ENT 27638:2019 PG 1 of 7
Jeffery Smith
Utah County Recorder
2019 Apr 03 04:26 PM FEE 24.00 BY MG
RECORDED FOR Wasatch Land & Title
ELECTRONICALLY RECORDED

When Recorded Mail To: Frank Chris Nelson 725 East 9600 South Salem, Utah 84653

#### **BOUNDARY LINE AGREEMENT**

This BOUNDARY LINE AGREEMENT (this "Agreement"), is entered into as of the day of March, 2019 by and between FTN FARMS, LLC, of 725 East 9600 South, Salem, Utah 84653; and Frank Chris Nelson and Sally S. Nelson, of 725 East 9600 South, Salem, Utah 84653.

#### RECITALS

- A. FTN Farms("FTN") owns parcel 29-050-0109 situated in Utah County, Utah and described in Exhibit "A" ("Parcel 1").
- B. Frank Chris Nelson and Sally S. Nelson ("Nelson") own a residential parcel known as 29-050-0053, situated in Utah County and described in Exhibit "B" ("Parcel 2").
- C. Without effectuating a subdivision or creating any new parcels, FTN and Nelson desire to adjust the common boundary lines between the Existing Parcels, subject to the terms and conditions of this Agreement.

#### TERMS AND CONDITIONS

NOW THEREFORE. for \$10 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual covenants and promises hereinafter set forth, FTN, in its capacity as the owner Parcel 1 and Nelson, as owner of Parcel 2, agree as follows:

- 1. <u>Recitals</u>. The above Recitals are incorporated herein by this reference.
- 2. <u>Reconfiguration of the Existing, Parcels</u>. FTN hereby and Nelson agree to reconfigure their adjoining parcels according to the legal description in Exhibit "C".
- 3. <u>Conveyance of Title</u>. FTN FARMS, LLC hereby quitclaims to Frank Chris Nelson and Sally S. Nelson, as joint tenants with full rights of survivorship, all right title and interest in and to the real property described in Exhibit "C".
- 4. <u>No Subdivision</u>. FTN FARMS, LLC and Nelson acknowledge and agree that the purpose of this Agreement is to adjust the common boundary line between two parcels and not to undertake a subdivision or the creation of additional parcels.

- 5. <u>Condition of the New Parcels</u>. Frank Chris Nelson and Sally S. Nelson accept the reconfigured parcel described in Exhibit "C" and all aspects thereof "AS IS," without warranties, either express or implied.
- 6. <u>Governmental Approvals</u>. In the event any governmental or municipal approval is required or necessary to effectuate the intent of this Agreement, the parties shall reasonably pursue such approval, including signing any necessary or required applications or instruments.
- 7. <u>Integration, Modification</u>. This Agreement (including all Exhibits attached hereto) contains the entire agreement relating to the matters set forth herein.
- 8. <u>Duration, Binding Effect</u>. This Agreement shall be perpetual. The agreements and rights contained in this Agreement shall:
- (i) inure to the benefit of and be binding upon the parties' successors-in-title, heirs and assigns as to the respective Reconfigured Parcels, or any portion of the respective Reconfigured Parcels, each of whom shall be an intended beneficiary (whether third party or otherwise) of the rights and agreements granted hereunder;

# (ii) shall run with the land; and

- (iii) shall remain in full force and effect and shall be unaffected by any change in the ownership of, or any encumbrances, lien, judgment, easement, lease or other right affecting, the Reconfigured Parcels, or any portion of the Reconfigured Parcels, or any change of use, demolition, reconstruction, expansion or other circumstances.
- 9. <u>Further Action</u>. The parties shall execute and deliver all documents, provide all information take or forebear from all action as may be reasonably necessary or appropriate to achieve the purpose of this Agreement.
- I 0. <u>Applicable Law</u>. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.
- 11. <u>Severability</u>. In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant or other provision herein contain d. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such

JENS P. NIELS NOTARY PUBLIC-STATE OF

COMM. EXP. 11-01-201

condition, covenant or other provision shall be deemed valid to the extent of the scope and breadth permitted by law.

- 12. <u>Recording</u>. This Agreement shall be recorded with the Recorder's office of Utah County, State of Utah.
- 13. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original.

DATED as of the date first stated above.

FTN FARMS, LLC:

Frank Chris Nelson, Manager

STATE OF UTAH

) :ss

COUNTY OF UTAH

)

On the \_\_day of March, 2019, personally appeared Frank Chris Nelson as Manager of FTN FARMS, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in their authorized capacities, and that by their signatures on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

NOTARY SIGNATURE

\*\*\*\*\*\*\*\*\*\*\*\*

**NELSON:** 

Frank Chris Nelson

Sally S. McCare

Sally S. McCare

STATE OF UTAH

:ss

COUNTY OF UTAH

On the 13day of March, 2019, personally appeared Frank Chris Nelson and Sally S. Nelson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in their authorized capacities, and that by their signatures on the justrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument. as P Nielson

JENS P. NIELSON NOTARY PUBLIC - STATE OF UTAH COMMISSION# 685726 COMM. EXP. 11-01-2019

### Exhibit A

## Farm Parcel:

COM AT SE COR. SEC, 6, T9S, R3E, SLB&M.; W 339.3 FT; N 1 DEG 57' 38" W 264.35 FT; S 40 DEG 0' 28" W 147.29 FT; S 69 DEG 35' 36" W 225.01 FT; S 1 DEG 9' 56" E 72.94 FT; W 25.09 FT; N 0 DEG 34' 29" W 2615.64 FT ALONG A WIRE FENCE; N 88 DEG 42' 1" E 35.58 FT; N 0 DEG 32' 11" W 22.7 FT; N 89 DEG 11' 9" E 653.8 FT ALONG 1/4 SEC. LINE; S 0 DEG 19' 3" E 2648.31 FT ALONG SEC. LINE TO BEG. AREA 40.410 AC.

Tax Serial No. 29-050-0109

## Exhibit B

## Residential Parcel:

COM 339.30 FT W ALONG FENCE LINE FR SE COR SEC 6, T9S, R3E, SLM; W ALONG FENCE LINE 313.14 FT; N 1 09'56"W 72.94 FT TO PT ON S BANK OF A CANAL; ALONG S BANK OF SD CANAL 225.01 FT BEARING BEING N 69 35'36"E TO A BEND IN SD CANAL; ALONG CANAL BANK FOR 147.29 FT BEARING BEING N 40 28'E; S 1 57'38"E 264.35 FT TO BEG. AREA 1.02 ACRES.

Tax Serial No. 29-050-0053

### Exhibit C

# Reconfigured Parcel:

Commencing South 88°46'58" West 338.76 feet from the Southeast corner of Section 6, Township 9 South, Range 3 East, Salt Lake Base and Meridian; and running thence South 88°46'58" West 338.76 feet; thence North 00°34'29" West 2630.01; thence North 88°42'01" East 35.58 feet; thence North 00°42'01" East 22.7 feet; thence North 89°11'09" East 314.40; thence South 00°19'03" East 2650.31 to the point of beginning.

Represents a portion of the Farm Parcel and all of the Residential Parcel.