

WHEN RECORDED RETURN TO:

Christopher T. Terry
3060 East Millcreek Dell Lane
Millcreek City, Utah 84109

14135814 B: 11435 P: 7041 Total Pages: 13
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Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: PARR BROWN GEE AND LOVELESS
101 SOUTH 200 EAST SUITE 700SALT LAKE CITY, UT 84111

BOUNDARY LINE ADJUSTMENT AGREEMENT

This BOUNDARY LINE ADJUSTMENT AGREEMENT (the “Agreement”) is entered into as of July 28, 2023, by and among CHRISTOPHER T. TERRY, an individual, (“Parcel 1 Owner”), whose address is 3060 East Millcreek Dell Lane, Millcreek City, Utah 84109, CHRISTOPHER TERRY, an individual, (“Parcel 2 Owner”), whose address is 3060 East Millcreek Dell Lane, Millcreek City, Utah 84109, and The Craig C. and Barbara K. Peterson Revocable Living Trust, dated September 13, 2021 (“Parcel 3 Owner”), whose address is 3100 East Millcreek Dell Lane, Millcreek City, Utah 84109.

Recitals:

A. Parcel 1 Owner is the owner of certain real property situated in Salt Lake County, State of Utah having a tax parcel identification number of 16-35-129-065 (“Parcel 1”), which is more particularly described on Exhibit “A” attached hereto.

B. Parcel 2 Owner is the owner of certain real property situated in Salt Lake County, State of Utah having a tax parcel identification number of 16-35-129-066 (“Parcel 2”), which is more particularly described on Exhibit “B” attached hereto.

C. Parcel 3 Owner is the owner of certain real property situated in Salt Lake County, State of Utah having a tax parcel identification number of 16-35-207-017 (“Parcel 3”), which is more particularly described on Exhibit “C” attached hereto.

D. Parcel 1, Parcel 2 and Parcel 3 each adjoin one another and, pursuant to Sections 10-9a-523 and 10-9a-524 of the Utah Municipal Land Use, Development and Management Act, the parties desire to adjust their mutual boundaries as provided herein.

Agreement:

NOW, THEREFORE, in consideration of the above premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the purpose of permanently establishing the common legal and physical boundary line between the parcels described herein, it is hereby agreed as follows:

1. Common Boundary Lines. The common boundary line between Parcel 1 and Parcel 2, is hereby described on Exhibit “D” attached hereto and made a part hereof. The common boundary line between Parcel 2 and Parcel 3, is hereby described on Exhibit “E” attached hereto and made a part hereof. The common boundary line between Parcel 1 and Parcel 3, is hereby described on Exhibit “F” attached hereto and made a part hereof. Following the recording of this Agreement, the legal description of Parcel 1 will be as set forth on Exhibit “G” attached hereto and made a part hereof (“Revised Parcel 1”), the legal description of Parcel 2 will be as set forth on Exhibit “H” attached hereto and made a part hereof (“Revised Parcel 2”), and the legal description of Parcel 3 will be as set forth on Exhibit “I” attached hereto and made a part hereof (“Revised Parcel 3”).

3. Quit Claim by Parcel 1 Owner. Parcel 1 Owner hereby releases, remises, and quit-claims to Parcel 2 Owner all of Parcel 1 Owner's right, title and interest in and to the fee simple interest in the real property located within the boundaries of Revised Parcel 2, subject to all matters of record, including, but not limited to, that certain Exclusive Use Easement Agreement by and between Parcel 1 Owner and Parcel 2 Owner dated July 22, 2020 and recorded on July 22, 2020 as Entry No. 13337565 in Book 10984 on Page 7499 of the Official Records of the Salt Lake County Recorder, and that certain Landscape Easement by and between Parcel 1 Owner and Parcel 2 Owner dated October 16, 2020 and recorded on October 16, 2020 as Entry No. 13428864 in Book 11040 on Page 3475 of the Official Records of the Salt Lake County Recorder. Parcel 1 Owner hereby releases, remises, and quit-claims to Parcel 3 Owner all of Parcel 1 Owner's right, title and interest in and to the fee simple interest in the real property located within the boundaries of Revised Parcel 3, subject to all matters of record.

4. Quit Claim by Parcel 2 Owner. Parcel 2 Owner hereby releases, remises, and quit-claims to Parcel 1 Owner all of Parcel 2 Owner's right, title and interest in and to the fee simple interest in the real property located within the boundaries of Revised Parcel 1, subject to all matters of record, including, but not limited to, that certain Access Easement Agreement by and between Parcel 1 Owner and Parcel 2 Owner dated July 22, 2020 and recorded on July 22, 2020 as Entry No. 13337566 in Book 10984 on Page 7505 of the Official Records of the Salt Lake County Recorder. Parcel 2 Owner hereby releases, remises, and quit-claims to Parcel 3 Owner all of Parcel 2 Owner's right, title and interest in and to the fee simple interest in the real property located within the boundaries of Revised Parcel 3, subject to all matters of record.

5. Quit Claim by Parcel 3 Owner. Parcel 3 Owner hereby releases, remises, and quit-claims to Parcel 1 Owner all of Parcel 3 Owner's right, title and interest in and to the fee simple interest in the real property located within the boundaries of Revised Parcel 1, subject to all matters of record. Parcel 3 Owner hereby releases, remises, and quit-claims to Parcel 2 Owner all of Parcel 3 Owner's right, title and interest in and to the fee simple interest in the real property located within the boundaries of Revised Parcel 2, subject to all matters of record.

6. No New Lot; No Violation of Zoning Ordinance. The parties acknowledge and agree that the lot line adjustments provided for herein do not create a new lot and do not result in a violation of applicable zoning ordinances.

7. Record of Survey. A Record of Survey map depicting and describing the boundaries of Revised Parcel 1, Revised Parcel 2 and Revised Parcel 3 was filed in Salt Lake County on July 27, 2023 as Survey No. S2023-07-0585.

8. Miscellaneous Provisions. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable or unenforceable, such void, voidable or unenforceable term or provision shall not affect any other term or provision of this Agreement. This Agreement and all matters relating hereto shall be governed by, construed and interpreted in accordance with the laws of the State of Utah. This Agreement (together with the Exhibits hereto) constitutes the entire understanding and agreement between the parties hereto and supersedes all prior agreements, representations or understandings between them relating to the subject matter hereof. All preceding agreements relating to the subject matter hereof, whether written or oral, are hereby merged into this Agreement. This Agreement may not be modified in any manner except by an instrument in writing signed by all of the parties hereto. The parties hereby agree to execute and deliver

such additional documents and to take further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto, execute this Agreement on the date and year first above written.

“PARCEL 1 OWNER”:


CHRISTOPHER T. TERRY, an individual

“PARCEL 2 OWNER”:


CHRISTOPHER TERRY, an individual


“PARCEL 3 OWNER”:

The Craig C. and Barbara K. Peterson Revocable Living Trust, dated September 13, 2021

By: 

Name: Craig C Peterson

Its: Trustee

By: 

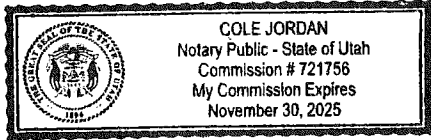
Name: Barbara Peterson

Its: Trustee

STATE OF UTAH)
) ss:
County of SALT LAKE)

On this 28th day of July 2023 personally appeared before me **Christopher T. Terry**, the signer of the foregoing Agreement and duly acknowledged to me that he executed the same.

(Seal and Expiration Date)



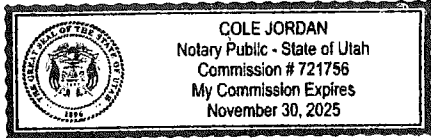
[Signature]

Notary Public

STATE OF UTAH)
) ss:
County of SALT LAKE)

On this 28th day of July 2023 personally appeared before me **Christopher Terry**, the signer of the foregoing Agreement and duly acknowledged to me that he executed the same.

(Seal and Expiration Date)



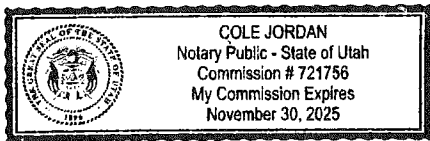
[Signature]

Notary Public

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

On this 28th day of July 2023 personally appeared before me _____, Trustee of [The Craig C. and Barbara K. Peterson Trust], the signer of the foregoing Agreement and duly acknowledged to me that [he/she] executed the same on behalf of said trust.

(Seal and Expiration Date)



[Signature]

Notary Public

revocable living trust, dated September 13, 2021
Craig C Peterson & Barbara K Peterson

EXHIBIT "A"
TO
BOUNDARY LINE ADJUSTMENT AGREEMENT

Description of Parcel 1

Parcel 16-35-129-065

A parcel of land situate in the Northwest Quarter of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Commencing South 00°02'41" West 861.50 feet along the North-South Quarter Section line and North 89°57'19" West 26.72 feet from the North Quarter Corner of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running;

thence West 27.05 feet;
thence South 68°41'47" West 29.42 feet;
thence South 18°15'31" West 11.62 feet;
thence South 78°57'24" West 38.62 feet;
thence South 48.55 feet;
thence South 13°08'10" West 17.60 feet;
thence South 180.66 feet;
thence North 62°52'00" West 112.36 feet;
thence North 300.00 feet more or less to a point on the centerline of Mill Creek;
thence along the Centerline of Mill Creek the following (10)ten courses: 1)South 36°07'30" East 16.57 feet; 2)South 23°55'40" East 9.61 feet; 3)South 17°43'18" East 23.49 feet; 4)South 31°40'52" East 16.11 feet; 5)South 74°31'50" East 19.11 feet; 6)South 89°21'05" East 37.62 feet; 7)North 70°10'38" East 16.34 feet; 8)North 61°56'08" East 38.19 feet; 9)North 67°01'39" East 43.44 feet; 10)North 75°28'37" East 26.46 feet;
thence South 59.10 feet to the point of beginning.

Contains 32,953 square feet or 0.756 acres.

EXHIBIT "B"
TO
BOUNDARY LINE ADJUSTMENT AGREEMENT

Description of Parcel 2

Parcel 16-35-129-066

A parcel of land situate in the Northwest Quarter of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Commencing South 00°02'41" West 861.50 feet along the North-South Quarter Section line and North 89°57'19" West 26.72 feet from the North Quarter Corner of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running;

thence South 326.71 feet;
thence North 62°52'00" West 112.37 feet;
thence North 180.66 feet;
thence North 13°08'10" East 17.60 feet;
thence North 48.55 feet;
thence North 78°57'24" East 38.62 feet;
thence North 18°15'31" East 11.62 feet;
thence North 68°41'47" East 29.42 feet;
thence East 27.05 feet to the point of beginning.

Contains 28,596 square feet or 0.656 acres

EXHIBIT "C"
TO
BOUNDARY LINE ADJUSTMENT AGREEMENT

Description of Parcel 3

Parcel 16-35-207-017

Beginning 1469.40 feet North and 26.75 feet West from the Center Section 35 Township 1 South, Range 1 East, Salt Lake Base and Meridian North 397.56 feet to Center of Mill Creek South 58°00'00" East 129.56 feet; thence South 2°30'00" East 68.46 feet; thence South 11°10'00" West 295 feet; N 62°35'00" 62.78 feet to Beginning.

EXHIBIT "D"
TO
BOUNDARY LINE ADJUSTMENT AGREEMENT

Parcel 1 and Parcel 2 Common Lot Line

Revised Parcel Line 16-35-129-065 & 16-35-129-066

A line situate in the Northwest Quarter of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Commencing South 00°02'41" West 890.30 feet along the North-South Quarter Section line and North 89°57'19" West 120.70 feet from the North Quarter Corner of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running:

thence South 248.91 feet to the point of termination.

EXHIBIT "E"
TO
BOUNDARY LINE ADJUSTMENT AGREEMENT

Parcel 2 and Parcel 3 Common Lot Line

Revised Parcel Line 16-35-129-066 & 16-35-207-017

A line situate in the Northwest Quarter of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Commencing South 00°02'41" West 861.50 feet along the North-South Quarter Section line and North 89°57'19" West 26.72 feet from the North Quarter Corner of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running:

thence South 02°58'11" West 67.01 feet;
thence South 258.01 feet to the point of termination;

EXHIBIT "F"
TO
BOUNDARY LINE ADJUSTMENT AGREEMENT

Parcel 1 and Parcel 3 Common Lot Line

Revised Parcel Line 16-35-129-065 & 16-35-207-017

A line situate in the Northwest Quarter of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Commencing South 00°02'41" West 861.50 feet along the North-South Quarter Section line and North 89°57'19" West 26.72 feet from the North Quarter Corner of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running:

thence north 59.11 feet to the point of termination;

EXHIBIT "G"
TO
BOUNDARY LINE ADJUSTMENT AGREEMENT

Description of Revised Parcel 1

Parcel 16-35-129-065

A parcel of land situate in the Northwest Quarter of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Commencing South 00°02'41" West 861.50 feet along the North-South Quarter Section line and North 89°57'19" West 26.72 feet from the North Quarter Corner of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running;

thence West 27.05 feet;

thence South 68°41'47" West 29.42 feet;

thence South 18°15'31" West 11.62 feet;

thence South 78°57'24" West 36.58 feet;

thence South 249.81 feet;

thence North 62°52'00" West 119.10 feet;

thence North 300.00 feet more or less to the centerline of Mill Creek;

thence along the Centerline of Mill Creek the following (10) ten courses: 1)South 36°07'30" East 16.57 feet; 2)South 23°55'40" East 9.61 feet; 3)South 17°43'18" East 23.49 feet; 4)South 31°40'52" East 16.11 feet; 5)South 74°31'50" East 19.11 feet; 6)South 89°21'05" East 37.62 feet; 7)North 70°10'38" East 16.34 feet; 8)North 61°56'08" East 38.19 feet; 9)North 67°01'39" East 43.44 feet; 10)North 75°28'37" East 26.46 feet;

thence South 59.10 feet; to the Point of Beginning.

Contains 34,212 square feet or 0.785 acres.

EXHIBIT "H"
TO
BOUNDARY LINE ADJUSTMENT AGREEMENT

Description of Revised Parcel 2

Parcel 16-35-129-066

A parcel of land situate in the Northwest Quarter of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Commencing South 00°02'41" West 861.50 feet along the North-South Quarter Section line and North 89°57'19" West 26.72 feet from the North Quarter Corner of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running;

thence South 02°58'11" West 67.01 feet;
thence South 258.01 feet;
thence North 62°52'00" West 101.73 feet;
thence North 249.81 feet;
thence North 78°57'24" East 36.58 feet;
thence North 18°15'31" East 11.62 feet;
thence North 68°41'47" East 29.42 feet;
thence East 27.05 feet to the Point of Beginning.

Contains 26,322 square feet or 0.604 acres.

EXHIBIT "I"
TO
BOUNDARY LINE ADJUSTMENT AGREEMENT

Description of Revised Parcel 3

Parcel 16-35-207-017

A parcel of land situate in the North half of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Commencing South 00°02'41" West 802.39 feet along the North-South Quarter Section line and North 89°58'19" West 26.77 feet from the North Quarter Corner of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running;

thence North 71°15'12" East 29.42 feet along the centerline of Mill Creek;
thence South 87°03'32" East 18.59 feet along the centerline of said Mill Creek;
thence South 58°22'26" East 69.95 feet along the centerline of said Mill Creek;
thence South 02°27'19" East 95.76 feet;
thence South 11°12'41" West 295.01 feet;
thence North 62°33'32" West 63.34 feet;
thence North 258.01 feet;
thence North 02°58'11" East 67.01 feet;
thence North 59.11 feet to the Point of Beginning.

Contains 36,886 square feet or 0.847 acres.