

E 3050578 B 6867 P 800-810  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
10/10/2017 01:19 PM  
FEE \$31.00 Pgs: 11  
DEP RT REC'D FOR MICHAEL CHRISTENSEN  
EN

When Recorded Return to:  
Michael F. Christensen  
321 North 1100 West  
West Bountiful, UT 84087

RETURNED  
OCT 10 2017

06-034-0154  
06-032-0118

**BOUNDARY LINE AGREEMENT**

THIS BOUNDARY LINE AGREEMENT ("**Agreement**") is entered into as of the 6<sup>th</sup> day of October, 2017 by and between AMY S. JENSEN ("**Jensen**") and MICHAEL CHRISTENSEN AND ERICA CHRISTENSEN, HUSBAND AND WIFE AS JOINT TENANTS, ("**Christensen**").

WHEREAS, Jensen owns certain real property located in Davis County, Utah as described on attached Exhibit "A" (the "**Jensen Property**"); and

WHEREAS, Christensen owns certain real property located in Davis County, Utah as described on attached Exhibit "B" (the "**Christensen Property**"); and

WHEREAS, the Jensen Property and the Christensen Property are contiguous to each other; and

WHEREAS, on or around August 26, 1983, the predecessors in interest to Jensen and the predecessors in interest to Christensen entered into that certain Boundary Line Agreement, recorded September 27, 1983 as Entry No. 652774 in Book 961 at Page 245 of the Official Records of the Davis County Recorder's Office (the "**Original Boundary Line Agreement**"), a copy of which is attached hereto as Exhibit "C"; and

WHEREAS, the parties desire to enter into this Agreement in order to ratify and affirm the common boundary line between the Jensen Property and Christensen Property as established in the Original Boundary Line Agreement.

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

1. Confirmation of Boundary Line. The parties hereby state, confirm and ratify that the location of the boundary line between their respective properties (the "**Boundary Line**") shall be as described on attached Exhibit "D" and shown in the location of the "**Boundary Fence**" on attached Exhibit "E". Jensen hereby acknowledges and agrees that it neither has, nor shall have as a result of any claims of adverse possession or otherwise, any right, title, interest, or claim in or to any portion of the property to the south of the Boundary Line and Christensen hereby acknowledges and agrees that it neither has, nor shall have as a result of any claims of adverse possession, any right, title, interest, or claim in or to any portion of the property to the north of the Boundary Line.

2. Further Assurances. Each party agrees to reasonably cooperate with the other (the "**Requesting Party**") in the event the Requesting Party shall request additional written assurances to

confirm the location of the Boundary Line, provided any expenses arising from such request shall be borne by the Requesting Party.

3. Enforceability. Each party agrees that a breach of this Agreement will cause irreparable harm to the other party and that the non-breaching party shall have the right to enforce this Agreement by injunctive relief or specific performance, which right shall be cumulative with all other rights and remedies. In the event of any litigation regarding this Agreement, the prevailing Party shall be paid its attorneys' fees and costs by the losing party. In the event that any provision of this Agreement is illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected thereby, and in lieu of such provision, there shall be added a provision as similar in terms as such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

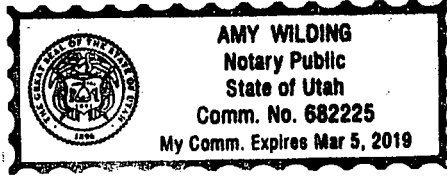
4. Binding Effect/Recording in the Real Estate Records. This Agreement is intended to run with the parties' respective properties and bind the parties, as well as their respective legal and personal representatives, heirs, assigns, successors-in-interest, executors, and administrators, to this Agreement. The parties acknowledge this Agreement shall be recorded in the official records of Davis County, Utah.

5. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or a dedication of any portion of the Jensen Property or the Christensen Property to or for the general public or for any public purpose whatsoever, it being the intent of the parties that this Agreement be strictly limited to and for the purposes expressed herein.

6. Authority. The undersigned represent and warrant that they are duly authorized to execute this Agreement. The undersigned further represent and warrant that this Agreement, when fully executed, shall constitute a legal, valid, and binding agreement for each of the respective parties, enforceable in accordance with its terms.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

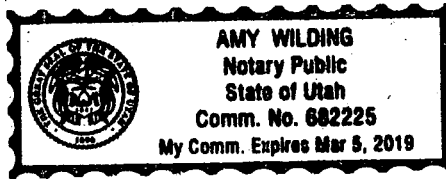


*Amy S. Jensen*  
Amy S. Jensen

STATE OF UTAH  
COUNTY OF DAVIS

On the 6<sup>th</sup> day of October, 2017 personally appeared before me Amy S. Jensen who duly acknowledged to me that she executed the foregoing Agreement.

*Amy Wilding*  
Notary Public

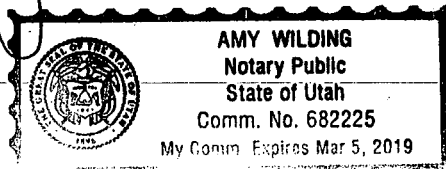


*Erica C. Christensen*  
Erica Christensen

STATE OF UTAH  
COUNTY OF DAVIS

On the 6<sup>th</sup> day of October, 2017 personally appeared before me Erica Christensen who duly acknowledged to me that she executed the foregoing Agreement.

*Amy Wilding*  
Notary Public



*Michael Christensen*  
Michael Christensen

STATE OF UTAH  
COUNTY OF DAVIS

On the 6<sup>th</sup> day of October, 2017 personally appeared before me Michael Christensen who duly acknowledged to me that he executed the foregoing Agreement.

*Amy Wilding*  
Notary Public

**EXHIBIT "A"**  
Jensen Property

BEGINNING ON THE WEST LINE OF A STREET AT A POINT SOUTH 0°17'17" EAST 206.83 FEET ALONG THE MONUMENT LINE AND SOUTH 89°42'43" WEST 33.00 FEET FROM THE MONUMENT MARKING THE MONUMENT LINE INTERSECTION OF 1100 WEST AND 400 NORTH STREETS, SAID MONUMENT BEING SOUTH 0°01'04" WEST, 2257.75 FEET ALONG THE SECTION LINE AND SOUTH 89°50'12" WEST 257.16 FEET FROM THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING IS DAVIS COUNTY TOWNSHIP REFERENCE PLAT DATED SEPTEMBER 28, 1972) AND RUNNING THENCE SOUTH 89°42'43" WEST 220.00 FEET, THENCE SOUTH 0°17'17" EAST 100.00 FEET; THENCE NORTH 89°42'43" EAST 220.00 FEET TO SAID WEST LINE, THENCE NORTH 00°17'17" WEST 100.00 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

Parcel ID No. 06-032-0118

**EXHIBIT "B"**  
Christensen Property

BEGINNING AT A POINT ON THE WEST LINE OF 1100 WEST STREET, SAID POINT LIES SOUTH 00°16'24" EAST 451.29 FEET ALONG THE MONUMENT LINE AND SOUTH 89°43'36" WEST 33.00 FEET FROM A MONUMENT IN THE INTERSECTION OF 400 NORTH STREET AND 1100 WEST STREET, SAID POINT ALSO GIVEN AS WEST 18.8 RODS AND SOUTH 68.6 FEET FROM THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89°43'07" WEST 792.00 FEET ALONG A FENCE LINE; THENCE NORTH 00°16'24" WEST 134.57 FEET; THENCE NORTH 89°43'36" EAST 792.00 FEET ALONG A LINE DETERMINED IN A BOUNDARY LINE AGREEMENT RECORDED AS ENTRY NO. 652774, IN BOOK 961, AT PAGE 245 OF DAVIS COUNTY RECORDS TO SAID WEST LINE OF 1100 WEST STREET; THENCE SOUTH 00°16'24" EAST 134.46 FEET ALONG SAID WEST TO THE POINT OF BEGINNING.

Parcel ID No. 06-034-0154

**EXHIBIT "C"**  
Original Boundary Line Agreement

After recording mail to:  
Karen Hepworth  
341 North 1100 West  
West Bountiful, Utah 84087  
D-83-5053

245

E 1/2 23 2N W

652774

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT made and entered into this 26th day of August, 1983, by and between DAVID V. HEPWORTH and AFTON C. HEPWORTH, his wife, hereinafter called "HEPWORTH", KAREN HEPWORTH and DONNA L. PARK, hereinafter called "PARK/HEPWORTH", CLARENCE EUGENE KREMER and DOROTHY JANIS W. KREMER, his wife, and BETTY J. PETERS, hereinafter called "KREMER/PETERS".

WITNESSETH:

WHEREAS, the above parties are adjoining landowners in Davis County, State of Utah, and

WHEREAS, the boundary line between said parcels of land is an established fence which has heretofore been maintained and recognized by the parties hereto as the division and boundary line between their respective properties, said parties each having been in possession of their respective parcels only up to said boundary line, and

WHEREAS, it is now the desire of the parties to establish a boundary line between the parties pursuant to a survey done by Great Basin Engineering and Surveying, Inc. on the 15th of June, 1979.

NOW, THEREFORE, in consideration of the premises and for the purpose of establishing a boundary between the parties established by said survey, it is hereby agreed that the boundary line between the adjoining properties located in the County of Davis, State of Utah is as follows:

Begin on West line of a street at a point South 00°17'17" East 316.83 feet along the monument line and South 89°42'43" West 33.00 feet from the monument marking the monument line intersection of 1100 West and 400 North Streets, said monument being South 00°01'04" West 2257.75 feet along the Section line and South 89°50'12" West 257.16 feet from the Northeast corner of Section 23, Township 2 North, Range 1 West, Salt Lake Base and Meridian (Basis of Bearing is Davis County Township Reference Plat dated Sept. 28, 1972), and running thence South 89°42'43" West 767.58 feet, more or less, to the west boundary line.

Recorded at request of  
Date SEP 27 1983  
By *Shirley J. Swinden*  
ASSOCIATED TITLE CO.  
9:50 AM  
CARGO DEAR PAGE  
Recorder Davis County  
Pags 245  
761

Platted  
Abstracted  
Indexed

In order to effectuate this boundary line HEPWORTH and PARK/HEPWORTH hereby Quit Claims to KREMER/PETERS, all their right, title and interest which they may have in and to any property lying to the South of said boundary line and KREMER/PETERS hereby Quit-Claims to HEPWORTH and PARK/HEPWORTH all their right, title and interest which they may have in and to the property lying to the North of said boundary line. That the above described boundary line shall be hereinafter considered forever to be the boundary between the adjoining properties and each party disclaims any interest in and to any of the remaining properties owned by the other parties.

IN WITNESS WHEREOF, the parties hereto have signed their names on the day and year first above written.

Clarence Eugene Kremer  
CLARENCE EUGENE KREMER

David V. Hephworth  
DAVID V. HEPWORTH

Dorothy Davis W. Kremer  
DOROTHY DAVIS W. KREMER

Afton C. Hephworth  
AFTON C. HEPWORTH

~~XXXXXXXXXXXX~~

Karen Hephworth  
KAREN HEPWORTH


Betty J. Peters  
BETTY J. PETERS

Donna L. Park  
DONNA L. PARK

STATE OF UTAH  
  ) SS.  
COUNTY OF DAVIS                  )

On the 26th day of August, 1983, personally appeared before me, ~~XX~~ DAVID V. HEPWORTH, and AFTON C. HEPWORTH, his wife, KAREN HEPWORTH, DONNA L. PARK ~~XX~~ the signers of the foregoing instrument and they acknowledged that they executed the same.

    
NOTARY PUBLIC  
Residing in:    Mo    Uta



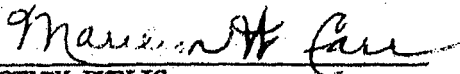
My Commission Expires: 6-14-87



247

STATE OF UTAH            )  
                                  : SS.  
COUNTY OF Davis        )

On the 12th day of September, 1983, personally appeared before me, CLARENCE EUGENE PEEMER and DOROTHY JANIS W. PEEMER, his wife, and BETTY J. PETERS, the signers of the forgoing instrument who duly acknowledged that they executed the same.

  
NOTARY PUBLIC  
Residing at: West Bountiful, Utah

My Commission Expires: 8-8-84

**EXHIBIT "D"**  
Description of Boundary Line

**Boundary line description between Christensen and Jensen Parcels**

BEGINNING ON THE WEST LINE OF A STREET AT A POINT SOUTH 00°17'17" EAST 316.83 FEET ALONG THE MONUMENT LINE AND SOUTH 89°42'43" WEST 33.00 FEET FROM THE MONUMENT MARKING THE MONUMENT LINE INTERSECTION OF 1100 WEST AND 400 NORTH STREETS, SAID MONUMENT BEING SOUTH 00°01'04" WEST 2257.75 FEET ALONG THE SECTION LINE AND SOUTH 89°50'12" WEST 257.16 FEET FROM THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING IS DAVIS COUNTY TOWNSHIP REFERENCE PLAT DATED SEPT. 28, 1972), AND RUNNING THENCE SOUTH 89°42'43" WEST 220 FEET MORE OR LESS, TO THE WEST BOUNDARY LINE.

EXHIBIT "E"  
Depiction of Boundary Fence

