



ENT 200072:2021 PG 1 of 9
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Nov 30 4:00 pm FEE 0.00 BY SA
RECORDED FOR SARATOGA SPRINGS CITY

When Recorded Return To:
D.R. Horton, Inc.
12351 South Gateway Park Place, Suite D100
Draper, Utah 84020
Attention: Krisel Travis

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT (this "Agreement") is entered into to be effective as of the 19 day of November, 2021, 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 North Commerce Drive, Suite 200, Saratoga Springs, Utah 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 owns that certain real property (the "Horton Parcel") located in Saratoga Springs, Utah County, Utah, more particularly identified as Tax Parcel No. 58-036-0160. The legal description of the Horton Parcel is set forth in Exhibit A attached hereto and incorporated herein by this reference.

B. City owns that certain real property (the "City Parcel") located in Saratoga Springs, Utah County, Utah, more particularly identified as Tax Parcel No. 58-036-0042. The legal description of the City Parcel is set forth in Exhibit B attached hereto and incorporated herein by this reference

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

D. The Parties are entering into this Agreement to adjust the boundary line between the Horton 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 Horton Parcel after the Adjusted Boundary Line becomes effective is set forth in Exhibit D attached hereto and incorporated by this reference (the "Adjusted Horton 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 Horton Parcel, the Adjusted Horton 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 Horton 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 Horton Parcel, the City Parcel, the Adjusted Boundary Line, the Adjusted Horton Parcel and the Adjusted

City Parcel, which Survey was prepared by Chad A. Poulson of LEI Engineering, and which Survey was filed with the Utah County Surveyor on March 1, 2019, as File No. 19-100.

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 Horton 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 Horton Parcel is hereby adjusted to be the legal description of the Adjusted Horton 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 Horton Parcel and the City Parcel to the Adjusted Boundary Line, (a) Horton hereby quitclaims to City any and all of Horton's right, title and interest in and to the Adjusted City Parcel, and (b) City hereby quitclaims to Horton any and all of City's right, title and interest in and to the Adjusted Horton 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 Horton 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.

D.R. HORTON, INC.
a Delaware corporation

By: *Adam R. Loser*
Name: Adam R. Loser
Title: Vice President

Attest:

CITY OF SARATOGA SPRINGS,
a political subdivision of the State of Utah

Cindy Soler
City Recorder



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

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

The foregoing instrument was acknowledged before me this 19 day of November, 2021, by Adam R. Loser, in such person's capacity as the Vice President of D.R. Horton, Inc., a Delaware corporation.

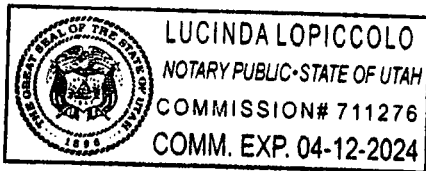


[Handwritten Signature]

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.



[Handwritten Signature]

NOTARY PUBLIC

**EXHIBIT A
TO
BOUNDARY LINE AGREEMENT**

LEGAL DESCRIPTION OF THE HORTON PARCEL

A portion of the Southeast Quarter and Northeast Quarter of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian, located in Saratoga Springs, Utah, described as follows:

Beginning at a point on the north line of NORTSHORE PLAT E-2 subdivision, said point being located N00°10'34"W along the Section Line 1878.59 feet and West 1202.38 feet from the Southeast Corner of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence along the boundary of said subdivision the following two (2) courses: S89°49'32"W 117.58 feet; thence S00°10'28"E 56.03 feet to the north line of PARCEL B, MCLACHLAN SARATOGA subdivision; thence along the boundary of said Parcel B the following two (2) courses: S89°43'36"W 7.33 feet; thence S00°18'40"E 136.49 feet; thence S00°10'28"E 132.31 feet to the north line of NORTSHORE PLAT F-2 subdivision; thence along the boundary of said subdivision the following four (4) courses: S89°51'16"W 552.61 feet; thence along the arc of a curve to the right 18.83 feet with a radius of 12.00 feet through a central angle of 89°54'30", chord: N45°11'29"W 16.96 feet; thence N00°14'14"W 8.94 feet; thence S89°45'45"W 98.97 feet to the east line of SARATOGA TRADE subdivision; thence along the boundary of said subdivision the following three (3) courses: N00°14'29"W 246.88 feet; thence N89°30'02"E 663.55 feet; thence N00°16'25"W 824.57 feet to a point on the west line of that real property described in Deed Entry No. 11221:2013; thence N00°03'11"E along said real property and an existing fence line 186.55 feet to the south line of that real property described in Deed Entry No. 11728:2013; thence along said real property the following two (2) courses: West 1.10 feet; thence N00°04'00"W 463.54 feet to the westerly extension of the south line of that real property described in Deed Entry No. 109533:2015; thence along said real property the following three (3) courses: thence N89°59'55"E 60.23 feet; thence N00°08'11"W 281.16 feet; thence N89°59'55"E 309.96 feet to the northwest corner of PARCEL A, MCLACHLAN SARATOGA subdivision; thence along the boundary of said Parcel A the following five (5) courses: S00°47'40"E 61.93 feet; thence S89°12'20"W 4.71 feet; thence South 613.48 feet; thence S59°10'24"E 259.31 feet; thence S55°07'14"E 15.40 feet to the northerly line of Northshore Drive as defined on the official plat of NORTSHORE PLAT B-3 subdivision; thence along the northerly line of Northshore Drive as defined on the official plat of NORTSHORE PLAT B-3 subdivision and NORTSHORE PLAT D-3 road dedication plat the following seven (7) courses: S33°10'57"W 527.59 feet; thence along the arc of a curve to the left 8.59 feet with a radius of 1044.50 feet through a central angle of 00°28'17", chord: S32°56'48"W 8.59 feet; thence along the arc of a curve to the right 17.56 feet with a radius of 12.00 feet through a central angle of 83°49'55", chord: S74°37'38"W 16.03 feet; thence along the arc of a curve to the left 8.22 feet with a radius of 229.50 feet through a central angle of 02°03'11", chord: N64°29'00"W 8.22 feet; thence S24°29'24"W 59.00 feet; thence along the arc of a non-tangent curve to the right 19.63 feet with a radius of 12.00 feet through a central angle of 93°42'09", chord: S18°39'31"E 17.51 feet; thence along the arc of a curve to the left 356.57 feet with a radius of 1044.50 feet through a central angle of 19°33'34", chord: S18°24'47"W 354.84 feet to the north line of PARCEL B, MCLACHLAN SARATOGA subdivision; thence along the boundary of said Parcel B the following three (3) courses: N81°50'47"W 1.33 feet; thence S89°43'36"W 22.40 feet; thence S00°16'24"E 28.82 feet to the point of beginning.

Contains: ±17.62 Acres ±767,330 Sq. Ft

LESS AND EXCEPTING THEREFROM THE FOLLOW DESCRIBED PARCELS OWNED BY SARATOGA SPRINGS CITY:

Beginning at a point located 1,104.90 feet West and 2,264.96 feet South, from the Northeast Corner of Section 24, Township 5 South, Range 1 West, SLB&M to the POINT OF BEGINNING running: thence West a distance of 200.00 feet; thence South a distance of 200.00 feet; thence East a distance of 200.00 feet; thence North a distance of 200.00 feet to said POINT OF BEGINNING.

Contains: ±40,000 Sq. Ft.

Net Area Contains: ±16.70 Acres

**EXHIBIT B
TO
BOUNDARY LINE AGREEMENT**

LEGAL DESCRIPTION OF THE CITY PARCEL

Beginning at a point located 1,104.90 feet West and 2,264.96 feet South, from the Northeast Corner of Section 24, Township 5 South, Range 1 West, SLB&M to the POINT OF BEGINNING running: thence West a distance of 200.00 feet; thence South a distance of 200.00 feet; thence East a distance of 200.00 feet; thence North a distance of 200.00 feet to said POINT OF BEGINNING.

Contains: ±40,000 Sq. Ft.

**EXHIBIT C
TO
BOUNDARY LINE AGREEMENT**

LEGAL DESCRIPTION OF THE ADJUSTED BOUNDARY LINE

A portion of the Northeast Quarter of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian, located in Saratoga Springs, Utah, described as follows:

Beginning at a point located N00°08'33"W along the Section Line 184.95 feet and West 1328.05 feet from the East 1/4 Corner of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence East 200.98 feet; thence North 197.83 feet; thence West 202.31 feet to the point of terminus from which the point of beginning bears S00°23'10"E 197.83 feet.

**EXHIBIT D
TO
BOUNDARY LINE AGREEMENT**

LEGAL DESCRIPTION OF THE ADJUSTED HORTON PARCEL

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

A portion of the Southeast Quarter and Northeast Quarter of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian, located in Saratoga Springs, Utah, described as follows:

Beginning at a point on the north line of NORTHSHORE PLAT E-2 subdivision, said point being located N00°10'34"W along the Section Line 1878.59 feet and West 1202.38 feet from the Southeast Corner of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence along the boundary of said subdivision the following two (2) courses: S89°49'32"W 117.58 feet; thence S00°10'28"E 56.03 feet to the north line of PARCEL B, MCLACHLAN SARATOGA subdivision; thence along the boundary of said Parcel B the following two (2) courses: S89°43'36"W 7.33 feet; thence S00°18'40"E 136.49 feet; thence S00°10'28"E 132.31 feet to the north line of NORTHSHORE PLAT F-2 subdivision; thence along the boundary of said subdivision the following four (4) courses: S89°51'16"W 552.61 feet; thence along the arc of a curve to the right 18.83 feet with a radius of 12.00 feet through a central angle of 89°54'30", chord: N45°11'29"W 16.96 feet; thence N00°14'14"W 8.94 feet; thence S89°45'45"W 98.97 feet to the east line of SARATOGA TRADE subdivision; thence along the boundary of said subdivision the following three (3) courses: N00°14'29"W 246.88 feet; thence N89°30'02"E 663.55 feet; thence N00°16'25"W 824.57 feet to a point on the west line of that real property described in Deed Entry No. 11221:2013; thence N00°03'11"E along said real property and an existing fence line 186.55 feet to the south line of that real property described in Deed Entry No. 11728:2013; thence East 200.98 feet; thence North 197.83 feet; thence West 202.31 feet to the west line of that real property described in Deed Entry No. 11728:2013; thence N00°04'00"W along said real property and an existing fence line 265.71 feet to the westerly extension of the south line of that real property described in Deed Entry No. 109533:2015; thence along said real property the following three (3) courses: thence N89°59'55"E 60.23 feet; thence N00°08'11"W 281.16 feet; thence N89°59'55"E 309.96 feet to the northwest corner of PARCEL A, MCLACHLAN SARATOGA subdivision; thence along the boundary of said Parcel A the following five (5) courses: S00°47'40"E 61.93 feet; thence S89°12'20"W 4.71 feet; thence South 613.48 feet; thence S59°10'24"E 259.31 feet; thence S55°07'14"E 15.40 feet to the northerly line of Northshore Drive as defined on the official plat of NORTHSHORE PLAT B-3 subdivision; thence along the northerly line of Northshore Drive as defined on the official plat of NORTHSHORE PLAT B-3 subdivision and NORTHSHORE PLAT D-3 road dedication plat the following seven (7) courses: S33°10'57"W 527.59 feet; thence along the arc of a curve to the left 8.59 feet with a radius of 1044.50 feet through a central angle of 00°28'17", chord: S32°56'48"W 8.59 feet; thence along the arc of a curve to the right 17.56 feet with a radius of 12.00 feet through a central angle of 83°49'55", chord: S74°37'38"W 16.03 feet; thence along the arc of a curve to the left 8.22 feet with a radius of 229.50 feet through a central angle of 02°03'11", chord: N64°29'00"W 8.22 feet; thence S24°29'24"W 59.00 feet; thence along the arc of a non-tangent curve to the right 19.63 feet with a radius of 12.00 feet through a central angle of 93°42'09", chord: S18°39'31"E 17.51 feet; thence along the arc of a curve to the left 356.57 feet with a radius of 1044.50 feet through a central angle of 19°33'34", chord: S18°24'47"W 354.84 feet to the north line of PARCEL B, MCLACHLAN SARATOGA subdivision; thence along the boundary of said Parcel B the following three (3) courses: N81°50'47"W 1.33 feet; thence S89°43'36"W 22.40 feet; thence S00°16'24"E 28.82 feet to the point of beginning.

Contains: ±16.70 Acres ±727,329 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 Northeast Quarter of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian, located in Saratoga Springs, Utah, described as follows:

Beginning at a point located N00°08'33"W along the Section Line 184.95 feet and West 1127.07 feet from the East 1/4 Corner of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence West 202.08 feet to the west line of that real property described in Deed Entry No. 11728:2013; thence N00°04'00"W along said real property and an existing fence line 197.83 feet; thence East 202.31 feet; thence South 197.83 feet to the point of beginning.

Contains: ±0.92 Acres ±40,000 Sq. Ft.