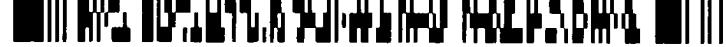


14130616 B: 11432 P: 8503 Total Pages: 8
07/19/2023 11:33 AM By: SC Calderon Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: HANS G EHRBAR
1430 S CHEYENNE STREET SALT LAKE CITY, UT 84104



WHEN RECORDED, RETURN TO:

Hans G Ehrbar
1430 S. Cheyenne Street
Salt Lake City, UT 84104

And

Wasatch Commons Condominium
Homeowners Association
1411 S. Utah Street #29
Salt Lake City, UT 84104

BOUNDARY LINE AGREEMENT

This BOUNDARY LINE AGREEMENT (this "Agreement") is entered into as of this _____ day of _____ 2020, by and among **HANS G. EHRBAR TRUSTEE**, Trustee of the Hans G Ehrbar Trust, Dated August 23, 2006, and **WASATCH COMMONS CONDOMINIUM HOMEOWNERS ASSOCIATION**. Ehrbar and HOA are sometimes referred to herein singularly as a "Party" and collectively as the "Parties," with respect to the following:

RECITALS

A. Ehrbar owns that certain parcel of real property commonly referred to as 1425 S. Utah Street, Salt Lake City, Salt Lake County, Utah (the "Ehrbar Parcel"). The Ehrbar Parcel is identified in the official records of the Salt Lake County Recorder as Tax Parcel No.: 15-15-202-017. In January 2018, this parcel was merged with a plot of empty land directly east of 15-15-202-017, whose parcel number was, prior to the merger, 15-15-202-051, which is also owned by Ehrbar. The consolidated parcel has a tax ID number of 15-15-202-062.

B. HOA owns that certain parcel of real property (located to the north of the Ehrbar Parcel) commonly referred to as 1411 S. Utah Street, Salt Lake City, Salt Lake County, Utah (the "HOA Parcel"). The HOA Parcel is identified in the official records of the Salt Lake County Recorder as Tax Parcel No.: 15-15-204-027

C. There has been a dispute between the owners of the Ehrbar Parcel and the HOA Parcel with regards to the ownership of a strip of land south of the HOA Property and North of the Ehrbar Property.

D. On January 31, 2019, a boundary survey was performed for Ehrbar. The findings of the boundary survey showed the existing fencing for the HOA parcel, encroaches into Ehrbar's Property.

E. The Parties desire to: (i) to establish and fix the common boundary line between the Ehrbar Parcel and the HOA Parcel in such a way that the fencing built by the HOA is entirely on HOA property, and (ii) to terminate any interest that Ehrbar has on property owned by HOA or the HOA has on property owned by Ehrbar

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

AGREEMENT

1. Recitals. The recitals set forth above are true, correct and complete in all material respects, and the Parties hereto incorporate the above Recitals by this reference.

2. New Boundary Line. The Parties hereby establish the New Boundary Line as set forth on Exhibit B-1 as the common and shared boundary line between the Ehrbar Parcel and the HOA Parcel.

Ehrbar hereby quit claims to HOA the real property located to the North of the New Boundary Line and HOA hereby quit claims to Ehrbar the real property located to the South of the New Boundary Line. The newly revised legal description is set forth on Exhibit B-1 and is shown on Exhibit B-2. Should there be any discrepancy between the legal description and the drawing, the legal description will control.

3. Duration; Rights Run With the Land; Binding Effect. Each of the agreements and rights contained in this Agreement shall (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 shall be an intended beneficiary (whether third party or otherwise) of the rights and agreements granted hereunder; (ii) run with the land; and (iii) remain in full force and effect and shall be unaffected by any change in the ownership of, or any encumbrances, lien, judgment, Right of Way, lease or other right affecting, the Parcels, or any portion of the Parcels, or any change of use, demolition, reconstruction, expansion or other circumstances.

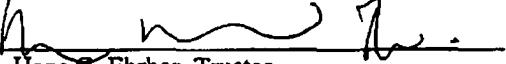
4. Counterparts. This agreement may be signed in more than one counterpart, and all of the signed counterparts, taken together, shall constitute one signed original.

(Signatures to follow on next page)

IN WITNESS WHEREOF, the Parties have executed this Boundary Line Agreement as of the day and year first given.

EHRBAR:

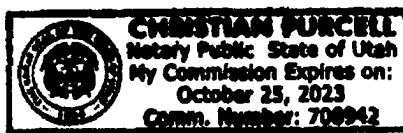
HANS G EHRBAR TRUST, Dated August 23, 2006

By: 

Title: Hans G. Ehrbar, Trustee

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

On this 7 day of October, 2020, before me a Notary Public, personally appeared HANS G. EHRBAR, Trustee of the HANS G EHRBAR TRUST, Dated August 23, 2006, known to me to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same.





Notary Public
My commission expires: 10/25/2023
Residing at: West Valley

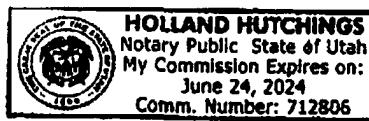
HOA:

WASATCH COMMONS CONDOMINIUM
HOMEOWNERS ASSOCIATION

By: Victor Miele 10/6/2020
Title: PRESIDENT, WASATCH COMMONS HOA
Victor Miele

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

On this 6th day of October, 2020, before me a Notary Public, personally
appeared before me Victor Miele, PRESIDENT, WASATCH
COMMONS CONDOMINIUMS HOMEOWNERS ASSOCIATION, known to me to be the
person whose name is subscribed to this instrument, and acknowledged to me that he executed
the same.



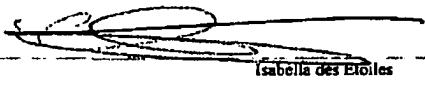
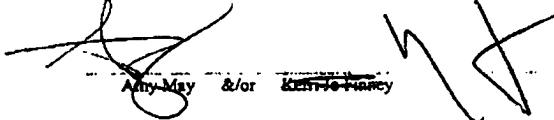
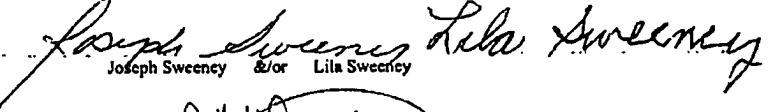
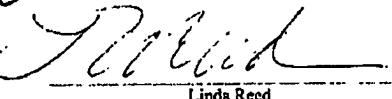
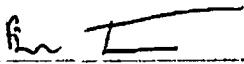
Holland Hutchings
Notary Public
My commission expires: JUNE 24, 2024
Residing at: 140 E 500 S, Salt Lake City, Ut
84111

Exhibit B-1

AN AGREEMENT WHICH WILL ESTABLISH THE DIVIDING LINE BETWEEN THE TWO PARCELS OF LAND BEING LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH $00^{\circ}05'38''$ EAST 22.80 FEET ALONG THE WEST LINE OF LOT 7 FROM THE NORTHWEST CORNER OF LOT 7, BLOCK 1, UTAH SOUTHERN ADDITION SUBDIVISION; AND RUNNING THENCE NORTH $89^{\circ}54'08''$ EAST 163.51 FEET TO A POINT ON AN EXISTING FENCE; THENCE SOUTH $00^{\circ}14'23''$ EAST 8.12 FEET ALONG SAID FENCE TO A FENCE CORNER; THENCE NORTH $88^{\circ}48'32''$ EAST 194.94 FEET ALONG A PORTION OF EXISTING SAID FENCE AND THE EXTENSION THEREOF TO A POINT ON THE EAST BOUNDARY LINE OF THE EHRBAR PARCEL; SAID POINT BEING THE POINT OF TERMINATION FOR THIS DESCRIPTION.

Boundary Line Adjustment
Wasatch Commons Condominium Association

unit	signature(s)	date
#1	 Isabella des Etoiles	9-12-20
#2	Kellie Henderson	
#3	 Amy May & or Katherine Nancy	9-15-2020
#4	Naomi Franklin	
#5	 Kierstin Taylor & or Trevor Taylor	9/12/20
#6	 Victor Miele & or Renae Skordas	10/06/2020
#7	Anne Hammond	9/13/20
#8	 Joseph Sweeney & or Lila Sweeney	
#9	 Emilie Jordao	
#10	 Kerri Jo Finney	
#11	 Ellen Kay Angyal & or Mary Claire English	
#12	 Linda Reed	
#13	 Benjamin Trueman	9/19/20

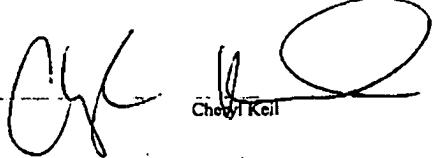
Boundary Line Adjustment
Wasatch Commons Condominium Association

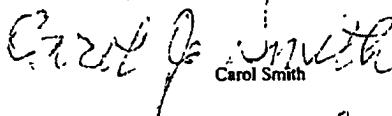
#14 
Lorraine Miner 9/8/2020

#15 
Maxine Hanks 9/19/2020

#16 
Lynda Angelastro 09/10/2020

#17 
Kathryn Albury 09/04/2020

#18 
Chey Keil 9/12/2020

#19 
Carol Smith 09/09/2020

#20 
Alexandra Parvez 04/18/2020

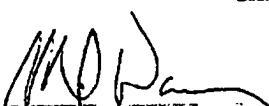
#21 
Hans Ehrbar 09/17/2020

#22 
Hans Ehrbar 09/17/2020

#23 
Richard Keene & or Susan Stewart

#24 
Kelly Albers

#25 
Lauren Cetlin

#26 
Mike Wason & or Vicky Wason 09/05/2020

NORTHWEST CORNER
LOT 7, BLOCK 1, UTAH
SOUTHERN ADDITION
SUBDIVISION

WASATCH COMMONS CONDOMINIUM
HOMEOWNERS ASSOCIATION
TAX ID: 15-15-204-027

S 0°05'38" E
25.30'

POINT OF BEGINNING

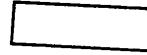
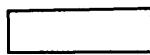
N 89°54'08" E 358.44' N 89°15'31" E 50.43' N 89°54'08" E 43.69'

N 88°09'21" E 28.28' N 0°05'52" W 0.81'

HANS G. EHRBAR TRUST
TAX ID: 15-15-202-017

HANS G. EHRBAR TRUST
TAX ID: 15-15-202-051

S 0°05'38" E
140.04'

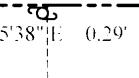
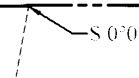
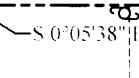
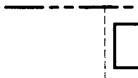


N 0°05'38" W
68.75'

g

N 89°46'09" E 320.00'

N 89°54'08" E 267.08'



NOT TO SCALE

BOUNDARY LINE AGREEMENT

EXHIBIT B-2

LOCATED IN THE NORTHEAST QUARTER OF
SECTION 15, TOWNSHIP 1 SOUTH, RANGE 1
WEST, SALT LAKE BASE AND MERIDIAN,
SALT LAKE COUNTY, UTAH

Ward Engineering Group

Planning & Engineering & Surveying
231 West 800 South
Salt Lake City, Utah 84101
Phone: (801)487-8040 Fax: (801)487-8668



DATE: 5/09/19
SCALE: N.T.S.
DRAWN BY: FWH
SHEET NO.: 1 OF 1