Send Tax Notices to: Exchange Pro, Inc. as accomodator for: ENT 94175:2007 PG 1 of 3
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2007 Jun 28 2:41 pm FEE 14.00 BY SS
RECORDED FOR PRO-TITLE AND ESCROW, INC.
ELECTRONICALLY RECORDED

## **BOUNDARY LINE AGREEMENT**

(FENCE LINE)

PTE- 23275-P

AGREEMENT, made and entered into this day, June 11, 2007, by and between Rocky Ridge I, LLC, hereinafter referred to as Party of the First Part and Crandall Farms, Inc., hereinafter referred to as Party 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 uncertain because of discrepancies between the established fence line and the record title descriptions.

WHEREAS, Rocky Ridge I, LLC, Party 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 Attached Exhibit "A"

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 survey line, and South.

WHEREAS, the herein above described existing fence line separates the parcels of land and constitutes a 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 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 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, Rocky Ridge I, LLC, Party of the First Part, hereby remise, releases and forever quit claims 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 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 Rocky Ridge I, LLC, Parties of the First Part, herein above described.

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

## PARTY OF THE FIRST PART:

PARTY OF THE SECOND PART:

Rocky Ridge I, LLC

Crandall Farms, Inc.

Calvin V. Crandall, President

STATE OF UTAH ) ) §.
County of Utah )

On this **27** Day of June, 2007, before me, the undersigned Notary Public, personally appeared Rebecca S. Beardall, known to me to be the member(s) or designated agent(s) of the limited liability company that executed the above, and acknowledged to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and an oath stated that they are authorized to execute said instrument freely and voluntarily for the purposes and use herein mentioned on behalf of the limited liability company.

Notary Public

STATE OF UTAH ) ) §.
County of Utah )



On this 27 day of June, 2007 personally appeared before me Calvin V. Crandall, who being by me duly sworn did say, that he is the President of Crandall Farms, Inc., the corporation that executed the foregoing instrument by authority of a resolution of its Board of Directors and the said Calvin V. Crandall acknowledged to me that said corporation executed the same.



Notary Public

## CRANDALL FENCE LINE AGREEMENT

A parcel of land in the Northwest quarter of Section 4, Township 8 South, Range 3 East, SLB&M, Springville, Utah County, Utah, more particularly described as follows:

Commencing at the West ¼ corner of said Section 4; thence N01°01'45"W 1366.80 feet along the section line to the northwest corner of the south ½ of the Northwest ¼ of said Section 4; thence East 1320.00 feet; thence South 692.28 feet; thence East 113.46 feet; thence S00°04'22"E 120.99 feet; thence N89°01'28"E 22.52 feet; thence S00°37'18"E 21.99 feet; thence N89°22'42"E 57.90 feet; thence S09°02'00"W 87.33 feet to a point on an existing fence line, said point also being the POINT OF BEGINNING; thence along said fence line the following 2 courses and distances; (1) S89°45'59"W 15.86 feet; (2) thence S88°22'50"W 355.95 feet TO THE POINT OF TERMINUS