ENT 34707:2018 PG 1 of 3
JEFFERY SMITH
UTAH COUNTY RECORDER
2018 APP 13 3:07 PM FEE 14.00 BY CS
RECORDED FOR ROBERTS, JOHN GREG

## **BOUNDARY FENCE LINE AGREEMENT**

WHEREAS, Utah Lifestyle Homes, Inc., owns certain real estate in Utah County, Utah, and

WHEREAS, Salem Capital, LLC, owns land adjacent thereto and to the North.

WHEREAS, the boundary line between said parcels of land has been uncertain because of discrepancies between the established division fence line as surveyed and the record title. Said fence line separating the two parcels constitutes a physical boundary and division line between the same that has long been recognized by the parties hereto and their predecessors in title and interest, as the boundary and division line between the respective parcels of land.

WHEREAS, the parties hereto are desirous to fix a common boundary line between them and have agreed upon such boundary line established on the ground, and

WHEREAS, the fence line between the two parcels is described as follows, to wit:

Beginning at a point in a fence on the West Line of Woodland Hills Drive, which point lies South 89°32' 03" West 168.86 feet along the Section Line and South 938.19 feet from the North 1/4 Corner of Section 36, Township 8 South, Range 2 East, Salt Lake Base and Meridian; and running thence along existing fences the following six (6) courses to wit: (1) South 89°24'59" West 440.90 feet, (2) South 88°43'37" West 177.54 feet, (3) South 89°42'44" West 569.48 feet, (4) South 89°28'28" West 901.87 feet, (5) South 89°27'12" West 787.49 feet, (6) North 23°36'44" West 35.03 feet to the Southeasterly Line of Arrowhead Trail Road.

THE PARTIES AGREE that the established fence lines as the same now exists and above described shall constitute the boundary and division line between the parcels of land in the possession of the parties hereto, and each of the said parties hereby recognizes and agrees that the other party is the legal owner up to said fence line of the respective parcel of land in such party's possession, and the parties further agree that these stipulations shall apply and be binding, upon them, their heirs, personal representatives and assigns.

PURSUANT TO the foregoing stipulations and for value received the receipt of which is acknowledged, Salem Capital, LLC, hereby releases, remises and forever QUIT CLAIMS to Utah Lifestyle Homes, Inc., any and all right, title and interest which they may have in and to all land lying South of the above described fence line; and for value received, the receipt of which is acknowledged Utah Lifestyle Homes, Inc., hereby remises, releases and forever QUIT CLAIMS to Salem Capital, LLC, as their interests appear herein, any and all right, title and interest which they may have in and to all land lying to the North of the above described fence line.

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Me

PAGE 2 of the Single Shingle, LLC - Salem Capital, LLC Boundary Fence	Line Agreement
IN WITNESS WHEREOF, the parties hereto have executed this Agreem	ent this <u>(2</u> day of
Salem Capital, LLC: By its manger: CU Managuunt Corp	maturn by:
Chris M Consuss	·
By: Its: PRESIDENT Its:	
STATE OF UTAH }	•
COUNTY OF UTAH }	
On the 12th day of 20 18, personally appeared befand for the State of Utah, 1615 MCondess the signers of the foregoing instrument, who duly acknowledged to me that the	
Residing in <u>Utah</u> My Commission expires <u>(2-taber 5, 201</u> 9  Lund)	ra Wilde
KENDRA WILDE Notary Public State of Litah Comm. No. 695422 My Comm. Expires Oct 5, 2019	oury rubic
Single Shingle, LLC:	
Orbin Dyler Roberts  By: Its:  Manager  By: Its:	
STATE OF UTAH } :ss.	
COUNTY-OF UTAH }	
On the 12 day of April , 20 BA.D., personally appeared before and for the State of Utah, Tyler Poberto the signers of the foregoing instrument, who duly acknowledged to me that the	•
Residing in prevo utah  My Commission expires December 21, 2019	74
LAYNE F. HONE Notary Public, State of Utah Commission #886565 My Commission Expires December 21, 2019	ary Public

