

WHEN RECORDED RETURN TO:

Jann Lefler
3544 East State Road 35
Kamas, Utah 84036

ENTRY NO. 01175629

10/19/2021 03:31:00 PM B: 2700 P: 1066

Boundary Line Agreement PAGE 1/4

RHONDA FRANCIS, SUMMIT COUNTY RECORDER

FEE 40.00 BY JANN LEFLER



**Tax Parcels: CD-2234 and CD-2233-1 (Revised
Descriptions included in this Quit Claim Deed)**

BOUNDARY LINE AGREEMENT AND QUIT CLAIM CONVEYANCES

This BOUNDARY LINE AGREEMENT is entered into and effective as of the ___ day of October, 2021 and is made between **JANN LEFLER, TRUSTEE OF THE JANN LEFLER LIVING TRUST dated March 20, 2020** (referred to herein as “LEFLER”) and **MONICA D. SAXTON** (referred to herein as “SAXTON”). The purpose of this agreement is to confirm the boundary and division line between adjoining parcels of land owned by LEFLER and SAXTON so that the line is consistent with existing fence lines.

RECITALS:

- A. WHEREAS, LEFLER is the record owner of certain real property in Summit County, Utah, identified as Tax Identification Number CD-2234;
- B. WHEREAS, SAXTON is the record owner of certain real property in Summit County, Utah, identified as Tax Identification Number CD-2233-1;
- C. WHEREAS, the existing fence line has long been recognized by LEFLER, and SAXTON and their predecessors-in-interest, as the boundary and division line between the LEFLER property and the SAXTON property; and
- D. WHEREAS, the parties agree that the existing fence line shall constitute the boundary and division line between their parcels as delineated in this Agreement. The parties further agree that these stipulations shall apply to, and be binding upon, them, their heirs, personal representatives and assigns as well as any other successors-in-interest.

Now, wherefore, in consideration of the aforementioned recitals, ten dollars and other good and valuable consideration the parties agree as follows:

1. **Recitals.** The parties hereto agree that the Recitals in this Agreement are accurate and are incorporated by reference into this Agreement as if fully set forth herein.
2. **Existing Fence Line to Describe Boundary between the LEFLER Property and the SAXTON Property.** The parties intend that the existing fence line become the new boundary line between the LEFLER Property and the SAXTON Property. The fence line is more particularly described as follows:

A fence line and the extension lines of said fence located in the Northwest Quarter of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian and having a Basis of Bearing taken as South 0°29'25" West between the Northwest Corner and the Southwest Corner of said Section 12, described as follows:

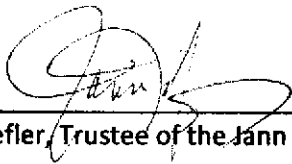
Beginning at a point South 0°29'25" West 1739.22 feet along the section line and East 2226.59 feet from the Northwest Corner of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian, and running thence South 13°34'53" West 542.14 feet along a fence line and the extension line of said fence; thence along the extension line of a fence and along said fence North 79°10'27" West 135.28 feet; thence South 15°36'46" West 424.43 feet along a fence line and the extension line of said fence line to the centerline of the Provo River being the terminus of the described fence line.

(this survey description is hereinafter referred to as the "Fence Line Description")

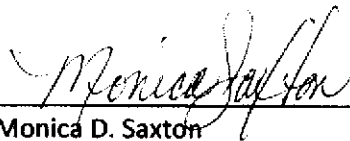
3. **SAXTON Quit Claims Property Adjacent to the Fence Line.** MONICA D. SAXTON hereby remises, releases and forever quit claims to JANN LEFLER, TRUSTEE OF THE JANN LEFLER LIVING TRUST dated March 20, 2020 all of her rights, title and interest in and to that property that is northwesterly of, and immediately adjacent to, the Fence Line Description, which will become part of the revised description of CD-2234.
4. **LEFLER Quit Claims Property Adjacent to Fence Line to SAXTON.** JANN LEFLER, TRUSTEE OF THE JANN LEFLER LIVING TRUST dated March 20, 2020 hereby remises, releases and forever quit claims to MONICA D. SAXTON all of her right, title and interest in that property that is southeasterly of, and immediately adjacent to the Fence Line Description, which will become part of the new revised description of CD-2233-1.
5. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement by and among the parties hereto and supersedes all prior agreements, representations or understandings by or among them, whether written or oral, pertaining to the subject matter hereof.
6. **Waiver or Modification.** A modification of any provision herein contained or any other amendment to this Agreement, shall be effective only if the modification or amendment is in writing and signed by all parties hereto.

7. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors and assigns.
8. **Governing Law.** This Agreement shall be governed by, interpreted under and construed and enforced in accordance with, the laws of the State of Utah applicable to agreements made and to be performed wholly within the State of Utah.
9. **Venue and Jurisdiction.** Each party to this Agreement, by execution of the Agreement, consents to venue in the courts of the State of Utah in and for Summit County, Utah, regarding any legal action arising from or otherwise related to this Agreement.
10. **Construction.** In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal or unenforceable portion had never been part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and made it effective as of the date first set forth above.



Jann Lefler, Trustee of the Jann Lefler Living Trust dated March 20, 2020

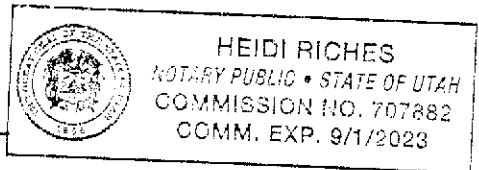


Monica D. Saxton

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

On the 19 day of October, 2021, personally appeared before me, Jann Lefler, Trustee of the Jann Lefler Living Trust dated March 20, 2020, *the signer of the within instrument, who duly acknowledged to me that she executed the same in her capacity as Trustee of said Trust.*

Heidi Riches
NOTARY PUBLIC



STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

On the 19 day of October, 2021, personally appeared before me, Monica D. Saxton, *the signer of the within instrument, who duly acknowledged to me that she executed the same...*

Heidi Riches
NOTARY PUBLIC

