

40/7

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

E 3404178 B 7811 P 127-133
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 8th 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 MICHAEL THOMAS MATTHEWS (referred to herein as "Matthews Family"), whose address is 1544 West 1300 South, Woods Cross City, 84087. Portofino and Matthews Family 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. Matthews Family owns a certain parcel of real property (the "Matthews Family Property") located in Woods Cross City, Davis County, Utah, more particularly identified as Tax Parcel No. 06-218-0519.

C. The Portofino Property and the Matthews Family Property 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 Matthew Family portion of the gap is shown in Exhibit B of this document and contains 859 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 62° 43' 21" E 9.27 and N 27° 02' 40" W 94.1.

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 Matthews Family 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 Matthews Family 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 Michael Thomas Matthew 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) Michael Thomas Matthews hereby quitclaims to Portofino, any and all of Michael Thomas Matthew'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.

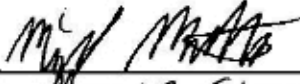
10. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, by facsimile transmission, by email or otherwise, shall be deemed an original, but all of which shall together constitute one and the same instrument.

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 Stuart
Title: Manager

Michael Thomas Matthews

By: 
Name: MICHAEL THOMAS MATTHEWS
Title: OWNER

STATE OF UTAH)
 : ss.
COUNTY OF Davis)

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





NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF Davis)

The foregoing instrument was acknowledged before me this 8th day of June, 2020, by Michael Thomas Matthews, in such person's capacity as the owner of Michael Thomas Matthews.





NOTARY PUBLIC

**EXHIBIT A
TO
BOUNDARY LINE AGREEMENT**

LEGAL DESCRIPTION OF THE BOUNDARY LINES

An 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 northwesterly corner of Lot 519, Argyle Acres Phase 5 recorded August 30, 2002 in Book 3116, at Page 2524 in the Office of the Davis County Recorder, which is 1679.27 feet S. 89°56'39" E. along the Quarter Section line and 447.43 feet South from the West Quarter Corner of said Section 26; thence S. 26°48'39" E. 95.24 feet along the westerly line of said Lot 519 to the southwesterly corner of said Lot 519; thence S. 70°02'10" W. 8.95 feet along a westerly extension of the southerly line of said Lot 519; thence N. 27°02'40" W. 94.10 feet; thence N. 62°43'21" E. 9.27 feet to the **Point of Beginning**.

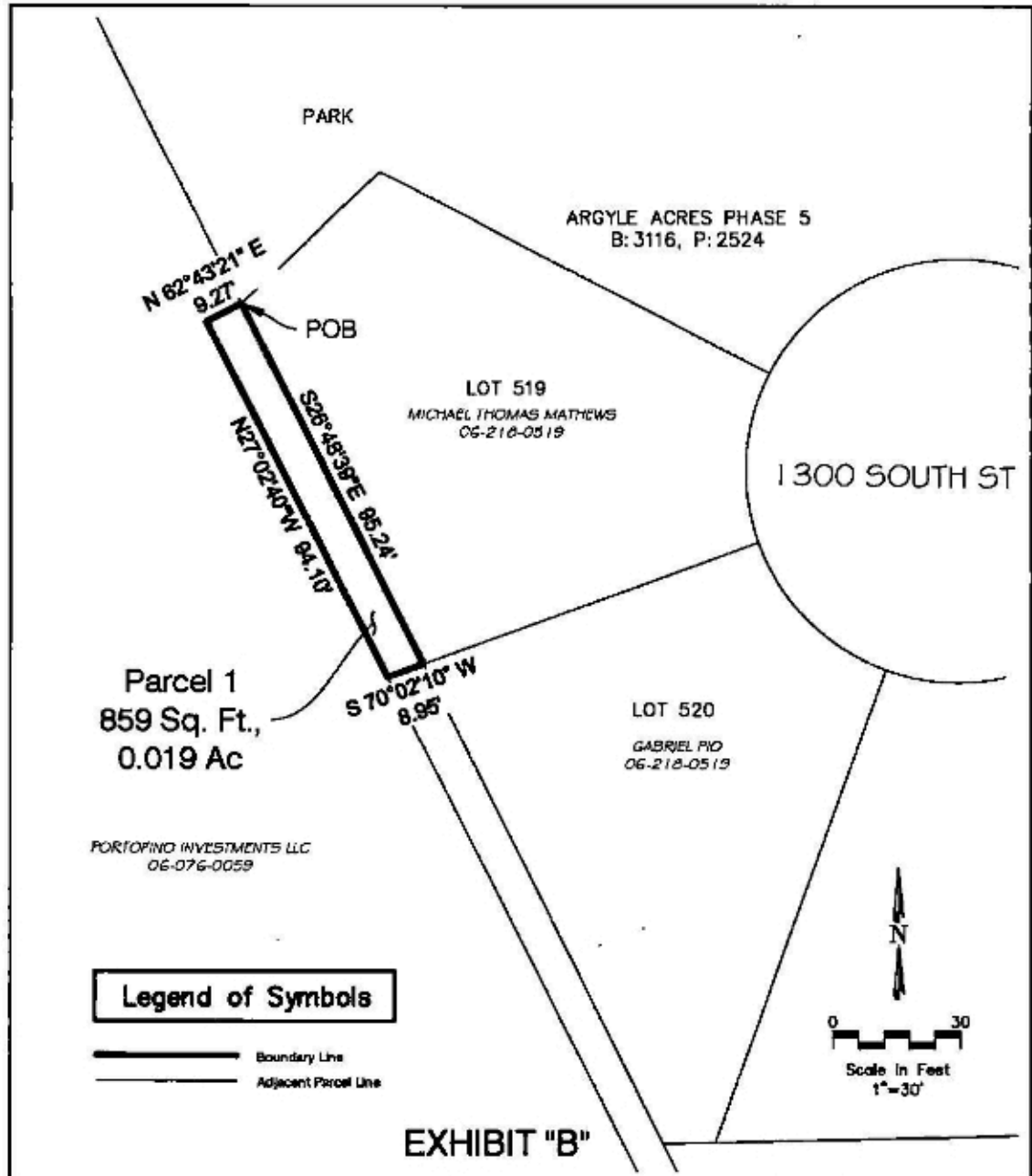
The above-described access easement contains 859 sq ft. in area or 0.019 acre, more or less.

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 = 589°36'25"E

**EXHIBIT B
TO
BOUNDARY LINE AGREEMENT**



<p>Quit Claim Deed Lot 519, Argyle Acres Phase 5</p>	<p>PREPARED BY:</p>
<p>Assessor Parcel No: 06-218-0519</p>	<p>CIR CIVIL ENGINEERING + SURVEYING 3032 South 1030 West, Suite 202, Salt Lake City, Utah 84119</p>
<p>Located in the Southwest Quarter Sec. 26, T.2N., R.1W., S.L.B.&M.</p>	<p>May 21, 2021 Page 2 of 2</p>