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Salt Lake City, Utah 84117

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6/30/2021 1:56:00 PM \$40.00
Book - 11199 Pg - 6652-6660
RASHELLE HOBBS
Recorder, Salt Lake County, UT
SEB LEGAL LLC
BY: eCASH, DEPUTY - EF 9 P.

BOUNDARY LINE AGREEMENT

Parcel ID Nos.: 32-03-381-010-0000 and 32-03-451-026-0000

This Boundary Line Agreement (this "Agreement") is entered into as of the date signed below, by and between Darin and Megan Beal (collectively, the "Beals"), one one hand, and Darrell and Lisa McCune (collectively, the "McCunes"), on the other hand. The Beals and the McCunes are sometimes referred to herein singularly as a "Party" and collectively as the "Parties."

RECITALS

A. The Beals own certain real property located in Salt Lake County, Utah, known as 6813 West Smoky Oaks Lane, Herriman City, Tax Parcel No. 32-03-381-010-0000 (the "Beal Property");

B. The McCunes own certain real property located in Salt Lake County, Utah, known as 6803 West Smoky Oaks Lane, Herriman City, Tax Parcel No. 32-03-451-026-0000 (the "McCune Property");

C. The Beal Property and the McCune Property are contiguous to one another and are hereinafter sometimes respectively referred to as such Party's "respective Property";

D. In 2019 the Beals were informed that the residence constructed on the Beal Property was in violation of the Herriman City ordinances governing setback requirements – namely, that it was four feet too close to the Eastern boundary of the McCune Property (which boundary, running Northwest and Southeast divides the Beal Property and the McCune Property); and

E. By this Agreement, the Parties intend to move the Eastern boundary between the Beal Property and the McCune Property (the "Boundary Line") four (4) feet further to the East onto the McCune Property.

AGREEMENT

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. Boundary Line Adjustment. The Boundary Line shall be adjusted four feet to the East of its current location to a new boundary line, which line is more fully described by the new legal descriptions for each property contained in Exhibits 1 and 2 (hereafter referred to as the

“New Boundary Line”). Such legal description was prepared by Gary G. Christensen, License No. 5152617, with the associated survey being on record with the Salt Lake County Surveyor, as Survey Map # S2020-12-0883. The Parties have also caused an amended plat to be created depicting the portions of the plat that are amended by this agreement which shall be recorded in the Salt Lake County Recorder’s Office upon approval by the relevant entities. From the date that this Agreement is recorded, each Party and their successors in interest shall have the right to use, occupy, and enjoy their respective Property up to the New Boundary Line.

2. Release. The McCunes hereby remise, release, and forever quitclaim to the Beals any and all right, title, and interest which they may have in or to the land situated to the West of the New Boundary Line that was surrendered through this Agreement. The Beals hereby remise, release, and forever quitclaim to the McCunes any and all right, title, and interest which they may have in or to the land situated to the East of the New Boundary Line.

3. Consideration. As consideration for this Agreement, the Parties have executed and signed a Settlement Agreement and Mutual General Release, which document contains sufficient consideration for the boundary line adjustment contained herein.

4. Taxes; Assessments. The Parties shall each be obligated to pay any and all taxes, assessments, and other impositions on their respective Property. The Beals shall take all actions necessary to amend the legal descriptions and record the respective rights and responsibilities in accordance with this Agreement, including obtaining any approvals, surveys or plat amendments required under Utah or local law. The McCunes agree to cooperate with the Beals to the extent necessary to amend the legal description and execute the required documents to relocate the boundary line.

5. Condition of the Properties. The Parties accept their respective properties as adjusted by this Agreement in “AS IS,” “WHERE IS” condition, without warranties, either express or implied, “WITH ALL FAULTS,” including but not limited to both latent and patent defects.

6. Duration; Rights Run With the Land; Binding Effect. This Agreement and the New Boundary Line established hereby 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 as to their respective Property, or any portion of their respective Property, each of whom shall be an intended beneficiary of the rights and agreements granted hereunder; (ii) run with the land; and (iii) remain in full force and effect and shall be unaffected by any change in the ownership of, or any encumbrance, lien, judgment, easement, lease, or other right affecting the Properties, or any portion of the Properties, or any change of use, demolition, subdivision, reconstruction, expansion, or other circumstances.

7. Wall and Fence Protection. The Beals and the McCunes agree that either Party may build a fence along the New Boundary Line. Any fence or wall along the previous

EXHIBIT 2
New Legal Description for Beal Property (Lot 16)

A parcel of land being part of Lots 15-17, Oak Hollow Phase 1 PUD recorded April 28, 2008 as Entry No. 10411513 in Book 2008 of Plats, at Page 103 in the office of the Salt Lake County Recorder. Said parcel of land is located in the South Half of Section 3, Township 4 South, Range 2 West, Salt Lake Base and Meridian and described as follows:

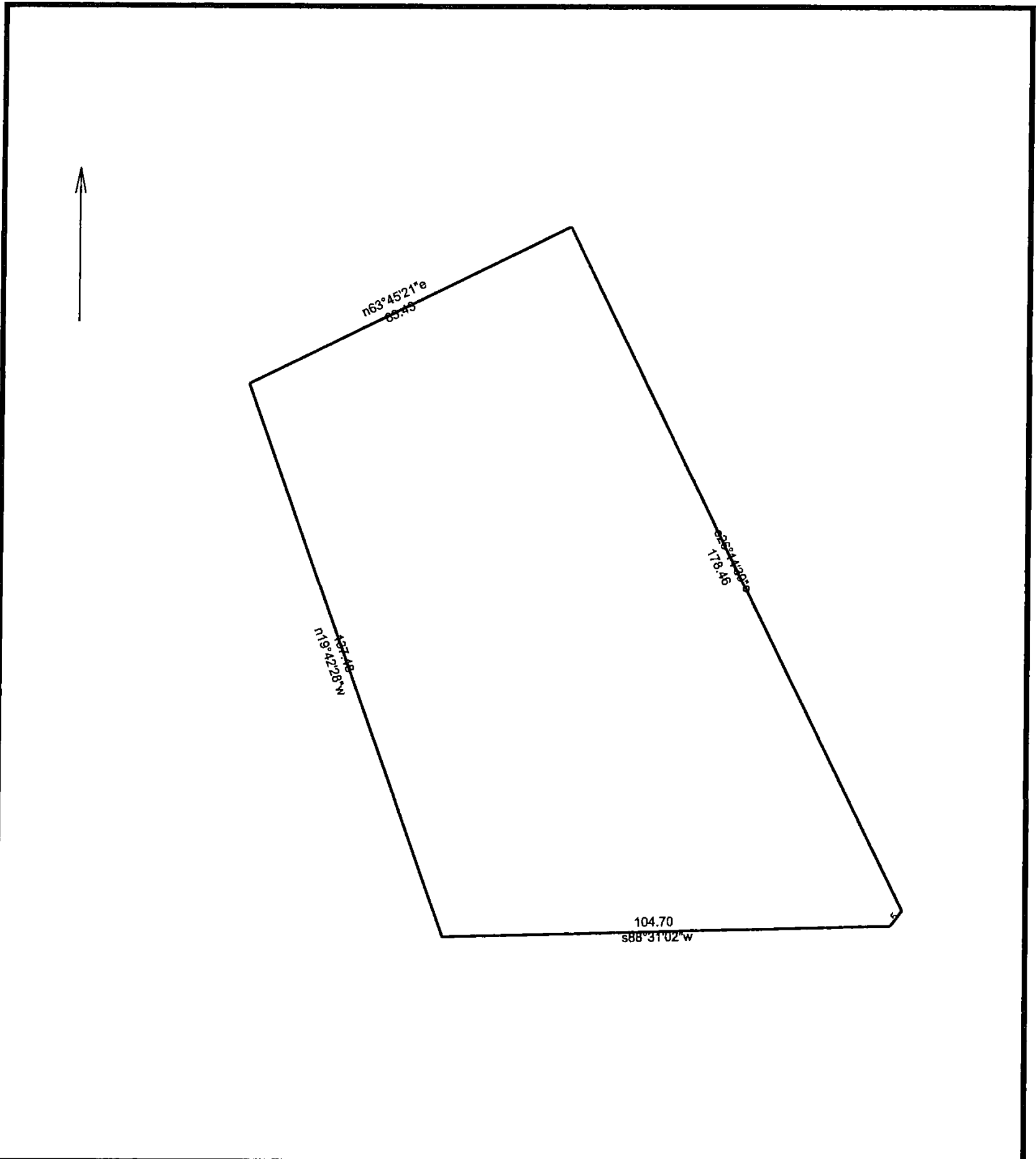
Beginning at a southeasterly corner of said Lot 16, which is 2578.77 feet N. $89^{\circ}44'22''$ W. along the Section line and 599.86 feet North from the Southeast Corner of said Section 3; thence S. $88^{\circ}31'02''$ W. (Record = $S88^{\circ}20'01''W$) 104.70 feet to an existing vinyl fence; thence N. $19^{\circ}42'28''$ W. 137.48 feet along said existing vinyl fence and extension thereof to the southeasterly right of way line of Smokey Oaks Lane; thence N. $63^{\circ}45'21''$ E. (Record = $N63^{\circ}31'37''E$) 83.43 feet along said southeasterly right of way line to the northwesterly extension of an existing vinyl fence; thence S. $26^{\circ}14'30''$ E. 178.46 feet along said existing vinyl fence and extension thereof to the southeasterly line of said Lot 15; thence S. $37^{\circ}24'59''$ W. (Record = $S37^{\circ}08'22''W$) 4.46 feet along said southeasterly line of said Lot 15 to the **Point of Beginning**.

The above described entire tract of land contains 14,720 square feet in area or 0.337 acre, more or less.

EXHIBIT 2A: By this reference, made a part hereof.

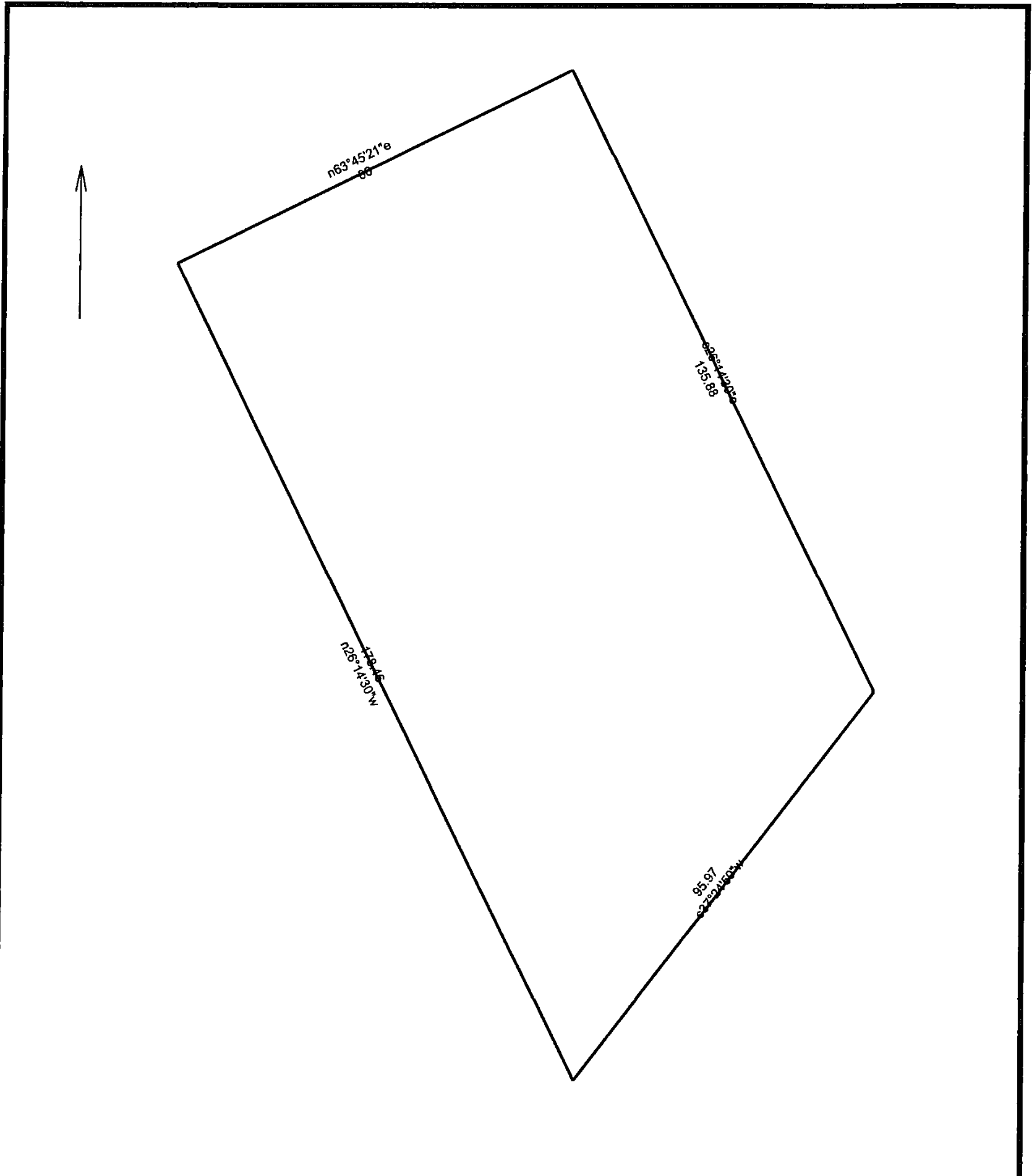
BASIS OF BEARING: N. $89^{\circ}44'22''$ W. along the Section line between the Southeast Corner and the South Quarter Corner of said Section 3, Township 4 South, Range 2 West, Salt Lake Base and Meridian.

EXHIBIT 2A



New Description Lot 16		10/28/2020
Scale: 1 inch= 30 feet	File:	
Tract 1: 0.3379 Acres (14720 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/391065), Perimeter=509 ft.		
01 s88.3102w 104.70 02 n19.4228w 137.48 03 n63.4521e 83.43 04 s26.1430e 178.46 05 s37.2459w 4.46		

EXHIBIT 1A



New Description Lot 15		10/28/2020
Scale: 1 inch= 25 feet	File:	
Tract 1: 0.3103 Acres (13517 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/105281), Perimeter=496 ft.		
01 s37.2459w 95.97		
02 n26.1430w 178.46		
03 n63.4521e 86		
04 s26.1430e 135.88		

EXHIBIT 1
New Legal Description for McCune Property (Lot 15)

A parcel of land being part of Lots 15 & 16, Oak Hollow Phase 1 PUD recorded April 28, 2008 as Entry No. 10411513 in Book 2008 of Plats, at Page 103 in the office of the Salt Lake County Recorder. Said parcel of land is located in the South Half of Section 3, Township 4 South, Range 2 West, Salt Lake Base and Meridian and described as follows:

Beginning at a easterly corner of said Lot 15, which is 2517.75 feet N. $89^{\circ}44'22''$ W. along the Section line and 679.90 feet North from the Southeast Corner of said Section 3; thence S. $37^{\circ}24'59''$ W. (Record = $S37^{\circ}08'22''W$) 95.97 feet along the southeasterly line of said Lot 15 to a southeasterly extension of an existing vinyl fence; thence N. $26^{\circ}14'30''$ W. 178.46 feet along said existing vinyl fence and extension thereof to the southeasterly right of way line of Smokey Oaks Lane; thence N. $63^{\circ}45'21''$ E. (Record = $N63^{\circ}31'37''E$) 86.00 feet along said southeasterly right of way line to the northeasterly corner of said Lot 15; thence S. $26^{\circ}14'30''$ E. (Record = $S26^{\circ}28'23''E$) 135.88 feet along the northeasterly line of said Lot 15 to the **Point of Beginning**.

The above described entire tract of land contains 14,720 square feet in area or 0.337 acre, more or less.

EXHIBIT 1A: By this reference, made a part hereof.

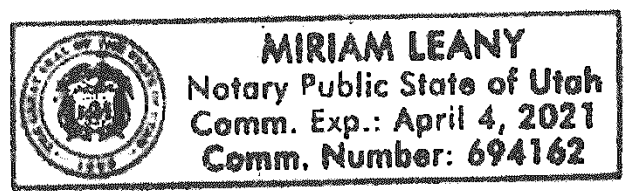
BASIS OF BEARING: N. $89^{\circ}44'22''$ W. along the Section line between the Southeast Corner and the South Quarter Corner of said Section 3, Township 4 South, Range 2 West, Salt Lake Base and Meridian.

Darin Beal
By: Darin Beal
Dated: 11/25/2020

Megan Beal
By: Megan Beal
Dated: 11/25/2020

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

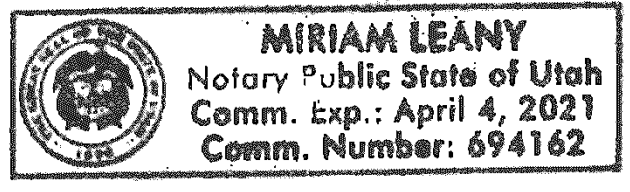
On this 25th day of November 2020, personally appeared before me Darin Beal, who is personally known to me or satisfactorily proved to me to be the owner of the Beal Property, has acknowledged to me that they signed the foregoing instrument.



Miriam Leany
Notary Public

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 25th day of November 2020, personally appeared before me Megan Beal, who is personally known to me or satisfactorily proved to me to be the owner of the Beal Property, has acknowledged to me that they signed the foregoing instrument.

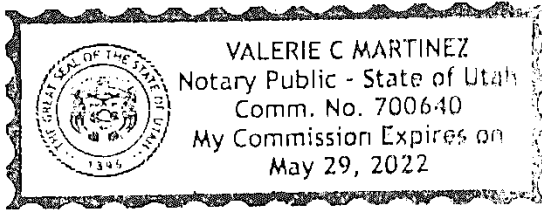


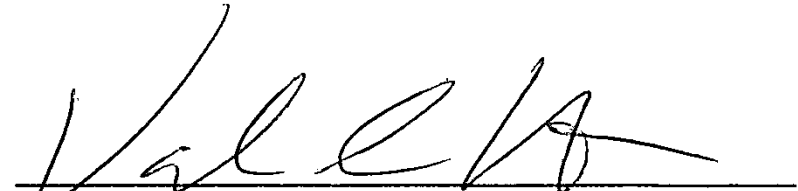
Miriam Leany
Notary Public

STATE OF UTAH)
:SS

COUNTY OF SALT LAKE)

On this 14 day of April 2021, personally appeared before me Lisa McCune, who is personally known to me or satisfactorily proved to me to be the owner of the McCune Property, has acknowledged to me that they signed the foregoing instrument.





Notary Public

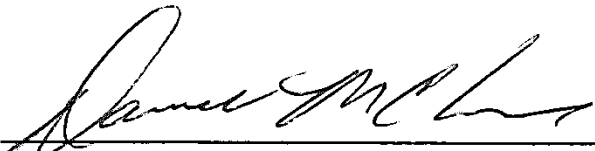
Boundary Line may be removed at the discretion of the Party upon whose property the fence or wall now sits.


8. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

9. Recording. This Agreement shall be recorded in the Salt Lake County Recorder's Office against both the Beal Property and McCune Property.

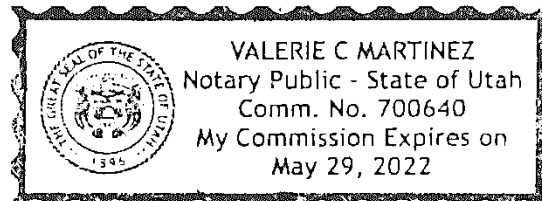
10. Authority to Sign. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized, and that the Agreement is valid and legally binding on such Party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, this Agreement is executed as of the last date indicated below.

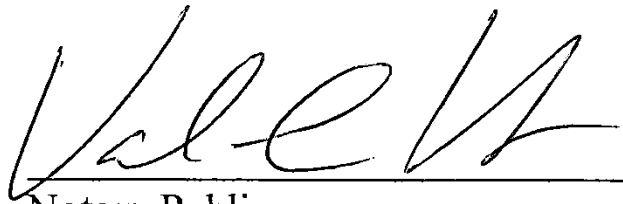

By: Darrell McCune
Dated: 4-14-21


By: Lisa McCune
Dated: 04/14/21

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)



On this 14 day of April 2021, personally appeared before me Darrell McCune, who is personally known to me or satisfactorily proved to me to be the owner of the McCune Property, has acknowledged to me that they signed the foregoing instrument.


Notary Public