

BOUNDARY LINE AGREEMENT

AGREEMENT entered into this <sup>AG</sup> 20 day of January, A.D. <sup>2011</sup> ~~2010~~, between the PAUL ERVIN CARLSON and MAURINE H. CARLSON FAMILY LIMITED PARTNERSHIP, by J. WAYNE CARLSON, General Partner, Party of the First Part, hereinafter called CARLSON, and AMY L. GIVENS, Party of the Second Part, hereinafter called GIVENS, for the purpose of fixing and determining the boundary and division line between adjoining parcels of land owned by the said parties.

WHEREAS: Carlson is in possession of a certain parcel of land which is situated generally easterly of a proposed boundary line, and Givens is in possession of a parcel of land which is situated generally westerly of said proposed boundary line, which boundary line, as proposed, follows on a long standing, old boundary fence line, and which line has been surveyed by a registered land surveyor, and which line is described as follows:

*Wallsburg PARCELS (2584-1)(2396)*

Beginning at a point on an old, long-standing boundary fence line, at its intersection with the southerly right-of-way fence line of the Main Canyon Road, Wallsburg, Utah, which beginning point is located North 4872.02 ft. and East 919.66 ft. (based upon the Utah State Plane Coordinate System, Central Zone, Bearings of Section lines -NAD 27) from the Southwest Corner of Section 12, Township 5 South, Range 4 East, Salt Lake Base and Meridian;

thence along the long-standing boundary fence line South 31° 53' 35" West 800.83 ft., more or less, to the southerly end of the Givens property, and the end of the common boundary line.

NOW THEREFORE THE PARTIES AGREE that the proposed line, as the same is described in the above legal description, shall constitute the boundary and division line between the parcels of land in the possession of the parties hereto, and each of the said parties hereby recognizes and agrees that the other party is the legal owner up to said line; and the parties further agree that these stipulations shall apply to and be binding upon them, their heirs, successors, personal representatives and assigns.

PURSUANT to the foregoing stipulations and for value received, the receipt of which is hereby acknowledged, Carlson does hereby remise, release, and forever Quit-Claim to Givens any and all title and interest which he may have in and to the lands in the possession of Givens, adjoining and adjacent and lying westerly of the line above described, and for value received, the receipt of which is hereby acknowledged, Givens does hereby remise, release and forever Quit Claim to Carlson any and all right, title and interest which she may have in and to the lands in the possession of Carlson, adjoining and adjacent and lying easterly of the above described line.

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IN WITNESS WHEREOF, the parties have signed their names to this agreement.

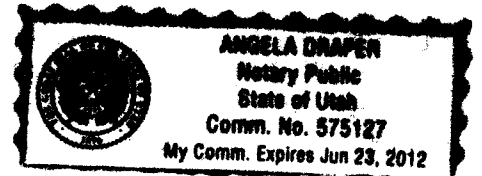
J. Wayne Carlson  
J. Wayne Carlson, General Partner of the Paul Ervin Carlson  
and Maurine H. Carlson Family Limited Partnership

Amy L. Givens  
Amy L. Givens

STATE OF UTAH )  
(ss  
COUNTY OF Wasatch )

On the 7 day of February, A.D. ~~2010~~ <sup>2011 AD</sup>, personally appeared before me, a Notary Public in and for the State of Utah, J. Wayne Carlson, General Partner of The Paul Ervin Carlson and Maurine H. Carlson Family Limited Partnership, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Angela Draper  
Notary Public  
My commission expires 6/23/12 Residing at: Heber City, UT



STATE OF UTAH )  
(ss  
COUNTY OF Wasatch )

On the 20<sup>th</sup> day of January, A.D. ~~2010~~ <sup>2011 AD</sup>, personally appeared before me, a Notary Public in and for the State of Utah, Amy L. Givens, the signer of the above instrument, who duly acknowledged to me that she executed the same.

Shauna Van Wagoner  
Notary Public  
My commission expires: 6-20-2011 Residing at: Heber City, Utah

