

When recorded return to:
A.P. Matthews
510 East Main Street
Grantsville, Utah 84029

BOUNDARY LINE AGREEMENT

Tooele County

Parcels 01-055-0-0012, 01-055-0-0013, 01-055-0-0018, 01-055-0-0019, 01-070-0-0006, 01-070-0-0007

AGREEMENT, made and entered into, by and between **A&J MATTHEWS PROPERTIES, L.C.**, a Utah limited liability company AND **ALVIN P. MATTHEWS and JANET C. MATTHEWS, Trustees of the MATTHEWS FAMILY TRUST U/A/D November 23, 2001**, hereinafter referred to as Parties of the First Part AND **THOMAS A. GRIFFITHS and ELOISE W. GRIFFITHS**, hereinafter referred to as Parties 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, said boundary and division line is now uncertain because of discrepancies between the established fence lines and record title, and it is the desire of said parties to correct the legal descriptions of said adjacent parcels to describe the established fence lines dividing said adjacent parcels.

WHEREAS, the Parties of the First Part, are in possession of six parcels of land which have been surveyed by a Professional Land Surveyor licensed in the State of Utah and the exterior boundary of said six parcels has been described by said surveyor, based upon the existing, established fence lines, as follows, to wit:

Beginning at a point on the north line of Durfee Street, said point lies North 0°03'05" East 33.676 feet along the Tooele County Dependent Resurvey section line to said north line of Durfee Street and along said north line, South 89°37'24" East 856.44 feet from a Tooele County Dependent Resurvey monument in Durfee Street, Witness Monument to the Northwest Corner of Section 5, Township 3 South, Range 5 West, Salt Lake Base and Meridian, said Northwest Corner is an unmarked point which lies, determined by found Tooele County Dependent Resurvey Witness monuments in South Willow and Quirk Streets, North 0°03'05" East 261.86 feet (Note: Tooele County Dependent Resurvey data and previous surveys and descriptions which have relied on said data show this distance to be 262.72 feet.) from said Witness Monument in Durfee Street (Basis of bearing for this description is South 89°33'09" West 2638.14 feet along a line defined by said Witness Monument to the Northwest Corner of said Section 5 and a Tooele County Dependent Resurvey monument also in Durfee Street, Witness Monument to the North Quarter Corner of said Section 5.); thence from said point of beginning, along ancient fence lines the following eight (8) courses: (1) North 0°15'00" East 324.00 feet; (2) North 0°29'00" East 720.44 feet; (3) North 0°39'00" East 713.50 feet; (4) North 0°31'00" East 450.50 feet; (5) South 89°25'00" East 203.75 feet; (6) North 0°03'36" West 153.75 feet; (7)

North 88°24'07" East 129.135 feet; (8) North 89°50'36" East 104.00 feet to a well established fence corner; thence North 89°50'36" East 153.635 feet; thence North 1°00'00" East 286.804 feet to the south line of Main Street (1.75 chains = 115.50 feet wide); thence along said south line of Main Street, South 88°45'11" East 729.29 feet to the west line of Matthews Lane, said west line of Matthews Lane being parallel to and 32 feet perpendicularly distant westerly from the east line of Matthews Lane described by that certain Boundary Line Agreement found as Entry No. 172374 in Book 718 at Page 357 in the office of the Tooele County Recorder (Note: The bearings of said Boundary Line Agreement have been rotated 0°12'50" clockwise to agree with the bearing base of this description.); thence along said west line of Matthews Lane, South 0°33'29" West 2644.01 feet to the north line of Durfee Street; thence along said north line of Durfee Street, North 89°37'24" West 1318.345 feet to the point of beginning. The above described parcel of land contains approximately 75.727 acres.

WHEREAS, the Parties of the Second Part are in possession of a parcel of land lying immediately adjacent to the north fence lines of the above described parcel, and

WHEREAS, the herein above described fence lines separate the parcels of land and constitute 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 respective parcels of land,

THE PARTIES AGREE THAT the established fence lines as the same now exist shall constitute the boundary and division line of the said parcels 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 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 and for value received, the receipt of which is hereby acknowledged, the Parties of the First Part, hereby remise, release and forever quit-claim to the aforesaid Parties of the Second Part, any and all right, title and interest which said Parties of the First Part may have in and to all lands in possession of said Parties of the Second Part, adjoining and adjacent to said division lines above described; AND for value received, the receipt of which is hereby acknowledged, the said Parties of the Second Part hereby remise, release and forever quit-claim to the Parties of the First Part, any and all right, title and interest which said Parties of the Second Part may have in and to all the land in the possession of the said Parties of the First Part, lying within the boundaries of the afore described fence lines, being the parcel of land in the possession of the said Parties of the First Part, herein above described.

IN WITNESS WHEREOF, the parties have hereunto signed their names to this agreement this 2 day of December, 2008.

A&J MATTHEWS PROPERTIES, L.C.,
A UTAH LIMITED LIABILITY COMPANY

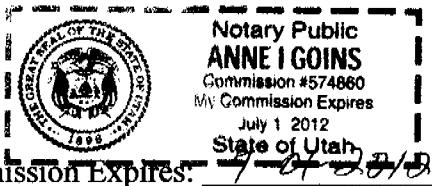
Alvin P. Matthews
BY: ALVIN P. MATTHEWS
ITS: MANAGING MEMBER

MATTHEWS FAMILY TRUST
U/A/D/ November 23, 2001

Alvin P. Matthews
ALVIN P. MATTHEWS, Trustee
Janet C. Matthews
JANET C. MATTHEWS, Trustee

STATE OF UTAH)
County of Tooele) ss.

On the 2nd day of December, 2008, personally appeared before me, a Notary Public in and for the State of Utah, ALVIN P. MATTHEWS, who being by me first duly sworn did say that he is a MANAGING MEMBER of A&J MATTHEWS PROPERTIES, L.C., a Utah Limited Liability company and ALVIN P. MATTHEWS and JANET C. MATTHEWS, Trustees of the MATTHEWS FAMILY TRUST U/A/D November 23, 2001, the signers of the within and foregoing instrument who duly acknowledged to me that said instrument was signed, by them, with authority, in behalf of said Limited Liability Company and said Trust.



Notary Public: Anne I Goins

Residing at: Grantsville, UT

IN WITNESS WHEREOF, the parties have hereunto signed their names to this agreement this 17 day of Nov, 2008.

Thomas A. Griffiths
THOMAS A. GRIFFITHS

Eloise W. Griffiths
ELOISE W. GRIFFITHS

STATE OF UTAH)
County of Tooele) ss.

On the 17 day of Nov, 2008, personally appeared before me, a Notary Public in and for the State of Utah, THOMAS A. GRIFFITHS and ELOISE W. GRIFFITHS, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Notary Public: Margaret K. Hawkin

My Commission Expires: 12-1-08

Residing at: Granville