

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 12 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 BANANA POINT, LLC, a Utah limited liability company (referred to herein as "BP"), whose address is 791 N. 100 E Lehi, UT 84043. Horton and BP 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. 47-379-0005 and 47-379-0004. The legal description of the Horton Parcel is set forth in Exhibit A attached hereto and incorporated herein by this reference.

B. BP owns that certain real property (the "BP Parcel") located in Saratoga Springs, Utah County, Utah, more particularly identified as Tax Parcel No. 58-036-0145. The legal description of the BP Parcel is set forth in Exhibit B attached hereto and incorporated herein by this reference

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

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

BP Parcel, which Survey was prepared by Chad A. Paulsen of LEI Engineering, and which Survey was filed with the Utah County Surveyor on March 1, 2021, as File No. 19-103.

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

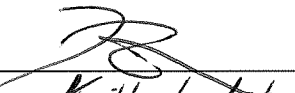
10. Counterparts. This Agreement may be executed and acknowledged in any number of counterparts, each of which, when executed, acknowledged and delivered, shall be deemed an original, but all of which shall together constitute one and the same instrument.

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: 
Name: Adam B. Loser
Title: Vice President

BANANA POINT, LLC,
a Utah limited liability company

By: 
Name: Keith Lindstrom
Title: Manager

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

The foregoing instrument was acknowledged before me this 11 day of November, 2021, by Adam K. Losek, in such person's capacity as the Vice President of D.R. Horton, Inc., a Delaware corporation.

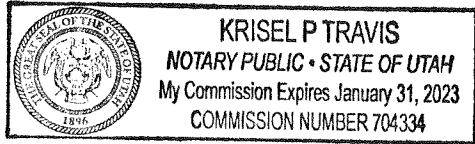


Krisel P Travis

NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 12 day of November, 2021, by Keith Lindstrom, in such person's capacity as the Manager of Banana Point, LLC, a Utah limited liability company.



Krisel P Travis

NOTARY PUBLIC

**EXHIBIT A
TO
BOUNDARY LINE AGREEMENT**

LEGAL DESCRIPTION OF THE HORTON PARCEL

DR HORTON PARCEL 47:379:0004 AND 47:379:0005 BEFORE BLA

All of LOT 4 and LOT 5, NORTSHORE COMMERCIAL MINOR SUBDIVISION according to the official plat thereof on file in the office of the Utah County Recorder, recorded on October 29, 2020 as Entry No. 170316:2020, Map No. 17347.

**EXHIBIT B
TO
BOUNDARY LINE AGREEMENT**

LEGAL DESCRIPTION OF THE BP PARCEL

BANANA POINT LLC PARCEL 58:036:0145 BEFORE BLA

A tract of land, being all of and part of an entire parcel of land, situate in the NE1/4 NW1/4, the NW1/4 NE1/4, the SE1/4 NW1/4 and the SW1/4 NE1/4 of Section 24, Township S South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said tracts of land are described as follows:

Beginning at a point in a northerly boundary line of Chiu Property Recorded as Entry No. 33472:2018 in the office of the Utah County Recorder said point being 5.58 feet N.89°54'46"E. along the section line and 492.24 feet South from the North Quarter Corner of said Section 24; and running thence S.89°25'28"E. 1321.62 feet to a point in the Easterly boundary line of said entire tract; thence S.00°01'30"W. 1095.74 feet along said easterly boundary line; thence S.89°42'35"W. 2596.08 feet to a point in the westerly boundary line of said entire tract; thence along the westerly boundary line of said entire tract the following four (4) courses and distances: (1) N.07°18'50"W. 289.10 feet; (2) thence N.00°06'10"W. 667.33 feet; (3) thence N.89°58'30"E. 1311.29 feet; (4) thence N.00°34'40"E. 167.53 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above-described part of an entire tract contains 2,704,070 square feet or 62.077 acres in area.

**EXHIBIT C
TO
BOUNDARY LINE AGREEMENT**

LEGAL DESCRIPTION OF THE ADJUSTED BOUNDARY LINE

**BOUNDARY LINE DESCRIPTION BETWEEN DR HORTON AND BANANA
POINT LLC**

A PORTION OF THE NORTHEAST QUARTER OF SECTION 24,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN,
SARATOGA SPRINGS, UTAH COUNTY, UTAH, AS SURVEYED AND MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF THAT REAL PROPERTY
DESCRIBED IN DEED ENTRY NO. 85173:2018, SAID POINT BEING LOCATED
S0°08'33"E ALONG THE SECTION LINE 509.64 FEET AND WEST 1328.38 FEET FROM
THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN; THENCE S0°08'11"E ALONG SAID FENCE LINE
1095.70 FEET TO THE POINT OF TERMINUS FROM WHICH THE NORTHEAST
CORNER OF SAID SECTION 24 BEARS N39°31'30"E 2081.21 FEET.

**EXHIBIT D
TO
BOUNDARY LINE AGREEMENT**

LEGAL DESCRIPTION OF THE ADJUSTED HORTON PARCEL

DR HORTON PARCEL 47:379:0004 AND 47:379:0005 AFTER BLA

All of LOT 4 and LOT 5, NORTSHORE COMMERCIAL MINOR SUBDIVISION according to the official plat thereof on file in the office of the Utah County Recorder, recorded on October 29, 2020 as Entry No. 170316:2020, Map No. 17347.

**EXHIBIT E
TO
BOUNDARY LINE AGREEMENT**

LEGAL DESCRIPTION OF THE ADJUSTED BP PARCEL

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

BANANA POINT LLC PARCEL AFTER BLA

A tract of land, being all of and part of an entire parcel of land, situate in the NE1/4 NW1/4, the NW1/4 NE1/4, the SE1/4 NW1/4 and the SW1/4 NE1/4 of Section 24, Township S South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said tracts of land are described as follows:

Beginning at a point in a northerly boundary line of Chiu Property Recorded as Entry No. 33472:2018 in the office of the Utah County Recorder said point being 5.58 feet N.89°54'46"E. along the section line and 492.24 feet South from the North Quarter Corner of said Section 24; and running thence S.89°25'28"E. 1323.40 feet more or less to the northwest corner of NORTSHORE COMMERCIAL SUBDIVISION; thence S.00°08'11"E. 1095.70 feet; thence S.89°42'35"W. 2600.94 feet to a point in the westerly boundary line of said entire tract; thence along the westerly boundary line of said entire tract the following four (4) courses and distances: (1) N.07°18'50"W. 289.10 feet; (2) thence N.00°06'10"W. 667.33 feet; (3) thence N.89°58'30"E. 1311.29 feet; (4) thence N.00°34'40"E. 167.53 feet to the point of beginning.

Contains: ±62.16 Acres