

22-07-111-014
22-07-111-016

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE ("Agreement") is entered into this 1 day of December, 2008, by and between Joan Weaver, as the Successor Trustee of the James Harrel Smith Inter Vivos Trust, dated October 11, 2005, ("Smith") and Todd J. Nielson, Brent Winget and Carson Winget ("Nielson/Winget") hereinafter jointly referred to as the "Parties".

RECITALS:

- A. WHEREAS, Smith is the owner of that certain real property located in Salt Lake 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, Nielson/Winget is the owner of that certain real property located in Salt Lake County, State of Utah, 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 Fence line between their respective properties described herein which Fence lines have been delineated and established by a survey prepared by Diamond Design and Land Surveying.

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 Smith Property and the Nielson/Winget Property is the established Boundary Line between the respective properties, and the legal description establishing the Fence Line, located in Salt Lake County, State of Utah, is more particularly described as follows:

Beginning at a point on the record north right of way line of Vine Street said point being South 1371.97 feet and East 1280.72 feet from the Northwest corner of Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian; said point also being South 63°04'40" East 486.67 feet along the record centerline of Vine Street and North 26°55'20" East 33.00 feet from the Salt Lake County monument located at the intersection of State and Vine Streets; thence North 17°17'14" East 96.74 feet to and along an existing fence line; thence North 19°32'44" East 9.45 feet to an angle point in an existing fence line.

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 Smith and the Nielson/Winget 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 if 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.

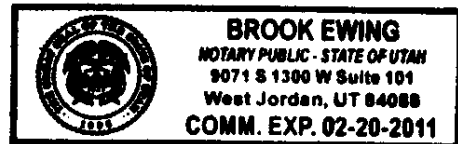
The James Harrell Smith Inter Vivos Trust,
dated October 11, 2005

Joan Weaver Successor Trustee
Joan Weaver, Successor Trustee

STATE OF UTAH)
 : SS
COUNTY OF Salt Lake


On the 1 day of December, 2008, personally appeared before me Joan Weaver, Successor Trustee of the James Harrell Smith Inter Vivos Trust, dated October 11, 2005, did say that the foregoing instrument was signed and executed in behalf of said trust, by authority.

Brook Ewing
Notary Public

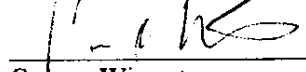




Todd J. Nielson



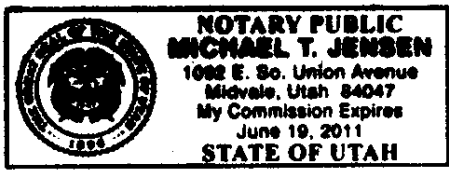
Brent Winget

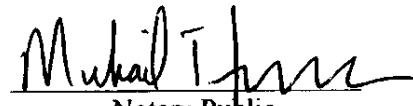


Carson Winget

STATE OF UTAH)
 : SS
COUNTY OF Salt Lake)

On the 21 day of November, 2008, personally
appeared before me Todd J. Nielson, Brent Winget and Carson Winget,
the signers of the foregoing instrument, who duly acknowledged to me
that they executed the same.





Notary Public
Residing at: Salt Lake county
My commission expires: June 19, 2011

EXHIBIT "B"

Commencing 1.70 chains South and North 63° West 18.71 feet from the Southeast corner of Lot 1, Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 17° East 146.52 feet; thence North 72°25' West 37.925 feet; thence South 17° West 106.5 feet; thence South 20° East 0.77 chains; thence South 63° East 4.39 feet to the point of beginning.

22-07-111-016

05-185

EXHIBIT "A"

Beginning 22 feet West and South 17° West 91.4 feet from the Southeast corner of Lot 1, Section 7, Township 2 South, Range 1 East, Salt Lake Meridian; thence North 62°55' West 60 feet; thence North 17° East 204.84 feet; thence East 61.67 feet; thence South 17° West 233.4 feet to beginning.

22-07-111-014