

BOUNDARY FENCE LINE AGREEMENT

WHEREAS, JOHN W. DANIELS own certain real estate in Utah County, Utah, and

WHEREAS, WENDELL HOWARD BARNEY and NELLIE L. BARNEY own land adjacent thereto and to the EAST.

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 the DANIELS has been surveyed and described in a certified survey by BARRY L. PRETTYMAN, Utah License No. 166406, and described as follows, to wit:

BEGINNING AT A POINT WHICH LIES WEST 681.00 FEET AND NORTH 1484.09 FEET, ACCORDING TO UTAH COORDINATE BEARINGS, CENTRAL ZONE, FROM THE EAST ONE QUARTER CORNER OF SECTION 6, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG A FENCE THE PERIMETER OF PROPERTY THE FOLLOWING COURSES: NORTH 01°02'57" EAST 92.87 FEET, NORTH 87°16'23" WEST 335.70 FEET, NORTH 01°31'31" WEST 647.42 FEET, SOUTH 89°51'23" EAST 336.17 FEET, NORTH 01°16'38" EAST 656.35 FEET, SOUTH 89°08'01" EAST 329.52 FEET, SOUTH 00°58'49" WEST 650.96 FEET, SOUTH 87°11'38" EAST 17.57 FEET, SOUTH 00°29'11" WEST 747.67 FEET, SOUTH 88°46'54" WEST 329.57 FEET TO THE POINT OF BEGINNING. AREA = 15.852 ACRES.

THE PARTIES AGREE that the established fence lines as the same now exists in the parcel 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, WENDELL HOWARD BARNEY and NELLIE L. BARNEY hereby remise, release and forever QUIT CLAIM to JOHN W. DANIELS any and all right, title and interest which they may have in and to all land in the possession of the DANIELS, as above described; and for value received, the receipt of which is acknowledged JOHN W. DANIELS hereby remise, release and forever QUIT CLAIM to WENDELL HOWARD BARNEY and NELLIE L. BARNEY 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 of the parcel above described.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 5 day of October, 1995.

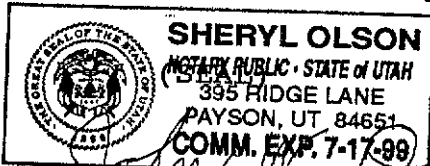
Wendell Howard Barney (X)
Nellie L. Barney

STATE OF UTAH
COUNTY OF UTAH

ENT 67992 BK 3786 PG 585

On the 29 day of August, 1995, personally appeared before me a Notary Public in and for the State of Utah, JOHN W. DANIELS the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.
Residing in Payson Utah
My Commission expires 7-17-99

Sheryl Olson
Notary Public



(X)
John W. Daniels

STATE OF UTAH
COUNTY OF UTAH

On the 5 day of October, 1995, personally appeared before me a Notary Public in and for the State of Utah WENDELL HOWARD BARNEY and NELLIE L. BARNEY the signers of the above instrument, who duly acknowledged to me that they executed the same.

Residing in Sp. Fork, ut
My Commission expires 2-27-98

Richard M. Taylor
NOTARY PUBLIC

(SEAL)

