



BOUNDARY FENCE LINE AGREEMENT

WHEREAS, **Ernest Roach Farms, Inc.**, owns certain real estate in Utah County, Utah, and

WHEREAS, **Hal M. Lucas and Carolyn M. Lucas, Trustees of the Lucas Family Revocable Trust dated February 22, 2011**, own land adjacent thereto and to the **East and North**.

WHEREAS, the boundary line between said parcels of land has been uncertain because of discrepancies between the established division fence line as surveyed and the record title. Said fence line separating the two parcels constitutes a physical boundary and division line between the same that has long been recognized by the parties hereto and their predecessors in title and interest, as the boundary and division line between the respective parcels of land.

WHEREAS, the parties hereto are desirous to fix a common boundary line between them and have agreed upon such boundary line established on the ground, and

WHEREAS, the parcel possessed by **Ernest Roach Farms, Inc.** is described as follows, to wit:

Beginning at a point which lies South 0°25'51" East 19.83 feet along the Section Line and East 16.35 feet from the West 1/4 Corner of Section 12, Township 8 South, Range 2 East, Salt Lake Base and Meridian; and running thence South 1247.83 feet to the extension of a fence; thence along existing fences the following nine (9) courses to wit: (1) North 73°34'09" East 207.53 feet, (2) North 72°59'50" East 249.04 feet, (3) North 70°50'32" East 155.78 feet, (4) North 69°06'01" East 126.18 feet, (5) North 58°09'34" East 28.61 feet, (6) North 29°59'43" West 587.66 feet, (7) North 58°29'52" West 60.26 feet, (8) North 20°39' 53" West 457.67 feet, (9) North 21°28'01" West 41.42 feet; thence South 89°24'08" West 204.71 feet to the point of beginning.

THE PARTIES AGREE that the established fence lines as the same now exists and above described shall constitute the boundary and division line between the parcels of land in the possession of the parties hereto, and 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 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, **Hal M. Lucas and Carolyn M. Lucas, Trustees of the Lucas Family Revocable Trust dated February 22, 2011**, hereby release, remise and forever **QUIT CLAIM** to **Ernest Roach Farms, Inc.**, any and all right, title and interest which they may have in and to all land in the possession of **Ernest Roach Farms, Inc.**, as above described; and for value received, the receipt of which is acknowledged **Ernest Roach Farms, Inc.**, hereby remises, releases and forever **QUIT CLAIMS** to **Hal M. Lucas and Carolyn M. Lucas, Trustees of the Lucas Family Revocable Trust dated February 22, 2011**, as their interests appear herein, any and all right, title and interest which they may have in and to all land lying to the **East and North** of the above described parcel.

