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08-016-0012

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SHERYL L. WHITE, DAVIS CNTY RECORDER
2001 SEP 20 3:29 PM FEE 17.00 DEP NT
REC'D FOR BONNEVILLE TITLE COMPANY, INC

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT ("Agreement") is entered into this 6th day of June 2001 by and between **JOHN E. WEBSTER AND DIANE J WEBSTER, TRUSTEES OF THE JOHN AND DIANE WEBSTER FAMILY TRUST, DATED JUNE 28, 2000, AS TO AN UNDIVIDED ONE-HALF INTEREST AND PAUL WARREN WEBSTER AND JOANN WEBSTER, HIS WIFE, AS CO-TRUSTEES**, AS TO AN UNDIVIDED ONE-HALF INTEREST ("Webster") **JOHN B. BREZOFF AND CAROLINE R. BREZOFF, TRUSTEES OF THE JOHN B. BREZOFF FAMILY LIVING TRUST** ("Brezoff") hereinafter jointly referred to as the "Parties."

RECITALS:

- A. **WHEREAS**, Webster is the owner of that certain real property located in Davis County, State of Utah (the "Webster Property") and more particularly described on Exhibit "A", a copy of which is attached hereto and by this reference incorporated herein.
- B. **WHEREAS**, Brezoff is the owner of that certain real property located in Davis County, state of Utah (the Brezoff Property") and more particularly described in Exhibit "B" a copy of which is attached hereto and by this reference incorporated herein.
- C. **WHEREAS**, pursuant to this Agreement, the Parties desire to clarify and establish the boundary line ("Boundary Line") between their respective properties described herein which boundary lines have been delineated and established by an existing fence line across the respective properties of the Parties.

NOW THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by, between and among the Parties, and each of them, that:

1. The forgoing recitals are hereby incorporated by reference as though fully set forth herein.
2. The Parties, and each of them, hereby acknowledge and agree that their rights of occupancy in their respective properties heretofore enjoyed should continue except as modified herein.
3. The Parties, and each of them, hereby acknowledge and agree that the Boundary Line created by existing fence line between the Webster Property and the Brezoff Property is the established Boundary Line between the respective properties, and

the legal description establishing the fence line as the Boundary Line, located in Davis County, state of Utah, is more particularly described as follows.

Beginning at a point S29D 59'32" W 3554.85 feet from the Northeast Corner of Section 5, Township 3 North, Range 1 West, Salt Lake Base and Meridian, (Basis of Bearing being S0D02'00" E between the Davis County brass cap monuments at the Northeast Corner and the East Quarter Corner of said Section 5) said point of beginning also being on an existing fence line and the northwesterly line of that certain deed recorded as Entry No. 19802, Book Y, Page 217 of Official Records;

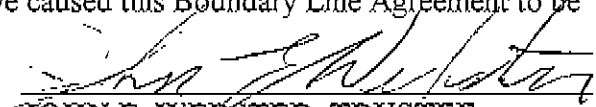
Thence N39D 47;55"W 539.18 feet along said fence line to a fence corner;
Thence S37 D58'54" W 1452 87 feet along said fence line to a fence corner;
Thence S36 D00'10"E 314.67 feet along said fence line to a fence corner;
Thence S36D 45'07"W 1331.44 feet along said fence line to the northeasterly line of that certain Special Warranty Deed recorded as Entry No 672681, Book 991, Pages 34-38, Parcel No. 1680.

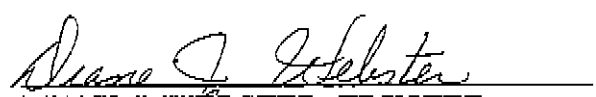
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4. The Parties, and each of them, hereby agree to quit claim, relinquish, convey and transfer, one to the other, that portion of their respective properties, and only that portion, necessary to establish the Boundary Line between the Webster Property and the Brezoff Property according to the existing fence line between the respective properties.
5. The Parties hereby agree to execute any documentation which may be reasonably necessary to effectuate the intent of this Agreement, including but not limited to specific Quit Claim Deeds regarding their respective grants.
6. In the event any party defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the non-defaulting party or parties.

IN WITNESS WHEREOF we have caused this Boundary Line Agreement to be executed the day and year first written above


JOHN E. WEBSTER, TRUSTEE


DIANE J. WEBSTER, TRUSTEE


PAUL WARREN WEBSTER

~~JOANN WEBSTER~~

John B. Brezoff

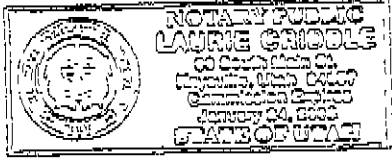
JOHN B. BREZOFF, TRUSTEE
Caroline R. Brezoff

CAROLINE R. BREZOFF, TRUSTEE

STATE OF UTAH)
:ss,

COUNTY OF DAVIS)

On the 6th day of June 2001, personally appeared before me **JOHN B. BREZOFF AND CAROLINE R. BREZOFF, TRUSTEES OF THE JOHN B. BREZOFF FAMILY LIVING TRUST**, the signers of the within instrument, who duly acknowledged to me that they executed the same.



Laurie Griddle

NOTARY PUBLIC

Residing at: *33 S. Main St. Kaypulle Utah 84037.*
My Commission Expires: *1-24-2005*

STATE OF UTAH

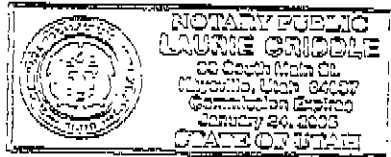
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COUNTY OF DAVIS

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On the 10th day of June 2001, personally appeared before me **JOHN E. WEBSTER AND DIANE J. WEBSTER, TRUSTEES OF THE JOHN AND DIANE WEBSTER TRUST** dated June 28, 2000 the signers of the within instrument, who duly acknowledged to me that they executed the same



Laurie Criddle
NOTARY PUBLIC

Residing at: 339 Main St. Kayville Utah 84037
My Commission Expires: 1-24-2005

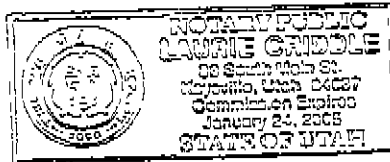
STATE OF UTAH

)
:ss,

COUNTY OF DAVIS

)

On the 10th day of June 2001, personally appeared before me **PAUL WARREN WEBSTER, AND JOANN WEBSTER**, the signers of the within instrument, who duly acknowledged to me that they executed the same.



Laurie Criddle
NOTARY PUBLIC

Residing at: 339 Main St. Kayville Utah 84037
My Commission Expires: 1-24-2005