3210356 BK 7406 PG 940

BOUNDARY LINE AGREEMEN 12/11/2019 12:03:00 PM

E 3210356 B 7406 P 940-942 RICHARD T. MAUGHAN

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This Agreement, made this O day of DECEMPER, 2019, by and between JENNINGS INVESTMENTS, L.C., a Utah limited liability company, hereinafter referred to as "Jennings", and STEVEN ELDRED LAUDER and CHERYLANN LAUDER, husband and wife, hereinafter collectively referred to as "Lauders".

## RECITALS

1. Jennings is the owner in fee simple of the following described parcel of real property, situated in Davis County, State of Utah, hereinafter referred to as the "Jennings Parcel", and being more particularly described as follows:

> BEGINNING ON THE SOUTH LINE OF A 56.5 FT WIDE STREET AT A POINTT S 89°38'40" W 1323.18 FEET ALONG THE SECTION LINE & SOUTH 663.2 FEET & WEST 724.95 FEET TO THE EASTERLY LINE OF A HIGHWAY & S 9°18'30" E 6.59 FEET FROM THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN; AND RUNNING THENCE S 9°18'30" E 85 FEET ALONG SAID HIGHWAY; THENCE EAST 120 FEET; THENCE N 9°18'30" W 85 FEET PARALLEL TO SAID HIGHWAY TO THE SOUTH LINE OF SAID STREET; THENCE WEST 120 FEET ALONG SAID STREET TO THE POINT OF BEGINNING.

Lauders are the owners in fee simple of the following described parcel of real property, situated in Davis County, State of Utah, hereinafter referred to as the "Lauder Parcel", and being more particularly described as follows:

> BEGINNING AT A POINT S 89°38'40" W 1323.18 FEET ALONG THE SECTION LINE & SOUTH 669.79 FEET TO THE SOUTH LINE OF A LANE AND RUNNING WEST ALONG THE SOUTH LINE OF A SAID LANE 504.95 FEET FROM THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN; RUNNING THENCE WEST ALONG SAID SOUTH LINE OF SAID LANE 100.0 FEET; THENCE S 9°18'30" E 98.73 FEET; THENCE EAST 100.0 FEET; THENCE N 9°18'30" W 98.73 FEET TO THE POINT OF BEGINNING.

- 3. The Jennings Parcel lies immediately to the West of the Lauder Parcel.
- 4. The exact location of the boundary between the Jennings Parcel and the Lauder Parcel is currently in dispute. In order to eliminate any confusion and to forever determine the issue of the common boundary line between the Jennings Parcel and the Lauder Parcel, the undersigned parties desire to establish said boundary line.

NOW, THEREFORE, in consideration of the above premises, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and for the purpose of permanently establishing the common legal and physical boundary line between the parcels described herein, it is hereby agreed as follows:

5. The Easterly boundary line of the Jennings Parcel and the Westerly boundary line of the Lauder Parcel shall be hereafter described as follows:

BEGINNING AT A POINT S89°38'40"W 1323.18 FEET ALONG THE SECTION LINE AND SOUTH 669.79 FEET TO THE SOUTH LINE OF A LANE AND RUNNING WEST ALONG THE SOUTH LINE OF SAID LANE 590.14 FEET AND SOUTH 83.79 FEET FROM THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; SAID POINT ALSO BEING THAT DESCRIBED DEED SOUTH EAST CORNER OF PARCEL 02-013-0020 AND RUNNING THENCE EAST 2.85; THENCE NORTH 2.99 FEET TO THE CORNER OF A CONCRETE PAD AND FENCE; THENCE N03°28'06"W 30.95 FEET ALONG SAID CONCRETE PAD AND FENCE; THENCE S85°44'12"W 2.91 FEET; THENCE N17°24'56"W 1.25 FEET TO THE EAST EDGE OF AN EXISTING CONCRETE DRIVE; THENCE NORTH 48.94 FEET ALONG SAID EAST EDGE OF CONCRETE DRIVE TO THE POINT OF TERMINATION.

6. In order to effectuate this agreement, Jennings hereby releases, remises, and quitclaims to Laudres all of its right, title, and interest in and to any real property lying immediately to the East of the common boundary line described above; and Lauders hereby release, remise, and quit-claim to Jennings all of their right, title, and interest in and to any real property lying immediately to the West of the common boundary line described above.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the date hereinabove first mentioned.

"JENNINGS"

JENNINGS INVESTMENTS, L.C, a Utah limited liability company

ldred -

Bv:

Its: MANACER

"LAUDERS"

Steven Eldred Lauder

Cheryl Ann Lauder

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State of Utah County of Davis )ss:

On this date, December 1, 2019, personally appeared before me Scott L. Kearns, who being by me duly sworn did say that he is the Manager of Jennings Investments, L.C., the limited liability company that executed the above and foregoing instrument and that said instrument was signed on behalf of said company by authority of its Articles of Organization and/or Operating Agreement and said Scott L. Kearns acknowledged to me that said limited liability company executed same.

Notary Public



WENDY SNOW

Notary Public State of Utah Comm. Exp.: Mar. 8, 2020 Comm. Number: 687275

State of Utah County of Davis )ss:

On this date, December (0), 2019, personally appeared before me Steven Eldred Lauder and Cheryl Ann Lauder, the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

Notary Public

