

WHEN RECORDED, RETURN TO:
Natalie C. Segall, Esq.
SEGALL & BANKO
P.O. Box 1768
Park City, Utah 84060

Ent 416129 Bk 1139 Pg 965 - 975
ELIZABETH M PALMIER, Recorder
WASATCH COUNTY CORPORATION
2015 Sep 14 11:53AM Fee: \$30.00 JP
For: Summit Escrow & Title
ELECTRONICALLY RECORDED

Parcel Nos.: 00-0007-8951
00-0016-7788
00-0016-4132

BOUNDARY LINE AGREEMENT

This Boundary Line Agreement (the "Agreement") is made as of this 21st day of August, 2015, by and among Barrett S. Wayburn, personal representative of the Estate of Bradley Barrett Wayburn ("Wayburn"), Marelko Investments, L.C., a Utah limited liability company ("Marelko") and Marelko #3, LC, a Utah limited liability company ("Marelko #3"). Together, Wayburn, Marelko and Marelko #3 are sometimes referred to herein as the "Parties."

RECITALS

A. Wayburn owns certain real property situated in Heber City, Wasatch County, Utah commonly known as 1700 N. Highway 40, Heber City, Utah, (the "Wayburn Property"), which is more particularly described and depicted on the Record of Survey attached hereto as Exhibit A and incorporated herein by this reference (the "Survey");

B. Marelko owns that certain real property directly to the south of the Wayburn Property, and more particularly described and depicted on the Record of Survey as the "Marelko Property";

C. Marelko #3 owns that certain real property directly to the south of the Wayburn Property, and more particularly described and depicted on the Record of Survey as the "Marelko #3 Property";

D. The Marelko Property's northwestern most boundary overlaps with the Wayburn Property's southeastern most boundary and such boundary overlap is marked by a fence line that has existed for more than 20 years;

E. The Marelko #3 Property's north and northeastern most boundary overlaps with the Wayburn Property's southwestern boundary and such boundary overlap is marked by a fence line that has existed for more than 20 years;

F. Since the exact location of the Parties' common boundary line is indefinite and uncertain due to a discrepancy between what is legally described in the

Parties' respective deeds and what is depicted on the Survey, the Parties wish to settle any and all disputes regarding the fence line and all boundary issues that may exist among the Wayburn Property, the Marelko Property and the Marelko #3 Property, and their respective rights thereto; and

G. The Parties agree that the Survey is an accurate representation of the shared boundaries and that the fence line as shown on the Survey shall be the true and correct boundary of record between the Parties' properties.

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged and received by and between the Parties, it is agreed as follows:

1. The fence line marked on the Survey attached hereto as Exhibit A shall be the true and correct boundary line between Wayburn's Property and Marelko's Property and Marelko #3's Property.

2. The fence line marked on the Survey attached hereto as Exhibit A shall be permanent and binding upon the Parties' successors, heirs and assigns.

3. The Parties represent that the fence marking the common boundary line may only be removed if all Parties hereto mutually consent to such removal; however, in the event of removal of the fence, Marelko and Marelko #3 shall have no claim of either ownership or use that portion of Marelko's Property and Marelko #3's Property between the fence line and Wayburn's Property.

4. Marelko and Marelko #3 release any claims that they have in and to the property underlying the portion of the property located to the north of said fence on Wayburn's Property, as shown on the Survey attached hereto as Exhibit A, except for the rights established under this Agreement; and Wayburn releases any claims that he has in and to the property underlying the portion of the property located to the south of said fence on Marelko's Property and Marelko #3's Property, as shown on the Survey attached hereto as Exhibit A, except for the rights established under this Agreement.

5. This Agreement shall run with the land and be binding upon the Parties hereto and insure to the benefit of the Parties' respective heirs, representatives, successors and assigns. This Agreement shall be recorded in the records of the Wasatch County Recorder, for Wasatch County, Utah against Wayburn's Property, Marelko's Property and Marelko #3's Property.

6. All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

7. The laws of the state of Utah shall apply to this Agreement.

8. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of the Agreement (or the

application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. Recitals A through G set forth in in the first part of this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the date first written above.

[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

WAYBURN:

By: Barrett S. Wayburn

Barrett S. Wayburn,
Personal Representative of the
Estate of Bradley Barrett Wayburn

STATE OF MICHIGAN)
: ss
COUNTY OF Oakland)

Barrett S. Wayburn, the duly appointed personal representative of the Estate of Bradley Barrett Wayburn, having made himself known to me, appeared before me this 11 day of August, 2015, and having been first duly sworn by me, did execute the foregoing document of his own free will in my presence.



NOTARY PUBLIC

KSEНИЯ ВАНДАЛОВ
NOTARY PUBLIC - STATE OF MICHIGAN
-COUNTY OF OAKLAND
My Commission Expires March 29, 2020
Acting in the County of Oakland

MARELKO:

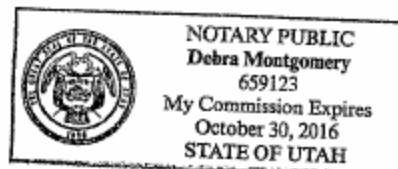
Marelko Investments, L.C.,
a Utah limited liability company

By: Rae Lynn W. Kohler
Rae Lynn W. Kohler, Manager

STATE OF UTAH)
: ss
COUNTY OF WASATCH)

Rae Lynn W. Kohler, the duly appointed Manager of Marelko Investments, L.C., a Utah limited liability company, having made herself known to me, appeared before me this 11 day of Aug, 2015, and having been first duly sworn by me, did execute the foregoing document of her own free will in my presence and on behalf of said limited liability company.

Debra Montgomery
NOTARY PUBLIC



MARELKO:

Marelko #3, LC,
a Utah limited liability company

By: Rae Lynn W. Kohler
Rae Lynn W. Kohler, Manager

STATE OF UTAH)
: ss
COUNTY OF WASATCH)

Rae Lynn W. Kohler, the duly appointed Manager of Marelko #3, LC, a Utah limited liability company, having made herself known to me, appeared before me this 11 day of ^{Aug} March, 2015, and having been first duly sworn by me, did execute the foregoing document of her own free will in my presence and on behalf of said limited liability company.

Debra Montgomery
NOTARY PUBLIC

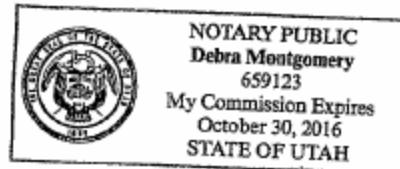


EXHIBIT A

WASATCH COUNTY CORPORATION
Tax Roll Master Record

September 14, 2015

Ent 416129 Bk 1139Pg 973

11:40:56AM

Parcel: 00-0007-8951	Serial #: OWC-0624-0-029-035	Entry: 228315
Name: WAYBURN BRAD		
c/o Name:		
Address 1: 5306 ISLE ROYAL CT		
Address 2:		
City State Zip: WEST BLOOMFIELD MI 48323-3431		
Mortgage Co: CORELOGIC		
Status: Active	Year: 2015	District: 012 COUNTY OUTSIDE DISTRICT 0.010793
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> Property Address: 1700 N HWY 40 HEBER Acres: 2.49 </div>		

Owners	Interest	Entry	Date of Filing	Comment
WAYBURN BRAD		228315	10/31/2000	(0480/0625)

Property Information	2015 Values & Taxes				2014 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
BC09 MIXED USE COMMERCIAL	0.00	48,116	48,116	519.32	48,116	48,116	529.23
BR01 PRIMARY HOME	0.00	51,011	28,056	302.81	51,011	28,056	308.59
GB01 SOLID WASTE - PRIMARY	0.00	0	0	0.00	0	0	242.00
LA02 NON FAA	1.49	53,640	53,640	578.94	53,640	53,640	589.99
LR01 PRIMARY LAND	1.00	90,000	49,500	534.25	90,000	49,500	544.45
Totals:	2.49	242,767	179,312	1,935.32	242,767	179,312	2,214.26

Property Type	Year Built	Square Footage	Basement Size	Building Type
BR01 PRIMARY HOME	1917	1,568		

**** SPECIAL NOTE **** Tax Rates for 2015 have been set and approved. All levied taxes and values shown on this printout for the year 2015 should be correct.	2015 Taxes: 1,935.32 Special Taxes: 0.00 Penalty: 0.00 Abatements: (0.00) Payments: (0.00) Amount Due: 1,935.32	2014 Taxes: 2,214.26 Review Date 12/04/2012 NO BACK TAXES!
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Back Tax Summary							
Year	Principal	Specials Total	Penalty	Interest Due	Interest Rate	Total Payments	Total Due
2007	0.00	0.00	0.00	0.00	10.25%	208.88	0.00
Totals:	0.00	0.00	0.00	0.00		208.88	0.00

Legal Description

BEG E.1473.78FT & S.03 DEG W.86.42FT FROM W1/4 CORNER SECTION 29, T.3S, R.5E, SLM: E.276.33FT; S.359FT; S.82 DEG 15'W.300FT; N.03 DEG E.400FT TO THE BEGINNING AREA: 2.49 ACRES

WASATCH COUNTY CORPORATION

Ent 416129 Bk 1139Pg 974

September 14, 2015

Tax Roll Master Record

11:41:29AM

Parcel: 00-0016-7788	Serial #: OWC-0638-4-029-035	Entry: 289566
Name: MARELKO INVESTMENTS		Property Address:
c/o Name:		
Address 1: PO BOX 549		
Address 2:		
City State Zip: HEBER CITY	UT 84032-0549	Acres: 1.24
Mortgage Co:		
Status: Active	Year: 2015	District: 012 COUNTY OUTSIDE DISTRICT 0.010793

Owners	Interest	Entry	Date of Filing	Comment
MARELKO INVESTMENTS		289566	09/29/2005	(0790/0320)

Property Information	2015 Values & Taxes				2014 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
LA02 NON FAA	1.24	44,640	44,640	481.80	44,640	44,640	491.00
Totals:	1.24	44,640	44,640	481.80	44,640	44,640	491.00

**** SPECIAL NOTE ****

Tax Rates for 2015 have been set and approved. All levied taxes and values shown on this printout for the year 2015 should be correct.

2015 Taxes:	481.80	2014 Taxes:	491.00
Special Taxes:	0.00		
Penalty:	0.00		
Abatements: (0.00)		
Payments: (0.00)		
Amount Due:	481.80		

**Review Date
12/11/2012**

NO BACK TAXES!

Legal Description

BEGINNING N.1803.98FT & W.1366.55FT & N.88 DEG 11'20"E.152.81FT FROM S1/4 CORNER SECTION 29, T.3S, R.5E, SLM: N.320.64FT; N.81 DEG 53'55"E.164.74FT; S.343.92FT; N.89 DEG 58'42"W.191.19FT TO THE BEGINNING. AREA: 1.24 ACRES

WASATCH COUNTY CORPORATION

Ent 416129 Bk 1139Pg 975

September 14, 2015

Tax Roll Master Record

11:43:44AM

Parcel: 00-0016-4132	Serial #: OWC-0638-3-029-035	Entry: 243594
Name: MARELKO LC #3	Property Address: _____	
c/o Name: %KOHLER MARK		
Address 1: PO BOX 549		
Address 2:		
City State Zip: HEBER CITY	UT 84032-0549	Acres: 1.01
Mortgage Co:		
Status: Active	Year: 2015	District: 012 COUNTY OUTSIDE DISTRICT 0.010793

Owners	Interest	Entry	Date of Filing	Comment
MARELKO LC #3		243594	04/08/2002	(0554/0627)

Property Information	2015 Values & Taxes				2014 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
BR01 PRIMARY HOME	0.00	86,308	47,469	512.33	86,308	47,469	522.11
LR01 PRIMARY LAND	1.00	90,000	49,500	534.25	90,000	49,500	544.45
Totals:	1.00	176,308	96,969	1,046.58	176,308	96,969	1,066.56

Property Type	Year Built	Square Footage	Basement Size	Building Type
BR01 PRIMARY HOME	1884	1,523		

**** SPECIAL NOTE ****	2015 Taxes: 1,046.58	2014 Taxes: 1,066.56
Tax Rates for 2015 have been set and approved. All levied taxes and values shown on this printout for the year 2015 should be correct.	Special Taxes: 0.00	
	Penalty: 0.00	Review Date
	Abatements: (0.00)	12/04/2012
	Payments: (0.00)	
	Amount Due: 1,046.58	NO BACK TAXES!

Back Tax Summary							
Year	Principal	Specials Total	Penalty	Interest Due	Interest Rate	Total Payments	Total Due
2000	0.00	0.00	0.00	0.00	12.00%	575.04	0.00
Totals:	0.00	0.00	0.00	0.00		575.04	0.00

Legal Description

BEGINNING N.1803.98FT & W.1366.55FT & N.88 DEG 11'20"E.151.38FT & ALONG ARC OF A 6925.60FT RADIUS CURVE TO THE RIGHT 75.65FT FROM THE S1/4 CORNER SECTION 29, T.3S, R.5E, SLM: ALONG ARC OF A 6925.60FT RADIUS CURVE TO THE LEFT 302.53FT; N.81 DEG 53'55"E.133.26FT; S.320.64FT; N.89 DEG 58'42"W.152.81FT TO THE BEGINNING. AREA: 1.01 ACRES

History

OWC-0638-4 WAS SPLIT FROM THIS CARD FOR THE 1999 TAX ROLL