

## BOUNDARY LINE AGREEMENT

AGREEMENT, made and entered into this 15 OCTOBER 1996, by and between **PROVO CITY HOUSING AUTHORITY, A BODY CORPORATE AND POLITIC**, hereinafter referred to as the Party of the First Part; and **KEVIN R. BROOKS AND NATALIE BROOKS, HUSBAND AND WIFE, AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP**, hereinafter referred to as Party 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 established fence line and the record title.

WHEREAS, **PROVO CITY HOUSING AUTHORITY, A BODY CORPORATE AND POLITIC**, Party 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 fence line survey as follows to wit:

SEE ATTACHED EXHIBIT  
ENT 91042 BK 4116 PG 173  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
1996 Nov 07 01:54 pm FEE 14.00 BY MBM  
RECORDED FOR FIDELITY LAND & TITLE

WHEREAS, the Party of the Second Part are in possession of certain parcels of land adjoining the parcel above described and lying immediately adjacent to the fence line of the same, and to the **NORTH**.

WHEREAS, the hereinabove described existing fence line separates the parcels of land and constitutes a physical boundary and 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 fence line as the same now exists shall constitute the boundary and division line between the parcel of land in the possession of the parties hereto. Each of the said parties hereby recognizes and agrees that the other party is the legal owner up to said fence 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 for value received, the receipt of which is acknowledged, **PROVO CITY HOUSING AUTHORITY, A BODY CORPORATE AND POLITIC**, Party of the First Part, hereby remises, releases and forever quit claims to the aforesaid Party of the Second Part any and all title and interest which he may have in and to all lands in the possession of each of said Party of the Second Part, adjoining and adjacent to said fence line above described; and, for value received, the receipt of which is hereby acknowledged, **KEVIN R. BROOKS AND NATALIE BROOKS**, the said Party of the Second Part hereby remises, releases and forever quit claims to **PROVO CITY HOUSING AUTHORITY, A BODY CORPORATE AND POLITIC**, party of the first part as their interests appear herein, any and all right, title and interest which said Party of the Second Part may have in and to all land in the possession of the said Party of the First Part, lying within the boundaries of the aforescribed fence line, being the parcel of land in possession of the said **PROVO CITY HOUSING AUTHORITY, A BODY CORPORATE AND POLITIC**, Party of the First Part, hereinabove described.

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

**Party of the First Part:**

PROVO CITY HOUSING AUTHORITY, A BODY CORPORATE AND POLITIC

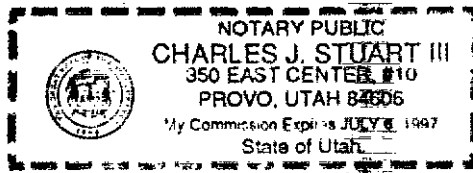
by: Douglas J. Carlson  
its: Executive Director

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STATE OF Utah )  
COUNTY OF Utah ) SS

On the 15 October 1996, personally appeared before me Douglas J. Carlson, title: Executive Director who being by me duly sworn, did say that he/she is a duly authorized representative for **PROVO CITY HOUSING AUTHORITY, A BODY CORPORATE AND POLITIC** and that said instrument was signed in behalf of said corporation, and said Douglas J. Carlson, acknowledged to me that said corporation executed the same.

[Signature]  
NOTARY PUBLIC



**Party of the Second Part:**

Kevin R. Brooks  
KEVIN R. BROOKS  
Natalie Brooks  
NATALIE BROOKS

STATE OF Utah )  
COUNTY OF Utah ) SS

On the 10/15/96, personally appeared before me **KEVIN R. BROOKS AND NATALIE BROOKS**, the signer of the within instrument, who duly acknowledged to me that they executed the same.

[Signature]  
NOTARY PUBLIC

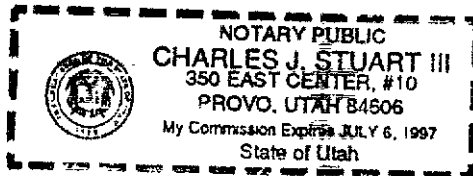


EXHIBIT "A"

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BEGINNING AT THE NORTHWEST CORNER OF LOT 31, SECTION "A", OAK CLIFF PLANNED DWELLING GROUP SUBDIVISION, SAID POINT BEING NORTH 1338.149 FEET AND EAST 1525.388 FEET FROM THE SOUTHWEST CORNER OF SECTION 32, TOWNSHIP 6 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE EAST 131.91 FEET; THENCE NORTH 59-09-04 FEET 49.22 FEET; THENCE NORTH 63-40-20 EAST 39.46 FEET; THENCE NORTH 67-58-26 EAST 44.92 FEET; THENCE NORTH 71-40-39 EAST 27.73 FEET; THENCE NORTH 87-07-08 EAST 27.14 FEET; THENCE SOUTH 89-19-45 EAST 38.60 FEET; THENCE SOUTH 63-56-42 EAST 35.40 FEET; THENCE SOUTH 76-01-23 EAST 30.95 FEET; THENCE SOUTH 79-23-25 EAST 23.94 FEET; THENCE SOUTH 86-47-34 EAST 17.94 FEET; THENCE SOUTH 72-17-21 EAST 30.74 FEET; THENCE SOUTH 59-22-51 EAST 61.71 FEET; THENCE SOUTH 09-50-15 EAST 44.54 FEET; THENCE ALONG THE ARC OF A 840.00 FOOT RADIUS CURVE TO THE LEFT 170.80 FEET (CHORD BEARS SOUTH 15-39-44 EAST 170.51 FEET); THENCE ALONG THE ARC OF A 280.00 FOOT RADIUS CURVE TO THE RIGHT 151.44 FEET (CHORD BEARS SOUTH 05-59-36 EAST 149.60 FEET); THENCE ALONG THE ARC OF A 440.00 FOOT RADIUS CURVE TO THE LEFT 112.70 FEET (CHORD BEARS SOUTH 02-09-51 WEST 112.39 FEET); THENCE SOUTH 68-07-29 WEST 200.89 FEET; THENCE SOUTH 45-00-00 WEST 10.65 FEET; THENCE NORTH 15-39-26 WEST 42.68 FEET; THENCE NORTH 87-40-52 WEST 150.40 FEET; THENCE NORTH 62-04-18 EAST 145.78 FEET; THENCE SOUTH 75-34-00 WEST 208.93 FEET; THENCE ALONG THE ARC OF A 1030.00 FOOT RADIUS CURVE TO THE LEFT 309.12 FEET (CHORD BEARS NORTH 16-24-09 WEST 307.96 FEET); THENCE NORTH 25-00-00 WEST 44.35 FEET; THENCE NORTH 24-53-25 WEST 94.69 FEET; THENCE ALONG THE ARC OF A 220.00 FOOT RADIUS CURVE TO THE RIGHT 69.59 FEET (CHORD BEARS NORTH 15-56-59 WEST 69.30 FEET) TO THE POINT OF BEGINNING.