

E 3589799 B 8599 P 541-549
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
10/4/2024 1:05 PM
FEE 40.00 Pgs: 9
DEP CTA REC'D FOR PHILLIP
SCOTT HOLLAND

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

RETURNED
OCT 04 2024

BOUNDARY LINE AGREEMENT

This BOUNDARY LINE AGREEMENT (this "Agreement") is made this 23 day of September 2024 (the "Effective Date"), by and between The Holland Group, LLC ("THG"), and Doll James Daniel, ("DOLL").

- A. THG is the owner of that certain parcel of real property in ^{Layton W} Farmington City, Davis County, State of Utah, as Tax Parcel No. 11-091-0095, more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "THG Parcel").
- B. DOLL is the owner of those certain parcels of real property in Farmington City, Davis County, State of Utah, as Tax Parcel No. 11-091-0049 more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "DOLL Parcel").
- C. The THG Parcel and the DOLL Parcel are adjacent and contain certain boundary line discrepancies.
- D. THG and DOLL desire to adjust the property lines of their respective parcels in order to resolve the boundary line discrepancies, as further set forth herein.

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:

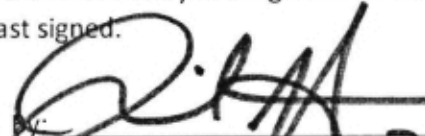
1. Adjustment to Boundary Line. THG and DOLL, for themselves, their beneficiaries, heirs, successors, and assigns, hereby adjust the adjacent boundary lines between the THG Parcel, on the one side, and DOLL Parcel, on the other side, such that from and after the date of this Agreement, the East boundary line of THG Parcel and the West boundary line of the DOLL 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 DOLL any and all real property lying to the East of the COMMON BOUNDARY LINE, and DOLL hereby quitclaims to THG, any and all real property lying to the West 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 DOLL 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 DOLL 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 DOLL 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. *Survey file # 8493*
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.

7/26/24
Date

9/23/24
Date

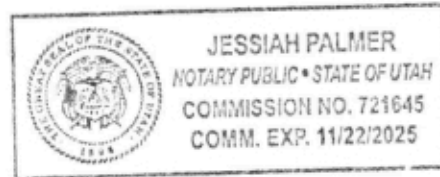

Its: Managing Partner
THG, LLC


James Doll

State of Utah)
: SS.
County of Davis)

The foregoing instrument was acknowledged before me this 11th day of July, 2024, by Phillip Holland, as Managing Partner of THG, LLC, a Utah Limited Liability Company.

Jessiah Palmer
Notary Public
My Commission Expires 11/22/2025
Residing in Kaysville Utah



State of Utah)
 : SS.
County of Davis)

On the 23 day of September, 2024, personally appeared before me James Doll, who duly acknowledged to me that she executed the same.

Katie Ortiz
Notary Public
My Commission Expires 10/25/2026
Residing in Roy UT

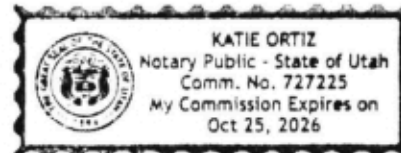


Exhibit A

To Boundary Line Agreement

(Legal Description of the THG, LLC Parcel)

PARCEL 2: (11-091-0094)

BEG AT A PT ON W'LY LINE OF ANGEL STR, SD PT ALSO BEING N 89°50'20" E 282.44 FT ALG SEC LINE & S 40° E 217.57 FT FR NE COR OF SEC 31-T4N-R1W, SLM; & RUN TH N 40°00" W 24, 14 FT, TH S 50° W 283.83 FT; TH S 40°00" E 293.03 FT TO FENCE LINE; TH N 52° E 125 FT ALG SD FENCE LINE; TH N 40° W 278.8 FT, TH N 50° E 159 FT TO THE POB.

LESS AND EXCEPTING:

BEGINING AT A POINT IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING LOCATED NORTH 89°58'20" EAST 282.44 FEET, SOUTH 40°00'00" EAST 193.88 FEET AND SOUTH 50°00'00" WEST 2.52 FEET FROM THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 29; AND RUNNING THENCE SOUTH 40°00'00" EAST 15.77 FEET; THENCE SOUTH 50°00'00" WEST 1.02 FEET; THENCE NORTH 39°54'15" WEST 15.77 FEET; THENCE NORTH 50°00'00" EAST 1.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3: (11-091-0095)

BEG S 89°54' E 223.46 FT & S 40° E 223.46 FT FR NE COR SEC 31-T4N-R1W, SLM: TH S 40° E 278.80 FT ALG W'LY LINE OF A ROAD; TH S 50° W 159 FT; TH N 40° W 278.8 FT; TH N 50° E 159 FT TO BEG.

LESS AND EXCEPTING:

BEGINING AT A POINT IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING LOCATED NORTH 89°58'20" EAST 282.44 FEET, SOUTH 40°00'00" EAST 193.88 FEET, SOUTH 50°00'00" WEST 2.52 FEET, AND SOUTH 40°00'00" EAST 15.77 FEET FROM THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 29; AND RUNNING THENCE SOUTH 40°00'00" EAST 278.8 FEET; THENCE SOUTH 50°00'00" WEST 1.49 FEET; THENCE NORTH 39°54'15" WEST 278.8 FEET; THENCE NORTH 50°00'00" EAST 1.02 FEET TO THE POINT OF BEGINNING.

Exhibit B

To Boundary Line Agreement

(Legal Description of the James Daniel Doll Parcel)

Parcel 1 (Tax Id No. 11-091-0049):

Beginning at a point North 40°02'32" West 41.99 feet from the Northeast corner of Jessica Meadows Subdivision, which point is North 89°58'20" East 282.59 feet along the section line, and South 40°02'32" East 650.27 feet along the West boundary of Angel Street from the Northwest corner of Section 32, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running thence South 50°33'54" West 32.35 feet; thence Southwesterly 70.13 feet along the arc of a 160.00 foot radius curve to the right (long chord bears South 63°07'16" West 69.57 feet from the beginning of the curve); thence South 75°40'38" West 62.95 feet; thence Southwesterly 56.38 feet along the arc of a 234.00 foot radius curve to the left (long chord bears South 68°56'20" West 56.27 feet); thence North 40°00'00" West 100.33 feet; thence North 52°00'00" East 51.04 feet; thence North 50°00'00" East 158.96 feet; thence South 40°02'32" East 202.04 feet along the West boundary of said Angel Street to the point of beginning.

Parcel 2 (Tax Id No. 11-091-0048):

Beginning at a point North 89°58'20" East 318.82 feet along the section line and South 40°02'32" East 671.32 feet along the center of Angel Street (a 66 foot wide road) and South 54°48'27" West 27.85 feet and South 70°08'11" West 297.70 feet and South 53°20'00" West 5.04 feet and North 40°00'00" West 7.69 feet from the Northwest corner of Section 32, Township 4 North, Range 1 West, Salt Lake Base and Meridian; said point being on the North line of property conveyed in Warranty Deed recorded July 27, 2006, as Entry No. 2187367, In Book 4084, at Page 283 and running thence North 40°00'00" West 95.95 feet along the East boundary of said Lot 517 of Kayscreek Estates Phase Five; thence North 52°00' East 74.48 feet; thence South 40°00'00" East 100.33 feet, more or less, to a point on the North line of property conveyed in said deed, which point is on the arc of a 234.00 foot radius curve to the left, thence Southwesterly along the arc of said curve 34.59 feet (long chord bears South 57°41'25" West 34.56 feet); thence South 53°24'12" West 40.25 feet to the point of beginning.

Exhibit C

To Boundary Line Agreement

(Legal Description of the COMMON BOUNDARY LINE)

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

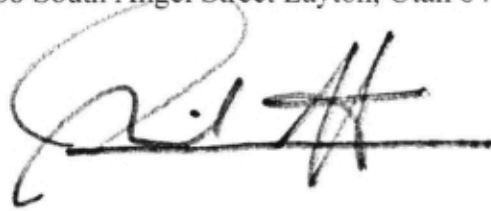
BEGINNING AT A POINT THAT IS NORTH 00°01'47" EAST ALONG THE QUARTER SECTION LINE 1401.07 FEET AND EAST 634.55 FEET FROM THE CENTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN **(WITH THE NAD83 ROTATION BEING 00°23'19" CLOCKWISE)**; AND RUNNING THENCE NORTH 00°06'48" WEST 104.99 FEET.

Exhibit D

To Boundary Line Agreement

(Preliminary Plans giving visual representation of new boundary line)

I, Phillip hereby certify that the entity known as **The Holland Group** is the same as **Holland Phillip Scott**, and any references to the Holland Group or THG in the boundary line agreement are synonymous with Philip Scott Holland in all business, legal, and personal contexts regarding the property located at 1068 South Angel-Street Layton, Utah 84041.


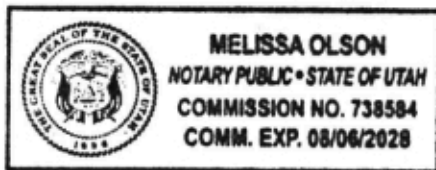


STATE OF UTAH)

ss.

COUNTY OF Davis)

The foregoing instrument was acknowledged before me this 2 day of October, 2024 by Phillip Holland as the Manager of HOLLAND PHILLIP SCOTT.



Notary Public