

WHEN RECORDED, RETURN TO:  
Heber North Main Project LLC  
25 South Main Street  
Centerville, UT 84014

Ent 435517 Bk 1185 Pg 15-21  
Date: 07-MAR-2017 8:48:51AM  
Fee: \$24.00 Check Filed By: LA  
PEGGY SULSER, Recorder  
WASATCH COUNTY CORPORATION  
For: SUMMIT ENGINEERING GROUP

## BOUNDARY LINE AGREEMENT

This Boundary Line Agreement is made and entered into this 26 day of January,  
2017 by and between

17  
Heber North Main Project LLC, (HNMP)

and

Wasatch County School District, (DISTRICT)

### RECITALS

1. **HNMP** is the owner, in fee simple, of a parcel of real property situated in Heber City, Wasatch County, State of Utah, with parcel number \_\_\_\_\_ and being more particularly described in the Quit-Claim Deed recorded as Entry 339377 in Wasatch County Official Records as follows:

Beginning 26.96 chains South and 1583.79 feet West of the Northeast Corner, NW ¼ of Section 32, Township 3 South, Range 5 East, Salt Lake Base and Meridian;

Thence West 447.03 feet; Thence South 17 degrees West 32 feet; Thence South 89 degrees 12' East 456.43 feet; Thence North 36.97 feet to the point of beginning.

2. **DISTRICT** is the owner, in fee simple, of a parcel of real property situated in Heber City, Wasatch County, State of Utah, with parcel number 00-0011-8443 and being more particularly described in the Warranty Deed recorded as Entry 118644 in Wasatch County Official Records as follows:

COMMENCING at a point having State Plane Rectangular Coordinates of X:2025017.09 and Y:795033.19 (based on the Lambert Conformal Projection, Utah Central Zone), said point also being North 497.57 feet and East 1048.63 feet from the West one quarter corner of Section 32, Township 3 South, Range 5 East, Salt Lake Base and Meridian; and running thence North 00°04' 29" East 199.32 feet; thence South 88°51'13" East 661.47 feet; thence South 02°08'36" West 196.91 feet ; thence North 89°03'51" West 654.32 feet to the point of beginning.

3. WHEREAS, on or about December of 2013, a property survey by Bing Christensen, a professional land surveyor working for Summit Engineering Group, Inc., and holding Utah license #145796 was performed on property owned by **HNMP**, said survey to be filed here after at the office of the Wasatch County Surveyor, and

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4. WHEREAS, it is advantageous to both of the above-named parties to agree to a common boundary line between their respective properties, in order to remove the discrepancies between the title lines and fence lines of the two properties, and
5. WHEREAS, it is the desire of the above-named parties to reduce to writing an agreement regarding the true location of the boundary line between the subject properties.

NOW THEREFORE, in consideration of the premises, it is hereby agreed and covenanted as follows:

That the boundary line between the subject properties is as described in the following boundary description, which common line or portion of common line acknowledged and accepted as being the true and accurate boundary between the subject properties per above mentioned boundary survey:

THE FOLLOWING DESCRIPTION DESCRIBES AN EAST-WEST RUNNING FENCE LINE LOCATED IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN:

BEGINNING AT A POINT LOCATED ON AN EXISTING EAST-WEST RUNNING FENCE LINE, SAID POINT BEING MORE PARTICULARLY DESCRIBED AS BEING S89°31'51"W ALONG THE SECTION LINE 1564.53 FEET AND SOUTH 1999.28 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG SAID FENCE LINE N88°35'42"W 187.12 FEET; THENCE ALONG SAID FENCE LINE N89°02'11"W 270.26 FEET TO THE TERMINUS POINT, WHICH IS COINCIDENT WITH THE EASTERLY RIGHT OF WAY LINE OF US HIGHWAY 40.

6. In order to further establish the boundary line as described in the surveyed boundary description in paragraph 5 above as the true location of the boundary line between the subject properties, and in consideration of this agreement, **HNMP** hereby releases, remises, and quit claims to **DISTRICT** all right, title, and interest in and to the real property lying immediately and adjacent to the SOUTH of the common boundary line as described in the boundary description in paragraph 5 above, and **DISTRICT** hereby releases, remises, and quit claims to **HNMP** all right, title, and interest in and to the real property lying immediately and adjacent to the NORTH of the common boundary line as described in the boundary description in paragraph 5 above;
7. This Agreement shall be binding upon the heirs, executors, administrators, or assigns of the parties hereto;
8. This Agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on any party except to the extent incorporated in this Agreement;

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9. Any modification on the Agreement or additional obligation assumed by any party in connection with the Agreement shall be binding only if in writing signed by each party or any authorized representative of each party;
10. In the event any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that any party may be called on to pay, a reasonable sum for the successful party's attorney fees;
11. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah;

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IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the date hereinabove first mentioned;

Aaron Robertson, Heber North Main Project, LLC

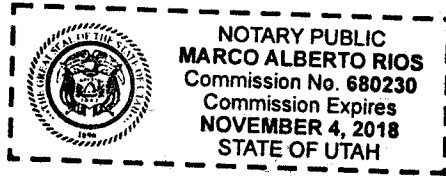
  
\_\_\_\_\_


State of Utah

County of Davis

On the 26<sup>th</sup> day of January, 2017 personally appeared before me

Aaron Robertson who being by me duly sworn did say that he/she/they executed the same.



  
\_\_\_\_\_  
Notary Public  
My commission expires: November 4<sup>th</sup> 2018

Wasatch County School District

\_\_\_\_\_

\_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_, 2016 personally appeared before me

\_\_\_\_\_ who being by me duly sworn did say that he/she/they executed the same.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

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IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the date hereinabove first mentioned;

Aaron Robertson, Heber North Main Project, LLC

\_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_, 2016 personally appeared before me  
\_\_\_\_\_ who being by me duly sworn did say that  
he/she/they executed the same.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Wasatch County School District

*Ann McHorney*

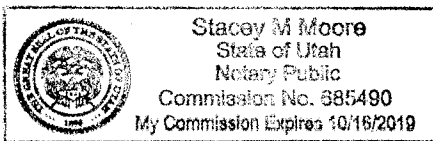
School Board President

State of Utah

County of Wasatch

On the 27<sup>th</sup> day of January, 2016 personally appeared before me  
Ann Horner <sup>17</sup> who being by me duly sworn did say that  
he/she/they executed the same.

*Stacey M. Moore*  
\_\_\_\_\_  
Notary Public  
My commission expires: 10/16/19



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