

B O U N D A R Y   L I N E   A G R E E M E N T

AGREEMENT made May 5, 1999 , between EMMA STEELE

, party of the first part herein and

JEAN EKKER,

parties

of the second part herein, for the purpose of fixing and determining the boundary and division line between adjoining parcels of land owned by the said parties, which boundary line is now uncertain because of discrepancies between the established fence line and the record title.

WHEREAS, EMMA STEELE

party of the first part, is in possession of a parcel of land situated in Utah County, Utah, which has been surveyed by a registered land surveyor and described by said survey as follows, to-wit:

Beginning at a point which lies West 599.89 feet and South 542.415 feet, according to Utah Coordinate bearings, Central Zone from the East Quarter corner of Section 11, Township 10 South, Range 1 West, Salt Lake Base and Meridian; thence South 01° 13' 03" West 100.02 feet; thence North 89° 57' 15" West 321.408 feet; thence North 00° 44' 44" West 100.01 feet along the East line of 100 West Street, Goshen, Utah, and along a fence; thence South 89° 57' 15" East 324.83 feet along a fence to the point of beginning.

WHEREAS, the parties of the second part is in possession of certain parcels of land adjoining the parcel above described and lying immediately adjacent to the fence line of the same; and

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 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

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 by EMMA STEELE

party of the first part, hereby remise, release and forever quit claim to the aforesaid parties of the second part any and all title and interest which they may have in and to all lands in the possession of each said parties of the second part, adjoining and adjacent to said fence lines above described, and for value received, the receipt of which is acknowledged the said part of the second part hereby remise, release and forever quit claim to EMMA STEELE

party of the first part herein, any and all right, title and interest which said part of the second part may have in and to all land in the possession of lying within the boundaries of the aforescribed fence lines, being the parcel of land in possession hereinabove described.

IN WITNESS WHEREOF, the parties have signed their names to this Agreement.

Emma Steele  
EMMA STEELE

Jean Ekker  
JEAN EKKER

STATE OF UTAH )  
:ss.  
COUNTY OF UTAH )

On the 10 day of May A.D., 19 99, personally appeared before me EMMA STEELE AND JEAN EKKER,

the signers of the within instrument, who duly acknowledged to me that they executed the same.

Commission Expires: 7/1/2000  
Residing at: Provo, Utah

Weston Garrett  
Notary Public

