13349599 8/4/2020 10:28:00 AM \$40.00 Book - 10992 Pg - 3205-3213 RASHELLE HOBBS Recorder, Salt Lake County, UT KIRTON & MCCONKIE BY: eCASH, DEPUTY - EF 9 P.

WHEN RECORDED RETURN TO:

Kirton McConkie Attn: Peter Schofield 2600 West Executive Parkway, Suite 400 Lehi, Utah 84043

Parcel Nos.: 22-07-157-030; 22-07-157-035

(Space Above for Recorder's Use)

### **BOUNDARY LINE AGREEMENT**

THIS BOUNDARY LINE AGREEMENT (this "Agreement") is entered into as of the 21st day of July, 2020 (the "Effective Date"), by and between HCVI PROPERTY L.L.C., a Utah limited liability company ("HCVI"), and LOREE HAINES, an individual ("Haines"). HCVI and Haines may be referred to herein collectively as the "Parties" or each individually as a "Party."

### RECITALS

- A. HCVI owns certain real property located in Salt Lake County, Utah, commonly known as parcel number 22-07-157-030, as more particularly described on <u>Exhibit A</u> attached hereto and incorporated herein by this reference (the "HCVI Property").
- B. Haines owns certain real property located adjacent and to the south of the HCVI Property, commonly known as parcel number 22-07-157-035 as more particularly described on Exhibit B, attached hereto and incorporated herein by this reference (the "Haines Property"). The HCVI Property and the Haines Property may be referred to herein collectively as the "Properties" or each individually as a "Property".
- C. The Properties are contiguous to each other, sharing a common boundary line along the south of the HCVI Property and the north of the Haines Property.
- D. Pursuant to Utah Code Ann. § 57-1-45 (2019), the Parties, as the owner of the Properties, desire to redefine the common boundary line between the Properties without effectuating a subdivision or creating any new tax parcels.
- E. Upon execution of this Agreement, the common boundary line between the Properties will be adjusted as set forth herein.

### TERMS AND CONDITIONS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual covenants and promises hereinafter set forth, the Parties agree as follows:

1. <u>Recitals</u>. The above Recitals are hereby incorporated by this reference.

- 2. <u>Reconfiguration of the Properties</u>. The Parties hereby reconfigure the Properties as follows:
  - (a) The HCVI Property is reconfigured to the legal description set forth on Exhibit C, attached hereto and incorporated by reference (the "Reconfigured HCVI Property"); and
  - (b) The Haines Property is reconfigured to the legal description set forth on Exhibit D, attached hereto and incorporated by reference (the "Reconfigured Haines Property" and together with the Reconfigured HCVI Property, the "Reconfigured Properties").
  - (c) The Reconfigured Properties are more fully depicted on that certain boundary survey filed in the office of the Salt Lake County Surveyor on July 21, 2020, as S2020-07-0520.

Each of the Parties, for itself, its heirs, successors and assigns, hereby agrees to recognize and respect the boundary between the Reconfigured Properties as established pursuant to this Agreement.

## 3. <u>Conveyance</u>.

- (a) HCVI owns fee simple title to the Reconfigured HCVI Property and Haines hereby quitclaims to HCVI any interest it has in the Reconfigured HCVI Property.
- (b) Haines owns fee simple title to the Reconfigured Haines Property and HCVI hereby quitclaims to Haines any interest it has in the Reconfigured Haines Property.
- 4. <u>Notices for Tax Purposes</u>. Each Party's address for tax purposes is as follows:

To HCVI:

HCVI Property L.L.C. 2632 W. Delpha Dr. Taylorsville, UT 84129

To Haines:

Loree Haines 4998 S. Jones Court Murray, UT 84107

- 5. <u>No Subdivision</u>. The Parties acknowledge that the purpose of this Agreement is to adjust the common boundary line between the Properties and not to undertake a subdivision or the creation of additional tax parcels. The Parties, respectively, originally held title to two tax parcels and there remains two tax parcels subsequent to the adjustment of the boundaries provided herein. Furthermore, the Properties and the Reconfigured Properties cover the same total area.
- 6. <u>Integration</u>; <u>Modification</u>. This Agreement (including all Exhibits attached hereto) contains the entire agreement of the Parties with respect to the matters set forth herein. This Agreement may be modified or amended only by the Parties, their successors and assigns.
- 7. <u>Duration; Rights Run With the Land; Binding Effect</u>. This Agreement shall be perpetual. Each of the agreements and rights contained in this Agreement shall: (i) inure to the benefit of and be binding upon the Parties and their respective successors, successors-in-title, heirs and assigns; (ii) shall run with the land; and (iii) shall remain in full force and effect and shall be unaffected by any change in the ownership of, or any encumbrances, lien, judgment, easement, lease or other right affecting, the Reconfigured Properties, or any portion of the Reconfigured Properties, or any change of use, demolition, reconstruction, expansion or other circumstances.

- 8. <u>Applicable Law</u>. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.
- 9. <u>Severability</u>. In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant or other provision herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such condition, covenant or other provision shall be deemed valid to the extent of the scope and breadth permitted by law.
- 10. <u>Recording</u>. This Agreement shall be recorded with the Recorder's office of Salt Lake County, State of Utah.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

[Signatures and Acknowledgements Follow]

## SIGNATURE AND ACKNOWLEDGMENT TO BOUNDARY LINE AGREEMENT

### **HCVI:**

HCVI PROPERTY L.L.C., a Utah limited liability company

By: Chyfu Courig

Name: Clayfon Cornia

Title: Managing Member

STATE OF <u>UTA H</u>)
:ss
COUNTY OF <u>SALT LAKE</u>)

On this 10 day of APRIL, 2020, personally appeared before me CLATTON CORNIA, personally known to me to be the MANAGING MEMBER of HCVI PROPERTY L.L.C., a Utah limited liability company, who acknowledged before me that he/she signed the foregoing instrument for said entity.

WITNESS my hand and official seal.

Notary Public

KIMBERLY ALLGOOD

Notary Public

State of Utah

Comm. No. 699797

My Comm. Expires April 2, 2022

# SIGNATURE AND ACKNOWLEDGMENT TO BOUNDARY LINE AGREEMENT

HAINES:

By: dow Haines

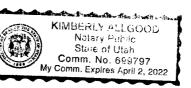
STATE OF <u>UTAH</u>)

COUNTY OF SALT LAKE

On this \_\\_ day of \_APRIL\_\_\_\_\_, 2020, personally appeared before me LOREE HAINES who acknowledged before me that she signed the foregoing instrument.

WITNESS my hand and official seal.

Notary Public



### EXHIBIT A

(Legal Description of the HCVI Property)

COMMENCING AT A POINT IN THE CENTER OF VINE STREET BEARING SOUTH 63°EAST, BEING 1.7 CHAINS SOUTH AND SOUTH 63° EAST ALONG THE CENTER OF VINE STREET 194.83 FEET FROM THE SOUTHEAST CORNER OF LOT 1, SECTION 7, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, TO THE POINT OF BEGINNING OF THE REACT TO BE DESCRIBED AND RUNNING THENCE ALONG AN OLD FENCE LINE SOUTH 14°45' WEST 154.57 FEET; THENCE NORTH 75°15' WEST 2.00 FEET TO A POINT 1.5 FEET NORTHERLY FROM THE NORTHWEST CORNER OF A CONCRETE SHED; THENCE SOUTH 14°45' WEST 28.43 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 81° EAST 58.8 FEET TO THE WEST SIDE OF A 40- FOOT STREET; THENCE NORTH 14°45' EAST 163 FEET TO THE CENTER OF VINE STREET; THENCE NORTH 63° WEST 57.95 FEET ALONG THE CENTER OF VINE STREET TO THE POINT OF BEGINNING.

### EXHIBIT B

(Legal Description of the Haines Property)

### PARCEL 1:

BEGINNING AT A POINT WITH IS SOUTH 354.00 FEET FROM THE NORTHEAST CORNER OF LOT 2, SECTION 7, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 49.66 FEET; THENCE SOUTH 88°40'20" EAST 96.00 FEET; THENCE NORTH 01°19'40" EAST, 2.75 FEET; THENCE SOUTH 88°40'20" EAST 70.57 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF JONES COURT AS DETERMINED BY THE MURRAY CITY ENGINEER; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE NORTH 14°57'40" EAST 19.54 FEET TO THE SOUTHEASTERLY BOUNDARY LINE OF THE IRENE K. MERRICK PROPERTY, AS DESCRIBED IN THE AT CERTAIN WARRANTY DEED RECORDED JUNE 11, 1976, AS ENTRY NO.: 2823639, IN BOOK 4230, AT PAGE 261, OF OFFICIAL RECORDS; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE NORTH 81°00'00" WEST, 58.80 FEET TOT HE SOUTHWEST CORNER OF SAID MERRICK PROPERTY; THENCE NORTH 78°42' WEST 115.80 FEET TO THE POINT OF BEGINNING.

## **EXHIBIT C**

(Legal Description of the Reconfigured HCVI Property)

A PARCEL OF LAND SITUATE WITHIN THE NORTHWEST QUARTER OF SECTION 07, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, LOCATED IN MURRAY CITY, COUNTY OF SALT LAKE, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF VINE STREET, SAID POINT BEING SOUTH 63°04'40" EAST, ALONG THE VINE STREET MONUMENT LINE, (BASIS OF BEARING BEING SOUTH 0°05'19" WEST, ALONG THE STATE STREET MONUMENT LINE, BETWEEN MONUMENTS FOUND AT VINE STREET AND 5300 SOUTH STREET) A DISTANCE OF 741.21, TO THE RECORD POINT OF BEGINNING OF THAT CERTAIN TRACT OF LAND CONVEYED TO HCVI PROPERTY, L.L.C., BY WARRANTY DEED RECORDED AS ENTRY NO.: 12855839, OF OFFICIAL RECORDS (SAID RECORD POINT OF BEGINNING BEING THEREIN DESCRIBED AS 1.7 CHAINS SOUTH AND SOUTH 63° EAST ALONG THE CENTER OF VINE STREET 194.83 FEET FROM THE SOUTHEAST CORNER OF LOT 1, SECTION 07, TOWNSHIP 2 SOUTH, RANGE 1 EAST) AND SOUTH 14°40'20" WEST, ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 33.77 FEET, FROM THE SALT LAKE COUNTY MONUMENT AT THE INTERSECTION OF STATE STREET AND VINE STREET; AND RUNNING THENCE SOUTH 63°04'40" EAST, A DISTANCE OF 57.95 FEET, MORE OR LESS, TO THE WESTERLY LINE OF JONES COURT; THENCE SOUTH 14°40'20" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 117.81 FEET, TO A POINT OF INTERSECTION WITH A WROUGHT IRON FENCE; THENCE SOUTH 88°57'05" WEST, ALONG SAID WROUGHT IRON FENCE AND THE PROJECTION THEREOF, A DISTANCE OF 60.91 FEET, TO THE WEST LINE OF OF SAID TRACT; THENCE ALONG THE SAID WEST LINE THE FOLLOWING THREE (3) COURSES: (1) NORTH 14°40'20" EAST, A DISTANCE OF 25.81 FEET; (2) SOUTH 75°19'40" EAST, A DISTANCE OF 2.00 FEET; (3) NORTH 14°40'20" EAST, A DISTANCE OF 120.80 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 7,522 SQUARE FEET, OR 0.173 OF AN ACRE

### EXHIBIT D

(Legal Description of the Reconfigured Haines Property)

A PARCEL OF LAND SITUATE WITHIN THE NORTHWEST QUARTER OF SECTION 07, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, LOCATED IN MURRAY CITY, COUNTY OF SALT LAKE, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 63°04'40" EAST, ALONG THE VINE STREET MONUMENT LINE, A DISTANCE OF 546.38 FEET AND SOUTH, A DISTANCE OF 239.66 FEET AND EAST, A DISTANCE OF 1.39 FEET, FROM THE SALT LAKE COUNTY MONUMENT AT THE INTERSECTION OF VINE STREET AND STATE STREET (BASIS OF BEARING BEING SOUTH 0°05'19" WEST, ALONG THE STATE STREET MONUMENT LINE, BETWEEN MONUMENTS FOUND AT VINE STREET AND 5300 SOUTH STREET), (SAID BEGINNING POINT BEING DESCRIBED BY RECORD AS SOUTH 354.00 FEET FROM THE NORTHEAST CORNER OF LOT 2 SECTION 7, TOWNSHIP 2 SOUTH, RANGE 1 EAST); AND RUNNING THENCE SOUTH 78°46'24" EAST, A DISTANCE OF 126.57 FEET (115.80' BY RECORD), TO THE WEST LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO HCVI PROPERTY, L.L.C., BY WARRANTY DEED RECORDED AS ENTRY NO.: 12855839, OF OFFICIAL RECORDS; THENCE NORTH 14°40'20" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2.19 FEET, TO THE PROJECTION OF A WROUGHT IRON FENCE; THENCE NORTH 88°57'06" EAST, ALONG SAID WROUGHT IRON FENCE AND THE PROJECTION THEREOF, A DISTANCE OF 60.91 FEET, MORE OR LESS, TO THE WESTERLY LINE OF JONES COURT; THENCE SOUTH 14°40'20" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 30.37 FEET, TO THE SOUTHERLY LINE OF THAT CERTAIN TRACT CONVEYED TO LOREE HAINES, RECORDED AS ENTRY NO.: 12882149, OF OFFICIAL RECORDS; THENCE NORTH 88°45'00" WEST, A DISTANCE OF 81.89 FEET (70.57 FEET BY RECORD); THENCE SOUTH 01°15'00" WEST, A DISTANCE OF 2.75 FEET; THENCE NORTH 88°45'00" WEST, A DISTANCE OF 96.00 FEET, TO THE EAST LINE OF THAT CERTAIN TRACT DESCRIBED AS "PARCEL 1", IN WARRANTY DEED RECORDED AS ENTRY NO.: 13186444, OF OFFICIAL RECORDS; THENCE NORTH, ALONG SAID EAST LINE, A DISTANCE OF 49.66 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 6,352 SQUARE FEET, OR 0.145 OF AN ACRE