

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Grant & Grant, P.C.  
Attn: Douglas E. Grant  
2579 Sherwood Drive  
Salt Lake City, Utah 84108

13923764 B: 11323 P: 8965 Total Pages: 7  
03/31/2022 04:07 PM By: salvaredo Fees: \$40.00  
BLAGRE - BOUNDARY LINE AGREEMENT  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: GRANT & GRANT  
2579 SHERWOOD DR SALT LAKE CITY, UT 84108



(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 1st day of November, 2018 by and between Dorothy Ann Moyle Palmer and Joseph James Palmer, Jr., Trustees of The Dorothy Ann Palmer Revocable Trust dated July 23, 2015, of Holladay, Salt Lake County, State of UT, with a mailing address of 2633 East 6200 South, Holladay, UT 84121 (hereinafter collectively, the "*Palmers*"), and RICHARD L. WIRTHLIN, manager of the Wirthlin Cabin LLC and by RICHARD L. WIRTHLIN, Trustee of the Wirthlin Family Life Insurance Trust dated May 25, 2007, with a mailing address of 26408 MacMillan Ranch Road, Santa Clarita, California 91387 (hereinafter collectively, "*Wirthlins*"). The Palmers and Wirthlins are referred to herein collectively as the "*Parties*," and individually as a "*Party*."

A. Wirthlin Cabin LLC is owned 100% by the Wirthlin Family Life Insurance Trust dated May 25, 2007. The Wirthlin Cabin LLC 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 Palmers own certain other residential real property located in Holladay City, Salt Lake County, State of Utah, adjacent to the western boundary of the Wirthlin Property (the "*Palmer Property*"), as more particularly described in attached Exhibit B. The Wirthlin Property and the Palmer Property are sometimes collectively referred to herein as the "*Subject Properties*".

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

D. Wirthlins 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 Palmers and Wirthlins 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 Palmer Property (collectively, the "*Encroaching Portions*").

F. By the execution hereof, Wirthlin and the Palmers desire to acknowledge and confirm the Existing Boundary as the boundary between the Wirthlin Property and the Palmer 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 Palmer 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 Palmer Property within the Encroaching Portions, and (b) the Palmers 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 Palmers 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 Palmer Property on the Wirthlin's side of the Boundary Fence.

The Palmers 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 Palmer's 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 CABIN LLC:



Richard L. Wirthlin, Manager

WIRTHLIN FAMILY LIFE INSURANCE TRUST dated May 25, 2007



Richard L. Wirthlin, Trustee

Notary Public

City of Petersburg, Commonwealth of Virginia

The foregoing instrument was acknowledged before me  
this 4th day of January, 2019

by Richard L. Wirthlin, Manager and Trustee of Wirthlin Family Life Insurance Trust  
Notary Public's signature: *Lora A. Jarrett*

Notary Public's print name: Lora A. Jarrett

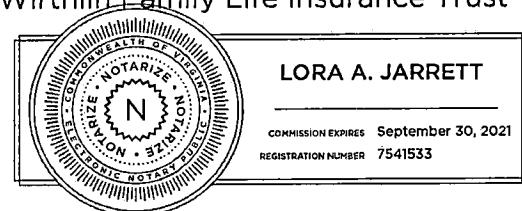
Notary ID # 7541533

Commission expires: 09/30/2021

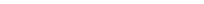
Electronic Notary Public

Notarized online using audio-video communication

Notarized only for Richard L. Wirthlin



## THE PALMERS:



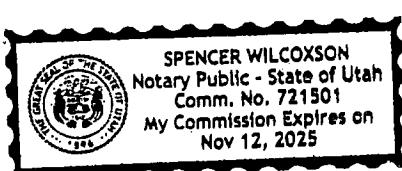
### **Joseph James Palmer, Jr.**

Joseph J. Donahue, Jr.

**Joseph James Palmer, Jr., as  
Attorney-in-Fact for Dorothy Ann  
Moyle Palmer**

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

Acknowledged before me on the 31 day of March, 2022, by Joseph James Palmer, Jr. and Joseph James Palmer, Jr. as Attorney-in-Fact for Dorothy Ann Moyle Palmer, co-trustees of The Dorothy Ann Palmer Revocable Trust dated July 23, 2015.



Spens in  
Notary Public

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***EXHIBIT "A"***

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***(Wirthlin Property)***

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

Lot 6, Moyle Park Subdivision Address: 2628 Old Orchard Circle, Holladay, Utah 84121  
Reference Purposes Only: Tax Parcel No. 22-15-477-009

Owner:

Wirthlin Cabin, LLC which is 100% owned by Richard L. Wirthlin, Trustee of the Wirthlin Family Life Insurance Trust dated May 25, 2007.

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***EXHIBIT "B"***

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***(Palmer Property)***

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

**Lot 7, Moyle Park Subdivision more particularly described as follows**

LOT 7, MOYLE PARK. LESS & EXCEPT BEG AT SW COR OF LOT 7, MOYLE PARK; SD PT BEING N 00<sup>0</sup>15'49" W 40 FT & N 89<sup>0</sup>56' W 474.58 FT & N 32<sup>0</sup>40'16" W ALG W LINE OF SD LOT 7 179.68 FT FR SE COR OF SEC 15, T 2S, R 1E, SLM; N 32<sup>0</sup>40'16" W 25 FT; N11<sup>0</sup>15'40" E 50 FT; S 3<sup>0</sup>02'52" E 70.18 FT TO BEG.

Address: 2633 E. 6200 S., Holladay, Utah 84121

For Reference Purposes Only: Tax Parcel No. 22-15-477-013-0000

**EXHIBIT "C"**

*(Depiction of Existing Boundary)*

