

WHEN RECORDED, RETURN TO:  
WILLIAM HOLDMAN  
2945 EAST WILDMARE WAY  
HEBER CITY, UT 84032

Ent 437782 Bk 1189 Pg 1306-1311  
Date: 04-MAY-2017 1:23:13PM  
Fee: \$23.00 Check Filed By: LA  
PEGGY SULSER, Recorder  
WASATCH COUNTY CORPORATION  
For: HOLDMAN WILLIE

## BOUNDARY LINE AGREEMENT

This Boundary Line Agreement is made and entered into this 2 day of May, 2017 by and between

Innovative Development Group LLC, a Utah limited liability company (IDG)

and

William Holdman (HOLDMAN).

### RECITALS

1. **IDG** is the owner, in fee simple, of a parcel of real property situated in, Wasatch County, State of Utah, with serial number OPY-0022-0-010-045 and being more particularly described in the Quit-Claim Deed recorded as Entry 393589 in Wasatch County Official Records as follows:

Parcel 1:

Beginning at the North Quarter Corner of Section 10, Township 4 South, Range 5 East, Salt Lake Base and Meridian, said point assumed to be 36 feet North of an existing fence line that is described by deed as being the quarter section line, and running thence South along said fence line 913.17 feet; thence North 87°32'23" West 418.60 feet; thence North 0°39'27" West 494.39 feet; thence South 87°33'31" East 131.89 feet to an existing post set in concrete; thence North 1°48'24" West 412.46 feet, more or less, to the Section line; thence South 88°54'47" East 305.16 feet to the point of beginning.

The following is shown for informational purposes only: Tax Serial No. OWC-1731-1.

Parcel 2:

Together with an easement for a septic tank, said easement being described as follows:

Beginning at the North Quarter Corner of Section 10, Township 4 South, Range 5 East, Salt Lake Base and Meridian, said point assumed to be 36 feet North of an existing fence line that is described by deed as being the quarter section line, and running thence North 88°54'47" West 305.16 feet; thence South 1°48'24" East 412.46 feet; thence North 87°33'31" West 131.89 feet; thence South 0°39'27" East 36 feet to the true point of beginning, and running thence North 87°33'31" West 70 feet; thence South 0°39'27" East 32 feet; thence South 87°33'31" East 70; thence West 32 feet, more or less to the place of beginning.

2. **HOLDMAN** is the owner, in fee simple, of a parcel of real property situated in Wasatch County, State of Utah, with serial number OPY-0024-0-010-045 and being more particularly

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described in the Warranty Deed recorded as Entry 404532 in Wasatch County Official Records as follows:

Lot 24, Pine Shadows Subdivision as shown on the official plat recorded in the office of the Wasatch County Recorder's Office.

3. WHEREAS, it is advantageous to both of the above-named parties to agree to a common boundary line between their respective properties, in order to realign the title lines to a more mutually beneficial position, and
4. WHEREAS, it is the desire of the above-named parties to reduce to writing an agreement regarding the true location of the boundary line between the subject properties.

NOW THEREFORE, in consideration of the premises, it is hereby agreed and covenanted as follows:

That the boundary line between the subject properties is as described in the following boundary description, which common line is acknowledged and accepted as being the true and accurate boundary between the subject properties:

Lot 22 Legal Description:

BEGINNING AT A POINT THAT IS NORTH 89°49'40" WEST A DISTANCE OF 25.65 FEET; THENCE SOUTH 00°33'38" EAST A DISTANCE OF 318.27 FEET; THENCE SOUTH 00°14'39" EAST A DISTANCE OF 452.82 FEET; THENCE SOUTH 00°15'22" EAST A DISTANCE OF 422.34 FEET; FROM THE WASATCH COUNTY MONUMENT FOR THE NORTH ONE-QUARTER CORNER OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE;

SOUTH 01°40'14" EAST A DISTANCE OF 131.04 FEET; THENCE SOUTH 00°21'20" EAST A DISTANCE OF 292.96 FEET; THENCE NORTH 89°49'35" WEST A DISTANCE OF 510.20 FEET; THENCE NORTH A DISTANCE OF 425.41 FEET; THENCE SOUTH 89°39'30" A DISTANCE OF 98.35 FEET; THENCE NORTH A DISTANCE OF 227.46 TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1184.17 FEET; THENCE ALONG SAID CURVE SOUTHEASTERLY A DISTANCE OF 203.45 FEET THROUGH A CENTRAL ANGLE OF 9°50'37" (CHORD BEARING AND DISTANCE FOR SAID CURVE BEING SOUTH 84°31'48" EAST A DISTANCE OF 203.20 FEET); THENCE SOUTH A DISTANCE OF 209.30 FEET; THENCE SOUTH 89°39'30" EAST A DISTANCE OF 203.95 FEET TO THE POINT OF BEGINNING.

Lot 24 Legal Description:

BEGINNING AT A POINT THAT IS NORTH 89°49'40" WEST A DISTANCE OF 25.65 FEET; THENCE SOUTH 00°33'38" EAST A DISTANCE OF 318.27 FEET ;THENCE SOUTH 00°14'39" EAST A DISTANCE OF 452.82 FEET ;THENCE SOUTH 00°15'22" EAST A DISTANCE OF

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422.34 FEET; THENCE SOUTH 01°40'14" EAST A DISTANCE OF M 131.04 FEET ;THENCE SOUTH 00°21'20" EAST A DISTANCE OF 292.94 FEET FROM THE WASATCH COUNTY MONUMENT FOR THE NORTH ONE-QUARTER CORNER OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE;

SOUTH 00°21'20" EAST A DISTANCE OF 60.42 FEET; THENCE SOUTH 01°28'01" EAST A DISTANCE OF 386.38 FEET; THENCE WEST A DISTANCE OF 159.17 FEET TO THE BEGINING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 770.00 FEET; THENCE WESTERLY ALONG SAID CURVE A DISTANCE OF 359.76 FEET AND THROUGH A CENTRAL ANGLE OF 26°46'12" (CHORD BEARING AND DISTANCE FOR SAID CURVE BEING NORTH 76°36'54" WEST 356.50); THENCE NORTH 63°13'48" WEST A DISTANCE OF 16.22 FEET; THENCE NORTH A DISTANCE OF 358.38 FEET; THENCE SOUTH 89°49'35" EAST A DISTANCE OF 510.20 TO THE POINT OF BEGINNING.

5. In order to further establish the boundary line as described in the boundary description in paragraph 4 above as the true location of the boundary line between the subject properties, and in consideration of this agreement, IDG hereby releases, remises, and quit claims to HOLDMAN all right, title, and interest in and to the real property lying immediately and adjacent to the WEST of the common boundary line as described in the boundary description in paragraph 4 above, and HOLDMAN hereby releases, remises, and quit claims to IDG all right, title, and interest in and to the real property lying immediately and adjacent to the EAST of the common boundary line as described in the boundary description in paragraph 4 above;
6. Included with this agreement is a provision that IDG and all succeeding parties agree that it/they will not construct any permanent structure within 348 feet from the north boundary line of HOLDMAN. See attached Exhibit "A".
7. This Agreement shall be binding upon the heirs, executors, administrators, or assigns of the parties hereto;
8. This Agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on any party except to the extent incorporated in this Agreement;
9. Any modification on the Agreement or additional obligation assumed by any party in connection with the Agreement shall be binding only if in writing signed by each party or any authorized representative of each party;
10. In the event any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that any party may be called on to pay, a reasonable sum for the successful party's attorney fees;
11. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah;

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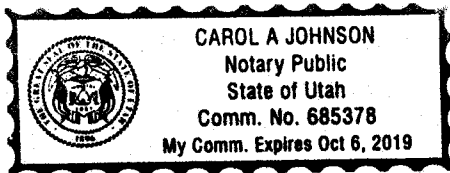
IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the date hereinabove first mentioned;

**SARA HOLDMAN**

Sara Holdman \_\_\_\_\_

State of UTAH  
County of WASATCH

On the 2<sup>nd</sup> day of May, 2017 personally appeared before me  
SARA HOLDMAN who being by me duly sworn did say that he/she  
executed the same.



Carol A. Johnson  
Notary Public  
My commission expires: OCT. 6, 2019

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

WILLIAM HOLDMAN

William Holdman

APRIL 14 2017

State of UTAH  
County of Wasatch

On the 14<sup>th</sup> day of April, 2017 personally appeared before me  
William Holdman who being by me duly sworn did say that he/she  
executed the same.



Sandra Hansen  
Notary Public  
My commission expires: 3-31-2019

IDG, LLC

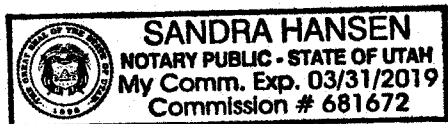
[Signature]

BY: Eduard VOZAR

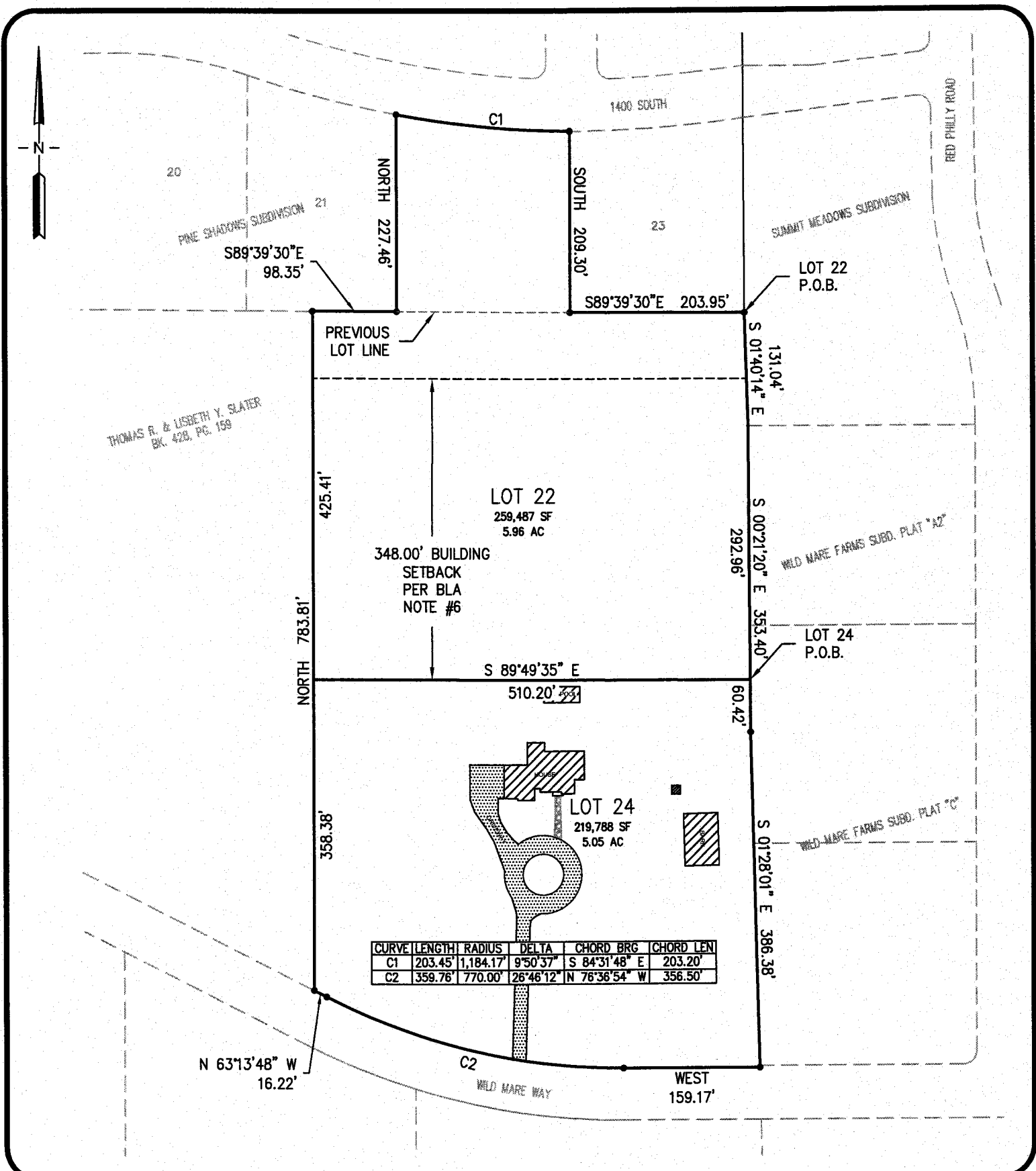
ITS: \_\_\_\_\_

State of UTAH  
County of Wasatch

On the 1<sup>st</sup> day of May, 2017 personally appeared before me  
Eduard Vozar who being by me duly sworn did say that he is the  
Owner of IDG, LLC, a Utah limited liability company, and that the  
foregoing instrument was signed in behalf of company by authority of a resolution of its  
members, and he duly acknowledged to me that he executed the same.



Sandra Hansen  
Notary Public  
My commission expires: 3-31-2019



PROJECT  
C15-054  
SHEET  
1

PROJECT  
IDG - HOLDMAND BOUNDARY LINE AGREEMENT  
EXHIBIT "A"  
APRIL 14, 2017

55 WEST CENTER  
P.O. BOX 176  
HEBER CITY, UT 84032  
P: 435.654.9229  
F: 435.654.9231

**Summit Engineering Group Inc.**  
Structural • Civil • Surveying