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10/08/2014 08:10 AM \$28.00
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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
STOEL RIVES
201 S MAIN #1100
SLC UT 84111
BY: LHA, DEPUTY - WI 9 P.

RECORDERING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Stoel Rives LLP
Attn: Ron Moffitt
201 S. Main St., Suite 1900
Salt Lake City, Utah 83702

(Space Above For Recorder's Use)

CONFIRMATION OF EXISTING BOUNDARY AND FENCE LINE AGREEMENT

This CONFIRMATION OF EXISTING BOUNDARY AND FENCE LINE AGREEMENT (this "**Agreement**") is entered into as of the 24th day of September, 2014 by and between DAVID R. AND SUSAN B. SPAFFORD, husband and wife, and co-trustees of the Susan Bourne Spafford Trust, with a mailing address of 2750 E. Creek Crossing Lane, Holladay, Utah 84121 (hereinafter collectively, the "**Spaffords**"), and RICHARD L. WIRTHLIN, Trustee of the Wirthlin Family Life Insurance Trust dated May 25, 2007, and RICHARD LE GRAND WIRTHLIN, ESQ., Trustee of (1) the Wirthlin Family 2011 Qualified Personal Residence Trust No. 1 dated March 10, 2011, and (2) the Wirthlin Family 2011 Qualified Personal Residence Trust No. 2 dated March 10, 2011, with a mailing address of 26408 MacMillan Ranch Road, Santa Clarita, California 91387 (hereinafter collectively, "**Wirthlin**"). The Spaffords and Wirthlin are referred to herein collectively as the "**Parties**," and individually as a "**Party**."

A. Wirthlin owns certain residential real property located in Holladay City, Salt Lake County, State of Utah (the "**Wirthlin Property**"), as more particularly described in attached Exhibit A.

B. The Spaffords own certain other residential real property located in Holladay City, Salt Lake County, State of Utah, adjacent to the eastern boundary of the Wirthlin Property (the "**Spafford Property**"), as more particularly described in attached Exhibit B. The Wirthlin Property and the Spafford Property are sometimes collectively referred to herein as the "**Subject Properties**."

C. The Subject Properties share a common boundary along the eastern boundary of the Wirthlin Property and the western boundary of the Spafford Property, as more particularly described and generally depicted on attached Exhibit C (the "**Existing Boundary**").

D. Wirthlin desires to construct a fence along the Existing Boundary between the Subject Properties (the "**Boundary Fence**"). However, existing trees and other vegetation prevent the Boundary Fence from being constructed along the true alignment of the Existing Boundary between the Subject Properties without removing such vegetation.

E. The Spaffords and Wirthlin desire to allow the Boundary Fence be constructed along an alignment between the Subject Properties as close as possible to the Existing Boundary while preserving the trees and vegetation as much as possible, and acknowledge that in order to do so, portions of the Boundary Fence will depart from the alignment of the Existing Boundary, creating areas of encroachment on both the Wirthlin Property and the Spafford Property (collectively, the "**Encroaching Portions**").

F. By the execution hereof, Wirthlin and the Spaffords desire to acknowledge and confirm the Existing Boundary as the boundary between the Wirthlin Property and the Spafford Property, and to provide for reciprocal easements pertaining to the Encroaching Portions, subject to and in accordance with the terms and conditions of this Agreement.

AGREEMENT:

NOW, THEREFORE, to these ends and in consideration of the terms and conditions of this Agreement, together with the mutual benefits to be derived from this Agreement, the Parties agree as follows:

1. Confirmation of Existing Boundary; Quitclaim and Disclaimer. The Existing Boundary shall be, and, by the execution hereof, is, acknowledged and agreed by the Parties to be the correct common boundary between the Wirthlin Property and the Spafford Property, notwithstanding the location of the Boundary Fence. Further, consistent with the foregoing, (a) Wirthlin hereby disclaims and quitclaims any right, title or interest, including without limitation any prescriptive or implied rights, in and to any portion of the Spafford Property within the Encroaching Portions, and (b) the Spaffords hereby disclaim and quitclaim any right, title or interest, including without limitation any prescriptive or implied rights, in and to any portion of the Wirthlin Property within the Encroaching Portions.

2. Reciprocal Easement Relating to Encroaching Portions. Each Party hereby grants and conveys to the other Party a nonexclusive easement (the "***Reciprocal Easement***") to use any Encroaching Portion located on that other Party's respective side of the Boundary Fence, subject to the following conditions:

(a) Each Party shall have the right to maintain any Encroaching Portion located on its respective side of the Boundary Fence; and

(b) Each Party shall have the right to separate any Encroaching Portion from the remainder of that Party's respective property by the placement, at said Party's sole cost and expense, of a fence, wall or other barrier selected by said Party in its reasonable discretion.

3. Reciprocal Indemnification. Wirthlin shall indemnify, defend and hold harmless the Spaffords from and against any and all loss, cost, damage, injury or expense, including claims for death or injury to person or damage to property, and including without limitation attorney's fees and court costs, to the extent the same arise out of or in connection with the use of the Encroaching Portion of the Spafford Property on the Wirthlin's side of the Boundary Fence.

The Spaffords shall indemnify, defend and hold harmless Wirthlin from and against any and all loss, cost, damage, injury or expense, including claims for death or injury to person or damage to property, and including without limitation attorney's fees and court costs, to the extent the same arise out of or in connection with the use of the Encroaching Portion of the Wirthlin Property on the Spaffords' side of the Boundary Fence.

The indemnities set forth in this section shall be in addition to, and not in limitation of, any indemnification or other rights or remedies available to the Parties at law or in equity.

4. Termination. This Agreement shall terminate at any point in the future that, at the election of either Party, the Boundary Fence is removed and a new fence is constructed along the specific alignment of the Existing Boundary.

5. Purpose and Confirmation. This Agreement is (A) made for the purposes set forth in this Agreement and no more, (B) is not intended to effect a subdivision of the Subject Properties, or any part thereof, within the meaning of Utah law, and (C) is intended to be subject to and made in compliance with any and all applicable zoning ordinances, laws, rules and regulations.

6. No Partnership; Entire Agreement. This Agreement is not intended to create and shall not be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the Parties. This Agreement contains the entire agreement between the Parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.

7. General Provisions. This Agreement may be signed in one or more counterparts with the same effect as if the Parties executing the counterparts had all executed one document. The executed counterparts taken together shall be deemed the original Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, and shall run with the Subject Properties. This Agreement shall be construed, applied and enforced in accordance with the laws of the State of Utah and, at the option of either Party, may be recorded in the official real estate records of Salt Lake County, Utah.

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

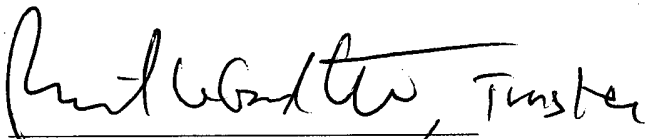
WIRTHLIN:



RICHARD L. WIRTHLIN, Trustee of the
Wirthlin Family Life Insurance Trust dated May 25, 2007



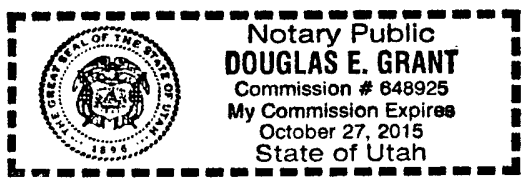
RICHARD LE GRAND WIRTHLIN, Trustee of
the Wirthlin Family 2011 Qualified Personal Residence Trust No. 1 dated March 10, 2011



RICHARD LE GRAND WIRTHLIN, Trustee of
the Wirthlin Family 2011 Qualified Personal Residence Trust No. 2 dated March 10, 2011

STATE OF UTAH)
) ss.
COUNTY OF S.L.)

Acknowledged before me on the 3rd day of October, 2014, by RICHARD L. WIRTHLIN, Trustee of the Wirthlin Family Life Insurance Trust dated May 25, 2007.

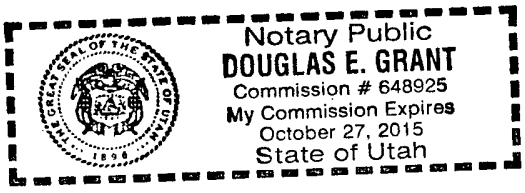


[Handwritten Signature]

Notary Public

STATE OF UTAH)
) ss.
COUNTY OF S.L.)

Acknowledged before me on the 3rd day of October, 2014, by RICHARD LE GRAND WIRTHLIN, Trustee of the Wirthlin Family 2011 Qualified Personal Residence Trust No. 1 dated March 10, 2011.

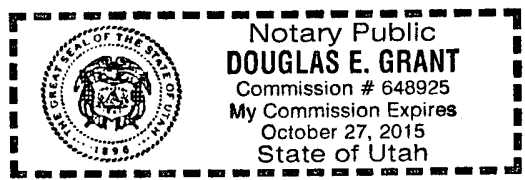


[Handwritten Signature]

Notary Public

STATE OF UTAH)
) ss.
COUNTY OF S.L.)

Acknowledged before me on the 3rd day of October, 2014, by RICHARD LE GRAND WIRTHLIN, Trustee of the Wirthlin Family 2011 Qualified Personal Residence Trust No. 2 dated March 10, 2011.



[Handwritten Signature]

Notary Public

THE SPAFFORDS:



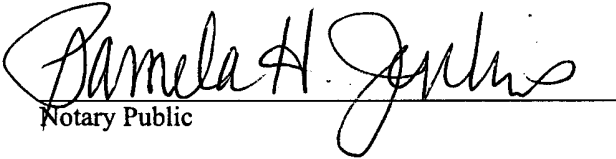
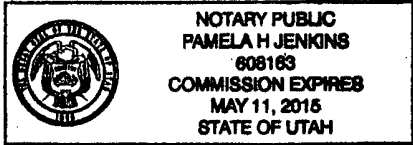
DAVID R. SPAFFORD, co-trustee of the
Susan Bourne Spafford Trust



SUSAN B. SPAFFORD, co-trustee of the
Susan Bourne Spafford Trust

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

Acknowledged before me on the 24th day of September, 2014, by DAVID R. SPAFFORD, co-trustee of
the Susan Bourne Spafford Trust.


Notary Public

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

Acknowledged before me on the 24th day of September, 2014, by SUSAN B. SPAFFORD, co-trustee of
the Susan Bourne Spafford Trust.

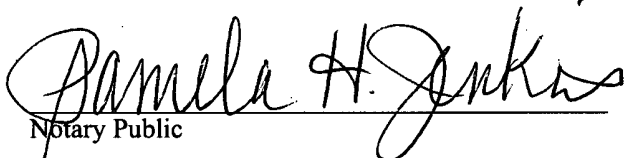
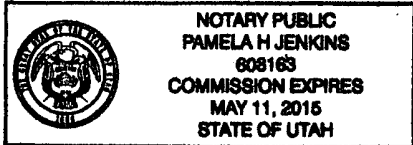

Notary Public

EXHIBIT "A"

(Wirthlin Property)

Two parcels located in Holladay City, Salt Lake County, Utah, particularly described as follows:

Lot 5, Moyle Park Subdivision

Address: 2625 Old Orchard Circle, Holladay, Utah 84121

Reference Purposes Only: Tax Parcel No. 22-15-477-005

Owner:

Richard Le Grand Wirthlin Esq., Trustee of the Wirthlin Family 2011 Qualified Personal Residence Trust No. 1 dated March 10, 2011, as to an undivided 50% interest, and

Richard Le Grand Wirthlin Esq., Trustee of the Wirthlin Family 2011 Qualified Personal Residence Trust No. 2 dated March 10, 2011, as to an undivided 50% interest.

Lot 6, Moyle Park Subdivision

Address: 2628 Old Orchard Circle, Holladay, Utah 84121

Reference Purposes Only: Tax Parcel No. 22-15-477-009

Owner:

Richard L. Wirthlin, Trustee of the Wirthlin Family Life Insurance Trust dated May 25, 2007.

EXHIBIT "B"

(Spafford Property)

Two parcels located in Holladay City, Salt Lake County, Utah, particularly described as follows:

Lot 2, Tanner Estates Subdivision

Address: 2750 E. Creek Crossing Lane, Holladay, Utah 84121

For Reference Purposes Only: Tax Parcel No. 22-14-351-007

Address: 2715 E. 6200 S., Holladay, Utah 84121

For Reference Purposes Only: Tax Parcel No. 22-14-351-101

EXHIBIT "C"

(Depiction of Existing Boundary)

[attached]

