

WHEN RECORDED MAIL TO:

Holmes Homes Custom, LLC  
126 W. Sego Lily Drive, Suite 250  
Sandy, Utah 84070

Tax Parcel Nos. 68-084-0002  
12-006-0048

---

## BOUNDARY LINE AGREEMENT & QUITCLAIM DEEDS

---

THIS BOUNDARY LINE AGREEMENT (the "Agreement") is entered into this 19<sup>th</sup> day of October, 2023, by and between Brad Holmes and Holmes Homes Custom, LLC, a Utah limited liability company (collectively "Holmes") and Shawn Ricks Lords and Ammie Ann Lords, husband and wife, as joint tenants (collectively "Lords"). The address of Brad Holmes is 1186 N. 550 W., Highland, Utah, 84003. The address of Holmes Homes Custom, LLC is 126 W. Sego Lily Drive, Suite 250, Sandy, Utah, 84070. The address of Shawn Ricks Lords and Ammie Ann Lords is 6245 W. 10400 N., Highland City, Utah, 84003.

### Recitals

A. Holmes Parcel. Holmes own the following real property (the "Holmes Parcel") located in Utah County, Utah, described as:

All of Lot 2 of the HHC Highland Subdivision, according to the official plat thereof recorded in the Utah County Recorder's Office.

Utah County, Utah, Tax Parcel No. 68-084-0002.

Subject to general property taxes for the current year and thereafter. Subject to easements, conditions, covenants, restrictions, and reservations of record.

The Holmes Parcel contains: 1.27 acres.

A Warranty Deed pertaining to the Holmes Parcel was recorded on July 27, 2023, as Entry No. 48584:2023 of the official records of Utah County Recorder, Utah.

B. Lords Parcel. Lords own the following real property (the "Lords Parcel") located in Utah County, Utah, described as:

Commencing South 33 feet and East 462.1 feet from the Northwest Corner of Section 2, Township 5 South, Range 1 East, Salt Lake Base & Meridian: thence East 175.74 feet;

thence South 0°16'27" East 417.92 feet; thence North 80°49'0" West 180.05 feet; thence North 389.18 feet to beginning.

Utah County, Utah, Tax Parcel No. 12-006-0048.

Subject to general property taxes for the current year and thereafter. Subject to easements, conditions, covenants, restrictions, and reservations of record.

The Lords Parcel contains: 1.636109 acres.

A Warranty Deed pertaining to the Lords Parcel was recorded on March 17, 2020, as Entry No. 34140:2020 of the official records of Utah County Recorder, Utah.

C. Transfer Parcel. As used in this Agreement, the term(s) "Transfer Parcel" mean the following real property located in Utah County, Utah, described as:

BEGINNING AT A POINT ON THE EAST LINE OF LOT 2 OF THE HHC HIGHLAND SUBDIVISION, SAID POINT LIES NORTH 89°59'12" EAST 462.108 FEET ALONG THE SECTION LINE AND SOUTH 33.000 FEET AND SOUTH 00°00'48" EAST 87.676 FEET FROM THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID LOT 2 THE FOLLOWING (2) COURSES: 1) SOUTH 00°00'48" EAST 301.504 FEET; 2) NORTH 80°49'48" WEST 3.159 FEET TO A POINT ON AN EXISTING FENCELINE AND BOUNDARY LINE AGREEMENT; THENCE ALONG SAID BOUNDARY LINE AGREEMENT THE FOLLOWING (2) COURSES: 1) NORTH 00°09'23" EAST 285.875 FEET; 2) NORTH 08°31'32" EAST 15.296 FEET TO THE POINT OF BEGINNING.

Subject to general property taxes for the current year and thereafter. Subject to easements, conditions, covenants, restrictions, and reservations of record.

The Transfer Parcel contains: 0.018 acres; 788 square feet.

D. Boundary.

The Holmes Parcel and the Lords Parcel are contiguous. Attached hereto as "Exhibit A" is the recorded HHC Highland Subdivision plat, (recorded on March 21, 2023, as Entry No. 17169:2023 of the official records of Utah County Recorder, Utah), showing the boundary between the Holmes Parcel and the Lords Parcel based upon the above legal descriptions of the Holmes Parcel and the Lords Parcel. Lords dispute the location of the boundary between the Holmes Parcel and the Lords Parcel (based upon the above legal descriptions of the Holmes Parcel and the Lords Parcel).

E. Intent of Parties. Among other things set forth below, by entering into this Agreement, it is the desire and intent of the parties: to resolve the boundary line dispute between

the partes referenced above; to establish an undisputed boundary line between the Holmes Parcel and the Lords Parcel; to transfer (by certain quitclaim language below) the Transfer Parcel from Holmes to Lords; for Lords to release Holmes from any and all claims, including claims based upon boundary by acquiescence and adverse possession; and for Holmes and Lords to otherwise mutually release each other from any and all claims, as more fully set forth below.

**Agreement**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Boundary Line. Holmes and Lords hereby agree that the following line (the “New Boundary Line”) is the common boundary line between the Holmes Parcel and the Lords Parcel:

Beginning at the Northeast Corner of Lot 2 of the HHC Highland Subdivision, said point lies North 89°59'12" East 462.108 feet along the Section Line and South 33.000 feet from the Northwest Corner of Section 2, Township 5 South, Range 1 East, Salt Lake Base and Meridian and running thence along said Lot 2 South 00°00'48" East 87.676 feet; thence South 08°31'32" West 15.296 feet to an existing fence line; thence along said existing fence line South 00°09'23" West 285.875 feet to the point of terminus.

2. Quitclaim Deeds.

With the intent to establish the New Boundary Line, Brad Holmes and Holmes Homes Custom, LLC hereby quitclaim to Shawn Ricks Lords and Ammie Ann Lords, husband and wife, as joint tenants, the portion of the Holmes Parcel to the east of the New Boundary Line, (namely, the Transfer Parcel), subject to easements, conditions, covenants, restrictions, and reservations of record and subject to general property taxes for the current year and thereafter.

With the intent to establish the New Boundary Line, Shawn Ricks Lords and Ammie Ann Lords, husband and wife, as joint tenants, hereby quitclaims to Brad Holmes and Holmes Homes Custom, LLC, all real property to the west of the New Boundary Line.

Attached hereto as “Exhibit B” is a boundary line agreement exhibit depicting: (1) the “original lot line” as described in the legal descriptions of Holmes Parcel and Lords Parcel in Recital A, above; and the “proposed lot line”, which is the New Boundary Line.

3. Revised Parcel Descriptions. As a result of the mutual transfers evidenced by the quitclaims in section 1 of this Agreement, the legal descriptions of the Holmes Parcel and the Lords Parcel shall be modified as set forth below.

a. Revised Holmes Parcel. The revised legal description of the Holmes Parcel shall be and is:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2 OF THE HHC HIGHLAND SUBDIVISION, SAID POINT ALSO BEING ON A BOUNDARY LINE AGREEMENT, SAID POINT LIES NORTH 89°59'12" EAST 462.108 FEET ALONG THE SECTION LINE AND SOUTH 33.000 FEET FROM THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID BOUNDARY LINE AGREEMENT THE FOLLOWING (3) COURSES: 1) SOUTH 00°00'48" EAST 87.676 FEET; 2) SOUTH 08°31'32" WEST 15.296 FEET; 3) SOUTH 00°09'23" WEST 285.875 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE ALONG SAID LOT 2 THE FOLLOWING (3) COURSES: 1) NORTH 80°49'48" WEST 144.873 FEET; 2) NORTH 365.555 FEET; 3) NORTH 89°59'13" EAST 146.050 FEET TO THE POINT OF BEGINNING.

Contains: 1.248 acres

Utah County, Utah, Tax Parcel No. 68-084-0002.

- b. Revised Lords Parcel. The revised legal description of the Lords Parcel shall be and is:

COMMENCING SOUTH 33 FEET AND EAST 462.1 FEET FROM THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE EAST 175.74 FEET; THENCE SOUTH 0°16'27" EAST 417.92 FEET; THENCE NORTH 80°49'00" WEST 183.107 FEET TO A POINT ON AN EXISTING FENCELINE AND BOUNDARY LINE AGREEMENT; THENCE ALONG SAID BOUNDARY LINE AGREEMENT THE FOLLOWING (3) COURSES: 1) NORTH 00°09'23" EAST 285.998 FEET; 2) NORTH 08°31'32" EAST 15.296 FEET; 3) NORTH 00°00'48" WEST 87.676 FEET TO THE POINT OF BEGINNING.

Contains: 1.655 acres

Utah County, Utah, Tax Parcel No. 12-006-0048.

4. State of Utah, Utah County, Utah and Highland City, Utah Requirements. The parties shall cooperate (in good faith) in complying with all applicable boundary line agreement and/or property boundary adjustment laws, codes, ordinances and other legal requirements of the State of Utah ("State"), Utah County, Utah ("County") and/or Highland City, Utah ("City") for the boundary line agreement and adjustment described herein, including but not limited to the following: (a) the parties shall comply with Sections 10-9a-523 and/or Section 10-9a-524 of the Utah Code, as applicable, (including property boundary adjustment and/or boundary line agreement provisions therein, as applicable); (b) the parties shall comply with Section 57-1-45 of the Utah Code, as applicable; (c) the parties shall comply with the City Development Code, as applicable, including Article 5-10 (entitled "Adjusting Property Boundaries, Amending A Recorded Plat") and its Sections 5-10-101 through 5-10-105, as applicable; and (d) the parties shall complete and sign a Highland City "Parcel Boundary Adjustment Application" form and provide any other information and/or documentation required by the City and/or County relating

to such an application (and/or, if necessary, the parties shall complete and sign a Highland City "Plat Amendment Application" and provide other information and/or documentation required by the City and/or County). The parties shall also execute such further documents and instruments as may be necessary to legally establish the New Boundary Line.

5. Mutual Release. Lords hereby fully and forever release and discharge Holmes of or from any and all claims, demands, actions, causes of action, suits, lawsuits, debts, liens, contracts, agreements, promises, obligations, damages, liabilities, losses, costs or expenses, including attorneys' fees, past or present, ascertained or unascertained, whether or not known, suspected or claimed to exist, relating to, arising from, or in connection with the dispute referenced in this Agreement, including any and all claims based upon boundary by acquiescence and/or adverse possession. Holmes hereby fully and forever releases and discharges Lords of or from any and all claims, demands, actions, causes of action, suits, lawsuits, debts, liens, contracts, agreements, promises, obligations, damages, liabilities, losses, costs or expenses, including attorneys' fees, past or present, ascertained or unascertained, whether or not known, suspected or claimed to exist, relating to, arising from, or in connection with the dispute references in this Agreement.

6. Continuing Effect.

- a. Each party represents to the other parties that it owns its own parcel, and has the right to effectuate this Agreement and the quitclaim deeds.
- b. This Agreement: (a) shall burden and benefit each of the Holmes Parcel and the Lords Parcel; (b) shall bind every person or legal entity having any fee, leasehold or other interest in any portion of the Holmes Parcel and the Lords Parcel at any time or from time to time; and (c) shall inure to the benefit of and shall be binding upon the parties hereto, their respective successors and assigns and their respective tenants and subtenants.


7. Execution. This Agreement may be executed in counterpart originals, and signature pages from one counterpart may be detached and joined with another counterpart for the purpose of forming one original. This instrument shall not be effective until it is executed, acknowledged and delivered by each and all of the parties.

8. Authorization. This Agreement is entered into, and shall be entitled to all of the benefits of, Utah Code Ann. §57-1-45 (as now enacted or hereafter amended).



DATED this 20 day of <sup>November</sup>~~October~~, 2023.

Holmes: Brad Holmes

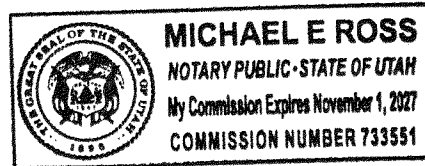
By:   
Printed Name: Bradley Holmes

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

Witness the hand of grantor Brad Holmes this <sup>in November</sup>~~October~~ 20, 2023.

The foregoing instrument was acknowledged before me on <sup>in November</sup>~~October~~ 20, 2023, by Brad Holmes, who duly acknowledged to me that said instrument was executed by authority.

  
Notary Public



DATED this 19 day of October, 2023.

**Lords: Shawn Ricks Lords**

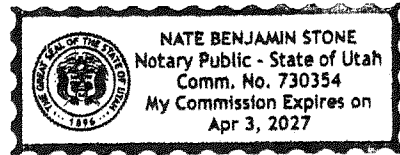
By: [Signature]  
Printed Name: Shawn Lords

STATE OF UTAH                    )  
  : ss.  
COUNTY OF Utah                )

Witness the hand of grantor Shawn Ricks Lords this October 19<sup>th</sup>, 2023.

The foregoing instrument was acknowledged before me on October 19<sup>th</sup>, 2023, by Shawn Ricks Lords, who duly acknowledged to me that said instrument was executed by authority.

[Signature]  
Notary Public





DATED this 19 day of October, 2023.

Lords: Ammie Ann Lords

By: [Signature]

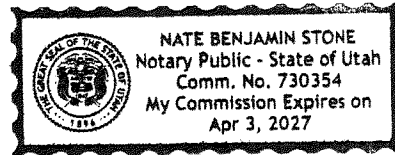
Printed Name: Ammie Lords

STATE OF UTAH )  
: ss.  
COUNTY OF Utah )

Witness the hand of grantor Ammie Ann Lords this October 19<sup>th</sup>, 2023.

The foregoing instrument was acknowledged before me on October 19<sup>th</sup>, 2023, by Ammie Ann Lords, who duly acknowledged to me that said instrument was executed by authority.

[Signature]  
Notary Public





10400 NORTH STREET

P.O.B.  
LOT LINE AGREEMENT  
LORDS PARCEL  
RESULTANT LOT 2

N89°59'13"E 146.050'

N90°00'00"E 175.740'

S0°00'48"E  
87.676'

N0°01'06"W  
87.568'

P.O.B.  
TRANSFER PARCEL

S8°31'32"W  
15.296'

N8°31'32"E  
15.296'

N0°00'00"E 365.555'

RESULTANT LOT 2

54,343 S.F.  
1.248 Acres

LORDS PARCEL

72,077 S.F.  
1.655 Acres

S0°09'23"W 285.875'

N0°09'23"E 285.998'

S0°16'27"E 417.920'

PROPOSED LOT LINE

ORIGINAL LOT LINE

N80°49'48"W 144.873'

N80°49'00"W 183.107'

PROVO RIVER WATER  
USERS ASSOCIATION  
12:011:0042



SCALE 1"=60'



**PERIGEE**  
CONSULTING  
CIVIL • STRUCTURAL • SURVEY

6000 SOUTH 1800 WEST, SUITE 100  
601020.0004 TEL. 801.980.8011 FAX

WEST JORDAN, UT 84068  
WWW.PERIGEECVL.COM

**LOT LINE AGREEMENT**  
**LOT 2, HHC HIGHLAND & LORDS PARCEL**

PREPARED FOR: **HOLMES HOMES**