

WHEN RECORDED, MAIL TO:  
 Benchmark Engineering  
 9130 South State Suite 100  
 Sandy, Utah 84070

10851794  
 12/4/2009 10:52:00 AM \$14.00  
 Book - 9785 Pg - 5307-5309  
 Gary W. Ott  
 Recorder, Salt Lake County, UT  
 MERIDIAN TITLE  
 BY: eCASH, DEPUTY - EF 3 P.

Parcel No. 21-01-376-012 & 21-12-126-002 & 21-12-126-001

## **BOUNDARY LINE AGREEMENT**

This Agreement made as of the 21 day of Aug, 2009, by and between **Leslie M. & Betty J. Petersen** (hereinafter called "Owner 1") and **KRC Investments LLC** (Richard M. Gowers), hereinafter called "Owner 2".

The purpose of this "Boundary Line Agreement" is to agree and establish a certain line as the new boundary line between the parcels notwithstanding the previously recorded deeds of Parcel No. 21-01-376-012 & 21-12-126-002 (Leslie M. & Betty J. Petersen) and 21-12-126-001 KRC Investments (Richard M. Gowers).

(Boundary Line Description - see Exhibit "A")

WHEREAS, Owner 1, as defined by the warranty deed as shown in Entry # 4882105, in Book 6198, at Pages 1011-1012, dated February 14, 1990, recorded at the Salt Lake County Recorders office, hereby agrees on the common line set forth, more particularly described in Exhibit "A" and Owner 2, as defined by special warranty deed as Entry # 9714281, in Book 9290, at Pages 477-478, dated May 4, 2006, recorded at the Salt Lake County Recorder's office, hereby agrees on the common line set forth as described in Exhibit "A".

WHEREAS, Owner 2, KRC Investments LLC, Herby Quit-Claims to Leslie M. & Betty J. Petersen as joint tenants the property as described in exhibit "A".

WHEREAS, Owner 1 and Owner 2, now desire to document their agreements with respect to the boundary between their properties.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

The parties agree that the boundary between their respective properties shall be the current boundary as revealed by survey performed by Benchmark Engineering & Land Surveying. TO HAVE AND TO HOLD said boundary to the respective parties, for the benefit of themselves, and their heirs, executors, legal representatives, successors and assigns.

AND IN CONSIDERATION of the mutual grants and agreements herein it is further mutually agreed that the boundary shall not be removed by either party without first obtaining the written consent and approval of the other party.

The conveyances and covenants herein contained shall be binding upon and shall endure to the benefit of the respective parties hereto, and their heirs, executors, legal representatives, successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands as of the day and year first above written.

OWNER 1: **Leslie M. Peterson**

By: *Leslie M. Peterson*  
Leslie M. Peterson

OWNER 1: **Betty J. Peterson**

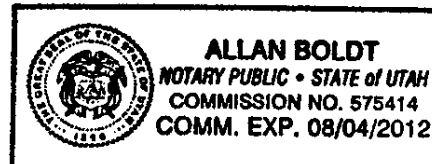
By: *Betty J. Peterson*  
Betty J. Peterson

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

On this 21 day of Aug, 2009, personally appeared before me, Betty J. Peterson Leslie M. Peterson,  
signer of the foregoing instrument, who duly acknowledge to me that they executed the same.

Notary Public

*Allan Boldt*



Residing at \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, personally appeared before me, **Leslie M. & Betty J. Peterson** and signer(s) of the foregoing instrument, who duly acknowledge to me that they executed the same.

OWNER 2: **KRC Investments LLC**

By: *Richard M. Gowers*  
Pres. General Owner: Richard M. Gowers

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

On this 19 day of August, 2009, personally appeared before me, Richard M. Gowers  
signer of the foregoing instrument, who duly acknowledge to me that he/she executed the same.

Notary Public

*Diane D. Grambow*

Residing at \_\_\_\_\_



On this 19 day of August, 2009, personally appeared before me, **KRC Investments LLC (Richard M. Gowers)** and signer(s) of the foregoing instrument, who duly acknowledge to me that he/she executed the same.

## EXHIBIT "A"

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 12, AND SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BY WAY OF BOUNDARY LINE AGREEMENT, REDEFINING TWO PARCELS OF LAND, 1) PARCEL NO. 21-01-376-012, 2) PARCEL NO. 21-12-126-002 IN THAT CERTAIN WARRANTY DEED (LESLIE M. & BETTY J. PETERSEN) DATED FEBRUARY 14, 1990 AS ENTRY 4882105, IN BOOK 6198, AT PAGE 1011-1012, BASIS OF BEARINGS SOUTH 89°23'22" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, AS SHOWN IN THAT CERTAIN BOUNDARY LINE AGREEMENT SURVEY PERFORMED BY BENCHMARK ENGINEERING AND LAND SURVEYING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF 4800 SOUTH STREET (33-FOOT HALF WIDTH), SAID POINT BEING SOUTH 89°23'22" WEST 1,049.12 FEET ALONG SAID SECTION LINE AND SOUTH 00°29'07" EAST 93.52 FEET FROM THE SOUTH QUARTER OF SAID SECTION, SAID POINT ALSO BEING DESCRIBED AS WEST 12.90 CHAINS (851.40 FEET) AND NORTH 89°50'00" WEST 216.30 FEET AND SOUTH 1.8 CHAINS (118.80 FEET) FROM THE SOUTH QUARTER OF SAID SECTION, AND RUNNING: THENCE NORTH 89°34'58" WEST 143.67 FEET ALONG SAID STREET; THENCE NORTH 00°21'50" WEST 269.90 FEET TO A POINT ON AN EXISTING OLD WIRE FENCE; THENCE SOUTH 86°31'09" EAST 88.59 FEET ALONG SAID FENCE TO AN ANGLE POINT IN SAID FENCE; THENCE SOUTH 00°12'38" WEST 140.12 FEET ALONG SAID FENCE AND LINE EXTENDED TO A PROJECTED INTERSECTION POINT OF A EAST WEST CHAINLINK FENCE; THENCE SOUTH 89°26'09" EAST 56.42 FEET TO AND ALONG SAID CHAIN LINK FENCE TO AN ANGLE POINT IN SAID FENCE; THENCE SOUTH 00°29'07" EAST 124.89 FEET ALONG SAID FENCE AND LINE EXTENDED TO THE POINT OF BEGINNING.

CONTAINS 0.699 ACRE, MORE OR LESS.