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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
IVORY DEVELOPMENT
978 E WOODOAK LN
SLC UT 84117
BY: LDT, DEPUTY - WI 7 P.

When Recorded, Mail To:

(Space above for Recorder's Use Only)

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT is made and entered into this ____ day of April, 2013, by and between Orlando T. Barrowes and Deeann E. Barrowes, ("Barrowes"), and Ivory Development, LLC ("Ivory"). Barrowes and Ivory are sometimes referred to herein collectively as the "Parties," and individually as a "Party."

RECITALS:

A. Orlando T. Barrowes and Deeann E. Barrowes are currently the owner in fee title of that certain property located in Salt Lake County, State of Utah (the "Barrowes Property"). The Barrowes Property is more particularly described on Exhibit A, attached hereto and incorporated herein.

B. Ivory Development, LLC is the owner in fee title of that certain property located adjacent to, and in part, directly North of, the Barrowes Property (the "Ivory Property"). The Ivory 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.** Barrowes and Ivory 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 North boundary of the Barrowes Property and South boundary of Ivory Property, and the properties shall be modified to include the common boundary line.

2. **Quitclaim by Barrowes and Ivory.** 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 outside the agreed boundary line that had been the subject of the boundary dispute that led to the boundary line agreement."

3. **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 Barrowes and Ivory, 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 Barrowes Property or the Ivory Property, or any portion of either, or any change of use, demolition, reconstruction, expansion or other circumstances.

4. **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 Salt Lake County, Utah.

5. **Representation/Authority of Signators.** The individuals who execute this Agreement on behalf of Barrowes and Ivory represent and warrant that he/she are duly authorized to execute this Agreement on behalf of Barrowes and Ivory, respectively, that Barrowes is the owner of the Barrowes Property and that Ivory is the owner of the Ivory 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 Barrowes and Ivory, respectively, to the provisions of this Agreement, and that this Agreement is binding on Barrowes and the Barrowes Property and Ivory and the Ivory Property respectively.

6. **Recording.** This Agreement shall be recorded with the Recorder's office of Salt Lake County by Ivory.

7. **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.

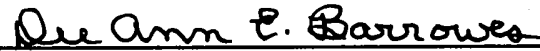
8. **Knowledge, Review and Interpretation.** The Parties, and each of them, acknowledge, declare, and agree, that: (i) they have consulted legal counsel about this Agreement, or have had the opportunity to do so and have voluntarily chosen not to do so; (ii) they have had adequate time and opportunity 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]

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

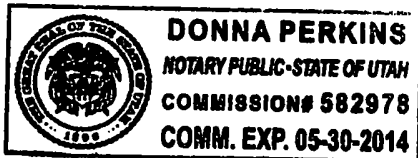
Barrowes:

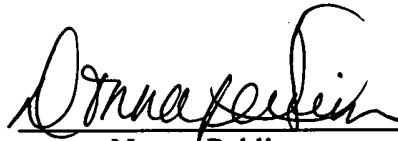

Orlando T. Barrowes


Deeann E. Barrowes

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

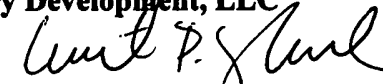
On the 16 day of April, 2013 personally appeared before me Orlando T. Barrowes and Deeann E. Barrowes, signers of the foregoing instrument, who duly acknowledged to me that she executed the same.




Notary Public

Ivory:

Ivory Development, LLC

By: 
Name (Print): CHRISTOPHER P. GAMVROULAS
Its: PRESIDENT

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the 4 day of April, 2013 personally appeared before me Chris Gamvroulas, who being by me duly sworn did say that (s)he is the President of Ivory Development, a limited liability company, and that the within and foregoing instrument was duly authorized by the limited liability company at a lawful meeting held by authority of its operating agreement; and duly acknowledged to me that said limited liability company executed the same.




Notary Public

Exhibit A

(Legal Description of Barrowes Property)

Lot 6, Kimberley Park Subdivision, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder.

Parcel No.: 22-17-476-013

Exhibit B

(Legal Description of Ivory Property)

Beginning at a point that is on the West right of way line of 1300 East Street, said point being South 89°00'00" West 7.00 feet from the Southeast corner of Lot 22 of Kimberley Park Subdivision as recorded in the official records of the Salt Lake County Recorder's Office, said point also being South 00°29'00" West 931.00 feet along the centerline of 1300 East Street and South 89°00'00" West 40.01 feet from the found witness corner located North 89°56'31" West 343.84 feet from the East quarter corner of Section 17, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 00°29'00" West along the West line of 1300 East Street, 260.00 feet; thence South 89°00'00" West along an existing fence line and the Kimberley Park Subdivision boundary, 243.00 feet; thence North 00°29'00" East, continuing on said subdivision boundary, 260.00 feet; thence North 89°00'00" East, continuing on said subdivision boundary 243.00 feet to the West right of way line of 1300 East Street and the point of beginning.

Parcel No.: 22-17-429-019 and 22-17-429-020

Exhibit C

(Legal Description of New Boundary Line)

Beginning on an existing chain link fence at the northeast corner of Lot 6, Kimberley Park Subdivision as recorded in the official records of the Salt Lake County Recorder's Office, said point being North 89°56'31" West 343.83 feet to a found witness corner to the East Quarter Corner of Section 17, Township 2 South, Range 1 East, Salt Lake Base and Meridian and South 00°29'00" West 931.00 feet along the centerline of 1300 East Street and South 89°00'00" West 33.01 feet to the southeast corner of Lot 22 of said Kimberley Park Subdivision and South 89°00'00" West 7.00 feet to the west right of way line of 1300 East Street and South 00°29'00" West along said right of way line 260.00 feet and South 89°00'00" West 143.00 feet from the East Quarter Corner of Section 17, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 89°00'00" West along an existing fence line 100.00 feet.