

RETURNED

JUN - 8 2001

E 1666744 B 2824 P 112  
SHERYL L. WHITE, DAVIS CNTY RECORDER  
2001 JUN 8 9:10 AM FEE 20.00 DEP MT  
REC'D FOR EQUITY TITLE AGENCY

2116182

546-20-Farm-A

pt 07-023-0033, 0083 & 0036

BOUNDARY LINE AGREEMENT

THIS AGREEMENT, entered into this 6th day of June, 2001, by and between WILLIAM A. CARDEN and JAN C. CARDEN, (CARDEN) and NATHAN J. BYERS, (BYERS) and JED REED OVIATT, as Successor Trustee of the Reed A. Oviatt Family Inter Vivos Revocable Trust Agreement dated the 30th day of August, 1976 (and/or his assigns and successors in interest), (OVIATT):

WHEREAS, CARDEN, BYERS AND OVIATT, hereto have owned adjoining properties for many years and there is doubt and uncertainty as to the true and correct location of the common boundary line between the said CARDEN, BYERS AND OVIATT.

THEREFORE, it is the desire of CARDEN, BYERS AND OVIATT to fix a line for a boundary along the north side of the property owned by OVIATT and the south side of the property owned by CARDEN AND BYERS.

NOW, THEREFORE, for and in consideration of the sum of \$1.00 and other valuable considerations, to CARDEN, BYERS AND OVIATT, paid by each to the other, receipt of which is hereby acknowledged, CARDEN, BYERS AND OVIATT herein do hereby recognize the true and correct boundary of their respective parcel to be the line described herein as it affects the north boundary of OVIATT and the south boundary of CARDEN and BYERS.

CARDEN does hereby agree and acknowledge that they have no right, title, interest, claim or demand SOUTH of the herein described line, which is the described line to "FIX THE BOUNDARY" of the north side of the property owned by OVIATT.

AND

BYERS does hereby agree and acknowledge that they have no right, title, interest, claim or demand SOUTH of the herein described line, which is the described line to "FIX THE BOUNDARY" of the north side of the property owned by OVIATT.

AND

OVIATT does hereby agree and acknowledge that they have no right, title, interest, claim or demand NORTH of the herein described line, which is the described line to "FIX THE BOUNDARY" of the south side of the property owned by CARDEN AND BYERS.

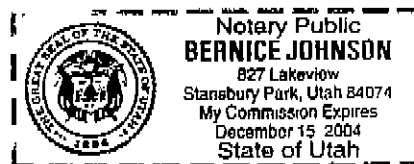
BOUNDARY LINE DESCRIPTION

See Attached Exhibit "A"

IN WITNESS WHEREOF the said ~~William A. Carden~~ and Jan C. Carden have affixed their signatures this 5th, day of May, A.D. 2001.

William A. Carden  
William A. Carden

Jan C. Carden  
Jan C. Carden



STATE OF UTAH )  
  ) :SS  
COUNTY OF UTAH )

On the 5th, day of May, A.D. 2001, personally appeared before me ~~William A. Carden~~ and Jan C. Carden, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Bernice Johnson  
Notary Public

My Commission Expires: December 15, 2004. Residing in Todele, County, Utah.

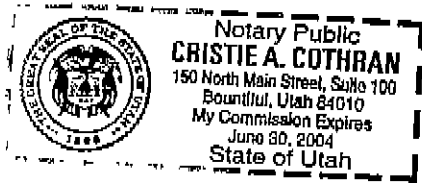
IN WITNESS WHEREOF the said Nathan J. Byers has affixed his signature this 6th, day of JUNE, A.D. 2001.

Nathan J. Byers  
Nathan J. Byers

NOTARY ATTACHED

STATE OF UTAH )  
 :SS  
COUNTY OF DAVIS )

On the 6<sup>th</sup> day of June, 2001, personally appeared before me William A. Carden and Nathan J. Byers, the signers of the within instrument, who duly acknowledged to me that they executed the same.



*Cristie A. Cothran*  
Notary Public  
Residing at: *Davis County, UT*  
My Commission Expires: *6/30/04*

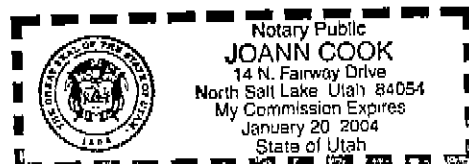
IN WITNESS WHEREOF, THE SAID JED REED OVIATT, AS SUCCESSOR TRUSTEE OF THE REED A. OVIATT FAMILY INTER VIVOS REVOCABLE TRUST AGREEMENT DATED THE 30TH DAY OF AUGUST, 1976, HAS AFFIXED HIS SIGNATURE THIS 6TH DAY OF JUNE, 2001.

*Jed Reed Oviatt successor trustee*  
JED REED OVIATT, SUCCESSOR TRUSTEE  
OF THE REED A. OVIATT FAMILY INTER  
VIVOS REVOCABLE TRUST AGREEMENT  
DATED THE 30TH DAY OF AUGUST, 1976

STATE OF UTAH )  
 : ss  
COUNTY OF DAVIS )

ON THE 6TH DAY OF JUNE, 2001, PERSONALLY APPEARED BEFORE ME, THE SIGNER OF THE WITHIN INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME. THE SIGNER WHO PERSONALLY APPEARED BEFORE ME WAS JED REED OVIATT, SUCCESSOR TRUSTEE OF THE REED A. OVIATT FAMILY INTER VIVOR REVOCABLE TRUST AGREEMENT DATED THE 30TH DAY OF AUGUST, 1976.

*Joann Cook*  
NOTARY PUBLIC



ACKNOWLEDGMENT

E 1666744 B 2824 P 115

The foregoing BOUNDARY LINE AGREEMENT, is hereby acknowledged and agreed to by the undersigned, NATALIE SUE ANDERSON and RUSSELL V. ANDERSON, who are the successors in interest to JED REED OVIATT, Successor Trustee of the REED A. OVIATT FAMILY INTER VIVOS REVOCABLE TRUST AGREEMENT DATED THE 30TH DAY OF AUGUST, 1976.

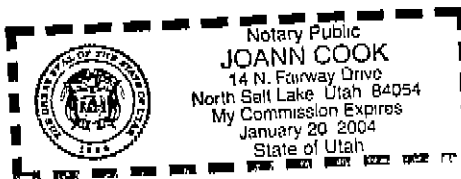
Natalie Sue Anderson  
NATALIE SUE ANDERSON

Russell V. Anderson  
RUSSELL V. ANDERSON

STATE OF UTAH        )  
                                  :  
COUNTY OF UTAH    )

On the 6th day of June, 2001, personally appeared before me NATALIE SUE ANDERSON and RUSSELL V. ANDERSON, the signer of the within instrument, who duly acknowledged to me that they executed the same.

Joann Cook  
NOTARY PUBLIC



KRR  
JUNE 1, 2001

E 1666744 B 2824 P 116

EXHIBIT "A"

Beginning at the intersection of a fence line projection and the east line of Lot 5, Block 20, Farmington Town-site Resurvey, as recorded and on file in the office of the Davis County Recorder as Entry no. 344702 on October 8, 1970, Said point being North  $0^{\circ}21'15''$  East 3.24 feet along the east line from the Southeast Corner of said Lot 5, said point of beginning also being South  $0^{\circ}21'15''$  West 213.58 feet along the monument line in 100 East Street and North  $89^{\circ}46'53''$  West 49.50 feet from a Davis County Surveyor's Nail and Washer marking the monument in 100 East Street and 400 North Street, and running;

Thence South  $89^{\circ}59'57''$  West 248.09 feet to and along a fence line to a point being North  $0^{\circ}22'01''$  East 2.38 feet along the west line of said Lot 5 from the Southwest Corner of said Lot 5, and being the end.

