

Recording requested by  
and when recorded return to:

136211 Bk 0729 Pg 0057  
LuAnn Adams, Box Elder County Recorder  
12/21/1999 11:15am FEE: 11.00 Dep:MM  
Rec'd For: FARM MANAGEMENT COMPANY

Farm Management Company  
139 E. South Temple, Suite 110  
Salt Lake City, Utah 84111-11-3

Property No. 547-2970

(Space above this line for recorders use)

### AGREEMENT REGARDING BOUNDARIES AND USE OF LAND

Whereas the CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation (COPB) is partial owner of Sections 20 and 29 of Township 10 N, Range 7 W and the sole owner of Sections 28, 29, and 30 of Township 9, N Range 7 W and Section 25 of Township 9, Range 8 W of the S.L.B.&M.;

Whereas Rafter S Ranch, LLC (Swan) is the partial owner of Sections 20 and 29 of Township 10 N, Range 7 W and is the sole owner of Section 20 Township 10 N Range 8 W of the S.L.B.&M.

Whereas the fence lines of the adjoining properties sometimes are along the section lines and/or the legal descriptions of the sections set forth above, and sometimes they are not, thus giving rise to COPB using land legally described as belonging to Swan, and Swan using land legally described as being owned by COPB,

NOW THEREFORE IT IS AGREED AS FOLLOWS:

That each of the parties hereto agree the boundaries are as set forth in the respective deeds of the parties and not according to the fences placed thereon or in the case of Section 20 of Township 10 N, Range 8 W of the S.L.B.&M., the lake boundary.

That each party does hereby waive any claim by way of adverse possession, acquiescence, necessity, use or any other claim they may have to the property of the other under any statute or case law of the State of Utah. Each party recognizes the ownership of the other in and to the above described parties as said property is above legally described.

Each of the parties does hereby grant to the other the use of said property according to the fences thereon and the lake boundary as to Section 20 of Township 10 N, Range 8 W, S.L.B.&M. and as said property has been used in the past three (3) years or as it may be used hereafter so long as the use thereof does not in any way damage the property legally owned by the other. Each of the parties on behalf of itself, its agents, employees, licensees and invitees does hereby agree to indemnify and hold free and harmless the other from any and all damage caused by the use of said properties by the other, its agents employees, licensees and invitees. This indemnity also includes the payment of reasonable attorney fees and costs to defend the owner of the property from any claims arising out of the use by the non-owner of the owner's property except by a force majeure.

Either party may terminate this agreement by the placing of fences on the appropriate legally described boundaries according to their deeds describing said sections.

Dated this 4<sup>th</sup> day of November, 1999

CORPORATION OF THE PRESIDING BISHOP  
OF THE CHURCH OF JESUS CHRIST OF  
LATTER-DAY SAINTS, a Utah corporation

RAFTER S RANCH, LLC  
60 N. Second East  
Kaysville, UT 84037

John W. Creer  
By John W. Creer, authorized agent

Thornley K. Swan  
By Thornley K. Swan, authorized signer

Richard A. Bates  
Witness

Michael D. Swan  
Witness

Janet Lynn Bates  
Witness

Thornley K. Swan  
Witness

Janet Lynn Bates

