

BOUNDARY LINE AGREEMENT

This Boundary Line Agreement (hereinafter the "Agreement"), is made and entered into this ^{23rd} day of ~~February~~ ^{March}, 2004, by and between **JOHN C. MARCHELLO** and **OLENA MARCHELLO**, husband and wife, as joint tenants (hereinafter "Marchello"), whose address is 841 North 600 East, Price, Utah 84501, and **CHARLES BUCHANAN** and **MOUNTAIN STATES INVESTMENT LTD.**, (hereinafter "Buchanan/Mountain States"), whose address is 1830 North 1500 West, Box 641, Price, Utah 84501. Marchello and Buchanan/Mountain States shall sometimes hereinafter collectively be referred to as the "parties".

RECITALS

WHEREAS, the parties are the owners and possessors of contiguous tracts of land situated in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 25, T13S, R9E, SLB&M, in Carbon County, State of Utah, which tracts of land have been separated by a fence line (hereinafter the "fence line") for more than 20 years last past, which fence line has been during said time recognized by the parties and the parties' predecessors in title as the boundary and division line between their said contiguous tracts of land; and

WHEREAS, it has now been determined by a certified survey by Evan E. Hansen, Utah License # 145656, that the fence line as it is now established on the ground does not in fact agree with the record title line between the parties' contiguous parcels, the fence line being 32 feet south of the record title line between the parties' contiguous parcels, and it is now the desire and intent of the parties that the fence line shall hereby be established as the boundary and division line between the parties' contiguous tracts of land;

NOW, THEREFORE, in mutual consideration of the covenants and promises set out in this Agreement, and in further consideration of the sum of Ten Dollars paid by each party to the other party, the parties hereby agrees as follows:

AGREEMENT

1. The recitals set forth above are an integral part of this Agreement and are incorporated herein as if fully set out in the body of this Agreement.
2. The fence line, as shown by said survey, is located and is in existence along the following line:

BEGINNING at a point which is located South 0° 16'46" East along the West line of the SW¼ NE¼ of Section 25, T13S, R9E, SLB&M, 693.11 feet from the NW corner of the SW¼ NE¼ of said Section 25, and running thence North 89° 35'21" East along an existing fence line 405.27 feet to the West State Road right-of-way fence line of Highway 50 and 6. (Bearing of South 0° 16'46" East between the North Quarter corner and the South Quarter corner of said Section 25 used as the basis of bearing).

3. Buchanan/Mountain States hereby release, relinquish, and quitclaim to Marchello any right, title and interest Buchanan/Mountain States have or may have in and to the land lying north of and contiguous to the fence line, specifically described as follows:

BEGINNING at a point which is located South 0° 16'46" East along the West line of the SW¼ NE¼ of Section 25, T13S, R9E, SLB&M, 693.11 feet from the NW corner of the SW¼ NE¼ of said Section 25, and running thence North 89° 35'21" East along an existing fence line 405.27 feet to the West State Road right-of-way fence line of Highway 50 and 6; thence North 02° 50'51" West along said right-of-way fence line, 32.21 feet; thence South 89° 25'35" West 403.84 feet, more or less, to the West line of the SW¼ NE¼ of said Section 25; thence South 0° 16'46" East along the West line of the SW¼ NE¼ of said Section 25, 31.03 feet to the point of beginning. (Bearing of South 0° 16'46" East between the North Quarter corner and the South Quarter corner of said Section 25 used as the basis of bearing).

4. Marchello hereby releases, relinquishes, and quitclaims to Buchanan/Mountain States any and all right, title and interest Marchello may have in and to the land lying south from and contiguous to the fence line.
5. In the event of any error or dispute in said Evan E. Hansen certified survey resulting in a different legal description of the fence line, the fence line itself, as legally described in paragraph 2 above, shall be the governing and controlling monument, and shall henceforth, and in perpetuity, establish the record boundary and division line between the parties' contiguous tracts of land.
6. Neither of the parties shall relocate the fence line unless the parties sign and record at the office of the Carbon County Recorder, State of Utah, a good and sufficient amendment amending this Agreement and setting forth in said amendment the details of such relocation.
7. The parties enter into this Agreement pursuant to Utah Code Annotated § 57-1-45.

8. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties sign this Agreement as of the day and year first above written.

MARCHELLO:

John C. Marchello
John C. Marchello

Olena Marchello
Olena Marchello

BUCHANAN/MOUNTAIN STATES:

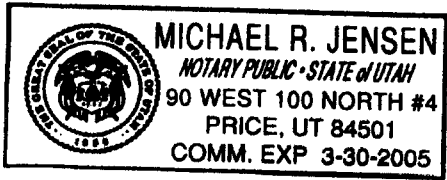
Charles Buchanan
Charles Buchanan

MOUNTAIN STATES INVESTMENT LTD.:

By George M. Harmond, Jr.
George M. Harmond, Jr., its General Partner

STATE OF UTAH)
)SS
COUNTY OF CARBON)

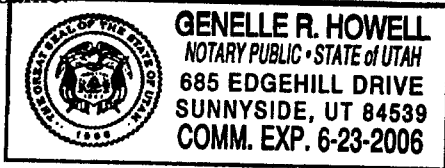
On the 23rd March of ~~February~~, 2004, personally appeared before me John C. Marchello and Olena Marchello, husband and wife, two of the signers of the foregoing Boundary Line Agreement, who duly acknowledged to me that they executed the same.



Michael Jensen
Notary Public

STATE OF UTAH)
)
 :SS
COUNTY OF CARBON)

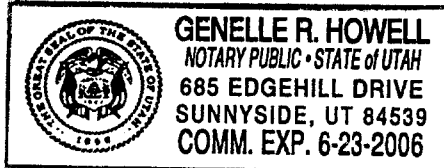
On the 19 of ~~February~~ ^{March}, 2004 personally appeared before me Charles Buchanan, one of the signers of the foregoing Boundary Line Agreement, who duly acknowledged to me that he executed the same.



Genelle R. Howell
Notary Public

STATE OF UTAH)
)
 :SS
COUNTY OF CARBON)

On the 19th day of ~~February~~ ^{March}, 2004, personally appeared before me George M. Harmond, Jr., General Partner of Mountain States Investment LTD, one of the signers of the foregoing Boundary Line Agreement, who duly acknowledged to me that he executed the same as General Partner for and on behalf of Mountain States Investment LTD.



Genelle R. Howell
Notary Public