

## BOUNDARY LINE AGREEMENT

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THIS BOUNDARY LINE AGREEMENT, made and entered into this 19th day of October, 2012, by and between Paul F. Jonsson, Trustee of the Paul F. Jonsson Family Trust Agreement dated August 23, 1994, hereinafter referred to as Party of the First Part; and Duane A. Sheely and Stacy K. Sheely, husband and wife, as joint tenants, 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 now uncertain because of discrepancies between the established record title.

WHEREAS, Paul F. Jonsson, Trustee of the Paul F. Jonsson Family Trust Agreement dated August 23, 1994, Party of the First Part, is in possession of certain parcel of land which has been partially surveyed by a registered land surveyor (George B. Wilson) and described by said title line survey as follows, to-wit:

See Exhibit "A", attached hereto and by this reference made a part hereof.

WHEREAS, the Party of the Second Part is in possession of certain parcel of land adjoining the parcel above described and lying immediately adjacent to the survey line of the same, and to the South.

WHEREAS, the hereinabove described title line separates the parcels of land and constitutes a division line between the same. The parties further agree that the title line described on this Boundary Line Agreement and as shown on Map attached hereto as Exhibit "B", shall constitute the boundary and division line between the said parcels 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 title 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 value received, the receipt of which is hereby acknowledged Paul F. Jonsson, Trustee of the Paul F. Jonsson Family Trust Agreement dated August 23, 1994, party of the First Part, hereby remise, release and forever quit claim 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 title 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 Paul F. Jonsson, Trustee of the Paul F. Jonsson Family Trust Agreement dated August 23, 1994, Party of the First Part, as their interest may appear herein, any and all right, title and interest which said Parties of the Second Part may have in and to all land in the possession of the said Party of the First Part, lying within the boundaries of the aforescribed title line, being the parcel of land in possession of the said Paul F. Jonsson, Trustee of the Paul F. Jonsson Family Trust Agreement dated August 23, 1994, Party 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.

PARTY OF THE FIRST PART:

Paul F. Jonsson, Trustee of the Paul F.  
Jonsson Family Trust Agreement dated  
August 23, 1994

*Paul Jonsson*

PARTY OF THE SECOND PART:

*Duane A. Sheely*  
Duane A. Sheely

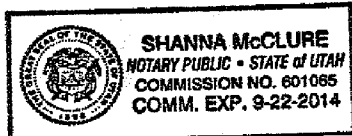
*Stacy K. Sheely*  
Stacy K. Sheely

State of Utah )

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County of Utah )

On the ~~19th~~ <sup>5th</sup> day of ~~October~~ <sup>June</sup>, 2012, before me, the undersigned Notary Public, personally appeared Paul F. Jonsson, Trustee of the Paul F. Jonsson Family Trust Agreement dated August 23, 1994, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



*Shanna McClure*  
Notary Public

State of Utah )

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County of Utah )

On the 19th day of October, 2012, before me, the undersigned Notary Public, personally appeared Duane A. Sheely and Stacy K. Sheely, husband and wife, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



*Shanna McClure*  
Notary Public

EXHIBIT "A"

*BASIS OF BEARINGS: UTAH STATE PLANE BEARINGS NAD 27  
NOV. 15, 2000 UTAH COUNTY SECTION TIE SHEET*

*BASIS OF SECTION CORNER DATA: NAD 27 DATA  
SOUTHEAST CORNER SECTION 5, T5S, R 1 E, SLB&M : NOV. 15, 2000 UTAH  
COUNTY SURVEYOR'S TIE SHEET.*

*ALL THAT PART OF THE SOUTHEAST 1/4 OF SECTION 5, T 5 S, R 1 E, SLB&M,  
CITY OF LEHI, UTAH COUNTY, UTAH, DESCRIBED AS FOLLOWS:*

*BEGINNING AT AN IRON SURVEY PIN LOCATED NORTH 445.47 FEET AND  
WEST 2002.59 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 5,  
AND RUN THENCE SOUTH 89 DEG 21 MIN 48 SEC EAST ALONG THE  
AGREED UPON BOUNDARY LINE, 146.71 FEET TO THE EXISTING SURVEY  
PIN SET BY ROBERT D. KUNZ, LAND SURVEYOR # 150228, AT THE  
NORTHWEST CORNER OF LOT 8 OF GRACE STONE SUBDIVISION PLAT A,  
AND THE END OF THIS BOUNDARY LINE AGREEMENT.*