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RICHARD T. MAUGHAN

DAVIS COUNTY, UTAH RECORDER

12/06/2021 10:05 AM

Fee \$40.00 Page 7

DEPT REC'D FOR PHILLIP S HOLLAND

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RETURNED

DEC 06 2021

When Recorded Mail to:
THG Farmington, LLC
1082 West Dutch Lane
Kaysville, UT 84037

BOUNDARY LINE AGREEMENT

This BOUNDARY LINE AGREEMENT (this "Agreement") is made this 1 day of December, 2021 (the "Effective Date"), by and between THG FARMINGTON, LLC ("THG"), and Dan C. Rich and Dayer Worrall, tenants in common, ("RICH").

- A. THG is the owner of that certain parcel of real property in Farmington City, Davis County, State of Utah, more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "THG Parcel").
- B. RICH is the owner of those certain parcels of real property in Farmington City, Davis County, State of Utah, more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "RICH Parcel").
- C. The THG Parcel and the RICH Parcel are adjacent and contain certain boundary line discrepancies.
- D. THG and RICH desire to adjust the property lines of their respective parcels in order to resolve the boundary line discrepancies, as further set forth herein.
- E. Utah Land Surveying, LLC ("ULS") has performed a survey for the COMMON BOUNDARY LINE and has been filed with the Davis County Surveyor's Office as File No. 8013.

NOW, THEREFORE, in consideration of the mutual promises and conveyances contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Adjustment to Boundary Line. THG and RICH, for themselves, their beneficiaries, heirs, successors, and assigns, hereby adjust the adjacent boundary lines between the THG Parcel, on the one side, and RICH Parcel, on the other side, such that from and after the date of this Agreement, the south boundary line of THG Parcel and the north boundary line of the RICH Parcel shall be revised as more particularly described on Exhibit C attached hereto and incorporated herein by reference (the "COMMON BOUNDARY LINE").
2. Conveyance of Property. THG hereby quitclaims to RICH any and all real property lying to the north of the COMMON BOUNDARY LINE, and RICH hereby quitclaims to THG, any and all real property lying to the south of the COMMON BOUNDARY LINE.
3. Other Agreements. The parties further agree as follows:
 - (a) At the date of this Agreement the historic common fence between the THG Parcel and the RICH Parcel is not located on the COMMON BOUNDARY LINE. The parties hereby waive any claim that such fence constitutes the legal boundary between the THG Parcel and the RICH Parcel, including any claim

under the "boundary by acquiescence" doctrine. Without notice either party may relocate all or any portion of the fence to the COMMON BOUNDARY LINE.

- (b) Until the time such fence is relocated, the party occupying and using the land located between such fence and the COMMON BOUNDARY LINE shall be responsible for covering such area under the party's policy of casualty and liability insurance.
- (c) Until the time such fence is relocated, the party occupying and using the land located between such fence and the COMMON BOUNDARY LINE shall not assert and hereby waives all claims to such land as a so-called "protective strip" between the THG Parcel and the RICH Parcel.
- (d) Until the time such fence is relocated, the party owning fee simple title to the land located between such fence and the COMMON BOUNDARY LINE as provided above in this Agreement may require the party occupying and using such land to immediately cease such occupancy and use.

4. **Compliance with Law.** Pursuant to Utah Code Ann. § 10-9a-103(36), the adjustment of the boundary line effected hereunder does not constitute a subdivision of real property.
5. **Miscellaneous.** This Agreement contains all of the terms, covenants, conditions, and agreements between the parties hereto with respect to the subject matters treated herein. This Agreement may not be amended or supplemented except through a writing executed by all parties. This Agreement concerns real property located in the State of Utah and shall be governed by and construed in accordance with the laws of the State of Utah. The terms, covenants and conditions herein contained shall be binding upon and inure to the benefit of the heirs, successors, transferees and assigns of the parties. The rights and obligations provided under this Agreement shall continue indefinitely, shall run with the land, and shall terminate only upon written agreement of both the parties or their respective successors in title.

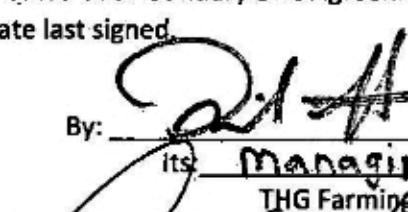
IN WITNESS WHEREOF the parties have executed this Boundary Line Agreement on the dates indicated below, to be effective as of the date last signed.

December 1, 2021
Date

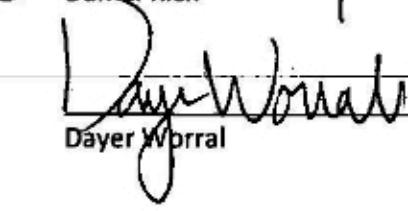
12/1/21
Date

12/1/21
Date

By:


its: Managing Partner
THG Farmington, LLC

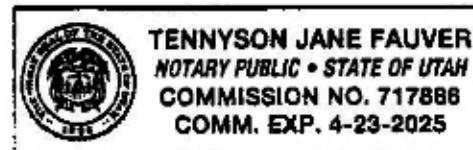
Dan Rich


Dayer Worrall

State of Utah)
: SS.
County of Davis)

The foregoing instrument was acknowledged before me this 1 day of
December 2021, by Phillip Holland, as Managing Partner of THG
Farmington, LLC, a Utah Limited Liability Company.

Tennyson J.
Notary Public
My Commission Expires 4.23.2025
Residing in Bountiful, UT



State of Utah)
: SS.
County of Davis)

On the 1 day of December 2021, personally appeared before me Dan C. Rich
and Dayer Worral, who duly acknowledged to me that they executed the same.

Tennyson J.
Notary Public
My Commission Expires 4.23.2025
Residing in Bountiful, UT

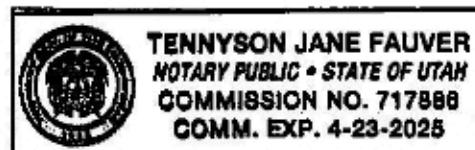


Exhibit A

To Boundary Line Agreement

(Legal Description of the THG Farmington, LLC Parcel)

Parcel 1: (08-051-0179)

Beginning at a point 9.6 chains North and North 88°15' East, 17.85 chains and North 22°45' West 438.86 feet and South 88°15' West 775.02 feet from the center of Section 13, Township 3 North, Range 1 West, Salt Lake Meridian; and running thence South 88°15' West 595.0 feet; thence South 2° West 156.0 feet; thence South 88°15' West 671.88 feet to the Easterly line of a road; thence North 21°21' West 227.91 feet along said road; thence North 88°15' East 11.6 chains, more or less; thence North 2° East 417.12 feet to a point 17.21 chains South and 330.09 feet West of the North quarter corner of said section; thence Easterly 966.8 feet to a point 206.8 feet West of the West line of a highway, 17.39 chains South of the North line of said section; thence South 102.0 feet, more or less, to a point North 88°15' East 775.02 feet and North 22°45' West 372.0 feet and South 85°28' West 191.08 feet and West 52.76 feet from the point of beginning; thence West 375.28 feet, more or less, to a point North 2° East of the point of beginning; thence South 2° West 271.15 feet, more or less, to the point of beginning.

Also Beginning at a Southeast boundary corner of said entire tract at a point 273.034 m (895.78 feet) North (equals highway North 0°06'57" East) along the quarter section line and 106.403 m (349.09 feet) West (equals highway South 89°04'02" West) from the center of said Section 13 as monumented with a County Brass Cap; and running thence North 2° 00' East (equals highway North 1°53'01" East) 47.549 m (156.00 feet) along an Easterly boundary line of said entire tract; thence North 88°15' East (equals highway North 89°04'02" East) 9.065 m (29.74 feet) along a Southerly boundary line of said entire tract; thence North 2°44'49" East 16.829 m (55.21 feet); thence South 88°15' West (equals highway South 88°52'34" West) 18.330 m (60.14 feet); thence South 2°44' 49" West (highway bearing) 64.357 m (211.15 feet), more or less, to a Southerly boundary line of said entire tract; thence North 88°15' East (equals highway North 89°04'02" East) 9.979 m (32.74 feet) along said Southerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

Excepting therefrom that portion conveyed to Farmington City a Municipal Corporation by Warranty Deed recorded February 22, 1984 as Entry No. 664887 in Book 979 at Page 515, described as follows: Beginning at a point 17.21 chains South along the section line and 330.09 feet West of the North quarter corner of Section 13, Township 3 North, Range 1 West, Salt Lake Meridian, in the City of Farmington; and running thence East 38.28 feet; thence South 3°7'48" West 416.56 feet; thence South 88°15' West 30.11 feet; thence North 2° East 417.12 feet to the point of beginning.

Excepting therefrom that portion conveyed to Utah Department of Transportation by Warranty Deed recorded October 31, 2002 as Entry No. 1800436 in Book 3158 at Page 1256 and by Warranty Deed recorded October 31, 2002 as Entry No. 1800437 in Book 3158 at Page 1258, described as follows:

A parcel of land in fee for the widening of an expressway State Route 89 known as Project No. 0067, being part of an entire tract of property, situate in the Southeast quarter of the Northwest quarter of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning in the Easterly highway right-of-way and limited-access line of said existing State Route 89 at the Northwest corner of said entire tract, which point is 335.527 meter (1,100.81 feet) North 0°07'38" East and 344.564 meter (1,130.46 feet) South 89°56'51" West from the center of said Section 13 as monumented with a County Brass Cap; and running thence South 21°24'40" East (deed of record South 21°21' East) 72.347 meter (237.36 feet by measurement, 227.91 feet by record) along said Easterly

highway right-of-way and limited-access line to the Southerly boundary line of said entire tract, being the Northerly line of the Hess property (266.33); thence North 89°04'02" East (deed of record North 88°15' East 19.465 meter (63.86 feet) along said Southerly boundary line; thence North 24°42'53" West 22.876 meter (75.05 feet) to a point of tangency with a 724.738 meter (2,377.75 feet) radius curve to the right; thence Northerly 42.413 meter (139.15 feet) along the arc of said curve (Note: chord to said curve bears North 23°41'37" West for a distance of 42.407 meter (139.13 feet)); thence Northerly 8.050 meter (26.41 feet), more or less, along the arc of an 1,190.300 meter (3,905.18 feet) radius curve to the right, to the Northerly boundary line of said entire tract, being the Southerly boundary line of the Farmington City property (963-141) (Note: chord to said curve bears North 22°28'48" West for a distance of 8.050 meter (26.41 feet)); thence South 89°56'51" West (deed of record South 88°15' West) 16.190 meter (53.12 feet) along said Northerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

Parcel 2: (08-052-0010)

Beginning 9.60 chains North and North 88°15' East 17.83 chains and North 22°45' West 438.86 feet and South 88°15' West 775.02 feet and North 2°00' East 99.0 feet from the center of Section 13, Township 3 North, Range 1 West, Salt Lake Meridian, running thence North 2° East 246.62 feet, thence East 62.4 feet; thence South 16°04'20" West 256.5 feet to the point of beginning.

Exhibit B

To Boundary Line Agreement

(Legal Description of the Dan C. Rich and Dayer Worral Parcel)

A part of the Northeast and Northwest Quarters of Section 13, Township 3 North, Range 1 West, of the Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the South boundary line of North Main Street Church Subdivision being located North 0°22'31" East 643.35 feet along the West line of the Northeast Quarter of said Section 13 and North 90°00'00" East 351.36 feet from the Southwest corner of said Northeast Quarter; running thence South 89°51'50" West 164.24 feet; thence South 89°06'29" West 267.39 feet; thence South 89°28'26" West 284.95 feet; thence South 89°30'16" West 337.55 feet; thence South 88°28'23" West 79.92 feet; thence South 89°22'24" West 84.14 feet to the East right-of-way line of Highway 89/91; thence along said right-of-way line along the arc of a 5141.28 foot radius curve to the right 198.28 feet having a central angle of 2°12'35" and whose chord bears North 23°19'20" West 198.28 feet to an existing fence line; thence along said existing fence line the following three (3) courses: (1) North 89°14'38" East 629.62 feet; (2) North 2°18'44" East 173.30 feet; (3) North 89°59'51" East 577.75 feet; thence South 02°20'44" West 16.49 feet; thence North 88°26'42" East 49.19 feet; thence along the arc of a 45.11 foot radius curve to the left 141.72 feet, having a central angle of 180°00'00" chord bears South 05°58'51" East 90.22 feet; thence North 81°55'20" East 59.48 feet to the boundary of said North Main Street Church Subdivision; thence along said subdivision boundary South 0°20'37" West 325.71 feet to the point of beginning.

Less and Excepting therefrom the following described property previously conveyed by Grantor in Warranty Deed recorded December 31, 1992 in the Office of the Davis County Recorder as Entry No. 1010767, Book 1569, Page 1276:

Beginning at a point South 89°45'50" West 352.89 feet and South 1761.66 feet from the North Quarter corner of Section 13, Township 3 North, Range 1 West, Salt Lake Meridian, in the City of Farmington; and running thence South 3°29'52" West 35.00 feet; thence North 86°30'08" West 30.00 feet; thence North 3°29'52" East 34.88 feet; thence South 86°43'93" East 30.00 feet to the point of beginning.

TOGETHER WITH AND SUBJECT TO that certain Boundary Line Agreement recorded February 4, 2009 in the Office of the Davis County Recorder, as Entry No. 2421239, Book 4706, Page 1427.

Exhibit C

To Boundary Line Agreement

(Legal Description of the COMMON BOUNDARY LINE)

(as depicted in that Record of Survey by Utah Land Surveying, LLC as File No. ____)

A COMMON LINE LOCATED IN THE NORTH HALF OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE END OF THE REVISED COMMON BOUNDARY LINE AS CONTAINED IN THAT CERTAIN BOUNDARY LINE AGREEMENT AS RECORDED ON FEBRUARY 4, 2009 AS ENTRY NO. 2421239 IN BOOK 4706 AT PAGES 1427-1435, SAID POINT BEING NORTH 00°01'47" EAST ALONG THE QUARTER SECTION LINE 1050.63 FEET AND EAST 232.63 FEET FROM THE CENTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (WITH THE NAD83 ROTATION BEING 00°21'14" CLOCKWISE); AND RUNNING THENCE SOUTH 88°15'00" WEST 578.07 FEET; THENCE SOUTH 02°00'00" WEST 142.88 FEET; THENCE SOUTH 88°56'09" WEST 629.35 FEET.