

J. Craig Smith  
Smith Hartvigsen, PLLC  
257 E. 200 S., Ste. 500  
Salt Lake City, UT 84111

12956060  
3/26/2019 9:19:00 AM \$28.00  
Book - 10763 Pg - 6374-6383  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
SMITH HARTVIGSEN PLLC  
BY: eCASH, DEPUTY - EF 10 P.

**AFFIDAVIT REGARDING PREVIOUSLY RECORDED  
BOUNDARY LINE ADJUSTMENT AND AGREEMENT**

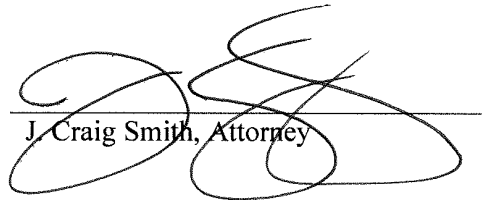
The undersigned, having been duly sworn, hereby deposes and says as follows:

1. I am J. Craig Smith, an attorney at Smith Hartvigsen, PLLC, licensed to practice law in the state of Utah and am the legal representative of Bruce and Liisa Nieveen, husband and wife, who own certain real property identified as Parcel No. 27-22-452-013 in Salt Lake County.
2. On the 20<sup>th</sup> day of September, 2018, a Boundary Line Adjustment and Agreement (the "**Agreement**") between Bruce and Liisa Nieveen and the South Jordan Canal Company, which owns real property that shares a common boundary with Bruce & Liisa Nieveen, was recorded with the Salt Lake County Recorder's office as Entry No. 12852403. The purpose and effect of the Agreement is to adjust the boundary between Bruce and Liisa Nieveen's property and adjoining property owned by the South Jordan Canal Company.
3. Said Agreement affects Parcel No. 27-22-452-013, owned by Bruce and Liisa Nieveen and more particularly described as follows:

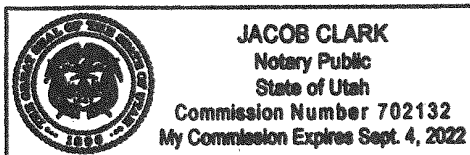
Lot 9, Majestic Cove Subdivision, and commencing at the northeast corner of said Lot 9; thence east 1 foot; thence south 392.12 feet; thence west 1 foot; thence north 392.12 feet to the point of beginning.
4. When the Agreement was recorded, Exhibit A to the Agreement, a plat map depicting the boundary adjustment, was inadvertently not recorded with the Agreement.
5. Without Exhibit A the Agreement is incomplete and fails to impart proper legal notice of the Agreement and the boundary adjustment.
6. Attached hereto is a true and correct copy of the entire Agreement including Exhibit A. The purpose of rerecording the Agreement with Exhibit A is to correct the erroneous omission of Exhibit A when the Agreement was first recorded.

Dated this 4<sup>th</sup> day of March, 2019.

State of Utah  
County of Salt Lake

  
\_\_\_\_\_  
J. Craig Smith, Attorney

On the 4<sup>th</sup> of March, 2019, personally appeared before me J. Craig Smith, the affiant herein, who did acknowledged to me that he executed the foregoing, and that the information contained herein is true and correct.



  
\_\_\_\_\_  
Notary

12852493  
9/20/2018 12:20:50 PM \$24.00  
Book - 1071 - Pg - 1793-1799  
ADAM GARDINER  
Recorder, Salt Lake County, UT  
VANGUARD TITLE- UNION PARK  
BY: eCASH, DEPUTY - EP7 P.

AFTER RECORDING PLEASE RETURN TO:

J. Craig Smith  
Smith Hartvigsen, PLLC  
257 East 200 South, #500  
Salt Lake City, UT 84111

## BOUNDARY LINE ADJUSTMENT AND AGREEMENT

THIS BOUNDARY LINE ADJUSTMENT AND AGREEMENT (hereinafter "Agreement") is made and executed as of the 17<sup>th</sup> day of September, 2018, by and between Bruce and Liisa Nieveen, husband and wife (hereinafter referred to collectively as "Nieveen"), whose address for assessment purposes is 1546 West 11745 South, Riverton, Utah 84065, and South Jordan Canal Company, a Utah non-profit corporation (hereinafter referred to as "SJCC"), whose address for assessment purposes is P.O. Box 17869, Salt Lake City, UT 84117-0869. Nieveen and SJCC are collectively referred to herein as the "Parties" and individually as a "Party".

### WITNESSETH:

WHEREAS, the Parties are the owners and possessors of adjacent tracts of land located in Salt Lake County, State of Utah; and

WHEREAS, Nieveen owns Tax Parcel ID No. 27-22-452-013-0000 (hereinafter the "Nieveen Parcel"), which is more particularly described as follows:

Lot 9, Majestic Cove Subdivision, according to the official plat thereof on file at the office of the Salt Lake County Recorder.

WHEREAS, SJCC owns property east of and adjacent to the Nieveen Parcel (hereinafter the "SJCC Parcel"), which is more particularly described as follows:

A tract of land being located in the Southeast quarter of Section 22, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said described tract being more particularly described as follows: BEGINNING at the Northeast Corner of Majestic Cove Subdivision, as recorded and on file in the office of the Salt Lake County Recorder at Entry No. 2118468 in Book DD at Page 43 of Plats, said point being 1.00 feet East of the Northeast corner of Lot 9, of said plat; said point also being North, 844.28 feet and East, 1154.96 feet from the South Quarter Corner of Section 22, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence East, 47.33 feet;

ACCOMMODATION  
RECORDING

thence South 00°07'46" West, along an existing chain-link fence and the northerly extension thereof, a distance of 281.88 feet; thence South 00°13'55" West, along said fence, and the southerly extension thereof, a distance of 110.25 feet; thence West, 46.25 feet; thence North, 392.12 feet, along the East line of said subdivision to the POINT OF BEGINNING; said described tract containing 18,376 square feet, or 0.422 Acres, more or less.

WHEREAS, a dispute has arisen regarding the true and correct east/west boundary line between the Nieveen Parcel and the SJCC Parcel due to the existence of a fence and the potential applicability of the doctrine of boundary by acquiescence; and

WHEREAS, the Parties have determined to settle this matter and agree to the location of the east/west boundary line between the Nieveen Parcel and the SJCC Parcel through this Agreement; and

WHEREAS, the agreed upon location of the east/west boundary line between the Nieveen Parcel and the SJCC Parcel is illustrated on a plat prepared by licensed professional land surveyor Byron T. Curtis (License No. 163486-2201), and a copy of said plat is attached hereto as Exhibit "A" and is incorporated herein by this reference; and

WHEREAS, pursuant to Utah Code § 57-1-45, § 10-9a-523, and § 10-9a-524, the Parties desire to enter into this Agreement to designate the boundary line between their properties, and furthermore desire that this Agreement shall act as a quitclaim deed and convey 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 this Agreement.

NOW, THEREFORE, in order to establish the true and correct boundary line between the Nieveen Parcel and the SJCC Parcel, and in order to avoid future conflict and confusion, and in consideration of the mutual promises, covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby AGREE AND COVENANT AS FOLLOWS:

1. Nieveen shall, upon execution of this Agreement by the Parties, pay to SJCC the sum of Forty Thousand Dollars (\$40,000.00) in immediately available funds.
2. The new adjusted east/west boundary line between the Nieveen Parcel and the SJCC Parcel shall be located as designated on the plat attached hereto as Exhibit "A" (the "Adjusted East/West Boundary Line").

3. The Adjusted East/West Boundary Line is located in the Southeast quarter of Section 22, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and is more particularly described as follows:

BEGINNING at a point East, 47.33 feet, from the Northeast corner of Majestic Cove Subdivision, as recorded and on file in the office of the Salt Lake County Recorder at Entry No. 2118468 in Book DD at Page 43 of Plats; said point also being North, 844.28 feet and East, 1202.29 feet from the South quarter corner of Section 22, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 00°07'46" West, along an existing chain-link fence and the northerly extension thereof, a distance of 281.88 feet; thence South 00°13'55" West, along said fence, and the southerly extension thereof, a distance of 110.25 feet, and terminating.

4. The Adjusted East/West Boundary Line will result in the a tract of land located the Southeast quarter of Section 22, Township 3 South, Range 1 West, Salt Lake Base and Meridian, to be conveyed to Nieveen pursuant to this Agreement, said tract being more particularly described as follows:

BEGINNING at the Northeast corner of Majestic Cove Subdivision, as recorded and on file in the office of the Salt Lake County Recorder at Entry No. 2118468 in Book DD at Page 43 of Plats, said point being 1.00 feet East of the Northeast corner of Lot 9, of said plat; said point also being North, 844.28 feet and East, 1154.96 feet from the South quarter corner of Section 22, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence East, 47.33 feet; thence South 00°07'46" West, along an existing chain-link fence and the northerly extension thereof, a distance of 281.88 feet; thence South 00°13'55" West, along said fence, and the southerly extension thereof, a distance of 110.25 feet; thence West, 46.25 feet; thence North, 392.12 feet, along the East line of said subdivision to the POINT OF BEGINNING; said described tract containing 18,376 square feet, or 0.422 acres, more or less.

5. The Parties hereby accept the Adjusted East/West Boundary Line as the true boundary line dividing and separating the Nieveen Parcel and the SJCC Parcel.

6. The Parties hereby agree that all real property that lies to the west of the Adjusted East/West Boundary Line shall constitute and be part of the Nieveen Parcel, and SJCC does hereby release, relinquish, terminate and quitclaim unto Nieveen all of SJCC's right, title and interest in and to said property.

7. The Parties hereby agree that all property which lies to the east of the Adjusted East/West Boundary Line shall constitute and be part of the SJCC Parcel, and

Nieveen does hereby release, relinquish, terminate and quitclaim unto SJCC all of Nieveen's right, title and interest in and to said property.

8. The existing fence along the Adjusted East/West Boundary Line shall be maintained, in its current location, by Nieveen at Nieveen's expense.

9. This Agreement shall be recorded by Nieveen at Nieveen's expense in the office of the Salt Lake County Recorder and shall run with the land and be binding upon the heirs, administrators, executors, successors in interest, and assigns of the Parties.

10. Nieveen represents and warrants to SJCC that the description herein of the Adjusted East/West Boundary Line, prepared by a Utah licensed surveyor retained by Nieveen, precisely follows and corresponds with the existing chain-link fence separating the Nieveen Parcel from the SJCC Parcel.

11. Except as provided in paragraph 17 below, SJCC expressly disclaims any representations and warranties regarding the subject matter of this Agreement. Without limiting the generality of the preceding sentence, SJCC makes no representations or warranties regarding the SJCC Parcel, title to the SJCC Parcel, the operation and use of the SJCC Parcel by SJCC or by prior owners and operators, and the environmental condition, value, usability or marketability of the SJCC Parcel.

12. This Agreement gives Nieveen no right to access or use the SJCC Parcel or the canal situated thereon, nor does it give Nieveen any right to direct or place stormwater or any other substance into said canal.

13. This Agreement is not intended to and shall not create any rights in any person or entity, other than successors in interest to Nieveen and SJCC, that is not a party to this Agreement.

14. This Agreement (together with its Exhibit) represents the entire agreement between the Parties and shall entirely supersede all prior discussions, negotiations, statements, representations and agreements by and between the Parties, whether verbal or written. Except for the obligations of good faith and fair dealing that are implied in every Utah contract, there are no terms or conditions, express or implied, other than herein stated, and none of the terms and conditions of this Agreement shall be superseded or modified by any such implied obligation. No waiver of any breach or default by any Party shall be considered to be a waiver of any other breach or default. A modification of any provision contained herein, or any other amendment to this Agreement, shall be effective only if the modification or amendment is in writing and is signed by the Parties.

15. The Parties agree to execute such additional documents and take such further actions as may reasonably be required to carry out each of the provisions and the intent of this Agreement, so long as such actions are reasonable and do not require a Party to incur more than nominal expense in doing so.

16. Whenever possible, each provision of this Agreement and every related document shall be interpreted in such manner as to be valid under applicable law; however, if any provision of any of the foregoing shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

17. Each signer of this Agreement represents and warrants that he or she has full right and authority to execute this Agreement and if signing on behalf of an entity is duly authorized to execute on behalf of and bind the entity.


18. The foregoing recitals are by this reference incorporated as part of this Agreement.


19. This Agreement is entered into under and is to be construed in accordance with the laws of the State of Utah.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the dates set forth in the acknowledgements below, but effective as of the date first written above.

*[Signature pages follow]*


NIEVEEN:

  
Bruce Nieveen

  
Liisa Nieveen

STATE OF UTAH            )  
                                      §  
COUNTY OF SALT LAKE )


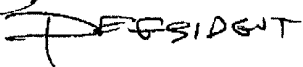
On this 17<sup>th</sup> day of September, 2018, before me Crystal Keele a notary public, personally appeared Bruce Nieveen and Liisa Nieveen, proved on the basis of satisfactory evidence to be the persons whose names are subscribed to in this document, and acknowledged they executed the same.

  
NOTARY PUBLIC



SJCC:

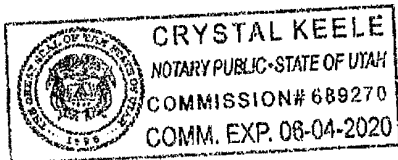
South Jordan Canal Company, a Utah  
non-profit corporation

By  MS  
Gary Cannon, President 

STATE OF UTAH            )  
                                      §  
COUNTY OF SALT LAKE )

On this 17 day of September, 2018, before me Crystal Keele, a notary public, personally appeared Gary Cannon, the President of South Jordan Canal Company, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same on behalf of said company.

  
\_\_\_\_\_  
NOTARY PUBLIC





# Exhibit A

