

BOUNDARY LINE AGREEMENT

AGREEMENT made ~~March~~ ^{JUNE} 30, 2016, between DAVID LARRY LARSEN, AS TRUSTEE OR HIS SUCCESSOR TRUSTEE OF THE DAVID LARRY LARSEN TRUST, dated August 26, 2011 and JILL HEMINGWAY LARSEN, AS TRUSTEE OR HER SUCCESSOR TRUSTEES OF THE JILL HEMINGWAY LARSEN TRUST, dated August 26, 2011, party of the first part herein and JAMES M. BURGESS and MOANA A. BURGESS, parties of the second part herein, for the purpose of fixing and determining the boundary and division line between adjoining parcels of land owned by said parties.

WHEREAS DAVID LARRY LARSEN, AS TRUSTEE OR HIS SUCCESSOR TRUSTEE OF THE DAVID LARRY LARSEN TRUST, dated August 26, 2011 and JILL HEMINGWAY LARSEN, AS TRUSTEE OR HER SUCCESSOR TRUSTEES OF THE JILL HEMINGWAY LARSEN TRUST, dated August 26, 2011, party of the first part, is in possession of a parcel of land lying North of the following described boundary which has been surveyed by a registered land surveyor to-wit:

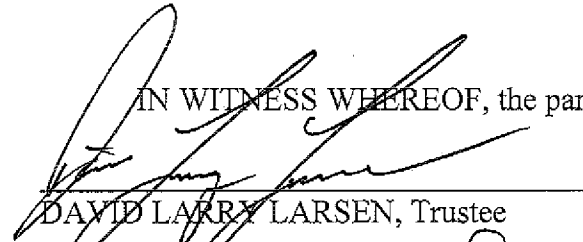
Commencing at a point in a fence line 1.0 foot behind the existing sidewalk along Main Street, Alpine which is located North 132.65 feet from the Northeast Corner of Lot 8, Block 2, Plat "A" Alpine city Survey of Building Lots (said point of beginning also being located North 89°57'31" East along the section line 1433.37 feet and North 1033.70 from the South one-quarter Corner of Section 24, Township 4 South, Range 1 East, Salt Lake Base and Meridian); thence along a long standing existing fence line as follows: South 89°34'17" West 70.79 feet, South 89°41'16" West 100.40 feet, North 89°30' West 66.83 feet, North 88°20'05" West 67.25 feet, North 89°15'41" West 158.31 feet to a fence corner on the east side 100 West Street, Alpine.

WHEREAS, the parties of the second part are in possession of a certain parcel of land lying immediately South of the boundary line described above.

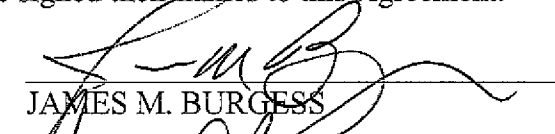
THE PARTIES AGREE that the established boundary line, as the same now exists shall constitute the boundary and division line between the parcels of land in the possession of the parties hereto, and each of the said parties hereby recognizes and agrees that the other party is the legal owner up to said boundary line 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 acknowledged by DAVID LARRY LARSEN, AS TRUSTEE OR HIS SUCCESSOR TRUSTEE OF THE DAVID LARRY LARSEN TRUST, dated August 26, 2011 and JILL HEMINGWAY LARSEN, AS TRUSTEE OR HER SUCCESSOR TRUSTEES OF THE JILL HEMINGWAY LARSEN TRUST, dated August 26, 2011, party of the first part, hereby remise, release and forever quit claim to the aforesaid parties of the second part any and all title and interest which they may have in and to all lands in the possession of each said parties of the second part, adjoining and lying to the South of the boundary line above described, and for value received, the receipt of which is acknowledged the said parties of the second part hereby remise, release, and forever quit claim to DAVID LARRY LARSEN, AS TRUSTEE OR HIS SUCCESSOR TRUSTEE OF THE DAVID LARRY LARSEN TRUST, dated August 26, 2011 and JILL HEMINGWAY LARSEN, AS TRUSTEE OR HER SUCCESSOR TRUSTEES OF THE JILL HEMINGWAY LARSEN TRUST, dated August 26, 2011, party of the first part herein, any and all right, title and interest which said parties of the second part may have in and to all land in the possession of each said parties of the first part, adjoining and lying to the North of the aforescribed boundary line.

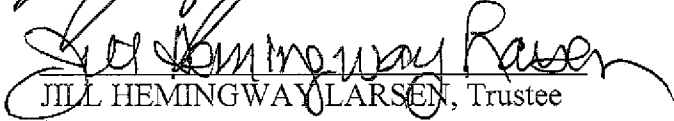
IN WITNESS WHEREOF, the parties have signed their names to this Agreement.



DAVID LARRY LARSEN, Trustee



JAMES M. BURGESS



JILL HEMINGWAY LARSEN, Trustee



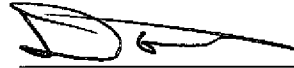
MOANA A. BURGESS

State of Utah)

: ss.

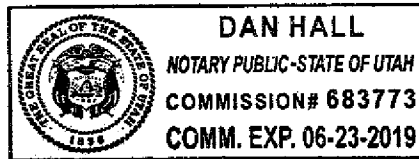
County of Utah)

On the 1 day of ~~March~~ ^{JULY}, A. D. 2016, personally appeared before me DAVID LARRY LARSEN, AS TRUSTEE OR HIS SUCCESSOR TRUSTEE OF THE DAVID LARRY LARSEN TRUST, dated August 26, 2011 and JILL HEMINGWAY LARSEN, AS TRUSTEE OR HER SUCCESSOR TRUSTEES OF THE JILL HEMINGWAY LARSEN TRUST, dated August 26, 2011, the signer of the within instrument, who duly acknowledged to me that he executed the same.



Notary Public
Residing at: ORF&M, UT

My Commission expires:

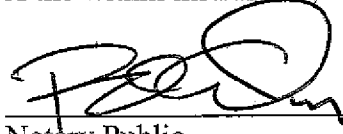


State of Utah)

: ss.

County of Utah)

On the 30 day of ~~March~~ ^{JUNE}, A. D. 2016, personally appeared before me JAMES M. BURGESS and MOANA A. BURGESS, the signer of the within instrument, who duly acknowledged to me that he executed the same.



Notary Public
Residing at:

My Commission expires:

