



\*W2963273\*

When Recorded, Mail To:

Tim Charlwood  
PO Box 380400  
Park City, UT 84098

E# 2963273 PG 1 OF 9  
LEANN H KILTS, WEBER COUNTY RECORDER  
30-JAN-19 126 PM FEE \$26.00 DEP DC  
REC FOR: TIMOTHY P. CHARLWOOD

(Space above for Recorder's Use Only)

### BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT is made and entered into this 30<sup>th</sup> day of JANUARY, 2018, by and between Sanctuary Ranch, LLC, a Utah limited liability company and Timothy P. Charlwood, also known as Timothy Patrick Charlwood ("Sanctuary/Charlwood"), and Ogden Boat Club, a Utah Corporation ("Boat Club"). Sanctuary/Charlwood and "Boat Club" are sometimes referred to herein collectively as the "Parties," and individually as a "Party."

#### RECITALS:

A. Sanctuary/Charlwood is currently the owner in fee title of that certain property located in Weber County, State of Utah (the "Sanctuary/Charlwood Property"). The Sanctuary/Charlwood Property is more particularly described on Exhibit A, attached hereto and incorporated herein.

B. Boat Club is the owner in fee title of that certain property located adjacent to, and in part, directly east of, the Sanctuary/Charlwood Property (the "Boat Club"). The Boat Club Property is more particularly described on Exhibit B, attached hereto and incorporated herein.

C. The Parties desire to adjust the boundary between their respective properties to resolve a boundary dispute by entering into this Agreement pursuant to Section 57-1-45, U.C.A. (2012).

#### TERMS AND CONDITIONS

NOW THEREFORE, for the considerations of mutual agreement, \$10.00, and other good and valuable considerations of both parties, the receipt and sufficiency of which are hereby conclusively 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. **Boundary Line.** Sanctuary/Charlwood and Boat Club agree that the boundary line between their respective properties shall be the following described lines:

See Exhibit C, attached hereto and incorporated herein.

The Agreed Boundary Line shall stand and be known as the common record description and boundary line between the eastern boundary of the Sanctuary/Charlwood Property and western boundary of Boat Club Property, and the properties shall be modified to include the common boundary line.

2. **Quitclaim by Sanctuary/Charlwood.** Pursuant to Section 57-1-45, U.C.A. (2012) this Agreement acts “as a quitclaim deed and convey[s] all of each party's right, title, interest, and estate in property East and North of the agreed boundary line that had been the subject of the boundary dispute that led to the boundary line agreement.”

3. **Quitclaim by Boat Club.** Pursuant to Section 57-1-45, U.C.A. (2012) this Agreement acts “as a quitclaim deed and convey[s] all of each party's right, title, interest, and estate in property West and South of the agreed boundary line that had been the subject of the boundary dispute that led to the boundary line agreement.”

4. **Duration; Rights Run with the Land; Binding Effect.** This Agreement and the Agreed Boundary Line established hereby shall be perpetual. Each of the agreements and rights contained in this Agreement shall: (i) inure to the benefit of and be binding upon **Sanctuary/Charlwood** and **Boat Club**, and their respective successors, successors-in-title, heirs and assigns as to their respective parcels, or any portion of their respective parcels, each of whom shall be an intended beneficiary (whether third party or otherwise) of the rights and agreements granted hereunder; (ii) shall run with the land; and (iii) shall remain in full force and effect and shall be unaffected by any change in the ownership of, or any encumbrance, lien, judgment, easement, lease or other right affecting the **Sanctuary/Charlwood** Property or the **Boat Club** Property, or any portion of either, or any change of use, demolition, reconstruction, expansion or other circumstances.

5. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Utah, without regard to conflict of laws principles. Venue for any legal proceedings shall be in Utah County, Utah.

6. **Representation/Authority of Signators.** The individuals who execute this Agreement on behalf of **Boat Club** and **Sanctuary/Charlwood** represent and warrant that he/she are duly authorized to execute this Agreement on behalf of **Boat Club** and **Sanctuary/Charlwood**, respectively, that **Boat Club** is the owner of the **Boat Club** Property and that **Sanctuary/Charlwood** is the owner of the **Sanctuary/Charlwood** Property, respectively, that the parties named are all the necessary and proper parties and the consent of any lenders, mortgagees, holders of deeds of trust, or lien holders is not required or necessary, that all trust approvals have been obtained, that no other signature, act or authorization is necessary to bind **Boat Club** and **Sanctuary/Charlwood**, respectively, to the provisions of this Agreement, and that this Agreement is binding on **Boat Club** and the **Boat Club** Property and **Sanctuary/Charlwood** and the **Sanctuary/Charlwood** Property respectively.

7. **Recording.** This Agreement shall be recorded with the Recorder's office of Weber County by **Sanctuary/Charlwood**.

8. **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.

9. **Knowledge, Review and Interpretation.** The Parties, and each of them, acknowledge, declare, and agree, that: (i) they have consulted legal counsel about this Agreement, or have had the opportunity to do so and have voluntarily chosen not to do so; (ii) they have had adequate time and opportunity to review the terms of this Agreement and have carefully read it; (iii) they are sophisticated parties that have negotiated this Agreement at arm's

length, and accordingly, expressly waive any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it; and (iv) they intend to be legally bound to the provisions of this Agreement, which shall be interpreted in a reasonable manner to effect the purposes of this Agreement and intent of the Parties as outlined herein.

*[signatures and acknowledgments on the following page]*





Exhibit A

## (Legal Description of Sanctuary/Charlwood Property)

Proposed SANCTUARY LAKESIDE SUBDIVISION, being more particularly described as follows:

**A part of Sections 12 and 13, Township 6 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, Huntsville City, Weber County, Utah: Beginning at a point on the section line which is 1013.80 feet North 89°24'41" West from the Southeast corner of the Southwest corner of said Section 12 and running thence South 01°46'50" West (South record) 216.24 feet to the Northerly right of way line of 100 South Street the following two (2) courses: (1) Northwesterly along the arc of a 3363.73 foot radius curve to the left a distance of 369.40 feet (delta equals 06°17'32" and long chord bears North 58°56'40" West 369.21 feet), (2) Northwesterly along the arc of a 568.69 foot radius curve to the left a distance of 51.84 feet (delta equals 05°13'23" and long chord bears North 64°26'09" West 51.82 feet) to the Easterly line of The United States of America property; thence along said Easterly and Southerly lines the following two (2) courses: (1) North 00°32'32" East (North record) 161.46 feet and (2) North 71°15'00" East (North 73°01'00" East record) 326.43 feet to the Westerly line of the Ogden Boat Club property; thence along said Westerly and Southerly lines the following two (2) courses: (1) South 00°32'25" West (South record) 262.46 feet to the section line and (2) along said section line South 89°24'21" East (East record) 61.61 feet to the point of beginning.**

**Exhibit B**

(Legal Description of Boat Club Property)

PART OF THE SOUTH ½ OF THE SOUTHWEST QUARTER OF SECTION 12,  
TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, U.S. SURVEY:  
BEGINNING AT A POINT 297.875 FEET WEST FROM THE SOUTHEAST CORNER OF  
SAID QUARTER SECTION, AND RUNNING THENCE WEST 771.025 FEET; THENCE  
NORTH 232.2 FEET; THENCE NORTH 71D56' EAST 809.21 FEET; THENCE SOUTH  
514.94 FEET TO THE PLACE OF BEGINNING. SUBJECT, HOWEVER, TO A RIGHT-OF-  
WAY 1 ROD WIDE, COMMENCING AT THE SOUTHEAST CORNER OF SAID  
QUARTER SECTION, AND RUNNING THENCE NORTHWEST, THENCE WEST,  
THENCE NORTHWEST ALONG THE EDGE OF THE HILL.



**Exhibit C****(New Boundary Line)**

A part of Section 13, Township 6 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, Huntsville City, Weber County, Utah:

Beginning at a point on the Section Line which is 1013.80 feet North  $89^{\circ}24'41''$  West from the Southeast Corner of the Southwest Corner of said Section 12 to an Existing Fence Line; and running thence along said existing Fence Line and the Extension of said Fence Line North  $1^{\circ}46'50''$  East 22.65 feet to an existing fence line; thence North  $89^{\circ}11'07''$  West 62.10 feet along said existing Fence Line to a fence corner, thence North  $0^{\circ}32'25''$  East 239.57 feet along said fence line to the South line of the United States of America Property.