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BK 7398 PG 2625

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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
11/27/2019 3:16:00 PM  
FEE \$248.00 Pgs: 10  
DEP eCASH REC'D FOR COTTONWOOD TITLE INS

WHEN RECORDED MAIL TO:

York Howell and Guymon  
Attn Daniel C. Dansie  
10610 S Jordan Gateway, Ste 200  
South Jordan, UT 84095

File No.: 114997-CAF

## **Agreement and Release (Fence Line)**

In Reference to Tax ID Number(s):

15-019-101 through 15-019-0138 and

15-020-201 through 15-020-0246, and

12-103-0097

**When Recorded Return To:**

York Howell & Guymon  
Attn: Daniel C. Dansie  
10610 South Jordan Gateway, Suite 200  
South Jordan, Utah 84095  
**114997-CAF**  
Parcel Numbers: See Exhibit B.

**AGREEMENT AND RELEASE**  
**(FENCE LINE)**

This *Agreement and Release (Fence Line)* ("**Agreement**") is made by and between **CW The Fields, LLC**, a Utah limited liability company ("**CW**"), and **The Church of Jesus Christ of Latter-day Saints**, a Utah corporation sole ("**CHC**"), f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-Day Saints.

**RECITALS**

A. CW is the owner of certain platted lots ("**Lots**") as shown on that certain plat titled "**The Fields Subdivision Phase 2**" and recorded in Davis County on October 10, 2019 as Entry No. 3194803 ("**Plat**"). A copy of the Plat is attached hereto as **Exhibit A**. The Lots are more particularly identified on **Exhibit B**.

B. CHC is the owner of undeveloped and un-platted real property to the west of the Lots ("**CHC Parcel**"), as more particularly identified on **Exhibit C**.

C. Notwithstanding the recorded boundary lines between the Lots and the CHC Parcel, a fence ("**Fence**") currently exists between the CHC Parcel and the Lots, however, the Fence is not intended to, and does not, represent the boundary line between the parties' parcels.

D. CHC is willing to consent to the relocation of the Fence to the surveyed boundary line between the Lots and the CHC Parcel, and waive any claim to fee simple ownership of the real property comprising the Lots, subject to the following.

**AGREEMENT**

For valuable consideration received, the parties now hereby agree as follows:

1. **Recitals Incorporated.** The foregoing recitals are hereby incorporated and made a part of the parties' agreement.

2. **Consent to Removal of Fence.** CHC hereby consents to the relocation of the Fence from the Lots to the surveyed boundary line between Lots and the CHC Parcel. Within \_\_\_\_\_ ( ) days from removal of the Fence, CW (at CW's sole cost and expense) will replace the Fence with similar material, make, and quality, along the surveyed boundary between the property shown on the Plat and the CHC Parcel. If required or convenient in connection with future development of the Lots, CW or its successors may hereafter replace the Fence with neighborhood fencing (at no cost to CHC), so long as such fencing is consistent with applicable municipal regulations.

3. **Waiver of Fee Simple Ownership Claims.** Subject to Section 4 below, CHC hereby waives any right, title, or interest in, or to, the real property comprising or consisting of the Lots. When recorded, this

Agreement shall act as a quitclaim deed under Utah Code § 57-1-13, **but only with respect to the real property shown on the Plat. CW acknowledges and agrees that the Lots are, and will continue to be, subject to current taxes and assessments and to the reservations, easements, covenants, conditions, restrictions, and other rights, interests and encumbrances of record.**

4. Reservation of Rights. CHC does not intend by this deed to transfer any water rights or rights to the use of water and it is CHC's intent that this Agreement, or any conveyance described herein, shall not transfer any water rights or rights to the use of water by implication.

5. Condition of the Lots. CW accepts the Lots and all aspects thereof in its "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects.

6. Governmental Approvals. CW, at CW's sole cost and expense, shall obtain any governmental or municipal approval that may be required or necessary to effectuate the intent of this Agreement. CW, at no cost to CW, shall reasonably cooperate to obtain such approval, including signing any necessary or required applications or instruments.

7. Further Action. The parties shall execute and deliver all documents, provide all information, take or forbear from all action as may be reasonably necessary or appropriate to achieve the purpose of this Agreement.

8. Run with the Land. The terms of this Agreement, and the consent and waiver set forth herein shall run with the land and shall be binding on, and inure to the benefit of, the parties and their successors in interest.

9. Severability. In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant or other provision herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such condition, covenant or other provision shall be deemed valid to the extent of the scope and breadth permitted by law. Provided, however, that in the event that the invalidity or unenforceability of any provision of this Agreement has a material adverse effect on any of the rights or obligations of any party hereunder, the party suffering such adverse effect shall have the right to terminate this Agreement, without any further liability hereunder, by providing the other party with written notice of termination.

10. Counterparts. The parties agree that this Agreement may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same instrument binding all of the parties hereto, notwithstanding that all of the parties may not have executed the original or the same counterparts. For all purposes, including without limitation, recordation, filing and delivery of this Agreement, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

*(signatures and acknowledgements to follow)*

Dated this 26 day of November, 2019.

**CW THE FIELDS, LLC**

By: *Darlene Carter*  
Darlene Carter, Authorized Agent

On the 26<sup>th</sup> day of November, 2019, personally appeared before me Darlene Carter, who being sworn, acknowledged before me that he is the Manager of CW The Fields, LLC and that he executed the foregoing document for the purposes stated therein.

Notary Public

*Stephanie Heiner*  
My Commission Expires: 02/11/2023  
Commission Number: #704554  
Residing at: Layton, Utah



**THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**

By: \_\_\_\_\_  
Printed name: Ashley Powell  
Title: Authorized Agent

On the \_\_\_ day of \_\_\_\_\_, 2019, personally appeared before me Ashley Powell, who being sworn, acknowledged before me that he is the Authorized Agent of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole and that he executed the foregoing document for the purposes stated therein.

Notary Public

My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_  
Residing at: \_\_\_\_\_

Dated this \_\_\_\_ day of November, 2019.

**CW THE FIELDS, LLC**

By: \_\_\_\_\_  
Darlene Carter, Authorized Agent

On the \_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared before me \_\_\_\_\_, who being sworn, acknowledged before me that he is the \_\_\_\_\_ of CW The Fields, LLC and that he executed the foregoing document for the purposes stated therein.

Notary Public

My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_  
Residing at: \_\_\_\_\_

**THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**

x By: Ashley Powell  
Printed name: Ashley Powell  
Title: Authorized Agent

On the 27<sup>th</sup> day of November, 2019, personally appeared before me Ashley Powell, who being sworn, acknowledged before me that he is the Authorized Agent of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole and that he executed the foregoing document for the purposes stated therein.

Notary Public

Lynette Asay  
My Commission Expires: 02/13/2022  
Commission Number: 1098968  
Residing at: 515 main street Suite 301 Salt Lake City

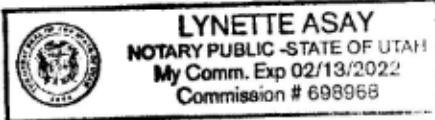
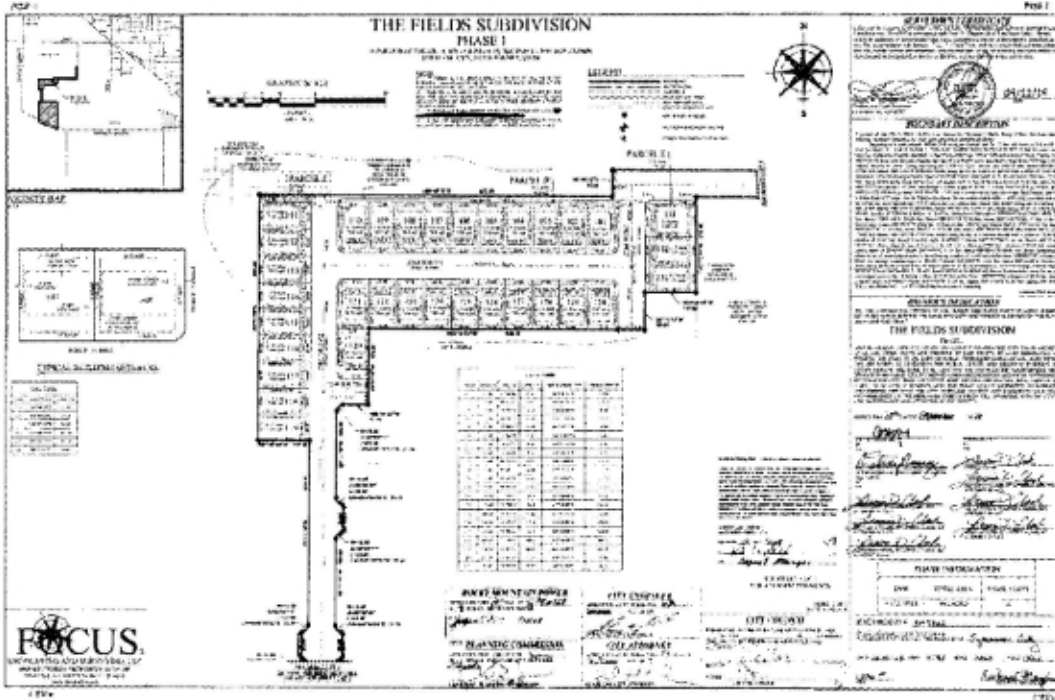
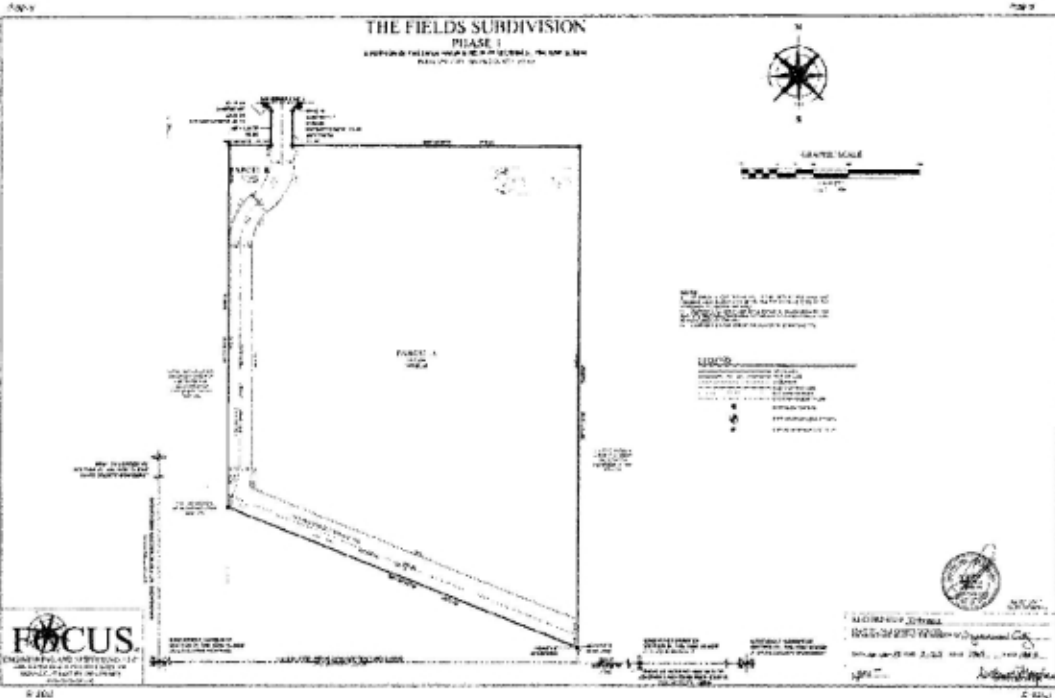


EXHIBIT A  
PLAT

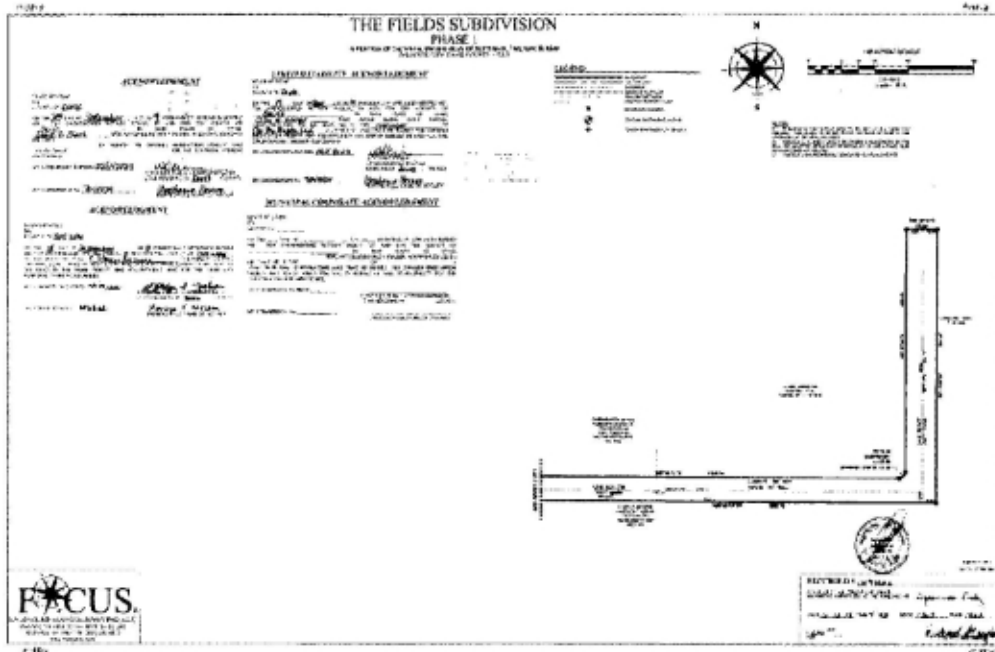
1-28-19



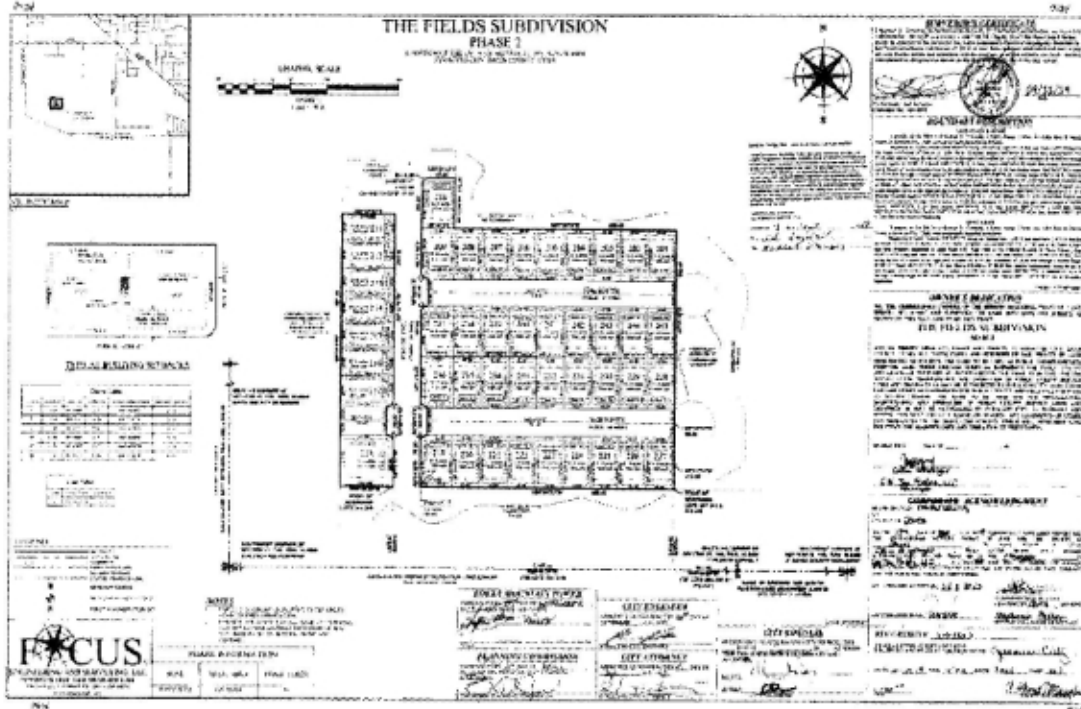
2-28-19



6128-3



6129



**EXHIBIT B**

**LEGAL DESCRIPTION AND PARCEL NUMBERS OF THE LOTS**

Phase 1:

All of Lots 101 thru 133 and Parcels A, B, C, D & E, The Fields Subdivision Phase 1, according to the official plat thereof as recorded as Entry No. 3194802, Book 7365 at Page 1862 as recorded in the Office of the County Recorder of Davis County, Utah.

Tax ID No.: 15-019-0101 thru 15-019-0138 (for reference purposes only)

Phase 2:

All of Lots 201 thru 245 and Parcel F, The Fields Subdivision Phase 2, according to the official plat thereof as recorded at Entry No. 3194803, Book 7365 at Page 1863 as recorded in the Office of the County Recorder of Davis County, Utah.

Tax ID No.: 15-020-0201 thru 15-020-0246 (for reference purposes only)



**EXHIBIT C**

**LEGAL DESCRIPTION OF THE CHC PARCEL**

Tax ID No.: 12-103-0097

ALL OF S 1/2 OF S 1/2 OF NW 1/4 SEC 21-T4N-R2W, SLB&M. ACREAGE IS LESS STR. LESS & EXCEPT THAT AREA IN ANNEXATION TO SYRACUSE CITY RECORDED 03/14/2019 AS E# 3148041 BK 7219 PG 80 DESC AS FOLLOWS: A PORTION OF THE NW 1/4 OF SEC 21-T4N-R2W, SLB&M, MORE PART'LY DESC AS FOLLOWS: BEG AT THE CENTER 1/4 COR OF SEC 21-T4N-R2W, SLB&M; TH N 89°40'06" W ALG THE 1/4 SEC LINE 625.68 FT; TH N 00°11'13" E 160.02 FT; TH S 89°48'47" E 10.00 FT; TH N 00°11'13" E 100.00 FT; TH N 89°40'13" W 10.10 FT; TH N 00°19'47" E 39.75 FT; TH N 00°11'13" E 230.05 FT; TH N 89°48'47" W 18.24 FT; TH N 00°13'13" E 130.00 FT TO THE 1/64TH SEC LINE; TH S 89°40'19" E ALG THE 1/64TH SEC LINE 643.90 FT TO THE 1/4 SEC LINE; TH S 00°11'31" W ALG THE 1/4 SEC LINE 659.83 FT TO THE POB. ALSO, BEG 15.409 CHAINS N FR SW COR SEC 21-T4N-R2W, SLB&M; TH N 24.591 CHAINS TO NW COR SW 1/4 SEC 21; TH E 20 CHAINS; TH S 32.655 CHAINS; TH N 68°08' W 21.645 CHAINS TO POB. ACREAGE IS LESS STR. CONT. 85.36 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)