

T-53968

**When recorded, please return to:**

Armstrong Law Offices, P.C.  
Attn: Matthew V. Hess, Esq.  
50 West 300 South, Suite 150  
Salt Lake City, Utah 84101

pt. 08-052-0130, PT 08-052-0216, PT 08-051-0167

BOUNDARY LINE AGREEMENT

This BOUNDARY LINE AGREEMENT (this "Agreement") is made this 31<sup>st</sup> day of December, 2008 (the "Effective Date"), by and between Mary N. Larsen, as Surviving Trustee of the Dean S. Larsen and Mary N. Larsen Family Trust dated February 3, 1989 ("**Larsen**"), and Rodney L. Hess and Jon I. Hess, as Successor Co-Trustees of the Florence S. Hess Trust u/a/d May 25, 1982, ("**FSH Trust**").

A. Larsen is owner of that certain parcel of real property in Farmington City, Davis County, State of Utah, more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "**Larsen Parcel**").

B. FSH Trust is owner of those certain parcels of real property in Farmington City, Davis County, State of Utah, more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "**FSH Parcel**").

C. The Larsen Parcel and the Hess Parcel are adjacent and contain certain boundary line discrepancies.

D. Larsen and FSH Trust desire to adjust the property lines of their respective parcels in order to resolve the boundary line discrepancies, as further set forth herein.

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

1. Adjustment to Boundary Line. Larsen and FSH Trust, for themselves, their beneficiaries, heirs, successors, and assigns, hereby adjust the adjacent boundary lines between the Larsen Parcel, on the one side, and the FSH Parcel, on the other side, such that from and after the date of this Agreement, the south boundary of the Larsen Parcel and the north boundary of the FSH Parcel shall be revised as more particularly described on Exhibit C attached hereto and incorporated herein by reference (the "**Revised Common Boundary Line**").

2. Conveyance of Property. Larsen hereby quitclaims to FSH Trust any and all real property lying to the north of the Revised Common Boundary Line, and FSH Trust hereby quitclaims to Larsen, any and all real property lying to the south of the Revised Common Boundary

Line.

3. Other Agreements. The parties further agree as follows:

- (a) At the date of this Agreement the historic common fence between the Larsen Parcel and the FSH Parcel is not located on the Revised Common Boundary Line. The parties hereby waive any claim that such fence constitutes the legal boundary between the Larsen Parcel and the FSH Parcel, including any claim under the "boundary by acquiescence" doctrine. Without notice either party may relocate all or any portion of the fence to the Revised Common Boundary Line.
- (b) Until the time such fence is relocated, the party occupying and using the land located between such fence and the Revised Common Boundary Line shall be responsible for covering such area under that party's policy of casualty and liability insurance.
- (c) Until the time such fence is relocated, the party occupying and using the land located between such fence and the Revised Common Boundary Line shall not assert and hereby waives all claims to such land as a so-called "protective strip" between the Larsen Parcel and the Hess Parcel.
- (d) Until the time such fence is relocated, the party owning fee simple title to the land located between such fence and the Revised Common Boundary Line as provided above in this Agreement may require the party occupying and using such land to immediately cease such occupancy and use.

4. Compliance with Law. Pursuant to Utah Code Ann. § 10-9a-103(36), the adjustment of the boundary line effected hereunder does not constitute a subdivision of real property.

5. Miscellaneous. This Agreement contains all of the terms, covenants, conditions, and agreements between the parties hereto with respect to the subject matters treated herein. This Agreement may not be amended or supplemented except through a writing executed by all parties. This Agreement concerns real property located in the State of Utah and shall be governed by and construed in accordance with the laws of the State of Utah. The terms, covenants and conditions herein contained shall be binding upon and inure to the benefit of the heirs, successors, transferees and assigns of the parties. The rights and obligations provided under this Agreement shall continue indefinitely, shall run with the land, and shall terminate only upon written agreement of both the parties or their respective successors in title.

IN WITNESS WHEREOF the parties have executed this Boundary Line Agreement on the dates indicated below, to be effective as of the date last signed.

Dean S. Larsen and Mary N. Larsen Family Trust  
dated February 3, 1989

Date

Mary N. Larsen, Surviving Trustee

Florence S. Trust u/a/d May 25, 1982

12-30-08

Date

Rodney L. Hess, Successor Co-Trustee

1-3-09

Date

Jon I. Hess, Successor Co-Trustee

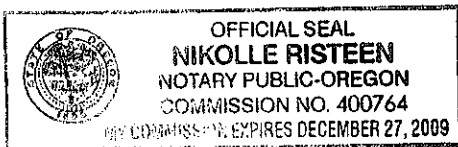
STATE OF UTAH )  
 : ss.  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of December, 2008, by Mary N. Larsen, as Surviving Trustee of the Dean S. Larsen and Mary N. Larsen Family Trust dated February 3, 1989.

Notary Public

STATE OF Oregon )  
 : ss.  
 COUNTY OF Union )

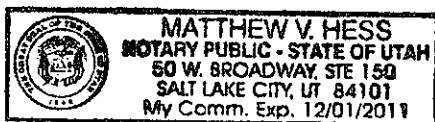
The foregoing instrument was acknowledged before me this 30 day of <sup>December</sup> ~~September~~, 2008, by Rodney L. Hess, as Successor Co-Trustee of the Florence S. Hess Trust u/a/d May 25, 1982.



Nikolle Risteen  
 Notary Public

STATE OF UTAH )  
 : ss.  
 COUNTY OF DAVIS )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of <sup>January</sup> ~~September~~, 2008, by Jon I. Hess, as Successor Co-Trustee of the Florence S. Hess Trust u/a/d May 25, 1982.



Matthew V. Hess  
 Notary Public

1/12/09  
Date

Mary N. Larsen  
Mary N. Larsen, Surviving Trustee

Florence S. Hess Trust u/a/d May 25, 1982

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rodney L. Hess, Successor Co-Trustee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jon I. Hess, Successor Co-Trustee

STATE OF UTAH )  
 ) : SS.  
COUNTY OF Davis )



<sup>2009</sup> The foregoing instrument was acknowledged before me this 12 day of <sup>January</sup> ~~December~~, 2008, by Mary N. Larsen, as Surviving Trustee of the Dean S. Larsen and Mary N. Larsen Family Trust dated February 3, 1989.

Terri A. Johnson  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) : SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of September, 2008, by Rodney L. Hess, as Successor Co-Trustee of the Florence S. Hess Trust u/a/d May 25, 1982.

\_\_\_\_\_  
Notary Public

STATE OF UTAH )  
 ) : SS.  
COUNTY OF DAVIS )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of September, 2008, by Jon I. Hess, as Successor Co-Trustee of the Florence S. Hess Trust u/a/d May 25, 1982.

Exhibit A  
to  
Boundary Line Agreement

(Legal Description of the Larsen Original Parcel)

Real property situated in Davis County, Utah, more particularly described as follows:

*Beginning on the Westerly line of a road at a point 9.6 chains North and North 88°15' East 17.85 chains to the Westerly line of said road and North 22°45' West 438.86 feet along said road from the center of Section 13, Township 3 north, Range 1 West, Salt Lake Base and Meridian and running thence North 22°45' West 125.0 feet along said road; thence South 88°15' West 717.99 feet; thence South 16°04'20" West 18.82 feet; thence South 2° West 99 feet; thence North 88°15' East 775.02 feet to the point of beginning.*

APN: 08-052-0130

Exhibit B  
to  
Boundary Line Agreement

(Legal Description of the FSH Parcel)

Real property situated in Davis County, Utah, more particularly described as follows:

PARCEL 1:

*Beginning at a point 9.6 chains North of the center of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 88°15' East 17.85 chains to the Westerly line of a road; thence North 22°45' West 180.0 feet along said road; thence South 88°15' West 100.0 feet; thence North 22°45' West 75.0 feet; thence North 88°15' East 100.0 feet to said road; thence North 22°45' West 183.66 feet along said road; thence South 88°15' West 1370.02 feet; thence South 2° West 156.0 feet thence South 88°15' West 671.88 feet, more or less, to the Easterly line of a Highway; thence South 21°21' East 266.43 feet along said Highway to the South line of the grantor's land; thence Easterly 14.14 chains, more or less, along the South line of said property to the point of beginning.*

APN: 08-052-0056

08-052-0216

LESS AND EXCEPTING the following tracts:

*Beginning on the West line of a Highway at a point 9.60 chains North and North 88°15' East 17.85 chains, more or less, from the Southwest Corner of the Northeast Quarter of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian, in the City of Farmington, and running thence North 22°45' West 80.0 feet along said Highway; thence South 88°15' West 100.0 feet; thence South 22°45' East 80.0 feet parallel to said highway; thence North 88°15' East 100.0 feet to the point of beginning.*

APN: 08-052-0012

*Beginning 9.60 chains North from the center of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian; thence West 14.14 chains, more or less, to the Easterly line of Highway; thence North 21°21' West 266.43 feet along said Highway; thence North 88°15' East 671.88 feet; thence North 2° East 156 feet; thence North 88°15' East 660.52 feet, more or less, to the Westerly line of Farmington City limits; thence Southeasterly along said Westerly boundary line to a point due East of beginning; thence West 7.10 chains, more or less, to the point of beginning.*

APN: 08-051-0167

*Beginning at a point North 89°06'42" East 921.915 feet along the south line of the Northeast Quarter of Section 13 and North 643.272 feet from the Center of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian; and running thence North 21°14'44" West 86.036 feet along an old fence; thence North 77°23'51" East 251.697 feet to the westerly right-of-way line of Utah State Road No. 106, a sixty-six foot wide road; thence South 22°12'15" East 95.338 feet along said right-of-way line; thence Southeasterly 44.728 feet along said right -of-way, a 1,465.69 foot radius curve to the left (delta equals 01°44'55", and long chord bears South 23°04'42" East 44.727 feet); thence South 88°47'02" West 268.078 feet along an old fence to the point of beginning. Containing 28,162 square feet, or .64651 acres, more or less.*

A part of APN 08-052-0012

*Beginning at a point North 89°06'42" East 921.915 feet along the south line of the Northeast Quarter of Section 13 and North 643.272 feet and North 21°14'44" West 86.036 feet along an old fence from the Center of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian; and running thence North 21°14'44" West 125.000 feet along an old fence; thence North 77°28'25" East 249.632 feet along an old fence to the westerly right-of-way line of Utah State Road No. 106, a sixty-six foot wide road; thence South 22°12'15" East 125.000 feet along said right-of-way line; thence South 77°23'51" West 251.697 feet to the point of beginning. Containing 30,932 square feet, or .71010 acres, more or less.*

A part of APN 08-052-0011

PARCEL 2:

*Beginning 9.60 chains North from the center of Section 13, Township 3 North, Range 1 West, Salt Lake Base and meridian; thence West 14.14 chains, more or less, to the Easterly line of Highway; thence North 21°21' West 266.43 feet along said Highway; thence North 88°15' East 671.88 feet; thence North 2° East 156 feet; thence North 88°15' East 660.52 feet, more or less, to the Westerly line of Farmington City limits; thence Southeasterly along said Westerly boundary line to point due East of beginning; thence West 7.10 chains, more or less, to the point of beginning.*

APN: 08-051-0167

LESS AND EXCEPTING the following tracts:

Exception Tract # 1.

*Beginning on the West line of a road at a point 9.60 chains North and North 88°15' East 17.85 chains to said road and North 22°45' West 438.86 feet from the center of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 22°45' West 391.52 feet along said road; thence South 67°17' West 181.50 feet; thence North 22°43' West 157.75 feet; thence West 964.99 feet to a point 17.12 chains South and 5.03 chains West of the North Quarter Corner of said Section 13; thence South 2° West 417.12 feet to a point 23.42 chains South and 5.32*

*chains West of said North Quarter Corner; thence West 765.6 feet, more or less, to the Easterly line of a Highway; thence South 21°21' East 227.91 feet, more or less, along said Highway to a point South 88°15' West 1370.02 feet and South 2° West 156.0 feet and South 88°15' West 671.88 feet, more or less, from the point of beginning; thence North 88°15' East 671.88 feet, more or less; thence North 2° East 156.0 feet; thence north 88°15' East 1370.02 feet to the point of beginning.*

Exception Tract # 2.

*A parcel in fee for the widening of an expressway State Route 89 known as Project No. 0067, being part of an entire tract of property, situate in the SE1/4NW1/4 of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:*

*Beginning in the Easterly highway right of way and limited access line of said existing expressway at the Southwest Corner of said entire tract, which point is 193.129 meters (633.63 feet) North 0°07'38" East along the Quarter Section line and 287.606 meters (943.59 feet by measurement, 933.24 feet by record) South 89°31'23" West (deed or record West) from the center of said Section 13 as monumented with a county Brass Cap; and running thence North 21°24'40" West (deed or record North 21°21' West) 82.840 meters (271.78 feet by measurement, 266.43 by record) along said Easterly highway right of way and limited-access line to the Northerly boundary line of said entire tract; thence North 89°04'02" East (deed or record North 88°15' East) 19.465 meters (63.86 feet) along said Northerly boundary line; thence South 24°42' East 24.042 meters (78.88 feet) to a point of tangency with a 1509.848 meters (4953.57 feet) radius curve to the right; thence Southerly 60.444 meters (189.31 feet) along the arc of said curve to the Southerly boundary line of said entire tract (North: Chord to said curve bears South 23°33'22" East for a distance of 60.440 meters (198.29 feet)); thence South 89°31'23" West (deed of record West) 23.429 meters (76.87 feet) along said Southerly boundary line to the point of beginning as shown on the Official Map of said project on file in the Office of the Utah Department of Transportation.*

Exception Tract # 3.

*Beginning at a point South 89°45'50" West 352.89 feet and South 1761.66 feet from the North Quarter Corner of Section 13, Township 3 North, Range 1 West, Salt Lake Meridian, and running thence South 3°29'52" West 35.0 feet; thence North 86°30'08" West 30 feet; thence North 3°29'52" East 34.88 feet; thence South 86°43'53" East 30 feet to the point of beginning.*



Exhibit C  
to  
Boundary Line Agreement

(Legal Description of the Revised Common Boundary Line)

Real property situated in Davis County, Utah, more particularly described as follows:

*Beginning on the Westerly line of a road at a point 9.6 chains North and North 88°15' East 17.85 chains to the Westerly line of said road and North 22°45' West 438.86 feet along said road from the center of Section 13, Township 3 north, Range 1 West, Salt Lake Base and Meridian and running thence South 88°15' West 775.02 feet.*