

08-040-005 )  
08-041-0001



\*W3077653\*

E# 3077653 PG 1 OF 9  
Leann H. Kiltz, WEBER COUNTY RECORDER  
18-Aug-20 0344 PM FEE \$40.00 DEP DA  
REC FOR: MOUNTAIN VIEW TITLE - OGDEN  
ELECTRONICALLY RECORDED

**BOUNDARY LINE AGREEMENT**

THIS BOUNDARY LINE (“Agreement”) is entered into this <sup>18</sup> day of August, 2020 by and between K&L Development, LLC, a Utah limited liability company (“K&L”) and Louis Meyer and Brad Beus, (“Meyer”) hereinafter jointly referred to as the “Parties”.

**RECITALS:**

- A. WHEREAS, “K&L” is the owner of that certain real property located in Weber County, State of Utah, and more particularly described in Exhibit “A”, a copy of which is attached hereto and by this reference incorporated herein.
- B. WHEREAS, “Meyer” is the owner of certain real properties located in Weber County, State of Utah and more particularly described in Exhibit “B”, a copy of which is attached hereto and by this reference incorporated herein.
- C. WHEREAS, pursuant to this Agreement, the Parties desire to clarify and establish the Boundary line between their respective properties described herein which boundary line has been delineated and established by a survey prepared by Trevor Hatch of Reeve & Associates, Inc. as Project Number 6573

NOW, THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by, between and among the Parties, and each of them, that:

- 1. The foregoing recitals are hereby incorporated by reference as though fully set forth herein.
- 2. The Parties, and each of them, hereby acknowledge and agree that their rights of occupancy in their respective properties heretofore enjoyed should continue except as modified herein.
- 3. The Parties, and each of them, hereby acknowledge and agree that the boundary line established by the herein described survey between “K&L” Property and “Meyer” Property is the established Boundary Line between the respective properties, and the legal description establishing the Boundary Line located in Weber County, State of Utah, is more particularly described in Exhibit “C”, a copy of which is attached hereto and by this reference incorporated herein.
- 4. The Parties, and each of them, hereby quit claim, relinquish, convey and transfer, one to the other that portion of their respective properties, and only that portion, necessary to establish the Boundary Line between the “K&L” Property and the “Meyer” Property according to the Boundary Line between the respective properties.
- 5. The said “K&L” does hereby release, relinquish and quit claim to “Meyer” all their right, title, and interest in and to the property lying contiguous to and South of the aforesaid line as established herein.
- 6. The said “Meyer” does hereby release, relinquish, and quit claim to “K&L” all their right, title and interest in and to the property lying contiguous to and North of the aforesaid line as established herein.
- 7. The Parties hereby agree to execute any documentation which may be reasonably necessary to effectuate the intent of the Agreement, including but not limited to specific Quit Claim Deeds regarding their respective grants.
- 8. In any event any party defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney’s fee, incurred by the non-defaulting party or parties.
- 9. This document may be executed in one or more identical counterparts each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same document.
- 10. This boundary line agreement shall be binding upon and inure to the benefit of the successors and assigns of “K&L” and the successors and assigns of “Meyer”.

K&L Development, LLC, a Utah limited liability company

By: [Signature]  
Larry Daley, Manager of K&L Development,  
LLC, a Utah limited liability company

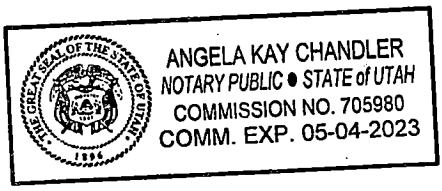
STATE OF UTAH )  
COUNTY OF DAVIS )

On August <sup>14</sup>, 2020 before me, Angela Chandler, a Notary Public, personally appeared Larry Daley who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]



IN WITNESS WHEREOF we have caused this Boundary Line Agreement to be executed this day and year first written above.

*[Handwritten signature]*  
\_\_\_\_\_  
Louis Meyer  
*[Handwritten signature]*  
\_\_\_\_\_  
Brad Beus

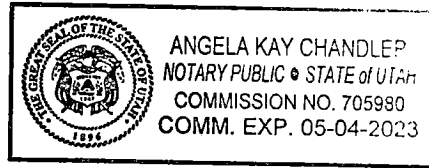
STATE OF UTAH )  
COUNTY OF DAVIS )

On August <sup>18</sup>, 2020 before me, *Angela Kay Chandler*, a Notary Public, personally appeared Louis Meyer who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *[Handwritten signature]*



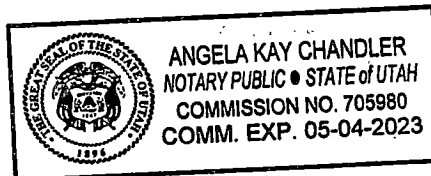
STATE OF UTAH )  
COUNTY OF DAVIS )

On August <sup>18</sup>, 2020 before me, *Angela Kay Chandler*, a Notary Public, personally appeared Brad Beus who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *[Handwritten signature]*



# **EXHIBIT “A”**

PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, FURTHER DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE QUARTER SECTION LINE BETWEEN THE SOUTH QUARTER CORNER AND CENTER QUARTER CORNER, SAID POINT IS 825.72 FEET SOUTH 01D47'10" WEST ALONG THE QUARTER SECTION LINE FROM A BRASS CAP MONUMENT MARKING THE CENTER QUARTER CORNER OF SAID SECTION 6, AND RUNNING THENCE SOUTH 89D24'42" EAST 450.47 FEET; THENCE NORTH 00D18'27" EAST 576.53 FEET; THENCE SOUTH 89D43'07" EAST 426.33 FEET; THENCE SOUTH 00D18'27" WEST 821.49 FEET; THENCE SOUTH 89D44'25" EAST 195.75 FEET; THENCE SOUTH 34D46'14" EAST 73.27 FEET; THENCE SOUTH 00D15'35" WEST 189.30 FEET; THENCE SOUTH 89D27'01" WEST 132.46 FEET; THENCE SOUTH 89D25'46" WEST 347.47 FEET; THENCE NORTH 89D51'10" WEST 149.81 FEET; THENCE NORTH 89D24'01" WEST 203.46 FEET; THENCE NORTH 00D53'10" EAST 249.62 FEET ALONG THE EASTERLY LINE OF THE GREG & SHERRY TULANE SUBDIVISION, AND ITS PROJECTION THEREOF, TO THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTH 89D24'42" WEST 290.69 FEET, MORE OR LESS, ALONG THE NORTHERLY LINE OF SAID SUBDIVISION TO THE QUARTER SECTION LINE OF SAID SECTION 6; THENCE NORTH 01D47'10" EAST 251.81 FEET ALONG SAID QUARTER SECTION LINE TO THE POINT OF BEGINNING. [NOTE: BECAUSE THE DESCRIPTION OF RECORD DID NOT CONTAIN AN AREA FOR THIS PARCEL THE AREA FOR THIS PARCEL WAS CALCULATED BY THE RECORDERS OFFICE FOR TAX PURPOSES.]

# **EXHIBIT “B”**

PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U S SURVEY, DESCRIBED AS FOLLOWS; BEGINNING AT A POINT ON THE SECTION LINE, SAID POINT BEING NORTH 89D38'14" WEST 1714.42 FEET ALONG THE SECTION LINE FROM THE SOUTHEAST CORNER OF SAID SECTION 6, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING, THENCE NORTH 89D38'14" WEST 325.00 FEET ALONG THE SECTION LINE TO THE SOUTHEAST CORNER OF WIDDISON SUBDIVISION, THENCE NORTH 0D21'46" EAST 309.40 FEET ALONG THE EAST LINE TO THE NORTHEAST CORNER OF WIDDISON SUBDIVISION, THENCE NORTH 89D38'14" WEST 144.27 FEET ALONG THE NORTH LINE TO THE NORTHWEST CORNER OF SAID WIDDISON SUBDIVISION, SAID POINT ALSO BEING ON A FENCE LINE ESTABLISHED AS BOUNDARY LINE AGREEMENT LINE (E#1663001), THENCE NORTH 1D47'04" EAST 1010.93 FEET ALONG THE FENCE LINE DESCRIBED AS THE BOUNDARY LINE AGREEMENT LINE, THENCE SOUTH 89D39'49" EAST 565.00 FEET, THENCE SOUTH 7D10'41" WEST 1018.07 FEET, THENCE SOUTH 0D21'46" WEST 309.40 FEET TO THE POINT OF BEGINNING. SUBJECT TO BOUNDARY LINE E# 2960660

# **EXHIBIT “C”**





**BOUNDARY LINE AGREEMENT DESCRIPTION**

A LINE LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN AN EXISTING FENCE LINE, SAID POINT BEING S01°47'10"W 1321.05 FEET AND S88°12'58"E 294.50 FEET FROM THE BRASS CAP MONUMENT MARKING THE CENTER QUARTER CORNER OF SAID SECTION 6; THENCE ALONG SAID FENCE LINE THE FOLLOWING SIX (6) COURSES: (1) S89°24'01"E 203.46 FEET; (2) S89°51'10"E 149.81 FEET; (3) N89°25'46"E 347.47 FEET; (4) N89°27'01"E 253.01 FEET; (5) S89°29'09"E 37.10 FEET; (6) S85°41'45"E 58.61 FEET TO THE POINT OF TERMINUS.

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