

When Recorded, Mail To:

James E. Ellsworth
Kirton McConkie
50 East South Temple, 4th Floor
Salt Lake City, Utah 84111

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Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: KIRTON & MCCONKIE
36 SOUTH STATE STREET, SUITE 1SALT LAKE CITY, UT 84111

(space above this line for Recorder's use only)

Parcel No.: 16-33-128-034

Parcel No.: 16-33-128-045

SECOND BOUNDARY LINE AGREEMENT

THIS SECOND BOUNDARY LINE AGREEMENT (this "Agreement") is entered into this 31st day of August, 2022 (the "Effective Date"), by and between NAN E. ELLSWORTH REVOCABLE TRUST ("TRUST") and MAPLE YARD LLC, a Utah limited liability company ("MAPLE YARD"). TRUST and MAPLE YARD are at times referred to herein collectively as the "Parties" and individually as "Party."

RECITALS

A. TRUST is the owner in fee simple of that certain real property located in the City of Millcreek, County of Salt Lake, State of Utah, more particularly described on Exhibit A, attached hereto and incorporated herein by this reference ("TRUST Parcel").

B. MAPLE YARD is the owner in fee simple of that certain real property located adjacent to the TRUST Parcel, more particularly described on Exhibit B, attached hereto and incorporated herein by this reference (the "MAPLE YARD Parcel"). The TRUST Parcel and the MAPLE YARD Parcel are at times referred to herein collectively as the "Existing Parcels."

C. Without effectuating a subdivision or creating any new tax parcels, the Parties agree to adjust the common boundary lines between the Existing Parcels, as set forth herein.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The recitals set forth above are hereby incorporated into and made a part of this Agreement.

2. **Reconfiguration of the Existing Parcels.** The Parties hereby reconfigure the Existing Parcels to the configuration legally described on Exhibit C, attached hereto and incorporated herein by this reference (the "New TRUST Parcel"), and Exhibit D, attached hereto and incorporated herein by this reference (the "New MAPLE YARD Parcel"). The New

TRUST Property and the New MAPLE YARD Property are at times referred to herein as collectively as the "New Parcels."

3. **Conveyance of Title.**

3.1. TRUST hereby quitclaims to MAPLE YARD, for the sum of Ten Dollars and other good and valuable consideration, any of its interest in fee simple title to the New MAPLE YARD Parcel.

3.2. MAPLE YARD hereby quitclaims to TRUST, for the sum of Ten Dollars and other good and valuable consideration, any of its interest in fee simple title to the New TRUST Parcel.

4. **No Subdivision.** The Parties hereto acknowledge that the purpose of this Agreement is to adjust the common boundary lines between the Existing Parcels and not to undertake a subdivision or the creation of additional tax parcels. Further, the Existing Parcels collectively and the New Parcels collectively cover the same area.

5. **Condition of the New Parcels.** The Parties each accept their respective New Parcel and all aspects thereof 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. **Government Approvals.** In the event any governmental or municipal approval is required or necessary to effectuate the intent of this Agreement, such as the preparation, filing and approval of a Lot Line Adjustment or a Plat Amendment, the Parties agree to reasonably cooperate to obtain such approval, including signing any necessary or required applications or instruments. The Parties agree to bear such costs relating to such approvals evenly.

7. **Recording.** This Agreement shall be recorded with the Recorder's office of Salt Lake County, State of Utah.

8. **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.

9. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[signatures and acknowledgments to follow]

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

TRUST:
NAN E. ELLSWORTH REVOCABLE TRUST

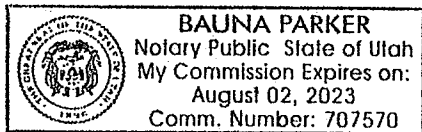
By: *Nan E. Ellsworth*
Name: Nan E. Ellsworth
Its: Trustee

By: *[Signature]*
Name: James E. Ellsworth
Its: Trustee

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

Subscribed and sworn before me on this 31st day of AUGUST, 2022, personally by James E. Ellsworth and Nan E. Ellsworth, as Trustees for the NAN E. ELLSWORTH REVOCABLE TRUST.

WITNESS my hand and official seal.



Bauna Parker
Notary Public for the State of Utah

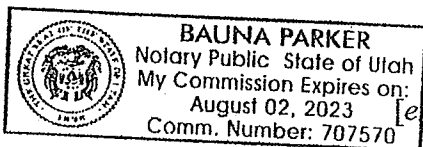
MAPLE YARD:
MAPLE YARD LLC, a Utah limited liability company

By: *[Signature]*
Name: James E. Ellsworth
Its: Managing Member

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

Subscribed and sworn before me on this 31st day of AUGUST, 2022, personally by James E. Ellsworth, as managing member of MAPLE YARD LLC, a Utah limited liability company.

WITNESS my hand and official seal.



Bauna Parker
Notary Public

[end of signatures and acknowledgments]

Exhibit A

Parcel No.: 16-33-128-034

(BEFORE boundary line adjustment)

Trust Parcel

1618 Maple Avenue, Salt Lake City, Utah 84106

BEGINNING at a point 851.8 feet West and South 1°30' East 22 rods from the Northeast corner of the Northwest quarter of Section 33, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running thence West 105 feet; thence South 12 ½ rods; thence East 105 feet; thence North 12 ½ rods to the place of BEGINNING.

LESS AND EXCEPTING: BEGINNING at a point 851.8 feet West and South 1°30' East 22 rods from the Northeast corner of the Northwest quarter of Section 33, Township 1 South, Range 1 East, Salt Lake Base and Meridian and running thence West 81 feet; thence South 108.95 feet; thence East 81 feet; thence North 108.95 feet to the place of BEGINNING.

SUBJECT TO a right of way over the following: BEGINNING at a point 932.8 feet West and South 1°30' East 22 rods from the Northeast corner of the Northwest quarter of Section 33, Township 1 South, Range 1 East, Salt Lake Meridian and running thence South 105.25 feet; thence West 24 feet; thence North 105.25 feet; thence East 24 feet more or less to the point of BEGINNING.

SUBJECT TO a right of way over the North 16 ½ feet first described in above tract.

TOGETHER WITH a right of way over: BEGINNING at a point 956.8 feet West and 362.87 feet South of said Northeast corner of the Northwest quarter of said Section 33 and running thence South 16 ½ feet; thence West 636 feet, more or less, to the center of county thence Northerly along the center of said road to a point due West of the place of beginning; thence East 636.27 feet to the place of BEGINNING.

Exhibit B

Parcel No.: 16-33-128-045

(BEFORE lot line adjustment)

Maple Yard Parcel
1620 Maple Avenue, Salt Lake City, Utah 84106

BEGINNING at a point 851.8 feet West and South 1°30' East 22 rods from the Northeast corner of the Northwest quarter of Section 33, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running thence West 81 feet; thence South 108.95 feet; thence East 81 feet; thence North 108.95 feet to the place of BEGINNING.

SUBJECT TO AND TOGETHER WITH a right of way over the following:

BEGINNING at a point 851.8 feet West and South 1°30' East 22 rods from the Northeast corner of the Northwest quarter of Section 33, Township 1 South, Range 1 East, Salt Lake Meridian, and running thence South 16.5 feet; thence West 741 feet, more or less, to the center of county road; thence Northerly along the center of said road to a point due West of the place of beginning; thence East 741.27 feet, more or less, to the place of BEGINNING.

Exhibit C

(Legal Description of the New TRUST Parcel)

Parcel No.: 16-33-128-034

(AFTER boundary line adjustment)

Trust Parcel

1618 Maple Avenue, Salt Lake City, Utah 84106

BEGINNING at a point 851.8 feet West and South 1°30' East 22 rods from the Northeast corner of the Northwest quarter of Section 33, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running thence West 105 feet; thence South 12 ½ rods; thence East 105 feet; thence North 12 ½ rods to the place of BEGINNING.

LESS AND EXCEPTING: BEGINNING at a point 851.8 feet West and South 1°30' East 22 rods from the Northeast corner of the Northwest quarter of Section 33, Township 1 South, Range 1 East, Salt Lake Base and Meridian and running thence West 81 feet; thence South 110.95 feet; thence East 81 feet; thence North 110.95 feet to the place of BEGINNING.

SUBJECT TO a right of way over the following: BEGINNING at a point 932.8 feet West and South 1°30' East 22 rods from the Northeast corner of the Northwest quarter of Section 33, Township 1 South, Range 1 East, Salt Lake Meridian and running thence South 105.25 feet; thence West 24 feet; thence North 105.25 feet; thence East 24 feet more or less to the point of BEGINNING.

SUBJECT TO a right of way over the North 16 ½ feet first described in above tract.

TOGETHER WITH a right of way over: BEGINNING at a point 956.8 feet West and 362.87 feet South of said Northeast corner of the Northwest quarter of said Section 33 and running thence South 16 ½ feet; thence West 636 feet, more or less, to the center of county thence Northerly along the center of said road to a point due West of the place of beginning; thence East 636.27 feet to the place of BEGINNING.

Exhibit D

(Legal Description of the New MAPLE YARD Parcel)

Parcel No.: 16-33-128-045

(AFTER lot line adjustment)

Maple Yard Parcel

1620 Maple Avenue, Salt Lake City, Utah 84106

BEGINNING at a point 851.8 feet West and South 1°30' East 22 rods from the Northeast corner of the Northwest quarter of Section 33, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running thence West 81 feet; thence South 110.95 feet; thence East 81 feet; thence North 110.95 feet to the place of BEGINNING.

SUBJECT TO AND TOGETHER WITH a right of way over the following:

BEGINNING at a point 851.8 feet West and South 1°30' East 22 rods from the Northeast corner of the Northwest quarter of Section 33, Township 1 South, Range 1 East, Salt Lake Meridian, and running thence South 16.5 feet; thence West 741 feet, more or less, to the center of county road; thence Northerly along the center of said road to a point due West of the place of beginning; thence East 741.27 feet, more or less, to the place of BEGINNING.

Illustration to Exhibits

(Depiction of Exhibits A-D)

