AFTER RECORDING PLEASE RETURN TO: Dusty Bishop Ensign Engineering 169 North Main Street, Unit 1 Tooele, Utah, 84074

ENT 1777:2016 PG 1 of 2
JEFFERY SMITH
UTAH COUNTY RECORDER
2016 Jan 08 9:00 am FEE 12.00 BY JB
RECORDED FOR BISHOP, DUSTY

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STATE OF UTAH)
	: ss
COUNTY OF TOOELE)

- I, Dusty L. Bishop, holding license no. 4938720, as a Professional Land Surveyor in the State of Utah, being duly sworn deposes, and says:
- 1 On the Boundary Line Agreement recorded November 9, 2015, under Entry No. 101395, in the Utah County Recorder's Office, there is a typographic error depicted on page 3 of 8 in said recorded document.
 - (a) On Page 3 of said document, in the first paragraph of the legal description, it states that the parcel is situate in the East Half of Section 6, Township 9 South, Range 2 East.

The correct Range in which the parcel is located is as follows:

- (a) Situate in the East Half of Section 6, Township 9 South, Range 3 East.
- 2 This affidavit is to correct a typographic error located on page 3 of 8 of the recorded Boundary Line Agreement, in the heading of the legal description, recorded November 9, 2015, under Entry No. 101395, in the Utah County Recorder's Office.

I hereby state that this Affidavit has been prepared and signed by me, Dusty L. Bishop, for the purpose herein disclosed.

Dusty L. Bishop License no. 4938720

Subscribed and sworn before me this 14 day of January, 2016.

My commission expires: 7-25.2016

Roseann Davis

ROSEANN C. DAVIS
Notary Public
State Of Utah
My Commission Expires 07-25-2016
COMMISSION NO. 657262

-FHT-101395:2015-FG-3-01-8

D. Without effectuating a subdivision or creating any new tax parcels, the Parties have now agreed to adjust the boundaries of the properties.

TERMS OF AGREEMENT

NOW, THEREFORE, in exchange for the mutual promises contained herein, and for other good and valuable consideration, the parties agree as follows:

- 1. <u>Incorporation of Recitals</u>. The Parties incorporate the above Recitals herein by this reference.
- 2. <u>Reconfiguration of the Existing Property</u>. The Parties hereby agree that the long established fence line located between the two properties is, and does, constitute the common boundary line between the two properties.

As such, the Existing FTN Property is hereby now specifically described as follows (the Existing FTN Property as adjusted shall be referred to herein as the "New FTN Property"):

A parcel of land, situate in the East Half of Section 6, Township 9 South, Range 2 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the Southeast Corner of said Section 6, and running: thence South 88°46'58" West 677.53 feet along the Section line; thence North 0°34'29" West 2630.01 feet to and along a longestablished wire fence, crossing the Salem Canal, to a corner of said fence;

thence North 88°42'01" East 35.58 feet along said fence line, to another corner thereof;

thence North 0°32'11" West 1339.41 feet along and past the end of said fence line, to its extended intersection with the extension of another fence line;

thence North 89°14'02" East 656.67 feet to, along, and past the end of said fence line, to the measured Section line; thence South 0°24'40" East 1316.18 feet along said Section line, to and along another existing fence line, more or less, to the East Quarter Corner of said Section 6;

thence South 0°19'03" East 2648.31 feet along the Section line, also following, more or less, another existing fence line, to the Point of Beginning.