BOUNDARY LINE AGREEMENT

AGREEMENT made , between Payson City, a Municipal Corporation parties of the first part herein and Huish Performing Arts & Cultural Education Center Inc. parties of the second part herein, for the purpose of fixing and determining the boundary and division line between adjoining parcels of land owned by the said parties, which boundary line is now uncertain because of discrepancies between the record title.

WHEREAS Payson City, a Municipal Corporation, parties of the first part, are in possession of a parcel of land described as follows:

Beginning at a point in the South line of Block 35, Plat “A”, Payson City Survey of Building Lots; 158.42 feet East of the Southwest corner thereof; thence North 85 feet; thence West 32 feet; thence North 39.25 feet, more or less, to a point 123.75 feet North and 126.42 feet East of the Southwest corner of said Block 35; thence East 78 feet, more or less, to the West line of Payson Lodge #19 IOOF property; thence South along the West line of said property and also the West line of Florence G. Mitchell property 124.25 feet; thence West 46.33 feet to the place of beginning.

WHEREAS, the parties of the second part are in possession of a certain parcel of land adjoining the parcel above described and lying immediately adjacent to the title line of the same; and

WHEREAS, the hereinabove described title line separates the parcels of land and constitutes a boundary and division line between the same that has long been recognized by the parties hereto and their predecessors in title as the boundary and division lines between their said parcels of land.

THE PARTIES AGREE that the established title line, as the same now exists shall constitute the boundary and division line between the parcels of land in the possession of the parties hereto, and each of the said parties hereby recognizes and agrees that the other party is the legal owner up to said title line of the respective parcel of land in such party’s possession; and the parties further agree that these stipulations shall apply to and be binding upon them, their heirs, personal representatives and assigns.
Pursuant to the foregoing stipulations and for value received the receipt of which is acknowledged by Payson City, a Municipal Corporation, parties of the first part, hereby remise, release and forever quit claim to the aforesaid parties of the second part and all title and interest which they may have in and to all lands in the possession of each said parties of the second part, adjoining and adjacent to said title lines above described, and for value received, the receipt of which is acknowledged the said parties of the second part hereby remise, release and forever quit claim to Payson City, a Municipal Corporation, parties of the first part herein, any and all right, title and interest which said parties of the second part may have in and to all land in the possession of Payson City, a Municipal Corporation, parties of the first part, lying within the boundaries of the aforescribed title lines, being the parcel of land in possession of hereinabove described.

IN WITNESS WHEREOF, the parties have signed their names to this Agreement.

Payson City, a Municipal Corporation

Huish Performing Arts & Cultural Education Center Inc.
State of Utah
County of Utah

On this 2010, personally appeared before me

day of Whose identity was proved to me on the basis of satisfactory evidence and who by me affirmed, did say that he is the of Payson City, a Municipal Corporation and that said document was signed by him in behalf of said corporation by authority of its bylaws, and said acknowledged to me that said corporation executed the same.

Notary Public

Commission Expiration

State of Utah
County of Utah

On this 2010, personally appeared before me
day of Whose identity was proved to me on the basis of satisfactory evidence and who by me affirmed, did say that he is the of Huish Performing Arts & Cultural Education Center Inc. and that said document was signed by him in behalf of said corporation by authority of its bylaws, and said acknowledged to me that said corporation executed the same.

Notary Public

Commission Expiration