

BOUNDARY LINE AGREEMENT

This Boundary Line Agreement is made and entered into this 3rd day of NOVEMBER, 1997, by and between C. Jean Larsen, Successor Trustee of the Larsen Family Trust dated May 7th, 1986, and Donald V. Poppen and Elenor I. Poppen, husband and wife, and C. Steven Hatch and Marjorie D. Hatch (aka Margery D. Hatch), husband and wife.

WHEREAS the parties are the owners of record and are in possession of adjoining parcels of real property located in Utah County, State of Utah, which parcels are contiguous to fences and other structures which have divided and separated the properties of the parties; and

WHEREAS a survey on the ground by T.E. Madden, a Professional Land Surveyor, duly licensed by the State of Utah and holding Registration Number 156204, has shown that the boundary lines of said parcels as defined by the Deeds of Record disagree significantly with the lines of possession as evidenced by said fences and other structures; and

WHEREAS the parties desire to establish the legal boundary lines between their respective properties to coincide with said fences and other structures;

SAID parties therefore agree as follows:

1. C. Steven Hatch and Majorie D. Hatch, husband and wife, and Donald V. Poppen and Elenor I. Poppen, husband and wife, hereby recognize and agree that C. Jean Larsen, Successor Trustee of the Larsen Family Trust dated May 7th, 1986, is the legal owner of that certain real property described in attached Exhibit "A" (hereinafter known as the Larsen Property); and do hereby remise, release and Quit-Claim to C. Jean Larsen, Successor Trustee of the Larsen Family Trust dated May 7th, 1986, any and all interest which they may have in and to said Larsen Property.

2. C. Steven Hatch and Majorie D. Hatch, husband and wife, and C. Jean Larsen, Successor Trustee of the Larsen Family Trust dated May 7th, 1986, hereby recognize and agree that Donald V. Poppen and Elenor I. Poppen, husband and wife, are the legal owners of that certain real property described in attached Exhibit "B" (hereinafter known as the Poppen Property); and do hereby remise, release and Quit-Claim to Donald V. Poppen and Elenor I. Poppen, husband and wife, any and all interest which they may have in and to said Poppen Property, except that C. Steven Hatch and Marjorie D. Hatch, husband and wife, do hereby reserve an easement for access and maintenance over the existing asphalt driveway and curbs which they share in common with Donald V. Poppen and Elenor I. Poppen, husband and wife, and part of which lies within said Poppen Property.

3. C. Steven Hatch and Marjorie D. Hatch, husband and wife, and C. Jean Larsen, Successor Trustee of the Larsen Family Trust dated May 7th, 1986, and Donald V. Poppen and Elenor I. Poppen, husband and wife, hereby recognize and agree that C. Steven Hatch and Marjorie D. Hatch, husband and wife, are the legal owners of that certain real property described in attached Exhibit "C" (hereinafter known as the Hatch House Property); and do hereby remise, release and Quit-Claim to C. Steven Hatch and Marjorie D. Hatch, husband and wife, any and all interest which they may have in and to said Hatch House Property, except that Donald V. Poppen and Elenor I. Poppen, husband and wife, do hereby reserve an easement for access and maintenance over the existing asphalt driveway and curbs which they share in common with C. Steven Hatch and Marjorie D. Hatch, husband and wife, and part of which lies within said Hatch House Property.

4. C. Steven Hatch and Marjorie D. Hatch, husband and wife, and C. Jean Larsen, Successor Trustee of the Larsen Family Trust dated May 7th, 1986, and Donald V. Poppen and Elenor I. Poppen, husband and wife, hereby recognize and agree that C. Steven Hatch and Marjorie D. Hatch, husband and wife, are the legal owners of that certain real property described in attached Exhibit "D" (hereinafter known as the Hatch Orchard Property); and do hereby remise, release and Quit-Claim to C. Steven Hatch and Marjorie D. Hatch, husband and wife, any and all interest which they may have in and to said Hatch Orchard Property, except that C. Jean Larsen, Successor Trustee of the Larsen Family Trust dated May 7th, 1986 does hereby retain a right-of-way as provided for in paragraph 6 below.

5. C. Steven Hatch and Marjorie D. Hatch, husband and wife, and their heirs, successors and assigns, and Donald V. Poppen and Elenor I. Poppen, husband and wife, and their heirs, successors, and assigns shall, at their joint expense, keep and maintain the asphalt driveway and curbs which they share and use in common in good condition and repair.

6. C. Jean Larsen, Successor Trustee of the Larsen Family Trust dated May 7th, 1986 does hereby retain a right-of-way over the existing roadway as now located upon the Hatch Orchard Property, which roadway connects the Larsen Property with Provo Canyon Road, until such time as a new route is provided by C. Steven Hatch and Marjorie D. Hatch, husband and wife, or their heirs, successors, or assigns, of equal or better width, materials, and design. The present right-of-way across the Hatch Orchard Property shall be extinguished and shall transfer to the new route except for those portions of said new route, if any, which shall be dedicated to the Public. C. Jean Larsen, Successor Trustee of the Larsen Family Trust dated May 7th, 1986 and her heirs, successors, and assigns shall be solely responsible for the maintenance and repairs of the existing road right-of-way crossing the Hatch Orchard Property until such time as all or part of said roadway is

replaced by a new roadway, and shall be solely responsible for the maintenance and repairs of said new roadway except those portions, if any, dedicated to and maintained by the Public.

7. The foregoing easements and right-of-way shall be perpetual, shall be appurtenant to and run with the respective properties described above, and shall be for use in accordance with the current residential usage of said properties.

8. Each party on behalf of itself, its heirs, successors and assigns hereby releases and forever discharges the other parties and their heirs, successors and assigns from any and all claims, liens, losses, demands, actions, causes of action, rights, damages, costs, expenses, contracts, covenants, obligations, debts, and liabilities relating to any matters of any kind, presently known or unknown, resulting from or arising out of this Boundary Line Agreement, other than the rights, obligations, and liabilities set forth herein.

9. This agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. No party has made any promise or offer of any further payment or consideration or agreement or promise to do any act or thing not set forth herein.

10. No modification or amendment to this Agreement shall be of any force or effect unless in writing and executed by all parties to this Agreement.

11. This Agreement may be executed and delivered in any number of counterparts each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

12. This Agreement shall be binding upon the heirs, successors and assigns of the parties.

13. This Agreement shall be governed by and construed according to the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date above written, or lacking said date, as of the date of Recordation.

C. Jean Larsen
C. Jean Larsen, Successor Trustee of the
Larsen Family Trust dated May 7th, 1986

Donald V. Poppen
Donald V. Poppen

Elenor I. Poppen
Elenor I. Poppen

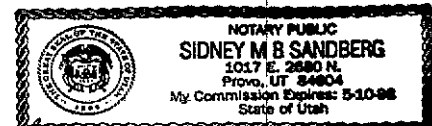
C. Steven Hatch
C. Steven Hatch

Margery D. Hatch
Marjorie D. Hatch aka Margery D. Hatch

STATE OF UTAH)
COUNTY OF UTAH) :ss

In the County of Utah, State of Utah, on this 17 day of DECEMBER, 1997, before me, the undersigned notary, personally appeared C. JEAN LARSEN, SUCCESSOR TRUSTEE OF THE LARSEN FAMILY TRUST dated May 7th, 1986, who proved her identity to me by Utah drivers license, to be the person who signed the preceding Boundary Line Agreement in my presence and who affirmed to me that her signature was voluntary and the document truthful and who duly acknowledged to me that she executed the same for the purposes and consideration stated therein.

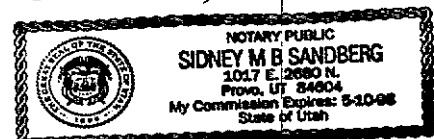
Sidney M B Sandberg
NOTARY PUBLIC



STATE OF UTAH)
COUNTY OF UTAH) :ss

In the County of Utah, State of Utah, on this 3rd day of November, 1997, before me, the undersigned notary, personally appeared DONALD V. POPPEN and ELENOR I. POPPEN, husband and wife, who proved their identity to me by Utah drivers licenses, to be the persons who signed the preceding Boundary Line Agreement in my presence and who affirmed to me that their signatures are voluntary and the document truthful and who duly acknowledged to me that they executed the same for the purposes and consideration stated therein.

Sidney M B Sandberg
NOTARY PUBLIC



STATE OF UTAH)
COUNTY OF UTAH) :ss

In the County of Utah, State of Utah, on this 3rd day of November, 1997, before me, the undersigned notary, personally appeared C. STEVEN HATCH and MARJORIE D. HATCH aka MARGERY D. HATCH, husband and wife, known to me to be the persons who signed the preceding Boundary Line Agreement in my presence and who affirmed to me that their signatures are voluntary and the document truthful and who duly acknowledged to me that they executed the same for the purposes and consideration stated therein.

Sidney M B Sandberg
NOTARY PUBLIC

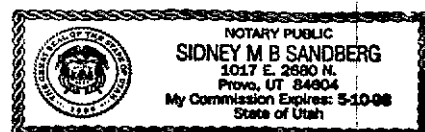


EXHIBIT "A"

Beginning at an iron pin in an existing fence line which is South $0^{\circ}06'00''$ West 366.52 ft. and South $89^{\circ}54'00''$ East 720.00 ft. from the West 1/4 Corner of Section 30, Township 6 South, Range 3 East, Salt Lake Meridian;

thence North $0^{\circ}06'00''$ East 371.96 ft. to an iron pin;

thence South $64^{\circ}35'00''$ West 157.16 ft. to an iron pin;

thence South $52^{\circ}15'00''$ West 243.38 ft., more or less, to the easterly right-of-way line of old U.S. Highway 189, and an iron pin;

thence southerly 171.88 ft. along said R/W line along the arc of a 1106.30 foot radius curve to the left, through a central angle of $8^{\circ}54'06''$ (chord bears South $21^{\circ}41'30''$ West 171.70 ft.) to an iron pin;

thence North $89^{\circ}25'00''$ East 397.22 ft. along an existing fence line to the Point of Beginning.

Area: 2.253 acres, more or less.

Basis of bearing: Utah State Plane Coordinate System, Central Zone. North $0^{\circ}06'00''$ East (Utah State Plane) equals TRUE NORTH (which is the assumed basis of bearing for that certain Warranty Deed from Flora S. McKell to Lorrin H. Larsen and C. Jean Larsen dated March 26, 1965 and recorded as Entry 5224-65 of the Official Records of Utah County, from which this description descends).

EXHIBIT "B"

Beginning at an iron pin in an existing fence line which is South 0°47'00" East 368.97 ft. along the section line and EAST 600.45 ft. from the West 1/4 Corner of Section 30, Township 6 South, Range 3 East, Salt Lake Meridian;

thence South 5°28'00" East 107.67 ft. to a nail in asphalt;
thence South 72°26'00" West 328.71 ft. to a nail in asphalt;
thence South 81°59'18" West 17.07 ft. to a nail in asphalt on the east line of a Quit-Claim Deed to Provo City Corporation for a right-of-way for Provo Canyon Road recorded in Book 1793 at Page 837 of the Official Records of Utah County;
thence northerly 210.17 ft. along said R/W along the arc of an 1106.30 foot radius curve to the right, through a central angle of 10°53'04" (chord bears North 11°05'16" East 209.85 ft.) to an iron pin;
thence North 89°25'00" East 279.69 ft. along an existing fence line to the Point of Beginning.

Area: 1.104 acres, more or less.

Basis of bearing: Utah State Plane Coordinate System, Central Zone.

EXHIBIT "C"

Beginning at an iron pin in an existing fence line which is South 0°47'00" East 368.97 ft. along the section line and EAST 600.45 ft. from the West 1/4 Corner of Section 30, Township 6 South, Range 3 East, Salt Lake Meridian;

thence South 5°28'00" East 107.67 ft. to a nail in asphalt;
thence South 72°26'00" West 328.71 ft. to a nail in asphalt;
thence North 81°59'18" East 280.85 ft. along the line of a Settlement and Boundary Line Agreement dated June 5, 1995 and recorded in Book 3692 at Pages 609 through 619 of the Official Records of Utah County to an existing iron pin called for in said boundary line agreement;
thence South 0°46'03" East 10.00 ft. to an existing iron pin called for in said boundary line agreement;
thence North 88°54'49" East 86.94 ft. to an existing iron pin called for in said boundary line agreement;
thence South 88°06'26" East 45.86 ft. to an existing iron pin called for in said boundary line agreement;
thence South 89°31'45" East 125.27 ft. along said boundary line agreement;
thence North 87°31'29" East 67.78 ft. to an existing iron pin adjacent to an existing chainlink fence line as called for in said boundary line agreement;
thence North 0°41'55" West 178.27 ft. along said existing chainlink fence line to a metal post called for in said boundary line agreement;
thence South 89°25'00" West 118.00 ft. to an iron pin;
thence North 0°35'00" West 23.80 ft. to an iron pin;
thence South 89°25'00" West 49.10 ft. to an iron pin;
thence South 8°30'00" West 24.10 ft. to an iron pin;
thence South 89°25'00" West 127.79 ft. to the Point of Beginning.

Area: 1.435 acres, more or less.

Basis of Bearing: Utah State Plane Coordinate System, Central Zone.

EXHIBIT "D"

Beginning at a chainlink fence corner on the north boundary line of a Provo City Park, which fence corner is located South 0°47'00" East 362.90 ft. along the section line and EAST 1196.70 ft. from the West 1/4 Corner of Section 30, Township 6 South, Range 3 East, Salt Lake Meridian;

thence South 89°25'00" West 297.50 ft. along a chainlink fence line called for in that certain Settlement and Boundary Line Agreement, dated June 5, 1995, and recorded in Book 3692 at Pages 209 through 219 of the Official Records of Utah County, to a metal post as called for in said boundary line agreement;

thence South 89°25'00" West 118.00 ft. to an iron pin;

thence North 0°35'00" West 23.80 ft. to an iron pin;

thence South 89°25'00" West 49.10 ft. to an iron pin;

thence South 8°30'00" West 24.10 ft. to an iron pin;

thence South 89°25'00" West 13.92 ft. to an iron pin;

thence North 0°06'00" East 371.96 ft. to an iron pin;

thence South 64°35'00" West 157.16 ft. to an iron pin;

thence South 52°15'00" West 243.38 ft., more or less, to the easterly right-of-way line of old U.S. Highway 189 (Provo Canyon Road), and an iron pin;

thence northeasterly 467.10 ft. along said R/W line along the arc of an 1106.30 foot radius curve to the right, through a central angle of 24°11'29" (chord bears North 38°14'17" East 463.64 ft.), to an iron pin;

thence North 50°20'00" East 536.38 ft. along said R/W line to an iron pin;

thence easterly 28.28 ft. along the right-of-way line of a city street along the arc of an 18 foot radius curve to the right through a central angle of 90°01'07" (chord bears South 84°20'53" East 25.46 ft.) to an iron pin;

thence South 39°20'53" East 35.93 ft. along the westerly R/W line of said city street to an iron pin;

thence southerly 81.90 ft. along said R/W line along the arc of a 122 foot radius curve to the right, through a central angle of 38°27'46" (chord bears South 20°07'03" East 80.37 ft.) to an iron pin;

thence South 0°53'13" East 188.56 ft. along said R/W line to an iron pin;

thence southerly 30.86 ft. along said R/W line along the arc of a 156 foot radius curve to the left, through a central angle of 11°20'04" (chord bears South 6°33'13" East 30.81 ft.) to an iron pin;

thence southerly 19.78 ft. along said R/W line along the arc of a 100 foot radius curve to the right, through a central angle of 11°20'04" (chord bears South 6°33'13" East 19.75 ft.) to an iron pin;

thence South 0°53'13" East 105.30 ft. along said R/W line to an iron pin;

EXHIBIT "D"

Continued

thence North 89°33'25" East 23.49 ft. to a fence line called for in those certain boundary line agreements recorded in Book 2859 at Page 307 and in Book 2900 at Page 42 and in Book 3055 at Page 300 of the Official Records of Utah County, and an iron pin;

thence South 1°00'25" East 222.17 ft. along said Boundary Line Agreement line to an existing iron pin at a fence corner;

thence South 0°50'30" East 185.39 along said agreement fence line to the Point of Beginning.

Area: 8.621 acres, more or less.

Basis of Bearing: Utah State Plane Coordinate System, Central Zone.

ADDENDUM TO HATCH-LARSEN BOUNDARY LINE AGREEMENT

This Addendum to that Boundary Line Agreement dated November 3, 1997, is made and entered into this 17 day of December, 1997, by and between C. Jean Larsen, Successor Trustee of the Larsen Family Trust dated May 7th, 1986, and C. Steven Hatch and Marjorie D. Hatch (a.k.a. Margery D. Hatch). In the event that the contiguous Larsen and Hatch orchard properties are not developed at the same time, the Hatch development must retain the present point of entry right of way into the Larsen property and also must provide irrigation ditch entry into the Larsen orchard at an elevation sufficient to provide for irrigation as efficient as at present of the Larsen orchard.

IN WITNESS WHEREOF the parties have executed this Addendum to that Boundary Line Agreement dated November 3, 1997, effective as of the date written above, or lacking said date, as of the date of recordation..

C. Jean Larsen
C. Jean Larsen, Successor Trustee of the
Larsen Family Trust dated May 7th, 1986

C. Steven Hatch
C. Steven Hatch

Margery D. Hatch
Marjorie D. Hatch a.k.a. Margery D. Hatch

State of Utah)
: ss

County of Utah)

In the County of Utah, State of Utah, on this 17 day of December, 1997, before me, the undersigned notary, personally appeared C. JEAN LARSEN, SUCCESSOR TRUSTEE OF THE LARSEN FAMILY TRUST dated May 7th, 1986, who proved her identity to me by Utah driver's license, to be the person who signed the preceding Addendum in my presence and who affirmed to me that her signature was voluntary and the document truthful and who duly acknowledged to me that she executed the same for the purposes and consideration stated therein.

Sidney M B Sandberg
Notary Public

State of Utah)
: ss

County of Utah)

In the County of Utah, State of Utah, on this 29 day of December, 1997, before me, the undersigned notary, personally appeared C. STEVEN HATCH and MARJORIE D. HATCH a.k.a. MARGERY D. HATCH, known to me to be the persons who signed the preceding Addendum in my presence and who affirmed to me that their signatures are voluntary and the document truthful and who duly acknowledged to me that they executed the same for the purposes and consideration stated therein.

Sidney M B Sandberg
Notary Public

