

When Recorded Return To:  
PORTOFINO INVESTMENTS, LLC  
259 S. Riverbend Way  
North Salt Lake, UT 84054

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E 3404177 B 7811 P 120-126  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
07/29/2021 09:46 AM  
FEE \$40.00 Pgs: 7  
DEP RT REC'D FOR WOODS CROSS CITY

### BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT (this "Agreement") is entered into to be effective as of the 14<sup>th</sup> day of June, 2021, by and among Portofino Investments, LLC, a Utah limited liability company ("Portofino"), whose address is 259 S. Riverbend Way, Ste 102, North Salt Lake, UT 84054, and 1474 West Refinery LLC (referred to herein as "REFINERY"), whose address is 1474 W 1500 SOUTH, Woods Cross City, 84087. Portofino and REFINERY are sometimes referred to herein singularly as a "Party" and collectively as the "Parties" with respect to the following:

A. Portofino owns a parcel of real property (the "Portofino Property") located in Woods Cross City, Davis County, Utah, more particularly identified as Tax Parcel No. 06-076-0059.

B. 1474 West Refinery LLC owns a certain parcel of real property (the "REFINERY") located in Woods Cross City, Davis County, Utah, more particularly identified as Tax Parcel No. 06-076-0048.

C. The Portofino Property and the REFINERY are separated by an unclaimed gap between their respective parcels and have previously agreed in a letter of intent to split said gap equally.

D. The Portofino portion of the above referenced gap was incorporated into a new sub-division plat and incorporated into parcel 06-076-0059; while, the REFINERY portion of the gap is shown in Exhibit B of this document and contains 704 square feet.

E. The Parties are entering into this Agreement to establish the boundary line between their respective Parcels in accordance with the terms of this Agreement. The new boundary lines between the parcels are identified by the deed calls shown in Exhibit B of: N 88°37'52" E 9.28 and N 27° 02' 40" W 85.58.

F. In conjunction with the preparation of this Agreement, a Quit Claim Deed was prepared that shows the location of the Portofino Property and the REFINERY Property together with the agreed upon boundary line, which Survey was prepared by CIR Civil Engineering and Surveying.

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 Lines.** 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 the Boundary Line (referred to herein as the "Boundary Line") between the Portofino Property and the REFINERY 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 the Boundary Line, (i) PORTOFINO hereby quitclaims to REFINERY any and all of Portofino's right, title and interest in and to the real property lying northeasterly of and contiguous to the Boundary Line as depicted on Exhibit B attached hereto; and (ii) REFINERY hereby quitclaims to Portofino, any and all of REFINERY's right, title and interest in and to the real property lying southwesterly of and contiguous to the 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.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, by facsimile transmission, by email or otherwise, shall be deemed an original, but all of which shall together constitute one and the same instrument.

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

**PORTOFINO, LLC.**  
Utah limited liability company

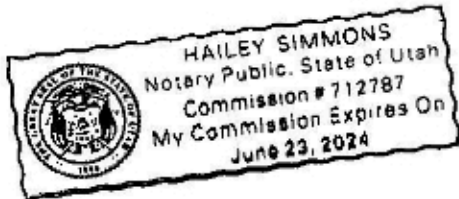
By:   
Name: Tom Sturt  
Title: Manager

**1474 West REFINERY LLC**

By:   
Name: Andy Rawls  
Title: Manager

STATE OF UTAH )  
 ) : ss.  
COUNTY OF Davis )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of June, 2021, by Tom Stuart, in such person's capacity as the Manager of Portofino, LLC., a Utah limited liability company.



[Signature]  
NOTARY PUBLIC

STATE OF UTAH )  
 ) : ss.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of June, 2021, by Andy Rentro, in such person's capacity as the Manager of Ill.



Jeanette C Watkins  
NOTARY PUBLIC

**EXHIBIT A  
TO  
BOUNDARY LINE AGREEMENT**

**LEGAL DESCRIPTION OF THE BOUNDARY LINES**

**Parcel 3**

A parcel of land located in the Southwest Quarter of Section 26, Township 2 North, Range 1 West, Salt Lake Base and Meridian and described as follows:

**Beginning** at the southwesterly corner of Lot 520, Argyle Acres Phase 5 recorded August 30, 2002 in Book 3116, at Page 2524 in the Office of the Davis County Recorder, which is 1778.79 feet S. 89°56'39" E. along the Quarter Section line and 644.25 feet South from the West Quarter Corner of said Section 26; thence S. 26°48'39" E. 85.71 feet; thence S. 89°41'38" W. 9.03 feet; thence N. 27°02'40" W. 85.58 feet; thence N. 88°37'52" E. 9.28 feet to the **Point of Beginning**.

The above-described access easement contains 702 sq ft. in area or 0.016 acre, more or less.

**EXHIBIT "B":** By this reference, made a part hereof.

**BASIS OF BEARING** S. 89°56'39" E. along the Section line between the West Quarter Corner and East Quarter Corner of said Section 26, Township 2 North, Range 1 West, Salt Lake Base and Meridian.

**NAD83 = S 89°36'25"E**

### EXHIBIT B TO BOUNDARY LINE AGREEMENT

