



ENT 80651 BK 5152 PG 846  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
1999 Jul 15 3:14 pm FEE 33.00 BY SS  
RECORDED FOR OLD REPUBLIC TITLE OF UTAH

### FENCE LINE AGREEMENT

AGREEMENT, made and entered in to this 14th day of JULY, 1999, by and between SEE ATTACHED EXHIBIT "A", hereinafter referred to as Party of the first Part; and BRIGHAM YOUNG UNIVERSITY BY BRAD W. FARNSWORTH 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, 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:

Beginning at a fence corner on the East of Utah County Road 400 East, said point being South 216.29 feet and East 38.27 feet according to Utah Coordinate Bearings Central Zone from the North Quarter corner of Section 6, Township 9 South, Range 3 East, Salt Lake Base and Meridian; thence South 89 degrees 59'42" East along a fence 418.36 feet to a fence corner; thence North 00 degrees 51'17" West along a fence 201.04 feet to a fence corner on the South line of Utah County Road 8800 South (aka POWERHOUSE ROAD); thence North 89 degrees 22'43" East along a fence on said South line of 8800 South 240.11 feet to a fence corner; thence departing said South line of 8800 South, South 00 degrees 10'46" East along a fence 205.42 feet to a fence corner; thence South 00 degrees 54'23" East along a fence 406.38 feet; thence South 00 degrees 33'37" East along a fence 695.82 feet to a fence corner; thence South 89 degrees 09'38" West along a fence 662.131 feet to a fence corner on the East side of Utah County Road 400 East; thence North 00 degrees 22'27" West along said road 1113.66 feet to the point of beginning.

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, South and East.

WHEREAS, the hereinabove described existing fence line separates the parcels of land and constitutes a physical fence and division line between the same that has long been recognized by the parties hereto and their predecessors in title as the fence 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 fence 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 and for value received the receipt of which is acknowledged party of the first part, hereby remises, releases and forever quit claims to the aforesaid parties of the second part any and all title and interest which he 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, the said parties of the second part hereby remise, release and forever quit claim to the party 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 land in the possession of the said party of the first part, lying within the boundaries of the aforescribed fence lines, being the parcel of land in possession of the said party of the first part, hereinabove described.

IN WITNESS WHEREOF, the parties have hereunto signed their names to this Agreement the day and year first above written.

IN WITNESS WHEREOF, the parties have hereunto signed their names to this Agreement the day and year first above written.

Party of the First Part:

Party of the Second Part:

Fred W. Johnson

Brad W. Farnsworth  
Brigham Young University  
by Brad W. Farnsworth

MRO

Mary Johnson

Janene J. Gasser

Norma N. Broadbent

Jane N. Strong

Florence Ruth Creer

Lois Otteson aka Lois Ottesen

Lola Stone

Kathaleen Whitehead

State of UTAH

)  
ss.

County of UTAH

On the \_\_\_\_\_ day of June, A.D. 1999, personally appeared before me FRED W. JOHNSON, MARY JOHNSON, JANENE J. GASSER, NORMA N. BROADBENT, JANE N. STRONG, FLORENCE RUTH CREER, LOIS OTTESON aka LOIS OTTESEN, LOLA STONE, and KATHALEEN WHITEHEAD, the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

\_\_\_\_\_  
Notary Public

My commission expires:  
Residing in:

PARTY TO THE FIRST PART  
EXHIBIT "A"

Norma N. Broadbent  
Norma N. Broadbent

Jane N. Strong  
Jane N. Strong

Florence Ruth N. Creer  
Florence Ruth Creer

Lois Ottesen  
Lois Ottesen

Lola Stone  
Lola Stone

LeRoy Whitehead Jr.  
LeRoy Whitehead Jr.

Kathleen N. Whitehead  
Kathleen N. Whitehead

Stanley H. Cole  
Stanley H. Cole Personal Representative  
for the Estate of Afton Caroline Nielsen  
Cole aka Callie Cole

Scott Nielsen Jones  
Scott Nielsen Jones, Personal Representative  
for the Estate of Jessie Lucile Nielsen Jones aka  
Lucille Jones

Arlene Mann  
Arlene Mann, Personal Representative for  
the Estate of Jessie Lucile Nielsen Jones aka  
Lucille Jones

Rosalie Pearl Dunn Johnson  
Rosalie Pearl Dunn Johnson, heir of Paul D. Johnson,  
heir of Mary Johnson

Steven Paul Johnson  
Steven Paul Johnson, heir of Paul D. Johnson,  
heir of Mary Johnson

Howard Dunn Johnson  
Howard Dunn Johnson, heir of Paul D. Johnson,  
heir of Mary Johnson

Ross Dunn Johnson  
Ross Dunn Johnson, heir of Paul D. Johnson,  
heir of Mary Johnson

Jill Johnson Thorpe  
Jill Johnson Thorpe, heir of Paul D. Johnson,  
heir of Mary Johnson

Janene J. Gasser  
Janene J. Gasser, Personal Representative for  
the Estate of William Johnson Jr.

Fred W. Johnson  
Fred W. Johnson

Janene J. Gasser  
Janene J. Gasser

STATE OF UTAH )  
 )ss.  
COUNTY OF UTAH )

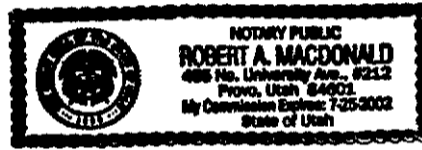
On the 14<sup>th</sup> day of JULY, 1999, personally appeared before me Norma N. Broadbent , Jane N. Strong, Florence Ruth Creer, Lois Ottesen, Lola Stone, LeRoy Whitehead, Jr., Kathleen N. Whitehead, Stanley H. Cole, Personal Representative for the Estate of Afton Caroline Nielsen Cole aka Callie Cole, Scott Nielsen Jones and Arlene Mann, Personal Representatives for the Estate of Jessie Lucile Nielsen Jones aka Lucille Jones, Rosalie Pearl Dunn Johnson, Steven Paul Johnson, Howard Dunn Johnson, Ross Dunn Johnson, Jill Johnson Thorpe, Janene J. Gasser, Personal Representative for the Estate of William Johnson Jr., Fred W. Johnson, Janene J. Gasser the signers of the within instument, who duly acknowledged to me that they executed the same.

*Robert A. Macdonald*

Notary Public

My Commission Expires: 7-25-2002

Residing In: Provo, Utah



State of UTAH )  
County of UTAH ) ss.

On the 28th day of June, A.D. 1999, personally appeared before me Brad W. Farnsworth who being by me duly sworn says that he/she is the Administrative Vice President of BRIGHAM YOUNG UNIVERSITY, the corporation that executed the above and foregoing instrument and that said instrument was signed in behalf of said corporation by authority of its by-laws (or by authority of a resolution of its board of directors) and said Brad W. Farnsworth acknowledged to me that said corporation executed the same.

*Jeanine Broxton*  
Notary Public

My commission expires: 3-18-00  
Residing in: Provo, UT

