



"W3073449"

BOUNDARY LINE AGREEMENT

Tax Serial Nos. 21-032-0002, 21-034-0003, 21-034-0034 CM DS

EA 3073449 PG 1 OF 5
LEANN H KILTS, WEBER COUNTY RECORDER
03-AUG-20 348 PM FEE \$40.00 DEP DC
REC FOR: ROGER BUHRLEY

DS This Boundary Line Agreement (the "Agreement") is made this 1st day of August, 2020, by and between BUHRLEY SOUTH FORK RANCH L.L.C. a Utah Limited Liability Company (Party of the First Part); of Huntsville, Utah, and FROERER APPRAISAL AND INVESTMENT COMPANY, (Party of the Second Part) of Huntsville, 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 properties No. 21-034-0034 and 21-032-0002 of which are more particularly described in the Quit Claim Deed Entry Number 1489935 recorded on August 27, 1997 in the Weber County Recorder's office.

Party of the Second Part is owner of certain real property No. 21-034-0003 which is more particularly described in the Quit Claim Deed Entry Number 1247277 recorded on September 17, 1993 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 6575.

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:

EH 3073449 PG 2 OF 5

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. 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.
3. 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.
4. 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.
5. All easements of use or record now in existence on the Parties properties shall remain in force and effect as originally used or granted.
6. 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.
7. 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.

A part of the Northwest Quarter of Section 20, Township 6 North, Range 2 East, Salt Lake Base and Meridian, having a Basis of Bearing of North 17°04'38" East between two Weber County Reference Monuments for the Northwest Corner of Said Section 20, being described as: Beginning at a point on the common line of parcel 21-034-0003, as described in that Quit Claim Deed Entry No. 1247277 of Weber County Records and parcel 21-032-0002, as described in that Quit Claim Deed Entry No. 1489935 of Weber County Records, being the approximate center line of the South Fork of the Ogden River as currently located, which point is 2642.29 feet South 0°02'41" West along the calculated historical Section line according to the County Tie Sheet A-9-#5 dated Sept 1964, to the Quarter Corner referenced in said Tie Sheet (using County Tie Sheets Mon#6N2E19NERM3, Mon#6N2E19NERM4, Page No 15-53 and observed evidence for the Northwest and Southwest corners of said Section 20), and 1852.88 feet South 89°15'35" East more or less from the Northwest corner of said Quarter Section; and running thence along said center line of River the following fifteen (15) courses as follows: (1) South 35°42'05" West 23.88 feet, (2) North 62°17'54" West 70.24 feet, (3) North 1°52'45" East 68.58 feet, (4) North 14°48'07" East 249.42 feet, (5) North 51°11'09" West 146.84 feet, (6) North 42°50'19" West 107.63 feet, (7) North 22°11'02" West 63.40 feet, (8) North 83°22'57" East 68.86 feet, (9) North 14°26'14" West 43.05 feet, (10) North 63°07'36" West 86.30 feet, (11) South 89°15'15" West 81.30 feet, (12) South 25°29'21" West 80.16 feet, (13) South 59°07'16" West 32.80 feet, (14) North 61°28'05" West 135.17 feet and (15) North 34°58'59" West 47.70 feet; thence along a line running North 1°16'37" West 15.83 feet more or less to the Southeast corner of Lot 5 Cottonwood River's Subdivision and point of terminus.