

When recorded mail to:
Mower Properties, Inc.
P. O. Box 397
Springville, UT 84663

Cte 9227

BOUNDARY LINE AGREEMENT (SURVEY)

AGREEMENT, made and entered into this ~~May 1st~~ ^{Sept.} ~~2004~~ ²⁰⁰⁵, by and between Mower Properties, Inc., hereinafter referred to as Party(ies) of the First Part; and Allen Davis Woodhouse and Clara Jane Woodhouse, as Trustees of the Allen Davis Woodhouse and Clara Jane Woodhouse Family Trust, 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 established survey and the record title.

WHEREAS, Mower Properties, Inc., 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 survey as follows, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof

WHEREAS, the Party(ies) of the Second Part are in possession of certain parcels of land adjoining the parcel above described and lying immediately adjacent to the survey line of the same, and

WHEREAS, the hereinabove described existing survey 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 line 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 said 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 survey 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 representative(s) and assigns,

PURSUANT to the foregoing stipulations and for value received, the receipt of which is acknowledged Mower Properties, Inc., Party of the First Part, hereby remise, release and forever quit claim 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 Parties of the Second Part, adjoining and adjacent to said survey lines above described; and, for value received, the receipt of which is hereby acknowledged, said Party(ies) of the Second Part do hereby remise, release and forever quit claim to Mower Properties, Inc., Party of the First Part, as their interest appear herein, any and all right, title, and interest which said parties of the Second Part may have in and to all the lands in the possession of the said Party(ies) of the First Part, lying within the boundaries of the aforescribed survey line, survey, being the parcel of land in possession of the said Mower Properties, Inc. 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 written.

PARTY(IES) OF THE FIRST PART

PARTY(IES) OF THE SECOND PART

Mower Properties, Inc.

The Allen Davis Woodhouse and Clara Jane Woodhouse Family Trust

Thomas E. Mower

Allen D. Woodhouse

Thomas E. Mower, President

Allen Davis Woodhouse, Trustee

Clara Jane Woodhouse

Clara Jane Woodhouse, Trustee

State of Utah)

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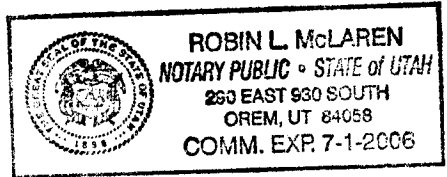
County of Utah)

On the 1st day of ~~May~~ ^{Sept.} 2005, personally appeared before me Thomas E. Mower who being by me duly sworn, did say that he, the said Thomas E. Mower is the President of Mower Properties, Inc. and that the board of directors, and said Thomas E. Mower duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of the said corporation.

Robin L. McLaren

Notary Public

Residing at: Sp Plc ut 84660
My Commission expires: 7-1-06



State of Utah)

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County of Utah)

On ~~May~~ ^{sept.} 1st, 2005, personally appeared before me a Notary Public in and for the State of Utah, Allen Davis Woodhouse and Clara Jane Woodhouse, Trustees of the Allen Davis Woodhouse and Clara Jane Woodhouse Family Trust, the signer(s) of the above instrument who duly acknowledged to me that they executed the same.

Robin L. McLaren

Notary Public

Residing at: Sp Plc, ut 84660
My Commission expires: 7-01-06

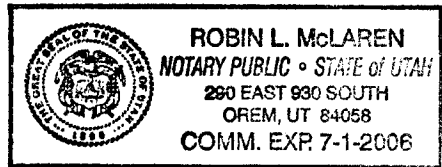


EXHIBIT "A"

A portion of Section 1, Township 9 South, Range 2 East, Salt Lake Base and Meridian; located in Salem, Utah, more particularly described as follow:

Beginning at a point in a fence line on the Westerly right-of-way line of Woodland Hills Drive located South 00°29'53" East along the Section line 1.40 feet and West 28.00 feet from the East quarter corner of Section 1, Township 9 South, Range 2 East, Salt Lake Base and Meridian; thence North 89°25'00" West along a fence line 94.01 feet; thence South 89°44'00" West along a fence line 747.50 feet; thence South 89°03'00" West along a fence line 160.35 feet; thence South 00°45'00" West along a fence line 235.98 feet; thence South 00°30'00" East along a fence line 256.30 feet; thence North 88°52'00" West along a fence line 757.16 feet; thence North 00°42'30" East along a fence line 467.00 feet; thence North 89°23'00" West along a fence line 81.50 feet; thence South 88°50'50" West along a fence line 194.62 feet; thence South 89°02'00" West along a fence line 432.00 feet; thence South 00°15'00" East along a fence line 448.37 feet; thence North 88°11'00" West along a fence line 166.46 feet; thence North 89°51'26" West 259.66 feet; thence North 89°06'55" West along a fence line 253.33 feet to the East line of Green Meadows Subdivision, according to the Official Plat thereof on file in the Office of the Utah County Recorder; thence North 00°26'23" East along said Plat 607.53 feet; thence North 88°01'10" West along said Plat and extension thereof, 277.65 feet to the Easterly line of State Road 198; thence North 23°10'00" East along a fence line and said Roadway, 379.61 feet; thence South 88°57'00" East along a fence line and extension thereof, 650.36 feet to the quarter Section line; thence North 00°25'40" West along the quarter Section line 125.90 feet; thence South 89°50'20" East along the extension of and along a fence line 711.00 feet; thence South 89°09'00" East along a fence line 298.00 feet; thence North 89°07'00" East along a fence line 224.00 feet; thence South 89°54'21" East along a fence line 511.30 feet; thence South 02°07'00" East along a fence line 93.64 feet; thence South 00°41'00" East along a fence line 86.02 feet; thence South 00°33'00" West along a fence line 128.00 feet; thence South 89°21'46" East along a fence line 865.15 feet to the Westerly line of said Woodland Hills Drive; thence South 00°10'20" East along said roadway 294.73 feet to the point of beginning.