

1. Confirmation of Parcel Boundary Line. The Parties hereby incorporate into this Agreement all recitals set forth above by this reference. The Parties state, confirm, and ratify the location of the common boundary between the Svendsen Parcel and the Gross Parcel as depicted on the Survey as being the true, correct, and accurate location of the common boundary line between their respective parcels (the "Boundary Line"), which boundary line is more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference, which line immediately abuts the Svendsen

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:

AGREEMENT:

E. The Parties have agreed to recognize the boundary line depicted on the Survey as the true boundary between their respective Parcels in accordance with the terms of this Agreement.

D. In connection with this Agreement, Gross obtained a survey of the common boundary line (the "Survey") to permanently define the location of the common boundary line of the north and west side of the Gross Parcel and the south and east side of the Svendsen Parcel. The Survey was performed by Gregory D. Wilding (Wilding Engineering), and a copy is attached as Exhibit "A" attached hereto.

C. The Parties acknowledge that certain ambiguities exist as to the common boundary line between the Svendsen Parcel and the Gross Parcel. The Parties desire to enter into this Agreement in order to eliminate such ambiguities and to forever determine and establish the common boundary line between the Svendsen Parcel and the Gross Parcel.

B. Gross is the fee simple owner of certain real property in Salt Lake County, Utah (the "Gross Parcel") that neighbors the Svendsen Parcel.

A. Svendsen is the fee simple owner of certain real property in Salt Lake County, Utah (the "Svendsen Parcel").

RECITALS:

This Boundary Line Agreement ("Agreement") is made and entered into by and between Paul Svendsen and Mary Piciochi (collectively "Svendsen"), and Jefferson W. Gross ("Gross"). Svendsen and Gross are sometimes collectively referenced in this Agreement as the "Parties" or individually referenced as a "Party".

**BOUNDARY LINE AGREEMENT**

Space above for County Recorder's use

Tax Parcel Nos.: 09-33-352-017, 09-33-352-018

12980944  
05/03/2019 10:47 AM \$24.00  
Book - 10776 Pg - 9301-9308  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
SEAN N EGAN, ESQ  
SOUTH TEMPLE TOWER, STE 1505  
136 E SOUTH TEMPLE  
SALT LAKE CITY UT 84111-1152  
BY: MZA, DEPUTY - MA 8 P.

Recorded at the Request of:  
Jefferson W. Gross  
1315 E Second Avenue  
Salt Lake, Utah 84103  
Paul Svendsen and Mary Piciochi  
1305 E Second Avenue  
Salt Lake, Utah 84103

Parcel and the Gross Parcel as shown on the Survey attached hereto as Exhibit "A." Each Party hereby acknowledges and agrees that it neither has, nor shall have as a result of any claims of adverse possession, any right, title, interest, or claim in or to any portion of the Svendsen Parcel and the Gross Parcel outside of the property lines for such Party's Parcel as depicted on the Survey.

2. Svendsen Quit Claim. By placing its signature below, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, Svendsen does hereby quit claim unto Gross, and its successors and assigns forever, all of their right, title, interest, equity, and estate in and to any portion of the Svendsen Parcel lying south of the Boundary Line, as depicted on the Survey, to have and to hold unto Gross, and unto its heirs and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

3. Gross Quit Claim. By placing its signature below, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, Gross does hereby quit claim unto Svendsen, and their successors and assigns forever, all of his right, title, interest, equity, and estate in and to any portion of the Gross Parcel lying north of the Boundary Line as depicted on the Survey, to have and to hold unto Svendsen, and unto its heirs and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

4. 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 Boundary Line, provided any expenses arising from such request shall be borne by the Requesting Party.

5. Enforceability. Each Party agrees that a breach of this Agreement by it will cause irreparable harm to the other Parties and that the non-breaching Party or Parties 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 legal fees by the losing Party. In the event that any provision of this Agreement shall be 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.

6. 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, heirs, assigns, successors-in-interest, executors, 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.

7. 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.

8. Authority. The undersigned represent and warrant that each of them has been duly authorized to execute this Agreement for and on behalf of the respective Parties. 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.

9. 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.

10. No Relinquishment of Rights. Except for the quit claim conveyances set forth in Sections 2 and 3 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.
11. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

*[Remainder of Page Intentionally Left Blank.]*



\_\_\_\_\_  
 Notary Public

On the 18 day of April 2019, personally appeared before me Paul Svendsen and Mary Piciochi, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

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

\_\_\_\_\_  
 Mary Piciochi

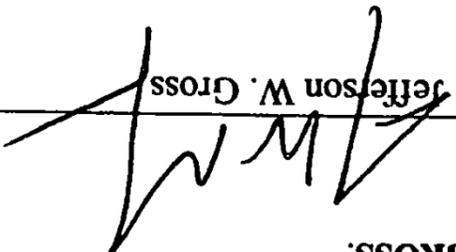
\_\_\_\_\_  
 Paul Svendsen

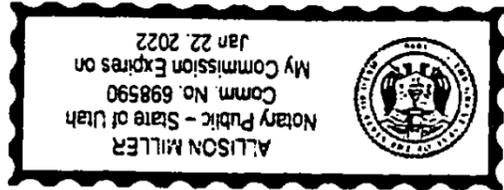
SVENDSEN:

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of the 18 day of April, 2019.

On the 17 day of APRIL, 2019, personally appeared before me Jefferson W. Gross, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

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

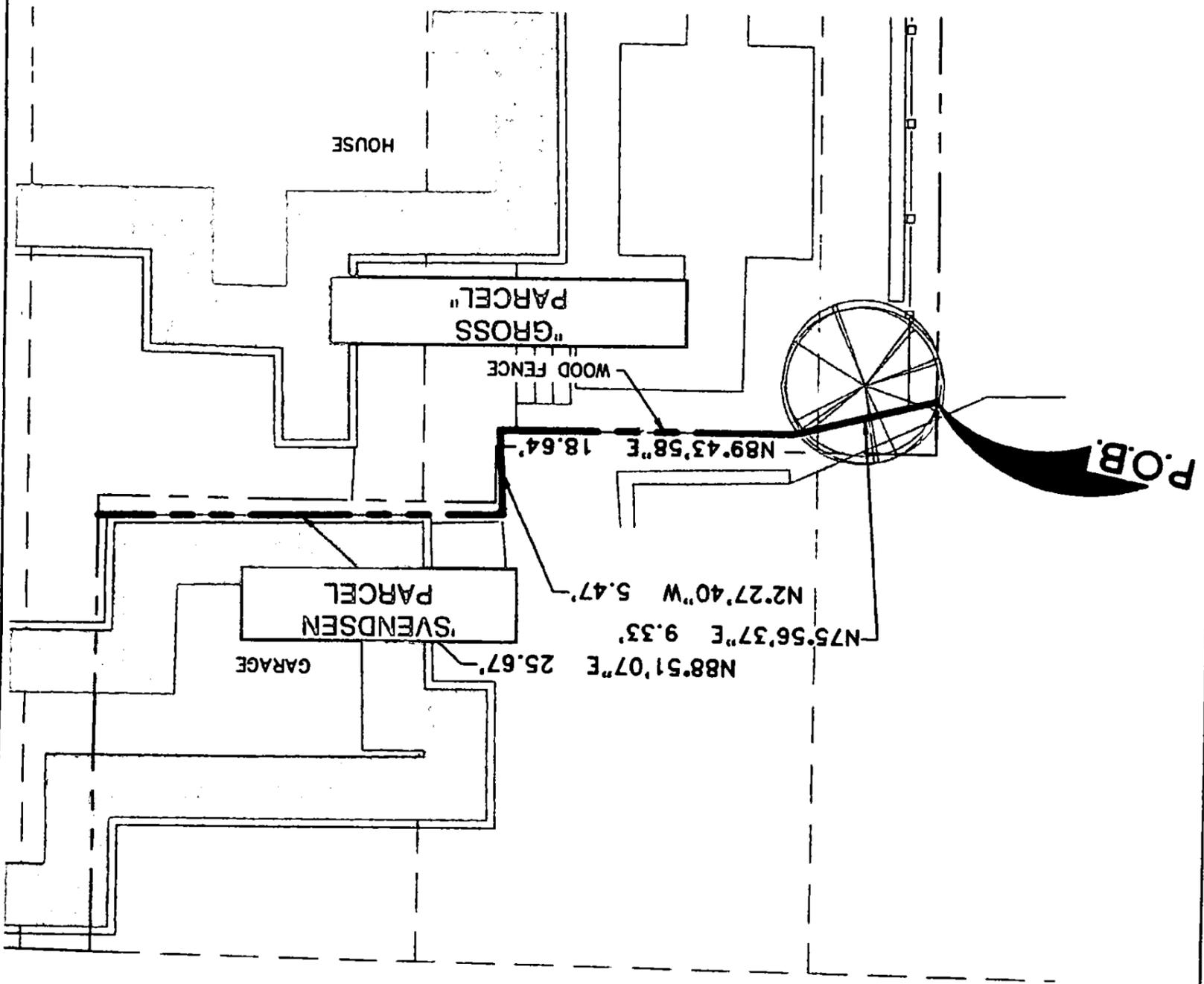
GROSS:  
  
Jefferson W. Gross



  
Notary Public

*See attached.*

**EXHIBIT "A"**



SCALE 1" = 10'



EXHIBIT "A"

BEGINNING AT A POINT ON THE WEST LINE OF THE GROSS PROPERTY, SAID POINT BEING AT A PROLONGATION OF AN EXISTING WOOD FENCE, SAID POINT ALSO BEING NORTH 00°01'57" EAST ALONG THE CENTERLINE OF ALTA STREET A DISTANCE OF 40.00 FEET AND NORTH 89°58'05" WEST 31.00 FEET TO THE SOUTHEAST CORNER OF LOT 48, POPPERTON PLACE SUBDIVISION, ON FILE WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER AND NORTH 89°58'05" WEST ALONG THE NORTH LINE OF SECOND AVENUE A DISTANCE OF 132.65 FEET AND NORTH 00°01'47" EAST 88.64 FEET FROM THE MONUMENT AT THE INTERSECTION OF SECOND AVENUE AND ALTA STREET, AND RUNNING THENCE ALONG SAID WOOD FENCE THE FOLLOWING THREE (3) COURSES, 1) NORTH 75°56'37" EAST 9.33 FEET, 2) NORTH 89°43'58" EAST 18.64 FEET, 3) NORTH 02°27'40" WEST 5.47 FEET TO THE PROLONGATION OF THE SOUTH FACE OF A GARAGE; THENCE NORTH 88°51'07" EAST ALONG SAID FACE AND A PROLONGATION THEREOF A DISTANCE OF 25.67 FEET TO THE POINT OF TERMINATION.

EXHIBIT "B"