

BOUNDARY LINE AGREEMENT
(Fence)

AGREEMENT, made and entered into this 11th day of August, 2000, by and between STERLING E. BENCH, TRUSTEE AND DONNA T. BENCH, TRUSTEE OF THE STERLING E. BENCH FAMILY TRUST and THOMAS R. BENCH and JANINE A. BENCH, husband and wife, as joint tenants, hereinafter referred to as Parties of the First Part; CHARLES M. MATTFELDT and LINDA MATTFELDT, husband and wife, as joint tenants; DAVID W. HEALEY and THELMA LORAIN HEALEY, husband and wife, as joint tenants, with right of survivorship; BJS VI, LLC; MARVIN PAYNE and LAURIE PAYNE, husband and wife, as joint tenants, hereinafter referred to as Parties of the Second Part, for the purpose of fixing and determining the boundary and division line between adjoining parcels of land owned by said parties, which boundary line is now uncertain because of discrepancies between the established fence line and the record title.

WHEREAS, STERLING E. BENCH, TRUSTEE AND DONNA T. BENCH, TRUSTEE OF THE STERLING E. BENCH FAMILY TRUST and THOMAS R. BENCH and JANINE A. BENCH, husband and wife, as joint tenants, Parties of the First Part, is in possession of a parcel of land which has been surveyed by a registered land surveyor and described by said fence line survey as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

WHEREAS, the Parties of the Second part are in possession of certain parcels of land adjoining and contiguous to the parcel above described and lying immediately adjacent to the fence line of the same, and to the North, East and West.

WHEREAS, the hereinabove described existing fence line separates the parcels of land and constitutes 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 said parcel of land in the possession of the parties hereto. Each of the said parties hereby recognizes and agrees that the other parties 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 to and be binding upon them, their heirs, personal representatives and assigns.

PURSUANT to the foregoing stipulations and for the value received the receipt of which is acknowledged STERLING E. BENCH, TRUSTEE AND DONNA T. BENCH, TRUSTEE OF THE STERLING E. BENCH FAMILY TRUST and THOMAS R. BENCH and JANINE A. BENCH, husband and wife, as joint tenants, Parties of the First Part, hereby remise, releases and forever quit claims to the aforesaid Parties of the Second Part, as their interests appear herein, any and all right, title, and interest which they may have in and to all lands in the possession of each of said Parties of the second part, adjoining and adjacent to said fence lines above described; and, for value received, the receipt of which is hereby acknowledged, the said parties of the Second Part hereby remise, release and forever quit claim to STERLING E. BENCH, TRUSTEE AND DONNA T. BENCH, TRUSTEE OF THE STERLING E. BENCH FAMILY TRUST and THOMAS R. BENCH and JANINE A. BENCH, husband and wife, as joint tenants, Parties of the First Part, as their interests appear herein, any and all right, title and interest which said Parties of the Second Part may have in and to all the land in the possession of the said Parties of the First Part, lying within the boundaries of the aforescribed fence line, survey, being the parcel of land in possession of the said STERLING E. BENCH, TRUSTEE AND DONNA T. BENCH, TRUSTEE OF THE STERLING E. BENCH FAMILY TRUST and THOMAS R. BENCH and JANINE A. BENCH, husband and wife, as joint tenants, Parties of the First Part, hereinabove described.

IN WITNESS WHEREOF, the Parties have hereunto signed their names to this agreement the day and year first above written.

PARTIES OF THE FIRST PART:

Sterling E. Bench, Trustee
STERLING E. BENCH, TRUSTEE
Donna T. Bench, Trustee
DONNA T. BENCH, TRUSTEE
Thomas R. Bench
THOMAS R. BENCH
Janine A. Bench
JANINE A. BENCH

PARTIES OF THE SECOND PART:

Charles M. Mattfeldt
CHARLES M. MATTFELDT
Linda Mattfeldt
LINDA MATTFELDT

DAVID W. HEALEY

THELMA LORAIN HEALEY

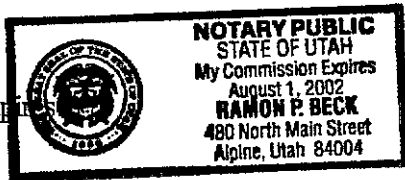
BJS VI, LLC

Marvin Payne
MARVIN PAYNE

Laurie Payne
LAURIE PAYNE

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

On the 8th day of ~~January~~ ^{August}, 2000, personally appeared before me a Notary Public in and for the State of Utah, STERLING E. BENCH, TRUSTEE and DONNA T. BENCH, TRUSTEE OF THE STERLING E. BENCH FAMILY TRUST, the signer(s) of the above instrument who duly acknowledged to me that he/she/they executed the same.

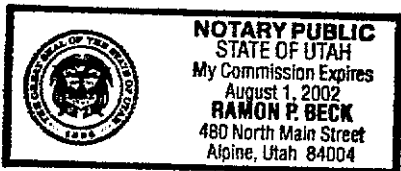


My Commission Expires:
Residing at:

Ramon P. Beck
Notary Public

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

On the 7th day of ~~January~~ ^{August}, 2000, personally appeared before me a Notary Public in and for the State of Utah, THOMAS R. BENCH and JANINE A. BENCH, the signer(s) of the above instrument who duly acknowledged to me that he/she/they executed the same.

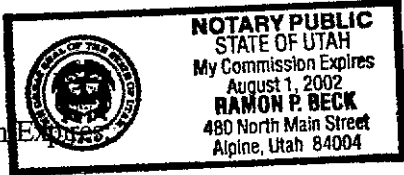


My Commission Expires:
Residing at:

Ramon P. Beck
Notary Public

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

On the 11th day of ~~January~~ ^{August}, 2000, personally appeared before me a Notary Public in and for the State of Utah, CHARLES M. MATTFELDT and LINDA MATTFELDT, the signer(s) of the above instrument who duly acknowledged to me that he/she/they executed the same.



Ramon P. Beck
Notary Public

My Commission Expires:
Residing at:

STATE OF UTAH)
)
:SS.
COUNTY OF)

On the _____ day of January, 2000, personally appeared before me a Notary Public in and for the State of Utah, DAVID W. HEALEY and THELMA LORAIN HEALEY, the signer(s) of the above instrument who duly acknowledged to me that he/she/they executed the same.

Notary Public

My Commission Expires:
Residing at:

STATE OF UTAH)
)
:SS.
COUNTY OF)

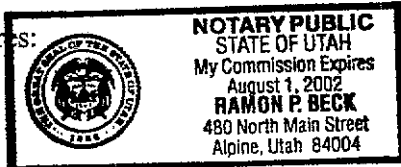
On the _____ day of January, 2000, personally appeared before me _____ who, being by me duly sworn, did say that _____ is the Manager of BJS VI, LLC; that said instrument was signed in behalf of said limited liability company by authority of it's Articles of Organization and pursuant to it's Operating Agreement; and he further acknowledged to me that said limited liability company executed the same.

Notary Public

My Commission Expires:
Residing at:

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

On the 10th day of ~~January~~ ^{August}, 2000, personally appeared before me a Notary Public in and for the State of Utah, ; MARVIN PAYNE and LAURIE PAYNE, the signer(s) of the above instrument who duly acknowledged to me that he/she/they executed the same.



Ramon P. Beck
Notary Public

My Commission Expires:
Residing at:

EXHIBIT "A"

ORIGINAL OVERALL DESCRIPTION

Commencing at the Southeast corner of Lot 1, Block 9, Plat "A", ALPINE CITY SURVEY OF BUILDING LOTS; and running thence West 188.23 feet; thence North 162.00 feet; thence East 188.23 feet; thence South 162.00 feet; to the point of beginning.

LOT 1 (AS SURVEYED FENCELINE)

Commencing at a point on a fence line which is West 184.03 feet and North 84.95 feet from the Southeast corner of Lot 1, Block 9, Plat "A", Alpine City Survey of Building Lots; and running thence along fence lines the following 6 calls: N01°48'09"E 30.22 feet, N89°35'38"W 1.89 feet, N00°13'29"W 52.00 feet, S87°51'27"E 47.41 feet, N89°08'29"E 51.20 feet, S89°24'10"E 86.50 feet; thence South 75.69 feet to a fence corner; thence along fence lines the following 5 calls: S88°18'40"W 18.97 feet, N89°38'11"W 37.68 feet, S00°34'41"E 7.54 feet, N89°06'51"W 10.34 feet, North 3.08 feet; thence West 117.35 feet to the point of beginning.
Contains 14,748 sq. ft. (0.34 Acres).

LOT 2 (AS SURVEYED FENCELINE)

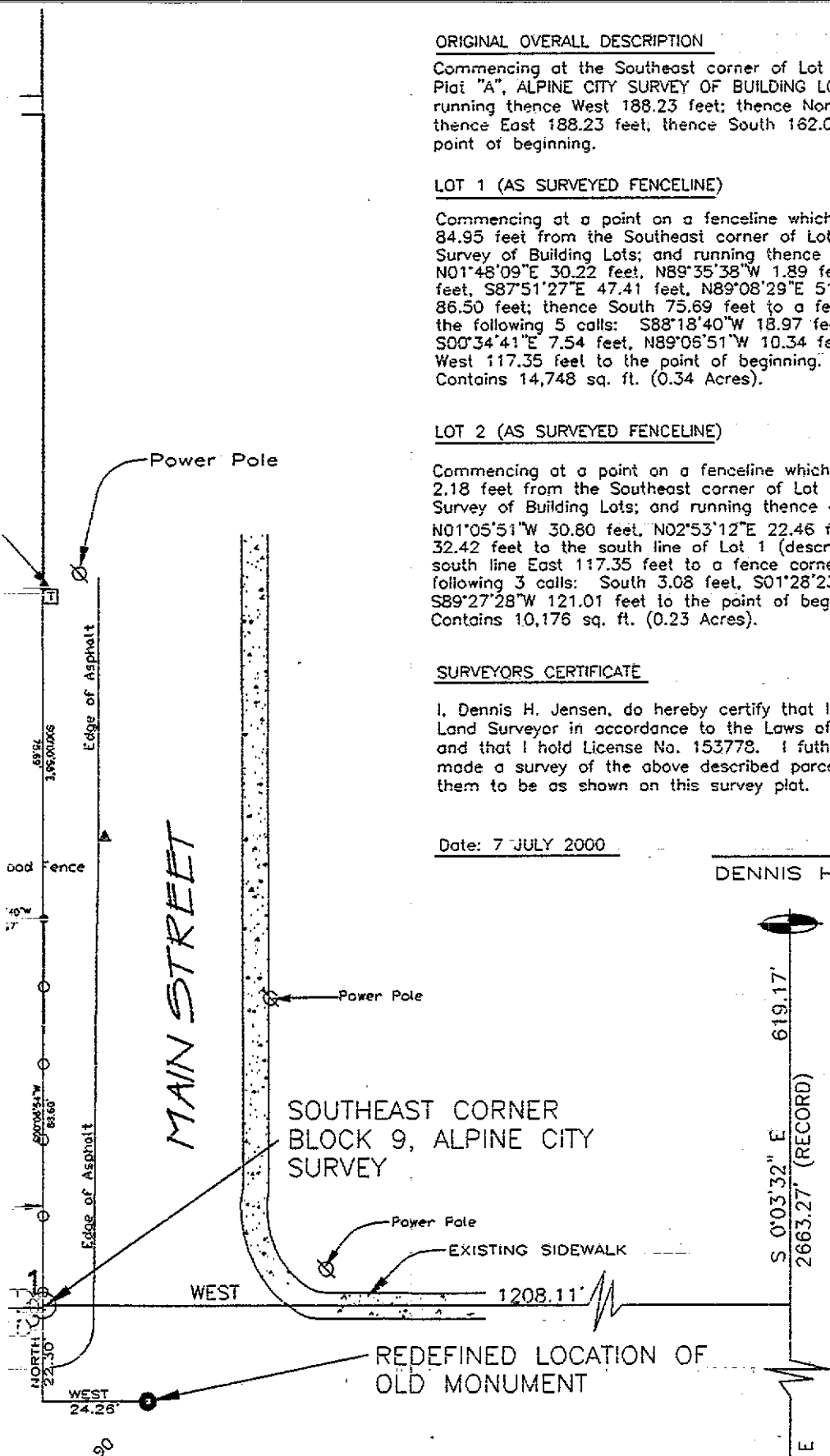
Commencing at a point on a fence line which is West 185.64 feet and South 2.18 feet from the Southeast corner of Lot 1, Block 9, Plat "A", Alpine City Survey of Building Lots; and running thence along fence lines the following 3 calls: N01°05'51"W 30.80 feet, N02°53'12"E 22.46 feet, N01°48'09"E 32.42 feet to the south line of Lot 1 (described above); thence along said south line East 117.35 feet to a fence corner; thence along fence lines the following 3 calls: South 3.08 feet, S01°28'23"E 81.42 feet, and S89°27'28"W 121.01 feet to the point of beginning.
Contains 10,176 sq. ft. (0.23 Acres).

SURVEYORS CERTIFICATE

I, Dennis H. Jensen, do hereby certify that I am a Professional Land Surveyor in accordance to the Laws of the State of Utah and that I hold License No. 153778. I further certify that I have made a survey of the above described parcels of land and find them to be as shown on this survey plat.

Date: 7 JULY 2000

DENNIS H. JENSEN, PLS



EAST 1/4 COR. SEC. 24.
T4S. R1E. SLB&M