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Book - 10984 Pg - 7491-7498
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 8 P.

WHEN RECORDED RETURN TO:

Christopher Terry
3060 East Millcreek Dell Lane
Millcreek City, Utah 84109

127082-CAB

BOUNDARY LINE ADJUSTMENT AGREEMENT

This BOUNDARY LINE ADJUSTMENT AGREEMENT (the "Agreement") is entered into as of July 22nd, 2020, by and between CHRISTOPHER T. TERRY, an individual, ("Parcel 1 Owner"), whose address is 3060 East Millcreek Dell Lane, Millcreek City, Utah 84109, and CHRISTOPHER TERRY, an individual, ("Parcel 2 Owner"), whose address is 3060 East Millcreek Dell Lane, Millcreek City, Utah 84109.

Recitals:

A. Parcel 1 Owner is the owner of certain real property situated in Salt Lake County, State of Utah having a tax parcel identification number of 16-35-129-024 ("Parcel 1"), which is more particularly described on Exhibit "A" attached hereto.

B. Parcel 2 Owner is the owner of certain real property situated in Salt Lake County, State of Utah having a tax parcel identification number of 16-35-129-025 ("Parcel 2"), which is more particularly described on Exhibit "B" attached hereto.

C. Parcel 1 and Parcel 2 adjoin one another and the parties desire to adjust their mutual boundary as provided herein.

Agreement:

NOW, THEREFORE, in consideration of the above premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby 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. Common Boundary Line. The common boundary line between Parcel 1 and Parcel 2, is hereby described on Exhibit "C" attached hereto and made a part hereof. Following the recording of this Agreement, the legal description of Parcel 1 will be as set forth on Exhibit "D" attached hereto and made a part hereof ("Revised Parcel 1"), and the legal description of Parcel 2 will be as set forth on Exhibit "E" attached hereto and made a part hereof ("Revised Parcel 2").

2. Quit Claim by Parcel 1 Owner. Parcel 1 Owner hereby releases, remises, and quit-claims to Parcel 2 Owner all of Parcel 1 Owner's right, title and interest in and to any real property located within the boundaries of Revised Parcel 2.

ACCOMMODATION RECORDING ONLY.
COTTONWOOD TITLE INSURANCE AGENCY,
INC. MAKES NO REPRESENTATION AS TO
CONDITION OF TITLE, NOR DOES IT ASSUME
ANY RESPONSIBILITY FOR VALIDITY,
SUFFICIENCY OR EFFECTS OF DOCUMENT.

3. Quit Claim by Parcel 2 Owner. Parcel 2 Owner hereby releases, remises, and quit-claims to Parcel 1 Owner all of Parcel 2 Owner's right, title and interest in and to any real property located within the boundaries of Revised Parcel 1.

4. Miscellaneous Provisions.

4.1 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4.2 No New Lot; No Violation of Zoning Ordinance. The parties acknowledge and agree that the lot line adjustment provided for herein has been approved by Millcreek City and does not create a new lot and does not result in a violation of applicable zoning ordinances.

4.3 Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable or unenforceable, such void, voidable or unenforceable term or provision shall not affect any other term or provision of this Agreement.

4.4 Governing Law. This Agreement and all matters relating hereto shall be governed by, construed and interpreted in accordance with the laws of the State of Utah.

4.5 Entire Agreement. This Agreement (together with the Exhibits hereto) constitutes the entire understanding and agreement between the parties hereto and supersedes all prior agreements, representations or understandings between them relating to the subject matter hereof. All preceding agreements relating to the subject matter hereof, whether written or oral, are hereby merged into this Agreement. This Agreement may not be modified in any manner except by an instrument in writing signed by all of the parties hereto.

4.6 Further Action. The parties hereby agree to execute and deliver such additional documents and to take further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto, execute this Agreement on the date and year first above written.

“PARCEL 1 OWNER”:


CHRISTOPHER T. TERRY, an individual

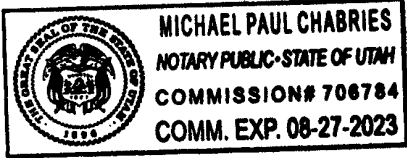
“PARCEL 2 OWNER”:


CHRISTOPHER T. TERRY, an individual

STATE OF UTAH)
) ss:
County of SALT LAKE)

On this 22nd day of July, 2020 personally appeared before me **Christopher T. Terry**, the signer of the foregoing Agreement and duly acknowledged to me that he executed the same.

(Seal and Expiration Date)

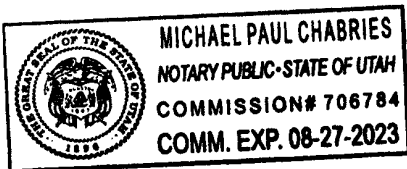



Notary Public

STATE OF UTAH)
) ss:
County of SALT LAKE)

On this 22nd day of July, 2020 personally appeared before me **Christopher Terry**, the signer of the foregoing Agreement and duly acknowledged to me that he executed the same.

(Seal and Expiration Date)



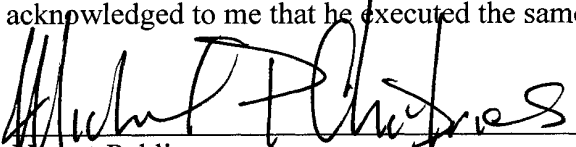

Notary Public

EXHIBIT "A"
TO
BOUNDARY LINE ADJUSTMENT AGREEMENT

Description of Parcel 1

Beginning at a point South 1085.70 feet and West 227.39 feet from the North Quarter Corner of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 62°52' East 112.36 feet; thence North 289.03 feet to the Center of Mill Creek; thence South 82° West 23.00 feet along said centerline; thence North 78° West 50.00 feet along said centerline; thence North 20° West 40.00 feet along said centerline; thence North 40° West 22.76 feet along said centerline; thence South 300.00 feet to the point of beginning.

Parcel 16-35-129-024

EXHIBIT "B"
TO
BOUNDARY LINE ADJUSTMENT AGREEMENT

Description of Parcel 2

Beginning at the Southeast corner the William G. Fowler property, at a point South 1085.70 feet and West 227.39 feet and South 62°52' East 11.36 feet from the North quarter corner of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian, said point also described as being North 1571.85 feet and West 226.75 feet and South 62°52' East 112.36 feet from the center of said Section 35; and running thence South 62°52' East 112.37 feet; thence North 350 feet, more or less, to the center of Mill Creek; thence South 89° West 60 feet; thence South 55°30' West 24.00 feet; thence South 89° West 20.23 feet; thence South 259.03 feet, more or less, to the point of beginning.

Parcel 16-35-129-025

EXHIBIT "C"
TO
BOUNDARY LINE ADJUSTMENT AGREEMENT

Common Lot Line

A line situate in the Northwest Quarter of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Commencing South 00°02'41" West 861.50 feet along the North-South Quarter Section line and North 89°57'19" West 26.72 feet from the North Quarter Corner of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running;

thence West 27.05 feet;
thence South 68°41'47" West 29.42 feet;
thence South 18°15'31" West 11.62 feet;
thence South 78°57'24" West 38.62 feet;
thence South 48.55 feet;
thence South 13°08'10" West 17.60 feet;
thence South 180.66 feet;

EXHIBIT "D"
TO
BOUNDARY LINE ADJUSTMENT AGREEMENT

Description of Revised Parcel 1

A parcel of land situate in the Northwest Quarter of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Commencing South 00°02'41" West 861.50 feet along the North-South Quarter Section line and North 89°57'19" West 26.72 feet from the North Quarter Corner of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running;

thence West 27.05 feet;
thence South 68°41'47" West 29.42 feet;
thence South 18°15'31" West 11.62 feet;
thence South 78°57'24" West 38.62 feet;
thence South 48.55 feet;
thence South 13°08'10" West 17.60 feet;
thence South 180.66 feet;
thence North 62°52'00" West 112.36 feet;
thence North 300.00 feet to a point on the Centerline of Mill Creek;
thence along the Centerline of Mill Creek the following (10)ten courses: 1)South 36°07'30" East 16.57 feet; 2)South 23°55'40" East 9.61 feet; 3)South 17°43'18" East 23.49 feet; 4)South 31°40'52" East 16.11 feet; 5)South 74°31'50" East 19.11 feet; 6)South 89°21'05" East 37.62 feet; 7)North 70°10'38" East 16.34 feet; 8)North 61°56'08" East 38.19 feet; 9)North 67°01'39" East 43.44 feet; 10)North 75°28'37" East 26.46 feet;
thence South 59.10 feet to the point of beginning.

Contains 32,953 square feet or 0.756 acres.

Parcel 16-35-129-024

EXHIBIT "E"
TO
BOUNDARY LINE ADJUSTMENT AGREEMENT

Description of Revised Parcel 2

A parcel of land situate in the Northwest Quarter of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Commencing South 00°02'41" West 861.50 feet along the North-South Quarter Section line and North 89°57'19" West 26.72 feet from the North Quarter Corner of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running;

thence South 326.71 feet;
thence North 62°52'00" West 112.37 feet;
thence North 180.66 feet;
thence North 13°08'10" East 17.60 feet;
thence North 48.55 feet;
thence North 78°57'24" East 38.62 feet;
thence North 18°15'31" East 11.62 feet;
thence North 68°41'47" East 29.42 feet;
thence East 27.05 feet to the point of beginning.

Contains 28,596 square feet or 0.656 acres

Parcel 16-35-129-025