ATC #086-16443 (Fence Line)

as follows, to-wit:

AGREEMENT, made and entered into this <u>3rd</u> day of <u>June</u> , 19 86, by and between <u>YVONNE H. BROCKBANK and WILLIAM LYNN NEWELL</u>
hereinafter referred to as Party of the First Part; and
hereinafter referred to as Party of the Second Part, for the purpose of fixing and determining the boundary and division line between adjoining parcels of land ewned by said parties, which boundary line is now uncertain because of discrepancion between the established fence line and the record title. WHEREAS, YVONNE H. BROCKBANK and WILLIAM LYNN NEWELL
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 fonce line survey

Beginning at a point in a fence line, said point being South 00°52'12" East along Beginning at a point in a fence line, said point being South 00°52'12" East along Section line 1304.26 feet and North 89°07'48" East 328.48 feet from the West 1/4 Corner of Section 13, Township 6 South, Range 2 East, Salt Lake Base and Meridian thence North 00°11'34" West along said fence line 183.75 feet to the Southerly boundary of a canal right-of-way; thence South 79°04' East along said boundary 129.13 feet; thence South 153.38 feet to the Northerly boundary of 200 South Street; thence South 87°20' West along said street boundary 126.31 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 _Easterly

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 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 stip darions shall apply to and be binding upon them, their heirs, personal representatives and assigne. 83 111111

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Party of the First Part, hereby remises, re	elcases and forever quit claims to the
aforesaid Parties of the Second Part, any a	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 ac	knowledged, the said Parties of the
Second Part hereby remise, release and fore YVONNE H. BROCKBANK and WILLIAM LY	ever quit claim to
Party of the First Part, as their interests	appear herein, any and all right.
title and interest which said parties of t	the Second Part may have in and to all
the land in the possession of the said Part	V of the First Part lying within the
boundaries of the aforedescribed fence line	being the parcel of land to account
of the said YVONNE H. BROCKBANK and WILLIAM	M LYNN NEWELL.
Party of the First Part, hereinabove descri	bed.
IN WITNESS WHEREOF, the parties have h	
agreement the day and year first above writ	ton
o and any many that the move will	ten.
PARTY OF THE FIRST PART:	PARTY OF THE SECOND PART:
2 1/1/2 //	THE SECOND PART:
Vonne H. Brockbank	lat courses Walt
Welliam Lynn 2 lood oll	Val Douglas Holt
illiam Lynn Newell	
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TATE OF UTAH)	,
) ss. ounty of Utah)	
On the 3rd day of June	
e a Notary Public in and for the State of U	
Ynonne H. Brockbank , William Lynn Newell a	and Val Douglas Holt
ie signers of the above instrument who duly	acknowledged to me that they extended
ne same.	
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