

14319165 B: 11535 P: 7121 Total Pages: 7
11/27/2024 02:04 PM By: tpham Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: FABIAN & CLENDENIN, P.C. DBA FABIAN VANCOTT
95 S. STATE STREET, STE. 2300 SALT LAKE CITY, UT 84111

Recorded at the Request of:
Matthew L. Anderson
Fabian VanCott
95 S. State Street, #2300
Salt Lake City, Utah 84111

Affecting Parcel Nos: 22-11-157-004-0000
22-11-157-010-0000

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT (“**Agreement**”) is effective as of November 27, 2024 (the “**Effective Date**”).

RECITALS

A. Certain real property in Salt Lake County, Utah, Parcel ID Number 22-11-157-004-0000 (“**Parcel A**”) is owned by The Jean F. Hinckley Trust dated May 18, 2015, with a mailing address of 4880 Floribunda Drive, Salt Lake City, Utah 84117 (the “**Parcel A Owner**”) and is more particularly described as follows:

Commencing North 41°40' East 1054.4 feet from Southwest corner of Northwest ¼ Section 11, Township 2 South, Range 1 East, Salt Lake Base and Meridian to a point North 16.04 feet. Thence East 407.48 feet to a true point of property. Thence North 5°56' West 150 feet. Thence North 68°40' West 50.0 feet. Thence South 87°45' West 38.52 feet. Thence South 77°45' West 37.54 feet. Thence South 5°56' East 163.52 feet. Thence North 87°45' East 120.0 feet to point of beginning.

B. Certain real property in Salt Lake County, Utah, Parcel ID Number 22-11-157-010-0000 (“**Parcel B**”) is owned by The Jean F. Hinckley Trust dated May 18, with a mailing address of 4880 S. Floribunda Drive, Salt Lake City, Utah 84117 (the “**Parcel B Owner**”) and is more particularly described as follows:

Commencing North 41°40' East 1054.4 feet from Southwest corner of Northwest ¼ Section 11, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence North 87°45' East 202.44 feet to the point of beginning thence North 5°56' West 148.02 feet; thence North 77°45' East 86.22 feet; thence South 5°56' East 163.52 feet; thence south 87°45' West 85.0 feet to point of beginning.

C. Parcel A and Parcel B (collectively, the “**Parcels**” and individually, a “**Parcel**”) are adjoining parcels, neither of which is part of a subdivision.

D. Parcel Owner A and Parcel Owner B desire to adjust the boundaries of the Parcels and to enter into this Boundary Line Agreement pursuant to Utah Code § 57-1-45 and Utah Code § 10-9a-523 to adjust the boundary lines of the Parcels as set forth herein.

E. Parcel A is to be adjusted such that it shall be described as follows (the “**Adjusted Parcel A**”):

A TRACT OF LAND BEING SITUATE IN THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, HAVING A BASIS OF BEARINGS OF NORTH 05°56'54" WEST ALONG THE MONUMENTS IN WANDER LANE AT THE INTERSECTIONS OF FLORIBUNDA DRIVE AND CASTO LANE, SAID TRACT OF LAND BEING A PORTION OF SALT LAKE COUNTY PARCEL NUMBERS 22-11-157-010 AND 22-11-157-004, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH 89°57'35" EAST 825.03 FEET TO THE MONUMENT AT THE INTERSECTION OF WANDER LAND AND CASTO LANE AND NORTH 05°56'54" WEST ALONG THE CENTERLINE OF WANDER LANE A DISTANCE OF 1015.47 FEET TO THE INTERSECTION OF WANDER LANE AND FLORIBUNDA DRIVE AND NORTH 43°52'20" EAST 267.28 FEET AND NORTH 05°56'24" WEST 64.79 FEET FROM THE WITNESS CORNER TO THE CENTER OF SAID SECTION 11, AND RUNNING THENCE NORTH 77°45'00" EAST 123.14 FEET; THENCE NORTH 87°45'00" EAST 38.52 FEET; THENCE SOUTH 68°40'00" EAST 50.00 FEET; THENCE SOUTH 05°56'00" EAST 84.18 FEET; THENCE SOUTH 87°42'30" WEST 205.69 FEET TO THE POINT OF BEGINNING.

CONTAINS 19,653 SQUARE FEET OR 0.451 ACRES, MORE OR LESS.

F. Parcel B is to be adjusted such that it shall be described as follows (the “**Adjusted Parcel B**”):

A TRACT OF LAND BEING SITUATE IN THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, HAVING A BASIS OF BEARINGS OF NORTH 05°56'54" WEST ALONG THE MONUMENTS IN WANDER LANE AT THE INTERSECTIONS OF FLORIBUNDA DRIVE AND CASTO LANE, SAID TRACT OF LAND BEING A PORTION OF SALT LAKE COUNTY PARCEL NUMBERS 22-11-157-010 AND 22-11-157-004, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH 89°57'35" EAST 825.03 FEET TO THE MONUMENT AT THE INTERSECTION OF WANDER LAND AND CASTO LANE AND NORTH 05°56'54" WEST ALONG THE CENTERLINE OF WANDER LANE A DISTANCE OF 1015.47 FEET TO THE INTERSECTION OF WANDER LANE AND FLORIBUNDA DRIVE AND NORTH 43°52'20" EAST 267.28 FEET FROM THE WITNESS CORNER TO THE CENTER OF SAID SECTION 11, AND RUNNING THENCE NORTH 05°56'24" WEST 64.79 FEET; THENCE NORTH 87°42'30" EAST 205.69 FEET; THENCE SOUTH 05°56'00" EAST 64.79 FEET; THENCE SOUTH 87°42'30" WEST 205.68 FEET TO THE POINT OF BEGINNING.

CONTAINS 13,300 SQUARE FEET OR 0.305 ACRES, MORE OR LESS.

G. Without affecting a subdivision, Parcel A Owner and Parcel B Owner enter into the following Boundary Line Agreement to effectuate Adjusted Parcel A and Adjusted Parcel B (collectively, the “**Adjusted Boundary Lines**”). A survey of the Adjusted Boundary Lines, depicting the Adjusted Parcel A and the Adjusted Parcel B was filed November 25, 2024, Salt Lake County Surveyor Filing #S2024-11-0751 is attached hereto as Exhibit A.

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, it is agreed as follows:

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

2. Boundary Line; Waiver of Interests. It is agreed that the Adjusted Boundary Lines are the true and correct boundary lines between and surrounding the now former Parcel A and Parcel B. The parties hereby waive and release any and all claims, causes of action, and interests (whether by prescription, adverse possession, boundary by acquiescence, or otherwise) that may currently exist as related to the use of the Parcels (the “Waiver”).

3. Conveyance of Title. Pursuant to Utah Code § 57-1-45, Parcel A Owner quit claims all of its rights, title, and interest in the former Parcel A that is not included as part of the Adjusted Parcel A to Parcel B Owner, and Parcel B Owner quit claims all of its rights, title, and interest in the former Parcel B that is not included as part of the Adjusted Parcel B to Parcel A Owner, as set forth herein and as depicted in Exhibit A reflecting the Adjusted Boundary Lines.

4. No Subdivision. It is acknowledged that the purpose of this Agreement is to identify, confirm, and acknowledge the common boundary line between the Parcels and not to undertake a subdivision or create new parcels.

5. Recording. This Agreement shall be recorded with the Salt Lake County Recorder’s Office, State of Utah.

6. Governing Law. This Agreement and all matters relating hereto shall be governed by, construed, and interpreted in accordance with Utah law.


IN WITNESS WHEREOF, this Agreement is executed and effective as of the Effective Date.

[Signature Pages to Follow]

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

PARCEL A OWNER

THE JEAN F. HINCKLEY TRUST,
dated May 18, 2015


By: Jean F. Hinckley, Trustee

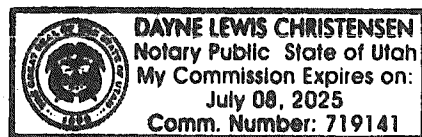
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On 27, November, 2024, before me, the undersigned Notary Public, personally appeared Jean F. Hinckley, the Trustee of The Jean F. Hinckley Trust, dated May 18, 2015, the signer of the within instrument who duly acknowledged to me that she executed the above in above instrument.

WITNESS my hand and official.

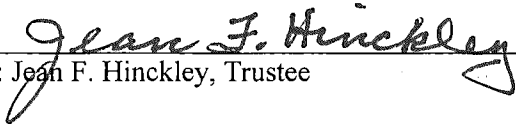
My Commission Expires:


NOTARY SIGNATURE AND SEAL



PARCEL B OWNER

THE JEAN F. HINCKLEY TRUST,
dated May 18, 2015


By: Jean F. Hinckley, Trustee

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On 27, November, 2024, before me, the undersigned Notary Public, personally appeared Jean F. Hinckley, the Trustee of The Jean F. Hinckley Trust, dated May 18, 2015, the signer of the within instrument who duly acknowledged to me that she executed the above in above instrument.

WITNESS my hand and official.

My Commission Expires:



NOTARY SIGNATURE AND SEAL

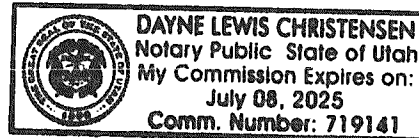
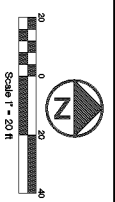


Exhibit A

HINCKLEY PROPERTY
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 11,
 TOWNSHIP 2 SOUTH, RANGE 1 EAST,
 SALT LAKE BASE AND MERIDIAN
 RECORD OF SURVEY



SURVEYOR'S CERTIFICATE

I, AUSTIN W. DORR, SURVEYOR, DO HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR IN THE STATE OF UTAH AND I AM THE SURVEYOR OF RECORD FOR THE SURVEY DESCRIBED HEREIN. I HAVE PERSONALLY CONDUCTED THE SURVEY AND I AM SURE OF THE ACCURACY OF THE DATA AND THE POSITION OF THE POINTS SHOWN THEREON.



PROPERTY DESCRIPTIONS:

ENTER: 12099955
 TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, NORTH 87°42'30\"/>

PROPOSED AS-SURVEYED DESCRIPTIONS:

PARCEL A
 BEGINNING AT A POINT WHICH IS SOUTH 89°57'57\"/>

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS NORTH 03°52'58\"/>

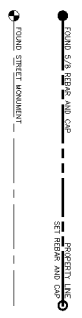
NARRATIVE:

FOR THE CLIENT'S WANT TO SHOW THE PROPOSED BOUNDARY LINE ADJUSTMENT AS REQUESTED BY THE CLIENT'S ADJOINING PARCELS.

GENERAL NOTES:

- 1) RECORDS OBTAIN IN PREPARATION OF THIS SURVEY.
- 2) RECORDS OF THE SALT LAKE COUNTY RECORDS DEPARTMENT, AT PAGE 2898 OF THE ORIGINAL RECORDS OF THE SALT LAKE COUNTY RECORDS DEPARTMENT, AT PAGE 2898 OF THE ORIGINAL RECORDS OF THE SALT LAKE COUNTY RECORDS DEPARTMENT, AT PAGE 150 OF THE ORIGINAL RECORDS OF THE SALT LAKE COUNTY RECORDS DEPARTMENT, AT PAGE 150 OF THE ORIGINAL RECORDS OF THE SALT LAKE COUNTY RECORDS DEPARTMENT, AT PAGE 150 OF THE ORIGINAL RECORDS OF THE SALT LAKE COUNTY RECORDS DEPARTMENT.

LEGEND:



ISSUING TITLE	PROJECT TITLE	DATE
RECORD OF SURVEY	SURVEY	3/25/2024
4890 S FLORIBUNDA DR	KIND	SCALE 1" = 20'
HOLLADAY CITY	SALT LAKE COUNTY	PROJECT 24087
		SHEETS 1 OF 1



WITNESSES TO THE WEST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, FOUND BRASS SURVEY MONUMENT.

NO.	REVISION	DATE

G:\DATA\24087 Fabion_Floribunda.dwg\24087 ROS.dwg
 PLOT DATE: Nov 25, 2024