

39699

BOUNDARY LINE AGREEMENT

AGREEMENT, made and entered into this 15-th. day of Oct. 1980
by and between Donald Merlin Jones & Doris T. Jones-his wife

_____, hereinafter referred to as Party
of the first Part: and Irene J. Earl-Trustee, and David E. Holindrake-et al

_____, 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, which
boundary line is now uncertain because of discrepancies between the established
fence line and the record title.

WHEREAS, _____ see above

_____, Party 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:

Commencing at a point on a fence corner which is, the South line of the
D. & R. G. R. R. right of way and 102.88-ft. West and 836.85-ft. South from
the North quarter corner of Section-22, T.-5-S., R.-1-E., S.L.B. M; thence
S.-1° 49'-E.-721.5-ft. along a fence to a "T" fence and the North line of
7750-North street.

WHEREAS, the parties 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, _____ Westerly
_____ thereof

WHEREAS, the hereinabove described existing fence line separates the parcels
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 lines 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 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 representatives and assigns.

Pursuant to the foregoing stipulations the party of the first part,
_____ see above

hereby releases and forever quit claims to the aforesaid parties of the second
part, adjoining and adjacent to said fence lines above described.

Pursuant to to the foregoing stipulations the parties of the second part,
_____ see above

hereby releases and forever quit claims to the aforesaid party of the first
part, adjoining and adjacent to said fence lines above described.

PARTY OF THE FIRST PART

Donald Merlin Jones
Doris T. Jones-his wife

PARTIES OF THE SECOND PART

David E. Holindrake
~~Sindy S. _____~~
Russell V. "
Carol H. Nielson
Pamela H. Peterson
Linda H. Brackel
Irene J. Earl
Alma La Von Earl

BOOK 1876 PAGE 499

IN WITNESS WHEREOF, the above parties have hereinto signed their names to this Agreement this 5th day of November 1980

STATE OF UTAH

:SS

COUNTY OF UTAH

On the 5th day of November 1980, personally appeared before me, a Notary Public in and for the State of Utah, David E. Holmquist

Donald Melvin Jones Carol H. Nielsen
Morris T. Jones Annita J. Peterson
James D. Early Brenda H. Brake
Ana Lavin Bond Russell W. Holmquist

the signers of the above instrument, who duly acknowledge to me that they executed the same.

Edith Christensen

Notary Public



Commission expires: May 25, 1981

Residing At American Fork, Utah

BOOK 1876 PAGE 500
39699

RECORDED AT THE REQUEST OF
1980 NOV 17 AM 9:59

UTAH COUNTY RECORDER
DEPUTY
PR. ADS
811.50

6786 Steel
4450 South
American Fork
Utah

\$4009.