

When recorded return to:
Renee R. North
444 Quirk Street.
Grantsville, Utah 84029

Ent: 300634 - Pg 1 of 4
Date: 1/18/2008 9:47 AM
Fee: \$17.00 CREDIT CARD
Filed By: MT
CALLEEN B PESHELL, Recorder
Tooele County Corporation
For: NORTH RENEE

BOUNDARY LINE AGREEMENT

AGREEMENT, made and entered into by and between **RENEE R. NORTH**, TRUSTEE of the NORTH FAMILY LIVING TRUST, dated June 4, 1999, of the City of Grantsville, Tooele County, State of Utah, hereinafter referred to as Party of the First Part; and **THE SOELBERG THIRD LIMITED PARTNERSHIP**, of the City of Grantsville, Tooele County, State of Utah, hereinafter referred to as Party of the Second Part, for the purpose of fixing and determining the boundary and division lines between adjoining parcels of land owned by said parties, said boundary and division lines are now uncertain because of discrepancies between the old established fence lines and record title, and it is the desire of said parties to correct the legal descriptions of said adjacent parcels to describe the old established fence lines dividing said adjacent parcels.

WHEREAS, the Party of the First Part, is in possession of four parcels of land which have been surveyed by a registered professional land surveyor, licensed in the state of Utah, and the exterior boundary of all four parcels combined has been described by said survey as follows, to wit:

Beginning at a point on the westerly line of Quirk Street which lies North 89°53'33" East 2492.50 feet, North 0°09'42" East 13.68 feet and North 0°08'59" East 267.14 feet from a Tooele County Dependent Resurvey monument representing the West Quarter Corner of Section 6, Township 3 South, Range 5 West, Salt Lake Base and Meridian (Basis of bearing for this description is South 0°17'42" West along the west line of the Southwest Quarter of said Section 6 defined by Tooele County Dependent Resurvey monuments found representing said West Quarter Corner and the Southwest Corner of said Section 6.); thence South 89°40'00" West along the southerly edge of a short concrete wall containing a chain link fence and beyond, 317.88 feet to intersect an existing, well established fence line; thence along said fence line, North 0°07'20" East 231.60 feet to a fence corner; thence along a well established fence line, North 89°33'36" East 318.00 feet to intersect the westerly line of Quirk Street as determined from ancient fence lines; thence along said westerly line, South 0°08'59" West 232.20 feet to the point of beginning. The above described parcel of land contains approximately 73,727 square feet in area or 1.693 acres.

1-73-29 1-73-52

WHEREAS, the Party of the Second Part is in possession of a parcel of land adjoining the parcels above described and lying immediately adjacent to the west fence line and a portion of the north fence line of the same.

WHEREAS, the herein above described fence lines separate the parcels of land and constitute a physical boundary and division line between the same that has long been recognized by the parties hereto as the boundary and division line between their respective parcels of land.

THE PARTIES AGREE THAT the established fence line as the same now exists shall constitute the boundary and division line of the said parcels of land in the possession of the parties hereto. Each of the said parties hereby recognizes and agrees that the other party is the legal owner of the respective parcel of land in such party's possession, and the parties further agree that these stipulations shall apply to and be binding upon them, their heirs, personal representatives and assigns.

PURSUANT to the foregoing stipulations and for value received, the receipt of which is hereby acknowledged, the Party of the First Part, hereby remises, releases and forever quit-claims to the aforesaid Party of the Second Part, any and all right, title and interest which she may have in and to all lands in possession of said Party of the Second Part, adjoining and adjacent to said fence lines above described; AND for value received, the receipt of which is hereby acknowledged, the said Party of the Second Part hereby remises, releases and forever quit-claims to the Party of the First Part, as her interests appear herein, any and all right, title and interest which said Party of the Second Part may have in and to all the land in the possession of the said Party of the First Part, lying within the boundaries of the afore described parcel.

[COUNTERPART SIGNATURE PAGES FOLLOW]

Counterpart Signature Page to Boundary Line Agreement between RENEE R. NORTH, TRUSTEE of the NORTH FAMILY LIVING TRUST, dated June 4, 1999 and THE SOELBERG THIRD LIMITED PARTNERSHIP.

This counterpart signature page is attached to and forms a part of the Boundary Line Agreement that is described above.

IN WITNESS WHEREOF, the parties have hereunto signed their names to this agreement this 18 day of January, 2008.

PARTY OF THE FIRST PART

NORTH FAMILY LIVING TRUST,
Dated June 4, 1999.

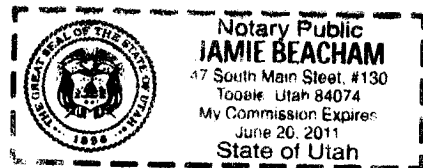
[Signature]
RENEE R. NORTH, TRUSTEE

STATE OF UTAH)
) ss.
County of Tooele)

On the 18 day of January, 2008, personally appeared before me, a Notary Public in and for the State of Utah, RENEE R. NORTH, TRUSTEE of the NORTH FAMILY LIVING TRUST, dated June 4, 1999, the signer of the above instrument, who duly acknowledged to me that she executed the same.

Notary Public: [Signature]
Residing at: Tooele

My Commission Expires: 6-20-11



Counterpart Signature Page to Boundary Line Agreement between RENEE R. NORTH, TRUSTEE of the NORTH FAMILY LIVING TRUST, dated June 4, 1999 and THE SOELBERG THIRD LIMITED PARTNERSHIP.

This counterpart signature page is attached to and forms a part of the Boundary Line Agreement that is described above.

IN WITNESS WHEREOF, the parties have hereunto signed their names to this agreement this 30th day of November, 2007.

PARTIES OF THE SECOND PART

THE SOELBERG THIRD LIMITED PARTNERSHIP

LaRue H. Brown
By: LaRue H. Brown, General Partner

STATE OF UTAH)
) ss.
County of Utah)

On the 30th day of November, 2007, personally appeared before me, a Notary Public in and for the State of Utah, LaRue H. Brown, General Partner of THE SOELBERG THIRD LIMITED PARTNERSHIP, the signer of the above instrument, who duly acknowledged to me that she executed the same.

Notary Public: Brenda Jensen

My Commission Expires: 7-3-2009

Residing at: Santaquin, Utah

