

Official Record

Recording requested By
VANCOTT, GABLEY, CORNWALL, MCARTHY

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$18.00

Page 1 of 5

RPTT:

Recorded By: LB

Book- 280

Page- 0387

APN 003-143-07



Boundary Line Agreement

Title of Document

Affirmation Statement

X I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does not contain** the social security number, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) of any person or persons. (Per NRS 239B.030)

_____ I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does contain** the social security number, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) of a person or persons as required by law: _____
(State specific law)

Timothy Blackburn Attorney at Law
Signature Title

Print Timothy W. Blackburn

Date 7-8-13

Grantees address and mail tax statement:
America First Federal Credit Union
c/o Jil Morby
P.O. Box 9199
Ogden, UT 84409



BOUNDARY LINE AGREEMENT

This BOUNDARY LINE AGREEMENT (the "**Agreement**"), is made and entered into this 28th day of MAY, 2013, by and between Mr. and Mrs. James Davis (collectively "**Davis**"), and AMERICA FIRST FEDERAL CREDIT UNION ("**AFFCU**"). Davis and AFFCU are sometimes referred to herein individually as "Party" and collectively as "Parties."

WITNESSETH:

(1) The Parties are the record owners and possessors of adjacent parcels of real property situated in Caliente, State of Nevada.

(2) A wall (hereinafter referred to as the "Wall") has been constructed in proximity to the boundary line of record between the Davis property and the AFFCU property. However, the Wall does not match the boundary line of record between the Davis property and the AFFCU property and is located approximately 3 feet to the East of AFFCU's boundary line of record.

(3) The Wall is located and placed on the above referenced parcels in such a way that it creates and establishes certain conflicts with the deeds that are recorded with the local County Recorder's Office, to the extent of creating a gap or overlap between the Davis property and the AFFCU property. As a result of the conflict between the deed descriptions and the location of the Wall, the exact footage of the subject properties is more or less than the footage being taxed by the local County Assessor and Treasurer.

(4) It is the mutual understanding and agreement of Davis and AFFCU that for the mutual benefit of the parties hereto, and for other good and valuable consideration the receipt of which is hereby acknowledged, that

A. The boundary line as described on Exhibit "A" attached hereto and by reference made a part herewith shall be considered as the common, legal and forever binding property line, which separates the Property presently owned by AFFCU and the Property presently owned by Davis.

(5) This Agreement shall be binding upon the heirs, successors and assigns of the undersigned parties and shall run with the land of the subject properties.



(6) The persons accepting this agreement on behalf of the Parties are duly authorized to execute and deliver this Agreement. Lack of executing authority shall not be a defense to the enforcement of this Agreement.

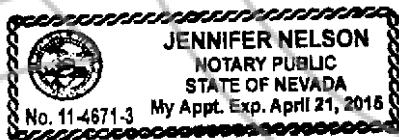
Dated this 28th day of May, 2013.

By James Davis
JAMES DAVIS

By Carol Davis
~~MRS. JAMES DAVIS~~
CAROL

STATE OF NEVADA)
)
) : ss
COUNTY OF Larson City)

The foregoing instrument was acknowledged before me this 28th day of May, 2013, by Mr. and Mrs. James Davis and Carol Davis



J. Nelson
NOTARY Signature and Seal



Exhibit "A"

**AFCU Caliente, Nevada
Wall Line for Boundary Agreement**

Revised May 14, 2013

A part of Lot 7, Block A, West End Addition to the City of Caliente, Nevada:

Beginning at a point on the Southeasterly Line of said Lot 7 on the projection of the Easterly Edge of an existing Boundary Line Wall located 3.71 feet North 59°50'11" East from the Southwesterly Corner of said Lot 7; and running thence North 33°06'00" West 186.42 feet along the Easterly Edge of said Wall to a point on the Northwesterly Line of said Lot 7 located 3.16 feet North 59°48'08" East from the Northwesterly Corner of said Lot 7.