

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

10851795
12/4/2009 10:52:00 AM \$14.00
Book - 9785 Pg - 5310-5312
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 & 21-01-376-014

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 **Philip M. & Deanna J. Hoyt** (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 21-01-376-014 (Philip M. & Deanna J. Hoyt).

(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 warranty deed as Entry # 9714281, in Book 9147, at Pages 1368-1370, dated, June 20, 2005, recorded at the Salt Lake County Recorders office, hereby agrees on the common line set forth as described in Exhibit "A".

WHEREAS, Owner 2, Philip M. & Deanna J. Hoyt, 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 inure 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. Petersen

By:

Leslie M. Petersen

OWNER 1: Betty J. Petersen

By:

Betty J. Petersen

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

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

Notary Public

Residing at _____



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

OWNER 2: Philip M. Hoyt

By:

Philip M. Hoyt

OWNER 2: Deanna J. Hoyt

By:

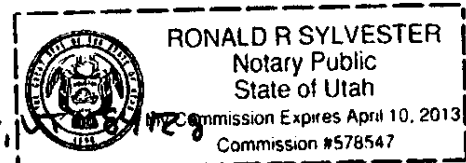
Deanna J. Hoyt

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

On this 15th day of July, 2009, personally appeared before me, Ronald Sylvester signer of the foregoing instrument, who duly acknowledge to me that they executed the same.

~~Notary Public~~

Residing at 3948 S. Centadora Cir West Valley



On this 15th day of July, 2009, personally appeared before me, **Philip M. Deanna J. Hoyt**, signer(s) of the foregoing instrument, who duly acknowledge to me that they 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.