

RECORDED AT THE REQUEST OF,
AND AFTER RECORDING RETURN TO:

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Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: SKOUBYE NIELSON & JOHANSEN, LLC
999 E MURRAY HOLLADAY RD STE 2SALT LAKE CITY, UT 841175085

BOUNDARY LINE AGREEMENT

THIS AGREEMENT (the "*Agreement*") is entered into this ____ day of _____ 2022 by and between UDO CLAGES and FRANCOISE CLAGES (collectively the "*Clages*") of 921 South 800 East, Salt Lake City, Utah 84105 on the one hand and PAULA MALOOF KRUPIN and ERIC KRUPIN (collectively the "*Krupins*") of 925 South 800 East, Salt Lake City, Utah 84105 on the other hand. The Clages and the Krupins are collectively referred to herein as the "*Parties*" and may be referred to individually as a "*Party*."

Recitals:

A. *Clages Property.* The Clages own real property that is located in Salt Lake County, Utah at 921 South 800 East, Salt Lake City, Utah 84105, which property is described more particularly in Warranty Deed dated April 13, 2017 (instrument number 12516609) as follows (the "*Clages' Property*"):

BEGINNING AT A POINT 33.44 FEET EAST AND 123.9 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 12, BLOCK 18, FIVE ACRE PLAT "A", BIG FIELD SURVEY, AND RUNNING THENCE SOUTH 36.5 FEET; THENCE EAST 156.75 FEET; THENCE NORTH 36.5 FEET; THENCE WEST 156.75 FEET TO THE POINT OF BEGINNING, SALT LAKE COUNTY, STATE OF UTAH.

Tax Serial No. 16-08-157-004

The Clages' Property also has the following legal description on the Salt Lake County Recorder's Office website:

**COM 33.44 FT E & 123.9 FT S OF NW COR OF LOT 12 BLK 18 5 AC PLAT A
B F SUR S 36 1/2 FT E 156 3/4 FT N 36 1/2 FT W 156 3/4 FT TO BEG. 5576-
2376 10387-1001 10464-4900 10464-5134**

B. *Krupins Property.* The Krupins own real property that is located in Salt Lake County, Utah at 925 South 800 East, Salt Lake City, Utah 84105, which property is described more particularly in a Warranty Deed dated September 9, 2019 (instrument number 13075550) as follows (the "*Krupins' Property*"):

Commencing 2 rods East and 80 feet North from the Southwest corner of Lot 12, Block 18, Five Acre Plat A, Big Field Survey, and running thence North 47 feet; thence East 9 1/2 rods; thence South 47 feet; thence West 9 1/2 rods to the point of beginning.

Together with a right of way over the following described tract: Commencing 190.19 feet East of the Northwest corner of said Lot 12, and running thence East 16.5 feet; thence South 206.5 feet; thence West 16.5 feet; thence North 206.5 feet to the point of beginning.

For identification purposes only: Tax Parcel No.: 16-08-157-005

This legal description is listed as follows on the Salt Lake County Recorder's Office website:

COM 2 RDS E & 80 FT N FROM SW COR OF LOT 12 BLK 18 5 AC PLAT A
B F SUR N 47 FT E 9 1/2 RDS S 47 FT W 9 1/2 RDS TO BEG 5642-1338 6872-
1866 6872-1868 6952-2929 6952-2931 8565-7537 8566-0801 8682-6392

The Krupins' Property is also described in a Warranty Deed dated August 1, 2017 (instrument number 12614216) as follows:

COMMENCING AT A POINT 33.44 FEET EAST AND 80 FEET NORTH FROM THE SOUTHWEST CORNER OF LOT 12, BLOCK 18, FIVE ACRE PLAT "A", BIG FIELD SURVEY AND RUNNING THENCE NORTH 46.7 FEET; THENCE EAST 156.75 FEET; THENCE SOUTH 46.7 FEET; THENCE WEST 156.75 FEET TO PLACE OF BEGINNING.

TOGETHER WITH A RIGHT OF WAY OVER THE FOLLOWING DESCRIBED TRACT, COMMENCING AT A POINT 190.19 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 12, AND RUNNING THENCE EAST 16.5 FEET; THENCE SOUTH 206.5 FEET; THENCE WEST 16.5 FEET; THENCE NORTH 206.5 FEET TO THE PLACE OF BEGINNING.

BEING THE SAME PARCEL CONVEYED TO PAULA LOUISE MALOOF AND ERIC T. KRUPIN, WIFE AND HUSBAND AS JOINT TENANTS FROM PAULA LOUISE MALOOF, BY VIRTUE OF A DEED DATED 11/6/2002, RECORDED 11/12/2002, IN DEED BOOK 8682, PAGE 6392, COUNTY OF SALT LAKE, STATE OF UTAH.

EXCLUDING THEREFROM any Water Rights.
16-08-157-005

C. *Boundary and Fence.*

The Clages' Property and the Krupins' Property are adjoining properties separated by a fence that runs east to west, beginning near the east side of the Parties' properties and extending nearly the entire length of the Parties' properties but stopping about 20 to 30 feet before reaching the sidewalk and road on 800 East. This fence and a line extending the 20 or 30 feet to the sidewalk and road on 800 East is referred to as the "*Existing Fence.*" The legal description of the southern boundary of the Clages' Property and the legal description of the northern boundary of the of the Krupins' Property do not match with that Existing Fence between the two properties.

D. *Intent of Parties.* By entering into this Agreement, the Parties intend and desire to establish a line that is 2.95 feet south of the existing boundary line of record, as evidenced by deeds

(the "New Boundary Line"), as the undisputed common boundary line between the Clages' Property and the Krupins' Property and to further recognize and establish that all land north of the New Boundary Line that currently falls within the legal description set forth in the Krupins' Property is owned by the Clages and, to the extent not owned by the Clages, such land is transferred by the Krupins to the Clages.

Agreement:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Clages and the Krupins hereby agree as follows:

1. *Purchase Price.* As consideration for adjusting the boundary as set forth in this Agreement, the Clages shall pay the Krupins \$11,000 within five (5) days after (1) the Parties have both executed this Agreement and delivered it to the other Party's counsel and (2) the Parties have executed a private settlement agreement that provides for other consideration and conditions related to the New Boundary Line.

2. *New Boundary Line.* The Clages and the Krupins hereby establish the following line, which is approximately 2.95 feet south of the existing boundary line of record, as evidenced by deeds, as the common boundary between the Clages' Property and the Krupins' Property:

BEGINNING AT A POINT 33.44 FEET NORTH 89°59'00" EAST AND 163.33 FEET SOUTH 0°01'00" EAST OF THE NORTHWEST CORNER OF LOT 12, BLOCK 18, FIVE ACRE PLAT "A", BIG FIELD SURVEY, AND RUNNING THENCE NORTH 89°56'40" EAST 156.75 FEET (BEING SUBJECT LINE OF AGREEMENT) TO A POINT BEING 231.33 FEET SOUTH 0°01'00" EAST AND 192.19 FEET NORTH 89°56'40" EAST TO THE WEST SIDE OF A 16.50 FOOT ALLEY FROM THE STREET MONUMENT AT INTERSECTION 900 SOUTH AND 800 EAST, SALT LAKE CITY, UTAH.

This legal description above of the New Boundary Line is intended to run approximately 1.05 feet north of the a prior but now replaced "6' WOOD FENCE" depicted in the Record of Survey attached hereto as **Exhibit A** (identified as S2017-07-0489).

As a result of this new property line, the Krupins do hereby quitclaim to the Clages the property described as follows:

BEGINNING AT A POINT 33.44 FEET NORTH 89°59'00" EAST AND 163.33 FEET SOUTH 0°01'00" EAST OF THE NORTHWEST CORNER OF LOT 12, BLOCK 18, FIVE ACRE PLAT "A", BIG FIELD SURVEY. POINT ALSO BEING 231.33 FEET SOUTH 0°01'00" EAST AND 35.44 FEET NORTH 89°56'40" EAST FROM THE STREET MONUMENT AT INTERSECTION 900 SOUTH AND 800 EAST, SALT LAKE CITY, UTAH, AND RUNNING THENCE NORTH 89°56'40" EAST 156.75 FEET; THENCE NORTH 0°01'00" WEST 2.93 FEET; THENCE SOUTH 89°56'40" WEST 156.75 FEET TO THE POINT OF BEGINNING. CONTAINS 460 SQFT 0.0106 ACRES.

3. *Revised Property Legal Descriptions.* As a result of the quitclaim in Section 1 of this Agreement, the legal descriptions of the Clages' Property and the Krupins' Property shall be modified to be as follows:

The Clages' Property

BEGINNING AT A POINT 33.44 FEET NORTH 89°59'00" EAST AND 163.33 FEET SOUTH 0°01'00" EAST OF THE NORTHWEST CORNER OF LOT 12, BLOCK 18, FIVE ACRE PLAT "A", BIG FIELD SURVEY. POINT ALSO BEING 231.33 FEET SOUTH 0°01'00" EAST AND 35.44 FEET NORTH 89°56'40" EAST FROM THE STREET MONUMENT AT INTERSECTION 900 SOUTH AND 800 EAST, SALT LAKE CITY, UTAH, AND RUNNING THENCE NORTH 89°56'40" EAST 156.75 FEET, BEING 1.07 FOOT NORTH PARALELL TO A MORE THAN 20 YEAR EXISTING 6 FEET HIGHT WOOD FENCE ACCORDING WITNESS, THEREFORE ALSO MEETING SALT LAKE CITIES REQUIRED 10 FOOT NORTH SETBACK FROM THE NORTHWEST CORNER OF KRUPINS HOUSE # 915; THENCE NORTH 0°01'00" WEST 39.43 FEET; THENCE SOUTH 89°56'40" WEST 156.75 FEET; THENCE SOUTH 0°01'00" EAST 39.43 FEET TO THE POINT OF BEGINNING. CONTAINS 0.1419 ACRES

The Krupins' Property

BEGINNING AT A POINT 33.44 FEET NORTH 89°01'00" CORNER OF LOT 12, BLOCK 18, FIVE ACRE PLAT "A", BIG FIELD SURVEY. POINT ALSO BEING 231.33 FEET SOUTH 0°01'00" EAST AND 35.44 FEET NORTH 89°56'40" EAST FROM THE STREET MONUMENT AT INTERSECTION 900 SOUTH AND 800 EAST, SALT LAKE CITY, UTAH, AND RUNNING THENCE NORTH 89°56'40" EAST 156.75 FEET, BEING 1.07 FOOT NORTH PARALELL TO A MORE THAN 20 YEAR EXISTING 6 FEET HIGHT WOOD FENCE ACCORDING WITNESS, THEREFORE ALSO MEETING SALT LAKE CITIES REQUIRED 10 FOOT NORTH SETBACK FROM THE NORTHWEST CORNER OF KRUPINS HOUSE # 915; THENCE SOUTH 0°01'00" EAST 44.07 FEET; THENCE SOUTH 89°56'40" WEST 156.75 FEET; THENCE NORTH 0°01'00" WEST 44.07 FEET TO THE POINT OF BEGINNING. CONTAINS 0.1586 ACRES

4. *Salt Lake County and Salt Lake City Requirements.* As needed, the Parties shall cooperate in complying with lot line adjustment requirements of Salt Lake County, Utah (the "County") and/or Salt Lake City (the "City") for the boundary line adjustment described herein, with the Clages to bear any recording costs and fees; planning, engineering, and application fees assessed by the County and/or City and all recording costs; and any survey costs.

5. *Continuing Effect.*

- a. The Krupins represent to the Clages that they own the Krupins' Property free and clear of encumbrances, including any encumbrances related to a bank loan to finance the purchase or ownership of the Krupins' Property. The Clages represent to the Krupins that they own the Clages' Property free and clear of encumbrances, other than encumbrances related to financing of the Clages' Property.
- b. This Agreement: (a) shall burden and benefit the Clages' Property and the Krupin's Property; (b) shall bind every person having any fee, leasehold, or other interest in any portion of the Clages' Property or the Krupins' Property at any time or from time to time; and (c) shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors and assigns, and their respective tenants and subtenants.

6. *File Number of Record of Survey Map.* The file number of the record of the survey map prepared and filed with the Salt Lake County Surveyor related to and supporting this Agreement is S2017-07-0489, a copy of which is attached hereto as **Exhibit A**.

7. *Execution.* This Agreement may be executed in counterpart originals, and signature pages from one counterpart may be detached and joined with another counterpart for the purpose of forming one original. This instrument shall not be effective until it is executed, acknowledged, and delivered by each of the Clages and the Krupins.

8. *Authorization.* This Agreement is entered into, and shall be entitled to all of the benefits of, Utah Code section 57-1-45 (as now enacted or hereafter amended).

[signatures begin on next page]

Signatures of the Clages:

DATED this ___ day of _____ 2022.

UDO CLAGES

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On this ____ day of _____ 2022, before me, _____,
a notary public, personally appeared Udo Clages, proved on the basis of satisfactory evidence to
be the person whose name is subscribed to this instrument, and acknowledged he executed the
same.

Notary Public

DATED this ___ day of _____ 2022.

FRANCOISE CLAGES

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On this ____ day of _____ 2022, before me, _____,
a notary public, personally appeared Françoise Clages, proved on the basis of satisfactory evidence
to be the person whose name is subscribed to this instrument, and acknowledged she executed the
same.

Notary Public

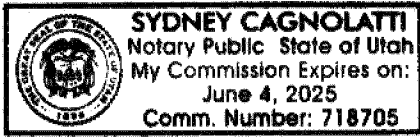
Signatures of the Krupins:

DATED this 7 day of May 2022.

Eric Krupin
ERIC KRUPIN

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On this 7 day of May 2022, before me, Sydney Cagnolatti, a notary public, personally appeared Eric Krupin, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.



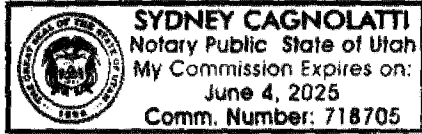
Sydney Cagnolatti
Notary Public

DATED this 7 day of May 2021.

Paula Maloof Krupin
PAULA MALOOF KRUPIN

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On this 7 day of May 2022, before me, Sydney Cagnolatti, a notary public, personally appeared Paula Maloof Krupin, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged she executed the same.



Sydney Cagnolatti
Notary Public