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SECOND CORRECTED BOUNDARY LINE AGREEMENT

Affecting Tax Serial Nos./Parcel Nos: 16-08-157-004 and 16-08-157-005

THIS SECOND CORRECT AGREEMENT (the “*Agreement*”) is entered into this 10th day of April 2023 by and between UDO CLAGES and FRANCOISE CLAGES (collectively the “*Clages*”) of 921 South 800 East, Salt Lake City, Utah 84105 on the one hand and PAULA MALOOF KRUPIN and ERIC KRUPIN (collectively the “*Krupins*”) of 925 South 800 East, Salt Lake City, Utah 84105 on the other hand. The Clages and the Krupins are collectively referred to herein as the “*Parties*” and may be referred to individually as a “*Party*.” It supersedes and replaces the Boundary Line Agreement recorded on June 17, 2022 (instrument number 13971798) and the Corrected Boundary Line Agreement recorded on December 15, 2022 (instrument number 14053112).

Recitals:

A. *Clages Property.* The Clages own real property that is located in Salt Lake County, Utah at 921 South 800 East, Salt Lake City, Utah 84105, which property is described more particularly in Warranty Deed dated April 13, 2017 (instrument number 12516609) as follows (the “*Clages’ Property*”):

BEGINNING AT A POINT 33.44 FEET EAST AND 123.9 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 12, BLOCK 18, FIVE ACRE PLAT “A”, BIG FIELD SURVEY, AND RUNNING THENCE SOUTH 36.5 FEET; THENCE EAST 156.75 FEET; THENCE NORTH 36.5 FEET; THENCE WEST 156.75 FEET TO THE POINT OF BEGINNING, SALT LAKE COUNTY, STATE OF UTAH.

Tax Serial No. 16-08-157-004

B. *Krupins Property.* The Krupins own real property that is located in Salt Lake County, Utah at 925 South 800 East, Salt Lake City, Utah 84105, which property is described

more particularly in a Warranty Deed dated September 9, 2019 (instrument number 13075550) as follows (the "Krupins' Property"):

Commencing 2 rods East and 80 feet North from the Southwest corner of Lot 12, Block 18, Five Acre Plat A, Big Field Survey, and running thence North 47 feet; thence East 9 1/2 rods; thence South 47 feet; thence West 9 1/2 rods to the point of beginning.

Together with a right of way over the following described tract: Commencing 190.19 feet East of the Northwest corner of said Lot 12, and running thence East 16.5 feet; thence South 206.5 feet; thence West 16.5 feet; thence North 206.5 feet to the point of beginning.

For identification purposes only: Tax Parcel No.: 16-08-157-005

The Krupins' Property is also described in a Warranty Deed dated August 1, 2017 (instrument number 12614216) as follows:

COMMENCING AT A POINT 33.44 FEET EAST AND 80 FEET NORTH FROM THE SOUTHWEST CORNER OF LOT 12, BLOCK 18, FIVE ACRE PLAT "A", BIG FIELD SURVEY AND RUNNING THENCE NORTH 46.7 FEET; THENCE EAST 156.75 FEET; THENCE SOUTH 46.7 FEET; THENCE WEST 156.75 FEET TO PLACE OF BEGINNING.

TOGETHER WITH A RIGHT OF WAY OVER THE FOLLOWING DESCRIBED TRACT, COMMENCING AT A POINT 190.19 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 12, AND RUNNING THENCE EAST 16.5 FEET; THENCE SOUTH 206.5 FEET; THENCE WEST 16.5 FEET; THENCE NORTH 206.5 FEET TO THE PLACE OF BEGINNING.

BEING THE SAME PARCEL CONVEYED TO PAULA LOUISE MALOOF AND ERIC T. KRUPIN, WIFE AND HUSBAND AS JOINT TENANTS FROM PAULA LOUISE MALOOF, BY VIRTUE OF A DEED DATED 11/6/2002, RECORDED 11/12/2002, IN DEED BOOK 8682, PAGE 6392, COUNTY OF SALT LAKE, STATE OF UTAH.

EXCLUDING THEREFROM any Water Rights.
16-08-157-005

C. *Boundary and Fence.*

The Clages' Property and the Krupins' Property are adjoining properties separated by a boundary fence that runs east to west, beginning near the east side of the Parties' properties and extending nearly the entire length of the Parties' properties but stopping about 20 to 30 feet before reaching the sidewalk and road on 800 East. This fence and a line extending the 20 or 30 feet to the sideway and road on 800 East is referred to as the "Existing Fence." The legal description of the southern boundary of the Clages' Property and the legal description of the northern boundary of the of the Krupins' Property do not match with that Existing Fence between the two properties.

D. *Intent of Parties.* By entering into this Agreement, the Parties intend and desire to establish a line that is 2.95 feet south of the existing boundary line of record, as evidenced by deeds (the "New Boundary Line"), as the undisputed common boundary line between the Clages' Property and the Krupins' Property and to further recognize and establish that all land north of

the New Boundary Line that currently falls within the legal description set forth in the Krupins' Property is owned by the Clages and, to the extent not owned by the Clages, such land is transferred by the Krupins to the Clages.

Agreement:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Clages and the Krupins hereby agree as follows:

1. *Purchase Price.* As consideration for adjusting the boundary as set forth in this Agreement, the Clages have paid Krupins monetary consideration (\$11,000), and the parties have executed a separate settlement agreement that provides for other consideration and conditions related to the New Boundary Line.
2. *New Boundary Line.* The Clages and the Krupins hereby establish the following line, which is approximately 2.95 feet south of the existing boundary line of record, as evidenced by deeds, as the common boundary between the Clages' Property and the Krupins' Property:

BEGINNING AT A POINT 33.44 FEET NORTH 89°59'00" EAST AND 163.33 FEET SOUTH 0°01'00" EAST OF THE NORTHWEST CORNER OF LOT 12, BLOCK 18, FIVE ACRE PLAT "A", BIG FIELD SURVEY, AND RUNNING THENCE NORTH 89°56'40" EAST 156.75 FEET (BEING SUBJECT LINE OF AGREEMENT) TO A POINT BEING 231.33 FEET SOUTH 0°01'00" EAST AND 192.19 FEET NORTH 89°56'40" EAST TO THE WEST SIDE OF A 16.50 FOOT ALLEY FROM THE STREET MONUMENT AT INTERSECTION 900 SOUTH AND 800 EAST, SALT LAKE CITY, UTAH.

This legal description above of the New Boundary Line is intended to run approximately 1.05 feet north of a prior but now replaced "6' WOOD FENCE" depicted in the Record of Survey attached hereto as **Exhibit A** (identified as S2017-07-0489).

As a result of this new property line, the Krupins do hereby quitclaim to the Clages the property described as follows (this legal description has been amended to correct a minor error):

BEGINNING AT A POINT 33.44 FEET NORTH 89°59'00" EAST AND 163.33 FEET SOUTH 0°01'00" EAST OF THE NORTHWEST CORNER OF LOT 12, BLOCK 18, FIVE ACRE PLAT "A", BIG FIELD SURVEY. POINT ALSO BEING 231.33 FEET SOUTH 0°01'00" EAST AND 35.44 FEET NORTH 89°56'40" EAST FROM THE STREET MONUMENT AT INTERSECTION 900 SOUTH AND 800 EAST, SALT LAKE CITY, UTAH, AND RUNNING THENCE NORTH 0°01'00" WEST 2.93 FEET; THENCE NORTH 89°56'40" EAST 156.75 FEET; THENCE SOUTH 0°01'00" EAST 2.93 FEET; THENCE

SOUTH 89°56'40" WEST 156.75 FEET TO THE POINT OF BEGINNING.
CONTAINS 460 SQFT 0.0106 ACRES.

3. *Revised Property Legal Descriptions.* As a result of the quitclaim in Section 2 of this Agreement, the legal descriptions of the Clages' Property and the Krupins' Property shall be modified to be as follows:

The Clages' Property (this legal description has been amended to correct a minor error):

BEGINNING AT A POINT 33.44 FEET NORTH 89°59'00" EAST AND 163.33 FEET SOUTH 0°01'00" EAST OF THE NORTHWEST CORNER OF LOT 12, BLOCK 18, FIVE ACRE PLAT "A", BIG FIELD SURVEY. POINT ALSO BEING 231.33 FEET SOUTH 0°01'00" EAST AND 35.44 FEET NORTH 89°59'00" EAST FROM THE STREET MONUMENT AT INTERSECTION 900 SOUTH AND 800 EAST, SALT LAKE CITY, UTAH, AND RUNNING THENCE NORTH 89°56'40" EAST 156.75 FEET, BEING 1.07 FOOT NORTH, PARALELL TO A MORE THAN 20 YEAR OLD EXISTING 6 FEET HEIGHT WOOD FENCE ACCORDING WITNESS, THEREFORE ALSO MEETING SALT LAKE CITY'S REQUIRED 10 FOOT OFFSET NORTH SETBACK FROM THE NORTHWEST CORNER OF KRUPINS HOUSE #915; THENCE NORTH 0°01'00" WEST 39.43 FEET; THENCE NORTH 89°56'40" EAST 156.75 FEET; THENCE SOUTH 0°01'00" EAST 39.43 FEET TO THE POINT OF BEGINNING. CONTAINS 0.1419 ACRES

The Krupins' Property (this legal description has been amended to correct a minor error):

BEGINNING AT A POINT 33.44 FEET NORTH 89°59'00" EAST AND 163.33 FEET SOUTH 0°01'00" EAST OF LOT 12, BLOCK 18, FIVE ACRE PLAT "A", BIG FIELD SURVEY. POINT ALSO BEING 231.33 FEET SOUTH 0°01'00" EAST AND 35.44 FEET NORTH 89°56'40" EAST FROM THE STREET MONUMENT AT INTERSECTION 900 SOUTH AND 800 EAST, SALT LAKE CITY, UTAH, AND RUNNING THENCE NORTH 89°56'40" EAST 156.75 FEET, BEING 1.07 FOOT NORTH PARALELL TO A MORE THAN 20 YEAR OLD EXISTING 6 FEET HEIGHT WOOD FENCE ACCORDING WITNESS, THEREFORE ALSO MEETING SALT LAKE CITY'S REQUIRED 10 FOOT NORTH SETBACK FROM THE NORTHWEST CORNER OF KRUPINS HOUSE # 915; THENCE SOUTH 0°01'00" EAST 44.07 FEET; THENCE SOUTH 89°56'40 " WEST 156.75 FEET; THENCE NORTH 0°01'00" WEST 44.07 FEET; TO THE POINT OF BEGINNING. CONTAINS 0.1586 ACRES.

4. *Salt Lake County and Salt Lake City Requirements.* As needed, the Parties shall cooperate in complying with lot line adjustment requirements of Salt Lake County, Utah (the "County") and/or Salt Lake City (the "City") for the boundary line adjustment

described herein, with the Clages to bear any recording costs and fees; planning, engineering, and application fees assessed by the County and/or City and all recording costs; and any survey costs.

5. *Continuing Effect.*

- a. The Krupins represent to the Clages that they own the Krupins' Property free and clear of encumbrances, including any encumbrances related to a bank loan to finance the purchase or ownership of the Krupins' Property. The Clages represent to the Krupins that they own the Clages' Property free and clear of encumbrances, other than encumbrances related to financing of the Clages' Property.
- b. This Agreement: (a) shall burden and benefit the Clages' Property and the Krupin's Property; (b) shall bind every person having any fee, leasehold, or other interest in any portion of the Clages' Property or the Krupins' Property at any time or from time to time; and (c) shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors and assigns, and their respective tenants and subtenants.

6. *File Number of Record of Survey Map.* The file number of the record of the survey map prepared and filed with the Salt Lake County Surveyor related to and supporting this Agreement is S2017-07-0489, a copy of which is attached hereto as **Exhibit A**.

7. *Illustration.* A document illustrating the properties at issue and the purpose of this Agreement is attached at **Exhibit B**.

8. *Execution.* This Agreement may be executed in counterpart originals, and signature pages from one counterpart may be detached and joined with another counterpart for the purpose of forming one original. This instrument shall not be effective until it is executed, acknowledged, and delivered by each of the Clages and the Krupins.

9. *Authorization.* This Agreement is entered into, and shall be entitled to all of the benefits of, Utah Code section 57-1-45 (as now enacted or hereafter amended).

[signatures begin on next page]

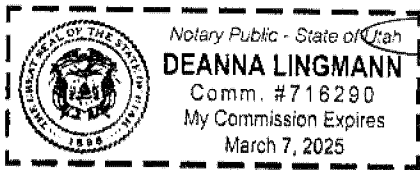
Signatures of the Clages:

DATED this 10 day of April 2023.

UDO CLAGES

STATE OF UTAH)
: SS
COUNTY OF SALT LAKE)

On this 10th day of April 2023, before me, Deanna Lingmann a notary public, personally appeared Udo Clages, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.



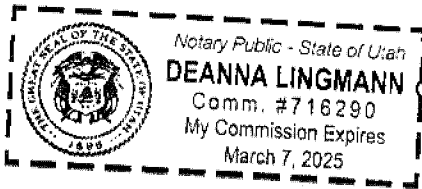
Notary Public

DATED this 10 day of April 2023.

FRANCOISE CLAGES

STATE OF UTAH)
: SS
COUNTY OF SALT LAKE)

On this 10th day of April 2023, before me, Deanna Lingmann a notary public, personally appeared Francoise Clages, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged she executed the same.



[Handwritten signature]
Notary Public

Signatures of the Krupins:

DATED this 21 day of March 2023.

Eric Krupin

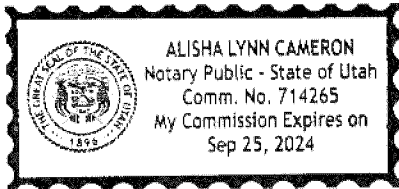
ERIC KRUPIN

STATE OF UTAH)

: ss

COUNTY OF SALT LAKE)

On this 31st day of March 2023, before me, Alisha Lynn Cameron, a notary public, personally appeared Eric Krupin, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.



Alisha Lynn Cameron

Notary Public

DATED this 31st day of March 2023.

Paula Maloof Krupin

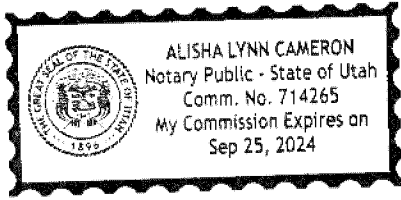
PAULA MALOOF KRUPIN

STATE OF UTAH)

: ss

COUNTY OF SALT LAKE)

On this 31st day of March 2023, before me, Alisha Lynn Cameron, a notary public, personally appeared Paula Maloof Krupin, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged she executed the same.



Alisha Lynn Cameron

Notary Public

Exhibit B

BOUNDARY - LINE AGREEMENT QUITCLAIM DEED

