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WHEN RECORDED, MAIL TO:

ROBERT S. HOWELL, ESQ. 311 SOUTH STATE, SUITE 450 SALT LAKE CITY, UT 84111

6040873 03/15/95 RECORDER, SALT LAKE COUNTY, UTAH DEPUTY - WI REC BY:B GRAY

BOUNDARY LINE AGREEMENT

THIS AGREEMENT is made and entered into this 16th day of November, 1994, by and between John F. Atkins, Trustee, party of the first part, Salt Lake County, State of Utah; and William S. and Diana M. Young, parties of the second part, Salt Lake County, State of Utah.

WITNESSETH:

The party of the first part is the owner of the following described tract of real property in Salt Lake County, State of Utah, to wit:

Beginning at the Northwest Corner of Lot 4, Block 92, Plat D, Salt Lake City Survey; running thence South 7 rods; thence East 3 rods; thence North 3 rods; thence East 4.5 feet; thence North 4 rods; thence West 54 feet to the point of beginning.

The parties of the second part are owners of a tract of land adjoining on the west of the above-described tract owned by the party of the first part. That the tract owned by the parties of the second part is more particularly described as follows, to wit:

Beginning at the Northeast Corner of Lot 3; Block 92, Plat D, Salt Lake City Survey; running thence South 7 rods; thence West 3 rods; thence North 7 rods; thence East 3 rods to the point of beginning.

- There is currently existing a fence built by the parties of the second part which runs generally along the west side of the property owned by the first party and the east side of the property owned by the second parties from the southerly most boundary of said properties to a point which is approximately 3 1/2 rods along said property line. The fence line then runs in an easterly direction approximately 10 feet and then turns in a northerly direction and connects with the southwest corner of the first party's home.
- There is also a fence which runs along the southerly boundary line of the property owned by the first party. As a result of certain debris which exists on the property owned by the party of the first part, said debris having been deposited by the second parties', the fence line could not continue in a straight line to the southwest corner of the party of the first part's property. As a result, the fence line was angled to join the common boundary between

the parties. Said angling of the fence has resulted in a triangular piece of property owned by the party of the first part being on southwest of the fence line.

There is the desire of the first part and the parties of the second part to clarify that the fence lines built by either party are not to be considered as the property line boundaries for delineation of the ownership.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and in further consideration of the sum of Ten Dollars (\$10.00) in hand paid by the party of the first part to the parties of the second part, the parties hereby agree as follows:

- The boundary line between the properties owned by the parties, i.e., the west boundary line of the tract owned by the party of the first part and the east boundary line of the tract owned by the parties of the second part is hereby fixed and determined as the property line as set forth in the legal descriptions contained and recorded at the Salt Lake County Recorder's Office as of the date of this Boundary Line Agreement.
- The parties hereby release and forever disclaim any interest in the property existing on the other side of the boundary line as described in said recorded instruments and either party shall be entitled to restructure at any time the fence lines currently in existence to extend the full course of the boundary line existing between the respective parties.

IN WITNESS WHEREOF, the parties hereto have signed this Boundary Line Agreement on the date first set forth above.

John F Atkins, Trustee

STATE OF UTAH

:ss.

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COUNTY OF SALT LAKE)

FEBRUARY, 1995

On the 17 th day of November, 1994, personally appeared before me JOHN F. ATKINS, Trustee, the signer of the within instrument, who duly acknowledged to me that he executed the same.

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William S. Young

STATE OF UTAH

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COUNTY OF SALT LAKE)

On the Uday of November 1994, personally appeared before me WILLIAM S. YOUNG, the signer of the within instrument, who duly acknowledged to me that he executed the same.



NOTARY PUBLIC
JODY SIDWELL
185 S. State St. #400
Sali Lake City, Utali 84111
My Commitation Expires
September 28, 1997
STATE OF UTAH

UTAH NOTARY PUBLIC

Diana M. Young

STATE OF UTAH

) :ss.

COUNTY OF SALT LAKE)

On the Md day of November, 1995, personally appeared before me DIANA M. YOUNG, the signer of the within instrument, who duly acknowledged to me that she executed the same.



NOTARY PUBLIC
JODY SIDWELL
185 S. State St. #4C0
Salt Lake City, Utah 84111
My Commission Expires
September 28, 1997
TATE OF UTAH

ITAH NOTARY PUBLIC

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