

Return to:

Greg Inayd
3018 S. 2300 E.
SLC UT 84109

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT, entered into this 5 day of April 2016, by and between G&M Property Solutions, LLC ("G&M") and Paul D. Maritsas and Marlene M. Maritsas ("Maritsas") hereinafter jointly referred to as the "Parties".

WHEREAS, "G&M" own property described in attached Exhibit "A" and "Maritsas" own the property described in attached Exhibit "B".

WHEREAS, the Parties hereto own adjoining properties and there is a doubt and uncertainty as to the true and correct location of the common boundary line between the said Parties and current descriptions of record.

THEREFORE, it is the desire of each of the said Parties to fix and establish a new boundary line for the boundary along the West side of the property owned by "G&M" and the East side of the property owned by "Maritsas", as delineated and established by a survey prepared by Johanson Land Consultants, dated 2/11/16, under Job No. JLC-16-1162 East 4500 South.

NOW THEREFORE, pursuant to the foregoing stipulations and for value received the receipt of which is acknowledged, it is mutually agreed by, between and among the parties, and each of them, that:

1. The Parties agree that the property line as the same now exists shall constitute the Boundary Line (common boundary and division line) between the parcels of land in the possession of the parties hereto and each of the said parties hereby recognize, acknowledge, and agrees that the other is the legal owner up to new described Survey line of the respective parcel of land in such party's possession and the parties further agree that these stipulations shall apply to and be binding upon them, their heirs, personal representatives and assigns.

2. The Parties, and each of them, hereby acknowledge and agree that the common property Line as described by said Survey between the Parties is the established Boundary Line between the respective properties, and the legal description of said Survey establishing the agreed Property Line of record, located in Salt Lake County, State of Utah, is more particularly described as follows:

Commencing 3.7 chains South and 1289.64 feet West by Deed more or less, from the East Quarter Corner of Section 5, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point of Commencement also being on the Center Monument line of 4500 South Street, being South 89°54'45" East a distance of 586.66 feet, from the existing 4500 South Street Monument;

Thence running (South by Deed) South 00°05'15" West 370 feet to the Ranchfield Subdivision No. 2, File # 1950762, Book "AA", Page 57, recorded on 10-03-1963; to the point of terminus.

(Basis of bearing being South 89°54'45" East a distance of 800.30 feet from the existing 4500 South Centerline Street Monument)

(pt of 22-05-407-007 and 22-05-407-008)

12254657

4/6/2016 12:32:00 PM \$21.00

Book - 10418 Pg - 6653-6658

Gary W. Ott

Recorder, Salt Lake County, UT

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3. The Parties, and each of them, hereby acknowledge and agree that their rights of occupancy in their respective properties heretofore enjoyed should continue except as modified herein.

4. The Parties, and each of them, hereby forever quit claim, relinquish, convey and transfer, one to the other that portion of their respective properties, and only that portion, necessary to establish the Common Property Line between the "G&M" property and the "Maritsas" property according to described Surveyed Property line as mentioned and described herein.

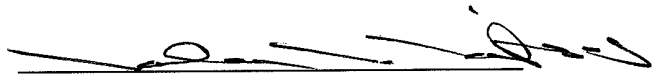
5. The Parties, if necessary, hereby agree to execute any documentation which may be reasonably necessary to effectuate the intent of the Agreement, including but not limited to specific Quit Claim Deeds, regarding their respective grants.

6. In any event any party defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney fees, incurred by the non-defaulting party or parties.

IN WITNESS WHEREOF the Parties, "G&M" and "Maritsas" have affixed their signatures and executed this Boundary Line Agreement this 5 day of April, 2016.



Paul D. Maritsas



Marlene M. Maritsas

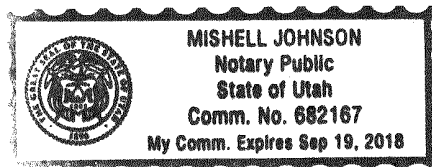
STATE OF UTAH)
 ss:
COUNTY OF Salt Lake)

On this 5, day of April, 2016, personally appeared before me Paul D. Maritsas and Marlene M. Maritsas, the signerS of the within instrument, who duly acknowledged to me that they executed the same.

Witness my hand and official seal.


Notary Public

My commission Expires: Sep 19 2018
Residing in Salt Lake County



G&M Property Solutions, LLC

By: Greg Sneyd
Its: Managing Member

STATE OF UTAH)
:SS
COUNTY OF Salt Lake)

On the 4th day of April, 2016, personally appeared before me Greg Sneyd, who being by me duly sworn, did say, each for himself, that he said Greg Sneyd is a Member of G&M Property Solutions, LLC and that the within and foregoing instrument was signed in behalf of said Limited Liability Company and said Greg Sneyd, duly acknowledged to me that said Limited Liability Company executed the same.

Witness my hand and official seal.

My commission Expires: 4/3/18
Residing in Salt Lake County, Utah.

Krista Maack
Notary Public



EXHIBIT "A"

The land referred to in this exhibit is situated in the county of Salt Lake, State of Utah, and is described as follows:

Commencing 3.7 chains South and 1190.64 feet West from the East Quarter corner of Section 5, Township 2 South, Range 1 East, Salt Lake Base and Meridian, thence West 99 feet, thence South 375 feet, thence East 99 feet, thence North 375 feet to the point of beginning.

(22-05-470-008)

EXHIBIT "B"

The land referred to in this exhibit is situated in the county of Salt Lake, State of Utah, and is described as follows:

Commencing 244.2 feet South and 1289.64 feet West from the Northeast Corner of the Southeast Quarter of Section 5, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence West 70 feet, thence South 370 feet, thence East 70 feet, thence North 370 feet to the point of beginning.

(22-05-470-007)

Addendum to the BOUNDARY LINE AGREEMENT

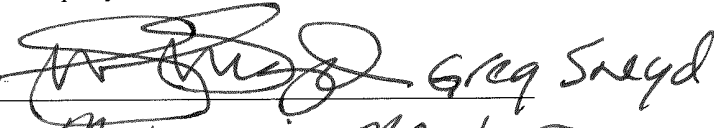
This addendum to the boundary line agreement entered into this 5 day of April, 2016 by and between G&M Property Solutions, LLC ("G&M") and Paul D. Maritsas and Marlene M. Maritsas ("MARITSAS") hereinafter jointly referred to as "Parties"


WHEREAS, G&M own the property described in attached Exhibit "A" of the Boundary Agreement and Maritsas own the property described in attached Exhibit "B" of the Boundary Line Agreement.

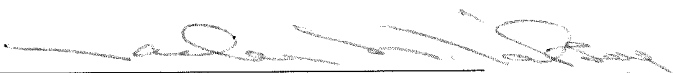
THEREFORE, in consideration for executing the described "Boundary Line Agreement", G&M agrees to remove the tree located between the south side of the Maritsas home and the existing shed on the Maritsas property at the time G&M removes all of the trees along the adjoining property line as described in the Boundary Line Agreement.

IN WITNESS WHEREOF the Parties, G&M and Maritsas have affixed their signatures and executed this ADDENDUM to the Boundary Line Agreement. This 5 day of April, 2016

G&M Property Solutions, LLC

BY: 
Its Managing Member


Paul D. Maritsas


Marlene M. Maritsas