

BOUNDARY AGREEMENT  
~~XXXXXXXX~~

This boundary agreement is made and entered into this 4th day of August, 1997 by and between ROGER D. ROSTROM and SHERYL A. ROSTROM (hereinafter referred to as ROSTROM and THOMAS K. and KATHY O. CHISM herein after referred to as CHISM.

Recitals:

A. ROGER D. ROSTROM and SHERYL A. ROSTROM is the owner in fee simple of the following described tract of land located in Salt Lake County, State of Utah:

LOT 1R ROSTROM ESTATES

Said tract of land is hereinafter referred to as the ROSTROM Property.

B. THOMAS K. and KATHY O. CHISM is the owner in fee simple of the following described tract of land located in Salt Lake County, Utah:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Said tract of land is hereinafter referred to as the CHISM property.

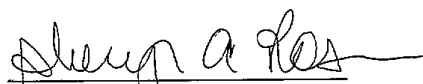
C. The ROSTROM property and the CHISM property adjoin one another. The North and West boundary of the ROSTROM property is contiguous with the South and East boundary of the CHISM property.

D. Doubt and/or uncertainty has arisen as to the exact location of the line of the common boundary of the properties. ROSTROM and CHISM desire to settle any dispute that existed between them and, as a part of that settlement arrangement ROGER D. ROSTROM and SHERYL A. ROSTROM and THOMAS K. CHISM and KATHY O. CHISM have agreed to execute, acknowledge, and cause to be recorded this Boundary Agreement.

NOW THEREFORE, for such purposes and in consideration of the mutual promises and covenants contained herein and in consideration of the transaction of which this Boundary Agreement is a part, the parties hereto agree as follows:

1. BOUNDARY AGREEMENT: ROGER D. ROSTROM and SHERYL A. ROSTROM and THOMAS K. CHISM and KATHY O. CHISM agree that the (EXHIBIT "B") be the line.
2. CONVEYANCE: a) ROGER D. ROSTROM and SHERYL A. ROSTROM hereby quitclaims to THOMAS K. CHISM and KATHY O. CHISM all property that is located North and West of the line as described in Paragraph 1 above and b) THOMAS K. CHISM and KATHY O. CHISM hereby quit claims to all property that is located South and East of the line as described in Paragraph 1 above.
3. SUCCESSORS AND ASSIGNS. This Boundary Agreement shall be binding upon and inure to the benefit of ROGER D. ROSTROM and SHERYL A. ROSTROM and THOMAS K. CHISM and KATHY O. CHISM and their respective successors and assigns.

  
ROGER D. ROSTROM

  
SHERYL A. ROSTROM

  
THOMAS K. CHISM

  
KATHY O. CHISM

\*ROGER D. ROSTROM and SHERYL A. ROSTROM

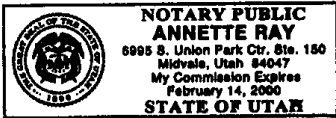
6709407  
08/07/97 11:41 AM 18.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
BACKMAN-STEWART TITLE SERVICES  
REC BY: P ANDERSON , DEPUTY - WI


BK 7728 PG 2696

STATE OF UTAH

COUNTY OF SALT LAKE

On AUGUST 4, 1997, personally appeared before me ROGER D. ROSTROM and SHERYL A. ROSTROM, the signer(s) of the foregoing instrument, who duly acknowledged to me that they executed the same.



  
NOTARY PUBLIC

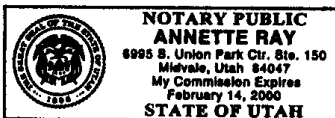
My Commission Expires:

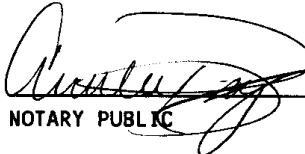
Residing at:

STATE OF UTAH

COUNTY OF SALT LAKE

On AUGUST 4, 1997, personally appeared before me THOMAS K. CHISM and KATHY O. CHISM, the signer(s) of the foregoing instrument, who duly acknowledged to me that they executed the same.



  
NOTARY PUBLIC

My Commission Expires:

Residing at:

9K7728PG2697

EXHIBIT "A"  
SCHEDULE "A", ATTACHMENT  
DESCRIPTION

232-16-100-095  
KJ RW

A PORTION OF LOT 164, PROPOSED PLAT OF HI-COUNTRY ESTATES PHASE II,  
and being more particularly described as follows:

BEGINNING at a point which is South 734.80 feet and East 1010.05 feet  
from the Northwest corner of Section 16, Township 4 South, Range 2 West,  
Salt Lake Base and Meridian, and running thence South 77°24'53" East  
878.37 feet; thence South 19°53'44" West 25.00 feet; thence North  
77°24'53" West 538.08 feet; thence South 12°35'07" West 249.75 feet;  
thence North 84°53'34" West 313.00 feet; thence North 07°43'56" East  
316.42 feet to the point of BEGINNING.

4-28-87  
RECORDED

SUBJECT TO a 25 foot right of way along the East side.

TOGETHER WITH AND SUBJECT TO a perpetual easement and right of way over  
and across the following described roads: A through H, both inclusive,  
and J through M., both inclusive, and more fully described in the  
Special Warranty deed from Zion's First National Bank, Trustee to James  
M. Mascaro and Frieda L. Mascaro, recorded May 20, 1974 as Entry No.  
2622872 in Book 3590 at page 26 of Official Records.

This grant of Easement shall be binding upon the heirs, successors, and  
assigns of grantor and grantee and others similarly situated and shall  
be a covenant running with the land.

The above described property also known by the street address of:  
(none shown).

...

SUBJECT TO easements, covenants, restrictions, rights of way and  
reservations appearing of record and all property taxes for the  
year 1996 and thereafter.

09/21/96 11:00 AM 13.00  
5926061  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
FIRST AMERICAN TITLE  
REC BY: PHILLIPS, DEPUTY - WJ

8702281728  
87101781863

EXHIBIT "B"

**Boundary Line Agreement Legal Description of Agreed Boundary - 97071005**

Beginning at a point which is South 73 deg 12' 26" East 338.02 feet from a rebar set by Call Engineering in 1973, being the original Northwest corner of Lot 164, Hi-Country Estates Phase 2, being an Unrecorded Subdivision; said corner of Lot 164 being South 708.06 feet and West 4239.90 feet from the Northeast Corner of Section 16, Township 4 South, Range 2 West, Salt Lake Base and Meridian (The bearing and distance of the Section line between the Northeast corner of said section and the Northwest Corner of said section being North 89 deg 43' 39" West 5259.19 feet on the recorded plat of R. Rostrom Estates Subdivision, and being North 89 deg 43' 39" West 5248.98 feet according to the before cited Call survey), being the **True point of beginning** and running thence South 77 deg 24' 53" East 538.08 feet, thence returning to the **True point of beginning** and running thence South 12 deg 35' 07" West 249.75 feet.

TOTAL P.02

BK 7728 PG 2699