

Prepared by and Return to:  
Thomas C. Grella, McGuire, Wood & Bisette, PA, P.O. Box 3180, Asheville, NC 28802

**STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE**

**BOUNDARY LINE AGREEMENT**

This Boundary Line Agreement ("Agreement") is made and entered into this the \_\_\_\_ day of January, 2026, is by and between **GOSS IHS, LLC**, a North Carolina limited liability company (herein "Goss") and **TOWN OF HOT SPRINGS**, a government municipality (herein "Town").

WHEREAS, Goss is the current owner of certain real property identified as a Two Story Brick Building labeled "Condominium Building" as shown on that plat recorded in Plat Book 11, at Page 21, Madison County, NC Registry (herein "Goss Tract"); and

WHEREAS, Town is the current owner of certain real property identified as a Two Story Brick Building labeled "Town of Hot Springs Building" as shown on that plat recorded in Plat Book 11, at Page 21, Madison County, NC Registry (herein "Town Tract"); and

WHEREAS, certain questions have arisen regarding the legal boundary between the Goss Tract and Town Tract and therefore Goss and Town have agreed to enter into this Boundary Line Agreement to clarify the intention of the parties as to the location of the two shared common boundary lines between their respective properties in the future.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the parties hereto agree as follows:

1. The agreed upon two common boundary lines between the Goss Tract and Town Tract shall be: 1) that line labeled L2 that plat recorded in Plat Book 11, at Page 21, Madison County, NC Registry (hereinafter "Plat") and having a metes and bounds of S 25°12'07" E 21.14 feet, and 2) that line shown on the Plat as N 64°47'53" E 71.26 feet shown as a hard bold line, reference to which Plat is hereby made for further description and depiction of said lines.

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WHEREAS, Town is the current owner of certain real property identified as a Two Story Brick Building labeled “Town of Hot Springs Building” as shown on that plat recorded in Plat Book 11, at Page 21, Madison County, NC Registry (herein “Town Tract”); and

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2. Goss hereby conveys, releases and quitclaims to Town any and all right, title and interest that it may have in and to any of area shown on the Plat which is south of the dashed "Deed Line" shown as N 65°02'51" E 75.67 feet thereon, and north of that line shown as N 64°47'53" E 71.26 feet thereon.

3. Town hereby conveys, releases and quitclaims to Goss any and all right, title and interest that it may have in and to any of area shown on the Plat which is contained within that triangular parcel of land shown thereon and described as beginning at a magnetic nail having NC Grid Coordinates of N=801840.62 feet and E=866857.84 feet, and running thence along line L2 (S 25°12'07" E 21.14 feet), thence, S 65°02'51" W 3.75 feet, and thence along line L4 (S 15°08'47" E 21.45) feet to the beginning point.

4. The terms and conditions of this agreement shall bind the parties and their respective successors and assigns as owners of the respective properties forever.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

[signatures and notary acknowledgments on following pages]

**SIGNATURE PAGE FOR BOUNDARY LINE AGREEMENT**

**GOSS IHS, LLC, a North Carolina limited liability company**

By:  (SEAL)  
Gary Goss, Manager

SEAL/STAMP      STATE OF NORTH CAROLINA\_  
COUNTY OF MADISON

I certify that the following person(s) personally appeared before me this day, and being known by me personally or having produced satisfactory evidence of his or her identity in the form of a drivers license and each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:  
Gary Goss, Manager

Date: February 17, 2026

Gary Goss

Laura Holloway Laura Holloway, Notary Public

My commission expires: April 18, 2027

Notary Stamp/Seal



**SIGNATURE PAGE FOR BOUNDARY LINE AGREEMENT**

**TOWN OF HOT SPRINGS, a government municipality**

By: Abigail Norton (SEAL)  
Abigail Norton, Mayor

SEAL/STAMP

STATE OF NORTH CAROLINA  
COUNTY OF MADISON

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Abigail Norton, Mayor

Date: 17 ~~January~~ <sup>February</sup>, 2026

Laura Holloway Laura Holloway, Notary Public

My commission expires: April 18, 2027

Notary Stamp/Seal

