

Recorded at Request of _____
at _____ M. Fee Paid \$ _____
by _____ Dep. Book _____ Page _____ Ref.: _____
Mail tax notice to _____ Address _____

7755860
11/07/2000 12:05 PM 11.00
Book - 8399 Pg - 7742
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
LYLE McALLISTER
275 E 13275 S
DRAPER UT 84020
BY: ZJM, DEPUTY - WI 1 P.

QUIT-CLAIM DEED

SARAH MARIE McALLISTER, grantor
of DRAPER, County of SALT LAKE, State of Utah, hereby
QUIT-CLAIM to LYLE D AND SARAH M. McALLISTER, HUSBAND
AND WIFE, AS JOINT TENANTS NOT IN COMMON WITH FULL RIGHTS
OF SURVIVORSHIP,

grantee S
of DRAPER, COUNTY OF SALT LAKE, STATE OF UTAH, for the sum of
TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION DOLLARS,

the following described tract of land in SALT LAKE County,
State of Utah:

COMMENCING 921 FEET NORTH AND 2103.76 FEET EAST FROM THE
SOUTHWEST CORNER OF SECTION 31, T3S, R1E, S1B, E1M, AND RUNNING
THENCE EAST 147.0 FEET; THENCE NORTH 258.75 FEET; THENCE WEST
213.82 FEET; THENCE SOUTH 83.75 FEET; THENCE EAST 67.82 FEET;
THENCE SOUTH 33.75 FEET; THENCE WEST 1.0 FEET; THENCE SOUTH
141.25 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH A 50 FOOT RIGHT OF WAY, THE
CORNER LINE OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT A
POINT 921 FEET NORTH FROM THE SAID SOUTHWEST CORNER OF SECTION
31, AND RUNNING THENCE EAST 158 RODS TO THE WEST BOUNDARY OF
300 EAST STREET,

28-31-376-0008

WITNESS the hand of said grantor, this 6th day of
November 2000, A. D.

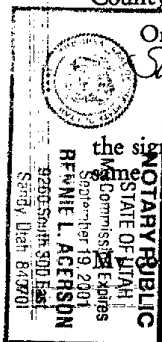
Signed in the presence of

Sarah Marie McAllister

STATE OF UTAH, }
County of Salt Lake } ss.

On the 6th day of November 2000 A. D.
Sarah Marie McAllister

personally appeared before me



the signer of the foregoing instrument, who duly acknowledge to me that She executed the

Jennie L. Anderson

Notary Public.

Commission expires Sept 19, 2001

Address: Sandy Utah

BK8399PG7742

When Recorded Return To:

Jacquelyn P. Terry
256 East Day Meadow Drive
Draper, UT 84020

Mail Tax Notices To:

Jacquelyn P. Terry
256 East Day Meadow Drive
Draper, UT 84020

Lyle D. McAllister and Sarah M. McAllister
275 East 13275 South Street
Draper, UT 84020

Parcel Nos.: 28-31-377-006 and 28-31-376-054
173210-06P

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT (this "Agreement") is entered into to be effective as of the 19 day of December, 2023, by and among Jacquelyn P. Terry, who acquired title as Jaquelyn P. Terry ("Terry"), whose address is 256 East Day Meadow Drive, Draper, Utah, and Lyle D. McAllister and Sarah M. McAllister ("McAllister"), whose address is 275 East 13275 South Street, Draper, Utah. Terry and McAllister are sometimes referred to herein singularly as a "Party" and collectively as the "Parties" with respect to the following:

A. Terry owns a certain parcel of real property located in Salt Lake County, State of Utah, identified as Tax Parcel No. 28-31-377-006 and more particularly described on Exhibit A attached hereto (the "Terry Property").

B. McAllister owns a certain parcel of real property located in Salt Lake County, State of Utah, identified as Tax Parcel No. 28-31-376-054 and more particularly described on Exhibit B attached hereto (the "McAllister Property").

C. The Terry Property and the McAllister Property are contiguous. The Terry Property and the McAllister Property are sometimes referred to herein singularly as a "Parcel" and collectively as the "Parcels."

D. In accordance with the Draper City Municipal Code and the requirements of the Draper City Planning Division, the Parties are entering into this Agreement to effectuate a lot line adjustment between their respective Parcels.

E. The Parties are entering into this Agreement to establish that the boundary line between their respective Parcels in accordance with the terms of this Agreement shall be the line described in Exhibit C attached to this Agreement (the "Boundary Line"). The approximate location of the Boundary Line is depicted on the "Drawing" attached to this Agreement as Exhibit D.

F. In anticipation of this Agreement, a Boundary Survey (the “Survey”) was prepared showing the location of the Terry Property and the McAllister Property, which Survey was prepared by Robert Law of CMT Technical Services and was filed with the office of the Salt Lake County Surveyor as File No. S2023-06-0536.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual covenants and promises hereinafter set forth, the Parties agree as follows:

1. Accuracy of Recitals. The recitals set forth above are true, correct and complete in all material respects.

2. Boundary Lines. Pursuant to Section 10-9a-524 of the Utah Code, the Parties hereby covenant and agree that from and after the date of this Agreement, the Boundary Line between the Terry Property and the McAllister Property shall follow the legal description set forth on Exhibit C attached hereto and made a part hereof, as set forth below. Each Party hereto shall have the right to enjoy its respective Parcel up to the Boundary Line. To conform the legal descriptions of each of the Parcels to the Boundary Line, (i) Terry hereby quitclaims to McAllister any and all of Terry’s right, title and interest in and to the real property lying south of and contiguous to the Boundary Line as depicted on Exhibit D attached hereto; and (ii) McAllister hereby quitclaims to Terry any and all of the right, title and interest of McAllister in and to the real property lying north of and contiguous to the Boundary Line.

3. Resulting Legal Descriptions. Giving effect to this Agreement, the resulting legal description for the Terry Property will be that which is described on Exhibit E attached hereto, and the resulting legal description for the McAllister Property will be that which is described on Exhibit F attached hereto.

4. Integration; Modification. This Agreement contains the entire agreement between the Parties with respect to the matters set forth herein. This Agreement may be modified or amended only with the unanimous written agreement of the Parties, their successors and assigns.

5. Duration; Rights Run With the Land; Binding Effect. This Agreement and the 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 the Parties and their respective successors, successors-in-title, heirs and assigns as to their respective Parcel, or any portion of their respective Parcel, 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 Parcels, or any portion of the Parcels, or any change of use, demolition, reconstruction, expansion or other circumstances.

6. Further Action. The Parties shall execute and deliver all documents, provide all information, and take or forebear from taking all action as may be necessary or appropriate to achieve the purpose of this Agreement.

7. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

8. Interpretation. The paragraph headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Agreement shall include the plural, and the use of the plural in this Agreement shall include the singular, where the context is otherwise appropriate.


9. Severability. In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant or other provision herein contained. If such condition, covenant or other provisions shall be deemed invalid due to its scope or breadth, such condition, covenant or other provision shall be deemed valid to the extent of the scope and breadth permitted by law.

10. Attorneys' Fees. In the event it becomes necessary for either Party or its successors and assigns to employ the service of an attorney in order to enforce such Party's rights under this Agreement with respect to the other Party hereto or its successors and assigns, either with or without litigation, the non-prevailing Party in such controversy shall pay to the prevailing Party reasonable attorneys' fees and, in addition, such costs and expenses as are incurred by the prevailing Party in enforcing such Party's rights under this Agreement.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, by facsimile transmission, by email or otherwise, shall be deemed an original, but all of which shall together constitute one and the same instrument.

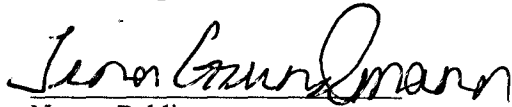
IN WITNESS WHEREOF, this Agreement is executed to be effective as of the day and year first above written.

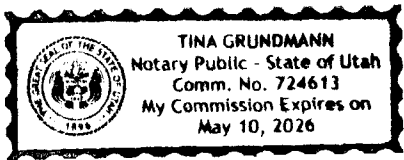
[signature page(s) to follow]

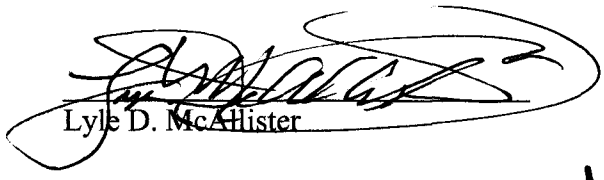

Jacquelyn P. Terry

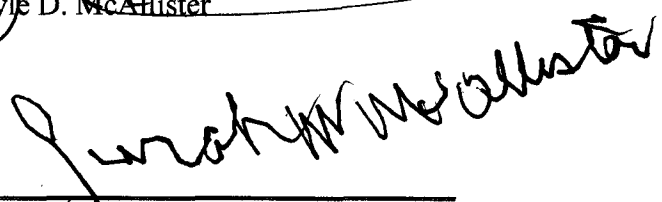
STATE OF UTAH)
COUNTY OF SALT LAKE)

On December 19, 2023, before me, a notary public, personally appeared Jacquelyn P. Terry, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged that she executed the same for its stated purpose.


Notary Public



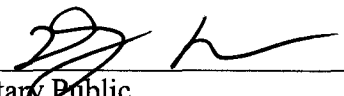

Lyle D. McAllister



Sarah M. McAllister

STATE OF UTAH)
COUNTY OF SALT LAKE)

On December 19, 2023, before me, a notary public, personally appeared Lyle D. McAllister, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged that he executed the same for its stated purpose.



Notary Public



STATE OF UTAH)
COUNTY OF SALT LAKE)

On December 19, 2023, before me, a notary public, personally appeared Sarah M. McAllister, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged that she executed the same for its stated purpose.



Notary Public



EXHIBIT A
TO
BOUNDARY LINE AGREEMENT

(LEGAL DESCRIPTION OF THE TERRY PROPERTY)

Lot 2, DAY MEADOW ESTATES, according to the official plat thereof recorded March 6, 1995 as Entry No. 6033704 in Book 95-3P at Page 51 in the office of the Salt Lake County Recorder.

EXHIBIT B
TO
BOUNDARY LINE AGREEMENT

(LEGAL DESCRIPTION OF THE MCALLISTER PROPERTY)

COMMENCING 921 FEET NORTH AND 2103.76 FEET EAST FROM THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE EAST 147.00 FEET; THENCE NORTH 258.75 FEET; THENCE WEST 213.82 FEET; THENCE SOUTH 83.75 FEET; THENCE EAST 67.82 FEET; THENCE SOUTH 33.75 FEET; THENCE WEST 1.00 FEET; THENCE SOUTH 141.25 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH A 50 FOOT RIGHT OF WAY, THE CORNER LINE OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 921 FEET NORTH FROM THE SAID SOUTHWEST CORNER OF SECTION 31, AND RUNNING THENCE EAST 158 RODS TO THE WEST BOUNDARY OF 300 EAST STREET.

LESS AND EXCEPTING:

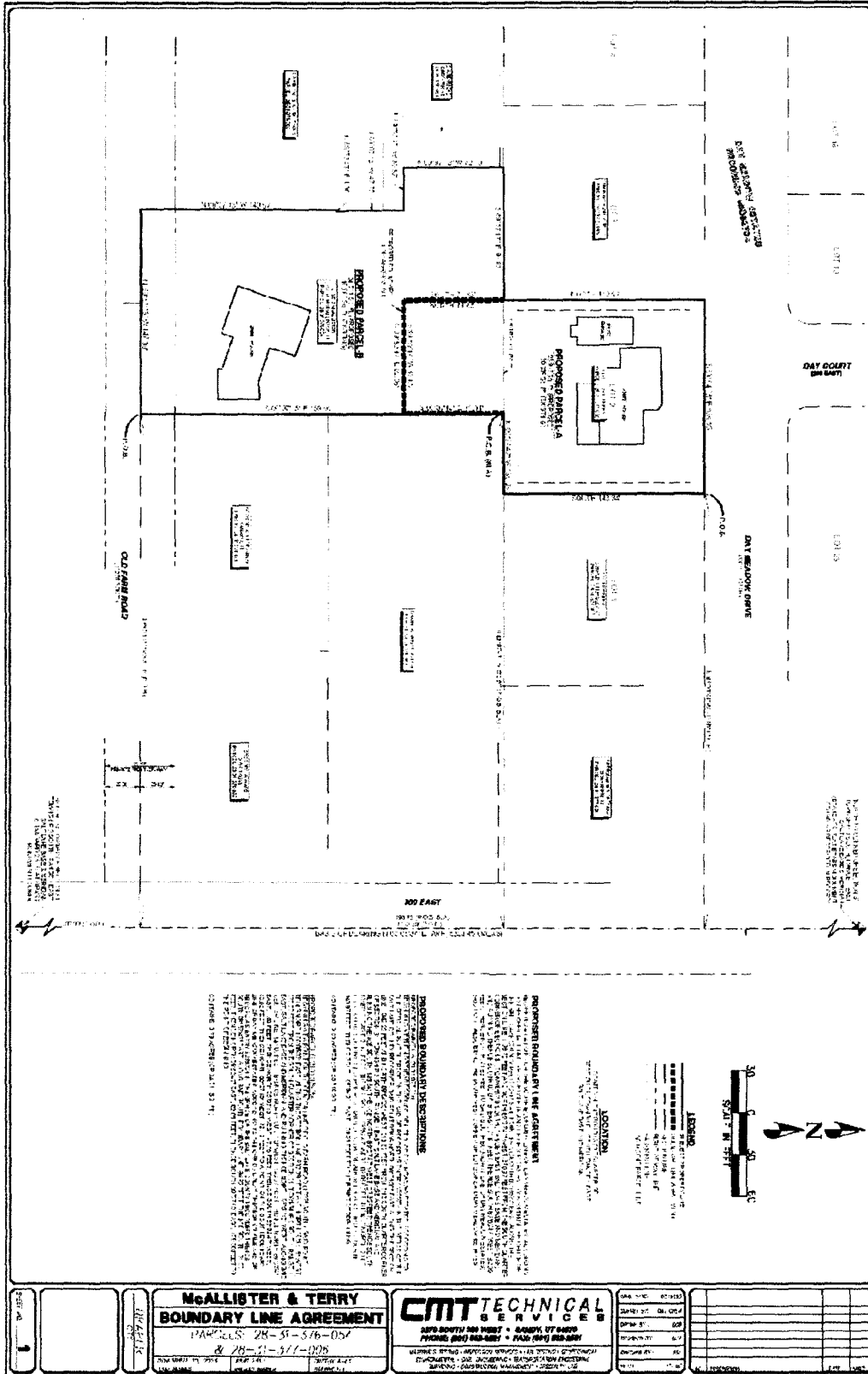
BEGINNING NORTH 1179.75 FEET AND EAST, 2036.94 FEET FROM THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE EAST, ALONG A DEED LINE 37.00 FEET; THENCE SOUTH 69.75 FEET; THENCE EAST, 30.82 FEET; THENCE SOUTH 14.00 FEET TO A POINT ON THE AFOREMENTIONED DEED LINE; THENCE ALONG SAID DEED LINE FOR THE FOLLOWING TWO (2) COURSES; WEST, 67.82 FEET; THENCE NORTH, 83.75 FEET TO THE POINT OF BEGINNING.

EXHIBIT C
TO
BOUNDARY LINE AGREEMENT

(LEGAL DESCRIPTION OF THE BOUNDARY LINE)

BEGINNING AT A POINT ON THE SOUTH BOUNDARY LINE OF DAY MEADOW ESTATES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD AS ENTRY 6033704 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; SAID POINT BEING NORTH 00°05'37" EAST, ALONG THE SECTION LINE, 1198.70 FEET AND NORTH 89°57'47" WEST, 370.97 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 00°07'13" EAST, 71.61 FEET; THENCE SOUTH 89°52'47" WEST, 82.05 FEET; THENCE NORTH, 71.83 FEET TO SAID SOUTH BOUNDARY LINE OF DAY MEADOW ESTATES; SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 2 OF SAID DAY MEADOW ESTATES.

EXHIBIT D
TO
BOUNDARY LINE AGREEMENT
(DRAWING DEPICTING THE BOUNDARY LINE)

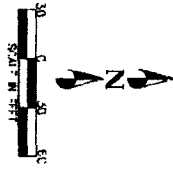


PROPOSED BOUNDARY DESCRIPTIONS:

PROPOSED PARCEL A: [Detailed description of Parcel A boundary]

PROPOSED PARCEL B: [Detailed description of Parcel B boundary]

EXISTING BOUNDARY AGREEMENT: [Detailed description of existing boundaries and easements]



McALLISTER & TERRY BOUNDARY LINE AGREEMENT PARCELS: 28-51-576-054 & 28-51-577-005 DATE: 11/11/2011 DRAWN BY: [Name] CHECKED BY: [Name]	CMT TECHNICAL SERVICES 2870 SOUTH 900 WEST • SUITE 107 SALT LAKE CITY, UT 84119 PHONE: (801) 487-1111 • FAX: (801) 487-1112 WWW.CMTTECHNICALSERVICES.COM	SHEET NO. 02/03 DATE: 11/11/2011 DRAWN BY: [Name] CHECKED BY: [Name]	SCALE: AS SHOWN DATE: 11/11/2011
		PROJECT NO. 1111111111 CLIENT: [Name]	DRAWN BY: [Name] CHECKED BY: [Name]

EXHIBIT E
TO
BOUNDARY LINE AGREEMENT

(LEGAL DESCRIPTION OF THE RESULTING TERRY PROPERTY)

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, OF DAY MEADOW ESTATES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD AS ENTRY 6033704 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; SAID POINT BEING NORTH 00°05'37" EAST, ALONG THE SECTION LINE, 1342.23 FEET AND NORTH 89°54'23" WEST, 313.85 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH, 143.84; THENCE NORTH 89°57'47" WEST, 57.35 FEET; THENCE SOUTH 00°07'13" EAST, 71.61 FEET; THENCE SOUTH 89°52'47" WEST, 82.05 FEET; THENCE NORTH, 71.83 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, DAY MEADOW ESTATES; THENCE NORTH, 143.97 FEET; THENCE SOUTH 89°54'23" EAST, 139.25 FEET TO THE POINT OF BEGINNING.

CONTAINS: 0.60 ACRES (OR 25,918 SQ. FT.)

EXHIBIT F
TO
BOUNDARY LINE AGREEMENT

(LEGAL DESCRIPTION OF THE RESULTING MCALLISTER PROPERTY)

BEGINNING AT A POINT ON THE CENTER LINE OF OLD FARM ROAD (13275 SOUTH); SAID POINT BEING NORTH 00°05'37" EAST, ALONG THE SECTION LINE, 937.39 FEET AND NORTH 89°51'15" WEST, 370.00 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°51'15" WEST, ALONG SAID CENTER LINE, 147.00 FEET; THENCE NORTH 00°07'13" WEST, 140.57 FEET; THENCE NORTH 89°52'47" EAST, 1.00 FEET; THENCE NORTH 00°07'13" WEST, 47.75 FEET; THENCE SOUTH 89°52'47" WEST, 30.82 FEET; THENCE NORTH 00°07'13" WEST, 72.10 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF DAY MEADOW ESTATES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD AS ENTRY 6033704 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE SOUTH 89°57'47" EAST, ALONG SAID SOUTH BOUNDARY LINE, 94.92 FEET; THENCE SOUTH, 71.83 FEET; THENCE NORTH 89°52'47" EAST, 82.05 FEET; THENCE SOUTH 00°07'13" EAST, 189.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 0.79 ACRES (OR 34,511 SQ. FT.)