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DOC # 20250024269

Boundary Line Agreement Page 1 of 10
Gary Christensen Washington County Recorder
07/16/2025 12:49:59 PM Fee \$ 0.00
By HURRICANE CITY

WHEN RECORDED, MAIL TO:

Hurricane City
147 N. 870 W.
Hurricane, UT 84737



APN: H-3-1-31-3009

APN: H-3-1-31-3004

BOUNDARY LINE AGREEMENT AND RECIPROCAL QUIT CLAIM DEED

THIS BOUNDARY LINE AGREEMENT ("**Agreement**") is made and entered into as of the 5 day of June 2025 ("**Effective Date**") by and between SkyRim Development LLC, a limited liability company ("**SkyRim**"), and Hurricane City, a Utah Municipal Corporation ("**City**"). SkyRim and City are together referred to herein as the "**Parties**" and individually as a "**Party**" as the case may be.

RECITALS

WHEREAS, SkyRim is the owner of certain real property, located in Hurricane, Utah ("**SkyRim Property**"), and as more particularly described on Exhibit A, as attached hereto and made a part hereof;

WHEREAS, City is the owner of certain real property, located in Hurricane, Utah ("**City Property**") and as more particularly described on Exhibit B, as attached hereto and made a part hereof, and the SkyRim Property and City Property are together known as the '**Properties**';

WHEREAS, the Properties share a common boundary ("**Current Boundary Line**"), as is reflected in the deeds of record in the official records of the County Recorder for Washington County ("**Official Records**"); and

WHEREAS, the Parties desire to adjust the shared boundary line of the Properties from the Current Boundary Line to result in a change to the legal descriptions of the Properties, with the City Property being described as set forth in Exhibit C ("**Adjusted City Property**"), as attached hereto and made a part hereof, and the SkyRim Property being described as set forth in Exhibit D ("**Adjusted SkyRim Property**"), as attached hereto and made a part hereof.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration and the mutual covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals & Exhibits. The above Recitals and those Exhibits attached hereto are an integral part of the understanding and agreement of the Parties and are hereby incorporated into this Agreement by this reference.

2. Boundary Adjustment. From and after the Effective Date, the common boundary between the Properties in the Official Record and for all purposes between the SkyRim Property and the City Property shall be located along the Adjusted Boundary Line as legally described in Exhibit C.

3. New Legal Description.

(a) *SkyRim Property*. Consistent with the boundary line adjustment effected by this Agreement, from and after the Effective Date, the legal description of the SkyRim Property shall be the legal description of the Adjusted SkyRim Property as legally described in Exhibit D, which is and shall be, for all purposes, the correct legal description of the SkyRim Property in the Official Records.

(b) *City Property*. Consistent with the boundary line adjustment effected by this Agreement, from and after the Effective Date, the legal description of the City Property shall be the legal description of the Adjusted City Property as legally described in Exhibit C, which is and shall be, for all purposes, the correct legal description of the City Property in the Official Records.

4. Running with the Land. The Parties further agree that this Agreement is intended to run with both of the Properties, and shall be binding upon the Parties, and their respective heirs, personal representatives, and assigns. The Parties shall use the Adjusted Boundary Line for all future platting of either Property or any other documents recorded in the Official Records relating to either Property.

5. Effect of Agreement and Quitclaim. Pursuant to the foregoing, the Parties each acknowledge and agree that this Agreement shall act as a quitclaim deed by each Party to the other of those portions of their respective Properties as is necessary to conform with the Adjusted Boundary Line, pursuant to and in accordance with Utah Code Ann. § 10-9a-524, to the effect that City quitclaims to SkyRim that portion of the City Property situated within the Adjusted SkyRim Property. Accordingly, for the value received, the receipt of which is acknowledged and sufficient, City hereby remises, releases, and forever quitclaims to SkyRim that portion of the City Property situated within the Adjusted SkyRim Property.

6. Visual Exhibit. The legal descriptions and depiction to effect the change in the boundary line effected by this Agreement are extracted from (or provided in connection with) that exhibit titled "Boundary Line Adjustment – Section 31, Township 41 South, Range 13 West, Salt Lake Base & Meridian", made by Reeve & Associates, Inc., and dated April 17, 2025, attached hereto as Exhibit E.

7. General Provisions.

(a) *Assignees and Successors*. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

(b) *Interpretation.* This Agreement shall be construed, applied and enforced in accordance with the laws of the State of Utah and shall be recorded in the Official Records. This Agreement is deemed to have been drafted jointly by the Parties, and any uncertainty or ambiguity shall be construed according to its fair meaning and shall not be construed for or against either of the Parties as an attribution of drafting to such Party.

(c) *Further Action.* The Parties agree to execute and deliver such additional documents and written assurances and take further action as may become reasonably necessary to fully carry out the provisions and intent of this Agreement.

(d) *No New Lot.* This Agreement is intended to confirm the common boundary of the Properties to be the Adjusted Boundary Line and to effect any adjustments and conveyances consistent with the foregoing, and does not create a new lot and thus is not a "subdivision" as defined and subject to applicable provisions under the Utah Code Annotated.


(e) *Governmental Immunity.* City is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7, Utah Code Annotated, 1953, as amended) and does not waive any procedural or substantive defense or benefit provided or to be provided by the Governmental Immunity Act or comparative legislation enactment, including with limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by City under this Agreement are expressly limited to the amounts identified in the Act.

(f) *Authority.* Each Party represents and warrants to the other that the signatories below have authority to sign and execute this document on behalf of the entities they represent and that said entities are the proper Parties to this Agreement, have duly authorized this Agreement, and that this Agreement is a legally enforceable obligation of such entities.

(g) *Counterparts.* This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which shall together constitute one and the same instrument.

[Signatures on Following Pages]


Development LLC.



NOTARY SIGNATURE

Residing at: CLINTON, UTAH

My Commission Expires: APRIL 30, 2029



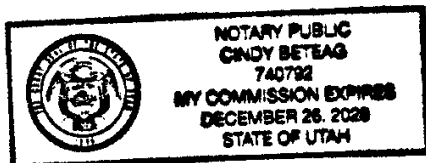
IN WITNESS WHEREOF, the Parties hereto have executed this Boundary Line Agreement to be effective as of the Effective Date.

Hurricane City
a Utah Municipal Corporation

By: Nanette Billings
Name: Nanette Billings
Its: Mayor

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me on June 5, 2025, by
Nanette Billings, the Mayor of Hurricane City



Cindy Beteag
NOTARY SIGNATURE
Residing at: Hurricane, UT.
My Commission Expires: 12/26/28

EXHIBIT A

Current SkyRim Property Description

Parcel Number: Parcel H-3-1-31-3009

Legal Description:

ALL OF PARCEL H-3-1-31-3009 BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING NORTH 88°52'58" WEST 1494.81 FEET AND NORTH 01°07'02" EAST 238.24 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 31 (SOUTH QUARTER CORNER BEING SOUTH 88°52'58" EAST 3462.85 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 31); THENCE NORTH 01°42'49" EAST 1399.98 FEET; THENCE NORTH 67°32'27" EAST 327.32 FEET; THENCE SOUTH 57°30'11" EAST 335.71 FEET; THENCE NORTH 63°09'32" EAST 269.71 FEET; THENCE NORTH 83°12'08" EAST 265.91 FEET; THENCE NORTH 40°40'01" EAST 312.94 FEET; THENCE SOUTH 88°58'18" EAST 189.64 FEET; THENCE SOUTH 01°01'42" WEST 1070.46 FEET; THENCE SOUTH 89°46'38" WEST 131.69 FEET; THENCE SOUTH 85°13'16" WEST 211.19 FEET; THENCE SOUTH 68°02'47" WEST 332.30 FEET; THENCE NORTH 88°52'58" WEST 111.09 FEET; THENCE SOUTH 01°07'02" WEST 320.61 FEET; THENCE SOUTH 74°50'08" WEST 765.51 FEET TO THE POINT OF BEGINNING.

CONTAINING 39.140 ACRES.

LESS AND EXCEPTING THE FOLLOWING:

ALL OF PARCEL H-3-1-31-3004 BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING NORTH 88°52'58" WEST 323.23 FEET AND NORTH 01°07'02" EAST 1034.68 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 31 (SOUTH QUARTER CORNER BEING SOUTH 88°52'58" EAST 3462.85 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 31); THENCE SOUTH 89°58'00" WEST 208.71 FEET; THENCE NORTH 00°02'52" WEST 208.76 FEET; THENCE NORTH 89°58'00" EAST 208.81 FEET; THENCE SOUTH 00°01'13" EAST 208.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.000 ACRES.

(TOTAL PARCEL AFTER LESS AND EXCEPTING CONTAINING 38.140 ACRES)

EXHIBIT B

Current City Property Description

Parcel Number: Parcel H-3-1-31-3004

Legal Description:

ALL OF PARCEL H-3-1-31-3004 BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING NORTH 88°52'58" WEST 323.23 FEET AND NORTH 01°07'02" EAST 1034.68 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 31 (SOUTH QUARTER CORNER BEING SOUTH 88°52'58" EAST 3462.85 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 31); THENCE SOUTH 89°58'00" WEST 208.71 FEET; THENCE NORTH 00°02'52" WEST 208.76 FEET; THENCE NORTH 89°58'00" EAST 208.81 FEET; THENCE SOUTH 00°01'13" EAST 208.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.000 ACRES.

EXHIBIT C

Adjusted Boundary Line and Adjusted City Property Description

PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING 534.74 FEET NORTH 88°52'58" WEST AND 1030.43 FEET NORTH 01°07'02" EAST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 31 (SOUTH QUARTER CORNER BEING SOUTH 88°52'58" EAST 3462.85 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 31); THENCE NORTH 00°02'52" WEST 184.73 FEET; THENCE NORTH 78°36'45" EAST 215.88 FEET; THENCE SOUTH 00°01'13" EAST 227.23 FEET; THENCE SOUTH 89°58'00" WEST 211.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.001 ACRES.

EXHIBIT D

Adjusted SkyRim Property Description

Parcel Number: Parcel H-3-1-31-3009

Legal Description:

PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING NORTH 88°52'58" WEST 1494.81 FEET AND NORTH 01°07'02" EAST 238.24 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 31 (SOUTH QUARTER CORNER BEING SOUTH 88°52'58" EAST 3462.85 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 31); THENCE NORTH 01°42'49" EAST 1399.98 FEET; THENCE NORTH 67°32'27" EAST 327.32 FEET; THENCE SOUTH 57°30'11" EAST 335.71 FEET; THENCE NORTH 63°09'32" EAST 269.71 FEET; THENCE NORTH 83°12'08" EAST 265.91 FEET; THENCE NORTH 40°40'01" EAST 312.94 FEET; THENCE SOUTH 88°58'18" EAST 189.64 FEET; THENCE SOUTH 01°01'42" WEST 1070.46 FEET; THENCE SOUTH 89°46'38" WEST 131.69 FEET; THENCE SOUTH 85°13'16" WEST 211.19 FEET; THENCE SOUTH 68°02'47" WEST 332.30 FEET; THENCE NORTH 88°52'58" WEST 111.09 FEET; THENCE SOUTH 01°07'02" WEST 320.61 FEET; THENCE SOUTH 74°50'08" WEST 765.51 FEET TO THE POINT OF BEGINNING.

CONTAINING 39.140 ACRES.

LESS AND EXCEPTING THE FOLLOWING:

PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

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CONTAINING 1.001 ACRES.

(TOTAL PARCEL AFTER LESS AND EXCEPTING CONTAINING 38.139 ACRES)

EXHIBIT E

Visual Exhibit

