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BK 940 PG 312

Recorded at request of SECURITY TITLE COMPANY Order No. 79145 Fee Paid 10⁰⁰
Date APR 28 1983 at 11: M CAROL DEAN PAGE Recorder Davis County
By Shauna Martin Deputy Book 940 Page 312
BOUNDARY LINE AGREEMENT

NE 36-5N-3W

638849

THIS AGREEMENT, made and executed this 25th day of April, A.D. 1983, by and between LLOYD J. SINGLETON and MARJORIE M. SINGLETON, husband and wife, joint owners of the entirety, with full rights of survivorship and not as tenants in common, herein known as First Party; and EUGENE ANDERSON and BETH ANDERSON, husband and wife, as tenants in common, herein known as 2nd Party; and HOWARD F. STODDARD and JENNIE W. STODDARD, his wife, as joint tenants with full rights of survivorship, herein known as 3rd Party; and ISORA K. STODDARD, herein known as 4th Party.

14-116-1000, page 3, 2005 - 0012

WITNESSETH, THAT WHEREAS the parties hereto are the owners and possessors of adjacent tracts of land situated in the Northeast Quarter of Section 36, Township 5 North, Range 3 West, Salt Lake Meridian, in Davis County, State of Utah, and as such owners have caused Max B. Elliott, a duly licensed and registered Land Surveyor in the State of Utah, to survey the fence lines evidencing the possession and possessory lines of each of the parties hereto,

AND, WHEREAS, such survey discloses the fact that the said fence lines evidencing the possession of each of said parties do not in any case, or on any ownership of the parties hereto, agree nor coincide with the deed lines to each party as they appear of record in the office of the County Recorder of Davis County, Utah, and such survey indicates that the said fence lines evidencing the possessory lines of the parties hereto are more particularly set forth and described as follows:

The North fence line of First Party, hereinafter known as 1st line, as described on said survey is situated and located as follows: Beginning on the North line of an existing road which is South 0°04'17" West 45.38 feet along the Section line from the Northeast corner of Section 36, Township 5 North, Range 3 West, Salt Lake Meridian, running thence South 89°56'30" West 1297.1 feet along the old existing fence line to the old fence corner post.

The South fence line of First Party, being the North fence line of 2nd Party, hereinafter known as 2nd line, as described on said survey is situated and located as follows: Beginning in an old fence line which is South 0°04'17" West 757.88 feet along the Section line from the Northeast corner of Section 36, Township 5 North, Range 3 West, Salt Lake Meridian, and running thence North 89°48' West 1290.35 feet along the old existing fence line to the old fence corner post.

The South fence line of 2nd Party, being the North fence line of 3rd Party, hereinafter known as 3rd line, as described on said survey is situated and located as follows: Beginning in an old fence line which is South 0°04'17" West 1408.5 feet along the Section line from the Northeast corner of Section 36, Township 5 North, Range 3 West, Salt Lake Meridian, and running thence North 89°40'30" West 1007.5 feet along the existing fence; thence South 87°08' West 280.0 feet along said existing fence line to the old fence corner post.

The South fence line of 3rd Party, being the North fence line of 4th Party, hereinafter known as 4th line, as described on said survey is situated and located as follows: Beginning in an old fence line which is South 0°04'17" West 2038.0 feet along the Section line from the Northeast corner of Section 36, Township 5 North, Range 3 West, Salt Lake Meridian, and running thence North 89°36' West 863.8 feet along the old existing fence; thence North 89°56'10" West 420.0 feet along said old fence line to the old fence corner post.

The South fence line of 4th Party, hereinafter known as 5th line, as described on said survey is situated and located as follows: Beginning in a fence line which is South 0°04'17" West 2550.0 feet along the Section line from the Northeast corner of Section 36, Township 5 North, Range 3 West, Salt Lake Meridian, and running thence North 89°43'10" West 552.0 feet along the fence line; thence North 17.0 feet; thence South 88°50'30" West 333.16 feet along the old fence to the old fence corner post.

AND, WHEREAS, it is the desire and intent of each of the parties hereto that each of them do have and hold record title to the property which is in the possession of each of said parties, and that the records in the office of the Davis County Recorder be corrected to accurately reflect the title and possession of each of the parties hereto, which correction shall be made by this instrument,

NOW, THEREFORE, for and in consideration of the premises, and of the mutual benefit to each of the parties hereto, and in further consideration of the payment of the sum of \$10.00 by each party to the other, the receipt of which is hereby acknowledged,

1. That the party of the first part does by this instrument release, relinquish, and Quit Claim to the owners adjacent to the North of first line, as their interests may appear of record in the office of the Davis County Recorder, all of their rights, title, claim, and interest in and to the property lying North of and contiguous to 1st line.
2. That the party of the 2nd part does by this instrument release, relinquish, and Quit Claim to First Party, all of their right, title, claim, and interest in and to the property lying North of 2nd Line, and contiguous thereto.
3. That 3rd Party does by this instrument release, relinquish, and Quit Claim to 2nd Party all of their right, title, claim, and interest in and to the property lying North of and contiguous to 3rd Line.
4. That 4th Party does by this instrument release, relinquish, and Quit Claim to 3rd Party all of their right, title, claim, and interest in and to the property lying North of and contiguous to 4th Line.
5. That 4th Party does give notice by this instrument that 4th Party does claim title by adverse possession and the prescriptive right in and to that property lying North of and contiguous to 5th Line.
6. That nothing contained herein shall at any time be construed as giving or granting the right to any party hereto to move or relocate any of the fences which are described in said survey, without the express written consent of the party adjacent to any such fence, nor shall anything be construed herein as a release or relinquishment by any of the parties hereto of any ditch or drains rights which may currently cross any, or all, of said property and which may be used by any of the parties hereto, which ditch extends South along the East line of First Parties property, West along the South line of a portion of First Parties property, South into 2nd Parties property and East through 2nd Parties property to the East line thereof, and South along the East line of the remainder of 2nd Parties property and continuing along the East line of the property of 3rd and 4th Parties property to the 5th Line as set forth in said survey.
7. Nothing contained in this instrument shall be construed as a release or relinquishment of any possessory rights of the parties hereto, that is, of any property which is now in the possession of said parties, and each of them, and in the event of any error in said survey, or otherwise, the said fence lines shall be and remain the controlling aspect and line dividing the ownership lines of the parties hereto.
8. The terms and conditions herein contained shall be, and hereby are, binding on the heirs, administrators, executors, personal representatives, and assigns of the parties hereto.

WITNESS our hands the day and year first above written.

Lloyd J. Singleton
LLOYD J. SINGLETON

Eugene Anderson
EUGENE ANDERSON

Marjorie M. Singleton
MARJORIE M. SINGLETON
FIRST PARTY

Beth Anderson
BETH ANDERSON
2ND PARTY

Howard F. Stoddard
HOWARD F. STODDARD

Isora K. Stoddard
ISORA K. STODDARD
4TH PARTY

Jennie W. Stoddard
JENNIE W. STODDARD
3RD PARTY

STATE OF UTAH |
 SS.
COUNTY OF DAVIS |

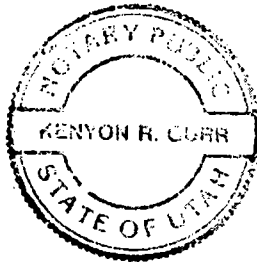
On the 25 day of April, A.D. 1983, personally appeared before me LLOYD J. SINGLETON and MARJORIE M. SINGLETON, his wife, two of the signers of the within instrument who duly acknowledged to me that they executed the same.



Kenyon S. Gubb
NOTARY PUBLIC
Residing at: Bountiful, Utah

STATE OF UTAH 0
SS.
COUNTY OF DAVIS 0

On the 25th day of April, A.D. 1983, personally appeared before me EUGENE ANDERSON and BETH ANDERSON, his wife, two of the signers of the within instrument, who duly acknowledged to me that they executed the same.



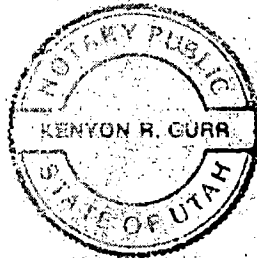
Kenyon R. Gurr
NOTARY PUBLIC

Residing at: Bountiful, Utah

My Com. Expires: April 4, 1986

STATE OF UTAH 0
SS.
COUNTY OF DAVIS 0

On the 25th day of April, A.D. 1983, personally appeared before me HOWARD F. STODDARD and JENNIE W. STODDARD, his wife, two of the signers of the within instrument, who duly acknowledged to me that they executed the same.



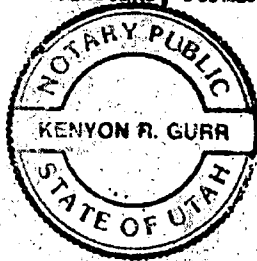
Kenyon R. Gurr
NOTARY PUBLIC

Residing at: Bountiful, Utah

My Com. Expires: April 4, 1986

STATE OF UTAH 0
SS.
COUNTY OF DAVIS 0

On the 28th day of April, A.D. 1983, personally appeared before me ISORA K. STODDARD, ** one of the signers of the within instrument, who duly acknowledged to me that she executed the same. ** OLMSTEAD, formerly known as ISORA K. STODDARD.



Kenyon R. Gurr
NOTARY PUBLIC

Residing at: Bountiful, Utah

My Com. Expires: April 4, 1986