

WHEN RECORDED MAIL TO:

Jeffrey FLAMM
2520 WALKER CANYE - SLC, UT - 84117

**BOUNDARY LINE AGREEMENT
(FENCE LINE)**

8234821
05/15/2002 04:35 PM 12.00
Book - 8598 Pg - 4459-4460
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
BY: TAS/NEAULTY - WI 2 P.

8234821

AGREEMENT, made and entered into this 7 day of May
by and between JEFFREY C. FLAMM

BY TAS & PG

hereinafter referred to

_____ as Party(ies) of the
First Part; and CHERYL M. THACKERAY,
Hereinafer 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.

22-15-202-029, 22-15-229-024

BK8598PG4459

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, sprinkling* 

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 Cheryl M. Thackeray, 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

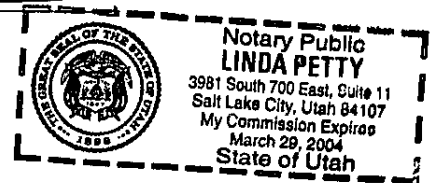
PARTY(IES) OF THE SECOND PART


CHERYL M. THACKERAY

STATE OF UTAH COUNTY OF SALT LAKE) ss.

On the 7th 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.

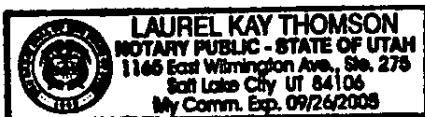

Notary Public



STATE OF UTAH COUNTY OF SALT LAKE) ss.

On the 7th day of May, 2002, personally appeared before me CHERYL M. THACKERAY, (Party(ies) of the Second Part) the signers of the above instrument, who duly acknowledged to me that they executed the same.


Notary Public



BK8598PG4460