When Recorded mail to: Michael Carlson 10653220 3/23/2009 8:24:00 AM \$17.00 Book - 9700 Pg - 1907-1910 Gary W. Ott Recorder, Salt Lake County, UT SUTHERLAND TITLE BY: eCASH, DEPUTY - EF 4 P.

BOUNDARY LINE AGREEMENT

This Boundary Line Agreement is made this \(\frac{1}{8} \) day of March, 2009, by and between MICHAEL CARLSON (hereinafter referred to as CARLSON) and K. GLYNN ARNOLD and DOREEN K. ARNOLD, husband and wife (hereinafter referred to as ARNOLD).

Recitals:

Whereas, CARLSON is the owner in fee simple of the following described tract(s) of land located in Salt Lake County, State of Utah, described as follows:

Beginning at a point 659.577 feet North 89°43'53" East and 1062.971 feet South 0°05'35" West from the Northwest corner of Section 11, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 0°05'35" West 121.4656 feet; thence North 89°36'28" East 127.669 feet; thence North 0°05'35" East 121.466 feet; thence South 89°51'12" West 127.665 feet to the point of beginning.

Tax Parcel No.: 28-11-104-016

Whereas, ARNOLD is the owner in fee simple of the following described tract of land located in Salt Lake County, State of Utah, described as follows:

Beginning at a point 659.577 feet North 89°43'53" East and 941.377 feet South 0°05'35" West from the Northwest corner of Section 11, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 0°05'35" West 121.594 feet; thence North 89°36'28" East 127.669 feet; thence North 0°05'35" East 121.048 feet; thence South 89°51'12" West 127.665 feet to the point of beginning.

Tax Parcel No.: 28-11-104-015

Whereas, doubt and/or uncertainty has arisen as to the exact location of the lines of the common boundaries of the properties. CARLSON and ARNOLD desire to establish the exact boundary lines of their respective properties.

Whereas, CARLSON has caused the property lines to be surveyed.

Whereas, CARLSON and ARNOLD agree to execute, acknowledge, and cause to be recorded this Boundary Line Agreement based upon said survey line.

NOW THERFORE, for such purposes and in consideration of the mutual promises and covenants contained herein and in consideration of which this Boundary Line Agreement is a part, the parties hereto agree as follows:

1. BOUNDARY AGREEMENT: CARLSON and ARNOLD agree that the surveyed boundary line described below, prepared by ENSIGN ENGINEERING, by KEITH RUSSELL, a Registered Land Surveyor holding License No. 6260, correctly defines and establishes the actual boundary line between their respective properties, to wit:

See attached Exhibit "A" attached hereto and made a part hereof.

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- 2. CONVEYANCE: a) ARNOLD hereby quit claims to CARLSON all property that is located South of the line boundary line described in Exhibit "A" attached hereto, and b) CARLSON hereby quit claims to ARNOLD all property that is located North of the line boundary line described in Exhibit "A" attached hereto.
- 3. SUCCESSORS AND ASSIGNS. This Boundary Line Agreement shall be binding upon and inure to the benefit of CARLSON and ARNOLD and their respective successors and assigns.

EXECUTED the day and year first above written.

MICHAEL CARLSON

GLYNN ARMOLD

DOREEN K. ARNOLD

STATE OF

Utah

COUNTY OF

Salt Lake

Salt Dake

On March \(\frac{1}{2} \), 2009, personally appeared before me MICHAEL CARLSON, the signer(s) of the above instrument, who duly acknowledged to me that he executed the same.

My commission expires. Witness my hand and official seal.

Notary Public:

Notary Public
NIKKI L. HUIZENGA
Commission #579408
My Commission Expires
October 20, 2012
State of Utah

STATE OF

Utah

COUNTY OF

Salt Lake

On March \(\breve{\chi} \), 2009, personally appeared before me K. GLYNN ARNOLD and DOREEN K. ARNOLD, the signer(s) of the above instrument, who duly acknowledged to me that they executed the same.

My commission expires. Witness my hand and official seal.

Notary Public:

Notary Public
NIKKI L. HUIZENGA
Commission #576408
My Commission Expires
October 20, 2012
State of Utah

Exhibit "A"

BOUNDARY LINE AGREEMENT

A BOUNDARY LINE LOCATED IN THE NORTHWEST CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. SANDY CITY, UTAH.

AN MUTUAL AGREEMENT BETWEEN THE NORTH LINE OF 9571 SOUTH DEER RUN DRIVE (TAX # 28-11-104-016). AND THE SOUTH LINE OF PARCEL # 28-11-104-015).

BEGINNING AT A POINT 659.58 FEET NORTH 89°43'53" EAST AND 1062.97 FEET SOUTH 00°05'35" WEST FROM THE NORTHWEST CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°51'12" EAST 127.67 FEET ALONG THE SAID AGREED BOUNDAY LINE TO THE POINT OF TERMINUS, SAID POINT BEING A ½ INCH REBAR AND CAP SET BY KEITH RUSSELL, PLS #6260, ENSIGN ENGINEERING.

AS PER EXHIBIT "A" (ATTACHED DRAWING)

