

When recorded return to:  
Carl A & Geraldine N. Anderson  
456 Quirk Street.  
Grantsville, Utah 84029

Ent: 301047 - Pg 1 of 4  
Date: 1/25/2008 10:25 AM  
Fee: \$19.00 CHECK  
Filed By: JYW  
CALLEEN B PESHELL, Recorder  
Tooele County Corporation  
For: ANDERSON CARL A

## BOUNDARY LINE AGREEMENT

1-73-29  
1-73-51  
1-73-31  
1-73-48

AGREEMENT, made and entered into by and between **CARL A. ANDERSON and GREALDINE N. ANDERSON**, of the City of Grantsville, Tooele County, State of Utah, hereinafter referred to as Parties 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 line between adjoining parcels of land owned by said parties, said boundary and division line is 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 line dividing said adjacent parcels.

WHEREAS, the Parties of the First Part, are in possession of three 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 three parcels combined has been described by said survey as follows, to wit:

Beginning at the intersection of the westerly line of Quirk Street with an old, long established fence line, said point lies North 89°53'33" East 2492.50 feet and North 0°09'42" East 13.68 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 along the old, long established fence line, North 89°46'18" West 317.75 feet to a fence corner; thence along an existing, well established fence line, North 0°07'20" East 264.02 feet; thence North 89°40'00" East to and along the southerly edge of a short concrete wall containing a chain link fence, 317.88 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 267.14 feet to the point of beginning. The above described parcel of land contains approximately 84,403 square feet in area or 1.938 acres

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 of the same.

WHEREAS, the herein above described fence line separates the parcels of land and constitutes 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 Parties of the First Part, hereby remise, release and forever quit-claim to the aforesaid Party of the Second Part, any and all right, title and interest which they may have in and to all lands in possession of said Party of the Second Part, adjoining and adjacent to said fence line 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 Parties of the First Part, as their 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 Parties 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 CARL A. ANDERSON and GERALDINE N. ANDERSON 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 25 day of January, 2008.

PARTIES OF THE FIRST PART

Carl A. Anderson

CARL A. ANDERSON

Geraldine N. Anderson

GERALDINE N. ANDERSON

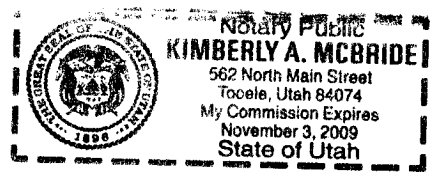
STATE OF UTAH        )  
                                  ) ss.  
County of Tooele )

On the 25 day of January, 2008, personally appeared before me, a Notary Public in and for the State of Utah, CARL A. ANDERSON and GERALDINE N. ANDERSON, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Notary Public: Kimberly A. McBride

My Commission Expires: Nov. 3, 2009

Residing at: Drantoville, Utah



Counterpart Signature Page to Boundary Line Agreement between CARL A. ANDERSON and GERALDINE N. ANDERSON 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 30<sup>th</sup> 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 30<sup>th</sup> 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

