

BOUNDARY FENCE LINE AGREEMENT

WHEREAS, ARLEA W. NIMER AKA ARLEA W. TOLBOE, Trustee of the Robert L. Wilson and Luella T. Wilson Trust owns certain real estate in Utah County, Utah, and

WHEREAS, LAMAR V. CRANDALL owns land adjacent thereto and to the SOUTH.

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 NIMER'S 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 FENCE CORNER WHICH LIES NORTH 1°01'45" WEST 3.40 FEET ALONG THE SECTION LINE AND WEST 347.29 FEET FROM THE EAST 1/4 CORNER OF SECTION 5, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°08'19" WEST 1087.14 FEET ALONG A FENCE; THENCE NORTH 44°26'52" EAST 608.78 FEET ALONG THE EASTERLY RIGHT-OF-WAY FENCE OF THE SOUTHERN PACIFIC TRANSPORTATION COMPANY RAILROAD; THENCE SOUTH 88°58'02" EAST 236.17 FEET ALONG A FENCE; THENCE SOUTH 89°13'44" EAST 436.76 FEET ALONG A FENCE; THENCE SOUTH 1°34'37" WEST 440.98 FEET ALONG A FENCE TO THE POINT OF BEGINNING.

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, LAMAR V. CRANDALL hereby remises, releases and forever QUIT CLAIMS to ARLEA W. NIMER AKA ARLEA W. TOLBOE, Trustee of the Robert L. Wilson and Luella T. Wilson Trust any and all right, title and interest which they may have in and to all land in the possession of the NIMER'S, as above described; and for value received, the receipt of which is acknowledged ARLEA W. NIMER AKA ARLEA W. TOLBOE, Trustee of the Robert L. Wilson and Luella T. Wilson Trust hereby remises, releases and forever QUIT CLAIMS to LAMAR V. CRANDALL as his interests appear herein, any and all right, title and interest which he may have in and to all land lying to the SOUTH of the parcel above described.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of _____, 20____.

Arlea W. Nimer Arlea W. Tolboe, Trustee
ARLEA W. NIMER AKA ARLEA W. TOLBOE, TRUSTEE

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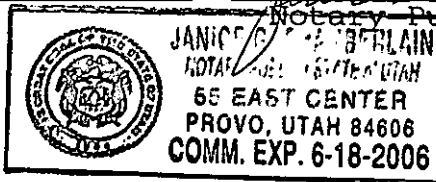
STATE OF UTAH X
COUNTY OF UTAH X

On the 19th day of August, 2004, personally appeared before me a Notary Public in and for the State of Utah, ARLEA W. NIMER AKA ARLEA W. TOLBOE, Trustee of the Robert L. Wilson and Luella T. Wilson Trust the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

Residing in Provo Utah
My Commission expires 6-18-2006

Janice J. Chamberlain
Notary Public

(SEAL)



Lamar V. Crandall
LAMAR V. CRANDALL

STATE OF UTAH X
COUNTY OF UTAH X

On the 1st day of MARCH, 2004, personally appeared before me a Notary Public in and for the State of Utah LAMAR V. CRANDALL the signer of the above instrument, who duly acknowledged to me that he executed the same.

Residing in Springville UT
My Commission expires 8/30/06

Leon E. Lee
Notary Public

