

WHEN RECORDED MAIL TO:
JOHN HANCOCK CHARTER SCHOOL FOUNDATION
125 North 100 East
Pleasant Grove, UT 84062

ENT 66500:2018 PG 1 of 3
Jeffery Smith
Utah County Recorder
2018 Jul 16 04:01 PM FEE 18.00 BY SW
RECORDED FOR Utah First Title Insurance Agency
ELECTRONICALLY RECORDED

BOUNDARY LINE AGREEMENT

AGREEMENT, made and entered into this 16th day of July, 2018, by and between, **JOHN HANCOCK CHARTER SCHOOL FOUNDATION** hereinafter referred to as Party(ies) of the First Part; and **STEVEN ROBERT MCKAY and DAVID M. MCKAY**, hereinafter referred to as Party(ies) 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 record title lines.

WHEREAS, between **JOHN HANCOCK CHARTER SCHOOL FOUNDATION**, Party(ies) of the First Part, is in possession of a parcel of land described by deed as follows, to wit:

Commencing 5.25 chains North and 2.50 chains West of the Southeast corner of Lot 1, Block 49, Plat "A", Pleasant Grove City Survey of Building Lots; thence West 1.50 chains, thence South 2.62 chains, thence East 1.50 chains, thence North 2.62 chains to beginning.

AND:

Commencing 4.16 chains West of the Southwest corner of Lot 1, Block 49, Plat "A", PLEASANT GROVE CITY SURVEY OF BUILDING LOTS; thence West 1.50 chains; thence North 2.62 ½ chains; thence East 1.50 chains; thence South 2.62 ½ chains to the place of beginning.

WHEREAS, **STEVEN ROBERT MCKAY and DAVID M. MCKAY** the Party(ies) of the Second part are in possession of certain parcels of land adjoining and contiguous to the parcel above described, being described by deed as follows, to wit:

Commencing 7.40 chains East and 2.63 chains North of the Southwest corner of Block 49, Plat "A", Pleasant Grove City Survey; thence East 1.50 chains, North 49.5 feet; West 1.50 chains, South 49.5 feet to the beginning.

WHEREAS, **JOHN HANCOCK CHARTER SCHOOL FOUNDATION** the Party(ies) of the First part will now possess the property described by survey as follows, to-wit:

Beginning at a point that lies North 89°43'06" West 165.00 Feet along the lot line from the Northeast Corner of Lot 1, Block 49, Plat "A" Pleasant Grove City Survey of Building Lots, thence North 89°43'06" West 89.33 feet along the North line of said Lot 1 to an extension of an Old Established Fence Line, thence South 00°02'19" East 128.57 feet along said Old Established Fence Line, thence North 89°36'11" West 38.00 feet, thence South 00°02'19" East 58.97 feet, thence South 89°48'52" East 25.94 feet, thence North 00°23'49" East 1.31 feet, thence South 89°36'11" East 98.50 feet to a Fence Line, thence North 00°13'53" East 186.34 feet to the point of beginning.

WHEREAS, **STEVEN ROBERT MCKAY and DAVID M. MCKAY** the Party(ies) of the Second part will now possess the property described by survey as follows, to-wit:

Commencing 388.40 feet East and 176.00 feet North of the Southwest corner of Block 49, Plat "A", Pleasant Grove City Survey; thence North 56.00 feet; thence East 100.00 feet; thence South 56.00 feet; thence West 100.00 feet to the place of beginning.

WHEREAS, the hereinabove described Survey 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 Survey Lines herein described 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(ies) 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 the value received the receipt of which is acknowledged **JOHN HANCOCK CHARTER SCHOOL FOUNDATION**, Party(ies) of the First Part, hereby remise, releases and forever quit claims to the aforesaid Party(ies) 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 Party(ies) of the second part, adjoining and adjacent to said survey 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 **JOHN HANCOCK CHARTER SCHOOL FOUNDATION**, Party(ies) of the First Part, as their interests appear herein, any and all right, title and interest which said Party(ies) of the Second Part may have in and to all the land in the possession of the said Party(ies) of the First Part, lying within the boundaries of the aforescribed survey line, survey, being the parcel of land in possession of the said **JOHN HANCOCK CHARTER SCHOOL FOUNDATION**, Party(ies) of the First Part, hereinabove described.

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

PARTY(IES) OF THE SECOND PART

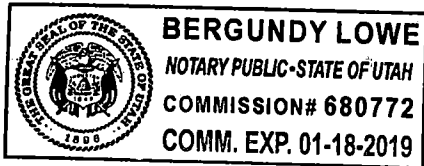
Steven Robert McKay
STEVEN ROBERT MCKAY
David M McKay
DAVID M. MCKAY

PARTY(IES) OF THE FIRST PART

JOHN HANCOCK CHARTER SCHOOL
FOUNDATION
Joseph A. Spencer
BY: JOSEPH A. SPENCER, Board Member

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

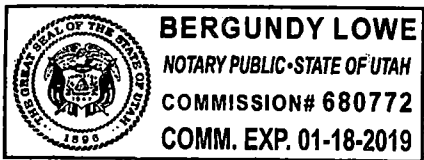
On the 16th day of July, 2018, personally appeared before me a Notary Public in and for the State of Utah, STEVEN ROBERT MCKAY and DAVID M. MCKAY, the signers of the above instrument who duly acknowledged to me that THEY executed the same.



Bergundy Lowe
Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On the 16th day of July, 2018, personally appeared before me a Notary Public in and for the State of Utah, JOSEPH A. SPENCER, who is the BOARD MEMBER of JOHN HANCOCK CHARTER SCHOOL FOUNDATION, the signers of the above instrument who duly acknowledged to me that SHE executed the same.



Bergundy Lowe
Notary Public