BOUNDARY LINE AGREEMENT

E 1556477 B 2578 P 279 SHERYL L. WHITE, DAVIS CHTY RECORDER 1999 NOV 3 1:19 PM FEE 19.00 DEP AC REC'D FOR BONNEVILLE TITLE COMPANY, INC

THIS BOUNDARY LINE AGREEMENT ("Agreement") is entered into this <u>OO</u> day of <u>Octoor</u>, 1999, by and between GLORIA W. CUTHBERT and ELMER J. CUTHBERT, Trustees of the GLORIA W. CUTHBERT FAMILY PROTECTION TRUST, dated the 3rd day of November, 1998, ("Cuthbert") and DOUGLAS K. COOK as Personal Representative of the estate of AMOS ROY COOK JR., Deceased, under Probate filed in the Second Judicial District Court, Davis County, Utah, Case No. 963700172, ("Cook") hereinafter jointly referred to as the "Parties".

RECITALS:

- A. WHEREAS, Cuthbert is the owner of that certain real property located in Davis County, State of Utah, and more particularly described in Exhibit "A", a copy of which is attached hereto and by this reference incorporated herein.
- B. WHEREAS, Cook is the owner of that certain real property located in Davis County, State of Utah, and more particularly described on 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 Fence line between their respective properties described herein which Fence lines have been delineated and established by a survey prepared by Don Moore of Ensign Engineering.

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 foregoing 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 Fence Line established by the herein described survey between the Cuthbert Property and the Cook Property is the established Boundary Line between the respective properties, and the legal description establishing the Fence Line, located in Davis County, State of Utah, is more particularly described as follows:

Beginning at a point on the East line of 3000 West and a Fence line extended, South 00'03'50" West 1018.89 feet along the section line,

ACCOMMODATION RECORDING ONLY.
BONNEVILLE TITLE COMPANY MAKES NO
REPRESENTATION AS TO CONDITION OF
TITLE, NOT DOES IT ASSUME ANY
RESPONSIBILITY FOR VALIDITY,
SUFFICIENCY OF EFFECTS OF DOCUMENT.

MC

and North 89'52'53" East 33.00 feet from the West Quarter Corner of Section 4, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and running thence North 89'52'53" East 254.34 feet along a fence line and a fence line extended; thence South 89'24'54" East 197.91 feet along a fence line; thence North 89'46'04" East 219.89 feet along a fence line; thence South 89'53'17" East 211.44 feet along a fence line; thence North 89'54'31" East 203.92 feet along a fence line; thence South 89'17'56" East 200.96 feet to the end of the fence.

- 4. The Parties, and each of them, hereby quit claim, relinquish, convey and transfer, one to the other that portion of their respective properties, and only that portion, necessary to establish the Fence Line between the Cuthbert Property and the Cook Property according to the 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 the Agreement, including but not limited to specific Quit Claim Deeds regarding their respective grants.
- 6. In any 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 this day and year first written above.

GLORIA W. CUTHBERT, Trustee

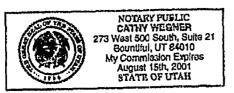
Elmer J. Cuthbert, Trustee

STATE OF Wah

:ss

COUNTY OF DAVIS

On the Oday of Oct., 1999, personally appeared before me GLORIA W. CUTHBERT and ELMER J. CUTHBERT, Trustees of the GLORIA W. CUTHBERT FAMILY PROTECTION TRUST, dated the 3rd day of November, 1998, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



DOUGLAS K. COOK, as Personal Representative of the Estate of AMOS ROY COOK, JR., Deceased.

STATE OF AVIZORA

:ss

COUNTY OF MANICOPA)

On the day of Octob., 1999, personally appeared before me DOUGLAS K. COOK, as personal representative of the Estate of AMOS ROY COOK, JR. under Probate No. 963700172, the signer of the within instrument, who duly acknowledged to me that they executed the same.

OFFICIAL SEAL
VICKI S., REBERGER
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Comm. Expires Feb. 26, 2003

Notary Public Public

Signature page #2, Boundary Line Agreement dated October 20, 1999, between Gloria W. Cuthbert and Elmer J. Cuthbert, Trustees, and Douglas K. Cook, Personal Representative, initalled by Douglas K. Cook on pages 1-3.

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Exhibit A

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Beginning 35.16 Rods East and 2 Rods North from the Southwest Corner of the Southwest Quarter of Section 4, Township 4 North Range 2 West, Salt Lake Meridian, thence North 96.50 Rods; thence East 22.42 Rods; thence South 96.50 Rods; thence West 22.42 Rods to the point of beginning.

Exhibit B

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Beginning at a point 2 Rods East and 46.125 Rods South from the Northwest Corner of the Southwest Quarter of Section 4, Township 4 North, Range 2 West, Salt Lake Meridian, thence South 15.375 Rods; thence East 78 Rods; thence North 15.375 Rods; thence West 78 Rods to the point of beginning.

Except as modified by Boundary Line Agreement Recorded August 20, 1999, as Entry No. 1541137, in Book 2548, Page 1203, of official records.