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ENT 44418:2014 PG 1 of 9  
Jeffery Smith  
Utah County Recorder  
2014 Jun 30 10:22 AM FEE 33.00 BY SS  
RECORDED FOR Cottonwood Title Insurance Ag  
ELECTRONICALLY RECORDED

When Recorded, Mail To:

The Richard Albert Nimer Family, LLC  
1617 No. 180 E  
Lehi, UT 84043

(Space above for Recorder's Use Only)

**BOUNDARY LINE AGREEMENT**

THIS BOUNDARY LINE AGREEMENT is made and entered into this 25 day of June, 2014, by and between The Richard Albert Nimer Family LLC, a Utah limited liability company ("Nimer"), and D. E. Moss Family, L.L.C., a Utah limited liability company ("Moss"). Nimer and Moss are sometimes referred to herein collectively as the "**Parties**," and individually as a "**Party**."

**RECITALS:**

A. Nimer is currently the owner in fee title of that certain property located in Utah County, State of Utah (the "**Nimer Property**"). The Nimer Property is more particularly described on Exhibit A, attached hereto and incorporated herein.

B. Moss is the owner in fee title of that certain property located adjacent to, and in part, directly North of, the Nimer Property (the "**Moss Property**"). The Moss Property is more particularly described on Exhibit B, attached hereto and incorporated herein.

C. The Parties desire to adjust the boundary between their respective properties to resolve a boundary dispute by entering into this Agreement pursuant to Section 57-1-45, U.C.A. (2012).

**TERMS AND CONDITIONS**

NOW THEREFORE, for the considerations of mutual agreement, \$10.00, and other good and valuable considerations of both parties, the receipt and sufficiency of which are hereby conclusively acknowledged, and for the purpose of permanently establishing the common legal and physical boundary line between the parcels described herein, it is hereby agreed as follows:

1. **Boundary Line.** Nimer and Moss agree that the boundary line between their respective properties shall be the following described lines:

See Exhibit C, attached hereto and incorporated herein.

The Agreed Boundary Line shall stand and be known as the common record description and boundary line between the North boundary of the Nimer Property and South boundary of Moss Property, and the properties shall be modified to include the common boundary line.

2. **Quitclaim.** Pursuant to Section 57-1-45, U.C.A. (2012) this Agreement acts “as a quitclaim deed and convey[s] all of each party's right, title, interest, and estate in property outside the agreed boundary line that had been the subject of the boundary dispute that led to the boundary line agreement.”

3. **Duration; Rights Run with the Land; Binding Effect.** This Agreement and the Agreed Boundary Line established hereby shall be perpetual. Each of the agreements and rights contained in this Agreement shall: (i) inure to the benefit of and be binding upon Nimer and Moss, and their respective successors, successors-in-title, heirs and assigns as to their respective parcels, or any portion of their respective parcels, each of whom shall be an intended beneficiary (whether third party or otherwise) of the rights and agreements granted hereunder; (ii) shall run with the land; and (iii) shall remain in full force and effect and shall be unaffected by any change in the ownership of, or any encumbrance, lien, judgment, easement, lease or other right affecting the Nimer Property or the Moss Property, or any portion of either, or any change of use, demolition, reconstruction, expansion or other circumstances.

4. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Utah, without regard to conflict of laws principles. Venue for any legal proceedings shall be in Utah County, Utah.

5. **Representation/Authority of Signators.** The individuals who execute this Agreement on behalf of Nimer and Moss represent and warrant that he/she are duly authorized to execute this Agreement on behalf of Nimer and Moss, respectively, that Nimer is the owner of the Nimer Property and that Moss is the owner of the Moss Property, respectively, that the parties named are all the necessary and proper parties and the consent of any lenders, mortgagees, holders of deeds of trust, or lien holders is not required or necessary, that all trust approvals have been obtained, that no other signature, act or authorization is necessary to bind Nimer and Moss, respectively, to the provisions of this Agreement, and that this Agreement is binding on Nimer and the Nimer Property and Moss and the Moss Property respectively.

6. **Recording.** This Agreement shall be recorded with the Recorder's office of Utah County.

7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

8. **Knowledge, Review and Interpretation.** The Parties, and each of them, acknowledge, declare, and agree, that: (i) they have consulted legal counsel about this Agreement, or have had the opportunity to do so and have voluntarily chosen not to do so; (ii) they have had adequate time and opportunity to review the terms of this Agreement and have carefully read it; (iii) they are sophisticated parties that have negotiated this Agreement at arm's length, and accordingly, expressly waive any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it; and (iv) they intend to be legally bound to the provisions of this Agreement, which shall be interpreted in a reasonable manner to effect the purposes of this Agreement and intent of the Parties as outlined herein.

*[signatures and acknowledgments on the following page]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

**Nimer:** The Richard Albert Nimer Family LLC, a Utah limited liability company

By: Katherine L. Nimer  
Name: (Print) KATHERINE L NIMER  
Its: MANAGER

STATE OF UTAH )  
 )  
:SS  
COUNTY OF Utah )

On the 27 day of June, 2014 personally appeared before me Katherine L. Nimer, who being by me duly sworn did say that (s)he is the Manager of The Richard Albert Nimer Family LLC, a Utah limited liability company and that the within and foregoing instrument was duly authorized by the limited liability company at a lawful meeting held by authority of its partnership agreement; and duly acknowledged to me that said limited partnership executed the same.

[Signature]  
Notary Public



Moss:

D. E. Moss Family, L.L.C., a Utah limited liability company

Mary Alice Moss

By: Mary Alice Moss

Its: Manager

Duane B. Moss

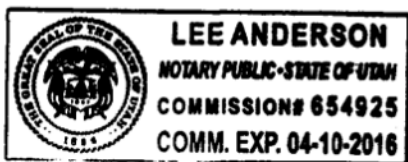
By: Duane B. Moss

Its: Manager

STATE OF UTAH

COUNTY OF SALT LAKE

On the 25 day of JUNE, 2014, personally appeared before me Mary Alice Moss and Duane B. Moss, who being duly sworn did say that they are the Managers of D. E. Moss Family, L.L.C., a Utah limited liability company and that the within and foregoing instrument was duly authorized by the limited liability company by authority of its Operating Agreement and that said limited liability company executed the same



Lee Anderson  
Notary Public

**Exhibit A**

(Legal Description of Nimer Property)

Beginning at the East quarter corner of Section 26, Township 6 South, Range 2 East, Salt Lake Base and Meridian and running thence North 89°23'02" West along the quarter section line 2643.99 feet to the center of said Section 26; thence North 00°36'58" West along the quarter section line 756.37 feet; thence North 89°23'02" East 40.39 feet to the Northwest corner of Block 3, Green Thumb Area Subdivision, a plat at the Utah County Recorder's office and the true point of beginning and running thence North 00°44'25" West along the East line of 400 East Street and the East line of MCVEA Subdivision Plat "B", a plat recorded at the Utah County Recorder's office, and shifted to align with said Green Thumb Area Subdivision corner 300.77 feet to the Northeast corner of said MCVEA Subdivision; thence North 00°44'25" West along the prolongation of said East line 115.55 feet to the prolongation of an existing six foot chain link fence; thence South 89°28'18" East to, along, and along the prolongation of said chain link fence 227.48 feet to the Westerly line of that certain survey performed by Larsen Malmquist and recorded at the Utah County Surveyors office as Survey 98-111; thence South 00°00'19" East along said survey line 132.39 feet (132.07 feet by record) to the Southwest corner of said survey; thence North 89°59'41" East along the South line of said survey 256.47 feet to the Westerly line of State Street as described on said survey; thence South 18°29'40" East along said highway 352.04 feet to a point of curvature; thence Southwesterly 38.09 feet along arc of a 20.00 foot radius curve to the right through a central angle of 109°06'38" (chord bears South 36°03'39" West 32.59 feet) to a point of tangency; thence North 89°23'02" West 550.65 feet along the Northerly line of 1500 South Street as described on said Green Thumb Subdivision plat (North 89°10'00" West 555.00 feet by record) to a point of curvature; thence Northwesterly 30.95 feet along the arc of a 20.00 foot radius curve to the right through a central angle of 88°40'00" (chord bears North 45°03'02" West 27.95 feet) to a point of tangency; thence North 00°43'02" West along said Easterly line of 400 East Street 52.72 feet to the true point of beginning.

19-017-0027, 19-017-0022, 19-017-0036, 19-017-0021, 19-017-0033, 19-017-0035, 19-017-0023 and 40-039-0029

**Exhibit B**

(Legal Description of Moss Property)

Commencing at a point in the West boundary of U.S. Highway 91, Orem, Utah, said point being 1479.96 feet South and 493.15 feet East from the North quarter corner of Section 26, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 89°33'17" West along a fence line 321.26 feet; thence North 08°00' West 129.78 feet; thence South 89°19'17" East along the South boundary of 1400 South Street, Orem, Utah, 300.00 feet; thence South 17°08'43" East along the West boundary of said U.S. Highway 91, 133.40 feet to the point of beginning.

Parcel Nos. 19-017-0025 and 19-017-0047

**Exhibit C**

(Legal Description of New Boundary Line)

BEGINNING AT A POINT ON AN EXISTING FENCE LINE, SAID POINT BEING LOCATED NORTH 00°36'58" WEST ALONG SECTION LINE 1173.11 FEET AND EAST 39.49 FEET FROM THE CENTER OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN (BASIS OF BEARING IS NORTH 89°23'02" WEST BETWEEN THE CENTER AND EAST QUARTER CORNERS OF SAID SECTION); AND RUNNING THENCE SOUTH 89°28'18" EAST ALONG SAID FENCE LINE 235.31 FEET; THENCE SOUTH 00°31'42" WEST 3.71 FEET; THENCE NORTH 89°01'29" EAST TO AND ALONG THE MIDDLE OF AN EXISTING CONCRETE RETAINING WALL 104.02 FEET; THENCE NORTH 89°47'48" EAST ALONG SAID RETAINING WALL AND ITS EXTENSION 100.96 FEET TO THE WEST LINE OF STATE STREET.



