

MDT: 49994

WHEN RECORDED, RETURN TO:

4181 South State, LLC
c/o Adam Smith CPAs LLC
Attn: Mark Fankhauser, CPA
7410 South Creek Road, Suite 101
Sandy, UT 84093

12294605
6/7/2016 8:44:00 AM \$22.00
Book - 10439 Pg - 1603-1609
Gary W. Ott
Recorder, Salt Lake County, UT
METRO NATIONAL TITLE
BY: eCASH, DEPUTY - EF 7 P.

Tax Parcel Nos. 22-06-104-014
22-06-104-015
22-06-104-020

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT ("Agreement") is made this 11th day of May, 2016, by and between MARIE C. LARSEN, as sole Trustee of the D&M Larsen Family Trust, dated April 13, 1993, whose address is 1271 E. 6200 S., Salt Lake City, UT 84121 ("Larsen"), DONALD D. GREEN, JR. and TRACEE L. GREEN, whose address is 6524 S. 5180 W., West Jordan, UT 84081 (collectively "Green"), and 4181 SOUTH STATE, LLC, a Utah limited liability company, whose address is c/o Adam Smith CPAs LLC, 7410 South Creek Road, Suite 101, Sandy, Utah 84093 ("4181"). 4181 is the successor in interest to Clines Auto Sales, Inc., a/k/a Clines Auto Sales Inc., a Utah corporation, d/b/a Cline Dahle Investments ("Cline"). Larsen, Green and 4181 may be referred to herein collectively as the "Parties."

RECITALS:

- A. WHEREAS, Larsen owns certain real property situated in Salt Lake County, State of Utah, commonly known as 125 E. Gordon Lane, Murray, UT 84107, Parcel No. 22-06-104-014 (the "Larsen Property").
- B. WHEREAS, Green owns certain real property situated in Salt Lake County, State of Utah, commonly known as 127 E. Gordon Lane, Murray, UT 84107, Parcel No. 22-06-104-015 (the "Green Property").
- C. WHEREAS, 4181 owns certain real property situated in Salt Lake County, State of Utah, commonly known as 4181 S. State Street, Murray, UT 84107, Parcel No. 22-06-104-020 (the "4181 Property"). The Larsen Property, the Green Property and the 4181 Property may be referred to herein collectively as the "Properties".
- D. WHEREAS, the Larsen Property and the 4181 Property share a legal common boundary line and the Green Property and the 4181 Property also share a legal common boundary line (collectively the "Common Boundary Line"). See ALTA/NSPS Land Title Survey, prepared by Dennis K. Withers of McNeil Engineering, dated March 2, 2016 (the "Survey"), attached hereto as Exhibit "A" and incorporated herein, depicting the Common Boundary Line.
- E. WHEREAS, several fences are located on the Properties. See Survey, attached hereto as Exhibit "A", depicting the fences.

- F. WHEREAS, Larsen has a right-of-way 33.0 feet in width as more fully described in the Warranty Deed, recorded as Entry No. 5507462, dated April 27, 1993, and recorded with the Salt Lake County Recorder's office on May 20, 1993. *See* Warranty Deed; *see also* Survey, attached hereto as Exhibit "A", depicting the right-of-way.
- G. WHEREAS, pursuant to Utah Code Ann. § 57-1-45 and to avoid any conflicts that may arise in the future concerning the Parties' common boundary lines and fence lines, the Parties desire now to confirm their Common Boundary Line as the legal boundary line as set forth and depicted in the Survey and as not the fence lines.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants set forth herein, and good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Common Boundary Line. The Parties agree that their Common Boundary Line is the legal boundary lines, as more fully set forth and depicted in the Survey, attached hereto as Exhibit "A", and more particularly described below, and all legal boundary lines set forth and depicted in the Survey are the true and correct boundary lines of the respective Properties. The Parties further acknowledge and agree that the Common Boundary Line is not the fence lines. (*See* Survey, attached as Exhibit "A").

Legal Description of Common Boundary Line:

Commencing at the Salt Lake County Brass cap monument marking the Northwest corner of Section 06, Township 2 South, Range 1 East, Salt Lake Base Meridian; and running thence South 0°07'54" East, along the Section line, a distance of 356.98 feet (356.56') and East 914.50 feet (915.63'), to the east line of State Street; thence South 0°04'00" West, along said east line, a distance of 316.31 feet, to the north line of Gordon Lane; thence South 72°22'38" East, along said north line, a distance of 174.16 feet; thence South 77°27'04" East, continuing along said north line, at distance of 32.41 feet, to the east line of parcel conveyed to Cline Hale Investments, Inc. per Quit-Claim Deed recorded May 4, 1992, as Entry No.: 5248255, in Book 6451, at page 1164 of official record on file with the Salt Lake County Recorder's office and the POINT OF BEGINNING for this description; thence North 0°04'00" East, along the east line parcel and the West line of Parcel conveyed to Don M. Larsen and Marie C. Larsen, per Warranty Deed recorded May 20, 1993, as Entry No.: 5507462, in Book 6666, at Page 1715, of official records on file with the Salt Lake County Recorder's office, a distance of 153.30 feet, to a point on the North line of Lot 5, Block 08, 10-Acre Plat "A", Salt Lake City Survey, said point being North 89°55'00" East, a distance of 197.69 feet, from the northwest corner of said Lot 5, said point also being the northwest corner of aforesaid Larsen Parcel; Thence North 89°55'00" East, along said north line of Lot 5 and the north line of said Larsen Parcel, and the north line of

the Donald D. Green JR. Parcel recorded as Entry No.: 9602407, a distance of 97.00 feet, to the northeast corner of said Green parcel and a point of termination for this description, said terminus point being South 64°23'59" East, a distance of 1341.43 feet from the aforesaid Northwest corner of Section 06.

The Parties further agree that neither Party will require the other Party to remove or take down any fences that may be located on the other Party's respective Property.

2. Release of Claims. The Parties hereby acknowledge that the Common Boundary Line set forth in this Agreement is the legal boundary line and each Party to this Agreement hereby releases and quit-claims any rights, titles, interests or claims against the other Parties hereto in or to the property and lands outside of their respective Property.

3. Easement. This Agreement shall in no way alter, modify or change the right-of-way 33.0 feet in width which is more fully described in the Warranty Deed, recorded as Entry No. 5507462, dated April 27, 1993, and recorded with the Salt Lake County Recorder's office on May 20, 1993 and depicted in the attached Survey.

4. Authority to Execute. The undersigned personally represent and warrant that they each have the authority to execute this Agreement and to make the representations referenced herein on behalf of the owners of the respective Properties.

5. Binding Effect. This Agreement shall be binding on the Parties, their assigns and successors in interest, and shall run with the land.

6. Further Instruments. The parties hereto agree that they will execute any and all other documents or legal instruments that may be necessary or required to carry out and effectuate all of the provisions hereof.

7. Amendment. This Agreement may be amended at any time upon the mutual agreement of the parties hereto, which amendment(s) must be reduced to writing and signed by all parties in order to become effective.

8. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original but all of which will constitute one and the same instrument. Signature and acknowledgement pages may be detached from individual counterparts and attached to a single or multiple original(s) in order to form a single or multiple original(s) of this document. Electronic and scanned signature pages will be acceptable and shall be conclusive evidence of execution.

IN WITNESS WHEREOF, the Parties have executed this Boundary Line Agreement as of the date above written.

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Dated this 10th day of May, 2016.

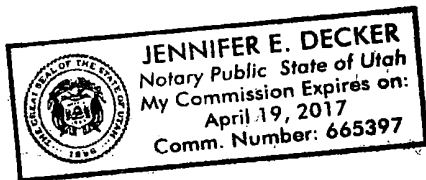
MARIE C. LARSEN, as sole Trustee of the
D&M Larsen Family Trust, dated April 13,
1993

Marie C. Larsen
By: Marie C. Larsen, as sole Trustee

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

On this 10th day of May, 2016, personally appeared before me, Marie C. Larsen, as sole Trustee of the D&M Larsen Family Trust, dated April 13, 1993, who being duly sworn, did say that he/she is the sole Trustee of D&M Larsen Family Trust, dated April 13, 1993, the signer of the foregoing Agreement and duly acknowledged to me that he/she executed the same on behalf of and with full authority of said entity.

Jennifer Decker
NOTARY PUBLIC



DATED this 10th day of May, 2016.

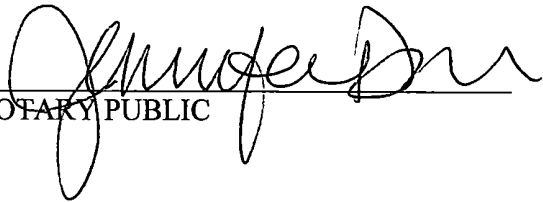
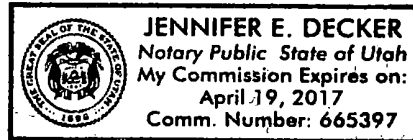
4181 SOUTH STATE, LLC, a Utah limited liability company



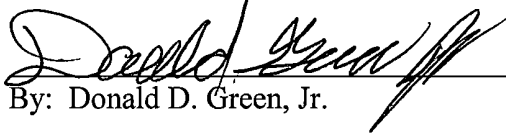
By: Mark Fankhauser, Authorized Agent

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

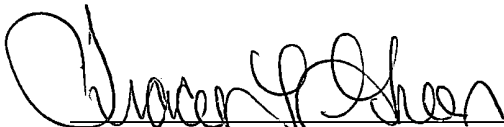
On this 10th day of May, 2016, personally appeared before me, Mark Fankhauser, who being duly sworn, did say that he/she is the Authorized Agent of 4181 SOUTH STATE, LLC, a Utah limited liability company, the signer of the foregoing Agreement and duly acknowledged to me that he/she executed the same on behalf of and with full authority of said entity.


NOTARY PUBLIC

Dated this 11 day of May, 2016.

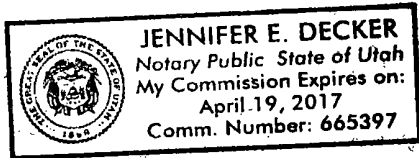

By: Donald D. Green, Jr.


Dated this 11 day of May, 2016.


By: Tracee L. Green

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

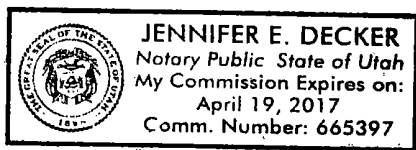
On this 11 day of May, 2016, personally appeared before me, DONALD D. GREEN, JR., known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, who duly acknowledged to me that he/she executed the same.





NOTARY PUBLIC

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

On this 11 day of May, 2016, personally appeared before me, TRACEE L. GREEN, JR., known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, who duly acknowledged to me that he/she executed the same.




NOTARY PUBLIC

