

21754

FENCE LINE BOUNDARY AGREEMENT

WHEREAS, OLIVE GILLESPIE HAUTER

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

WHEREAS, LAWRENCE SMITH FAMILY PARTNERSHIP

own land adjacent thereto and to the East and 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' 33" East 163.85 feet from the North one-quarter corner of Section 18, Township 6 South, Range 3 East, Salt Lake Base and Meridian; thence South 5° 15' 30" East along a fence line 348.52 feet; thence South 35° 35' 33" West along a fence line 347.60 feet; thence South 43° 22' 49" West along a fence line 39.33 feet; thence South 87° 36' 58" West along a fence line 314.42 feet to a point located South 89° 49' West along a section line 347.69 feet and South 668.19 feet from the North one-quarter corner of said Section 18.

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.

NOW THEREFORE, in consideration of the mutual benefit to the undersigned parties, the said OLIVE GILLESPIE HAUTER, does hereby quitclaim to said LAWRENCE SMITH FAMILY PARTNERSHIP, all right, title and interest the said OLIVE GILLESPIE HAUTER may have in and to the lands situate East and South of and immediately adjacent to the aforesaid division fence line; and

The said LAWRENCE SMITH FAMILY PARTNERSHIP does hereby quit claim to said OLIVE GILLESPIE HAUTER, all right, title and interest of the said LAWRENCE SMITH FAMILY PARTNERSHIP in and to the lands situated North and West of and immediately adjacent to the aforesaid division fence line.

IN WITNESS WHEREOF, the parties hereto have executed this agreement at Provo, Utah, this 20th day of July, 1984.

Olive Gillespie Hauter
Olive Gillespie Hauter

LAWRENCE SMITH FAMILY PARTNERSHIP

BY: Lawrence Smith Partner

BY: Viola Kerby Smith Partner
Viola Kerby Smith

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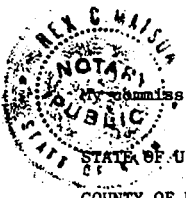
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UTAH COUNTY CLERK
BY: [Signature]
1984 JUL 23 PM 2:28
SECURITY-TITLE & ABSTRACT CO.

STATE OF UTAH)
 : ss
COUNTY OF UTAH)

On the 20th day of July , 1984, personally appeared before me, a Notary Public in and for the State of Utah, Olive Gillespie Hauter, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

Rex C. Madsen
Notary Public



My commission expires: July 1, 1988 Residing at: Provo, Utah

STATE OF UTAH)
 : ss
COUNTY OF UTAH)

On the 20th day of July , 1984, personally appeared before me, a Notary Public in and for the State of Utah Lawrence Smith & Viola Kerby, ^{Partners} of Lawrence Smith Family Partnership, the signers of the above instrument who duly acknowledged to me that he executed the same in behalf of said partnership by authority of the articles of partnership.

Rex C. Madsen
Notary Public



My commission expires: July 1, 1988 Residing at: Provo, Utah

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