

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Stoel Rives LLP
Attn: Richard R. Hall
201 S. Main St., Suite 1100
Salt Lake City, Utah 84111

127777-B#P
22-14-351-014

13295295
6/11/2020 9:25:00 AM \$40.00
Book - 10959 Pg - 1737-1751
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 15 P.

(Space Above For Recorder's Use)

**MEMORANDUM OF
CONFIRMATION OF EXISTING BOUNDARY
AND FENCE LINE AGREEMENT**

This MEMORANDUM OF CONFIRMATION OF EXISTING BOUNDARY AND FENCE LINE AGREEMENT ("*Memorandum*") dated as of this 9th day of June 2020 (the "*Effective Date*") is executed by David R. Spafford and Susan B. Spafford, as joint tenants, and Susan Bourne Spafford and David Reed Spafford, Trustees of the Susan Bourne Spafford Trust dated the 22nd day of April, 1991 (hereinafter collectively, the "*Spaffords*"), with a mailing address of 35 E. 100 S. – 1801 The Regent, Salt Lake City, Utah 84111.

RECITALS

A. WHEREAS, the Spaffords own certain residential real property located in Holladay City, Salt Lake County, State of Utah, as more particularly described in attached Exhibit A (the "*Knudsen Property*").

B. On September 24, 2014, the Spaffords entered into that certain Confirmation of Existing Boundary and Fence Line Agreement, recorded in the records of Salt Lake County, State of Utah, as Document #11926058, Book 10266, Pg. 455-462 (the "*Confirmation*"). A recorded copy of the Confirmation is attached hereto as Exhibit B.

C. While the Confirmation was properly recorded against three of the four parcels listed in the Exhibits to the Confirmation, it has been recently discovered that the Confirmation was inadvertently not recorded against the Knudsen Property.

D. WHEREAS, by this Memorandum, the Spaffords desire to ensure the Confirmation appears of record against the Knudsen Property, and to provide public notice of the Confirmation.

CONFIRMATION

NOW, THEREFORE, the Spaffords hereby provide as follows:

1. Public Notice. All members of the general public are hereby placed on notice of inquiry as to the Confirmation, a recorded copy of which is attached hereto as Exhibit A.

2. **Recording.** This Memorandum shall be recorded in the real estate records of Salt Lake County, State of Utah against the Knudsen Property only. This Memorandum is not be recorded against the remaining properties listed in the Exhibits to the Confirmation.

3. **Conflicts.** In the event of any conflict between the terms of this Memorandum and the terms of the Confirmation, the terms of the Confirmation shall control.

IN WITNESS WHEREOF, the Spaffords have executed this Memorandum as of the date set forth above.

THE SPAFFORDS:



DAVID R. SPAFFORD, an individual



SUSAN B. SPAFFORD, an individual

**The Susan Bourne Spafford Trust
dated the 22nd day of April, 1991**



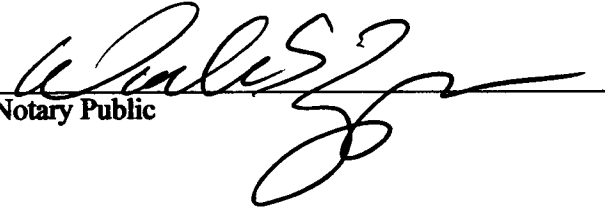
DAVID REED SPAFFORD, Trustee

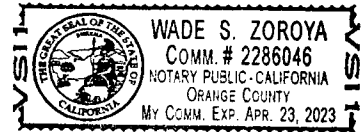


SUSAN BOURNE SPAFFORD, Trustee

STATE OF California)
) ss.
COUNTY OF Orange)

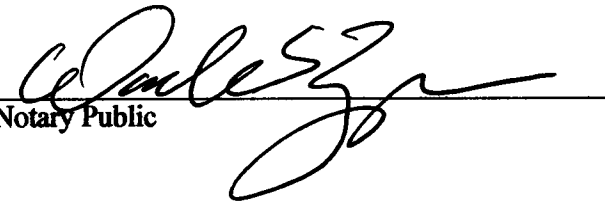
Acknowledged before me on the 9 day of June, 2020, by DAVID R. SPAFFORD, an individual.

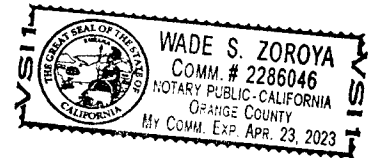

Notary Public



STATE OF California)
) ss.
COUNTY OF Orange)

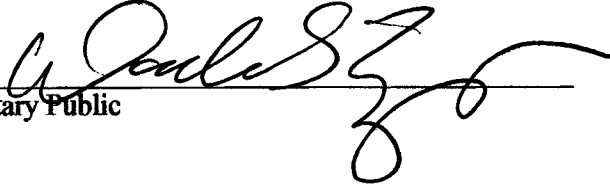
Acknowledged before me on the 9 day of June, 2020, by SUSAN B. SPAFFORD, an individual.


Notary Public

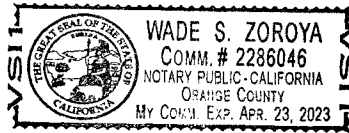


STATE OF California)
) ss.
COUNTY OF Orange)

Acknowledged before me on the 9 day of June, 2020, by DAVID REED SPAFFORD, trustee of the Susan Bourne Spafford Trust dated the 22nd day of April, 1991.

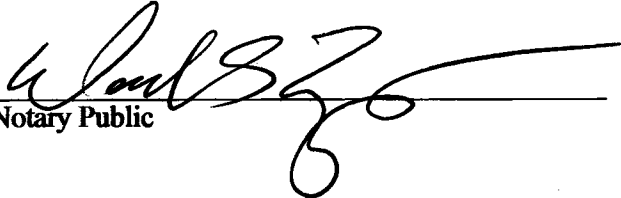


Notary Public



STATE OF California)
) ss.
COUNTY OF Orange)

Acknowledged before me on the 9 day of June, 2020, by SUSAN BOURNE SPAFFORD, trustee of the Susan Bourne Spafford Trust dated the 22nd day of April, 1991.



Notary Public

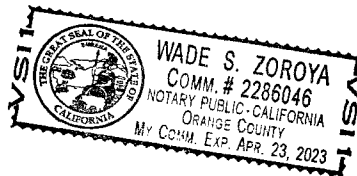


EXHIBIT A

Legal Description of the Knudsen Property

That certain parcel of land located in Holladay City, Salt Lake County, Utah, particularly more described as follows:

**EXHIBIT A
LEGAL DESCRIPTION**

Beginning at the Southwest corner of Section 14, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence North 00°19'30" East along said section line 524.28 feet to the South side of an existing block wall; thence South 89°59'12" East along said South side 286.12 feet; thence South 11°12'34" East 71.92 feet; thence South 01°40'17" East 92.45 feet; thence South 89°16'43" East 2.86 feet; thence South 30°06'50" East 5.01 feet; thence South 03°17'28" West 10.97 feet; thence South 89°55'51" East 123.84 feet to the centerline of Big Cottonwood Creek; thence along said centerline the following four (4) courses: South 02°29'17" East 71.79 feet; thence South 19°50'14" West 52.30 feet; thence South 29°09'57" West 79.01 feet; thence South 24°45'35" West 43.48 feet; thence South 83.45 feet; thence West 79.00 feet; thence South 16.50 feet; thence West 39.00 feet; thence South 17.19 feet; thence North 89°50'45" West 245.00 feet to the point of beginning.

Address: 2715 E. 6200 S., Holladay, Utah 84121
For Reference Purposes Only: Tax Parcel No. 22-14-351-014

EXHIBIT B

***Recorded Copy of the
Confirmation of Existing Boundary and Fence Line Agreement***

[attached]

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Stoel Rives LLP
Attn: Ron Moffitt
201 S. Main St., Suite 1900
Salt Lake City, Utah 83702

11926058
10/08/2014 08:10 AM #28.00
Book 10266 Pg 455-463
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
STOEL RIVES
201 S MAIN #1100
SLC UT 84111
BY: LHA, DEPUTY - WI S.P.

(Space Above For Recorder's Use)

CONFIRMATION OF EXISTING BOUNDARY AND FENCE LINE AGREEMENT

This CONFIRMATION OF EXISTING BOUNDARY AND FENCE LINE AGREEMENT (this "**Agreement**") is entered into as of the 24th day of September, 2014 by and between DAVID R. AND SUSAN B. SPAFFORD, husband and wife, and co-trustees of the Susan Bourne Spafford Trust, with a mailing address of 2750 E. Creek Crossing Lane, Holladay, Utah 84121 (hereinafter collectively, the "**Spaffords**"), and RICHARD L. WIRTHLIN, Trustee of the Wirthlin Family Life Insurance Trust dated May 25, 2007, and RICHARD LE GRAND WIRTHLIN, ESQ., Trustee of (1) the Wirthlin Family 2011 Qualified Personal Residence Trust No. 1 dated March 10, 2011, and (2) the Wirthlin Family 2011 Qualified Personal Residence Trust No. 2 dated March 10, 2011, with a mailing address of 26408 MacMillan Ranch Road, Santa Clarita, California 91387 (hereinafter collectively, "**Wirthlin**"). The Spaffords and Wirthlin are referred to herein collectively as the "**Parties**," and individually as a "**Party**."

A. Wirthlin owns certain residential real property located in Holladay City, Salt Lake County, State of Utah (the "**Wirthlin Property**"), as more particularly described in attached Exhibit A.

B. The Spaffords own certain other residential real property located in Holladay City, Salt Lake County, State of Utah, adjacent to the eastern boundary of the Wirthlin Property (the "**Spafford Property**"), as more particularly described in attached Exhibit B. The Wirthlin Property and the Spafford Property are sometimes collectively referred to herein as the "**Subject Properties**."

C. The Subject Properties share a common boundary along the eastern boundary of the Wirthlin Property and the western boundary of the Spafford Property, as more particularly described and generally depicted on attached Exhibit C (the "**Existing Boundary**").

D. Wirthlin desires to construct a fence along the Existing Boundary between the Subject Properties (the "**Boundary Fence**"). However, existing trees and other vegetation prevent the Boundary Fence from being constructed along the true alignment of the Existing Boundary between the Subject Properties without removing such vegetation.

E. The Spaffords and Wirthlin desire to allow the Boundary Fence be constructed along an alignment between the Subject Properties as close as possible to the Existing Boundary while preserving the trees and vegetation as much as possible, and acknowledge that in order to do so, portions of the Boundary Fence will depart from the alignment of the Existing Boundary, creating areas of encroachment on both the Wirthlin Property and the Spafford Property (collectively, the "**Encroaching Portions**").

F. By the execution hereof, Wirthlin and the Spaffords desire to acknowledge and confirm the Existing Boundary as the boundary between the Wirthlin Property and the Spafford Property, and to provide for reciprocal easements pertaining to the Encroaching Portions, subject to and in accordance with the terms and conditions of this Agreement.

AGREEMENT:

NOW, THEREFORE, to these ends and in consideration of the terms and conditions of this Agreement, together with the mutual benefits to be derived from this Agreement, the Parties agree as follows:

1. Confirmation of Existing Boundary; Quitclaim and Disclaimer. The Existing Boundary shall be, and, by the execution hereof, is, acknowledged and agreed by the Parties to be the correct common boundary between the Wirthlin Property and the Spafford Property, notwithstanding the location of the Boundary Fence. Further, consistent with the foregoing, (a) Wirthlin hereby disclaims and quitclaims any right, title or interest, including without limitation any prescriptive or implied rights, in and to any portion of the Spafford Property within the Encroaching Portions, and (b) the Spaffords hereby disclaim and quitclaim any right, title or interest, including without limitation any prescriptive or implied rights, in and to any portion of the Wirthlin Property within the Encroaching Portions.

2. Reciprocal Easement Relating to Encroaching Portions. Each Party hereby grants and conveys to the other Party a nonexclusive easement (the "*Reciprocal Easement*") to use any Encroaching Portion located on that other Party's respective side of the Boundary Fence, subject to the following conditions:

(a) Each Party shall have the right to maintain any Encroaching Portion located on its respective side of the Boundary Fence; and

(b) Each Party shall have the right to separate any Encroaching Portion from the remainder of that Party's respective property by the placement, at said Party's sole cost and expense, of a fence, wall or other barrier selected by said Party in its reasonable discretion.

3. Reciprocal Indemnification. Wirthlin shall indemnify, defend and hold harmless the Spaffords from and against any and all loss, cost, damage, injury or expense, including claims for death or injury to person or damage to property, and including without limitation attorney's fees and court costs, to the extent the same arise out of or in connection with the use of the Encroaching Portion of the Spafford Property on the Wirthlin's side of the Boundary Fence.

The Spaffords shall indemnify, defend and hold harmless Wirthlin from and against any and all loss, cost, damage, injury or expense, including claims for death or injury to person or damage to property, and including without limitation attorney's fees and court costs, to the extent the same arise out of or in connection with the use of the Encroaching Portion of the Wirthlin Property on the Spaffords' side of the Boundary Fence.

The indemnities set forth in this section shall be in addition to, and not in limitation of, any indemnification or other rights or remedies available to the Parties at law or in equity.

4. Termination. This Agreement shall terminate at any point in the future that, at the election of either Party, the Boundary Fence is removed and a new fence is constructed along the specific alignment of the Existing Boundary.

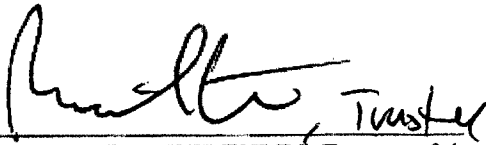
5. Purpose and Confirmation. This Agreement is (A) made for the purposes set forth in this Agreement and no more, (B) is not intended to effect a subdivision of the Subject Properties, or any part thereof, within the meaning of Utah law, and (C) is intended to be subject to and made in compliance with any and all applicable zoning ordinances, laws, rules and regulations.

6. No Partnership; Entire Agreement. This Agreement is not intended to create and shall not be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the Parties. This Agreement contains the entire agreement between the Parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.

7. General Provisions. This Agreement may be signed in one or more counterparts with the same effect as if the Parties executing the counterparts had all executed one document. The executed counterparts taken together shall be deemed the original Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, and shall run with the Subject Properties. This Agreement shall be construed, applied and enforced in accordance with the laws of the State of Utah and, at the option of either Party, may be recorded in the official real estate records of Salt Lake County, Utah.

IN WITNESS WHEREOF, the Parties have executed the foregoing Agreement to be effective as of the date first written above.

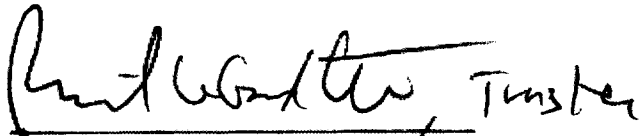
WIRTHLIN:



RICHARD L. WIRTHLIN, Trustee of the
Wirthlin Family Life Insurance Trust dated May 25, 2007



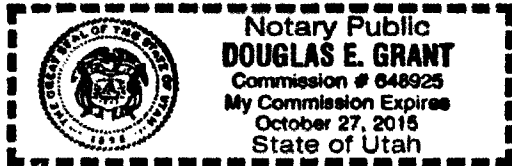
RICHARD LE GRAND WIRTHLIN, Trustee of
the Wirthlin Family 2011 Qualified Personal Residence Trust No. 1 dated March 10, 2011



RICHARD LE GRAND WIRTHLIN, Trustee of
the Wirthlin Family 2011 Qualified Personal Residence Trust No. 2 dated March 10, 2011

STATE OF UTAH)
) ss.
COUNTY OF S.L.)

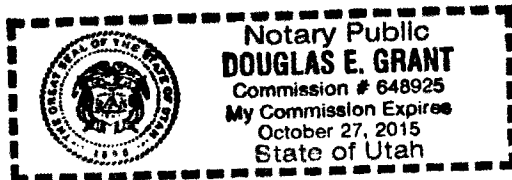
Acknowledged before me on the 3rd day of October, 2014, by RICHARD L. WIRTHLIN,
Trustee of the Wirthlin Family Life Insurance Trust dated May 25, 2007.

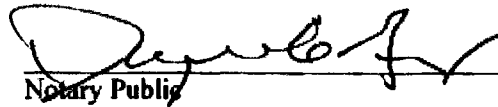



Notary Public

STATE OF UTAH)
) ss.
COUNTY OF S.L.)

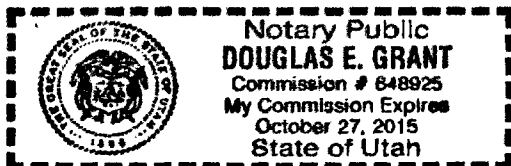
Acknowledged before me on the 3rd day of October, 2014, by RICHARD LE GRAND
WIRTHLIN, Trustee of the Wirthlin Family 2011 Qualified Personal Residence Trust No. 1 dated March
10, 2011.

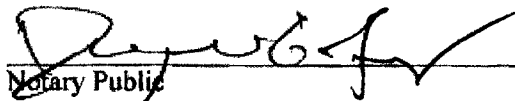



Notary Public

STATE OF UTAH)
) ss.
COUNTY OF S.L.)


Acknowledged before me on the 3rd day of October, 2014, by RICHARD LE GRAND
WIRTHLIN, Trustee of the Wirthlin Family 2011 Qualified Personal Residence Trust No. 2 dated March
10, 2011.




Notary Public

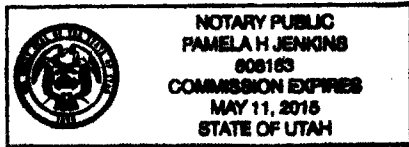
THE SPAFFORDS:


DAVID R. SPAFFORD, co-trustee of the
Susan Bourne Spafford Trust


SUSAN B. SPAFFORD, co-trustee of the
Susan Bourne Spafford Trust

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

Acknowledged before me on the 24th day of September, 2014, by DAVID R. SPAFFORD, co-trustee of the Susan Bourne Spafford Trust.

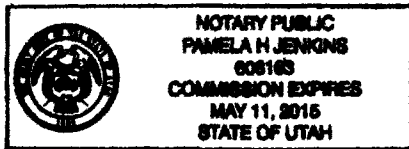


608163
May 11, 2015

Notary Public

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

Acknowledged before me on the 24th day of September, 2014, by SUSAN B. SPAFFORD, co-trustee of the Susan Bourne Spafford Trust.



608163
May 11, 2015

Notary Public

EXHIBIT "A"

(Wirthlin Property)

Two parcels located in Holladay City, Salt Lake County, Utah, particularly described as follows:

Lot 5, Moyle Park Subdivision

Address: 2625 Old Orchard Circle, Holladay, Utah 84121

Reference Purposes Only: Tax Parcel No. 22-15-477-005

Owner:

Richard Le Grand Wirthlin Esq., Trustee of the Wirthlin Family 2011 Qualified Personal Residence Trust No. 1 dated March 10, 2011, as to an undivided 50% interest, and

Richard Le Grand Wirthlin Esq., Trustee of the Wirthlin Family 2011 Qualified Personal Residence Trust No. 2 dated March 10, 2011, as to an undivided 50% interest.

Lot 6, Moyle Park Subdivision

Address: 2628 Old Orchard Circle, Holladay, Utah 84121

Reference Purposes Only: Tax Parcel No. 22-15-477-009

Owner:

Richard L. Wirthlin, Trustee of the Wirthlin Family Life Insurance Trust dated May 25, 2007.

EXHIBIT "B"

(Spafford Property)

Two parcels located in Holladay City, Salt Lake County, Utah, particularly described as follows:

Lot 2, Tanner Estates Subdivision

Address: 2750 E. Creek Crossing Lane, Holladay, Utah 84121

For Reference Purposes Only: Tax Parcel No. 22-14-351-007

Address: 2715 E. 6200 S., Holladay, Utah 84121

For Reference Purposes Only: Tax Parcel No. 22-14-351-101

EXHIBIT "C"

(Depiction of Existing Boundary)

[attached]

SURVEYOR'S CERTIFICATE

I, MICHAEL L. WILSON, COUNTY SURVEYOR, HAVE EXAMINED THE RECORDS OF THE COUNTY OF UTAH AND THE RECORDS OF THE COUNTY OF KANE AND HAVE FOUND THAT THE SUBDIVISION DESCRIBED IN THE ATTACHED PLAT IS ACCORDING TO THE RECORDS OF SAID COUNTIES AND THAT THE SAME IS IN ACCORDANCE WITH THE ACTS OF THE LEGISLATURE OF THE STATE OF UTAH RELATIVE TO THE SUBDIVISION OF LAND. I HAVE ALSO EXAMINED THE ORIGINAL PLAT AND HAVE FOUND THAT THE SAME IS IN ACCORDANCE WITH THE ACTS OF THE LEGISLATURE OF THE STATE OF UTAH RELATIVE TO THE SUBDIVISION OF LAND. I HEREBY CERTIFY THAT THE SUBDIVISION DESCRIBED IN THE ATTACHED PLAT IS ACCORDING TO THE RECORDS OF SAID COUNTIES AND THAT THE SAME IS IN ACCORDANCE WITH THE ACTS OF THE LEGISLATURE OF THE STATE OF UTAH RELATIVE TO THE SUBDIVISION OF LAND.

Michael L. Wilson, P.L.S.
 Date of Plat or Map: June 24, 2014
 P.L.S. #401194-0291



LEGAL DESCRIPTION

THESE PLATS SHOW THE EXPANSION AND AMENDMENT OF THE TANNER ESTATES SUBDIVISION, A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER, SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, CITY OF HOLLADAY, SALT LAKE COUNTY, UTAH.

THE ORIGINAL PLAT OF THE TANNER ESTATES SUBDIVISION, AMENDED NO. 2, WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY SURVEYOR OF SALT LAKE COUNTY, UTAH, ON JUNE 24, 2014. THE ORIGINAL PLAT IS FILED IN THE OFFICE OF THE COUNTY SURVEYOR OF SALT LAKE COUNTY, UTAH, UNDER FILE NO. 2014-001194-0291.

THE ORIGINAL PLAT OF THE TANNER ESTATES SUBDIVISION, AMENDED NO. 2, WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY SURVEYOR OF SALT LAKE COUNTY, UTAH, ON JUNE 24, 2014. THE ORIGINAL PLAT IS FILED IN THE OFFICE OF THE COUNTY SURVEYOR OF SALT LAKE COUNTY, UTAH, UNDER FILE NO. 2014-001194-0291.

OWNER'S DEDICATION

WE, THE UNDERSIGNED CO-OWNERS, HEREBY DEDICATE TO THE PUBLIC THE TRACT OF LAND DESCRIBED IN THIS PLAT AND ANY AND ALL RIGHTS AND INTERESTS IN SAID TRACT OF LAND THAT WE MAY HAVE OR MAY ACQUIRE IN THE FUTURE. WE HEREBY AGREE TO HOLD SAID TRACT OF LAND OPEN TO THE PUBLIC AND TO ALLOW ANY AND ALL PERSONS TO USE SAID TRACT OF LAND FOR ANY AND ALL PURPOSES THAT MAY BE PERMITTED BY THE CITY OF HOLLADAY, SALT LAKE COUNTY, UTAH. WE HEREBY AGREE TO HOLD SAID TRACT OF LAND OPEN TO THE PUBLIC AND TO ALLOW ANY AND ALL PERSONS TO USE SAID TRACT OF LAND FOR ANY AND ALL PURPOSES THAT MAY BE PERMITTED BY THE CITY OF HOLLADAY, SALT LAKE COUNTY, UTAH.

DATE: _____, 2014

ACKNOWLEDGMENT

STATE OF _____ } S.S.
 COUNTY OF _____ }
 I, _____, COUNTY SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT DESCRIBED IN THIS PLAT IS ACCORDING TO THE RECORDS OF SAID COUNTY AND THAT THE SAME IS IN ACCORDANCE WITH THE ACTS OF THE LEGISLATURE OF THE STATE OF UTAH RELATIVE TO THE SUBDIVISION OF LAND.

TANNER ESTATES SUBDIVISION AMENDED NO. 2

THE EXPANSION AND AMENDMENT OF LOT 3 OF THE TANNER ESTATES SUBDIVISION, A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER, SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, CITY OF HOLLADAY, SALT LAKE COUNTY, UTAH.

PROPERTY OWNED & DEVELOPED BY
 THE CHAM COOKING LANE
 HOLLADAY, UT 84075

UTAH LAND SURVEYING, LLC
 A PROFESSIONAL CORPORATION SERVING COMMUNITY

3003 WEST 300 SOUTH
 STACCOE UT 84075
 PHONE 801.725.8395
 FAX 801.800.7775
 www.utahlandsurveying.com

