

When Recorded Return To:

Bennett Tueller Johnson & Deere
3165 East Millrock Drive, Suite 500
Salt Lake City, Utah 84121
Attention: Jarom Jones

Parcel Nos: 12-049-0164, 15-129-0005,
15-129-0006, 15-129-0008

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT (this "*Agreement*") is entered into effective as of the 21st day of September, 2023, by and between Kanyon Construction, LLC, a Utah member-managed limited liability company ("*Kanyon Construction*"), whose address is 2166 East Wild Pine Drive, Ogden, Utah 84403, and Brent G. Bodily and Connie Sue Bodily, Trustees of the Brent and Connie Bodily Family Trust dated December 28, 1999 (the "*Bodily Trust*"), whose address is 1441 South Bluff Road, Syracuse, Utah 84075. Kanyon Construction and the Bodily Trust are sometimes referred to herein singularly as a "*Party*" and collectively as the "*Parties*".

A. Kanyon Construction owns certain lots located in Syracuse City, Davis County, Utah, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "*Kanyon Construction Property*").

B. The Bodily Trust owns a certain parcel of real property located in Syracuse City, Davis County, Utah, as more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "*Bodily Trust Property*" and together with the Kanyon Construction Property, each a "*Property*" and collectively, the "*Properties*").

C. The Properties are contiguous and share a common boundary line. Pursuant to Utah Code Section 57-1-45, the Parties, without concern for any appraised or actual market value, if any, desire to adjust the common boundary line between the Properties, as set forth below.

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. Boundary Lines. Pursuant to Section 57-1-45 of the Utah Code, the Parties hereby agree that from and after the date of this Agreement the boundary and division line between the Kanyon Construction Property and the Bodily Trust Property is hereby adjusted so that, as adjusted, (a) the Kanyon Construction Property shall have the legal description set forth on Exhibit C attached hereto and incorporated herein by reference (the "*Revised Kanyon Construction Property*"), and (b) the Bodily Trust Property shall have the legal description set forth on Exhibit D attached hereto and incorporated herein by reference (the "*Revised Bodily Trust Property*"),

such that the boundary line between the Revised Kanyon Construction Property and the Revised Bodily Trust Property shall be as described on Exhibit E attached hereto and incorporated herein by reference. The foregoing adjustment is depicted on the record of survey map that the Parties have prepared and filed, as Filing No. 8309, in conjunction with this Agreement (the "*Record of Survey*").

2. Quitclaim. Kanyon Construction hereby remises, releases, and forever quitclaims to the Bodily Trust any and all right, title, and interest that Kanyon Construction may have in and to the Revised Bodily Trust Property. The Bodily Trust hereby remises, releases, and forever quitclaims to Kanyon Construction any and all right, title, and interest that the Bodily Trust may have in and to the Revised Kanyon Construction Property.

3. Rights run with the Land/Integration. The terms of this Agreement shall: (a) 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 Property, or any portion of their respective Property, each of whom shall be an intended beneficiary (whether third party or otherwise) of the rights and agreements granted hereunder; (b) shall run with the land; and (c) 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 Properties, or any portion of the Properties, 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. Representations and Warranties.

(a) Kanyon Construction hereby represents and warrants to the Bodily Trust that Kanyon Construction is the sole legal owner of the Kanyon Construction Property, and has full power and authority to enter into this Agreement and to perform its obligations hereunder. This Agreement, when executed and delivered, will constitute the legal, valid and binding obligations of Kanyon Construction enforceable against Kanyon Construction in accordance with its terms.

(b) The Bodily Trust hereby represents and warrants to Kanyon Construction that the Bodily Trust is the sole legal owner of the Bodily Trust Property and has full power and authority to enter into this Agreement and to perform its obligations hereunder. This Agreement, when executed and delivered, will constitute the legal, valid and binding obligations of the Bodily Trust enforceable against the Bodily Trust in accordance with its terms.

6. General Provisions.

(a) No Waiver. No waiver of any default or breach hereunder by either Party shall be implied from any omission by the other Party to take action on account thereof, and no express waiver shall affect any default other than that specified in the waiver and the waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by either Party to or of any act by the other

Party requiring consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

(b) Entire Agreement; Amendment. This Agreement, together with the Record of Survey, constitutes the entire agreement and understanding of the Parties and all prior or concurrent agreements, whether written or oral, in regard to the subject matter hereof are and have been merged herein and superseded hereby. No supplement, modification or amendment of this Agreement will be binding unless in writing and executed by each Party. The recitals set forth in the beginning of this Agreement and the exhibits attached hereto are incorporated herein.

(c) Relationship of Parties. Nothing herein shall create or be construed to create any relationship of joint venture, equity venture, partnership or other relationship of any nature between the Parties.

(d) No Third-Party Beneficiary. Except as expressly set forth herein, this Agreement is made and entered into for the sole benefit of Kanyon Construction and the Bodily Trust and no third party shall have any right to any benefit hereunder.

(e) Binder Effect. This Agreement shall be binding on the Parties and their respective heirs, successor, and assigns.

(f) Notices. Any consent, request, notice or other communication required or contemplated by this Agreement shall be in writing and shall be deemed properly given (i) if hand delivered, when delivered; (ii) if mailed by United States Certified Mail (postage prepaid, return receipt requested), three (3) business days after mailing; or (iii) if by Federal Express or other nationally recognized overnight courier service, on the next business day after delivered to such courier service for delivery on the next business day, to the addresses set forth above, or at such other address as the Party to be served with notice has furnished in writing to the Party seeking or desiring to serve notice as a place for the service of notice.

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

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

(i) 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.

(j) 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.

(k) 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.

(l) Counterparts. This Agreement may be executed and notarized in counterparts, all of which taken together shall constitute one agreement binding on all of the Parties, notwithstanding that all of the Parties are not signatories to the original or the same counterpart.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement, to be effective for all purposes as of the date first written above.

**BRENT AND CONNIE BODILY FAMILY
TRUST DATED DECEMBER 28, 1999**

By: *Brent G. Bodily*
Brent G. Bodily, Trustee

By: *Connie Sue Bodily*
Connie Sue Bodily, Trustee

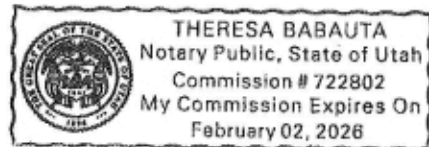
STATE OF Utah }
 }ss.
COUNTY OF Davis }

On this 21st day of September, 2023, personally appeared before me Brent G. Bodily, Trustee of the Brent and Connie Bodily Family Trust dated December 28, 1999, the signer of the foregoing instrument, who known to me (or proved on the basis of sufficient identification), acknowledged to me that he executed the same.

Theresa Babauta
Notary Public

My Commission Expires: 02/02/2026

STATE OF Utah }
 }ss.
COUNTY OF Davis }



On this 21st day of September, 2023, personally appeared before me Connie Sue Bodily, Trustee of the Brent and Connie Bodily Family Trust dated December 28, 1999, the signer of the foregoing instrument, who known to me (or proved on the basis of sufficient identification), acknowledged to me that she executed the same.

Theresa Babauta
Notary Public

My Commission Expires: 02/02/2026

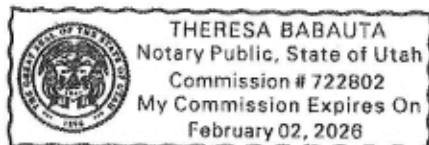


EXHIBIT A

LEGAL DESCRIPTION OF KANYON CONSTRUCTION PROPERTY

All of Lot 5, HARWARD SYRACUSE SUBDIVISION, according to the official plat thereof on file and of record in the Davis County Recorder's office.

All of Lot 6, HARWARD SYRACUSE SUBDIVISION, according to the official plat thereof on file and of record in the Davis County Recorder's office.

All of Parcel "A", HARWARD SYRACUSE SUBDIVISION, according to the official plat thereof on file and of record in the Davis County Recorder's office.

All of Parcel "B", HARWARD SYRACUSE SUBDIVISION, according to the official plat thereof on file and of record in the Davis County Recorder's office.

EXHIBIT B

LEGAL DESCRIPTION OF BODILY TRUST PROPERTY

A parcel of land, situate in the Southwest Quarter of Section 9, Township 4 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in Syracuse City, Utah, more particularly described as follows:

Beginning at a point, said point being South 89°46'19" East 898.18 feet along the section line (NAD83 Bearing being South 89°25'37" East between the West Quarter Corner and the Center of Section 9, Township 4 North, Range 2 West, Salt Lake Base and Meridian, per the Davis County Township Reference plat) and South 00°20'35" East 1389.25 feet from the West Quarter Corner of Section 9 Township 4 North, Range 2 West, Salt Lake Base and Meridian, and running thence:

North 24°20'23" West 137.46 feet;
thence South 89°29'34" West 312.58 feet to the right-of-way line Bluff Road;

thence along said right-of-way the following two (2) courses and distances:

1. northwesterly 58.48 feet along the arc of a 7440.89-foot radius non-tangent curve to the right (center bears North 61°37'11" East and the long chord bears North 28°09'19" West 58.48 feet with a central angle of 00°27'01")
2. North 24°17'16" West 174.77 feet

thence North 89°14'18" East 350.57 feet;
thence North 00°13'39" East 183.76 feet;
thence South 89°46'21" East 710.31 feet;
thence South 00°13'39" West 513.62 feet;
thence South 89°29'05" West 590.86 feet to the Point of Beginning.

Contains: 420,907 square feet or 9.663 acres.

EXHIBIT C

LEGAL DESCRIPTION OF REVISED KANYON CONSTRUCTION PROPERTY

All of Lot 7, HARWARD SYRACUSE SUBDIVISION-FIRST AMENDED, according to the official plat thereof on file and of record in the Davis County Recorder's office.

All of Lot 8, HARWARD SYRACUSE SUBDIVISION-FIRST AMENDED, according to the official plat thereof on file and of record in the Davis County Recorder's office.

All of Parcel "C", HARWARD SYRACUSE SUBDIVISION-FIRST AMENDED, according to the official plat thereof on file and of record in the Davis County Recorder's office.

All of Parcel "D", HARWARD SYRACUSE SUBDIVISION-FIRST AMENDED, according to the official plat thereof on file and of record in the Davis County Recorder's office.

EXHIBIT D

LEGAL DESCRIPTION OF REVISED BODILY TRUST PROPERTY

A parcel of land, situate in the Southwest Quarter of Section 9, Township 4 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in Syracuse City, Utah, more particularly described as follows:

Beginning at a point, said point being South 89°46'19" East 898.18 feet along the section line (NAD83 Bearing being South 89°25'37" East between the West Quarter Corner and the Center of Section 9, Township 4 North, Range 2 West, Salt Lake Base and Meridian, per the Davis County Township Reference plat) and South 00°20'35" East 1389.25 feet from the West Quarter Corner of Section 9 Township 4 North, Range 2 West, Salt Lake Base and Meridian, and running thence:

thence North 24°20'23" West 137.46 feet;

thence South 89°29'34" West 312.52 feet to a point on the right-of-way line of Bluff Road;

thence along said right-of-way line the following two (2) courses and distances:

1. northwesterly 58.48 feet along the arc of a 7440.89-foot radius non-tangent curve to the right (center bears North 61°37'11" East and the long chord bears North 28°09'19" West 58.48 feet with a central angle of 00°27'01")
2. North 24°17'16" West 175.07 feet

thence North 89°19'27" East 353.67 feet;

thence North 00°13'41" East 183.96 feet;

thence South 89°46'20" East 707.32 feet;

thence South 00°13'39" West 513.62 feet;

thence South 89°29'05" West 590.86 feet to the Point of Beginning.

Contains: 420,342 square feet or 9.650 acres.

EXHIBIT E

LEGAL DESCRIPTION OF BOUNDARY LINE

Beginning at a point on the northerly/easterly line of Bluff Road, said point being South $00^{\circ}14'37''$ West 1057.32 feet along the section line (NAD83 Bearing being South $00^{\circ}34'59''$ West between the West Quarter Corner and the Southwest Corner of Section 9, Township 4 North, Range 2 West, Salt Lake Base and Meridian, per the Davis County Township Reference plat) and South $89^{\circ}45'23''$ East 442.17 feet from the West Quarter Corner of Section 9 Township 4 North, Range 2 West, Salt Lake Base and Meridian, and running thence:

North $89^{\circ}19'27''$ East 353.67 feet along a wire fence;
thence North $00^{\circ}13'41''$ East 183.96 to the southerly line of Parcel A, Country Fields Subdivision and terminating.