V

WHEN RECORDED MAIL TO:

Bentec LLC
4184 Alpine Cove Drive
Alpine, Utah 84004
AND
Angela Stocki.
3872 South 6515 West
West Valley, Utah 84128

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06/14/2018 03:51 PM \$23.00
Book - 10684 Pa - 2921-2927
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
BENTEC LLC
4184 ALPINE COVE DRIVE
ALPINE UT 84004
BY: NDP, DEPUTY - WI 7 P.

## **BOUNDARY LINE AGREEMENT**

Tax Parcels No. 14-34-430-006 and 14-34-429-002

This Boundary Line Agreement is entered into the <u>60</u> day of <u>MM</u> , 2018 by and between <u>Bentek LLC</u> , a Utah Limited Liability Company, whose principal address is <u>4184 A pine Cove Deive</u> , Salt Lake City, Utah 84 <u>004</u> , and <u>Angela Stocki</u>
R EC I TAL S:  1. Bentek LLC represents that it is the owner of certain real property located in Salt Lake County, State of Utah which is more particularly described as "Exhibit A".
2. Angela Stocki represents that it is the owner of certain real property located in Salt Lake County, State of Utah which is more particularly described as "Exhibit B". The Bentek LLC property and the Angela Stock: property are collectively referred to herein as the "Properties"
3. The <u>Angela Shock</u> parcel is contiguous to the West of the Bentek LLC parcel.
4. The Bentek LLC parcel is contiguous to the East of the Angela Stock; parcel and to their knowledge there are no other owners between their parcels.
5. Both parties of this boundary line agreement recognize and acknowledge

that the existing fence between the Properties has been occupied, acknowledge and recognized as the boundary between the Properties

since the fence was constructed.

6. The parties desire that the location of the existing fence be the boundary between said Properties, and that any property owned by

Angela Shocki east of the fence be conveyed to Bentek LLC.

NOW, THEREFORE the parties agree that the boundary line between their respective properties shall be the following described fence line (Boundary Line Agreement Description):

## **Boundary Line Agreement Description**

The agreed boundary line being the existing fence between the above referenced owners described as follows: Beginning at the intersection of a fence with the southerly boundary line of Copper Hills Heights No. 7 subdivision as recorded in Book HH Page 50 in the Salt Lake County Recorder's Office said intersection is 689.00 feet S.0°01'12"W. coincident with the Quarter Section line and 611.90 feet N.89°49'20"W. coincident with the southerly boundary lines and the extensions thereof of the Copper Hills Heights No. 6 Subdivision as recorded in Book GG Page 81 in the Salt Lake County Recorder's Office and said Copper Hills Heights No. 7 southerly boundary from the East Quarter Corner of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence S.0°01'12"W. 103.00 feet coincident with the existing fence line to the intersection of the northerly boundary line of Martin Village Subdivision as recorded in Book 84-11 Page 178 in the Salt Lake County Recorder's Office.

Bentek LLC hereby quit-claims to Angela Stock; any and all of its rights title and interest in any portion of the Bentek LLC Property lying westerly of the Boundary Line Agreement.

Angela Stock: hereby quit-claims to Bentek LLC any and all of its rights title and interest in any portion of the Angela Stock: Property lying easterly of the Boundary Line Agreement.

The conveyance of the various parcels of property by the parties set forth above is made without warranty of title and subject to: (i) all zoning regulation, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (ii) all reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity. The parties acknowledge that the property affected by this Agreement is along the boundary line or the parties' parcels and may be subject to easements granted to utility providers and may be improved with utility lines. Neither party may disturb or interfere with any existing utility lines that may be located within the affected property.

Notwithstanding anything herein to the contrary and the parties' mutual agreement to the boundary between their properties, the existing fence located

on the boundary line shall be and remain the personal property of Hagela Stocki. Bentek LLC waives any claim of ownership or any other rights to the fence, or any part thereof, and shall not remove, alter or modify the fence.

Angela Stock: shall have the right to remove, modify or alter the fence at any time at its sole discretion.

This Agreement is made for the purpose of setting a disputed boundary line and is intended for that purpose and shall run with the land and inure to the benefit of and be binding upon the heirs, assignees, successors, and transferees of the parties.

IN WITNESS WHEREOF, said Bentek LLC
has caused this instrument to be executed by its proper officers thereunto duly
authorized, this 14th day of May, A.D. 2048.
STATE OF Utah  ) Bentek LLC  Limited Liability Company  )  By ABenta  Manager
On the date first above written personally appeared before me, who, being by me duly sworn, says that he is the Manager of Bendek LLC, a Limited Liability Company, and that the within and foregoing instrument was signed in behalf of said company by authority of its Articles of Organization, and said Kirk a Benson acknowledged to me that said company executed the same.
WITNESS my hand and official stamp  The date in this certificate first above written:    NOTARY PUBLIC - STATE OF UTAH COMMISSION # 697945 COMM. EXP. 11/05/2021

WITNESS, the hand_ of said Grantor_, this29 th day of, A.D. 20 <u>l</u> 8.
Signed in the presence of: Anela Alagic
state of Utah ) <u>Angela Stockj</u>
state of Utah ) <u>Angela Stockj</u> country of Salt Lake )
On the date first above written personally appeared before me,, the signer of the within and foregoing instrument, who duly acknowledged to
me that <u> or the within and foregoing instrument, who duly acknowledged to</u>
Ceula ali
Notary Public
ANELA ALAGIC Notary Public - State of Utah Comm. No. 689621 My Commission Expires on Jun 27, 2020

## Exhibit A (Bentek LLC Property)

Commencing 689 feet South from the East Quarter corner of Section 34, Township 1 South, Range 2 West, Salt Lake Meridian, South 103 feet; West 599.5 feet; North 103 feet; East 599.5 feet to the point of beginning.

Less and Excepting that portion on property lying within the road.

Tax Parcel No.: 14-34-430-006

## Exhibit B (Angela Stocki Property)

Lot 64, Copper Hill Heights No. 8, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder.

Tax Parcel No. 14-34-429-002