

When Recorded, Mail To:  
Ivory Development, LLC  
978 Woodoak Lane  
Salt Lake City, UT 84117

ENT 35570:2015 PG 1 of 8  
Jeffery Smith  
Utah County Recorder  
2015 Apr 28 11:51 AM FEE 27.00 BY SW  
RECORDED FOR Cottonwood Title Insurance Ag  
ELECTRONICALLY RECORDED

Parcel Nos. 19-043-0002 & 19-044-0026

(Space above for Recorder's Use Only)

## BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT is made and entered into this 15 day of April, 20 15, by and between Lake Shore, LLC, a Utah limited liability company, ("**Lake Shore**"), and Earl R. Prete and Marilyn Prete ("**Prete**"). **Lake Shore** and **Prete** are sometimes referred to herein collectively as the "**Parties**," and individually as a "**Party**."

### RECITALS:

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

B. **Prete** is the owner in fee title of that certain property located adjacent to, and in part, directly North of the **Lake Shore Property** (the "**Prete Property**"). The **Prete 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. (2011).

### 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.** **Lake Shore** and **Prete** 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 North boundary of the **Lake Shore Property** and South boundary of **Prete Property**, and the properties shall be modified to include the common boundary line.

2. **Quitclaim.** Pursuant to Section 57-1-45, U.C.A. (2011) 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 the Parties, 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 Parties 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 the Parties represent and warrant that he/she are duly authorized to execute this Agreement 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 the Parties to the provisions of this Agreement.

6. **Recording.** This Agreement shall be recorded with the Recorder’s office of Utah County.

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.

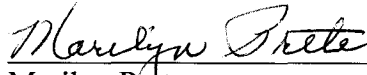
8. **Knowledge, Review and Interpretation.** The Parties, and each of them, acknowledge, declare, and agree, that: (i) they have consulted legal counsel about this Agreement, or have had the opportunity to do so and have voluntarily chosen not to do so; (ii) they have had adequate time and opportunity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





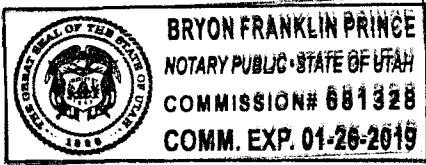
Earl R. Prete



Marilyn Prete

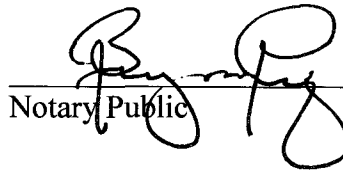
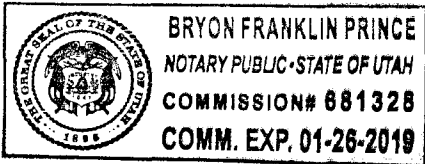
STATE OF UTAH )  
 :SS  
COUNTY OF UTAH )

On the 15<sup>th</sup> day of April, 2014 personally appeared before me Earl R. Prete the above named person(s) and the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

  
Notary Public

STATE OF UTAH )  
 :SS  
COUNTY OF UTAH )

On the 15<sup>th</sup> day of April, 2014 personally appeared before me Marilyn Prete the above named person(s) and the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

  
Notary Public

**Exhibit A****(Legal Description of Lake Shore Property)**

Commencing at a point on the East line of Section 33, Township 6 South, Range 2 East, Salt Lake Base and Meridian, Utah County, Utah, said point being on a fence line and lying North 105.63 feet and East 0.74 feet from the East quarter corner of said Section 33; thence South 89°19' West 1324.85 feet; thence South 00°54' East 383.63 feet along a fence line to the South boundary of Parcel 1 as described in that certain Warranty Deed recorded in Book 625 at Page 176, records of Utah County, Utah; thence North 89°19.6' East along the South boundary of said Parcel 1, 1321.55 feet to the East line of said Section 33; thence North 00°24.5' West along the East line of said Section 33, 383.85 feet to the point of commencement.

LESS: Lot 1, PLAT "A", PROVO PARKWAY SUBDIVISION, Provo City, Utah County, Utah, according to the official plat thereof on file in the office of the Utah County Recorder.

**Exhibit B****(Legal Description of Prete Property)**

Commencing at a point on the East line of Section 33, Township 6 South, Range 2 East, Salt Lake Base and Meridian, Utah County, Utah; said point being on a fence line and lying North 105.63 feet and East 0.74 feet from the East quarter corner of said Section 33; thence South 89°19' West 1324.85 feet; thence North 00°54' West 274.67 feet; thence North 89°19' East 1327.21 feet to a point on the East line of said Section 33; thence along said East line South 00°24.5' East 274.67 feet to commencement.

**Exhibit C**

(Legal Description of New Boundary Line)

Beginning at a point located North  $00^{\circ}36'48''$  West along the section line 105.64 feet from the East quarter corner of Section 33, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South  $89^{\circ}13'38''$  West along a fence line 838.08 feet; thence South  $89^{\circ}31'00''$  West along a fence line 483.41 feet to a point terminus.