

7746166
10/25/2000 03:49 PM 25.00
Book - 8396 Pg - 6461-6464
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
BACKMAN-STEWART TITLE SERVICES
BY: SLH, DEPUTY - WI 4 P.

When Recorded Return To:

Backman-Stewart
9071 So. 1300w. #300
West Jordan, Ut. 84088

7746166

AGREEMENT

This Agreement is made this 30th day of September, 2000, by and between the property owners of HILLTOP SUBDIVISION, whose names appear in Exhibit "A" attached (hereinafter referred to as "HILLTOP OWNERS") and the property owners of SUNRISE VALLEY SUBDIVISION, whose names appear in Exhibit "A" attached (hereinafter referred to as "SUNRISE VALLEY OWNERS").

ACCOMMODATION: Backman-Stewart Title makes no representation as to condition of title or assumes responsibility for validity, sufficiency, and effect of document on property.

Recitals:

A. HILLTOP OWNERS are the owners in fee simple of the following described tract of land located in Salt Lake County, State of Utah:

Lot 1, 2, 3, 4, 5 & 6, HILLTOP SUBDIVISION, according to the official plat thereof.

Said tract of land is hereinafter referred to as the HILLTOP Property.

B. SUNRISE VALLEY OWNERS are the owners in fee simple of the following described tract of land located in Salt Lake County, Utah:

Lots 8, 9, 10, 11 & 12, SUNRISE VALLEY SUBDIVISION, according to the official plat thereof

Said tract of land is hereinafter referred to as the SUNRISE VALLEY Property.

C. The HILLTOP Property and the SUNRISE VALLEY Property adjoin one another. The South boundary of the HILLTOP Property is contiguous with the North boundary of the SUNRISE Property.

D. Doubt and uncertainty has arisen as to the exact location of the line constituting the common boundary line between the properties. HILLTOP OWNERS and SUNRISE VALLEY OWNERS now desire to settle this uncertainty by executing, acknowledging and causing to be recorded this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants and promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. HILLTOP OWNERS and SUNRISE VALLEY OWNERS agree that the South line of HILLTOP SUBDIVISION as recorded in the office of the County Recorder shall constitute the common boundary between the SUNRISE VALLEY Property and the HILLTOP Property.

2. The HILLTOP OWNERS and the SUNRISE VALLEY OWNERS hereby acknowledge the existence of a block wall ("Block Wall") which may lie 1 to 2 feet more or less South of the North boundary line of SUNRISE VALLEY SUBDIVISION. Parties herein acknowledge that the block wall does not establish the boundary between the HILLTOP Property and SUNRISE VALLEY Property.

3. The HILLTOP OWNERS and the SUNRISE VALLEY OWNERS hereby agree that the Block Wall will: (1) remain in its current location and not be modified or damaged; and (2) not be demolished without the prior written consent of all the parties herein.

4. Each SUNRISE VALLEY OWNER (a Grantor) hereby grants and conveys to each HILLTOP OWNER (a Grantee) owning a lot or lots within the HILLTOP Property and adjacent to the Grantor's lot or lots located within the SUNRISE VALLEY Property, an exclusive easement for the installation, maintenance, use, repair and replacement of landscaping and fences, which easement shall be located on the portion of Grantor's lot or lots that is between the Northerly boundary thereof and the Block Wall and that is adjacent to the Grantee's lot or lots. This easement will expire once the Block Wall is demolished.

POOR COPY -
CO. RECORDER

BK8396PG6461

4. This Boundary Agreement shall be binding upon and inure to the benefit of the HILLTOP OWNERS and the SUNRISE VALLEY OWNERS and their respective successors and assigns.

EXECUTED the date and year first above written.

Deborah L. Westover
DEBORAH L. WESTOVER
ADDRESS: 1152 E. 11245th S.
Sandy Ut. 84092

Kyle J. Westover Sr.
KYLE J. WESTOVER, SR.
ADDRESS: 1152 E. 11245th S.
Sandy Ut. 84092

Jeffrey S. Westover
JEFFREY S. WESTOVER
ADDRESS: 1152 E. 11245th S.
Sandy Ut. 84092

Sandra E. Westover
SANDRA E. WESTOVER
ADDRESS: 1152 E. 11245th S.
Sandy Ut. 84092

Danny R. Larsen
DANNY R. LARSEN
ADDRESS: 1152 E. 11245th S.
Sandy Ut. 84092

Jackie Larsen
JACKIE LARSEN
ADDRESS: 1152 E. 11245th S.
Sandy Ut. 84092

Len Pickens
LEN PICKENS
ADDRESS: 9953 S. Fair Haven Cr.
Sandy Ut. 84092

Christina M. Cavallini
SUNRISE CAPITAL, L.L.C.
BY CW MANAGEMENT CORPORATION
MEMBER MANAGER
ADDRESS: 9011 S. 13000th #201
West Jordan, Ut. 84088

Joanne R. Buchi
JOANNE R. BUCHI
ADDRESS: 1152 E. 11245th S.
Sandy Ut. 84092

Delford E. Goff
DELFOED E. GOFF
ADDRESS: 1152 E. 11245th S.
Sandy Ut. 84092

Laurel H. Goff
LAUREL H. GOFF
ADDRESS: 1152 E. 11245th S.
Sandy Ut. 84092

Jeri Grigg
JERI GRIGG
ADDRESS: 1152 E. 11245th S., Sandy Ut. 84092

Massparr Ltd.
MASPARR, LTD.
ADDRESS: 5050 Main St. Ste. 101, Ut. 84144
NEFF CONSTRUCTION, INC.

BY: A. Robert Neff
A. ROBERT NEFF, President
ADDRESS: 1525 E. 3300th #2
Soc. Ut. 84106

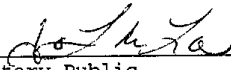
Jan Larson
JORDAN SCHOOL DISTRICT
BOARD OF EDUCATION
ADDRESS: 9150 S. 5100th S.
Sandy Ut. 84010

A. Robert Neff
A. ROBERT NEFF, Trustee of
Neff Construction, Inc. Profit
Sharing Trust
1525 E. 3300th #2
Soc. Ut. 84106

-POOR COPY-
CO. RECORDER

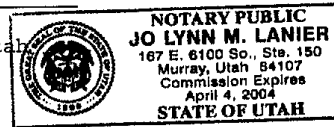
STATE OF UTAH, COUNTY OF SALT LAKE ss:

On the 24th day of October, 2000, personally appeared before me A. ROBERT NEFF, who being by me duly sworn says that he is the President of Neff Construction, Inc. the corporation that executed the above instrument, and that said instrument was signed in behalf of said corporation by authority of its by-laws (or by authority of a resolution of its board of directors) and said A. ROBERT NEFF acknowledged to me that said corporation executed the same.



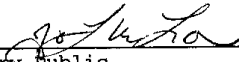
Notary Public
Residing In: Bountiful, Utah

My Commission Expires: 4/4/2004



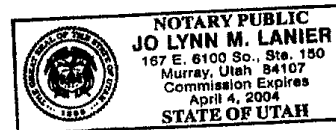
STATE OF UTAH, COUNTY OF SALT LAKE ss:

On the 24th day of October, 2000, personall appeared before me A. ROBERT NEFF, Trustee of Neff Construction, Inc. Profit Sharing Trust, the signer of the above instrument, who duly acknowledged to me that he executed the same.



Notary Public
Residing In: Bountiful, Utah

My Commission Expires: 4/4/2004



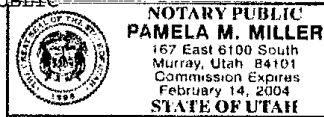
BK8396PG6463

STATE OF UTAH

COUNTY OF SALT LAKE

ON OCTOBER 9, 2000, PERSONALLY APPEARED BEFORE ME JOANNE R. BUCHI, THE SIGNER(S) OF THE FOREGOING INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME.

[Handwritten Signature]
NOTARY PUBLIC

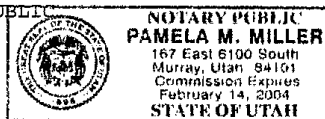


STATE OF UTAH

COUNTY OF SALT LAKE

ON OCTOBER 10, 2000, PERSONALLY APPEARED BEFORE ME DELFORD E. GOFF AND LAUREL H. GOFF, THE SIGNER(S) OF THE FOREGOING INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

[Handwritten Signature]
NOTARY PUBLIC

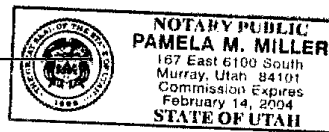


STATE OF UTAH

COUNTY OF SALT LAKE

ON OCTOBER 13,, 2000, PERSONALLY APPEARED BEFORE ME JERI GRIGG, THE SIGNER(S) OF THE FOREGOING INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME.

[Handwritten Signature]
NOTARY PUBLIC

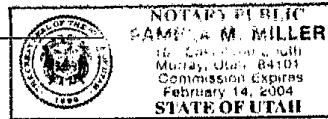


STATE OF UTAH

COUNTY OF SALT LAKE

ON OCTOBER 17, 2000, PERSONALLY APPEARED BEFORE ME DEBORAH L. GOFF, KYLE J. WESTOVER, JEFFERY S. WESTOVER AND SANDRA E. WESTOVER, THE SIGNER(S) OF THE FOREGOING INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

[Handwritten Signature]
NOTARY PUBLIC

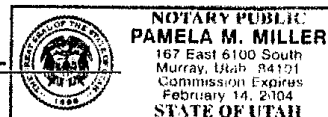


STATE OF UTAH

COUNTY OF SALT LAKE

ON OCTOBER 18, 2000, PERSONALLY APPEARED BEFORE ME DANNY R. LARSEN AND JACKIE LARSEN, THE SIGNER(S) OF THE FOREGOING INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

[Handwritten Signature]
NOTARY PUBLIC



STATE OF UTAH)

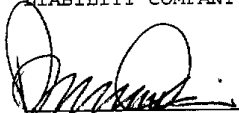
COUNTY OF SALT LAKE)

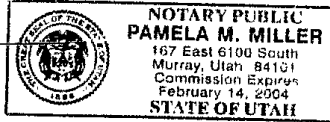
ON THE 16TH DAY OF OCTOBER, 2000, PERSONALLY APPEARED BEFORE ME, CHRISTOPHER K. MCCANDLESS, KNOWN TO ME TO BE THE PRESIDENT OF CW MANAGEMENT CORPORATION, WHO BEING BY ME DULY SWORN DID SAY, THAT HE, THE SAID CHRISTOPHER K. MCCANDLESS, AS PRESIDENT OF CW MANAGEMENT CORPORATION, IS THE SAID MANAGING MEMBER OF SANDY

BK8396PG6464

Continuation Page

WILLOWS L.L.C., A UTAH LIMITED LIABILITY COMPANY AND THAT THE WITHIN AND FOREGOING INSTRUMENT WAS SIGNED ON BEHALF OF SAID LIMITED LIABILITY COMPANY BY AUTHORITY OF ITS OPERATING AGREEMENT, AND ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

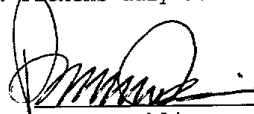

NOTARY PUBLIC

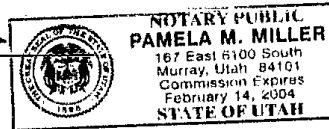


State of Utah

County of Salt Lake

On 23rd day of October, 2000, personally appeared before me, Leonard J. Pickens who being by me duly sworn did say, that he is the said President of Len Pickens construction Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Leonard J. Pickens duly acknowledged to me that said corporation executed the same.

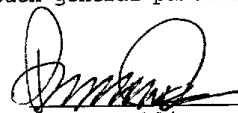

Notary Public

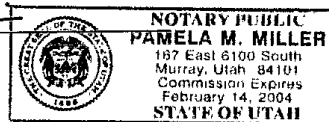


STATE OF UTAH

COUNTY OF SALT LAKE

On the 23rd day of October, 2000, personally appeared before me MASSOUD M PARVAR, who being duly sworn or affirmed, did say that he is the General Partner of MASSPARR, LTD., a limited partnership, and that the said instrument was signed in behalf of said partnership, by authority, and said MASSOUD M PARVAR acknowledged to me that he as such general partner executed the same in the name of the partnership.

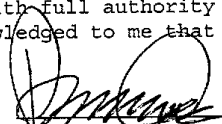

Notary Public

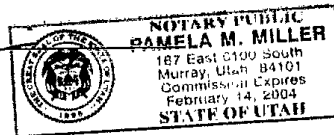


STATE OF UTAH

COUNTY OF SALT LAKE

On the 23rd day of October, 2000, personally appeared before me RAY JENSEN, on behalf of JORDAN SCHOOL DISTRICT, AUXILIARY SERVICES DIVISION. Said instrument was signed by RAY JENSEN, with full authority of JORDAN SCHOOL DISTRICT and the said RAY JENSEN acknowledged to me that he executed the same.


Notary Public



BK 2396 PG 6464A