

8234820
05/15/2002 04:35 PM 12.00
Book - 8598 Pg - 4457-4458
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
BY: TAB, DEPUTY - WI 2 P.

WHEN RECORDED MAIL TO:

Jeffrey C. FLAMM
2520 WALKER LANE, SLC, UT, 84111

**BOUNDARY LINE AGREEMENT
(FENCE LINE)**

AGREEMENT, made and entered into this 3 day of May, 2002,
by and between

JEFFREY C. FLAMM

hereinafter referred to

_____ as Party(ies) of the

First Part; and DOMINICK TRESCHITTA

hereinafter referred to a 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 fence line and the record title.

WHEREAS, JEFFREY C. FLAMM, 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 fence line survey as follows, to-wit:

Beginning at a point on an existing chain link fence, said point being North 00 degrees 08'50" West, along the section line 1656.62 feet and South 89 degrees 51'4" West 1416.86 feet from the East Quarter Corner of Section 15, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence along said fence line North 0 degrees 0'11" East, 529.60 feet to a point on an existing wrought iron fence; thence along said fence line North 0 degrees 59'49" West, 51.25 feet and thence prolonged as an extension of the line to the southerly right of way line of Walker Lane (5450 South).

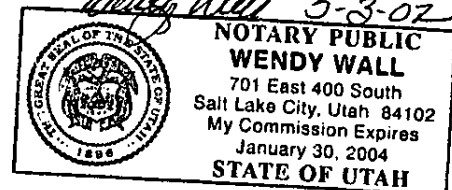
WHEREAS, the Party(ies) of the Second Part are in possession of certain parcels of land adjoining the parcel above described and lying immediately adjacent to the fence line of the same, and

WHEREAS, the hereinabove described existing fence line separates the parcel 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 fence 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.

22-15-202-028, 22-15-~~202~~229-017,
22-15-229-024

DPT 3 MAY 02



FILMED AS RECEIVED
CO. RECORDER

BK 8598 PG 4457

8234820

THE PARTIES ALSO AGREE THAT after Two (2) years of signing this Boundary Line Agreement, Jeffrey C. Flamm, hereinafter referred to as Party(ies) of the First Part, will install a New Green Chain Link Fence along said Boundary Line, and the parties agree that these stipulations shall apply to and be binding upon them, their heirs, personal representatives and assigns. * *and/or, spring cleaning and landscaping, sprinklers*

ADDITIONALLY, THE PARTIES ALSO AGREE THAT Jeffrey C. Flamm, hereinafter referred to as Party(ies) of the First Part, will install A gate for access to the Fire Hydrant for the benefit of Dominick Treschitta, Hereinafter referred to as Party of the Second Part, and the parties 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 acknowledged, JEFFREY C. FLAMM, Party(ies) 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 fence 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 JEFFREY C. FLAMM, Party(ies) of the First Part, as their interests 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 fence line, survey, being the parcel of land in possession of the said JEFFREY C. FLAMM, 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

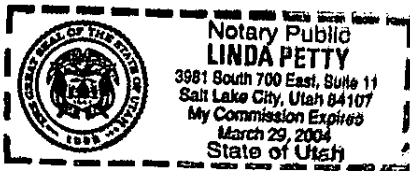
Jeffrey C. Flamm
JEFFREY C. FLAMM

PARTY(IES) OF THE SECOND PART

Dominick Treschitta
DOMINICK TRESCHITTA

STATE OF UTAH COUNTY OF SALT LAKE) ss.

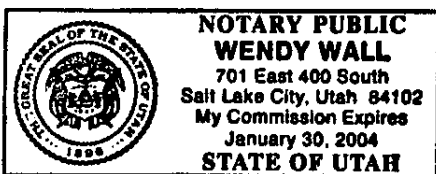
On the 3RD day of May, 2002, personally appeared before me JEFFREY C. FLAMM (Party(ies) of the First Part) the signer of the above instrument who duly acknowledged to me that he executed the same.



[Signature]
Notary Public

STATE OF UTAH COUNTY OF Salt Lake) SS.

On the 3RD day of May, 2002, personally appeared before me DOMINICK TRESCHITTA, (Party(ies) of the Second Part) the signers of the above instrument, who duly acknowledged to me that they executed the same.



[Signature]
Notary Public

BK8598PG4458