

14082061 B: 11406 P: 3438 Total Pages: 4  
03/14/2023 03:38 PM By: csummers Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return to: GREG WADDUPS  
1671 EAST 7200 SOUTH SALT LAKE CITY, UT 84121

### Real Estate Agreement

Agreement made this 5<sup>th</sup> day of December, 2022, by and between Becky Lee Renosa, hereinafter called "Owner Property B", and Monica Lyn Waddoups and Gregory Shand Waddoups, hereinafter called "Owner Property A";

Whereas, Owner Property B owns real property located at 1715 E. Fort Union Blvd, Cottonwood Heights, Utah, and more particularly described as:

LOT 85, GREENFIELD VILLAGE PLAT D 4532-1234 6633-1892 6633-1895  
6967-0037 7046-443 10036-6296 10420-2126  
Parcel No.: 22-21-456-015-0000;

Whereas, Owner Property A owns real property located at 1705 E. Fort Union Blvd, Cottonwood Heights, Utah, and more particularly described as:

LOT 86, GREENFIELD VILLAGE PLAT D 4549-1374 5328-1167 5787-2927  
05871-0480  
Parcel No.: 22-21-456-~~014-0000~~;  
014-0000 *GW*

Whereas, a retaining wall was built by Owner Property B that crossed over the established property line between the two parcels;

Now, therefore, for and in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. The trespass of Owner Property B onto the parcel owned by Owner Property A is hereby resolved by this formal written agreement as long as the terms of this agreement are fulfilled by Owner Property B.

BLR MLW GSW  
BLR MLW GSW

2. Owner Property B acknowledges that this act shall in no way constitute a taking of the property from Owner Property A, and forever waives any rights or claims to the property, and may not claim adverse possession of the property at this time or any time in the future.
3. Owner Property B agrees to hold Owner Property A harmless for any damages, or additional expenses incurred by Owner Property A that result from the trespass of Owner Property B.
4. This Agreement shall apply and be enforceable on all subsequent owners of the properties, and Owner Property B shall have an affirmative duty to notify her successor in interest of this agreement.
5. Owner Property B agrees to be responsible for the costs Property Owner A incurred in the creation of this agreement.
6. Notwithstanding the foregoing, and anything herein to the contrary, any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.
7. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
8. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as


2 of 4

  
BLR MLW GSW

subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

9. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah.
10. Unless provided herein to the contrary, any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.
11. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
12. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.
13. In performing under this Agreement, all applicable governmental laws, regulations, orders, and other rules of duly-constituted authority will be followed and complied with in all respects by both parties.

WITNESS our signatures as of the day and date first above stated.

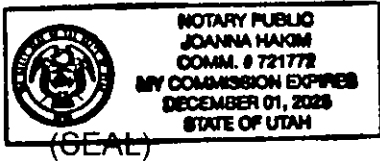
  
BLR MLW GSW

3 of 4

STATE OF UTAH )  
 ) :ss  
County of Salt Lake )

Becky Lee Reynosa  
Becky Lee Reynosa, Owner Property B

Personally appeared before me this 5<sup>th</sup> day of December, 2022, Becky Lee Reynosa and signed the above instrument for the purpose stated therein.



Joanna Hakim  
NOTARY PUBLIC

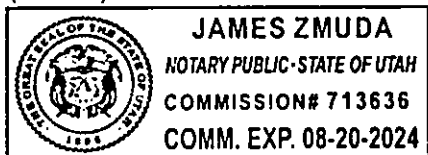
STATE OF UTAH )  
 ) :ss  
County of Salt Lake )

Monica Lyn Waddoups  
Monica Lyn Waddoups,  
Owner Property A

Gregory Shand Waddoups  
Gregory Shand Waddoups,  
Owner Property A

Personally appeared before me this 31 day of December, 2022, Monica Lyn Waddoups and Gregory Shand Waddoups and signed the above instrument for the purpose stated therein.

(SEAL)



James Zmuda  
NOTARY PUBLIC JAMES ZMUDA

BLR MLW GSW  
BLR MLW GSW