

WHEN RECORDED, RETURN TO:

Phase One Properties, L.L.C., a Utah limited liability company
163 South 200 East
American Fork, UT 84003

MAIL TAX NOTICES TO:

Phase One Properties, L.L.C., a Utah limited liability
company
163 South 200 East
American Fork, UT 84003

Gene Carly
3612 West 12240 South
Payson, UT 84651

COURTESY RECORDING ONLY

Cottonwood Title disclaims any
liability as to the condition of title
and as to the content, validity,
or effects of this document.

Tax Parcels: 30-084-0068, 30-084-0123, 30-084-0065, 30-084-0067, 30-084-0035

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT (this “**Agreement**”) is entered into to be effective as of the 18th day of April, 2023, by and among: Phase One Properties, L.L.C., a Utah limited liability company (“**Phase One**”), whose address is 163 South 200 East, American Fork, UT 84003; and Gene Carly and Bernita Carly, Trustees (and to their Successors in trust) of the Carly Family Trust U/A/D May 19, 2021 (“**Carly**”), whose address is 3612 West 12240 South, Payson, UT 84651; Phase One and Carly are sometimes referred to herein singularly as a “**Party**” and collectively as the “**Parties**” with respect to the following:

- A. Phase One owns a certain parcel of real property located in Utah County, Utah, identified as Tax Parcel Nos. 30-084-0068, 30-084-0065, 30-084-0123, and 30-084-0067 and more particularly described on Exhibit A attached hereto (the “**Phase One Property**”).
- B. Carly owns a certain parcel of real property located in Utah County, Utah, identified as Tax Parcel No. 30-084-0035 and more particularly described on Exhibit B attached hereto (the “**Carly Property**”) and sometimes referred to herein as the “**Adjacent Parcel**”.
- C. The Phase One Property is contiguous to the Carly Property (together the “**Parcels**”).
- D. The Parties are entering into this Agreement to establish that the boundary line between their respective parcels shall be the line described in Exhibit C attached to this Agreement (the “**Boundary Line**”).

E. In conjunction with the preparation of this Agreement, an ALTA/NSPS Land Title Survey (the “**Survey**”) was prepared that shows the location of the Phase One Property and the Adjacent Parcel and the location between such Parcels requiring a boundary line agreement, which Survey was prepared by Aaron D. Thomas of Aztec Engineering, a Professional Land Surveyor, holding License No.: 6418780, and was filed with the Utah County Surveyor on or about March 13, 2023 as File No. 23-106.

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. The Parties hereby covenant and agree that from and after the date of this Agreement, the Boundary Line between the Parcels shall follow the line set forth on Exhibit C attached hereto. Each Party hereto shall have the right to enjoy its respective parcel up to the Boundary Line.

(a) To conform the legal descriptions of each of the Parcels to the Boundary Line, (i) Phase One hereby quitclaims to Carly any and all of Phase One’s right, title and interest in and to the real property lying east of and south of and contiguous to the Boundary Line as described on Exhibit C attached hereto; and (ii) Carly hereby quitclaims to Phase One any and all of Carly’s right, title and interest in and to the real property lying north of and west of and contiguous to the Boundary Line as described on Exhibit C attached hereto.

3. Resulting Legal Descriptions. Giving effect to this Agreement, the Parties hereby covenant and agree that from and after the date of this Agreement the resulting legal description for the Phase One Property will be that which is described in the attached Exhibit D, and the resulting legal descriptions of the Carly Property will be that which is described in the attached Exhibit E.

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. Duration; Rights Run With the Land; Binding Effect. This Agreement and the 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 Parcels, or any portion of the Parcels, or any change of use, demolition, reconstruction, expansion or other circumstances.

6. Further Action. The Parties shall execute and deliver all documents, provide all information, and take or forbear from taking all action as may be necessary or appropriate to achieve the purpose of this Agreement.

7. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

8. 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.

9. 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.

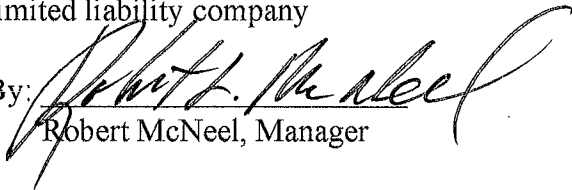
10. Attorneys' Fees. In the event it becomes necessary for either Party or its successors and assigns to employ the service of an attorney in order to enforce such Party's rights under this Agreement with respect to the other Party hereto or its successors and assigns, either with or without litigation, 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.

11. 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.

[signature page(s) to follow]

Phase One Properties, LLC, a Utah
limited liability company

By: 
Robert McNeel, Manager

Gene Carly, Trustee of the Carly Family Trust
U/A/D May 19, 2021


Gene Carly, Trustee

~~Bernita Carly, Trustee of the Carly Family
Trust U/A/D May 19, 2021~~

~~Bernita Carly, Trustee~~

STATE OF UTAH)
 : SS.
COUNTY OF UTAH _____)

The foregoing instrument was acknowledged before me this 18th day of April, 2023, by Robert McNeel in his capacity as manager of Phase One Properties, LLC, a Utah limited liability company.

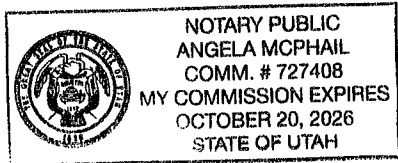


[Handwritten Signature]

NOTARY PUBLIC

STATE OF UTAH)
 : SS.
COUNTY OF UTAH _____)

The foregoing instrument was acknowledged before me this 18th day of April, 2023, by Gene Carly, Trustee of the Carly Family Trust U/A/D May 19, 2021



[Handwritten Signature]

NOTARY PUBLIC

~~STATE OF UTAH)
 : SS.
COUNTY OF UTAH _____)~~

~~The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by Bernita Carly, Trustee of the Carly Family Trust U/A/D May 19, 2021~~

~~_____
NOTARY PUBLIC~~

EXHIBIT A
TO
BOUNDARY LINE AGREEMENT

(LEGAL DESCRIPTION OF THE PHASE ONE PROPERTY)

COM S 885.66 FT & W 147.82 FT FR N 1/4 COR. SEC. 29, T9S, R2E, SLB&M.; S 649.44 FT; S 89 DEG 0' 0" W 7.16 FT; N 0 DEG 40' 49" W 313.62 FT; N 0 DEG 3' 19" W 327.94 FT; S 88 DEG 34' 40" W 340.13 FT; S 1 DEG 5' 34" E .01 FT; S 88 DEG 34' 40" W 277.19 FT; N 1 DEG 5' 28" W 1.73 FT; N 73 DEG 33' 48" E 40.05 FT; N 89 DEG 0' 0" E 590.04 FT TO BEG.

(30:084:0068)

ALSO:

COM S 1539.07 FT & W 375.49 FT FR N 1/4 COR. SEC. 29, T9S, R2E, SLB&M.; N 1 DEG 5' 28" W 328.28 FT; W 111.42 FT; N 1 DEG 5' 28" W 308.78 FT; N 88 DEG 34' 40" E 340.13 FT; S 0 DEG 3' 19" E 327.94 FT; S 0 DEG 40' 49" E 313.62 FT; S 89 DEG 0' 0" W 220.55 FT TO BEG.

(30:084:0065)

ALSO:

COM S 559.25 FT FR N 1/4 COR. SEC. 29, T9S, R2E, SLB&M.; S 323.83 FT; S 89 DEG 0' 0" W 561.25 FT; S 0 DEG 39' 53" E 10.81 FT; S 88 DEG 34' 40" W 215.17 FT; N 1 DEG 14' 21" W 1.73 FT; S 88 DEG 40' 26" W 529.72 FT; S 0 DEG 24' 16" E .7 FT; S 89 DEG 9' 57" W 70.68 FT; N 1 DEG 13' 27" W 329.81 FT; N 89 DEG 53' 15" E 80.66 FT; N 88 DEG 8' 1" E 387.1 FT; N 88 DEG 36' 26" E 268.26 FT; N 88 DEG 50' 54" E 647.88 FT TO BEG.

(38:084:0123)

ALSO:

COM S 1558.51 FT & W 763.84 FT FR N 1/4 COR. SEC. 29, T9S, R2E, SLB&M.; N 1 DEG 16' 39" W 273.39 FT; N 0 DEG 56' 41" W 376.22 FT; N 88 DEG 34' 40" E 277.18 FT; S 1 DEG 5' 28" E 308.78 FT; E 111.42 FT; S 1 DEG 5' 28" E 328.27 FT; S 89 DEG 0' 0" W 362.33 FT; S 62 DEG 33' 18" W 28.42 FT; S 88 DEG 10' 21" W .85 FT TO BEG.

(30:084:0067)

EXHIBIT B
TO
BOUNDARY LINE AGREEMENT

(LEGAL DESCRIPTION OF THE CARLY PROPERTY)

COMMENCING 13.38 CHAINS SOUTH OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89° WEST 2.23 CHAINS; THENCE SOUTH 9.84 CHAINS; THENCE NORTH 89° EAST 2.23 CHAINS; THENCE NORTH 9.84 CHAINS TO BEGINNING.

EXHIBIT C
TO
BOUNDARY LINE AGREEMENT

(LEGAL DESCRIPTION OF THE BOUNDARY LINE)

BEGINNING AT A POINT LOCATED SOUTH 0°49'42" EAST ALONG QUARTER SECTION LINE 891.28 FEET, WEST 12.88 FEET, SOUTH 641.33 FEET AND SOUTH 89°00'00" WEST 155.00 FEET FROM THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG AN EXISTING FENCE THE FOLLOWING THREE (3) COURSES: (1) NORTH 0°40'49" WEST 313.62 FEET; (2) NORTH 0°03'19" WEST 327.93 FEET; (3) NORTH 89°05'42" EAST 163.33 TO THE POINT OF TERMINUS.

EXHIBIT D
TO
BOUNDARY LINE AGREEMENT

(LEGAL DESCRIPTION OF THE PHASE ONE PROPERTY AFTER ADJUSTMENT)

BEGINNING AT A POINT LOCATED SOUTH 0°29'00" EAST ALONG SECTION LINE 572.30 FEET AND EAST 1260.18 FEET FROM THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°53'15" EAST 80.66 FEET; THENCE NORTH 88°08'01" EAST 187.72 FEET; THENCE ALONG THE SOUTHERLY BOUNDARY OF SPRINGSIDE MEADOWS RESIDENTIAL SUBDIVISION PLAT "N" THE FOLLOWING TWO COURSES AND DISTANCES: 1) NORTH 88°08'01" EAST 199.35 FEET, AND 2) NORTH 88°46'33" EAST 887.18 FEET; THENCE NORTH 88°50'55" EAST 42.20 FEET; THENCE ALONG A FENCE LINE THE FOLLOWING FOUR COURSES AND DISTANCES: 1) SOUTH 1°32'18" WEST 332.26 FEET, 2) SOUTH 89°05'42" WEST 163.33 FEET, 3) SOUTH 0°03'19" EAST 327.93 FEET, AND 4) SOUTH 0°40'49" EAST 322.32 FEET; THENCE SOUTH 88°55'41" WEST 365.79 FEET; THENCE SOUTH 88°10'21" WEST 243.30 FEET; THENCE NORTH 1°05'28" WEST 651.35 FEET; THENCE SOUTH 88°40'26" WEST 529.73 FEET; THENCE SOUTH 0°24'16" EAST 0.70 FEET; THENCE SOUTH 89°09'57" WEST 70.68 FEET; THENCE NORTH 1°13'27" WEST 329.81 FEET TO THE POINT OF BEGINNING.

EXHIBIT E
TO
BOUNDARY LINE AGREEMENT

(LEGAL DESCRIPTION OF THE CARLY PROPERTY AFTER ADJUSTMENT)

BEGINNING AT A POINT LOCATED SOUTH 0°49'42" EAST ALONG QUARTER SECTION LINE 891.28 FEET AND WEST 12.88 FEET FROM THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 641.33 FEET; THENCE SOUTH 89°00'00" WEST 155.00 FEET; THENCE NORTH 0°40'49" WEST 313.62 FEET; THENCE NORTH 0°03'19" WEST 327.93 FEET; THENCE NORTH 89°05'42" EAST 159.04 FEET TO THE POINT OF BEGINNING.