

16288

11897

BOUNDARY LINE AGREEMENT

RECORDED AT THE RECORDER'S OFFICE
UTAH COUNTY, UTAH
CERTIFIED COPIED
PHOTOGRAPHED
APR 23 1994

1994 APR 23 AM 9:47

11897

AGREEMENT made APR 16, 1984, between MICHAEL J. KOPINSKY and NORENE F. KOPINSKY parties of the first part herein and MAX A. EGGERISEN and PATRICIA F. EGGERISEN 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 the said parties, which boundary line is now uncertain because of discrepancies between the established fence line and the record title.

WHEREAS MICHAEL J. KOPINSKY and NORENE F. KOPINSKY parties of the first part, are in possession of a parcel of land which has been surveyed by a registered land surveyor and described by said fence-line survey as follows, to-wit:

Beginning at a point on the Southerly side of Main Street, Lehi, Utah, which point is South 1632.02 feet and East 227.72 feet (based on the Utah State Coordinate System, Central Zone, and data published by the Utah County Surveyor as of October 23, 1979) from the North quarter corner of Section 17, Township 5 South, Range 1 East, Salt Lake Base and Meridian. Thence South 01 deg. 11' 26" East 158.55 feet; thence South 89 deg. 37' 16" West 119.78 feet to a fence line; thence North 15 deg. 42' 15" East along said fence line and extension thereof 165.48 feet to the Southerly side of said street; thence North 89 deg. 59' 40" East along the Southerly side of said street 71.69 feet to the point of beginning.

WHEREAS, the parties of the second part are in possession of certain parcels of land adjoining the parcel above described and lying immediately adjacent to the fence line of the same; and

WHEREAS, the hereinabove described fence line separates the parcels of land and constitutes a boundary and division line between the same that has long been recognized by the parties hereto and their predecessors in title as the boundary and division lines between their said parcels of land.

THE PARTIES AGREE that the established fence 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 fence 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.

BOOK 2130 PAGE 2137

Pursuant to the foregoing stipulations and for value received the receipt of which is acknowledged by MICHAEL J. KOPINSKY and NORENE F. KOPINSKY parties of the first part, hereby remise, release and forever quit claim to the aforesaid parties of the second part 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 adjacent to said fence lines 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 MICHAEL J. KOPINSKY and NORENE F. KOPINSKY parties 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 MICHAEL J. KOPINSKY and NORENE F. KOPINSKY lying within the boundaries of the aforescribed fence lines, being the parcel of land in possession of MICHAEL J. KOPINSKY and NORENE F. KOPINSKY hereinabove described.

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

Michael J. Kopinsky
(Michael J. Kopinsky)

Norene F. Kopinsky
(Norene F. Kopinsky)

Max A. Eggertsen
(Max A. Eggertsen)

Patricia F. Eggertsen
(Patricia F. Eggertsen)

STATE OF UTAH)
ss
County of Utah)

On the 10 day of April A.D. 1984, personally appeared before me MICHAEL J. KOPINSKY, NORENE F. KOPINSKY, MAX A. EGGERSEN and PATRICIA F. EGGERSEN, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Mark H. Hunter
Notary Public

Commission expires: 9-7-85
Residing in: Provo, Utah

11897

BOOK 2130 PAGE 298