

When Recorded, Mail To:

Richard P. Dansie
7070 W 13090 S (Herriman Hwy)
Herriman, UT 84096

12905941
12/19/2018 11:56:00 AM \$33.00
Book - 10739 Pg - 7721-7730
ADAM GARDINER
Recorder, Salt Lake County, UT
OLD REPUBLIC TITLE DRAPER/OREM
BY: eCASH, DEPUTY - EF 10 P.

APNs 26-34-300-010-0000
26-34-300-003-0000

(space above this line for Recorder's use only)

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT (this "**Agreement**") is entered into this 18 day of December 2018 (the "**Effective Date**"), by and between Richard P. Dansie and Dixie M. Dansie, Trustees of the Richard P. and Dixie M. Dansie Trust dated April 17, 2009, in their capacity as owners of the West Owner Parcel (as defined below) (collectively, "**West Owner**"), and Richard P. Dansie and Dixie M. Dansie, Trustees of the Richard P. and Dixie M. Dansie Trust dated April 17, 2009, in their capacity as owners of the East Owner Parcel (as defined below) (collectively, "**East Owner**"). West Owner and East Owner are at times referred to herein collectively as the "**Parties**" and individually as "**Party**."

RECITALS

A. West Owner is the owner in fee simple of that certain real property located in Herriman City, County of Salt Lake, State of Utah, more particularly described on Exhibit A, attached hereto and incorporated herein by this reference ("**West Owner Parcel**").

B. East Owner is the owner in fee simple of that certain real property located adjacent to the West Owner Parcel, more particularly described on Exhibit B, attached hereto and incorporated herein by this reference (the "**East Owner Parcel**"). The West Owner Parcel and the East Owner Parcel are at times referred to herein collectively as the "**Existing Parcels**."

C. Without effectuating a subdivision or creating any new tax parcels, the Parties agree to adjust the common boundary lines between the Existing Parcels, as set forth herein.

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, the parties hereto agree as follows:

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

2. **Reconfiguration of the Existing Parcels**. The Parties hereby reconfigure the Existing Parcels to the configuration legally described on Exhibit C, attached hereto and

incorporated herein by this reference (the “**New West Owner Parcel**”), and Exhibit D, attached hereto and incorporated herein by this reference (the “**New East Owner Parcel**”). The New West Owner Property and the New East Owner Property are at times referred to herein as collectively as the “**New Parcels**.”

3. Conveyance of Title.

3.1. West Owner hereby quitclaims to East Owner, for the sum of Ten Dollars and other good and valuable consideration, any of its interest in fee simple title to the New East Owner Parcel.

3.2. East Owner hereby quitclaims to West Owner, for the sum of Ten Dollars and other good and valuable consideration, any of its interest in fee simple title to the New West Owner Parcel.

4. No Subdivision. The Parties hereto acknowledge that the purpose of this Agreement is to adjust the common boundary lines between the Existing Parcels and not to undertake a subdivision or the creation of additional tax parcels. Further, the Existing Parcels collectively and the New Parcels collectively cover the same area.

5. Condition of the New Parcels. The Parties each accept their respective New Parcel and all aspects thereof in “AS IS,” “WHERE IS” condition, without warranties, either express or implied, “WITH ALL FAULTS,” including but not limited to both latent and patent defects.

6. Government Approvals. In the event any governmental or municipal approval is required or necessary to effectuate the intent of this Agreement, such as the preparation, filing and approval of a Lot Line Adjustment or a Plat Amendment, the Parties agree to reasonably cooperate to obtain such approval, including signing any necessary or required applications or instruments. The Parties agree to bear such costs relating to such approvals evenly.

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

8. Governing Law. This Agreement and all matters relating hereto shall be governed by, construed and interpreted in accordance with the laws of the State of Utah.

9. Attorneys’ Fees. In the event it becomes necessary for either party hereto to employ the services of an attorney to enforce this Agreement or any provision hereof, whether by suit or otherwise, the non-prevailing party of such controversy shall pay to the prevailing party reasonable attorneys’ fees and, in addition, such costs and expenses as are incurred in enforcing this Agreement, including fees and costs incurred upon appeal or in bankruptcy court.

10. 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.

11. Knowledge, Review and Interpretation. West Owner and East Owner each acknowledges, declares and agrees that: (i) it has consulted legal counsel about this Agreement, or has had the opportunity to do so and has elected not to do so; (ii) it has had adequate time and opportunity to review the terms of this Agreement and has carefully read it; (iii) it is a sophisticated party that has negotiated this Agreement at arm's length, and accordingly, expressly waives 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) it intends 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 the intent of the parties as outlined herein.

[signatures and acknowledgments to follow]

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

West Owner:

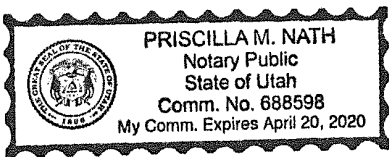
RICHARD P. DANSIE AND DIXIE M. DANSIE, TRUSTEES OF THE RICHARD P. AND DIXIE M. DANSIE TRUST DATED APRIL 17, 2009

By: Richard P. Dansie
Richard P. Dansie, Trustee

By: Dixie M. Dansie
Dixie M. Dansie, Trustee

STATE OF UTAH)
)
) :SS
COUNTY OF SALT LAKE)

On this 12 day of December, 2018, before me Priscilla M. Nath, a notary public, personally appeared RICHARD P. DANSIE and DIXIE M. DANSIE proved on the basis of satisfactory evidence to be the persons whose names are subscribed to in this document, and acknowledged they executed the same as Trustees of said THE RICHARD P. AND DIXIE M. DANSIE TRUST DATED APRIL 17, 2009.



Priscilla M. Nath
NOTARY PUBLIC

[signatures and acknowledgments to follow]

EAST OWNER:

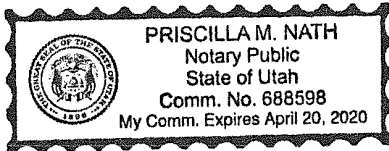
RICHARD P. DANSIE AND DIXIE M. DANSIE, TRUSTEES OF THE RICHARD P. AND DIXIE M. DANSIE TRUST DATED APRIL 17, 2009

By: *Richard P. Dansie*
Richard P. Dansie, Trustee

By: *Dixie M. Dansie*
Dixie M. Dansie, Trustee

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 12 day of December, 2018, before me *Priscilla M. Nath*, a notary public, personally appeared RICHARD P. DANSIE and DIXIE M. DANSIE proved on the basis of satisfactory evidence to be the persons whose names are subscribed to in this document, and acknowledged they executed the same as Trustees of said THE RICHARD P. AND DIXIE M. DANSIE TRUST DATED APRIL 17, 2009.



Priscilla M. Nath
NOTARY PUBLIC

[end of signatures and acknowledgments]

Exhibit A

(Legal Description of the West Owner Parcel)

A portion of the SW1/4 of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Herriman, Utah, more particularly described as follows:

Beginning at a point on the centerline of Herriman Highway, located N89°53'28"W along the Section line 1,625.84 feet and North 784.71 feet from the South ¼ Corner of Section 34, T3S, R2W, SLB&M; thence S75°27'04"W along said centerline 465.01 feet; thence N42°51'00"W 163.04 feet; thence N33°11'00"W 311.35 feet; thence N00°14'55"W 131.10 feet; thence N85°32'20"E 546.60 feet; thence S81°06'30"E 187.50 feet; thence S00°14'55"E 407.93 feet to the point of beginning.

LESS AND EXCEPT any portion of Herriman Highway (Highway U-111) and any public roadways previously conveyed.

SAID PARCEL 4 ALSO DESCRIBED OF RECORD AS FOLLOWS:

Commencing on the centerline of County Road No. U-111 at a point which is North 665.93 feet and East 578.11 feet from the Southwest corner of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, and running thence along the centerline of an irrigation ditch, two courses, as follows: North 42°51' West 163.06 feet; thence North 33°11' West 311.35 feet; thence North 0°14'55" West 131.10 feet; thence North 85°32'20" East 546.60 feet; thence South 81°06'30" East 187.50 feet; thence South 0°14'55" East 407.94 feet to the centerline of said County Road; thence along said centerline South 75°27' West 465.00 feet to the point of commencement.

LESS AND EXCEPT ANY PORTION WITHIN THE BOUNDS OF a right of way for County Road U-111 along the above described Southerly property line previously conveyed.

(Note: known as Tax Parcel No. 26-34-300-003-0000, also known by the street address of: 7070 West Herriman Highway (13090 South), Herriman, UT 84096)

Exhibit B

(Legal Description of the East Owner Parcel)

A portion of the SW1/4 of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Herriman, Utah, more particularly described as follows:

Beginning at a point on the centerline of Herriman Highway, located N89°53'28"W along the Section line 1,388.70 feet and North 846.71 feet from the South ¼ Corner of Section 34, T3S, R2W, SLB&M; thence S75°27'04"W along said centerline 245.00 feet; thence N00°14'55"W 407.93 feet; thence S81°06'30"E 240.46 feet; thence S00°14'55"E 309.22 feet to the point of beginning.

LESS AND EXCEPT any portion of Herriman Highway (Highway U-111) and any public roadways previously conveyed.

SAID PARCEL 3 ALSO DESCRIBED OF RECORD AS FOLLOWS:

COMMENCING ON THE CENTERLINE OF COUNTY ROAD NO. U-111 AT POINT WHICH IS NORTH 665.93 FEET AND EAST 578.11 FEET AND THENCE ALONG SAID CENTERLINE NORTH 75°27' EAST 465.00 FEET FROM THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG SAID CENTERLINE NORTH 75°27' EAST 245.00 FEET; THENCE NORTH 0°14'55" WEST 309.22 FEET; THENCE NORTH 81°06'30" WEST 240.46 FEET; THENCE SOUTH 0°14'55" EAST 407.94 FEET TO THE CENTERLINE OF SAID COUNTY ROAD TO THE POINT OF BEGINNING.

LESS AND EXCEPT any portion of Herriman Highway (Highway U-111) and any public roadways previously conveyed.

(Note: known as Tax Parcel No. 26-34-300-010-0000, also known by the street address of: 7006 West Herriman Highway, Herriman, UT 84096)

Exhibit C

(Legal Description of the New West Owner Parcel)

A portion of the SW1/4 of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, located in Herriman, Utah, more particularly described as follows:

Beginning at a point on the centerline of Herriman Highway (Highway U-111), located N89°53'28"W along the Section line 1,735.03 feet and North 756.16 feet from the South 1/4 Corner of Section 34, T3S, R2W, SLB&M; thence S75°27'04"W along said centerline 352.20 feet; thence N42°51'00"W 163.04 feet; thence N33°11'00"W 311.35 feet; thence N00°14'55"W 131.10 feet; thence N85°32'20"E 266.65 feet; thence along the arc of a curve to the right with a radius of 233.50 feet a distance of 58.01 feet through a central angle of 14°14'07" Chord: S87°20'35"E 57.86 feet; thence S80°13'32"E 249.70 feet; thence S09°46'30"W 118.34 feet; thence S14°33'00"E 291.12 feet to the point of beginning.

LESS AND EXCEPT any portion of Herriman Highway (Highway U-111) and any public roadways previously conveyed.

Contains: 5.46 acres+/-

Exhibit D

(Legal Description of the New East Owner Parcel)

A portion of the SW1/4 of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, located in Herriman, Utah, more particularly described as follows:

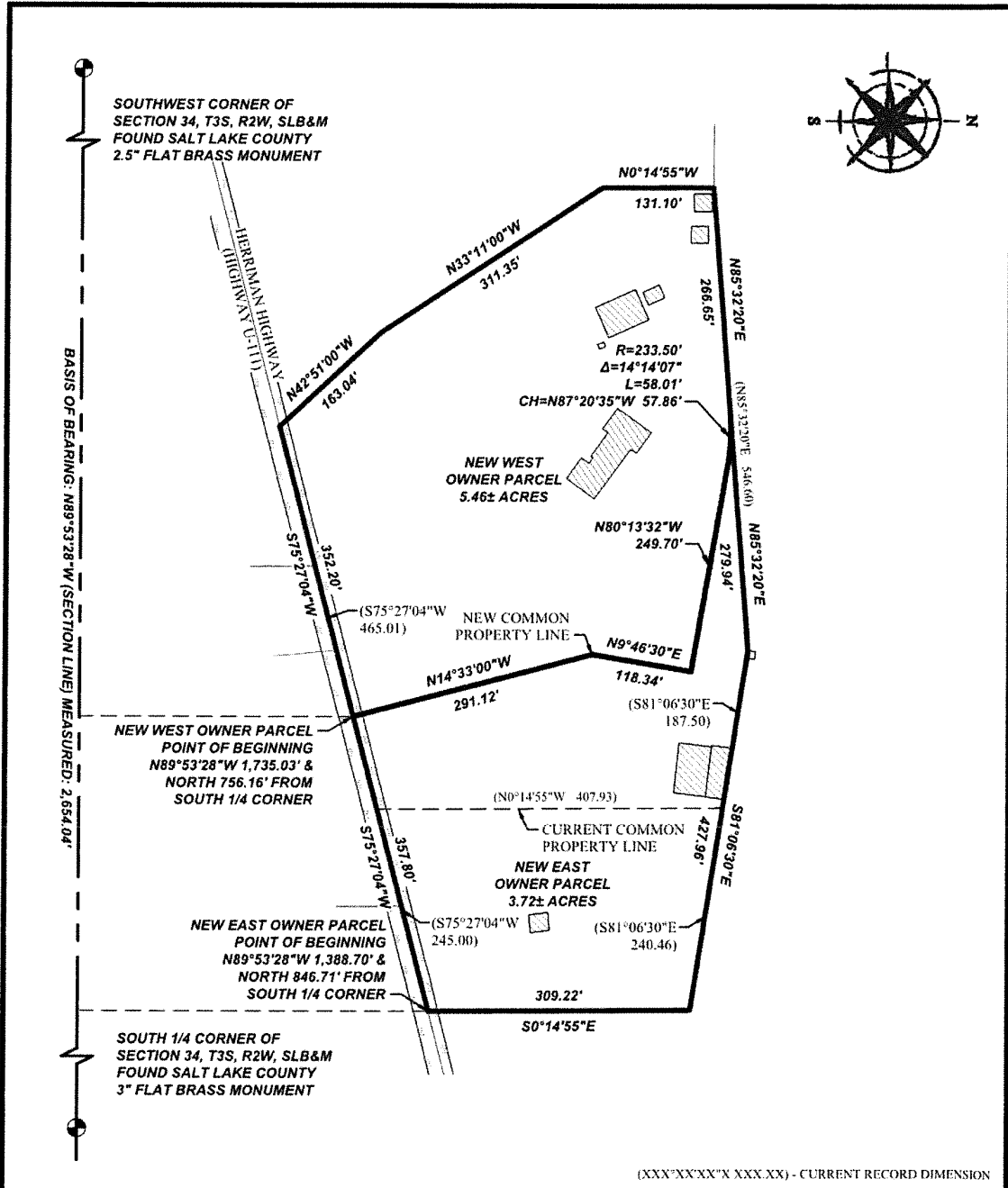
Beginning at a point on the centerline of Herriman Highway (Highway U-111), located N89°53'28"W along the Section line 1,388.70 feet and North 846.71 feet from the South 1/4 Corner of Section 34, T3S, R2W, SLB&M; thence S75°27'04"W along said centerline 357.80 feet; thence N14°33'00"W 291.12 feet; thence N09°46'30"E 118.34 feet; thence N80°13'32"W 249.70 feet; thence along the arc of a curve to the left with a radius of 233.50 feet a distance of 58.01 feet through a central angle of 14°14'07" Chord: N87°20'35"W 57.86 feet; thence N85°32'20"E 279.94 feet; thence S81°06'30"E 427.96 feet; thence S00°14'55"E 309.22 feet to the point of beginning.

LESS AND EXCEPT any portion of Herriman Highway (Highway U-111) and any public roadways previously conveyed.

Contains: 3.72 acres+/-

Illustration to Exhibits

(Depiction of Exhibits A-D)



FOCUS
ENGINEERING AND SURVEYING, LLC
32 WEST CENTER STREET
MIDVALE, UTAH 84047 PH: (801) 552-0075
www.focusutah.com

**DANSIE PROPERTY
BOUNDARY LINE AGREEMENT**

Date of issue	11/30/18
Scale	N.T.S.
Drawing	BUD
Job #	17-294
Sheet	01