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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
TONY RACKLEY
160 W WINCHESTER ST
MURRAY UT 84107
BY: HNP, DEPUTY - MA 4 P.

When recorded mail to:
Tony Rackley 160 West
Winchester St., Murray
Utah. 84107

Boundary Fence Line Agreement

THIS AGREEMENT, Was made between Tony Ken Rackley, address of 160 West Winchester Street, Murray Utah. and Red Sky Development, LLC address of 134 West Winchester Street Murray Utah.

Tony Rackley, being the owners of that certain tract of land described in deed recorded as Entry Number 5758150, recorded March 7, 1994 Salt Lake County records, being commonly known as Tax Parcel 21-242-76003,

Red Sky Land Development, LLC, being the owners of that certain adjoining tract of land to the east described in deed recorded as Entry Number 10610110, recorded January 30, 2009 Salt Lake County records, being commonly known as Tax Parcel 21-242-76003.

Recitals

- A. Tony Rackley is the owner of the Property described in that certain tract of land described in deed recorded as Entry Number 5758150, recorded March 7, 1994 Salt Lake County records, being commonly known as Tax Parcel 21-242-76003, shown herein as Exhibit "A".
- B. Red Sky Land Development, LLC is the owner of the Property described in that certain adjoining tract of land to the east described in deed recorded as Entry Number 10610110, recorded January 30, 2009 Salt Lake County records, being commonly known as Tax Parcel 21-242-76003. Shown herein as Exhibit "B".
- C. An existing Chain link fence exists between the described parties land.
- D. The undersigned parties mutually recognize that ambiguities exist between their respective deeds, neither of which parties until recently have had a survey done in a sum of many years and have recognized the existing chain-link fence as the true boundary line between the respective properties, and to the best of their knowledge has been in existence as the mutual line for a sum of +40 years. To eliminate any ambiguities and to forever determine the issue of the common boundary line between said parcels, the undersigned parties desire to establish said boundary line.
- E. The undersigned parties mutually recognize that this issue has come to a head, because Red Sky Land Development wishes to construct on his respective parcel, for commercial purposes.

NOW THEREFORE IN CONSIDERATION of the mutual covenants and conditions hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The parties agree this fence line is the legal, true and accurate boundary between the respective parties.
2. This mutual boundary line is described herein as Exhibit "C"
3. Red Sky Land Development, its successors and assigns, agrees that upon the commencement of construction they will install a new fence for privacy reasons in place of the existing chain-link fence, at developer's expense.
4. The new fence must be of post & panel style. Material type "vinyl". The new fence is considered to be 6 foot or higher, sturdy, solid, and view/sound restricting, for the purpose to mitigate, sound, noise, light pollution and other byproducts produced from use of this land for commercial purposes as per the zoning code.
5. The new resurrected fence will be on the mutual boundary line, which would result in equal ownership.
6. The parties, their successors and assigns agree to share equally in the maintenance, upkeep and repairs of the fence from time to time, or as needed.
7. This Agreement is sets forth the entire agreement between the parties relating to the subject matter hereof and stands in the place of any previous agreement, whether oral or in writing. The parties agree that no amendment to this Agreement shall be binding upon the parties unless it is in writing and executed by both parties.
8. If this fence is ever destroyed, seriously damaged or removed for the resurrection of a new fence and material, the parties must mutually agree to type of material, and agree to share 1/2 of said cost. A new fence must be resurrected in this same location, deemed as the true and correct boundary line as per their agreement.
9. This Agreement shall ensure to the benefit of and be binding upon the respective heirs, executors, administrators and assigns of each of the parties hereto.
10. This agreement is not valid until both parties sign before a notary as shown on following pages.

Exhibit "A"
Tony Rackley's parcel

Commencing 43.8 rods n & S 85° W 1101.65 feet from the south east corner of north east 1/4 section 24, township 2 south, range 1 west Salt Lake Base & Meridian; North 290 feet more or less to south line of state road; northwesterly along said South line 120 feet more or less; South 350 ft more or less; East 104 ft more or less to the point of beginning.

Exhibit "B"
Red Sky Land Development's parcel

Beginning on north line of county road 43.8 rods N & S 85° W 8.1 rods from the East 1/4 corner section 24, township 2 south, range 1 west S.L.B. & M; S 85° W 143 feet; North 290 feet more or less to the southerly line of state road; Southerly 160 feet more or less; South 205 feet more or less to point of beginning

Exhibit "C"
Agreed to Mutual and Existing Line

Being that property situated in section 24, township 2 south, range 1 west, S,L,B,&M, and being more particularly described as follows:

Beginning at the east 1/4 corner of said section 24, witness a brass cap monument, and witness the northeast corner of said section 24 at North 00°15'57" East 2,639.86 feet, witnessing a 1997 witness corner at 2,578.03 feet, and proceeding along the East Section line of said Section 24, North 00°15'57" East 635.44 feet and West 1,103.77 feet to a point on the north line of Winchester street, said point being approximately 1/2 foot North of an existing sidewalk, said point being the point of beginning; proceeding thence North 00°20'39" East 0.63 feet to an existing fence corner, thence along an existing fence line the following courses and distances: North 00°20'39" East 8.41 feet; thence North 00°28'23" East 23.90 feet; thence North 00°33'17" East 24.07 feet; thence North 01°51'01" East 29.43 feet; thence North 03°31'32" East 53.61 feet; thence North 03°20'39" East 19.75 feet; thence North 03°40'47" East 20.38 feet; thence North 02°35'46" East 46.56 feet; thence North 03°07'00" East 18.25 feet; thence North 02°28'46" East 28.03 feet to a fence corner; thence north 02°28'46" east 1.17 feet to a point approximately 1-foot southerly from an existing sound wall.

Date effective this 6 day of Feb, ~~2012~~²⁰¹³ CP

Tony Ken Rackley

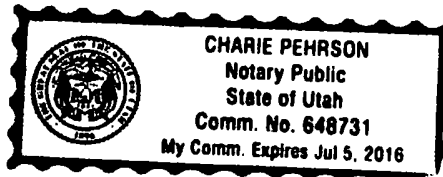
By: *Tony Ken Rackley*

Date effective this 6 day of Feb, ~~2012~~²⁰¹³ CP

Red Sky Land Development

By: *J. L. S. S.*

STATE OF UTAH)
 :SS
COUNTY OF Salt Lake)



The foregoing instrument was acknowledged before me this 6 day
of Feb, ~~2009~~²⁰¹³ CP

Charie Pehrson
NOTARY PUBLIC
Residing at:

My Commission Expires: July 6, 2013