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03/21/2019 12:07 PM \$31.00
Book - 10762 Pg - 3666-3676
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
P BRYAN FISHBURN, ESQ
4505 S WASATCH BLVD, STE 215
SLC UT 84124
BY: NPA, DEPUTY - MA 11 P.

WHEN RECORDED, MAIL TO:
P. Bryan Fishburn, Esq.
4505 S. Wasatch Blvd., Suite 215
Salt Lake City, UT 84124

Space above for County Recorder's use

**BOUNDARY LINE AGREEMENT
and QUIT CLAIM DEED**

This Boundary Line Agreement and Quit Claim Deed ("Agreement") is made and entered into by and between T. AND S. WATKINS FAMILY, LLC, a Utah limited liability company (hereafter "Watkins"); and HUNDRED ACRE WOOD, L.C., a Utah limited liability company (hereafter "Hundred Acre Wood").

RECITALS

A. Hundred Acre Wood is the owner of certain real property in Salt Lake County, State of Utah, identified as "'Plat A,' Utah Water Sports Subdivision, a one lot subdivision" (hereinafter "Utah Water Sports Subdivision"), recorded March 23, 2000 as Entry #7601642 at Book 2000, Page 76. The legal description for the Utah Water Sports Subdivision is attached hereto as Exhibit A.

B. Watkins is the owner of multiple adjacent parcels immediately to the north of and abutting the Utah Water Sports Subdivision, and includes the property on which Volkswagen SouthTowne, its lessee, is presently located.

C. The Parties acknowledge that the existing boundary between their properties coincides with the north boundary line of the Utah Water Sports Subdivision, as platted in 2000, which runs 33 feet south of and parallel to the north section line of Section 24 and the south section line of Section 13, Township 3 South, Range 1 West, Salt Lake Base & Meridian.

D. The parties to this Agreement acknowledge and agree that a black mesh fence (the "Fence") erected by Watkins about 18 years ago, located to the north of the Utah Water Sports Subdivision, is not located on the north property line of the Utah Water Sports Subdivision and does not mark the boundary between the Utah Water Sports Subdivision and the Watkins property. Photos of the Fence are attached hereto as Exhibit C.

E. The Parties acknowledge that possible ambiguities exist as to the location of the common boundary line between the Utah Water Sports Subdivision and the Watkins parcels. The Parties desire to enter into this Agreement in order to eliminate or preempt such ambiguities and to determine and adjust the common boundary line between the parcels.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Adjustment and Confirmation of Boundary Line. The Parties agree that the boundary between their respective Parcels (the "Adjusted Boundary Line") shall coincide with a straight line located 32 feet south of and parallel to the north section line of Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian, which line runs between property presently owned by Utah Department of Transportation ("UDOT") on the east, to property owned by Utah Power & Light Co. ("UP&L") on the west. This Adjusted Boundary Line will also coincide with a straight line one foot north of and parallel to the north property line of the Utah Water Sports Subdivision, as recorded March 23, 2000.

2. Fence does not mark Boundary. The Parties agree that the presently existing black, mesh Fence erected by Watkins about 18 years ago (the Fence) does not mark the boundary between Watkins' and Hundred Acre Wood's properties. The Fence will, on execution of this Boundary Line Agreement, remain several feet to the north of the Adjusted Boundary Line. The Fence does not and will not, unless moved at a future date, mark the boundary between the two properties.

3. Hundred Acre Wood's Acknowledgment. Hundred Acre Wood acknowledges and agrees that it neither has, nor shall have as a result of any claims of adverse possession, any right, title, interest, easement, right of access, right of way, or other claim in or to any portion of the Watkins' parcels in Sections 24 and 13 to the north of the Adjusted Boundary Line, including the parcel more specifically described at Exhibit B hereto.

4. Watkins' Acknowledgment. Watkins acknowledges and agrees that it neither has, nor shall have as a result of any claims of adverse possession, any right, title, interest, easement, right of access, right of way, or other claim in or to any property owned or to be owned by Hundred Acre Wood in Section 24 immediately to the south of the Adjusted Boundary Line, including that identified at Exhibit A hereto and also including one foot immediately north of the Utah Water Sports Subdivision (and south of the Adjusted Boundary Line). Each Party covenants not to sue any other party hereto for any claim asserting rights or ownership in the real property of any other party hereto based on adverse possession or otherwise.

5. Quit Claim. By signing below, for and in consideration of the mutual promises made herein, the receipt and sufficiency of which is hereby acknowledged, (a) Hundred Acre Wood, L.C. does hereby grant, convey, and forever quit claim unto T. and S. Watkins Family, LLC and its successors and assigns forever, all of its right, title, interest, equity, and estate in and to that portion of the Watkins' parcels north of the Adjusted Boundary Line, as identified at Exhibit B hereto, to have and to hold the same unto Watkins and unto its assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging; (b) and T. and S. Watkins Family, LLC does hereby grant, convey, and forever quit claim unto Hundred Acre Wood, L.C. and its successors and assigns forever, all of its right, title, interest, equity, and estate in and to that property lying between the Adjusted Boundary Line and the Utah Water

Sports Subdivision, to have and to hold the same unto Hundred Acre Wood, L.C. and unto its assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

6. Permission to continue use of property between Fence and Adjusted Boundary Line. Until such time Watkins decides to move and re-locate the Fence closer to the Adjusted Boundary Line, Watkins gives Hundred Acre Wood permission, revocable at Watkins' discretion, to use but not build on property located between the Fence and the Adjusted Boundary Line (for the planting and watering of grass, for example). Hundred Acre Wood's use, for so long as permission is given, will be rent-free. Hundred Acre Wood, though, will be responsible for repair and upkeep at its expense of sprinkler pipes and heads that are in the area between the Fence and the Adjusted Boundary Line. Hundred Acre Wood agrees to use ordinary care to ensure that water from its sprinkling system does not directly spray onto cars located on Watkins' side of the Fence.

7. Further Assurances. Each Party agrees to cooperate with the other (the "Requesting Party") in the event the Requesting Party shall reasonably request additional written assurances to confirm the location of the Adjusted Boundary Line, provided any expenses arising from such request shall be borne by the Requesting Party.

8. Enforceability. Each Party agrees that a breach of this Agreement will cause irreparable harm to the other Party and that the non-breaching Party shall have the right to enforce this Agreement by specific performance, which right shall be cumulative with all other rights and remedies. In the event of any litigation regarding this Agreement, the prevailing Party shall be paid its reasonable legal fees by the losing Party. In the event that any provision of this Agreement is illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected thereby, and in lieu of such provision, there shall be added a provision as similar in terms as such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

9. Binding Effect/Recording in the Real Estate Records. This Agreement is intended to run with the Parties' respective Parcels and bind the Parties to this Agreement, as well as their respective legal and personal representatives, assigns, successors-in-interest, and administrators. The Parties acknowledge this Agreement shall be recorded in the official records of the office of the County Recorder for Salt Lake County, State of Utah. Watkins will pay recording fees.

10. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or a dedication of any portion of the Parcels to or for the general public or for any public purpose whatsoever, it being the intent of the parties that this Agreement be strictly limited to and for the purposes expressed herein.

11. Authority. The undersigned represent and warrant that each of them are duly authorized to execute this Agreement. The undersigned further represent and warrant that this Agreement, when fully executed, shall constitute a legal, valid, and binding agreement for each of the respective Parties, enforceable in accordance with its terms.

12. No Relationship. The Parties hereto do not, by this Agreement nor by any Parties' acts, become principal and agent, limited or general partner, joint venturers, or of any other similar relationship of each other in the conduct of their respective businesses or otherwise.

13. No Relinquishment of Rights. Except as set forth above, nothing contained in this Agreement shall be construed as transferring, granting, conveying, or relinquishing any Party's easement rights or interests of record with the office of the County Recorder for Salt Lake County, State of Utah.

14. Utah Law. This Agreement shall be construed by the laws of the state of Utah.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of the 13th day of March 2019.

T. AND S. WATKINS FAMILY, LLC

By G. Thomas Watkins
G. Thomas Watkins, Manager

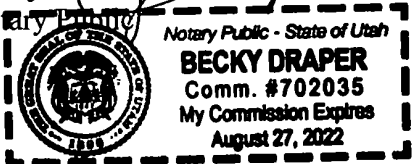
By Susan Watkins
Susan Watkins, Manager

HUNDRED ACRE WOOD, L.C.

By Wayne Sorenson
Wayne Sorenson, Manager

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

On the 13 day of March 2019, personally appeared before me **G. Thomas Watkins**, Manager of T. and S. Watkins Family, LLC, who duly acknowledged to me that he executed the foregoing Boundary Line Agreement and Quit Claim Deed in the capacity indicated.


Becky Draper
Notary Public

Notary Public - State of Utah
BECKY DRAPER
Comm. #702035
My Commission Expires
August 27, 2022

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

On the 13 day of March, 2019, personally appeared before me **Susan Watkins**, Manager of T. and S. Watkins Family, LLC, who duly acknowledged to me that she executed the foregoing Boundary Line Agreement and Quit Claim Deed in the capacity indicated.


Notary Public
**BECKY DRAPER**
Comm. #702035
My Commission Expires
August 27, 2022

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

**BRENDA CRAW**
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp 04/06/2020
Commission # 688631

On the 13th day of March, 2019, personally appeared before me **Wayne Sorensen**, Manager of Hundred Acre Wood, LC, a Utah limited liability company, who duly acknowledged to me that he executed the foregoing Boundary Line Agreement and Quit Claim Deed in the capacity indicated.


Notary Public

Exhibit A

A parcel of land lying in the Northeast quarter of Section 24, Township 3 South, Range 1 West, Salt Lake Base and meridian, more particularly described as follows:

Commencing at a found brass cap marking the North quarter corner of section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence South $89^{\circ}55'40''$ East along the North line of said section a distance of 846.84 feet; thence South $00^{\circ}04'20''$ West a distance of 33.00 feet to the real point of beginning;

Thence South $89^{\circ}55'40''$ East a distance of 219.230 feet to a UDOT Highway right-of-way fence; thence South $10^{\circ}15'25''$ East along said fence a distance of 143.184 feet to a found right-of-way monument; thence South $10^{\circ}00'00''$ East along said fence a distance of 70.239 feet; thence North $89^{\circ}55'40''$ West a distance of 256.310 feet; thence North $00^{\circ}10'02''$ West a distance of 210.022 feet to the real point of beginning.

27-24-201-005

PLF
~~XXXXXXXXXX~~

SURVEYOR'S CERTIFICATE

I, the undersigned, being duly sworn, depose and say that I am the duly qualified and licensed Surveyor for the State of Utah, and that I have personally surveyed and plotted the above as shown on the plat and that it is true and correct.

[Signature]

BOUNDARY DESCRIPTION

A PLACE OF LAND, BEING THE SW 1/4 OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 1 WEST, S. & R. 1/4, W. 1/4, MAP HEREON, IS DESCRIBED AS FOLLOWS:

COMMENCING AT A PLAIN BRASS CAP MARKING THE NORTH QUARTER CORNER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 1 WEST, S. & R. 1/4, W. 1/4, DISTANCE OF 142.87 FEET TO THE POINT OF BEGINNING; THENCE S88°25'24" W DISTANCE OF 110.00 FEET TO A POINT 10.00 FEET SOUTH AND 27.00 FEET WEST OF THE POINT OF BEGINNING; THENCE S88°25'24" W DISTANCE OF 10.00 FEET TO A POINT 10.00 FEET SOUTH AND 37.00 FEET WEST OF THE POINT OF BEGINNING; THENCE S88°25'24" W DISTANCE OF 27.00 FEET TO A POINT 10.00 FEET SOUTH AND 64.00 FEET WEST OF THE POINT OF BEGINNING; THENCE S88°25'24" W DISTANCE OF 27.00 FEET TO THE POINT OF BEGINNING, CONTAINING THE AREA OF 0.33 ACRES.

OWNER'S DECLARATION

I, the undersigned, being duly sworn, depose and say that I am the owner of the above as shown on the plat and that I have personally surveyed and plotted the above as shown on the plat and that it is true and correct.

[Signature]

ACKNOWLEDGMENT

I, the undersigned, being duly sworn, depose and say that I am the duly qualified and licensed Surveyor for the State of Utah, and that I have personally surveyed and plotted the above as shown on the plat and that it is true and correct.

[Signature]

ENGINEER

APPROVED SUBJECT TO THE FOLLOWING CONDITIONS:

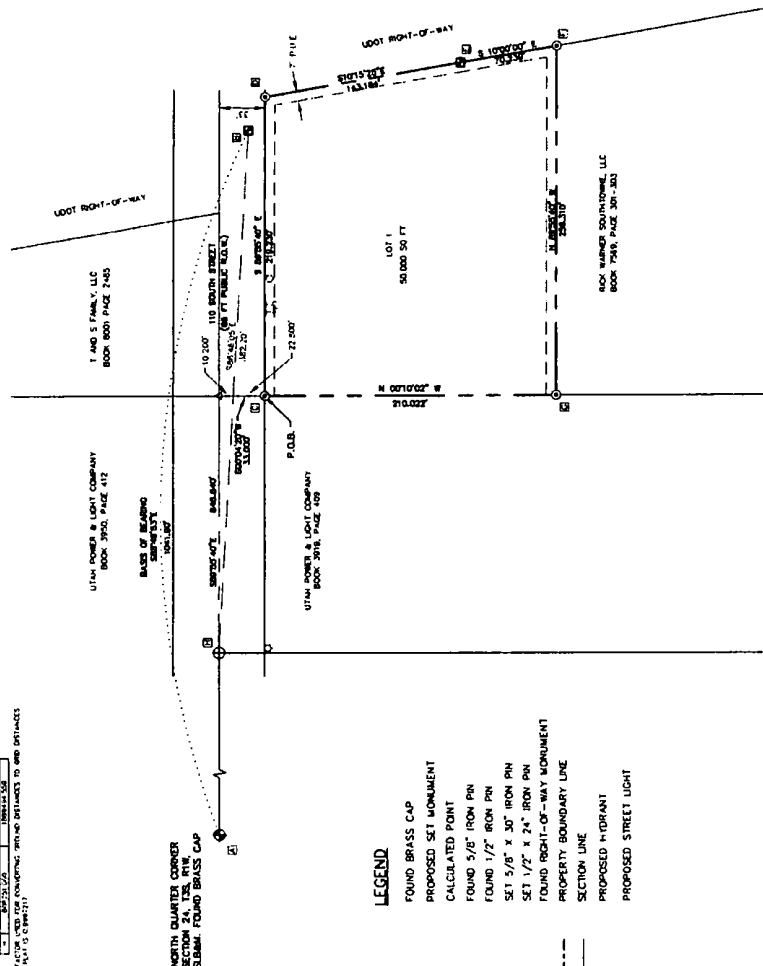
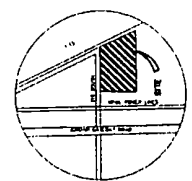
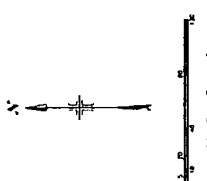
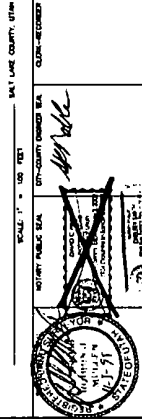
[Signature]

PLANNING COMMISSION APPROVAL

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF SALT LAKE COUNTY, UTAH, ON THE 10th DAY OF SEPTEMBER, 2006.

[Signature]

**PLAT "A"
UTAH WATER SPORTS
SUBDIVISION
A ONE LOT SUBDIVISION**



STATE PLANE COORDINATES

NO.	EASTING	NORTHING
1	500000.00	1000000.00
2	500000.00	1000000.00
3	500000.00	1000000.00
4	500000.00	1000000.00
5	500000.00	1000000.00
6	500000.00	1000000.00
7	500000.00	1000000.00
8	500000.00	1000000.00
9	500000.00	1000000.00
10	500000.00	1000000.00

- LEGEND**
- FOUND BRASS CAP
 - ▲ PROPOSED SET MONUMENT
 - CALCULATED POINT
 - FOUND 5/8" IRON PIN
 - FOUND 1/2" IRON PIN
 - SET 5/8" X 30" IRON PIN
 - SET 1/2" X 24" IRON PIN
 - FOUND RIGHT-OF-WAY MONUMENT
 - PROPERTY BOUNDARY LINE
 - SECTION LINE
 - PROPOSED HYDRANT
 - PROPOSED STREET LIGHT

HUBBLE ENGINEERING, INC.
ENGINEERING-SURVEYING-PLANNING

1471 N. 1700 W.
OREM, UTAH 84057
(801) 802-8992

RECORDED - 766 014-42
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REGISTER'S OFFICE.
DATE - 09.28.06 TIME - 2:00 PM
BOOK - 2000 P-76
PAGE - 006

Exhibit B

A parcel of land located in the Southeast Quarter of Section 13, Township 3 South, Range 1 West and the Northeast Quarter of Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian being more particularly described as follows:

Beginning at the intersection of the east line of Jordan Gateway and the section line said point being South 89°55'40" East 662.72 feet from the South Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running;

thence North 0°10'20" West 33.00 feet along the east line of said Jordan Gateway;
thence South 89°55'40" East 312.23 feet;
thence South 10°20'00" East 33.55 feet to the section line;
thence South 89°55'40" East 79.05 feet along said section line to the west line of the Interstate 15 right of way;
thence South 10°15'25" East 32.53 feet along said right of way line;
thence North 89°55'40" West 219.07 feet;
thence South 0°10'20" East 1.00 feet;
thence North 89°55'40" West 183.82 feet to the east line of the Jordan Gateway;
thence North 0°10'20" West 33.00 feet along the east line of said Jordan Gateway to the point of beginning.

Contains 23,387 square feet. 0.536 acres

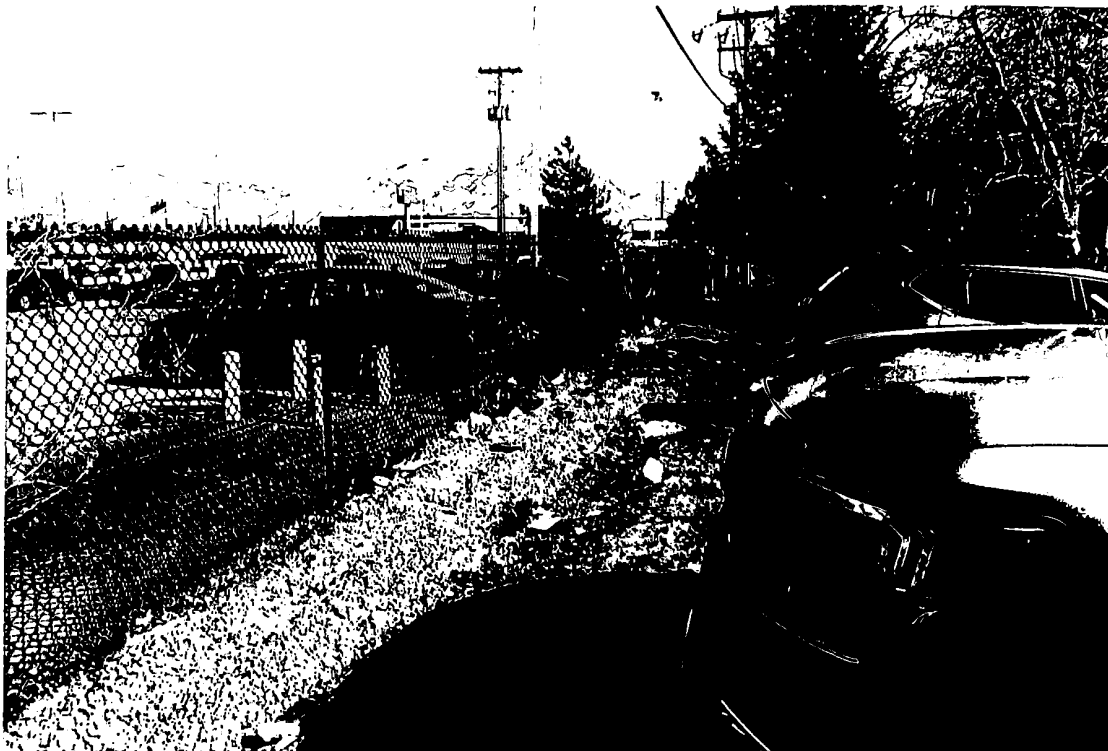
Exhibit C



North side of fence, looking South



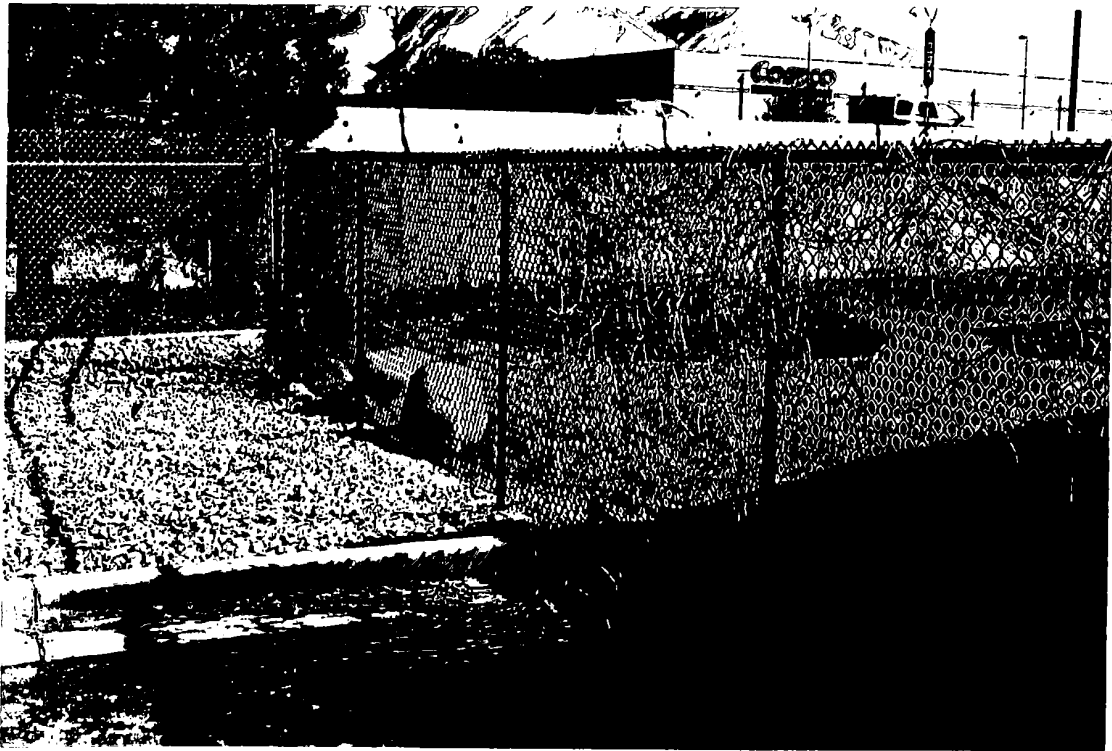
North side of fence, looking west/southwest



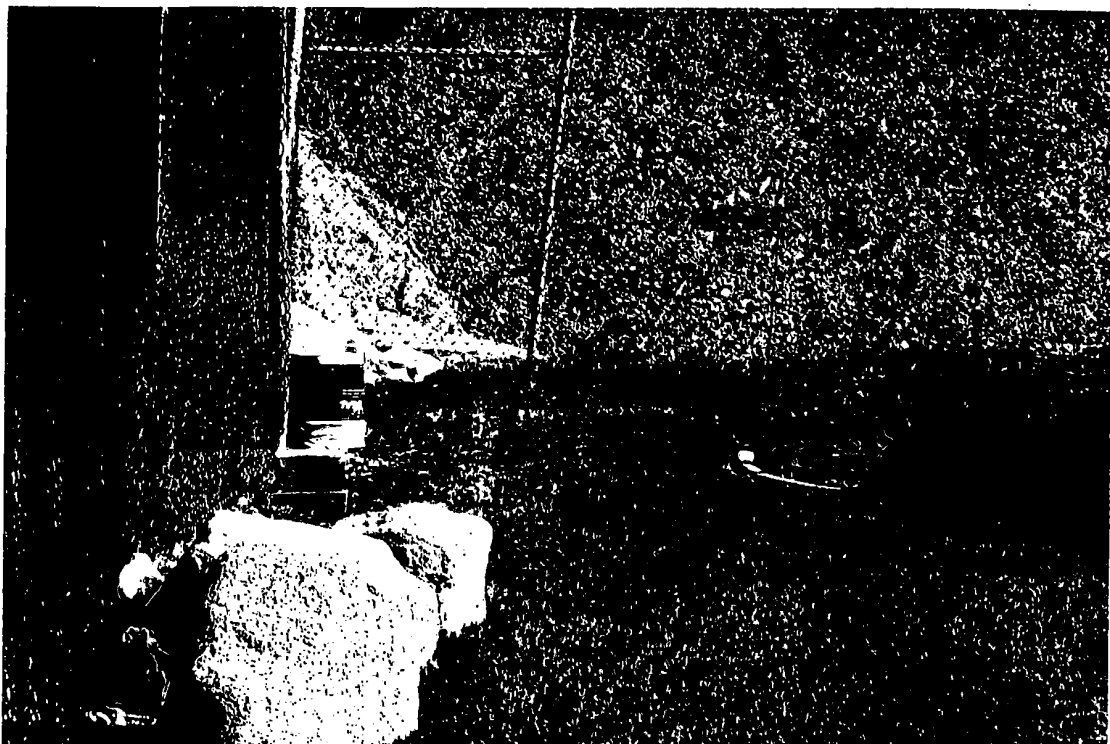
South side of fence, looking east



North side of fence, looking south/southeast



North side of fence, east end looking east



Fence on left (not to right of bucket) looking east