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Recorded at request of SECURITY TITLE COMPANY Order No. 56480 Fee Paid 2.00
Date DEC 14 1973 of 223 MARGUERITE S. BOURNE Recorder Davis County
By Grace Denwood Deputy Book 529 Page 972
BOUNDARY LINE AGREEMENT 7207-27-18

This Agreement, made and executed this 14 day of December, A.D. 1973, by and between WARREN J. HUGHES and EMMA LOUISE HUGHES, his wife, as joint tenants, hereinafter known as parties of the 1st part, and V. S. HARRISON AND ASSOCIATES, a Partnership, hereinafter known as party of the 2nd part.

WHEREAS, the parties hereto are the owners and possessors of adjoining tracts of land in Centerville, Davis County, Utah, which tracts are now, and have been for a period in excess of 20 years, separated by an established fence line, which has been recognized by the parties hereto, and their predecessors in interest, as being the common boundary separating the ownership of the parties, and

WHEREAS, a survey has been made by Great Basin Engineering on November 26, 1973, which discloses the fact that the recognized fence line does not coincide with the recorded lines as they appear in the office of the Davis County Recorder, and it is the desire and intent of the parties hereto that by this instrument each of the parties officially and legally recognize the said fence as a common boundary, and recognize and acknowledge the right and claim of the parties in possession on each side of said fence, and

NOW, THEREFORE, for and in consideration of the premises, and of the mutual benefits of the parties hereto, it is hereby agreed by and between the parties hereto, for themselves, their heirs, executors, successors, and assigns, as follows:

That the said fence shall, and hereby does, constitute the boundary between the ownership of the parties of the first and 2nd parts, and to that end the said parties of the 1st part do hereby release and relinquish unto the said party of the 2nd part all of their rights, claim, and interest in and to the property lying South of said fence line, and contiguous thereto, and the said party of the 2nd part does hereby release and relinquish unto the said parties of the 1st part all of their rights, claim, and interest in and to the property lying North of, and contiguous to, said fence line, which said fence line is situated, according to the aforesaid survey, as follows:

Beginning on the West line of a platted street (The East line of Block 1, Big Creek Plat, Centerville Townsite Survey) at a point South 66.0 feet and West 911.19 feet and South 0°03'30" West 1733.77 feet and South 89°51'40" West 33.0 feet from the North Quarter corner of Section 7, Township 2 North, Range 1 East, Salt Lake Meridian, and running thence North 89°38'30" West 1201.04 feet along a fence to the Easterly line of a Highway frontage road.

Nothing contained herein shall be construed as giving or granting the right to alter, change, or relocate said fence line, nor shall this instrument in any manner be construed as a relinquishment of any rights of either of said parties of any property now in the possession of either, or both, of said parties.

Warren J. Hughes
WARREN J. HUGHES
Emma Louise Hughes
EMMA LOUISE HUGHES

V. S. HARRISON AND ASSOCIATES, a Partnership
BY: Vestil S. Harrison
PARTNER

STATE OF UTAH 0
S.S.
COUNTY OF DAVIS 0

On the 14 day of December, A.D. 1973, personally appeared before me VESTIL S. HARRISON, personally known to me to be a Partner in V. S. Harrison and Associates, a Partnership, who duly acknowledged to me that he signed the within instrument as a Partner therein, and that said Partnership executed the same.



Kenyon R. Gurr
NOTARY PUBLIC
My Com. Expires: April 4, 1974

- Platted Abstracted
- On Margin Indexed
- Compared Entered

127