

When Recorded Return To:
City of Saratoga Springs
1307 N Commerce Drive, Suite 200
Saratoga Springs, UT 84045
Attn: Cindy LoPiccolo

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT (this "Agreement") is entered into to be effective as of the 16 day of December, 2020, by and among D.R. HORTON, INC., a Delaware corporation ("Horton"), whose address is 12351 South Gateway Park Place, Suite D100, Draper, Utah 84020, and City of Saratoga Springs, a municipal corporation of the State of Utah (referred to herein as "City"), whose address is 1307 N. Commerce Dr. #200, Saratoga Springs, UT 84045. Horton and City are sometimes referred to herein singularly as a "Party" and collectively as the "Parties" with respect to the following:

A. Horton own those certain parcels of real property (the "Horton Property") located in Saratoga Springs, Utah County, Utah, more particularly identified as Tax Parcel No. 58-036-0119.

B. City owns those certain parcels of real property (the "City Property") located in Saratoga Springs, Utah County, Utah, more particularly identified as Tax Parcel No. 58-036-0036.

C. The Horton Property and the City Property are contiguous. The Horton Property and the City Property are sometimes referred to herein singularly as a "Parcel" and collectively as the "Parcels."

D. The Parties are entering into this Agreement to establish the boundary lines between their respective Parcels in accordance with the terms of this Agreement as described on Exhibit A attached to this Agreement as the "Boundary Line". The approximate locations of Boundary Line is depicted on the "Drawing" attached to this Agreement as Exhibit B.

E. In conjunction with the preparation of this Agreement, an ALTA/NSPS Land Title Survey (the "Survey") was prepared that shows the location of the Horton Property and the City Property and the Boundary Line location between such Parcels requiring a boundary line agreement, which Survey was prepared by Chad A. Poulsen of LEI Consulting Engineers and Surveyors, Inc., a Utah corporation, and which Survey was filed with the Utah County Surveyor on March 1, 2019 as File No. 19-101.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual covenants and promises hereinafter set forth, the Parties agree as follows:

1. Accuracy of Recitals. The recitals set forth above are true, correct and complete in all material respects.

2. Boundary Line. Pursuant to Section 57-1-45 of the Utah Code, the Parties hereby covenant and agree that from and after the date of this Agreement that the Boundary Line between the Horton Property and the City Property shall follow the legal description which is more particularly described on Exhibit A attached hereto and made a part hereof, as set forth below. Each Party hereto shall have the right to enjoy its respective Parcel up to the Boundary Line.

(a) Boundary Line - To conform the legal descriptions of each of the Parcels to Boundary Line, (i) City hereby quitclaims to Horton any and all of City's right, title and interest in and to the real property lying east and south of and contiguous to Boundary Line as depicted on Exhibit B attached hereto; and (ii) Horton hereby quitclaims to City, any and all of Horton's right, title and interest in and to the real property lying west and north of and contiguous to Boundary Line, as depicted on Exhibit B attached hereto.

3. Integration; Modification. This Agreement contains the entire agreement between the Parties with respect to the matters set forth herein. This Agreement may be modified or amended only with the unanimous written agreement of the Parties, their successors and assigns.

4. Duration; Rights Run With the Land; Binding Effect. This Agreement and the Boundary Lines established hereby shall be perpetual. Each of the agreements and rights contained in this Agreement shall (i) inure to the benefit of and be binding upon the Parties and their respective successors, successors-in-title, heirs and assigns as to their respective Parcel, or any portion of their respective Parcel, each of whom shall be an intended beneficiary (whether third party or otherwise) of the rights and agreements granted hereunder; (ii) shall run with the land; and (iii) shall remain in full force and effect and shall be unaffected by any change in the ownership of, or any encumbrance, lien, judgment, easement, lease or other right affecting, the Parcels, or any portion of the Parcels, or any change of use, demolition, reconstruction, expansion or other circumstances.

5. Further Action. The Parties shall execute and deliver all documents, provide all information, and take or forebear from taking all action as may be necessary or appropriate to achieve the purpose of this Agreement.

6. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

7. Interpretation. The paragraph headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Agreement shall include the plural, and the use of the plural in this Agreement shall include the singular, where the context is otherwise appropriate.

8. Severability. In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant or other provision herein contained. If such condition, covenant or other provisions shall be deemed invalid due to its scope or breadth, such condition, covenant or other provision shall be deemed valid to the extent of the scope and breadth permitted by law.

9. Attorneys' Fees. In the event it becomes necessary for either Party or its successors and assigns to employ the service of an attorney in order to enforce such Party's rights under this Agreement with respect to the other Party hereto or its successors and assigns, either with or without litigation, the non-prevailing Party in such controversy shall pay to the prevailing Party reasonable attorneys' fees and, in addition, such costs and expenses as are incurred by the prevailing Party in enforcing such Party's rights under this Agreement.

IN WITNESS WHEREOF, this Boundary Line Agreement is executed to be effective as of the day and year first above written.


D.R. HORTON, INC.
a Delaware corporation

By: [Signature]
Name: Adam R. Loser
Title: Vice President

Attest:

CITY OF SARATOGA SPRINGS

[Signature]
City Recorder



[Signature]
Name: MARK CHRISTENSEN
Title: CITY MANAGER

STATE OF UTAH

: ss.

COUNTY OF Salt Lake

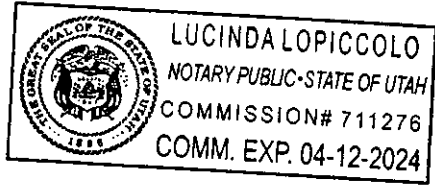
The foregoing instrument was acknowledged before me this 16 day of December, 2020, by Adam R. Loser, in such person's capacity as the Vice President of D.R. Horton, Inc., a Delaware corporation.

 **KRISEL P TRAVIS**
NOTARY PUBLIC • STATE OF UTAH
My Commission Expires January 31, 2023
COMMISSION NUMBER 704334

[Signature]
NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 16 day of DECEMBER 2020, by MARK CHRISTENSEN, in such person's capacity as the CITY MANAGER of the City of Saratoga Springs.



Lucinda Lo Piccolo
NOTARY PUBLIC

**EXHIBIT A
TO
BOUNDARY LINE AGREEMENT**

LEGAL DESCRIPTION OF THE BOUNDARY LINES

BOUNDARY LINE IS LOCATED IN UTAH COUNTY, UTAH, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PROPOSED BOUNDARY LINE AGREEMENT BETWEEN DR HORTON AND SARATOGA SPRINGS CITY

Located in the Southeast Quarter of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian, in Saratoga Springs, Utah.

Beginning at a fence corner and the southeast corner of that real property described in Deed Entry No. 117221.2013, being located N0°10'34"W along the Section Line 1021.25 feet and West 1989.92 feet from the Southeast Corner of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence along said real property and an existing fence line the following four (4) courses: N0°14'29"W 798.08 feet; thence N89°30'02"E 663.55 feet; thence N0°16'25"W 824.57 feet; thence N0°03'11"E 1.59 feet to the point of terminus from which the point of beginning bears S21°55'46"W 1757.14 feet.