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RASHELLE HOBBS
Recorder, Salt Lake County, UT
AMERICAN SECURE TITLE SL
BY: eCASH, DEPUTY - EF 3 P.

## **BOUNDARY LINE AGREEMENT**

THIS AGREEMENT, made and executed this 215th day of May, 2021, between JAMES K. DAVIS and SHELLY L. DAVIS, hereinafter known as "DAVIS" and STEVE W. WILLIAMS and SHEILA L. WILLIAMS, hereinafter known as "WILLIAMS".

WITNESSETH, THAT WHEREAS, DAVIS and WILLIAMS are the parties hereto and are the owners and possessors of adjacent parcels of land situated in SALT LAKE County, Utah, which tracts of land are separated by an existing fence line and is recognized by the parties hereto as being the boundary between their properties, which designated lines evidence the possessory line of the said parties, but which may not be the record boundary line of each of the parties nor the same boundary lines as set forth in the deed to each of the parties hereto; and

WHEREAS, it is the desire of the parties hereto that the said line be recognized by each of the parties hereto as being the record title lines of each of said parties, and that the record titles as recorded in the office of the SALT LAKE County Recorder be amended and corrected by the execution and recordation of this instrument to accurately reflect the said lines and to make the said record title the same as the possessory lines of the parties hereto, and it is to that end that this document is executed; and

WHEREAS, the parties agree that at the time of this agreement no professional survey has been performed to fix the exact location of the fence line and the description contained herein is derived using the tools and information at hand. Should the land be surveyed at a future time and the exact location can be ascertained, the current placement of the fence line shall be the prevailing line between the parties over and above the line herein described. The parties also agree to execute any necessary documents to more correctly establish the location of the fence line as the boundary between the parties as it may be shown on said future survey.

WHEREAS, the line separating the ownership and possession of DAVIS and WILLIAMS be described as being the following described line:

The Fence Line dividing Lots 1418 and 1419, GLENMOOR COUNTRY ESTATES NO. 2, Plat "O", according to the official plat thereof on file and of record in the SALT LAKE County Recorder's Office.

TAX SERIAL NO.'s 27-07-402-002-0000 & 27-07-402-003-0000

NOW THEREFORE, for and in consideration of the premises and of the mutual benefit of the parties hereto, and in further consideration of the payment of \$20.00 by each of the parties hereto paid to the other parties, the receipt of which is hereby acknowledged, it is hereby agreed by and between the parties hereto as follows:

(Continued)

- 1. WILLIAMS does hereby release, relinquish, and quit claim unto DAVIS all of WILLIAMS right, title, claim and interest in and to the property lying South Easterly of and contiguous to the fence line, as it currently stands at the time of this Agreement, which divides Lots 1418 and 1419, GLENMOOR COUNTRY ESTATES NO. 2, Plat "O" and does hereby acknowledge that the described line shall be hereafter the record boundary line between the properties of the said DAVIS and WILLIAMS, and
- 2. DAVIS does hereby release, relinquish, and quit claim unto WILLIAMS all of DAVIS right, title, claim and interest in and to the property lying North Westerly of and contiguous to the fence line, as it currently stands at the time of this Agreement, which divides Lots 1418 and 1419, GLENMOOR COUNTRY ESTATES NO. 2, Plat "O" and does hereby acknowledge that the described line shall be hereafter the record boundary line between the properties of the said DAVIS and WILLIAMS, and

As an integral part of this agreement, it is fully understood and agreed by and between the parties hereto, as follows:

- A. That, with respect to replacement of any existing fence line, landscaping, man made or natural boundary, nothing contained herein shall be construed as giving or granting the right at any time to alter, change, or relocate any such dividing lines referred to herein, and in the event of any mistake or error in the described line on which this agreement is based or in the replacement of any such separating feature, the lines referred to herein as established by mutual agreement shall be and will remain the controlling factor in determining the ownership and rights of all the parties hereto.
- B. Nothing contained herein shall be construed as giving or granting any easements of rights of way for utilities, water or sewer lines, or access rights over or across any of the properties of the parties hereto which have not been legally granted by prior instruments of record.
- C. The terms and conditions of this agreement shall be and hereby are made binding on the heirs, administrators, executors, personal representative, successors and/or assigns of the parties hereto.
- D. Failure of any party to this agreement as named herein to execute this instrument shall and will nullify this instrument as to all parties hereto.
- E. In the event it becomes necessary, each of all of the parties hereto agree to cooperate, one with the other, to amend or alter any existing contract, Trust Deeds, or other instruments which may be needed or executed to clear the title to the adjacent and new boundaries as the same may be established by this document.

(Continued)

IN WITNESS WHEREOF we have hereunto executed this instrument voluntarily and on our own volition this date and year first hereinabove written.

JAMES K. DAVIS

SHELLY L DAVIS

STEVE W. WILLIAMS

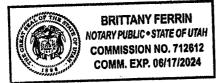
Shala L. WILLIAMS

SHEILA L. WILLIAWS

STATE OF UTAH }

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COUNTY OF SALT LAKE }

On the day of May, 2021, personally appeared before me JAMES K. DAVIS and SHELLY L. DAVIS, the signers of the foregoing instrument who duly acknowledged to me that they executed the same.



Notary Public

Residing at: Soulf Lake, Utout

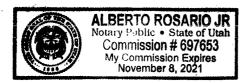
My commission expires: 06/17/2024

STATE OF UTAH }

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COUNTY OF SALT LAKE }

On the 17 day of May, 2021, personally appeared before me STEVE W. WILLIAMS and SHEILA L. WILLIAMS, the signers of the foregoing instrument who duly acknowledged to me that they executed the same.



Notary Public

Residing at WEEE CONTROL My commission expires: 11 of San

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