WHEN RECORDED, RETURN TO:

Tara Riddle Property Coordinator, Provo City P.O. Box 1849 Provo, Utah 84603-1849 ENT 24220:2000 PG 1 of 2 RANDALL A. COVINGTON UTAH COUNTY RECORDER 2000 Mar 28 1:11 pm FEE 0.00 BY SB RECORDED FOR PROVO CITY

## **BOUNDARY LINE AGREEMENT**

AGREEMENT, made and entered into this 23rd day of Moule , 2000, by and between **Provo City Corporation** and **John David Boone**, for the purpose of fixing and determining a boundary and division line between adjoining parcels of land owned by said owner, which boundary line is now uncertain because of discrepancies between the established property line and the recorded title.

WHEREAS, Provo City Corporation, is in possession of land which has been surveyed by a registered land surveyor and its south boundary is described by said property line survey as follows to wit:

Beginning at the Northwest corner of Lot 1, Eagles View Subdivision, Plat E; thence West along the westward prolongation of the North line of said Plat E.

It shall be understood that the sidelines of Grantees current, platted, lot shall be prolonged northward to a point of intersection with the above, cited, agreed upon, boundary.

WHEREAS, John David Boone is in possession of a certain parcel of land lying immediately adjacent to the line above described,

WHEREAS, the hereinabove described property line separates the parcel 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 PARTY AGREES THAT the property line as the same now exists shall constitute the boundary and division line between the parcel of land in the possession of the party hereto. Said party hereby recognizes and agrees that the other party is the legal owner up to the said property 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 which is hereby acknowledged **Provo City Corporation**, hereby remises, releases and forever quit claims to the aforesaid **John David Boone**, any and all title and interest which it may have in and to all lands in the possession of **John David Boone**, adjoining and adjacent to the said property line above described; and, for value received, the receipt of which is hereby acknowledged, the said **John David Boone** remise, release and forever quit claim to **Provo City Corporation**, as their interests appear herein, any and all right, title and interest which they may have in and to all land in the possession of **Provo City Corporation**, lying within the boundaries of the aforedescribed property line, being the parcel of land in possession of the said **Provo City Corporation**, herein above described.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 2312 day of
Attest:  Provo City Corporation By:
Marilyn T Perry City Recorder  Mary City Recorder
[CORPORATE SEAL]
STATE OF UTAH )
COUNTY OF UTAH )
On the 23rd day of March 2000, Lucis K. Billings , personally appeared before me, a Notary Public in and for the State of Utah, Lewis K. Billings, the signer of the above instrument, who duly acknowledged to me that he executed the same.
TARA RIDDLE Notary Public Notary Public State of Utah My Comm. Expires Mar 19, 2002 55N University Ave Suite 215 Provo UT 84601  John David Boone
STATE OF UTAH )
COUNTY OF UTAH )
On the 28 <sup>th</sup> day of March, 2000, 2000, 2000 personally appeared before me, a Notary Public in and for the State of Utah, JOHN DAVID BOONE, Owner, the signer of the above instrument who dish colored to see that the
instrument, who duly acknowledged to me that they executed the same.
Notary Public
TARA RIDDLE Notary Public State of Utah My Comm. Expires Mar 19, 2002 55N University Ave Suite 215 Prove UT 84601