

When recorded mail to
Larry & Lind Charlton
4056 W. 900 S
Ogden, UT 84404

BOUNDARY LINE AGREEMENT

Tax Serial Nos. 15-046-0025, 15-046-0026

This Boundary Line Agreement (the "Agreement") is made this 16 day of November 2023, by and between LAYNE T CHARLTON (Party of the First Part); of Weber County, Utah, and LARRY H. CHARLTON and LINDA K. CHARLTON trustees of the LARRY H. CHARLTON and LINDA K. CHARLTON FAMILY TRUST, dated the 23rd day of June 2005, (Party of the Second Part) of Weber County, Utah, with respect to the following facts and circumstances (collectively the Parties):

RECITALS

- A. Party of the First Part is the owner of certain real property No. 15-046-0025 of which is more particularly described in the Quit Claim Deed Entry Number 2886075 recorded on October 17, 2017 in the Weber County Recorder's office.

Party of the Second Part is the owner of certain real property No. 15-046-0026 of which is more particularly described in the Special Warranty Deed Entry Number 2112254 recorded on June 28, 2005 in the Weber County Recorder's office.

- B. The Parties have discussed certain mutual advantages to be derived through the relocation of their common boundary line and are interested in establishing written evidence of their agreement to resolve any disagreement or dispute that is or may be the subject of this agreement.
- C. The Party of the First Part and the Party of the Second Part have reviewed Exhibit A which has been prepared in accordance with the terms of the agreement reached by said parties regarding the identification, alteration, or correction of their respective boundary, said Exhibit A being the description of the boundary line which is being agreed to as their common dividing line.
- D. This agreement is being prepared in accordance with UCA 57-1-45, UCA 10-9a-524, and/or UCA 17-27a-523, which ever may be applicable, and in accordance with UCA 17-23-17 a record of survey has been prepared and filed with the County Surveyor's Office as file number _____.

NOW THEREFORE, for valuable considerations, the receipt and sufficiency of which are hereby acknowledged, The Party of the First Part, and the Party of the Second Part, hereby covenant and agree as follows:

1. The Party of the **First Part** hereby quit claims and conveys to the Party of the **Second Part** all that property lying Easterly of the Boundary Line described as Exhibit A, and the Party of the **Second Part** hereby quit claims and conveys to the Party of the **First Part** all that property lying Westerly of the Boundary Line as described as Exhibit A, of which the Parties have interest.
2. Exhibit B as contained hereinafter describes the tract of land of the Party of the **First Part** after the recording of this boundary agreement.
3. Exhibit C as contained hereinafter describes the tract of land of the Party of the **Second Part** after the recording of this boundary agreement.
4. All improvements hereafter constructed or installed by the Parties on their respective sides of the boundary line shall be placed in a manner that will preclude encroachments over the common property line created by this Boundary Line Agreement.
5. The Parties represent that all mortgages, deeds of trust, or other financial obligations previously secured against their respective properties as described in paragraph A, have been released or reconveyed of record prior to or at the time of the recording of this Boundary Line Agreement.
6. The terms of this Boundary Line Agreement shall run with the land and shall be binding upon all parties claiming by, through or under the Parties including, but not limited to, their respective purchasers, successors, assigns and lenders.
7. All easements of use or record now in existence on the Parties properties shall remain in force and effect as originally used or granted.
8. The terms of this Boundary Line Agreement represent the final and complete understanding of the Parties with respect to the issues described herein. Said terms supersedes all prior verbal and written representations, discussions and understandings between the Parties.
9. The parties are hereby given notice that they may need to consult their own attorney and/or surveyor to be fully informed of the terms, conditions, facts, statements, and descriptions contained herein.

Party of the First Part

IN WITNESS WHEREOF, the hand of said Grantor(s), this 16 day
of NOV, 2023.

Jayne T. Charlton
LAYNE T. CHARLTON

STATE OF UTAH)
COUNTY OF Weber) ss.

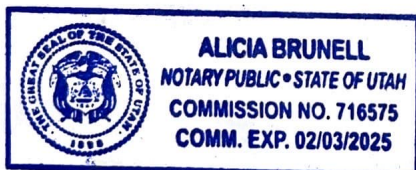
On the date first above written personally appeared before me the
above signer(s) of the within instrument, who duly acknowledged to me
that they executed the same.

WITNESS my hand and official stamp the date in this certificate
first above written:

My Commission Expires: 2.3.2025

W. Balle
Notary Public

Weber City.
Residing in:



Party of the Second Part

TRUST ACKNOWLEDGEMENT:

IN WITNESS WHEREOF, said LARRY H. CHARLTON and LINDA K. CHARLTON FAMILY TRUST, dated the 23rd day of June 2005, has caused this instrument to be executed by its trustee(s) hereunto duly authorized, this 16 day of Nov., 2023

LARRY H. CHARLTON, Trustee

Linda K. Charlton
LINDA K. CHARLTON, Trustee

STATE OF UTAH)
) ss.
COUNTY OF WEBER)

On the date first above written personally appeared before me the above signer(s), who being by me duly sworn and affirmed, did say that he/she/they is/are trustee(s) of said trust and that the foregoing instrument was signed in behalf of said trust by authority, and said trustee(s) acknowledged to me that he/she/they, as trustee(s), executed the same in the name of the trust.

WITNESS my hand and official stamp the date in this certificate first above written:

My Commission Expires: 2.3.2025

Wade
Notary Public

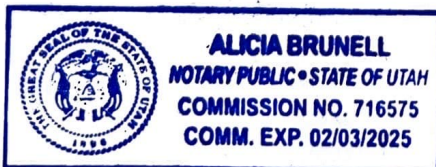


Exhibit A

A part of Lots 21 and 22, in the Southwest Quarter of Section 16, Township 6 North, Range 2 West, Salt Lake Base and Meridian, Local Survey, described as follows:

Beginning at a point on the South line of said Lot 22, said point is 1396.69 feet South $89^{\circ}15'33''$ East along the Section line, 311.26 feet North $00^{\circ}44'27''$ East to the Southwest corner of said Lot 21, and 197.09 feet North $88^{\circ}14'56''$ East from the Southwest corner of said Section 16; and running thence North $01^{\circ}52'41''$ West 311.31 feet to the North line of said Lot 21 as being evidenced by a fence line, being the point of terminus.

Exhibit B

A part of Lot 21, in the Southwest Quarter of Section 16, Township 6 North, Range 2 West, Salt Lake Base and Meridian, Local Survey, described as follows:

Beginning at the Southwest corner of said Lot 21, said point is 1396.69 feet South $89^{\circ}15'33''$ East along the Section line and 311.26 feet North $00^{\circ}44'27''$ East from the Southwest corner of said Section 16; and running thence North $03^{\circ}23'56''$ East 316.99 feet to the Northwest corner of said Lot 21 as being evidenced by the extension of a fence line to the East; thence along the North line of said Lot 21 and fence line North $89^{\circ}44'56''$ East 168.00 feet; thence South $01^{\circ}52'41''$ East 311.31 feet; thence South $88^{\circ}14'56''$ West 197.09 feet to the point of beginning.

Subject to County Road right-of-way over the South and West sides thereof.

Exhibit C

A part of Lots 21 and 22, in the Southwest Quarter of Section 16, Township 6 North, Range 2 West, Salt Lake Base and Meridian, Local Survey, described as follows:

Beginning at a point on the South line of said Lot 22, said point is 1396.69 feet South 89°15'33" East along the Section line, 311.26 feet North 00°44'27" East to the Southwest corner of said Lot 21, and 197.09 feet North 88°14'56" East from the Southwest corner of said Section 16; and running thence North 01°52'41" West 311.31 feet to the North line of said Lot 21 as being evidenced by a fence line; thence along the North line of said Lots 21 and 22 and fence line North 89°44'56" West 336.18 feet; thence South 03°23'56" West 303.74 feet; thence South 88°14'56" West 308.11 feet to the point of beginning.

Subject to County Road right-of-way over the South side thereof.