

1960

FENCE LINE BOUNDARY AGREEMENT

WHEREAS, OLIVE GILLESPIE HAUETER

owns a certain parcel of real estate located in Provo, Utah County, Utah.

WHEREAS, J. NORMAN SMITH FAMILY PARTNERSHIP

owns land adjacent thereto and to the South thereof, and

WHEREAS, the boundary line between said parcels of land is an established fence which has heretofore been maintained and recognized by the parties hereto and their predecessors in interest as the division and boundary line between their respective properties, and said parties each have been in possession of their respective parcels only up to said fence line; and which division fence line is described as follows, to-wit:

Commencing at a point located North 89° 16' 37" East along the Section line 163.85 feet from the South one-quarter corner of Section 7, Township 6 South, Range 3 East, Salt Lake Base and Meridian; thence North 53° 55' West along a fence line 97.58 feet; thence North 25° 33' 30" West along a fence line 73.38 feet; thence South 88° 47' 22" West along a fence line 427.45 feet; thence North 83° 08' 36" West along a fence line 87.12 feet; thence North 84° 25' 21" West along a fence line 353.05 feet; thence North 85.18' 54" West along a fence line 324.40 feet; thence South 80° 50' 39" West along a fence line 640.81 feet to a point located North 85.95 feet and West 1768.30 feet from the South one-quarter of said Section 7.

with a reservation for Olive Gillespie Haueter to retain the 60' right-of-way located North and East of Provo City Water Tank. The right-of-way extends through the J. Norman Smith Partnership property.

NOW THEREFORE, it is hereby agreed by the parties hereto that the fence line now existing between their respective parcels of land as above described and established, shall constitute the boundary and division line between said parcels. It is expressly understood that this agreement shall in no way change the established fence line as it now exists and that the parties hereto shall continue to own and possess all property up to the fence line which lies within their respective enclosure, together with rights of ways appurtenant to their respective properties.

NOW THEREFORE, in consideration of the mutual benefit to the undersigned parties, the said OLIVE GILLESPIE HAUETER do hereby quitclaim to said J. NORMAN SMITH FAMILY PARTNERSHIP all right, title and interest the said OLIVE GILLESPIE HAUETER may have in and to the lands situate North of and immediately adjacent to the aforesaid division fence line; and

The said J. NORMAN SMITH FAMILY PARTNERSHIP do hereby quit claim to said OLIVE GILLESPIE HAUETER all right, title and interest of the said J. NORMAN SMITH FAMILY PARTNERSHIP in and to the lands situated South of and immediately adjacent to the aforesaid division fence line.

IN WITNESS WHEREOF, the parties hereto have executed this agreement at Provo, Utah, this 29th day of January, 1986.

J. NORMAN SMITH FAMILY PARTNERSHIP

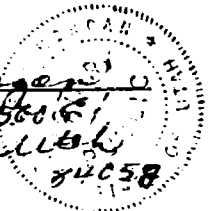
BY: J. Norman Smith  
J. Norman Smith, General Partner

Olive Gillespie Haueter  
Olive Gillespie Haueter

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2-9-86 910 So. 500 E.  
Crem, Utah 84058



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FENCE LINE BOUNDARY AGREEMENT continued . . . . .

STATE OF UTAH            )  
                                  ) ss.  
COUNTY OF UTAH        )

On the 20<sup>th</sup> day of January, 1986, personally appeared before me, a Notary Public in and for the State of Utah, J. Norman Smith, partner of J. Norman Smith Family Partnership, and Olive Gillespie Haueter the signers of the above instrument, who duly acknowledged to me that they executed the same.

*J. Norman Smith*  
Notary Public

My Commission expires 2-7-86 Residing at 916 So. 5000

Orem, Utah  
84058

