



\*W2960649\*

When Recorded, Mail To:  
Tim Charlwood  
PO Box 980400  
Park City, UT 84098

EB 2960649 PG 1 OF 2  
LEANN H KILTS, WEBER COUNTY RECORDER  
10-JAN-19 256 PM FEE \$24.00 DEP DC  
REC FOR: TIM CHARLWOOD

(Space above for Recorder's Use Only)

**BOUNDARY LINE AGREEMENT**

THIS BOUNDARY LINE AGREEMENT is made and entered into this 21 day of DECEMBER, 2018, by and between Sanctuary Ranch Utah, LLC a Utah limited liability company and Timothy P. Charlwood, also known as Timothy Patrick Charlwood ("Sanctuary/Charlwood"), and Kathy Sheppard Fryer as Trustees of the Vonelda Alice Erickson Sheppard Revocable Trust, dated December 4, 1998 ("Sheppard"). Sanctuary/Charlwood and Sheppard are sometimes referred to herein collectively as the "Parties," and individually as a "Party."

**RECITALS:**

A. Sanctuary/Charlwood is currently the owner in fee title of that certain property located in Weber County, State of Utah (the "Sanctuary/Charlwood Property"). The Sanctuary/Charlwood Property is more particularly described on Exhibit A, attached hereto and incorporated herein.

B. Sheppard is the owner in fee title of that certain property located adjacent to, and in part, directly east of, the Sanctuary/Charlwood Property (the "Sheppard Property"). The Sheppard Property is more particularly described on Exhibit B, attached hereto and incorporated herein.

C. The Parties desire to adjust the boundary between their respective properties to resolve a boundary dispute by entering into this Agreement pursuant to Section 57-1-45, U.C.A. (2012).

**TERMS AND CONDITIONS**

NOW THEREFORE, for the considerations of mutual agreement, \$10.00, and other good and valuable considerations of both parties, the receipt and sufficiency of which are hereby conclusively acknowledged, and for the purpose of permanently establishing the common legal and physical boundary line between the parcels described herein, it is hereby agreed as follows:

1. **Boundary Line.** Sanctuary/Charlwood and Sheppard agree that the boundary line between their respective properties shall be the following described lines:

See Exhibit C, attached hereto and incorporated herein.

The Agreed Boundary Line shall stand and be known as the common record description and boundary line between the eastern boundary of the Sanctuary/Charlwood Property and

western boundary of **Sheppard Property**, and the properties shall be modified to include the common boundary line.

2. **Quitclaim by Sanctuary/Charlwood.** Pursuant to Section 57-1-45, U.C.A. (2012) this Agreement acts "as a quitclaim deed and convey[s] all of each party's right, title, interest, and estate in property outside the agreed boundary line that had been the subject of the boundary dispute that led to the boundary line agreement."

3. **Duration; Rights Run with the Land; Binding Effect.** This Agreement and the Agreed 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 **Sanctuary/Charlwood** and **Sheppard**, and their respective successors, successors-in-title, heirs and assigns as to their respective parcels, or any portion of their respective parcels, 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 **Sanctuary/Charlwood Property** or the **Sheppard Property**, or any portion of either, or any change of use, demolition, reconstruction, expansion or other circumstances.

4. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Utah, without regard to conflict of laws principles. Venue for any legal proceedings shall be in Utah County, Utah.

5. **Representation/Authority of Signators.** The individuals who execute this Agreement on behalf of **Sheppard and Sanctuary/Charlwood** represent and warrant that he/she are duly authorized to execute this Agreement on behalf of **Sheppard and Sanctuary/Charlwood**, respectively, that **Sheppard** is the owner of the **Sheppard Property** and that **Sanctuary/Charlwood** is the owner of the **Sanctuary/Charlwood Property**, respectively, that the parties named are all the necessary and proper parties and the consent of any lenders, mortgagees, holders of deeds of trust, or lien holders is not required or necessary, that all trust approvals have been obtained, that no other signature, act or authorization is necessary to bind **Sheppard and Sanctuary/Charlwood**, respectively, to the provisions of this Agreement, and that this Agreement is binding on **Sheppard and the Sheppard Property and Sanctuary/Charlwood and the Sanctuary/Charlwood Property** respectively.

6. **Recording.** This Agreement shall be recorded with the Recorder's office of Davis County by **Sanctuary/Charlwood**.

7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

8. **Knowledge, Review and Interpretation.** The Parties, and each of them, acknowledge, declare, and agree, that: (i) they have consulted legal counsel about this Agreement, or have had the opportunity to do so and have voluntarily chosen not to do so; (ii)

they have had adequate time and opportunity to review the terms of this Agreement and have carefully read it; (iii) they are sophisticated parties that have negotiated this Agreement at arm's length, and accordingly, expressly waive any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it; and (iv) they intend to be legally bound to the provisions of this Agreement, which shall be interpreted in a reasonable manner to effect the purposes of this Agreement and intent of the Parties as outlined herein.

*[signatures and acknowledgments on the following page]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

Sanctuary Ranch Utah, LLC a Utah limited liability company

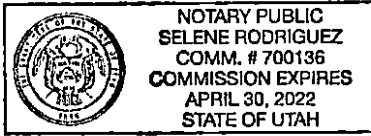
By: [Signature]  
Timothy P. Charlwood, Manager

By: [Signature]  
Timothy P. Charlwood, an Individual, also Known as Timothy Patrick Charlwood

STATE OF UTAH

COUNTY OF Summit.

On the 21 day of <sup>December</sup> ~~March~~ 2018, personally appeared before me Tim Charlwood, who acknowledged himself to be the Manager of Sanctuary Ranch Utah, LLC, a Utah Limited Liability Company, and that he he, as such manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained.



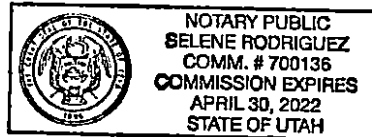
[Signature]  
Notary Public

STATE OF UTAH

COUNTY OF Summit.

The foregoing instrument was acknowledged before me this 21 day of <sup>December</sup> ~~March~~ by Timothy P. Charlwood also known as Timothy Patrick Charlwood

[Signature]  
Notary Public



**The Vonelda Alice Erickson Sheppard  
Revocable Trust dated December 4, 1998**

By: Kathy Sheppard Fryer  
Kathy Sheppard Fryer - Trustee

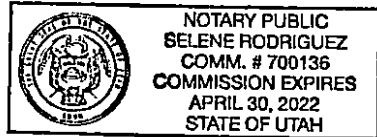
STATE OF UTAH

COUNTY OF

*December-*

On the 21<sup>st</sup> day of ~~March~~, 2018, personally appeared before me Kathy Sheppard Fryer  
, Trustee(s) of the Vonelda Alice Erickson Sheppard Revocable Trust, dated  
December 4, 1998, the signer(s) of the within instrument, who duly acknowledged to me that  
they executed the same pursuant to and in accordance with the powers vested in them by the  
terms of said Trust Agreement.

S. Rodriguez  
Notary Public



**Exhibit A****(Legal Description of Sanctuary/Charlwood Property)**

Commencing at the Southeast corner of the Southwest Quarter of Section 12, Township 6 North, Range 1 East, Salt Lake Base and Meridian, Thence 983.52 feet North 89°24'41" West 239.44 feet to the Northerly Right of Way line of 100 South Street, said point being the point of beginning and being on a point of non-tangent curvature of which the radius point lies South 34° 35'22" West; thence two (2) courses along said Northerly Right of Way line as follows: (1) Northwesterly along the arc of a 3,674.31 foot radius curve to the left a distance of 411.30 feet (Central Angle equals 06°24'49", and Long Chord bears North 58°37'03" West 411.09 feet) to a point of compound curvature; thence Northwesterly along the arc of a 568.69 foot radius curve to the left a distance of 51.86 feet (Central Angle equals 05°13'31", and Long Chord bears North 64°26'13" West 51.86 feet); Thence North 00°32'59" East 161.46 feet to the Extension of an Existing Fence line marking the Boundaries of Pineview Reservoir; thence North 71°15'00" East 326.43 feet along said Fence line; thence South 00°32'25" West 262.46 feet to the Section line; thence South 89°24'41" East 92.01 feet to the POINT OF BEGINNING ,  
Parcel 20-011-0005

**Exhibit B**

(Legal Description of Sheppard Property)

A part of the Northwest Quarter of Section 13, Township 6 North, Range 1 East Salt Lake Base and Meridian, U.S. Survey:

BEGINNING at a point 5 chains West of the Northeast corner of said Northwest Quarter of said Section 13; running thence South  $42^{\circ}09'28''$  West 634.79 feet, more or less to the centerline of a paved highway; thence North  $37^{\circ}45'$  West 191.73 feet, more or less and North  $60^{\circ}30'$  West 126.31 feet, more or less, along the centerline of said paved highway a point being distant North  $89^{\circ}22'$  West 653.4 feet and South 264 feet from the point of beginning; thence North 264 feet; thence South  $89^{\circ}22'$  East 653.4 feet to the point of BEGINNING.

Subject to all County Roads and Existing Right of Ways.

Parcel 02-014-0013

**Exhibit C**

(Legal Description of New Boundary Line)

A part of Section 13, Township 6, North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, Huntsville City, Weber County, Utah:

BEGINNING at a point on the Section Line which is 1013.80 Feet North  $89^{\circ}24'41''$  West from the Southeast Corner of the Southwest Corner of said Section 12 to an Existing Fence Line; and running thence along said Existing Fence Line South  $1^{\circ}46'50''$  West, 216.24 Feet to the North Right of Way line of 100 South Street