

MAIL TAX NOTICES TO:

BJS IV LLC
165 North 1330 West #D3
Orem, UT 84057

Kathleen Christensen
991 East Sunburst Lane
Alpine, UT 84004

File No.: 120974-DMY

ENT 204298:2020 PG 1 of 6
Jeffery Smith
Utah County Recorder
2020 Dec 21 04:07 PM FEE 40.00 BY SM
RECORDED FOR Cottonwood Title Insurance Agency, Inc.
ELECTRONICALLY RECORDED

BOUNDARY LINE AGREEMENT

In Reference to Tax ID Number(s):
11-045-0158, 11-049-0009 and 52-168-0014

Mail Tax Notices To:

Tax Parcel Nos:
11-049-0009, 11-045-0158 and 52-168-0014

(Space above for Recorder's Use Only)

**BOUNDARY LINE
AGREEMENT**

THIS BOUNDARY LINE AGREEMENT is made and entered into this _____ day of December, 2020, by and between BJS IV LLC, a Utah limited liability company (“**BJS**”) and KATHLEEN CHRISTENSEN (“**Christensen**”). BJS and Christensen are sometimes referred to herein collectively as the “**Parties**” and individually as a “**Party**.”

RECITALS

A. BJS currently owns that certain real property located in Utah County, State of Utah identified as Tax Parcel Nos. 11:045:0158 and 11:049:0009 (the “**BJS Property**”) pursuant to that certain Warranty Deed dated July 5, 2000 and recorded July 12, 2000 as Entry No. 54238-2000 in the Official Records of Utah County; and that certain Special Warranty Deed dated July 29, 1999 and recorded November 1, 1999 as Entry No. 116015-1999 in the Official Records of Utah County and as those parcels are further and more particularly described in those instruments.

B. Christensen currently owns that certain real property located in Utah County, State of Utah identified as Tax Parcel No. 52:168:0014 (the “**Christensen Property**”) pursuant to that certain Warranty Deed dated October 24, 2014 and recorded that same day as Entry No. 76460-2014 in the Official Records of Utah County and as further and more particularly described in that instrument. The Christensen Property is adjacent to the west of the BJS Property.

C. It is the understanding of the Parties that, due to an erroneous prior survey of the BJS Property which staked a straight line rather than using the natural boundary of an existing creek as was used to describe the Christensen Property and which the Parties have understood to be the actual, legal boundary, the property of the respective Parties as currently described of record overlaps on their common boundary.

D. The Parties thus desire to confirm and establish the official boundary of record between the BJS Property and the Christensen Property.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, 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, the Parties hereby agree as follows.

1. **Boundary Line.** The Parties agree that the boundary line between the BJS Property and the Christensen Property is and shall be the line described in Exhibit A attached hereto (the "**Boundary Line**"). The Boundary Line is depicted on that certain Record of Survey Map filed with the Utah County Surveyor as File No. 20-059 and is consistent with the current record legal description of the Christensen Property.

2. **Quitclaim.** BJS does hereby remise, release and quitclaim unto Christensen all real property lying west of the Boundary Line and Christensen does hereby remise, release and quitclaim unto BJS all real property lying east of the Boundary Line.


3. **New Legal Description.** Giving effect to this Boundary Line Agreement and the Boundary Line referred to and described herein, the revised legal description for the BJS Property is set forth on Exhibit B hereto.


4. **Recording.** The Parties agree to cause this Agreement to be recorded with the office of the Utah County Recorder.

5. **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.

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

BJS IV LLC, a Utah limited liability company

 By: Joan B. Shippen
Name: Joan B. Shippen, Stephen R. Shippen, David S. Shippen
Its: Manager

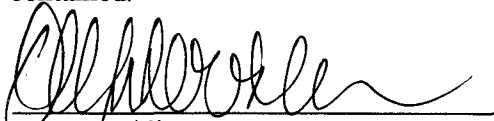

Kathleen Christensen

STATE OF UTAH

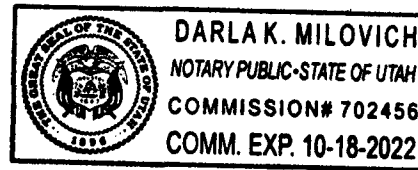
COUNTY OF Salt Lake

Joan B. Shippen
Stephen R. Shippen, +
David S. Shippen

On the 18 day of December, 2020, personally appeared before me _____ proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she, being authorized so to do, executed the foregoing instrument on behalf of BJS IV LLC, a Utah limited liability company, for the purposes therein contained.



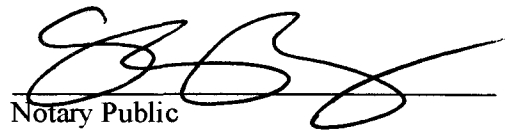
Notary Public



STATE OF UTAH

COUNTY OF UTAH

On the 15th day of December, 2020, personally appeared before me KATHLEEN CHRISTENSEN, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that she executed the foregoing instrument.



Notary Public

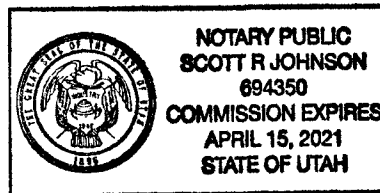


Exhibit A

(Legal Description of Boundary Line)

Beginning at a point which is S 89°52'59" W 1467.21 feet and South 0.18 feet from the Northeast Corner of Section 19, Township 4 South, Range 2 East, Salt Lake Base and Meridian to a point is the center of an existing creek; thence along said creek S 7°54'33" W 27.63 feet; thence S 31°40'48" E 34.75 feet; thence S 8°10'30" W 30.92 feet; thence S 25°50'10" W 36.24 feet; thence S 68°04'44" W 28.74 feet; thence S 26°54'48" W 51.52 feet; thence S 13°12'23" W 29.38 feet.

Exhibit B

(Legal Description of Revised BJS Property)

Beginning at the Northwest corner of Lot 1 of McNiel Subdivision, Plat "I" on file with the Utah County Recorder's Office, which point is South $89^{\circ}52'59''$ West 1343.59 feet from the Northeast Corner of Section 19, Township 4 South, Range 2 East, Salt Lake Base and Meridian; thence South $00^{\circ}33'20''$ West along the westerly line of Lots 1, 2 and 3 of said subdivision 383.06 feet; thence West along the northerly line of Lot 3 of said subdivision and Lot 2 of McNiel Subdivision, Plat "E" 213.43 feet to the easterly line of Shadow Mountain Estates Subdivision, Plat "A" of official records and the center of an existing creek; thence along said easterly line and along said creek the following twelve (12) courses; (1) North $17^{\circ}40'04''$ East 75.27 feet; thence North $07^{\circ}37'23''$ East 44.00 feet; thence North $10^{\circ}17'45''$ West 29.49 feet; thence North $13^{\circ}11'14''$ East 63.09 feet; thence North $26^{\circ}54'48''$ East 51.52; thence north $68^{\circ}04'44''$ East 28.74 feet; thence north $25^{\circ}50'10''$ East 36.24 feet; thence North $08^{\circ}10'30''$ East 30.92 feet; thence North $31^{\circ}40'48''$ West 34.75 feet; thence North $07^{\circ}54'33''$ East 57.65 feet; thence North $09^{\circ}45'39''$ West 55.71 feet; thence North $37^{\circ}56'40''$ East 21.15 feet; thence North $19^{\circ}43'41''$ West 31.08 feet to the southerly right of way line of Alpine Boulevard; thence along said right of way and along the arc of a 467.00 foot radius curve to the right 155.26 feet through a central angle of $19^{\circ}02'57''$, the chord bears South $76^{\circ}04'03''$ East 154.55 feet; thence South 92.88 feet to the northerly line of said McNiel Subdivision, Plat "I"; thence South $89^{\circ}52'59''$ West along said line 23.58 feet to the point of beginning.