

**WHEN RECORDED MAIL TO:**

PHILIP D. & JANEEN THOMAS  
404 EAST 1200 NORTH  
GENOLA, UTAH 84655-5062

ENT 62935 BK 4349 PG 669  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
1997 Aug 18 3:21 pm FEE 17.00 BY JRD  
RECORDED FOR TIMP TITLE INSURANCE AGENCY

Timp Title File No. 970009

**BOUNDARY LINE AGREEMENT**

AGREEMENT made this 30 day of May, 1997, between PHILIP D. THOMAS AND JANEEN THOMAS\*, parties of the first part herein and RAYMOND C. ROWLEY, PRESIDENT OF CHERRY HILL FARMS, INC., a Utah Corporation, 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.

\*and Rex O Broadhead and Charlene Broadhead, Trustees of the R&C Broadhead Trust, dated Jan. 19, 1995;

WHEREAS PHILIP D. THOMAS AND JANEEN THOMAS\*, parties of the first part, are in possession of a parcel of land which has been surveyed by a registered land surveyor and described by said boundary survey as follows, to-wit:

\*and Rex O Broadhead and Charlene Broadhead, Trustees of the R&C Broadhead Trust, dated Jan. 19, 1995

Beginning at the Southeast corner of Section 7, Township 9 South, Range 1 East, Salt Lake Base and Meridian; thence South 3 degrees 03' 34" West 791.99 feet along a fence line; thence South 1 degrees 59' 18" East 529.46 feet along a fence line and its southerly prolongation; thence South 89 degrees 58' 55" West 1295.91 feet along the 1/16- section line; thence North 0 degrees 00' 29" West 1319.87 feet along the 1/16- section line; thence North 0 degrees 54' 22" East 689.46 feet; thence South 89 degrees 55' 54" East 1324.84 feet along a fence line and its easterly prolongation; thence South 1 degrees 18' 42" West 687.43 feet along the section line 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 boundary survey of the same; and

WHEREAS, the hereinabove described boundary survey separates the parcels of land and constitutes a 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 above described boundary survey 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 boundary survey 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 forgoing stipulation and for value received, the receipt of which is hereby acknowledged by PHILIP D. THOMAS AND JANEEN THOMAS\*, parties 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 possession of said parties of the second part, adjoining and adjacent to said boundary survey above described, and for value received, the receipt of which is acknowledged, the said parties of the second part hereby remise, release \*and Rex O Broadhead and Charlene Broadhead, Trustees of the R&C Broadhead Trust, dated Jan. 19, 1995

and forever quit claim to aforesaid parties of the first part herein, any and all rights, title and interest which said party of the second part may have in and to all lands in the possession of the parties of the first part, lying within the boundaries of the aforescribed boundary survey, being the parcel of land possession of parties of the first part, herein described.

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

PARTIES OF THE FIRST PART

PARTIES OF THE SECOND PART

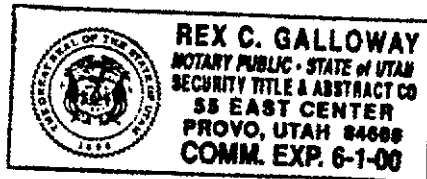
*Philip D. Thomas*  
PHILIP D. THOMAS

CHERRY HILL FARMS, INC.,  
a Utah Corporation  
*Raymond C. Rowley*  
RAYMOND C. ROWLEY, President

*Janeen Thomas*  
JANEEN THOMAS

STATE OF UTAH )  
 )  
:SS.  
COUNTY OF UTAH )

On the 30 day of May, 1997, personally appeared before me PHILIP D. THOMAS AND JANEEN THOMAS, parties of the first part, the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

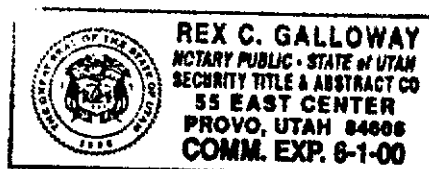


My Commission Expires:

*Rex - Galloway*  
Notary Public  
Residing at: Spanish Fork, Utah

STATE OF UTAH )  
 )  
:SS.  
COUNTY OF UTAH )

On the 30 day of May, 1997, personally appeared before me RAYMOND C. ROWLEY, who being duly sworn, says that he is the PRESIDENT of CHERRY HILL FARMS, INC., a Utah Corporation the corporation that executed the above and foregoing instrument and that said instrument was signed in behalf of said corporation by authority of its by-laws (or by authority of a resolution of its board of directors) and said RAYMOND C. ROWLEY acknowledged to me that said corporation executed the same.



My Commission Expires:

*Rex - Galloway*  
Notary Public  
Residing at: Spanish Fork, Utah

PARTIES OF THE FIRST PART

R&C BROADHEAD TRUST

*Rex O. Broadhead trustee*  
REX O. BROADHEAD, Trustee

*Charlene Broadhead trustee*  
CHARLENE BROADHEAD, Trustee

STATE OF UTAH        )  
                                  ss.  
COUNTY OF UTAH    )

On the 31 day of July, 1997, personally appeared before me REX O. BROADHEAD AND CHARLENE BROADHEAD, trustees of the R&C BROADHEAD TRUST, the signer of the within instrument, who duly acknowledged to me that they executed the same.

My Commission Expires: \_\_\_\_\_

Residing at: \_\_\_\_\_, Utah

*Rick Lee Carlton*  
Notary Public

