

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

Ent 435518 Bk 1185 Pg 22-25
Date: 07-MAR-2017 8:50:08AM
Fee: \$18.00 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 25th day of January,
2016 by and between
2017

Heber North Main Project LLC, (HNMP)

and

Spratling Investment Corporation, (SPRATLING)

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. **SPRATLING** is the owner, in fee simple, of a parcel of real property situated in Heber City, Wasatch County, State of Utah, with parcel number 00-0005-7674 and being more particularly described in the Warranty Deed recorded as Entry 134813 in Wasatch County Official Records as follows:

COMMENCING South 2015.76 feet and West 4672.81 feet from the Northeast Corner of Section 32, Township 3 South, Range 5 East, Salt Lake Base and Meridian, and running thence South 88°51'13" East 404.50 feet; thence South 00°04'29" West 199.32 feet; thence South 89°03'51" East 1.16 feet; thence South 00°04'20" East 142.82 feet; thence North 89°20'34" West 473.91 feet; thence North 66°58'08" East 18.99 feet; thence North 36°17', 20" East 24.98 feet; thence North 53°33', 27" West 58.52 feet; thence North 16°24'28" East 294.49 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

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

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 **SPRATLING** 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 **SPRATLING** 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;

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

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;

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

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


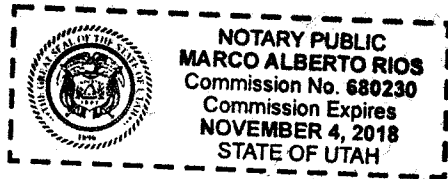
Aaron Robertson, Heber North Main Project, LLC



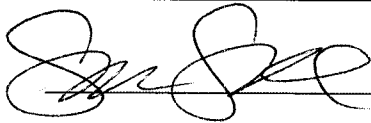
State of Utah

County of Davis

On the 28th day of February, 2017 personally appeared before me
Aaron Robertson who being by me duly sworn did say that
he/she/they executed the same.


Notary Public Marco A. Rios
My commission expires: Nov. 4th 2018

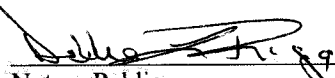
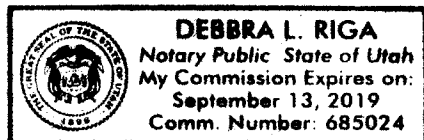
Spratling Investment Corporation



State of Utah

County of Salt Lake

On the 25 day of January, 2018 personally appeared before me
Suzanne Sidwell who being by me duly sworn did say that
he/she/they executed the same.


Notary Public
My commission expires: 9-13-2019