

BOUNDARY LINE AGREEMENT

This Boundary Line Agreement is made and entered into this 18th day of December, 2018 by and between

Heber City Corporation, (CITY) and

Annette A. Probst, Trustee of the Annette A. Probst Family Trust U/A/D 4/10/01 (PROBST)

RECITALS

1. **CITY** is the owner, in fee simple, of parcels of real property situated in Heber City, Wasatch County, State of Utah, with parcel ID numbers of 00-0005-7690 and 00-0005-7583 and being more particularly described in the Warranty Deed recorded as Entry 454136 in Wasatch County Official Records as follows:

TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN.
SECTION 32:

BEGINNING AT A POINT BEING SOUTH 0°02'24" EAST 2064.38 FEET ALONG THE EAST SECTION LINE AND WEST 2286.01 FEET FROM THE NORTHEAST CORNER OF SECTION 32, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF 550 EAST STREET; THENCE SOUTH 2°18'49" WEST 296.74 FEET ALONG SAID STREET RIGHT OF WAY LINE; THENCE LEAVING SAID RIGHT OF WAY LINE AND RUNNING NORTH 87°41'11" WEST 340.00 FEET ALONG A CHAIN LINK FENCE; THENCE SOUTH 2°18'49" WEST 519.32 FEET ALONG SAID CHAIN LINK FENCE TO A POINT OF THE NORTH RIGHT OF WAY OF 500 NORTH STREET, SAID POINT BEING NORTH 0°44'45" EAST 33.00 FEET AND NORTH 89°13'44" WEST 96.97 FEET FROM THE INTERSECTION OF 500 NORTH AND 500 EAST STREETS; THENCE NORTH 89°13'44" WEST 164.00 ALONG SAID RIGHT OF WAY LINE; THENCE LEAVING SAID RIGHT OF WAY LINE AND RUNNING NORTH 1°30'40" EAST 108.00 FEET; THENCE NORTH 89°13'44" WEST 125.00 FEET; THENCE SOUTH 1°30'40" WEST 108.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID 500 NORTH STREET; THENCE NORTH 89°13'44" WEST 231.63 FEET ALONG SAID RIGHT OF WAY LINE; THENCE LEAVING SAID RIGHT OF WAY LINE AND RUNNING NORTH 1°30'40" EAST 152.00 FEET; THENCE NORTH 89°13'44" WEST 152.00 FEET TO A NORTH-SOUTH RUNNING CHAIN LINK FENCE; THENCE NORTH 1°30'40" EAST 428.84 FEET ALONG SAID CHAIN LINK FENCE; THENCE NORTH 89°13'44" WEST 300.00 FEET ALONG SAID CHAIN LINK FENCE; THE NORTH 1°30'40" EAST 241.33 FEET ALONG SAID CHAIN LINK FENCE; THENCE SOUTH 88°33'31" EAST 1323.94 FEET ALONG A FIELD FENCE LINE TO THE POINT OF BEGINNING.

2. **PROBST** is the owner, in fee simple, of a parcel of real property situated in Heber City, Wasatch County, State of Utah, with parcel ID number 00-0005-7526 and being more particularly described in the Quit-Claim Deed recorded as Entry 319386 in Wasatch County Official Records as follows:

TRACT 1: Beginning 26.16 chains South of the Northeast corner, NW $\frac{1}{4}$ of Section 32, Township 3 South, Range 5 East, Salt Lake Base and Meridian; thence North 89° 12' West 29.50 chains; thence South 17° West 4.34 chains; thence East 2102.4 feet; thence North 02° East 26.74 feet; thence South 88° 45' East 300 feet; thence North 02° East 228.02 feet; thence North 89° 12' West 380.16 feet to the beginning;

LESS MADSON SMALL SUBDIVISION, also known as; Beginning South 1628.17 feet and East 2755.77 feet from the Northwest corner of Section 32, Township 3 South, Range 5 East, Salt Lake Base and Meridian; thence South 89° 29' 55" East 275.66 feet; thence South 02° 1' 46" West 216.65 feet; thence South 88° 58' 02" West 269.98 feet; thence North 00° 30' 05" East 223.80 feet to the point of beginning; and

LESS the portion described as: Beginning at a point which is South 26.16 chains and N 89° 12' West 200 feet from the Northeast corner of the Northwest $\frac{1}{4}$ of Section 32, Township 3 South, Range 5 East, Salt Lake Base & Meridian; thence North 89° 12' West 1747 feet; thence South 17° West 286.44 feet; thence East 1902.4 feet; thence North to the point of beginning.

TRACT 2: Beginning 26.96 chains South of the Northeast corner, NW $\frac{1}{4}$ of Section 32, Township 3 South, Range 5 East, Salt Lake Base and Meridian; thence West 30.77 chains; thence South 17° West 48 links; thence South 89° 12' East 2110.52 feet; thence North 02° East 73.26 feet; thence West 71.58 feet to the point of beginning.

3. WHEREAS, on or about January 2017 a property survey by Bing Christensen, a professional land surveyor working for Summit Engineering Group, Inc., and holding Utah license

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75 NORTH MAIN STREET
HEBER CITY, UTAH 84032

#145796 was performed on property owned by both of the above-named parties, said survey to be filed hereafter at the office of the Wasatch County Surveyor, and

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:

Beginning at a point that lies North 89°31'49" East along the Section line a distance of 1,116.68 feet and South a distance of 1,999.43 feet and South 88°54'00" East 608.59 feet from the Northwest corner of Section 32, Township 3 South, Range 5 East, Salt Lake Base & Meridian, thence South 89°25'46" East 369.87 feet; thence South 88°18'27" East 313.90 feet; thence South 88°43'56" East 191.56; thence South 88°16'20" East 453.91 feet to a point of terminus

SEE ATTACHMENT 1 FOR A GRAPHICAL REPRESENTATION OF DESCRIBED BOUNDARY LINE.

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, **CITY** hereby releases, remises, and quit claims to **PROBST** 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, and **PROBST** hereby releases, remises, and quit claims to **CITY** 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;
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;

Heber City Corporation

[Signature]
SIGNATURE
Kelleen Potter

Kelleen Potter, Mayor
BY: [Signature]
PRINTED NAME

ITS: City Manager
OFFICER TITLE

State of UTAH

County of WASATCH

On the 19 day of December, 2018 personally appeared before me Kelleen Potter who being by me duly sworn did say that she is the Mayor of Heber City Corporation, and that the foregoing instrument was signed in behalf of the Heber City Corporation by authority of a resolution of its City Council, and she duly acknowledged to me that she executed the same.



Trina N. Cooke
Notary Public
My commission expires: 8/21/2022

Annette A. Probst, Trustee of the Annette A. Probst Family Trust U/A/D 4/10/01

[Signature]
SIGNATURE

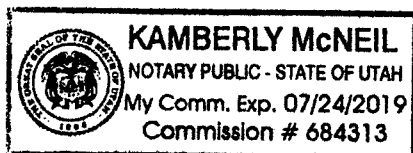
BY: Annette A. Probst
PRINTED NAME

ITS: Seller
TRUST OFFICER TITLE

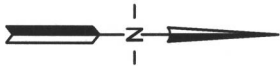
State of Utah

County of Wasatch

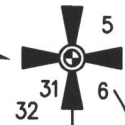
On the 13th day of November, 2018 personally appeared before me Annette Probst who being by me duly sworn did say that he/ she is the Trustee of Annette A. Probst Family Trust U/A/D 4/10/01 LLC, and that the foregoing instrument was signed on behalf of Trust by authority of the Trustee, and he/she duly acknowledged to me that he/she executed the same.



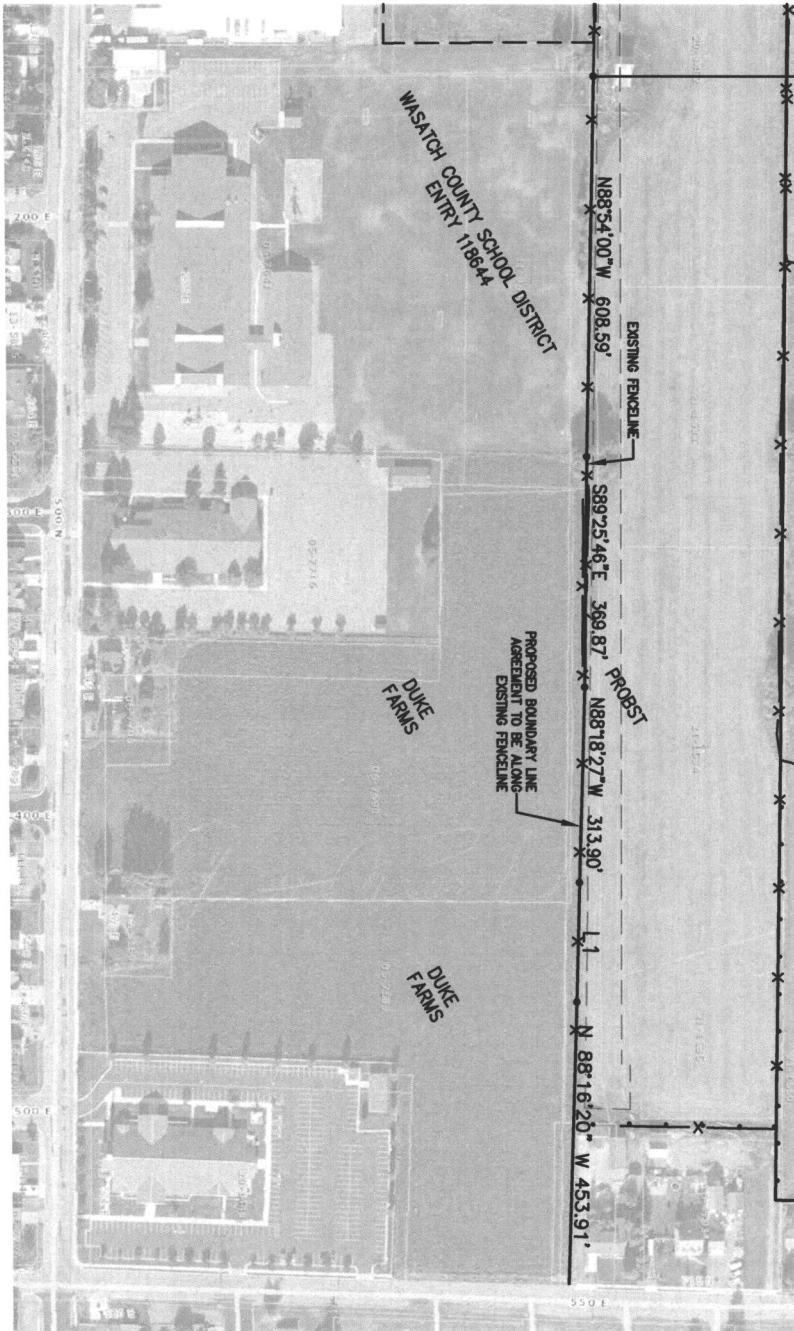
[Signature]
Notary Public
My commission expires: 7-24-19



NORTHWEST CORNER
SECTION 32, T3S, R5E,
SLB&M. FOUND MONUMENT



LINE	BEARING	DISTANCE
L1	N 88°43'17" W	191.56'



SOUTH
1,999.43'

1,116.68'

S89°31'49"W 2,681.05'
BASIS OF BEARINGS



NORTH ONE QUARTER CORNER
SECTION 32, T3S, R5E,
SLB&M. FOUND MONUMENT

PROJECT
C17-002

SHEET
1

PROJECT
ATTACHMENT 1

PROBST, DUKE FARMS, INC AND WASATCH COUNTY SCHOOL
DISTRICT BOUNDARY LINE AGREEMENT EXHIBIT

55 WEST CENTER
P.O. BOX 176
HEBER CITY, UT 84032



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Summit Engineering Group Inc.

Structural • Civil • Surveying