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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
02/11/2016 11:40 AM
FEE \$22.00 Pgs: 6
DEP RT REC'D FOR ARMSTRONG LAW OFF
ICES PC

When recorded, please return to:
Armstrong Law Offices, P.C.
Attn: Matthew V. Hess, Esq.
257 East 200 South, Suite 410
Salt Lake City, Utah 84111

08-052-0058
08-052-0219
08-052-0013 pt

BOUNDARY LINE AGREEMENT

This BOUNDARY LINE AGREEMENT (this "Agreement") is made by and between Glen H. Lambson and Joyce H. Lambson, Trustees of the Lambson Family Trust u/a/d March 1, 1991 ("**Lambson**"), and Rodney L. Hess and Patricia N. Hess ("**Hess**").

- A. Lambson is owner of that certain parcel of real property in Farmington City, Davis County, State of Utah, more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "**Lambson Parcel**"). Lambson's address is 961 North Main Street, Farmington, Utah 84025.
- B. Hess is owner of an adjacent parcel of real property in Farmington City, Davis County, State of Utah, more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "**Hess Parcel**"). The Hess's address is 977 North Main Street, Farmington, Utah 84025.
- C. The Lambson Parcel's north boundary is adjacent to and shares a common boundary with the Hess Parcel.
- D. An overlap exists between the north described boundary of the Lambson Parcel and the adjacent south described boundary of the Hess Parcel.
- E. Lambson and Hess desire to adjust the property lines of their respective parcels in order to resolve the boundary line discrepancy, as further set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and conveyances contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Adjustment to Boundary Line to Revolve Overlap. Lambson and Hess agree that the description of the Hess Parcel shall remain unchanged, and the common boundary line between the Hess Parcel and the Lambson Parcel shall be the South described boundary of the Hess Parcel.

From and after the date of this Agreement, the revised description of the Lambson Parcel shall be as more particularly described on Exhibit C (the "**Revised Lambson Parcel**"). The description of the Revised Lambson Parcel reflects a contiguous boundary line between it and

the Hess Parcel, and therefore resolves the overlap and all other boundary discrepancies. Such revised description of the Lambson Parcel conforms to the surveyed description shown in that certain Record of Survey Map (drawing number 835—Pioneer Legacy II—Boundary Adjustments.dwg), dated July 28, 2015, prepared by Richardson Surveying, Inc., on file and of record in the Office of the Davis County Surveyor.

2. Conveyance of Property to Close Gap. As provided in Utah Code section 57-1-45, this Agreement acts as a quitclaim deed of each party’s right, title, interest, and estate in property outside the agreed-upon boundary line. Specifically, Hess hereby quitclaims and relinquishes to Lambson all right, title and interest in and to the Revised Lambson Parcel, and Lambson hereby quitclaims and relinquishes to Hess all right, title and interest in and to the Hess Parcel.

3. Waiver. The parties hereby waive any claim that any fence or other land improvement constitutes the legal boundaries between the Lambson Parcel and the Hess Parcel, respectively, including any claim under the “boundary by acquiescence” doctrine.

4. Compliance with Law. Pursuant to Utah Code § 10-9a-103(36), the adjustment of the boundary lines effected hereunder does not constitute a subdivision of real property.

5. Incorporation of Exhibits. Each of the exhibits attached hereto are hereby incorporated herein by this reference.

6. Miscellaneous. This Agreement contains all of the terms, covenants, conditions, and agreements between the parties hereto with respect to the subject matters treated herein. This Agreement may not be amended or supplemented except through a writing executed by all affected parties and duly recorded. This Agreement concerns real property located in the State of Utah and shall be governed by and construed in accordance with the laws of the State of Utah. The terms, covenants and conditions herein contained shall be binding upon and inure to the benefit of the heirs, successors-in-title, grantees and assigns of the parties. The rights and obligations provided under this Agreement shall continue indefinitely and shall run with the land.

IN WITNESS WHEREOF the parties have executed this Boundary Line Agreement on the dates indicated below, to be effective as of the date last signed.

LAMBSON:

Lambson Family Trust u/a/d 3/1/91

1-18-2016
Date

Glen H. Lambson
Glen H. Lambson, Trustee

1-18-2016
Date

Joyce H. Lambson
Joyce H. Lambson, Trustee

HESS:

2-2-16
Date

Rodney L. Hess
Rodney L. Hess

2-2-16
Date

Patricia N. Hess
Patricia N. Hess

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 18th day of January, 2016, by Glen H. Lambson and Joyce H. Lambson, in their capacities as trustees of the Lambson Family Trust u/a/d 3/1/91.



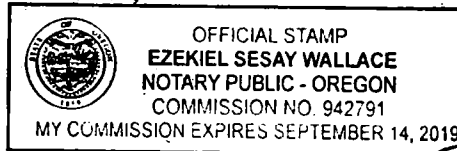
Matthew V. Hess
Notary Public

STATE OF OREGON)
: ss.
COUNTY OF UNION)

The foregoing instrument was acknowledged before me this 02 day of ~~January~~ ^{February}, 2016, by Rodney L. Hess.

Ezekiel Sesay Wallace
Notary Public

STATE OF Oregon)
: ss.
COUNTY OF Union)



The foregoing instrument was acknowledged before me this 02 day of ~~January~~ ^{Feb.}, 2016, by Patricia N. Hess.

Ezekiel Sesay Wallace
Notary Public

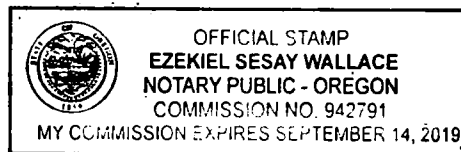


Exhibit A
to
Boundary Line Agreement

(Legal Description of the Lambson Parcel)

Real property situated in Davis County, Utah, more particularly described as follows:

Beginning at a point East 977.11 feet and 666.01 feet North and South 07°39' East 16.66 feet from the Southeast Corner of the Northwest Quarter of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 88°59'55" East 215.30 feet to a Highway; thence along said Highway South 22°45' East 33.71 feet and South 32°30' East 118.52 feet, more or less, to the Southeast Corner of Grantors' land; thence along the South line of Grantors' land South 74°56'37" West 140.0 feet; thence South 83°07'13" West 136.16 feet; thence North 07°39' West 184.19 feet to the point of beginning.

ALSO, Beginning on the North line of Grantors' land at a point East 977.11 feet and North 666.01 feet from the Southeast Corner of said Northwest Quarter, and running thence along said North line North 88°59'55" East 210.59 feet, more or less, to the West right-of-way line of Highway 106; thence South 22°45' East 17.90 feet to the Northeast Corner of the above premises; thence along the North line of said above premises South 88°59'55" West 215.30 feet; thence North 07°39' West 16.65 feet to the point of beginning.

- APN: 08-052-0058

Exhibit B
to
Boundary Line Agreement

(Legal Description of the Hess Parcel)

Real property situated in Davis County, Utah, more particularly described as follows:

Beginning at a point North 89°06'42" East 921.915 feet along the south line of the Northeast Quarter of Section 13 and North 643.272 feet from the Center of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian and running thence North 21°14'44" West 86.036 feet along an old fence; thence North 77°23'51" East 251.697 feet to the westerly right-of-way line of Utah State Road No. 106, a sixty-six foot wide road; thence South 22°12'15" East 95.338 feet along said right-of-way line; thence Southeasterly 44.728 feet along said right-of-way, a 1,465.69 foot radius curve to the left (delta equals 01°44'55", and long chord bears South 23°04'42" East 44.727 feet); thence South 88°47'02" West 268.078 feet along an old fence to the point of beginning.

Containing 28,162 square feet or 0.64651 acre, more or less.

Subject to conditions, restrictions, easements and rights-of-way of record and use.

APN: 08-052-0219

Exhibit C
to
Boundary Line Agreement

(the Revised Lambson Parcel)

Real property situated in Davis County, Utah, more particularly described as follows:

Beginning at a point South 89°52'45" West 696.296 feet along the Quarter Section line and North 461.823 feet and East 1698.383 feet from the Center of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian and running thence North 07°08'30" West 199.958 feet along an old fence also being a boundary agreement line; thence North 88°46'58" East 212.627 feet along an old fence (also being the southerly line of the Rodney L. Hess property recorded on Correction Deed recorded 09/27/2007 as Entry No. 2309314, Book 4376 Page 888-889 (equals the back bearing of said Hess deed course: South 88 degrees 47'02" West rotated to the basis of bearing of this as-surveyed description)) to the westerly right-of-way line of State Road No. 106; thence Southeasterly 180.930 feet along a non-tangent 1465.690 foot radius curve to the left of said right-of-way line (delta = 07°04'22" and chord bears South 27°29'20" East 180.815 feet); thence along an old fence also being a boundary agreement line for the following two courses: South 80°21'00" West 183.765 feet and South 82°35'00" West 90.774 feet to the point of beginning.

Containing 44,656 square feet or 1.02516 acres, more or less.

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