

When Recorded Mail To:

BOUNDARY AGREEMENT

THIS BOUNDARY AGREEMENT is entered into this 17th day of ~~January~~^{March}, 2000, by and between Kendall Rockhill of Kamas, Utah; and Bonnie B. Fitzgerald and Tanya H. Andrew.

RECITALS

A. The undersigned are owners or trustees of property contiguous to the Rockhill property, and a fence has been in existence for a number of years.

B. It is the desire of all the parties to establish the correct property lines for their property and make it known that the existing fence line is the appropriate place to establish those properties.

NOW THEREFORE, for and in consideration of Ten Dollars and other good and valuable consideration, the adequacy and sufficiency of which the parties do hereby acknowledge, the undersigned do hereby agree as follows:

1. **RECITALS:** The RECITALS are hereby incorporated as part of this Agreement.
2. **SURVEY:** Attached Exhibit "A", which is a survey description by Kent Wilde, is incorporated herein as if set forth in full. The foregoing is referred to hereafter as the "Boundary Agreement Line".
3. **ACCEPTANCE OF FENCE LINE BOUNDARY:** The undersigned, by this Agreement, hereby accepts the Boundary Agreement Line as the true and legal boundary line between the undersigned, and Rockhill hereby releases any claim, equitable, legal, or otherwise, in and to, any property located to the outside of the north, east and west of the "Boundary Agreement Line".
4. **NEW BOUNDARY DESCRIPTION:** The undersigned hereby agree that the legal descriptions of their respective properties, as to the joint property line between them, shall, effective as of the date of this Agreement, be modified to reflect the new "Boundary Agreement Line" as provided in this Agreement. The legal description contained in any future conveyance of either parties interest shall reflect the new "Boundary Agreement Line" as the legal boundary between the parties respective properties.
5. **HEIRS, SUCCESSORS & ASSIGNS:** All parties to this Agreement acknowledge and agree that this Agreement shall be fully and completely binding on their respective heirs, successors and assigns.

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ALAN SPRIGGS, SUMMIT CO RECORDER
2000 MAR 30 11:28 AM FEE \$14.00 BY DMG
REQUEST: FOUNDERS TITLE CO

6. GOVERNING LAW: This Agreement shall be governed by and interpreted pursuant to the laws of the State of Utah.

7. ATTORNEYS FEES: In the event any action or proceeding is brought by either party against the other under this Agreement the prevailing party shall be entitled to recover attorney's fees in such amount as the court may determine reasonable.

8. ENTIRE AGREEMENT: This Agreement represents the entire Agreement of the parties hereto. There are no oral agreements, understandings or communications of any kind with respect to the subject matter contained herein which are not set forth in this Agreement. All representations or understandings have been incorporated herein or otherwise superseded.

IN WITNESS WHEREOF, the Agreement has been executed on the date first above written.

Kendall H. Rockhill
Kendall H. Rockhill

Bonnie B. Fitzgerald
Bonnie B. Fitzgerald

Tanya H. Andrew
Tanya H. Andrew

STATE OF UTAH

COUNTY OF SUMMIT

On the 7th day of January, 2000, Kendall H. Rockhill personally appeared before me and duly acknowledged to me that he executed the foregoing document.



Les F. England
Notary Public
Residing in: Park City, UT

STATE OF UTAH Arizona

COUNTY OF Maricopa

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On the 17 day of March, 2000, Tanya Andrew and Bonnie Fitzgerald personally appeared before me and duly acknowledged to me that he executed the foregoing document.



Rachel Bowen
Notary Public

EXHIBIT 'A'

A TRACT OF LAND LOCATED IN THE EAST HALF OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS N 89°53'53" W 48.99 FEET ALONG THE SECTION LINE FROM THE NORTHEAST CORNER OF ABOVE SAID SECTION 8 (SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 32) AND RUNNING THENCE S 00°21'20" E 95.50 FEET, ALONG SAID RIGHT-OF-WAY LINE; THENCE S 89°51'00" W 149.34 FEET; THENCE S 00°09'00" E 195.00 FEET; THENCE N 89°51'00" E 23.00 FEET; THENCE S 00°09'00" E 284.10 FEET; THENCE S 89°51'00" W 123.73 FEET; THENCE S 00°21'20" E 173.00 FEET; THENCE N 89°51'00" E 251.79 FEET, TO ABOVE SAID RIGHT-OF-WAY; THENCE S 00°21'20" E 157.62 FEET, ALONG SAID RIGHT-OF-WAY; THENCE S 89°51'00" W 44.26 FEET; THENCE S 00°09'00" E 105.28 FEET; THENCE S 89°51'00" W 59.99 FEET; THENCE S 00°08'54" E 219.72 FEET; THENCE N 89°51'00" E 104.97 FEET, TO THE ABOVE SAID RIGHT-OF-WAY LINE; THENCE S 00°10'51" W 452.13 FEET, ALONG SAID RIGHT-OF-WAY LINE TO AN EXISTING RIGHT-OF-WAY MARKER; THENCE S 00°57'48" E 498.93 FEET, ALONG SAID RIGHT-OF-WAY LINE TO AN EXISTING RIGHT-OF-WAY MARKER; THENCE S 00°00'52" W 499.83 FEET, ALONG SAID RIGHT-OF-WAY LINE TO AN EXISTING RIGHT-OF-WAY MARKER; THENCE S 00°03'50" E 514.10 FEET, ALONG SAID RIGHT-OF-WAY LINE TO AN EXISTING FENCE LINE; THE NEXT 14 COURSES ARE ALONG EXISTING FENCE LINES; THENCE S 66°54'23" W 1388.58 FEET; THENCE N 23°22'09" W 724.41 FEET; THENCE N 22°12'57" W 882.68 FEET; THENCE N 21°27'15" W 196.34 FEET; THENCE N 55°19'34" W 280.97 FEET; THENCE N 05°30'29" E 96.00 FEET; THENCE N 52°15'27" W 199.67 FEET; THENCE N 42°16'02" E 9.61 FEET; THENCE N 49°55'13" W 268.30 FEET; THENCE N 65°19'08" E 215.18 FEET; THENCE S 66°31'29" E 149.27 FEET; THENCE N 16°03'39" E 285.68 FEET; THENCE N 00°06'50" W 1202.31 FEET; THENCE N 88°26'34" E 482.20 FEET; TO THE NORTHERLY LINE OF SAID SECTION 8; THENCE S 89°53'53" E 1643.09 FEET, ALONG SAID SECTION LINE TO THE POINT OF BEGINNING.

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