

BOUNDARY LINE AGREEMENT

ENT 81955:2002 PG 1 of 4
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2002 Jul 19 10:29 am FEE 16.00 BY BLS
RECORDED FOR AFFILIATED FIRST TITLE

AFT 155-02

AGREEMENT, made and entered into this 16 day of May, 2002, by and between Elmer Benson Scott and Debra Scott, hereinafter referred to as Party(ies) of the First Part; and Daniel Davis, 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.

WHEREAS, Elmer Benson Scott and Debra Scott, 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 as follows:

*SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART THEREOF.

WHEREAS, the Party(ies) of the Second part are in possession of certain parcels of land adjoining and contiguous to the parcel above described.

WHEREAS, the hereinabove described title line separates the parcels of land and constitutes a division line between the same and shall hereinafter be recognized by the parties hereto and their predecessors in title as the boundary and division lines between their said parcels of land.

Each of the said parties hereby recognizes and agrees that the other party(ies) is the legal owner up to said title 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 representatives and assigns.

PURSUANT to the foregoing stipulations and for the value received the receipt of which is acknowledged Elmer Benson Scott and Debra Scott, Party(ies) of the First Part, hereby remise, releases and forever quit claims 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 Party(ies) of the second part, adjoining and adjacent to said title 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 Elmer Benson Scott and Debra Scott, Party(ies) of the First Part, as their interests appear herein, any and all right, title and interest which said Party(ies) of the Second Part may have in and to all the land in the possession of the said Party(ies) of the First Part, lying within the boundaries of the aforescribed title line, survey, being the parcel of land in possession of the said Elmer Benson Scott and Debra Scott, 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 above written.

PARTY(IES) OF THE FIRST PART:
Elmer Benson Scott
Elmer Benson Scott

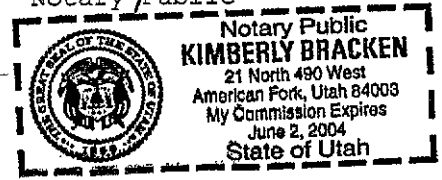
PARTY(IES) OF THE SECOND PART:
Daniel Davis
Daniel Davis

Debra Scott
Debra Scott

STATE OF UTAH)
COUNTY OF Utah; ss.

On the 24 day of June, 2002, personally appeared before me a Notary Public in and for the State of Utah, Elmer Benson Scott and Debra Scott the signers of the above instrument who duly acknowledged to me that they executed the same.

Kimberly Bracken
Notary Public

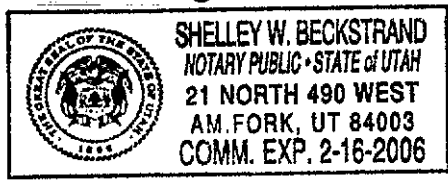


My Commission Expires:
Residing at:

STATE OF UTAH)
COUNTY OF Utah; ss.

On the 16 day of May, 2002, personally appeared before me a Notary Public in and for the State of Utah, Daniel Davis, the signers of the above instrument who duly acknowledged to me that ^{he} they executed the same.

Shelley W. Beckstrand
Notary Public



My Commission Expires: 2/16/2006
Residing at: UT

Addendum to Boundary Line Agreement

This is an addendum to the Boundary Line Agreement dated May 16, 2002 between Elmer Benson Scott and Debra Scott, as parties of the first part and Daniel Davis, as parties of the second part. _{1/2}

Parties of the first part shall be entitled to continued use of the 50 foot wide access and the irrigation ditch, both of which will be outside the Westerly boundary of the new legal description of the Scott parcel which is attached to the Boundary Line Agreement.

Continued use shall only be allowed until the Scott parcel is no longer actively farmed or until development begins, whichever comes first.

At the time of development, Scott or Scott's agents may use the access road for, for surveying, construction staking or placement of perimeter utilities on the Scott property. *5/14/02*

Once the perimeter fence is completed, no further access by Scott will be required or allowed without the permission of the parties of the second part. Future residents of the Scottfield Acres subdivision shall not be allowed to use the 50 foot access or use of the irrigation ditch.

Agreed to by:

Parties of the First Part:

Elmer Benson Scott
Elmer Benson Scott

6/24/02
date

Debra Scott
Debra Scott

June 24, 2002
date

Parties of the Second Part:

Daniel Davis
Daniel Davis
_{1/2}

16 May 2002
date

Exhibit "A"

Beginning at a point located South $89^{\circ}45'28''$ West along section line 299.50 feet and North 37.60 feet from the North quarter corner of Section 7, Township 5 South, Range 1 East, Salt Lake Base and Meridian;

Thence the following 4 bearings and distances along fence lines: South $00^{\circ}02'32''$ East 241.93 feet, South $02^{\circ}03'37''$ West 24.43 feet, South $00^{\circ}04'48''$ East 216.97 feet, South $00^{\circ}07'20''$ East 199.00 feet; thence North $89^{\circ}43'24''$ West 640.08 feet, said line being located 3 feet North of an existing fence line; thence North 394.76 feet; thence West 3.00 feet; thence North 284.47 feet; thence East 643.05 feet to the point of beginning.

Area: 10.0193 acres