

14

When Recorded Return To:
Scott Group
505 S. 100 E.
Bountiful, UT 84010
Attention: Scott Smoot



W3318721

Weber County Survey file #6943

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT (this "Agreement") is entered into to be effective as of the _____ day of _____, 2024, by and among THE SCOTT GROUP, L.L.C., a Utah limited liability company, SDS7, LLC, a Utah limited liability company, THE MYERS GROUP, LLC, a Utah limited liability company, and BAILEY V PROPERTIES, LLC, a Utah limited liability company, (collectively referred to herein as "Scott"), whose joint address for purposes of this Agreement is 505 South 100 East, Bountiful, Utah 84010, and HARRISVILLE CITY, a municipal corporation of the State of Utah (referred to herein as "City"), whose address is 363 West Independence Blvd., Harrisville, Utah. Scott and City are sometimes referred to herein singularly as a "Party" and collectively as the "Parties" with respect to the following:

A. Scott owns that certain real property (the "Scott Parcel") located in Harrisville, Weber County, Utah, more particularly identified as Tax Parcel No. 11-016-0027. The legal description of the Scott 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 Harrisville, Weber County, Utah, more particularly identified as Tax Parcel No. 11-016-0047. The legal description of the City Parcel is set forth in Exhibit B attached hereto and incorporated herein by this reference

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

D. The Parties are entering into this Agreement to adjust the boundary line between the Scott Parcel and the City Parcel in accordance with the terms of this Agreement. The legal description and depiction of the adjusted and agreed upon boundary line (the "Adjusted Boundary Line") is set forth in Exhibit C attached hereto and incorporated herein by this reference. In the event of any discrepancy between the legal description and the depiction provided in Exhibit C, the former shall control. The legal description of the Scott Parcel after the Adjusted Boundary Line becomes effective is set forth in Exhibit D attached hereto and incorporated herein by this reference (the "Adjusted Scott 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 herein by this reference (the "Adjusted City Parcel"). The Scott Parcel, the Adjusted Scott 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 Scott 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 Scott Parcel, the City Parcel, the Adjusted Boundary Line, the Adjusted Scott Parcel and the Adjusted City Parcel, which Survey was prepared by Stephen Burt of Entellus, and which Survey was filed with the Weber 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 57145 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 Scott 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 Scott Parcel is hereby adjusted to be the legal description of the Adjusted Scott 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 Scott Parcel and the City Parcel to the Adjusted Boundary Line, (a) Scott hereby quitclaims to City any and all of Scott's right, title and interest in and to the Adjusted City Parcel, and (b) City hereby quitclaims to Scott any and all of City's right, title and interest in and to the Adjusted Scott 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: (i) shall 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 Scott 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 forbear 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.

[Signatures Appear on Following Pages.]

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

The Scott Group, L.L.C., a Utah limited liability company

By: [Signature]
Name: Scott D. Lewis
Title: Manager

Date of Execution: 4/13/24, 2024

SDS7, LLC, a Utah limited liability company

By: _____
Name: _____
Title: _____

Date of Execution: _____, 2024

The Myers Group, LLC, a Utah limited liability company

By: [Signature]
Name: Luke Myers
Title: Manager

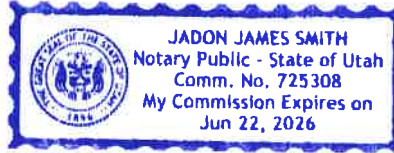
Date of Execution: 4-13, 2024

Bailey V Properties, LLC, a Utah limited liability company

By: [Signature]
Name: Brent Bailein
Title: Manager

Date of Execution: 3/14, 2024

STATE OF UTAH)
 : SS.
COUNTY OF Davis)



The foregoing instrument was acknowledged before me this 13th day of March, 2024, by Scott Smeat, in such person's capacity as the Manager of The Scott Group, L.L.C., a Utah limited liability company.

Jadon James Smith
NOTARY PUBLIC

STATE OF UTAH)
 : SS.
COUNTY OF Davis)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, in such person's capacity as the _____ of SDS7, LLC, a Utah limited liability company.

NOTARY PUBLIC

STATE OF UTAH)
 : SS.
COUNTY OF Davis)

The foregoing instrument was acknowledged before me this 13th day of March, 2024, by Luke Myers, in such person's capacity as the Manager of The Myers Group, LLC, a Utah limited liability company.



Jadon James Smith
NOTARY PUBLIC

STATE OF UTAH)
 : SS.
COUNTY OF Weber)

The foregoing instrument was acknowledged before me this 14 day of March, 2024, by Brend Bailey, in such person's capacity as the Manager of Bailey V Properties, LLC, a Utah limited liability company.



Suzanne Poole
NOTARY PUBLIC

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

The Scott Group, L.L.C., a Utah limited liability company

By: _____
Name: _____
Title: _____

Date of Execution: _____, 2024

SDS7, LLC, a Utah limited liability company

By: *Korbin Smoot*
Name: Korbin Smoot
Title: Manager

Date of Execution: March 14 , 2024

The Myers Group, LLC, a Utah limited liability company

By: _____
Name: _____
Title: _____

Date of Execution: _____, 2024

Bailey V Properties, LLC, a Utah limited liability company

By: _____
Name: _____
Title: _____

Date of Execution: _____, 2024

STATE OF UTAH)
 : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, in such person's capacity as the _____ of The Scott Group, L.L.C., a Utah limited liability company.

NOTARY PUBLIC

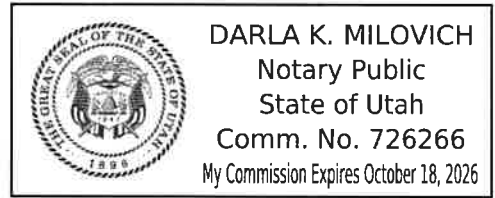
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 14 day of March, 2024, by Korbin Smoot, in such person's capacity as the Manager of SDS7, LLC, a Utah limited liability company. This act was performed via remote online audio-visual communication.

Darla K. Milovich
Signed with **Stavvy**

NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF _____)



The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, in such person's capacity as the _____ of The Myers Group, LLC, a Utah limited liability company.

NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, in such person's capacity as the _____ of Bailey V Properties, LLC, a Utah limited liability company.

NOTARY PUBLIC

Harrisville City

By: Michelle Tait
Name: Michelle Tait
Title: Mayor

Date of Execution: Mar 18, 2024

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 18 day of March, 2024, by Michelle Tait, in such person's capacity as the Mayor of HARRISVILLE CITY.



Jack Fogal
NOTARY PUBLIC

**EXHIBIT A
TO
BOUNDARY LINE AGREEMENT**

LEGAL DESCRIPTION OF THE SCOTT PARCEL

TAKEN FROM A WARRANTY DEED RECORDED AS ENTRY #3219682 IN THE WEBER COUNTY RECORDER'S OFFICE.

PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 1481.7 FEET WEST AND 809 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 5, RUNNING THENCE WEST 415.1 FEET, THENCE NORTH 615.4 FEET, THENCE SOUTH 83D00' EAST 418.2 FEET, THENCE SOUTH 564 FEET TO THE PLACE OF BEGINNING.

PARCEL (#11-016-0027)

**EXHIBIT B
TO
BOUNDARY LINE AGREEMENT**

LEGAL DESCRIPTION OF THE CITY PARCEL

TAKEN FROM A WARRANTY DEED RECORDED AS ENTRY #1778025 IN THE WEBER COUNTY RECORDER'S OFFICE.

PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF THE NORTH LINE OF BROOK MEADOW PHASE 2 SUBDIVISION, SAID POINT ALSO BEING DESCRIBED AS BEING SOUTH 88 DEG 58 MIN 38 SEC EAST 2651.91 FEET AND NORTH 00 DEG 11 MIN 45 SEC EAST 698.93 FEET AND NORTH 87 DEG 39 MIN 40 SEC EAST 697.79 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION, SAID POINT ALSO BEING ON THE WEST LINE OF E.K. BAILEY PROPERTY, RUNNING THENCE NORTH 01 DEG 10 MIN 37 SEC EAST 553.73 FEET, ALONG SAID WEST LINE; THENCE SOUTH 48 DEG 44 MIN 19 SEC WEST 49.29 FEET; THENCE SOUTH 40 DEG 35 MIN 14 SEC WEST 81.91 FEET; THENCE SOUTH 35 DEG 36 MIN 39 SEC WEST 55.94 FEET; THENCE SOUTH 34 DEG 35 MIN 48 SEC WEST 50.60 FEET; THENCE SOUTH 8 DEG 49 MIN 41 SEC EAST 35.37 FEET; SOUTH 10 DEG 09 MIN 42 SEC WEST 127.34 FEET; THENCE SOUTH 29 DEG 59 MIN 54 SEC WEST 54.54 FEET; THENCE SOUTH 40 DEG 36 MIN 45 SEC WEST 39.77 FEET; THENCE SOUTH 38 DEG 18 MIN 58 SEC WEST 124.36 FEET; THENCE SOUTH 11 DEG 42 MIN 21 SEC WEST 49.67 FEET, MORE OR LESS, TO THE NORTH LINE OF THE BROOK MEADOW PHASE 2 SUBDIVISION PROPERTY; THENCE ALONG SAID NORTH LINE NORTH 87 DEG 39 MIN 40 SEC EAST 297.90 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL (#11-016-0047)

**EXHIBIT C
TO
BOUNDARY LINE AGREEMENT**

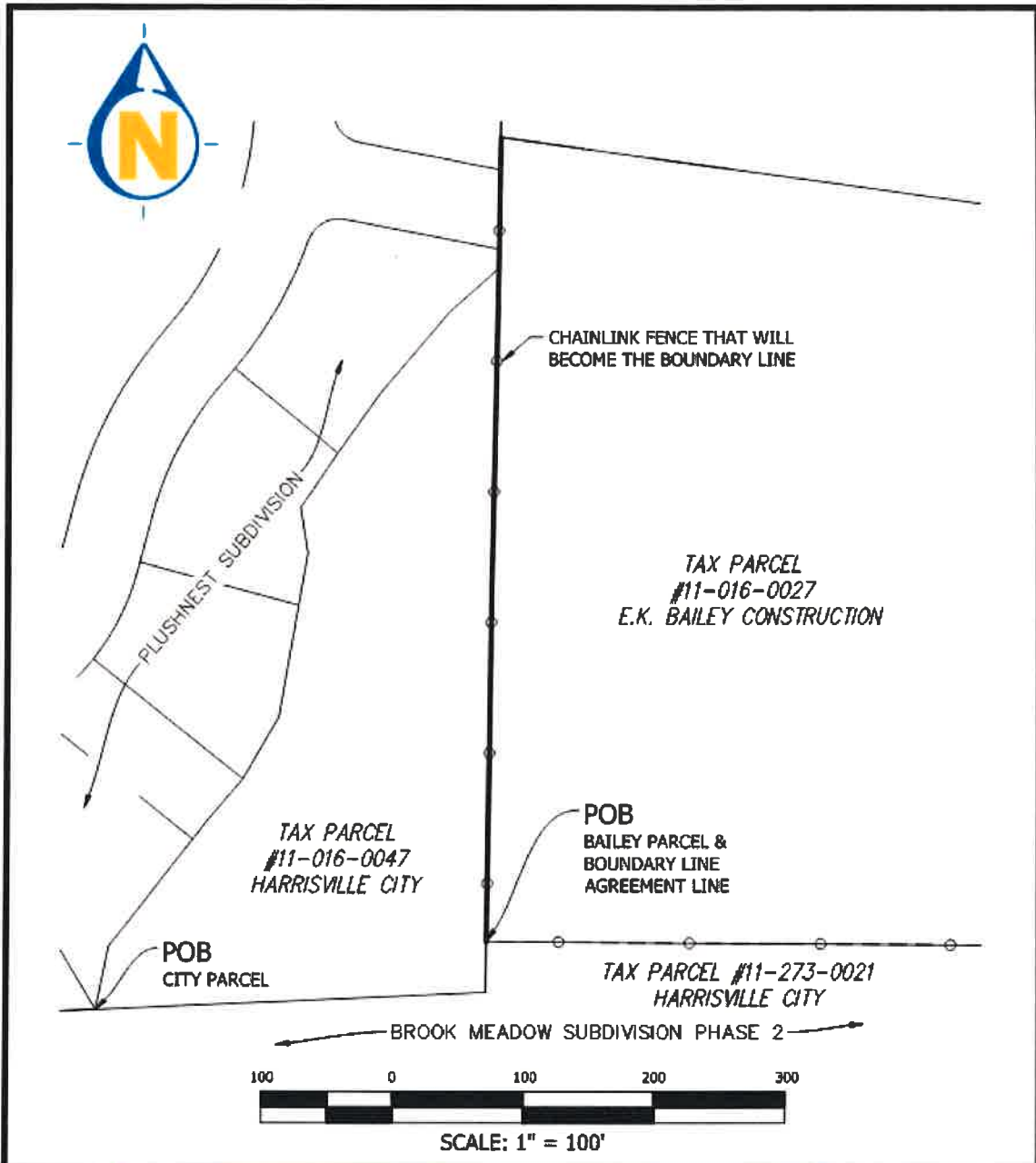
LEGAL DESCRIPTION AND DEPICTION OF THE ADJUSTED BOUNDARY LINE


Legal Description of Adjusted Boundary Line

A PROPERTY LINE LOCATED IN THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 NORTH, RANGE 1 WEST, WEBER COUNTY, UTAH, SALT LAKE BASE AND MERIDIAN, FURTHER DESCRIBED AS FOLLOWS.

BEGINNING AT A POINT ON A CHAINLINK FENCE THAT IS NORTH 00°06'33" WEST 699.13 FEET ALONG THE QUARTER SECTION LINE AND NORTH 87°22'53" EAST 697.33 FEET ALONG THE NORTH LINE OF BROOK MEADOW SUBDIVISION PHASE 2, RECORDED AS ENTRY # 1594659 IN THE WEBER COUNTY RECORDER'S OFFICE AND NORTH 00°43'59" EAST 38.75 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 5, THE BASIS OF BEARING IS SOUTH 00°50'15" WEST 2098.69 FEET ALONG THE CENTERLINE OF WASHINGTON BOULEVARD FROM THE FOUND BRASS CAP MONUMENT AT THE INTERSECTION WITH 1400 NORTH STREET TO THE FOUND BRASS CAP MONUMENT AT THE INTERSECTION WITH 1100 NORTH STREET IN HARRISVILLE, UTAH, SAID STREET MONUMENT IS SOUTH 89°05'05" EAST 1984.06 FEET ALONG THE SECTION LINE AND SOUTH 00°50'15" WEST 163.47 FEET ALONG SAID CENTERLINE FROM THE SOUTH QUARTER CORNER OF SAID SECTION, SAID QUARTER CORNER IS NORTH 89°05'05" WEST 2644.65 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION BASED ON SURVEY #6943 FILED IN THE WEBER COUNTY SURVEYOR'S OFFICE, AND RUNNING THENCE NORTH 00°46'05" EAST 272.58 FEET ALONG SAID FENCE; THENCE NORTH 01°16'52" EAST 243.12 FEET ALONG SAID FENCE TO THE EAST LINE OF PLUSHNEST SUBDIVISION, RECORDED AS ENTRY #2688409 IN THE WEBER COUNTY RECORDER'S OFFICE, THENCE NORTH 00°53'10" EAST 100.12 FEET ALONG SAID EAST LINE AND SAID FENCE TO THE TERMINUS.

Depiction of Adjusted Boundary Line



 1470 South 600 West Woods Cross, Utah 84010 Phone 801-298-2236	D.R. HORTON, INC.	DRAWN: JJS 2024/02/21
	1371 NORTH WASHINGTON BOULEVARD PARCELS #11-016-0047 & #11-016-0027 LOCATED IN THE SE 1/4 OF SECTION 5, T.6N., R.1W., S.L.B. & M. HARRISVILLE CITY, WEBER COUNTY, UTAH	PROJECT: 2171001 SURVEY 2171001.dwg
		EXB (1) BLA

**EXHIBIT D
TO
BOUNDARY LINE AGREEMENT**

LEGAL DESCRIPTION OF THE ADJUSTED SCOTT PARCEL

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

A PARCEL LOCATED IN THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 NORTH, RANGE 1 WEST, WEBER COUNTY, UTAH, SALT LAKE BASE AND MERIDIAN, FURTHER DESCRIBED AS FOLLOWS.

BEGINNING AT A POINT ON A CHAINLINK FENCE THAT IS NORTH 00°06'33" WEST 699.13 FEET ALONG THE QUARTER SECTION LINE AND NORTH 87°22'53" EAST 697.33 FEET ALONG THE NORTH LINE OF BROOK MEADOW SUBDIVISION PHASE 2, RECORDED AS ENTRY # 1594659 IN THE WEBER COUNTY RECORDER'S OFFICE AND NORTH 00°43'59" EAST 38.75 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 5, THE BASIS OF BEARING IS SOUTH 00°50'15" WEST 2098.69 FEET ALONG THE CENTERLINE OF WASHINGTON BOULEVARD FROM THE FOUND BRASS CAP MONUMENT AT THE INTERSECTION WITH 1400 NORTH STREET TO THE FOUND BRASS CAP MONUMENT AT THE INTERSECTION WITH 1100 NORTH STREET IN HARRISVILLE, UTAH, SAID STREET MONUMENT IS SOUTH 89°05'05" EAST 1984.06 FEET ALONG THE SECTION LINE AND SOUTH 00°50'15" WEST 163.47 FEET ALONG SAID CENTERLINE FROM THE SOUTH QUARTER CORNER OF SAID SECTION, SAID QUARTER CORNER IS NORTH 89°05'05" WEST 2644.65 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION BASED ON SURVEY #6943 FILED IN THE WEBER COUNTY SURVEYOR'S OFFICE, AND RUNNING THENCE NORTH 00°46'05" EAST 272.58 FEET ALONG SAID FENCE; THENCE NORTH 01°16'52" EAST 243.12 FEET ALONG SAID FENCE TO THE EAST LINE OF PLUSHNEST SUBDIVISION, RECORDED AS ENTRY #2688409 IN THE WEBER COUNTY RECORDER'S OFFICE, THENCE NORTH 00°53'10" EAST 100.12 FEET ALONG SAID EAST LINE AND SAID FENCE; THENCE SOUTH 82°09'45" EAST 476.53 FEET; THENCE SOUTH 00°50'15" WEST 554.01 FEET TO THE NORTH LINE OF SAID BROOK MEADOW SUBDIVISION PHASE 2, THENCE NORTH 89°36'44" WEST 474.63 FEET ALONG SAID NORTH LINE TO A CHAINLINK FENCE AND TO THE POINT OF BEGINNING.

CONTAINS 6.368 ACRES.

**EXHIBIT E
TO
BOUNDARY LINE AGREEMENT**

LEGAL DESCRIPTION OF THE ADJUSTED CITY PARCEL

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

A PARCEL LOCATED IN THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 NORTH, RANGE 1 WEST, WEBER COUNTY, UTAH, SALT LAKE BASE AND MERIDIAN, FURTHER DESCRIBED AS FOLLOWS.

BEGINNING AT THE SOUTHEAST CORNER OF LOT 34R, PLUSHNEST SUBDIVISION, RECORDED AS ENTRY #2688409, IN THE WEBER COUNTY RECORDER'S OFFICE, SAID POINT IS NORTH 00°06'33" WEST 699.13 FEET ALONG THE QUARTER SECTION LINE AND NORTH 87°22'53" EAST 399.49 FEET ALONG THE NORTH LINE OF BROOK MEADOW SUBDIVISION PHASE 2, RECORDED AS ENTRY # 1594659 IN THE WEBER COUNTY RECORDER'S OFFICE FROM THE SOUTH QUARTER CORNER OF SAID SECTION 5, THE BASIS OF BEARING IS SOUTH 00°50'15" WEST 2098.69 FEET ALONG THE CENTERLINE OF WASHINGTON BOULEVARD FROM THE FOUND BRASS CAP MONUMENT AT THE INTERSECTION WITH 1400 NORTH STREET TO THE FOUND BRASS CAP MONUMENT AT THE INTERSECTION WITH 1100 NORTH STREET IN HARRISVILLE, UTAH, SAID STREET MONUMENT IS SOUTH 89°05'05" EAST 1984.06 FEET ALONG THE SECTION LINE AND SOUTH 00°50'15" WEST 163.47 FEET ALONG SAID CENTERLINE FROM THE SOUTH QUARTER CORNER OF SAID SECTION, SAID QUARTER CORNER IS NORTH 89°05'05" WEST 2644.65 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION BASED ON SURVEY #6943 FILED IN THE WEBER COUNTY SURVEYOR'S OFFICE, AND RUNNING THENCE ALONG SAID PLUSHNEST SUBDIVISION THE FOLLOWING (10) COURSES: 1) NORTH 11°24'54" EAST 49.39 FEET; 2) NORTH 38°01'32" EAST 124.36 FEET; 3) NORTH 40°19'18" EAST 39.77 FEET; 4) NORTH 29°42'27" EAST 54.54 FEET; 5) NORTH 09°52'15" EAST 127.34 FEET; 6) NORTH 09°07'08" WEST 35.37 FEET; 7) NORTH 34°18'21" EAST 50.60 FEET; 8) NORTH 35°19'12" EAST 55.94 FEET; 9) NORTH 40°17'47" EAST 81.91 FEET; 10) NORTH 48°26'52" EAST 50.66 FEET TO A CHAINLINK FENCE; THENCE SOUTH 01°16'52" WEST 243.12 FEET ALONG SAID FENCE; THENCE SOUTH 00°46'05" WEST 272.58 FEET ALONG SAID FENCE; THENCE SOUTH 00°43'59" WEST 38.75 FEET TO THE NORTH LINE OF SAID BROOK MEADOW SUBDIVISION PHASE 2; THENCE SOUTH 87°22'53" WEST 297.84 FEET ALONG SAID NORTH LINE TO THE SOUTHEAST CORNER OF SAID LOT 34R, PLUSHNEST SUBDIVISION, AND TO THE POINT OF BEGINNING.

PARCEL CONTAINS 2.065 ACRES.