (RECORD BEARING SOUTH); THENCE SOUTH 88°42'21" EAST 132.25 FEET (RECORD BEARING EAST 132 FEET) TO THE WEST RIGHT-OF-WAY LINE OF ADAMS AVENUE; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 01°17'44" WEST 60.69 FEET (RECORD BEARING SOUTH) TO THE POINT OF BEGINNING. CONTAINING 31,448 SQUARE FEET.**

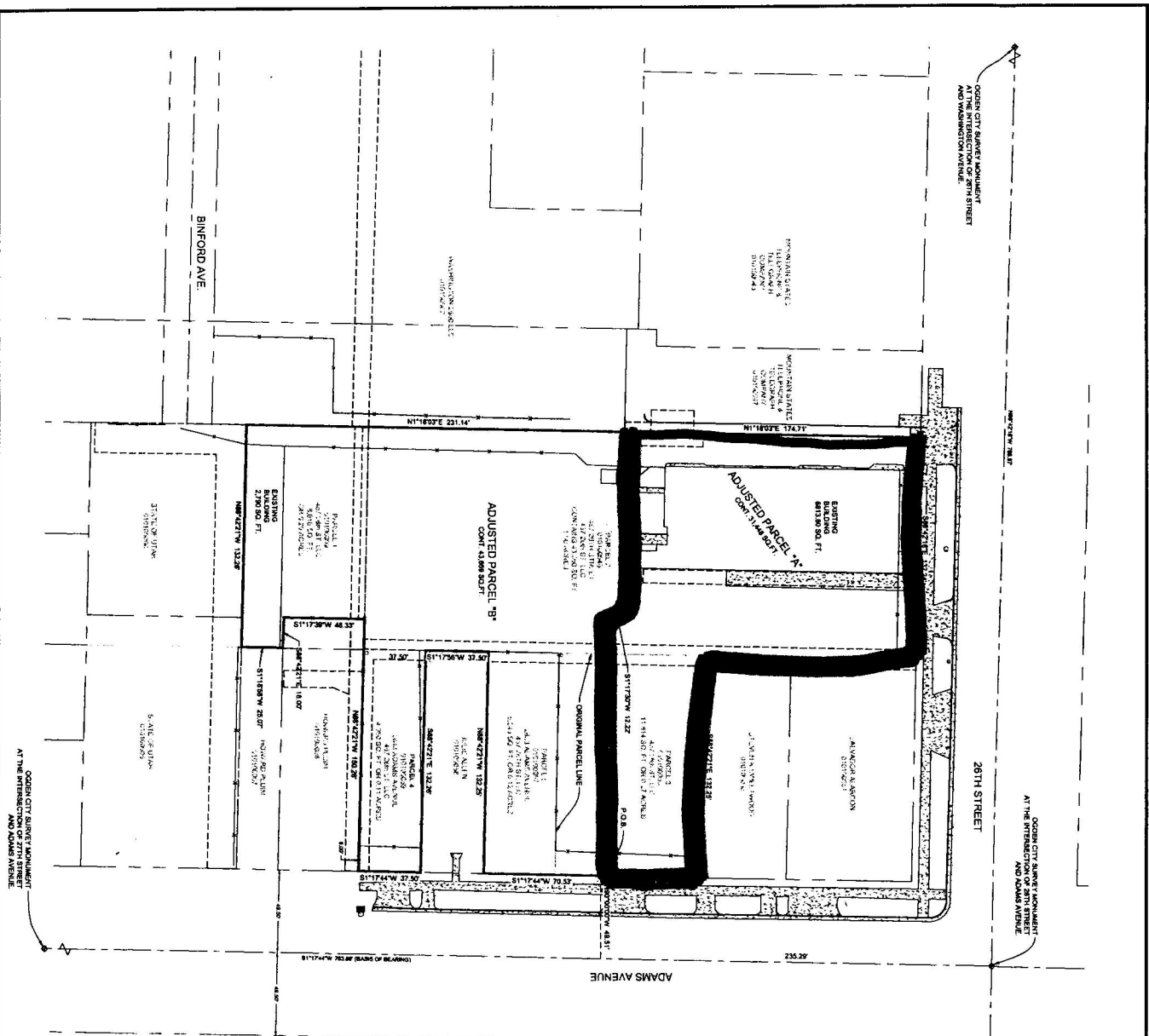
**EXHIBIT E**

**New legal description for Owner Two**

**457 26<sup>th</sup> Street Ogden, UT 84401**

**ADJUSTED PARCEL "B" BOUNDARY DESCRIPTION  
Land Serial No. 010100055**

**A PART OF BLOCK 12, PLAT A, OGDEN CITY SURVEY BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF ADAMS AVENUE BEING LOCATED SOUTH 01°17'44" WEST 235.29 FEET ALONG THE CENTERLINE OF ADAMS AVENUE AND NORTH 90°00'00" WEST 49.51 FEET FROM THE OGDEN CITY SURVEY MONUMENT AT THE INTERSECTION OF 26TH STREET AND ADAMS AVENUE; RUNNING THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 01°17'44" WEST 70.53 FEET (RECORD BEARING SOUTH); THENCE NORTH 88°42'21" WEST 132.25 FEET (RECORD BEARING WEST 132 FEET); THENCE SOUTH 01°17'56" WEST 37.50 FEET (RECORD BEARING SOUTH); THENCE SOUTH 88°42'21" EAST 132.26 FEET (RECORD BEARING EAST 132 FEET) TO SAID WEST RIGHT-OF-WAY LINE; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 01°17'44" WEST 37.50 FEET (RECORD BEARING SOUTH); THENCE NORTH 88°42'21" WEST 150.26 FEET (RECORD BEARING WEST); THENCE SOUTH 01°17'39" WEST 48.33 FEET (RECORD BEARING SOUTH 47 FEET 4 INCHES); THENCE SOUTH 88°42'21" EAST 18.00 FEET (RECORD BEARING EAST); THENCE SOUTH 01°18'58" WEST 25.07 FEET (RECORD BEARING SOUTH); THENCE NORTH 88°42'21" WEST 132.26 FEET (RECORD BEARING WEST 132 FEET); THENCE NORTH 01°18'03" EAST 231.14 FEET (RECORD BEARING NORTH); THENCE SOUTH 88°42'30" EAST 106.18 FEET; THENCE SOUTH 01°17'30" WEST 12.22 FEET; THENCE SOUTH 88°42'30" EAST 158.32 FEET TO THE POINT OF BEGINNING. CONTAINING 43,669 SQUARE FEET.**



**ADJUSTED PARCEL 'A' BOUNDARY DESCRIPTION**

A PART OF BLOCK 12, PART A, OGDEN CITY SURVEY, BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF ADAMS AVENUE BEING LOCATED SOUTH 01°17'42" WEST 238.29 FEET ALONG SURVEY MONUMENT AT THE INTERSECTION OF 28TH STREET AND ADAMS AVENUE, THENCE NORTH 89°00'00" WEST 186.32 FEET THENCE NORTH 01°17'42" WEST 122.22 FEET THENCE NORTH TO THE SOUTH RIGHT-OF-WAY LINE OF 28TH STREET, THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE WEST 182.82 FEET RECORD BEARING SOUTH 89°00'00" WEST 132.29 FEET RECORD BEARING EAST 122 FEET TO THE WEST RIGHT-OF-WAY LINE OF ADAMS AVENUE, THENCE ALONG SAID WEST RIGHT-OF-WAY LINE WEST 122 FEET TO THE POINT OF BEGINNING, CONTAINING 42,899 SQUARE FEET.

**ADJUSTED PARCEL 'B' BOUNDARY DESCRIPTION**

A PART OF BLOCK 12, PART A, OGDEN CITY SURVEY, BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF ADAMS AVENUE BEING LOCATED SOUTH 01°17'42" WEST 238.29 FEET ALONG SURVEY MONUMENT AT THE INTERSECTION OF 28TH STREET AND ADAMS AVENUE, THENCE NORTH 89°00'00" WEST 186.32 FEET THENCE NORTH 01°17'42" WEST 122.22 FEET THENCE NORTH TO THE SOUTH RIGHT-OF-WAY LINE OF 28TH STREET, THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE WEST 182.82 FEET RECORD BEARING SOUTH 89°00'00" WEST 132.29 FEET RECORD BEARING EAST 122 FEET TO THE WEST RIGHT-OF-WAY LINE OF ADAMS AVENUE, THENCE ALONG SAID WEST RIGHT-OF-WAY LINE WEST 122 FEET TO THE POINT OF BEGINNING, CONTAINING 42,899 SQUARE FEET.

**RECORD BOUNDARY DESCRIPTIONS**

Parcel 1 of Lot 12, Block 12, Part A, Ogdren City Survey, beginning at a point on the West Right-of-Way Line of Adams Avenue being located south 01°17'42" west 238.29 feet along survey monument at the intersection of 28th Street and Adams Avenue, thence north 89°00'00" west 186.32 feet thence north 01°17'42" west 122.22 feet thence north to the south right-of-way line of 28th Street, thence along said south right-of-way line west 182.82 feet record bearing south 89°00'00" west 132.29 feet record bearing east 122 feet to the west right-of-way line of Adams Avenue, thence along said west right-of-way line west 122 feet to the point of beginning, containing 42,899 square feet.

**ADJUSTED PARCEL 'A'**

ADJUSTED PARCEL 'A' CONTAINS 42,899 SQUARE FEET.

**ADJUSTED PARCEL 'B'**

ADJUSTED PARCEL 'B' CONTAINS 42,899 SQUARE FEET.

**ORIGINAL PARCEL LINE**

ORIGINAL PARCEL LINE CONTAINS 42,899 SQUARE FEET.

**EXISTING BUILDING**

EXISTING BUILDING CONTAINS 42,899 SQUARE FEET.

**LEGEND**

- WESBET COUNTY MONUMENT AS NOTED
- 81°37'24" N 40' 0" W
- 81°37'24" N 40' 0" W
- ORIGINAL MONUMENT BOUNDARY
- ADJACENT PARCEL
- SECTION LINE
- EXISTING BUILDING



**GARDNER ENGINEERING**  
CIVIL, LAND PLANNING  
MUNICIPAL LAND SURVEYING  
5150 SOUTH 1275 EAST OGDEN, UT  
OFFICE: 801-426-0262 FAX: 801-426-0066

**BOUNDARY ADJUSTMENT SURVEY FOR THAINE FISCHER**  
457 26TH STREET, OGDEN, UTAH  
LOCATED IN THE NORTHEAST QUARTER OF SECTION 32,  
TOWNSHIP 6 NORTH, RANGE 1 WEST, S.L.B. AND M.

DATE: 1/13/23  
DESIGN: [ ]  
DRAWN: [ ]  
CHECKED: [ ]  
DWG.: [ ]

S1  
1

E#3277936 Pg9of15



**QUIT CLAIM DEED AND AGREEMENT FOR DEVELOPMENT OF LAND**

(LOT COMBINATION)

This Agreement, for the development of land, hereinafter referred to as "this Agreement," entered into this 10<sup>th</sup> day of February, 2023, between Ogden City, a municipal corporation of the State of Utah, hereinafter referred to as "the City," and 457 26<sup>th</sup> Street, LLC, hereinafter referred to as "the Owner/Developer."

**RECITALS**

**WHEREAS**, the Owner/Developer is the owner of two or more continuous lots located gener- ally at 457 26<sup>th</sup> Street, Ogden City, County of Weber, State of Utah, hereinafter referred to as "the Lots," more particularly described as follows:

A portion of Lot 9, (parcel # 010100048) in Block 12 Plat A, a recorded subdivision in Ogden City, Weber County, Utah (address- 457 26<sup>th</sup> Street Ogden UT);

A portion of Lot 10 (parcel #010100055), in Block 12 Plat A, a recorded subdivision in Ogden City, Weber County, Utah (no address- attached to 457 26<sup>th</sup> Street Ogden UT);

Parcel # 010100009, in Block 12 Plat A, a recorded subdivision in Ogden City, Weber County, Utah (no address- attached to 457 26<sup>th</sup> Street Ogden UT);

Parcel # 010100057, in Block 12 Plat A, a recorded subdivision in Ogden City, Weber County, Utah (2633 Adams Ave. Ogden, UT); and

Parcel # 010100059, in Block 12 Plat A, a recorded subdivision in Ogden City, Weber County, Utah (2643 Adams Ave. Ogden, UT).

**WHEREAS**, the Owner/Developer has proposed a Lot Line Adjustment Parcels 010100048 and 010100055, as depicted in the attached subdivision survey.

**WHEREAS**, the legal description of the Lots is set forth in attached Exhibit "A".

**WHEREAS**, the Owner/Developer has proposed to develop the Lots in a manner where buildings or improvements to be constructed on the Lots would be in violation of the ordinances of the City if located on or within such proximity to the shared property lines located between the Lots;

**WHEREAS**, the City is willing to grant approval of such proposed development if the Lots are maintained in common ownership for as long as such buildings or improvements are located upon the Lots:

**NOW, THEREFORE**, the parties agree as follows:

1. The Owner/Developers, and its successors and assigns, hereby covenant and agree that the Lots, as described herein, shall hereinafter be held in single and common ownership, and may not be sold or conveyed as separate or individual lots to any third party, unless approved by the City. The covenant provided herein is a binding servitude on the Lots and the burdens and benefits thereof will be deemed to run with the Lots in perpetuity.

2. The City may approve separate ownership of the lots, resulting in a termination of this

Agreement, under the following occurrences:

a) The buildings or structures located on the Lots are subsequently constructed in a manner which does not

violate the ordinances of the City;

b) The buildings or structures located on or within such proximity to the shared property lines located between the Lots are demolished and removed from the site; or

c) The real property comprising the Lots is subsequently resubdivided in a manner where such buildings or structures would not violate the ordinances of the City.

3. If the City subsequently approves separate ownership of the Lots under paragraph 2, above, the City shall provide to the Owner/Developer, or its successor or assign, a notice of termination suitable for recording indicating that this Agreement is terminated and shall no longer have any force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, as of the day and year first hereinabove written.

**OGDEN CITY CORPORATION**

A Utah Municipal Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
City Recorder

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**OWNER/DEVELOPER**

**457 26<sup>th</sup> STREET, LLC**

By:   
\_\_\_\_\_  
Thaine Fischer, Its Manager

**ACKNOWLEDGEMENT**  
(City)

STATE OF UTAH     )  
                              : ss  
COUNTY OF WEBER)



On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, the \_\_\_\_\_ and the signer(s) of the foregoing instrument who duly acknowledged to me that they executed the same.

NOTARY PUBLIC

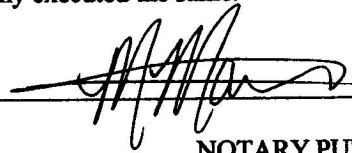
My Commission Expires: \_\_\_\_\_

Residing in \_\_\_\_\_ County

ACKNOWLEDGEMENT  
(Developer)

STATE OF UTAH )  
: ss  
COUNTY OF WEBER)

On this 10<sup>th</sup> day of February, 2023, personally appeared before me, ~~Thaine Fischer~~<sup>mm</sup> Thaine Fischer, who being by me duly sworn did say that he/she is the Manager of 457 26<sup>th</sup> Street, LLC, a Utah limited liability company, and that the foregoing instrument was signed on behalf of said company by authority of the company operating agreement, and he acknowledged to me that said company executed the same.



NOTARY PUBLIC

My Commission Expires: 10/29/2026

Residing in Weber County



**OGDEN CITY  
LOT LINE ADJUSTMENT APPLICATION  
LOT COMBINATION APPLICATION**

*Please print legibly and complete all areas:*

<b>Applicant Information</b>			
Name: 457 26 <sup>TH</sup> Street , LLC			
Address: 2444 Washington Blvd.	City: Ogden	State: UT	
Zip: 84401	Phone: 602 999-1855		
E-mail: thaine@fischer-regan.com			
<p><i>The purpose of a lot line adjustment is to relocate property boundary lines between adjoining lots with the consent of the owners of record. The purpose of a lot combination is to eliminate a boundary line(s) between two or more lots within the same subdivision that are held in common ownership.</i></p>			
<b>Submittal Checklist</b>			
The names and addresses of all property owners of record of the entire subdivision where the adjustment is taking place.			
<input type="checkbox"/> The names and addresses of all owners of record within 300 feet of the affected lots.			
<input type="checkbox"/> A copy of the proposed deed(s) of the lots as they would exist if the lot combination is approved.			
<input type="checkbox"/> The signatures indicating consent to the proposed change by all of the property owners of record where the lot line adjustment and lot combination will occur.			
<input type="checkbox"/> A copy of the Quit Claim Deed and agreement for development of land			
<input type="checkbox"/> The completed deed(s) provided by Ogden City with accompanying exhibits			
<input type="checkbox"/> Map/drawing showing existing lots and proposed lot after combination			
<input type="checkbox"/> FEE: \$100			
<b>When a lot line adjustment and lot combination can be considered:</b>			
<input type="checkbox"/> No new dwelling lot or housing unit results from the proposed lot combination.			
<input type="checkbox"/> The adjoining real property owners that are subject to the lot line adjustment and lot combination consent to the proposed adjustment and combination, and have signed the deed, to be recorded at the Weber County Recorder's office, effectuating said lot line adjustment and lot combination			
<input type="checkbox"/> The lot line adjustment and lot combination does not result in remnant land that did not previously exist; and			
<input type="checkbox"/> The lot line adjustment and lot combination does not result in violation of applicable zoning requirements			
<b><u>Petition</u></b>			
I/We, 457 26 <sup>th</sup> Street, LLC, the undersigned petitioners, petition for a lot line adjustment for the parcels located at 457 26 <sup>th</sup> Street Ogden, Utah, referred to as parcel number(s) 010100055, 010100048, as shown on the accompanying map.			
I/We, 457 26 <sup>th</sup> Street, LLC, the undersigned petitioners, request approval of deeds effecting a combination of 5 lots located at 457 26 <sup>th</sup> Street Ogden, Utah, 2633 Adams Ave. Ogden Utah, and 2643 Adams Ave.			
Ogden, UT			
referred to as parcel number(s) 010100009, a portion of 010100048, a portion of 010100055, 010100057, 010100059, as shown on the accompanying map.			
<b>Name</b>	<b>Signature</b>	<b>Date</b>	<b>Address</b>
457 26 <sup>th</sup> Street, LLC	<i>Thaine J. Fischer</i>	2/9/2023	2444 Washington Blvd. Ogden, UT 84401



**Staff Use Only**

**Conditions of Approval:**

Approved:

Barton Brierley 3/28/2023  
Community Economic Development Director or his designee date

J-N-1 3/28/23  
City Engineer date

[Signature] 3/24/2023  
City Attorney date

**OGDEN CITY APPROVAL**

This lot line adjustment and lot combination effected in the above deed(s) is hereby approved by the Community Economic Development Director or Director's Designee of Ogden City, in accordance with the Ogden City Ordinance and the requirements of State law, this 28th day of March 2023

ATTEST:

Marcy Hansen  
City Recorder

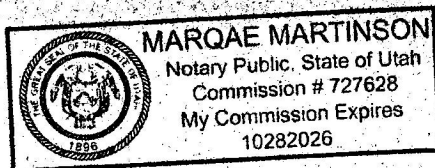


OGDEN CITY, a Utah municipal corporation  
Barton Brierley 3/28/2023  
Community Economic Development Director or Director's designee

**ACKNOWLEDGEMENT**

STATE OF UTAH )  
                          : §  
COUNTY OF WEBER)

On this 28th day of March, 2023, personally appeared before me Barton Brierley Community Economic Development Director or Director's Designee, and the City Recorder, the signer(s) of the foregoing instrument who duly acknowledged to me that they executed the same.



[Signature]  
NOTARY PUBLIC

My Commission Expires: 10/29/2026  
Residing in Webster County, Utah.

**EXHIBIT A**

**ADJUSTED PARCEL "B" BOUNDARY DESCRIPTION**

A PART OF BLOCK 12, PLAT A, OGDEN CITY SURVEY BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF ADAMS AVENUE BEING LOCATED SOUTH 01°17'44" WEST 235.29 FEET ALONG THE CENTERLINE OF ADAMS AVENUE AND NORTH 90°00'00" WEST 49.51 FEET FROM THE OGDEN CITY SURVEY MONUMENT AT THE INTERSECTION OF 26TH STREET AND ADAMS AVENUE; RUNNING THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 01°17'44" WEST 70.53 FEET (RECORD BEARING SOUTH); THENCE NORTH 88°42'21" WEST 132.25 FEET (RECORD BEARING WEST 132 FEET); THENCE SOUTH 01°17'56" WEST 37.50 FEET (RECORD BEARING SOUTH); THENCE SOUTH 88°42'21" EAST 132.26 FEET (RECORD BEARING EAST 132 FEET) TO SAID WEST RIGHT-OF-WAY LINE; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 01°17'44" WEST 37.50 FEET (RECORD BEARING SOUTH); THENCE NORTH 88°42'21" WEST 150.26 FEET (RECORD BEARING WEST); THENCE SOUTH 01°17'39" WEST 48.33 FEET (RECORD BEARING SOUTH 47 FEET 4 INCHES); THENCE SOUTH 88°42'21" EAST 18.00 FEET (RECORD BEARING EAST); THENCE SOUTH 01°18'58" WEST 25.07 FEET (RECORD BEARING SOUTH); THENCE NORTH 88°42'21" WEST 132.26 FEET (RECORD BEARING WEST 132 FEET); THENCE NORTH 01°18'03" EAST 231.14 FEET (RECORD BEARING NORTH); THENCE SOUTH 88°42'30" EAST 106.18 FEET; THENCE SOUTH 01°17'30" WEST 12.22 FEET; THENCE SOUTH 88°42'30" EAST 158.32 FEET TO THE POINT OF BEGINNING. CONTAINING 43,669 SQUARE FEET