

WHEN RECORDED, RETURN TO:

Swims 9
2083 Equestrian Way
Park City, Ut 84060

Attention:

01193733 B: 2753 P: 0584

Page 1 of 13

Rhonda Francis Summit County Recorder

08/16/2022 12:10:02 PM Fee \$40.00

By SUMMIT ESCROW & TITLE

Electronically Recorded

Please mail tax notice to Grantee
at the address listed below

Tax Serial No. _____

Space above for County Recorder's Use

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT ("Agreement") is entered into to be effective as of Aug 11, 2022, by Soaring Wings Properties LLC, a Utah limited liability company ("Soaring Wings"), whose address is 1580 Old Ranch Road, Park City, Utah, and The Carl J. Workman Family Living Trust, dated July 12, 2006, ("Workman"), whose address is 715 West 770 South, Woods Cross, Utah 84087. Soaring Wings and Workman are sometimes referred to singularly as a "Party" and collectively as the "Parties" with respect to the following:

1. Soaring Wings owns that certain real property ("Soaring Wings Parcel") located in Summit County, Utah, more particularly identified as Tax Parcel No. PP-102-F. The legal description of the Soaring Wings Parcel is set forth on the attached **Exhibit A**.

2. Workman owns that certain real property ("Workman Parcel") located in Sevier County, Utah, more particularly identified as Tax Parcel No. PP-104. The legal description of the Workman Parcel is set forth on the attached **Exhibit B**.

3. The Soaring Wings Parcel and the Workman Parcel are contiguous.

4. The Parties are entering into this Agreement to establish a mutually agreed upon boundary line and to adjust the boundary line between the Soaring Wings Parcel and the Workman Parcel in accordance with the terms of this Agreement. The legal description of the agreed upon boundary line ("Agreed upon Boundary Line") is set forth on the attached **Exhibit C**. The legal description of the Soaring Wings Parcel after the Adjusted Boundary Line becomes effective is set forth on the attached **Exhibit D** ("Adjusted Soaring Wings Parcel"). The legal description of the Workman Parcel after the Adjusted Boundary Line becomes effective is set forth on the attached **Exhibit E** ("Adjusted Workman Parcel"). The Soaring Wings Parcel, the Adjusted Soaring Wings Parcel, the Workman Parcel and the Adjusted Workman Parcel are sometimes referred to singularly as a "Parcel" and collectively as the "Parcels."

5. As of the date of this Agreement, neither the Soaring Wings Parcel nor the Workman Parcel is a platted lot.

6. In conjunction with the preparation of this Agreement, and pursuant to Section 17-23-17 of the Utah Code, a survey ("Survey") was prepared that shows the location of the Soaring Wings Parcel, the Workman Parcel, the Adjusted Boundary Line, the Adjusted Soaring Wings Parcel and the Adjusted Workman Parcel, which Survey was prepared by Ferrari Surveying, LLC, and which Survey was filed with the Summit County on _____, 2022, as Survey No. _____.

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

(a) **Accuracy of Recitals.** The recitals set forth above are true, correct and complete in all material respects.

(b) **Adjusted Boundary Line.** Pursuant to Section 57-1-45 and 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 Soaring Wings Parcel and the Workman Parcel is adjusted to be the Adjusted Boundary Line. As the result of such adjustment to the Adjusted Boundary Line, the legal description of the Soaring Wings Parcel is hereby adjusted to be the legal description of the Adjusted Soaring Wings Parcel, and the legal description of the Workman Parcel is hereby adjusted to be the legal description of the Adjusted Workman Parcel. To conform the legal descriptions of the Soaring Wings Parcel and the Workman Parcel to the Adjusted Boundary Line, (a) Soaring Wings hereby quitclaims to Workman any and all of Soaring Wings' right, title and interest in and to the Adjusted Workman Parcel, and (b) Workman hereby quitclaims to Soaring Wings any and all of Workman's right, title and interest in and to the Adjusted Soaring Wings Parcel.

(c) **Duration; Rights Run With the Land; Binding Effect.** This Agreement and the Adjusted Boundary Line established hereby will be perpetual. Each of the agreements and rights contained in this Agreement will (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 will be an intended beneficiary (whether third party or otherwise) of the rights and agreements granted hereunder; (ii) will run with the land; and (iii) will remain in full force and effect and will be unaffected by any change in the ownership of, or any encumbrance, lien, judgment, easement, lease or other right affecting, the Adjusted Soaring Wings Parcel or the Adjusted Workman Parcel, or any portion thereof, or any change of use, demolition, reconstruction, expansion or other circumstances.

(d) **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.

(e) **Further Action.** The Parties will 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.

(f) **Applicable Law.** This Agreement will be construed in accordance with and governed by the laws of the State of Utah.

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

(h) **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 will be deemed severable from the remainder of this Agreement and will in no way affect any other condition, covenant or other provision herein contained. If such condition, covenant or other provisions will be deemed invalid due to its scope or breadth, such condition, covenant or other provision will be deemed valid to the extent of the scope and breadth permitted by law.

(i) **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 will 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.

(j) **Counterparts.** This Agreement may be executed and acknowledged in any number of counterparts, each of which, when executed, acknowledged and delivered, will be deemed an original, but all of which will together constitute one and the same instrument.

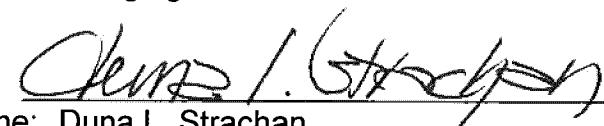
IN WITNESS WHEREOF, this Boundary Line Agreement is executed to be effective as of the day and year first above written.

SOARING WINGS PROPERTIES LLC,
a Utah limited liability company

By: 

Name: Bruce W. King

Title: Managing Member

By: 

Name: Duna L. Strachan

Title: Managing Member

The Carl J. Workman Family Living Trust
Dated July 12, 2006


Carl Blair Workman

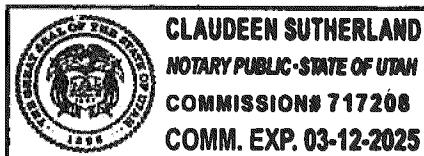
Successor Co-Trustee


Diana Carla Workman Bartlett

Successor Co-Trustee

STATE OF UTAH)
: ss.
COUNTY OF Summit)

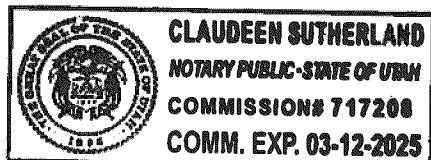
The foregoing instrument was acknowledged before me this 11th day of August, 2022, by Bruce W. King and Duna L. Strachan, as Managing Members of Soaring Wings Properties LLC, a Utah limited liability company.




Claudene Sutherland
NOTARY PUBLIC

STATE OF UTAH)
: ss.
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 10th day of
August, 2022, by Carl Blair Workman and Diana Carla Workman Bartlett,
Successor Co-Trustees of the Carl J. Workman Family Living Trust, dated July 12, 2006.



Claudene Sutherland
NOTARY PUBLIC

EXHIBIT A
TO
BOUNDARY LINE AGREEMENT

LEGAL DESCRIPTION OF THE SOARING WINGS PARCEL

The Soaring Wings Parcel is located in Summit County, Utah and is more particularly described as:

PP-102-F

COMMENCING AT THE INTERSECTION OF A FENCE LINE AND EAST LINE OF STATE HIGHWAY 248 RUNNING THROUGH SNYDERVILLE, SAID POINT BEING SOUTH 1557.39 FEET AND , RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°30'00"EAST 1473.90 FEET FROM THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 1 SOUTH EAST 416.60 FEET TO A POINT ON A FENCE; THENCE SOUTH 201.07 FEET; THENCE SOUTH 89°30'00" WEST 416.60 FEET TO THE EAST LINE OF STATE HIGHWAY 248; THENCE NORTH ALONG SAID EAST LINE 201.07 FEET TO POINT OF BEGINNING.

ALSO:

A STRIP OF PROPERTY EXCLUDED FROM A PARCEL FORMERLY OWNED BY ALBERT L. SORENSEN, BETWEEN THE SOUTH BOUNDARY LINE OF SAID PARCEL AND A FENCE LINE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT INTERSECTION OF A FENCE LINE AND EAST LINE OF STATE HIGHWAY 248 RUNNING THROUGH SNYDERVILLE, SAID POINT BEING SOUHT 1557.39 FEET AND EAST 1473.90 FEET FROM THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH ALONG SAID FENCE LINE AND EAST LINE 11.69 FEET TO A FENCE CORNER; THENCE SOUTH 89°28'00" EAST ALONG A FENCE LINE 407.52 FEET; THENCE SOUTH 06°45'20" WEST 4.37 FEET; THENCE SOUTH 89°30'00" WEST 407.00 FEET TO POINT OF BEGINNING.

ALSO:

COMMENCING AT A POINT SOUTH 1557.39 FEET AND EAST 1473.90 FEET AND NORTH 89°30'00" EAST 407.00 FEET FROM THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°30'00" EAST 9.60 FEET TO A FENCE LINE; THENCE NORTH 06°45'20" EAST ALONG SAID FENCE LINE 4.20 FEET TO A FENCE CORNER; THENCE NORTH 89°28'00" WEST 9.58 FEET ALONG A FENCE LINE; THENCE SOUTH 06°45'20" WEST 4.37 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING FROM THE ABOVE-DESCRIBED PARCELS ANY PORTION AS CONVEYED BY QUIT CLAIM DEED TO ALBERT L. SORENSEN, RECORDED DECEMBER 3, 1991, AS ENTRY NO. 350882, IN BOOK 636, AT PAGE 289, AND ALSO EXCEPTING ANY PORTION CONVEYED BY WARRANTY DEED TO THE UTAH DEPARTMENT OF TRANSPORTATION, RECORDED MAY 22, 1992, AS ENTRY NO.359431, IN BOOK 664, AT PAGE 43, IN THE SUMMIT COUNTY RECORDER'S OFFICE.

EXHIBIT B
TO
BOUNDARY LINE AGREEMENT

LEGAL DESCRIPTION OF THE WORKMAN PARCEL

The Workman Parcel is located in Summit County, Utah and is more particularly described as:

Parcel PP-104

BEGINNING AT A FENCE CORNER LOCATED SOUTH 1269.54 FEET ALONG THE SECTION LINE AND EAST 1473.81 FEET FROM THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE SOUTH LINE OF OLD RANCH ROAD AND ON THE EAST LINE OF STATE ROAD U-224; AND RUNNING THENCE ALONG THE A FENCE LINE SOUTH $89^{\circ}54'44''$ EAST 96.44 FEET; THENCE ALONG THE EXTERIOR WALL OF AN EXISTING GARAGE SOUTH $88^{\circ}16'10''$ EAST 18.31 FEET; THENCE NORTH $77^{\circ}49'29''$ EAST 2.32 FEET; THENCE ALONG THE EXTERIOR WALL OF AN EXISTING SHED SOUTH $88^{\circ}29'43''$ EAST 55.77 FEET; THENCE ALONG THE EXTERIOR WALL OF AN EXISTING SHED SOUTH $00^{\circ}07'55''$ WEST 5.62 FEET; THENCE ALONG AN EXISTING GATE SOUTH $86^{\circ}57'20''$ EAST 11.77 FEET; THENCE ALONG THE EXTERIOR WALL OF AN EXISTING BARN SOUTH $86^{\circ}47'46''$ EAST 22.43 FEET; THENCE ALONG A FENCE LINE SOUTH $89^{\circ}37'32''$ EAST 232.44 FEET; THENCE ALONG A FENCE LINE SOUTH $79^{\circ}06'36''$ EAST 8.09 FEET; THENCE ALONG A FENCE LINE SOUTH $06^{\circ}53'18''$ WEST 249.17 FEET; THENCE ALONG A FENCE LINE NORTH $89^{\circ}00'35''$ WEST 227.31 FEET; THENCE ALONG A FENCE LINE NORTH $89^{\circ}59'17''$ WEST 187.73 FEET; THENCE ALONG A FENCE LINE NORTH $00^{\circ}32'26''$ WEST 254.85 FEET TO THE POINT OF BEGINNING.

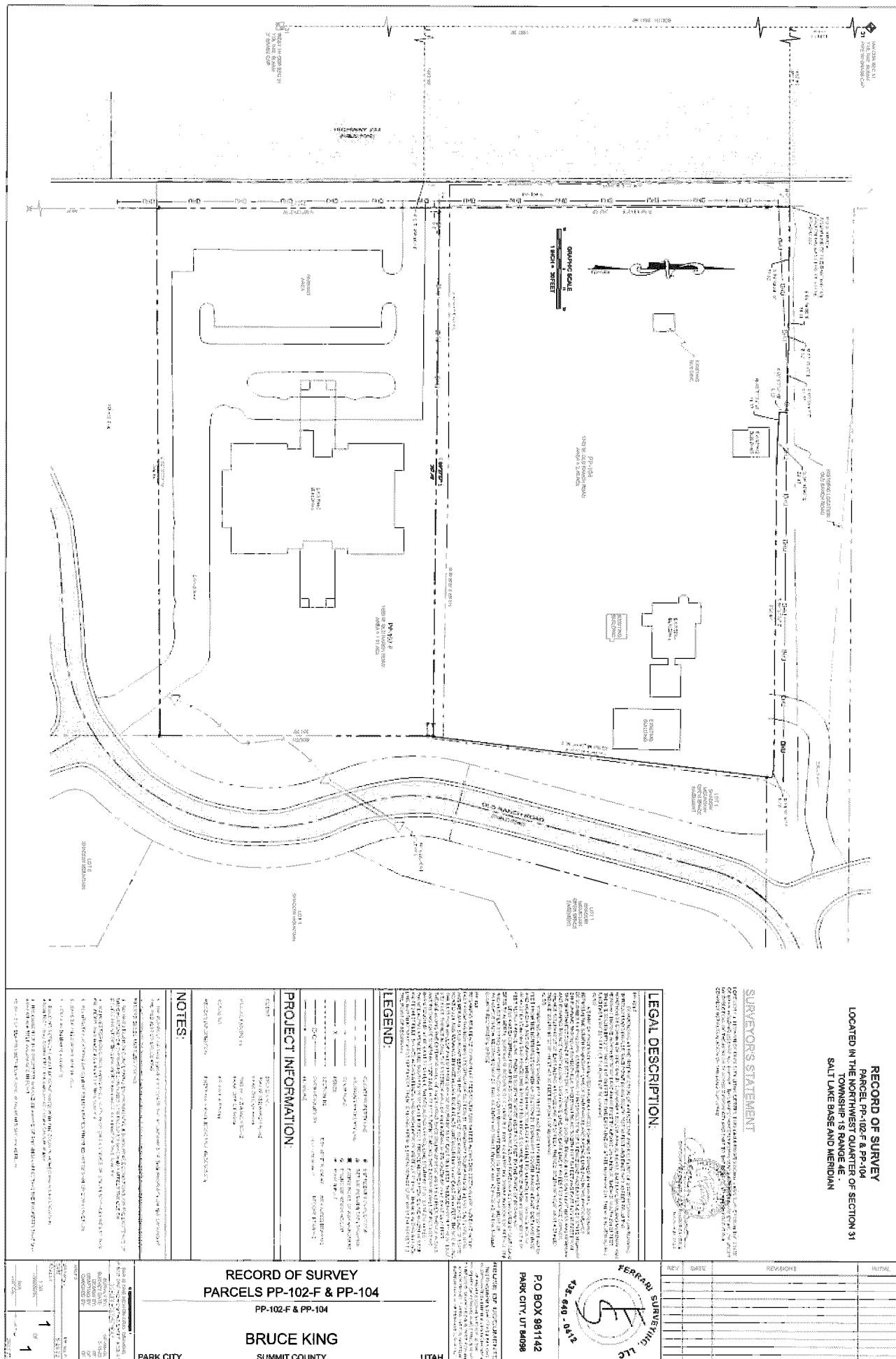


EXHIBIT C
TO
BOUNDARY LINE AGREEMENT

LEGAL DESCRIPTION OF THE ADJUSTED BOUNDARY LINE

The Adjusted Boundary Line is located in Summit County, Utah and is more particularly described as:

BEGINNING AT A POINT LOCATED SOUTH 1283.06 FEET ALONG THE SECTION LINE AND EAST 1492.45 FEET FROM THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE SOUTH LINE OF OLD RANCH ROAD (ABANDONED) AND ON THE EAST LINE OF STATE ROAD U-224 AND SOUTH $00^{\circ}13'42''$ EAST 232.90 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH $89^{\circ}27'57''$ WEST 401.17 FEET TO A POINT ON THE EAST LINE OF PARCEL PP-104, SAID POINT ALSO BEING THE POINT OF TERMINUS.

EXHIBIT D
TO
BOUNDARY LINE AGREEMENT

LEGAL DESCRIPTION OF THE ADJUSTED SOARING WINGS PARCEL

The Adjusted Soaring Wings Parcel is located in Summit County, Utah and is more particularly described as:

PP-102-F

COMMENCING AT POINT BEING SOUTH 1515.88 FEET AND EAST 1493.38 FEET FROM THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 89°27'57" EAST 401.17 FEET; THENCE SOUTH 06°46'47" WEST 30.18 FEET; THENCE SOUTH 06°29'23" WEST 4.19 FEET; THENCE SOUTH 201.70 FEET; THENCE SOUTH 89°30'00" WEST 396.16 FEET; THENCE NORTH 00°13'45" WEST 243.03 TO THE TRUE POINT OF BEGINNING. CONTAINING 2.18 ACRES±

EXHIBIT E
TO
BOUNDARY LINE AGREEMENT

LEGAL DESCRIPTION OF THE ADJUSTED WORKMAN PARCEL

The Adjusted Workman Parcel is located in Summit County, Utah and is more particularly described as follows:

PP-104

BEGINNING AT A POINT LOCATED SOUTH 1283.06 FEET ALONG THE SECTION LINE AND EAST 1492.45 FEET FROM TH NORTHWEST CORNER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE SOUTH LINE OF OLD RANCH ROAD (ABANDOND) AND ON THE EAST LINE OF STATE ROAD U-224; SOUTH 89°54'44" EAST 77.92 FEET; THENCE SOUTH 88°16'10" EAST 18.31 FEET; THENCE NORTH 77°49'29" EAST 2.32 FEET; THENCE SOUTH 88°29'43" EAST 55.77 FEET; THENCE SOUTH 00°07'55" WEST 5.62 FEET; THENCE SOUTH 86°57'20" EAST 11.77 FEET; THENCE SOUTH 86°47'46" EAST 22.43 FEET; THENCE SOUTH 89°37'32" EAST 232.44 FEET; THENCE SOUTH 79°06'36" EAST 8.09 FEET; THENCE SOUTH 06°46'47" WEST 225.87 FEET; THENCE NORTH 89°27'57" WEST 401.17 FEET; THENCE NORTH 00°13'45" WEST 232.90 FEET TO THE POINT OF BEGINNING. CONTAINING 2.18 ACRES±.

PARCEL LINE ADJUSTMENT

PARCELS PP-102-F & PP-104 LOCATED IN SECTION 31,
TOWNSHIP 1 SOUTH, RANGE 4 EAST, S.L.B.& M.

COUNTY OF SUMMIT
SCALE: 1" = 100'

UTAH
JULY 2022

