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BRADLEY A SNOW
CHIEF DEPUTY RECORDER, SL CD, UT
JERRY WALKER
2688 N 2200 W
SLC UT 84116
BY: ZJN, DEPUTY - WI 3 P.

## BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT is executed this \_3/ day of January 2001 by and between Ira W. Hayden, an Individual and Dixie B. Hayden, an Individual (hereinafter collectively referred to as "Hayden"), and Jerry Lee Walker, an Individual; Thomas D. Walker, an Individual; and Debra Ann Madsen, an Individual (hereinafter collectively referred to as "Walker/Madsen").

## **RECITALS:**

WHEREAS, Hayden and Walker/Madsen are the owners and possessors of adjacent tract of land in Salt Lake County, State of Utah.

AND WHEREAS, Hayden is the Owner of that certain parcel of land located in the City of Salt Lake, County of Salt Lake, State of Utah and which is more particularly described as follows: 08-09-476-009

BEGINNING AT A POINT 1502 FEET NORTH FROM THE SOUTHWEST CORNER OF NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN; AND RUNNING THENCE NORTH 234.46 FEET; THENCE EAST 929 FEET; THENCE SOUTH 234.46 FEET; THENCE WEST 929.2 FEET TO THE PLACE OF BEGINNING. (hereinafter referred to as the "Hayden Property")

AND WHEREAS, Walker/Madsen is the Owner of that certain parcel of land located in the City of Salt Lake, County of Salt Lake, State of Utah and which is more particularly described as follows: 08 - 09 - 4726 - 010

BEGINNING AT A POINT 4.98 FEET NORTH AND 400.33 FEET WEST OF THE SOUTEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN; AND RUNNING THENCE NORTH 234.4 FEET; THEN WEST 929.2 FEET; THENCE SOUTH 234.4 FEET; THENCE EAST 929.2 FEET TO THE PLACE OF BEGINNING. (hereinafter referred to as the "Walker/Madsen Property")

AND WHEREAS, the Hayden Property lies to the north of the Walker/Madsen Property.

AND WHEREAS, the Hayden Property and the Walker/Madsen Property have been separated by an existing fence line for a period of years, and which said fence currently existing on the South boundary of the Hayden Property and the North boundary of the Walker/Madsen Property, running East to West, the full length of both properties, will be recognized as the accurate and true boundary of said properties.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and the mutual benefit of Hayden and Walker/Madsen, it is hereby agreed as follows:

- 1. PURPOSE: Nothing contained herein shall be construed at any time as giving or granting the right to either party hereto, their successors or assigns, to alter or change the location of said fence line. The express and only purpose of this instrument being to establish said fence line as the natural and record boundary between the Hayden Property and the Walker/Madsen Property.
- 2. MISCELLANEOUS: The boundary Line Agreement contains all of the terms, covenants, and conditions, and agreements between the parties hereto with respect to the subject matters treated herein. This Boundary Line Agreement may be amended or supplemented only by a writing executed by all parties hereto.

Executed on this 3/ day of January, 2001.

Hayden:

Dehr B Hoyden Ira W. Hayden

Deha B Hayden Dixie B. Hayden

Walker/Madsen:

Jerry Lee Walker

Thomas D. Walker

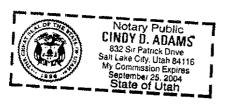
Debra Ann Madsen

## **NOTARIZATION**

State of Utah	)
County of Salt Lake	: ss. )

On this the Aday of January, 2001, personally appeared before me Ira W. Hayden, an Individual, and Dixie B. Hayden, and Individual, who executed the foregoing instrument, and who duly acknowledged to me that they executed the same.

In Witness Whereof, I have hereunto set my hand and official seal on the day and year in this certificate first above written.



Notary Public Residing at: Salah She

State of Utah ) : ss.
County of Salt Lake )

On this the And day of January, 2001, personally appeared before me Jerry Lee Walker, an Individual, and Debra Ann Madsen, an Individual, who executed the foregoing instrument, and who duly acknowledged to me that they executed the same.

In Witness Whereof, I have hereunto set my hand and official seal on the day and year in this certificate first above written.

My Commission Expires:

9.25.2004

Notary Public Residing at:

UK 8420P67518