## BOUNDARY LINE AGREEMENT

(Title)

AGREEMENT, made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_ December\_, 1995, by and between \_\_\_\_\_\_\_\_\_ DURRANT & \_\_\_\_\_\_\_\_ PETERSON, L.L.C.\_, hereinafter referred to as Party(ies) of the First Part; and \_\_\_\_\_\_\_\_\_ UNIVERSAL CAMPUS FEDERAL CREDIT UNION, a corporation\_, hereinafter referred to as Party(ies) of the Second Part, for the purpose of fixing and determining the boundary and division line between adjoining parcels of land owned by said parties, which boundary line is now uncertain because of discrepancies between the record title lines.

WHEREAS, <u>DURRANT & PETERSON, L.L.C.</u>, Party(ies) of the First Part, is in possession of a parcel of land which has been surveyed by a registered land surveyor and described by said title line survey as follows, to-wit:

## \*SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART THEREOF.

WHEREAS, the Party(ies) of the Second part are in possession of certain parcels of land adjoining and contiguous to the title line above described and lying immediately adjacent to the survey line, and to the South.

WHEREAS, the hereinabove described existing title line separates the parcels of land and constitutes a division line between the same that has long been recognized by the parties hereto and their predecessors in title as the boundary and division lines between their said parcels of land.

THE PARTIES AGREE THAT the established title line as the same now exists shall constitute the boundary and division line between the said parcel of land in the possession of the parties hereto. Each of the said parties hereby recognizes and agrees that the other party(ies) is the legal owner up to said title line of the respective parcel of land in such party's possession, and the parties further agree that these stipulations shall apply to and be binding upon them, their heirs, personal representatives and assigns.

PURSUANT to the foregoing stipulations and for the value received the receipt of which is acknowledged DURRANT & PETERSON, L.L.C., Party(ies) of the First Part, hereby remise, releases and forever quit claims to the aforesaid Party(ies) of the Second Part, as their interests appear herein, any and all right, title, and interest which they may have in and to all lands in the possession of each of said Party(ies) of the second part, adjoining and adjacent to said title lines above described; and, for value received, the receipt of which is hereby acknowledged, the said parties of the Second Part hereby remise, release and forever quit claim to DURRANT & PETERSON, L.L.C., Party(ies) of the First Part, as their interests appear herein, any and all right, title and interest which said Party(ies) of the Second Part may have in and to all the land in the possession of the said Party(ies) of the First Part, lying within the boundaries of the aforedescribed title line, survey, being the parcel of land in possession of the said DURRANT & PETERSON, L.L.C., Party(ies) of the First Part, hereinabove described.

IN WITNESS WHEREOF, the Party(ies) have hereunto signed their names to this agreement the day and year first above written.

PARTY(IES) OF THE FIRST PART:

PARTY(IES) OF THE SECOND PART:

DURRANT & PETERSON, L.L.C.

UNIVERSAL CAMPUS FEDERAL CREDIT

UNION, a corporation

Devin G. Durrant By:

STATE OF UTAH

: ss.

County of Utah

On the 7th day of December, 1995, personally appeared before me Devin G. Durrant, who being by me duly sword that he is the Managing Member of DURRANT & PETERSON, L.L.C. and that the within and foregoing instrument was signed in behalf of said L.L.C. by authority of the operating agreement of



NOTARY PUBLIC C. BRYANT SAFFORD 313 EAST 1200 SOUTH #200 **OREM, UT 84058** My Commission Expires June 3 1997

STATE OF UTAH )

County of Utah )

On the  $\frac{100}{100}$  day of December, 1995, personally appeared before  $\frac{1}{100}$  day of December, 1995, personally appeared before  $\frac{1}{100}$  day of December, 1995, personally appeared before me Jeffver hun Sermon, who being by me duly sworn did say, that he as the said EX. OTCE PRESTORNER, of UNIVERSAL CAMPUS FEDERAL CREDIT UNION, a corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors JEFF SERMON , duly acknowledged to me that said corporation executed the same.



WENDY CLUFF Notary Public STATE OF UTAH My Comm. Exp. JUL 27,1996

## EXHIBIT "A"

Commencing at a point located South 00 deg. 39'21" East along the Section line 520.56 feet and East 249.40 feet from the Northwest corner of Section 31, Township 6 South, Range 3 East, Salt Lake Base and Meridian; thence North 89 deg. 29'38" East 330.00 feet to a point located East 585.35 feet and South 517.61 feet from the Northwest corner of said Section 31.