

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

E 3404180 B 7811 P 142-147  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
07/29/2021 09:45 AM  
FEE \$40.00 Pgs: 6  
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 20<sup>th</sup> day of July, 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 Woods Cross City Corporation (referred to herein as "Woods Cross City"), whose address is 1555 South 800 West, Woods Cross City, 84087. Portofino and Woods Cross 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. Woods Cross owns a certain parcel of real property (the "Woods Cross Property") located in Woods Cross City, Davis County, Utah, more particularly identified as Tax Parcel No. 06-218-0545. ✓

C. The Portofino Property and the Woods Cross City Property are contiguous. The Portofino Property and the Woods Cross 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 sub-division plan show in Exhibit A.

E. In conjunction with the preparation of this Agreement, sub-division plat was created 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 Woods Cross 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 the Boundary Line, (i) PORTOFINO hereby quitclaims to Woods Cross City 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 in the sub-division plat in Exhibit A attached hereto; and (ii) Woods Cross City hereby quitclaims to Portofino, any and all of Woods Cross City's right, title and interest in and to the real property lying southwesterly of and contiguous to the Boundary Line, as depicted on Exhibit A 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.

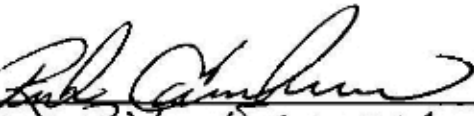
10. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, by facsimile transmission, by email or otherwise, shall be deemed an original, but all of which shall together constitute one and the same instrument.

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

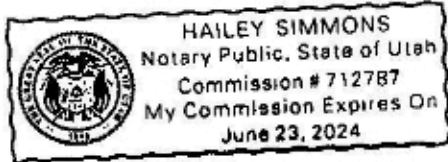
By:   
Name: TOM STUART  
Title: MANAGER

**WOODS CROSS CITY CORPORATION**

By:   
Name: Rich. DAMSCHAW  
Title: Mayor

STATE OF UTAH            )  
  : ss.  
COUNTY OF Davis        )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of July, 2021, by Hailey Simmons, in such person's capacity as the Tom Stuart of Portofino, LLC., a Utah limited liability company.



[Signature]  
NOTARY PUBLIC

STATE OF UTAH            )  
  : ss.  
COUNTY OF Davis        )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of July, 2021, by Rick Earnshaw, in such person's capacity as the Mayor of Woods Cross City Corporation.



[Signature]  
NOTARY PUBLIC

# EXHIBIT 'A'

3404180  
BK 7811 PG 147

## Boundary Description

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 northeasterly corner of A.A. Summit Commercial Subdivision recorded October 9, 2003 as Entry No. 1920070 in Book 3392, at Page 892 in the Office of said Recorder, which is S. 89°56'39" E. 602.77 feet along the Quarter Section line from the West Quarter corner of said Section 26; thence S. 89°56'39" E. 850.27 feet to the westerly line of Argyle Acres Phase V Subdivision recorded August 30, 2002 as Entry No. 3731-1 in Book 3116 Page 2524 in the Office of the Davis County Recorder; thence S. 26°48'39" E. 501.57 feet along westerly line of said Argyle Acres Phase V Subdivision to the westerly corner of Lot 519; thence S. 62°43'21" W. 9.27 feet; thence S. 27°02'40" E. 302.16 feet; thence N. 89°41'38" W. 785.06 feet; thence S. 28°55'21" W. 45.57 feet; thence N. 89°41'38" W. 145.42 feet; thence S. 00°15'20" W. 196.23 feet; thence N. 89°58'24" W. 162.53 feet; thence N. 00°05'20" E. 3.28 feet; thence South 89°53'00" West 621.34 feet to the Easterly right of way line of Redwood Road; thence North 00°19'07" West along said Easterly right of way line, 137.42 feet; thence South 89°56'39" East 535.51 feet to the southeasterly corner of said A.A. Summit Subdivision; thence North 00°13'19" West 814.00 feet along the easterly line of said A.A. Summit Subdivision to the **Point of Beginning**.

**Basis of Bearing**=NAD 83 Utah North.    **S 89° 36' 25" E**

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.