



ENT 200069:2021 PG 1 of 9
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Nov 30 3:57 pm FEE 0.00 BY SA
RECORDED FOR SARATOGA SPRINGS CITY

When Recorded Return To:
City of Saratoga Springs
1307 N. Commerce Drive, Suite 200
Saratoga Springs, UT 84045
Attention: City Recorder Office

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT (this “Agreement”) is entered into to be effective as of the 23 day of November, 2021, by and among CLIFF LAKE, LLC, a Utah limited liability company (“Cliff”), whose address is 791 North 100 East, Lehi, Uta 84043, CITY OF SARATOGA SPRINGS, a municipal corporation of the State of Utah (referred to herein as “City”), whose address is 1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045. Cliff and City are sometimes referred to herein singularly as a “Party” and collectively as the “Parties” with respect to the following:

A. Cliff owns that certain real property (the “Cliff Parcel”) located in Saratoga Springs, Utah County, Utah, more particularly identified as Tax Parcel No. 58-036-0143 The legal description of the Cliff Parcel is set forth in Exhibit A attached hereto and incorporated herein by this reference.

B. City owns certain real property (the “City Parcel”) located in Saratoga Springs, Utah County, Utah, more particularly identified as Tax Parcel No. 58:036:0148 The legal description of the City Parcel is set forth in Exhibit B attached hereto and incorporated herein by this reference

C. The Cliff Parcel and the City Parcel are contiguous.

D. The Parties are entering into this Agreement to adjust the boundary line between the Cliff Parcel and the City Parcel in accordance with the terms of this Agreement. The legal description of the adjusted and agreed upon boundary line (the “Adjusted Boundary Line”) is set forth in Exhibit C attached hereto and incorporated by this reference. The legal description of the Cliff Parcel after the Adjusted Boundary Line becomes effective is set forth in Exhibit D attached hereto and incorporated by this reference (the “Adjusted Cliff Parcel”). The legal description of the City Parcel after the Adjusted Boundary Line becomes effective is set forth in Exhibit E attached hereto and incorporated by this reference (the “Adjusted City Parcel”). The Cliff Parcel, the Adjusted Cliff Parcel, the City Parcel and the Adjusted City Parcel are sometimes referred to herein singularly as a “Parcel” and collectively as the “Parcels.”

E. As of the date of this Agreement, neither the Cliff Parcel nor the City Parcel is a platted lot.

F. In conjunction with the preparation of this Agreement, and pursuant to Section 17-23-17 of the Utah Code, a survey (the “Survey”) was prepared that shows the location of the Cliff

Parcel, the City Parcel, the Adjusted Boundary Line, the Adjusted Cliff Parcel and the Adjusted City Parcel, which Survey was prepared by Chad A. Poulsen of LEI Engineering, 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. Adjusted Boundary Line. Pursuant to Section 57-1-45 and Section 10-9a-524 of the Utah Code, the Parties hereby covenant and agree that from and after the date of this Agreement the boundary line between the Cliff Parcel and the City Parcel is adjusted to be the Adjusted Boundary Line. As the result of such adjustment to the Adjusted Boundary Line, the legal description of the Cliff Parcel is hereby adjusted to be the legal description of the Adjusted Cliff Parcel, and the legal description of the City Parcel is hereby adjusted to be the legal description of the Adjusted City Parcel. To conform the legal descriptions of the Cliff Parcel and the City Parcel to the Adjusted Boundary Line, (a) Cliff hereby quitclaims to City any and all of Cliff's right, title and interest in and to the Adjusted City Parcel, and (b) City hereby quitclaims to Cliff any and all of City's right, title and interest in and to the Adjusted Cliff Parcel.

3. Duration; Rights Run With the Land; Binding Effect. This Agreement and the Adjusted Boundary Line 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 Adjusted Cliff Parcel or the Adjusted City Parcel, or any portion thereof, or any change of use, demolition, reconstruction, expansion or other circumstances.

4. 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.

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.

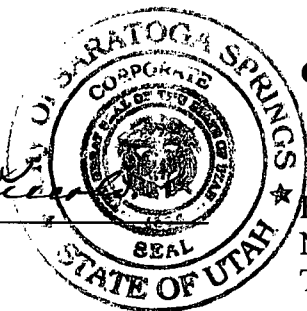
10. Counterparts. This Agreement may be executed and acknowledged in any number of counterparts, each of which, when executed, acknowledged and delivered, shall be deemed an original, but all of which shall together constitute one and the same instrument.

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

CLIFF LAKE, LLC,
a Utah limited liability company

By: *Keith Lindstrom*
Name: *Keith Lindstrom*
Title: *Manager*

Attest:



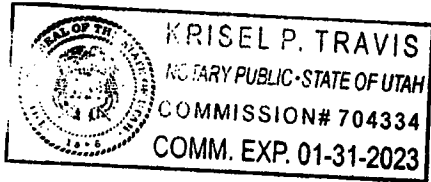
CITY OF SARATOGA SPRINGS

Cindy Holman
City Recorder

By: *Mark Christensen*
Name: *MARK CHRISTENSEN*
Title: *CITY MANAGER*

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

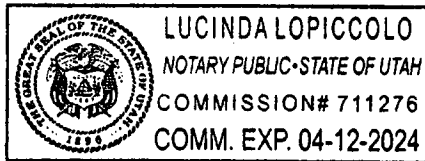
The foregoing instrument was acknowledged before me this 23 day of November, 2021, by Keith Lindstrom, in such person's capacity as the Manager of Cliff Lake, LLC, a Utah limited liability company.



Krisel P. Travis
NOTARY PUBLIC

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

The foregoing instrument was acknowledged before me this 23 day of NOVEMBER, 2021, by MARK CHRISTENSEN, in such person's capacity as the CITY MANAGER of City of Saratoga Springs.



Lucinda Lopiccilo
NOTARY PUBLIC

**EXHIBIT A
TO
BOUNDARY LINE AGREEMENT**

LEGAL DESCRIPTION OF THE CLIFF PARCEL

A tract of land, being all of and part of an entire parcel of land, situate in the SE1/4 NW1/4, and the SW1/4 NE1/4 of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said tracts of land are described as follows:

Beginning at the southwest corner of said entire tract said point being 1615.44 feet East and 14.95 feet North from the West Quarter corner of said Section 24; and running the following six (6) courses and distances along the westerly boundary line of said entire tract: (1) N06°18'05"W 87.07 feet; (2) thence N05°18'53"W 450.45 feet; (3) thence N06°29'42"W 113.14 feet; (4) thence N06°29'41"W 178.05 feet; (5) thence S89°28'44"W 7.94 feet; (6) thence N07°18'50"W 170.48 feet; thence N89°42'35"E 2586.17 feet to a point on the easterly boundary line of said entire tract; thence S00°01'30"W 977.85 feet along said easterly boundary line to the southeast corner of said entire tract; thence the following three (3) courses and distances along said southerly boundary line of said entire tract (1) S89°52'40"W 1318.75 feet; (2) thence S00°02'07"E 15.16 feet to the northeast corner of that Utah County Parcel Recorded as Entry No. 31205:2018; (3) thence S89°28'12"W 1153.17 feet along the northerly boundary of said Utah County Parcel to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

**EXHIBIT B
TO
BOUNDARY LINE AGREEMENT**

LEGAL DESCRIPTION OF THE CITY PARCEL

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N0°10'34"W ALONG THE SECTION LINE 1825.11 FEET AND WEST 1327.29 FEET FROM THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE ALONG THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 117221:2013 AND AN EXISTING FENCE LINE THE FOLLOWING TWO (2) COURSES:; THENCE S89°30'02"W 663.55 FEET; THENCE S0°14'29"E 798.08 FEET; THENCE S89°45'14"W ALONG AN EXISTING FENCE LINE AND THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID REAL PROPERTY 668.11 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST; THENCE N0°07'43"W ALONG THE QUARTER SECTION LINE AND AN EXISTING FENCE LINE 719.32 FEET TO A POINT ON THE EAST LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 93604:2009; THENCE N0°03'19"W ALONG SAID EAST LINE AND AN EXISTING FENCE LINE 904.76 FEET TO A FENCE CORNER; THENCE N89°43'24"E ALONG AN EXISTING FENCE LINE 1326.83 FEET; THENCE S0°16'25"E 823.77 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT A POINT LOCATED N0°10'34"W ALONG THE SECTION LINE 1966.70 FEET AND WEST 1961.00 FEET FROM THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE S0°14'14"E 136.40 FEET; THENCE S89°45'46"W 70.00 FEET; THENCE N0°14'14"W 136.40 FEET; THENCE N89°45'46"E 70.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±37.18 ACRES

1,1619,774 SQ.FT.

**EXHIBIT C
TO
BOUNDARY LINE AGREEMENT**

LEGAL DESCRIPTION OF THE ADJUSTED BOUNDARY LINE

LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SARATOGA SPRINGS, UTAH COUNTY, UTAH, AS SURVEYED AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FENCE CORNER IN THE WEST LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 117221:2013 LOCATED $S0^{\circ}10'34''E$ ALONG THE SECTION LINE 2.40 FEET AND WEST 1328.69 FEET FROM THE EAST 1/4 CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE $S89^{\circ}43'24''W$ ALONG AN EXISTING FENCE LINE 1326.83 FEET TO THE POINT OF TERMINUS FROM WHICH THE EAST 1/4 CORNER OF SAID SECTION 24 BEARS $N89^{\circ}48'36''E$ 2655.51 FEET.

**EXHIBIT D
TO
BOUNDARY LINE AGREEMENT**

LEGAL DESCRIPTION OF THE ADJUSTED CLIFF PARCEL

LOCATED IN THE NORTHEAST QUARTER AND NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SARATOGA SPRINGS, UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FENCE CORNER IN THE WEST LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 117221:2013 LOCATED S0°10'34"E ALONG THE SECTION LINE 2.40 FEET AND WEST 1328.69 FEET FROM THE EAST 1/4 CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE ALONG AN EXISTING FENCE LINE THE FOLLOWING TWO (2) COURSES: S89°43'24"W 1326.83 FEET; THENCE S00°03'19"E 15.71 FEET TO THE NORTHEAST CORNER OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 31205:2018 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER; THENCE S89°28'12"W ALONG SAID REAL PROPERTY 1153.18 FEET TO THE SOUTHWEST CORNER OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 143155:2020 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER; THENCE ALONG SAID REAL PROPERTY THE FOLLOWING SEVEN (7) COURSES: N06°18'05"W 87.07 FEET; THENCE N05°18'53"W 450.45 FEET; THENCE N06°29'42"W 113.14 FEET; THENCE N06°29'41"W 178.05 FEET; THENCE S89°28'44"W 7.94 FEET; THENCE N07°18'50"W 170.48 FEET; THENCE N89°42'35"E 2591.59 FEET TO THE WEST LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 43013:2021 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER; THENCE S00°08'11"E ALONG SAID REAL PROPERTY 322.85 FEET TO THE NORTHWEST CORNER OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 131266:2019 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER; THENCE ALONG SAID REAL PROPERTY AND AN EXISTING FENCE LINE THE FOLLOWING FOUR (4) COURSES: S00°04'00"E 463.54 FEET; THENCE EAST 1.10 FEET; THENCE S00°03'11"W 186.55 FEET; THENCE S00°16'25"E 0.80 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±57.05 ACRES

±2,485,124 SQ. FT.

**EXHIBIT E
TO
BOUNDARY LINE AGREEMENT**

LEGAL DESCRIPTION OF THE ADJUSTED CITY PARCEL

The Adjusted City Parcel is located in Utah County, Utah and is more particularly described as follows:

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N0°10'34"W ALONG THE SECTION LINE 1825.11 FEET AND WEST 1327.29 FEET FROM THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE ALONG THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 117221:2013 AND AN EXISTING FENCE LINE THE FOLLOWING TWO (2) COURSES; THENCE S89°30'02"W 663.55 FEET; THENCE S0°14'29"E 798.08 FEET; THENCE S89°45'14"W ALONG AN EXISTING FENCE LINE AND THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID REAL PROPERTY 668.11 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST; THENCE N0°07'43"W ALONG THE QUARTER SECTION LINE AND AN EXISTING FENCE LINE 719.32 FEET TO A POINT ON THE EAST LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 93604:2009; THENCE N0°03'19"W ALONG SAID EAST LINE AND AN EXISTING FENCE LINE 904.76 FEET TO A FENCE CORNER; THENCE N89°43'24"E ALONG AN EXISTING FENCE LINE 1326.83 FEET; THENCE S0°16'25"E 823.77 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT A POINT LOCATED N0°10'34"W ALONG THE SECTION LINE 1966.70 FEET AND WEST 1961.00 FEET FROM THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE S0°14'14"E 136.40 FEET; THENCE S89°45'46"W 70.00 FEET; THENCE N0°14'14"W 136.40 FEET; THENCE N89°45'46"E 70.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±37.18 ACRES
1,1619,774 SQ.FT.