

4213 WEST SANDALWOOD DRIVE  
CEDAR HILLS, UTAH  
84062



ENT 48462:2015 PG 1 of 4  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2015 Jun 03 3:47 pm FEE 17.00 BY EO  
RECORDED FOR GENTRY, STEVEN

## BOUNDARY LINE AGREEMENT

Agreement, made and entered into this 22 day of May, 20 15, by and between Steven M. Gentry and Marinda D. Gentry, hereinafter referred to as party of the first part; and Stephen Jordan and Debra Jordan, hereinafter referred to as party of the second part, for the purpose of fixing and determining the boundary and division line between adjoining parcels of land owned by said parties as agreed on by each owner. Said parcels are located in Section 6, Township 5 South, Range 2 East, Salt Lake Base and Meridian.

Party of the first part is in possession of and owns the following property:

Lot 5, Plat "C", Juniper Heights Subdivision as shown as Entry No. 13763:2008 on record in the Utah County Records office.

Party of the second part is in possession and owns the following property:

Lot 6, Plat "C", Juniper Heights Subdivision as shown as Entry No. 17105:2010 on record in the Utah County Records office.

WHEREAS there is an existing Retaining wall along the South portion of the party of the second part and along the North portion of the party of the first part which has long been recognized by the parties hereto as the boundary and division lines between their properties and constitutes a physical boundary between the properties of the parties. Said Retaining wall more particularly described as follows;

Beginning at a point N 55°48'36" W 2.08 feet from the Northeast corner of Lot 6, Plat "C", Juniper Heights Subdivision; thence S 34°51'09" W 93.37 feet; thence S 23°19'41" W 10.06 feet; thence S 34°08'50" W 31.97 feet to the Southwesterly Line of said Lot 6; thence S 57°58'59" E 1.24 feet to the Southeast corner of said Lot 6.

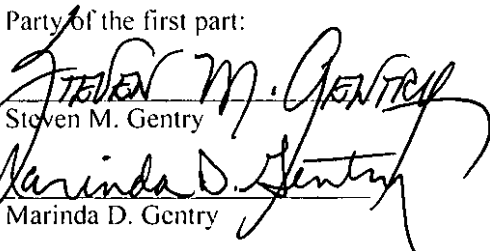
The parties agree that the established retaining wall as the same now exists shall constitute the boundary and division line between the lands in possession of the parties hereto. Each of the said parties hereby recognizes and agrees that the other party is the legal owner up to said Retaining wall of the respective parcel of land in such parties' possession; and the parties further agree that these stipulations shall apply to and be binding upon them, their heirs, successors, personal representatives and assigns.

Pursuant to the foregoing stipulations and for value received the receipt of which is hereby acknowledged, Steven M. Gentry and Marinda D. Gentry, party of the first part, hereby remises, releases and forever quit claims to Stephen Jordan and Debra Jordan, party of the second part, and any and all title and interest which he may have in and to all lands in the possession of party of the second part, adjoining and adjacent to said Retaining wall above described; and for value received the receipt of which is hereby acknowledged, Stephen Jordan and Debra Jordan, party of the second part, hereby remises, releases and forever quit claims to Steven M. Gentry and Marinda D. Gentry, party of the first part, and any and all title and interest which they may have in and to all lands in the possession of party of the first part, adjoining and adjacent to said Retaining wall above described.

Page 2 of 2


IN WITNESS WHEREOF, the parties have hereunto signed their names to this Agreement the day and year first above written.

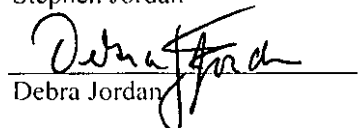
Party of the first part:

  
 Steven M. Gentry

  
 Marinda D. Gentry

Party of the second part:

  
 Stephen Jordan

  
 Debra Jordan

State of Utah )

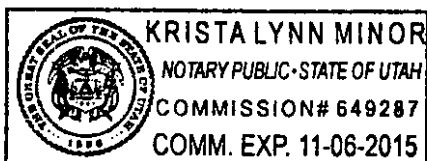
County of Utah )

SS

On this 22 day of May, in the year 2015, before me Krista Minor,

a notary public, personally appeared Marinda Durrant Gentry & Steven Miller Gentry —

proved on the basis satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same. Witness my hand and official seal.


  
 NOTARY PUBLIC

State of Utah )

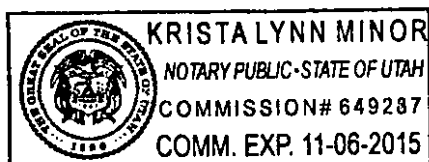
County of Utah )

SS

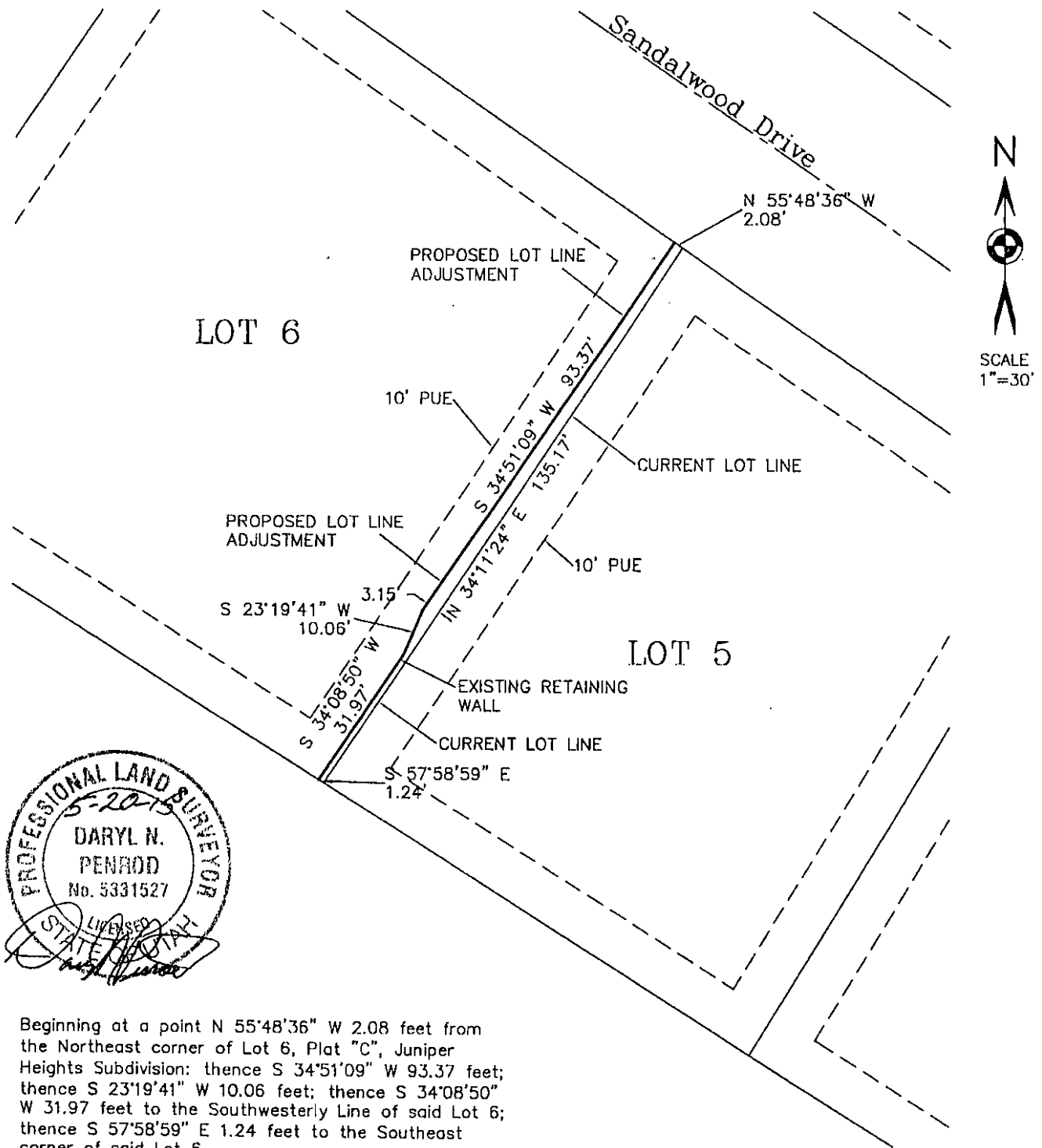
On this 22nd day of May, in the year 2015, before me Krista Minor,

a notary public, personally appeared Debra Jolynn Jordan & Stephen Richard Jordan —

proved on the basis satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same. Witness my hand and official seal.


  
 NOTARY PUBLIC

# Lots 5 & 6, Juniper Heights Subdivision



## PREPARED BY:

**LUDLOW ENGINEERING &  
LAND SURVEYING**

645 NORTH MAIN STREET  
NEPHI, UTAH, 84648  
PHONE (435) 623-0897  
FILE NUMBER LE 3166



## PREPARED FOR:

**STEVE GENTRY**

Lots 5 & 6, Juniper Heights Subdivision  
CEDAR HILLS, UTAH COUNTY, UTAH  
MAY, 2015

**SHEET 1 OF 1**  
**DATE 05/19/15**  
**JOB NO. 3166**

## LOCATION

Lot 5 & 6,  
Juniper Heights  
Subdivision

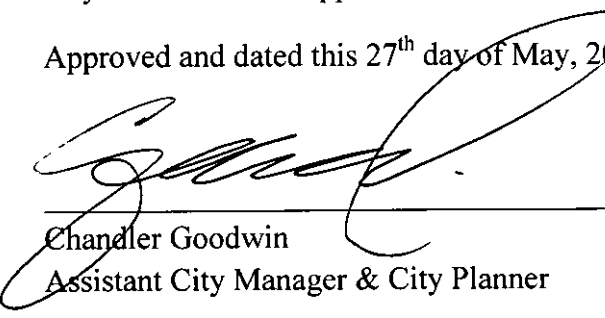


**NOTICE OF APPROVAL OF BOUNDARY LINE AGREEMENT**

Notice is hereby given that the Boundary Line Agreement entered into on May 22, 2015 by and between Steven M. and Marinda D. Gentry (Lot 5 Plat C Juniper Heights, Serial Number 43:147:0005) and Stephen and Debra Jordan (Lot 6 Plat C Juniper Heights, Serial Number 43:147:0006) is in accordance with the provisions of Utah Code 10-9a-608. This exchange of title will not result in a violation of any land use ordinance, and has been approved by the land use authority (for property line adjustments) of the City of Cedar Hills. Said exchange recognizes that the parties agree that the established retaining wall as the same now exists shall constitute the boundary division line between the lands in possession of the parties hereto.

City of Cedar Hills Approval:

Approved and dated this 27<sup>th</sup> day of May, 2015.

  
Chandler Goodwin  
Assistant City Manager & City Planner

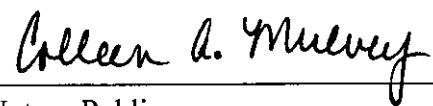
STATE OF UTAH )

SS

COUNTY OF UTAH )

The forgoing instrument was acknowledged before me the 27<sup>th</sup> day of May, 2015 by Chandler Goodwin, for the City of Cedar Hills, Utah County, State of Utah.



  
Notary Public