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Order Number  
76 116769

BOOK 2381 PAGE 565

Recorded SEP 29 1965 10:25 a  
Request of SECURITY TITLE COMPANY  
Fee Paid, Hazel Taggart Chase  
Recorder, Salt Lake County, Utah  
By [Signature]  
Book \_\_\_\_\_ Page \_\_\_\_\_ Ref. \_\_\_\_\_

SECURITY TITLE CO.  
RETURN TO - ESCROW DEPT. #1

BOUNDARY AGREEMENT

THIS AGREEMENT made and entered into this 20<sup>th</sup> day of September, 1965, by and between BETH M. THOMAS of Salt Lake County, State of Utah, hereinafter referred to as "FIRST PARTY" and GOLDEN W. ROBBINS and HARRIET J. K. ROBBINS, his wife, of Salt Lake County, State of Utah, hereinafter referred to as "SECOND PARTIES".

WITNESSETH:

WHEREAS, both parties above mentioned have an interest in or own certain property located in Section 13 and 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and

WHEREAS, First Party is the owner of the hereinbelow described property recited in that certain deed dated January 12, 1948, recorded in the Salt Lake County Recorder's office on January 13, 1948 as Entry No. 1107469, in Book 538, at Page 490, said property being more particularly described as follows:

Commencing at a point 25 rods 3 links South and 143 rods East of the Northwest Corner of the Southwest Quarter of Section 14, Township 3 South, Range 1 West, Salt Lake Meridian; thence East 79 rods 3 links; thence Southeasterly 80° 45' East 97 rods and 10 links to the Section line; thence South along the Section line 38 rods 7 links; thence North 80° 15' West 104 rods; thence West 75 rods; thence North 39.02 rods Easterly 3° 15' to the point of beginning.

Also a tract of land commencing in a line of fence 9.01 chains South from the Northwest corner of Lot 5, in Section 13, of Township 3 South, Range 1 West, Salt Lake Meridian, and running thence South 82° 30' East along line of fence 11.00 chains, more or less, to the West bank of the Main channel of the Jordan River; thence Southerly along the West bank of said river to the Northeast Corner of John W. Winward's land; thence North 82° West along a line of fence 6.75 chains, more or less, to the Section line; thence North along said line 9.50 chains to the point of beginning, being a part of Lot 5, Section 13, Township and range aforesaid, and containing 50 acres, more or less.

LESS the following described property:

VICTOR G. SAGERS  
ATTORNEY AT LAW  
21 MAPLE STREET  
MIDVALE, UTAH 84047

Beginning at a point which is South 984.27 feet; and East 2392.57 feet from the West Quarter Corner of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence North 3° 05' East 406.11 feet; thence South 86° 12' East 324.43 feet; thence South 4° 12' West 392.33 feet; thence North 88° 41' West 316.83 feet to beginning. Containing 2.94 acres.

Second Parties are the owners of the hereinbelow described property recited in that certain Warranty Deed dated May 3, 1950, recorded in the Salt Lake County Recorder's office as Entry No. 1198831, in Book 762, at Page 428, and is more particularly described as follows:

Commencing 18.53 chains South of the Northeast corner of the Southeast Quarter of Section 14, Township 3 South, Range 1 West, Salt Lake Meridian, and running thence North 82° West 1320 feet; thence South 691 feet; thence South 81° East 856.2 feet; thence South 81° 45' East 463.8 feet; thence North 706.6 feet to the place of beginning.

Also commencing 18.53 chains South of the Northwest corner of Lot 5, Section 13, Township 3 South, Range 1 West, Salt Lake Meridian, and running thence South 80° 45' East 6.75 chains, more or less, to the West bank of the Main channel of Jordan River; thence Southwesterly to point on West bank of said river 706.6 feet South and South 81° 45' East 196.2 feet, more or less, from place of beginning; thence North 81° 45' West 196.2 feet; thence North 706.6 feet to the place of beginning.

Together with a right of way over: Commencing at the Northwest corner of tract first above described; thence North 82° West 341.9 feet; thence South 89° 35' West 1160.3 feet to street; thence South 9° 45' West 1 rod; thence North 89° 35' East 1160 feet; thence South 82° East 342 feet; thence North 1 rod to point of beginning.

Second Parties are also the owners of the hereinbelow described property received from Joseph L. Johnson and Mae C. Johnson, his wife, pursuant to that certain Warranty Deed dated July 3, 1950, recorded in Book 779 at Page 31 as Entry #1206559 in the office of the Salt Lake County Recorder, Salt Lake County, Utah, said property is more particularly described as follows:

Commencing North 80° 40' West 350 feet and North 1130 feet from the Southwest corner of the Southeast 1/4 of Section 14, Township 3 South, Range 1 West, Salt Lake Meridian; thence North 11° 50' East 462 feet; thence East 1237.5 feet; thence South 80° 45' East 287 feet; thence South 691 feet; thence

North 80° 40' West 1577 feet to the place of beginning.

WHEREAS, First Party's property adjoins Second Parties' property on the First Party's south boundary and Second Parties' north boundary, and

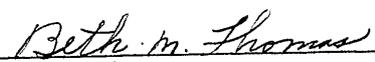
WHEREAS, an existing fence has divided said adjoining and respective properties above described for many years last past and has been recognized by all parties hereto as a true and common boundary between each of the above said tracts of land.

NOW, THEREFORE, for the purpose of locating and establishing a true and correct and common boundary line between the tract of land of the First Party and Second Parties so that conflicts, disputes, and probable litigation may be avoided that the parties hereto may know with definiteness and certainty where their respective lines are located. Each of the parties hereto hereby declare and agree that said old fence line dividing First Party's property on the south and Second Parties' property on the north shall be and is hereby declared to be the true and correct common boundary line between each of said tracts of land.

It is mutually understood and agreed that the above described properties are subject to the Reciprocal Easements Agreement dated January 26, 1945 by and between Robert L. Thomas and Beth Thomas, his wife, and Joseph L. Johnson and Mae C. Johnson, his wife and this Boundary Agreement in no way alters said Reciprocal Easements Agreement.

This Agreement shall inure to and be binding upon the heirs, executors, administrators, and assigns of all the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto signed their names on the day and year first above written.

  
Beth M. Thomas

"FIRST PARTY"

Golden W. Robbins  
Golden W. Robbins

Harriet J. K. Robbins  
Harriet J. K. Robbins

"SECOND PARTIES"

STATE OF UTAH )  
                  ) ss.  
County of Salt Lake )

On the 7<sup>th</sup> day of September, 1965, personally appeared before me  
BETH M. THOMAS, GOLDEN W. ROBBINS and HARRIET J. K. ROBBINS,  
his wife, the signers of the foregoing Boundary Agreement, who duly acknow-  
ledged to me that they executed the same.

Robert J. Sawyer  
NOTARY PUBLIC

My commission expires:  
8/15/66

Residing at:  
Sandy Utah

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