

When Recorded, Mail To:

Judy King  
369 West 700 South  
Springville, UT 84663



ENT 41609:2023 PG 1 of 9  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2023 Jun 28 10:25 am FEE 40.00 BY TM  
RECORDED FOR KING, JUDY

Serial Nos.: 26:028:0036, 26:025:0006

(Space Above for Recorder's Use)

**BOUNDARY LINE AGREEMENT**

This BOUNDARY LINE AGREEMENT (this "Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between **The Judy A. King Family Trust dated 07-09-2021, Judy A. King Trustee ("King")**, and **CX Holdings Inc. ("CX Holdings")**.

**RECITALS**

A. King is the owner of certain real property, identified by tax parcel identification number 26:028:0036, located in Springville, Utah County, Utah (collectively, the "Existing King Parcel"), and more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

B. CX Holdings is the owner of certain real property, identified by tax parcel identification number 26:025:0006, located in Springville, Utah County, Utah (collectively, the "Existing CX Holdings Parcel"), as more particularly described on Exhibit B attached hereto and incorporated herein by this reference.

C. Without effectuating a subdivision or creating any new tax parcels, the Parties have now agreed to adjust the common boundary lines between the Existing Parcels, subject to the terms and conditions of this Agreement.

**TERMS AND CONDITIONS**

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. Recitals. The Parties hereto incorporate the above Recitals herein by this reference.
2. Reconfiguration of the Existing Parcels. The Parties hereby reconfigure the Existing Parcels as follows:
  - (a) the Existing King Parcel is reconfigured to the legal description set forth on Exhibit C (the "New King Parcel"); and
  - (b) the Existing CX Holdings Parcel is reconfigured to the legal description set forth on Exhibit D (the "New CX Holdings Parcel").
  - (c) the New Boundary Line is described to the legal description set forth on Exhibit E (the "New Boundary Line").

The New King Parcel and New CX Holdings Parcel shall hereinafter be referred to individually as “New Parcels”.

3. Conveyance of Property. King hereby quitclaims to CX Holdings any and all right, title, and interest in the New CX Holdings Parcel to CX Holdings. CX Holdings hereby quitclaims to King any and all right, title, and interest in the New King Parcel to King, as of the date of this Agreement.

Notwithstanding anything to the contrary herein, the conveyance of parcels shall not include, and each Party specifically reserves and retains unto itself, any and all water rights or rights to the use of water whether appurtenant to each Party’s respective parcel or not in which each Party may have an interest. The Parties do not intend by the Agreement, or this exchange specifically, to transfer any water rights or rights to the use of water and it is the Parties’ intent that this conveyance shall not transfer any water rights or rights to the use of water by implication.

4. No Subdivision. The Parties hereto acknowledge that the purpose of this Agreement is to adjust the common boundary lines between the Existing Parcels and not to undertake a subdivision or the creation of additional tax parcels. The Parties originally held title to two tax parcels each and there remain two tax parcels each subsequent to the adjustment of the boundaries provided herein. Notwithstanding the foregoing, nothing herein limits the Parties or their successors-in-interest from the future subdivision of their respective New Parcels, either jointly or individually, as otherwise permitted by law.

5. Condition of the New Parcels. The Parties accept their respective New Parcel(s) and all aspects thereof in “AS IS,” “WHERE IS” condition, without warranties, either express or implied, “WITH ALL FAULTS,” including but not limited to both latent and patent defects. In connection with the foregoing, each Party hereto quitclaims to the other Party such easement rights, prescriptive or otherwise, that such Party may have to the other Party’s New Parcel(s).

6. Governmental Approvals. King, at King’ sole cost and expense, shall obtain any governmental or municipal approval that may be required or necessary to effectuate the intent of this Agreement, such as the preparation, filing and approval of a lot line adjustment application. CX Holdings, at no cost to CX Holdings, shall reasonably cooperate to obtain such approval, including signing any necessary or required applications or instruments. The Parties agree to be responsible for their respective attorney’s fees incurred in relation to any governmental or municipal approval, if any.

7. Integration; Modification. This Agreement (including all Exhibits attached hereto) 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.

8. Duration; Rights Run With the Land; Binding Effect. This Agreement 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 New Parcels, or any portion of their respective New Parcels, 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 encumbrances, lien, judgment, easement, lease or other right affecting, the New Parcels, or any portion of the New Parcels, or any change of use, demolition, reconstruction, expansion or other circumstances.

9. Further Action. The Parties shall execute and deliver all documents, provide all

information, take or forbear from all action as may be reasonably necessary or appropriate to achieve the purpose of this Agreement.

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

11. 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 provision 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.

12. Recording. This Agreement shall be recorded with the Recorder's office of Utah County, State of Utah.

13. Counterparts. The Parties agree that this Agreement may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same instrument binding all of the Parties hereto, notwithstanding that all of the Parties may not have executed the original or the same counterparts. For all purposes, including without limitation, recordation, filing and delivery of this Agreement, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

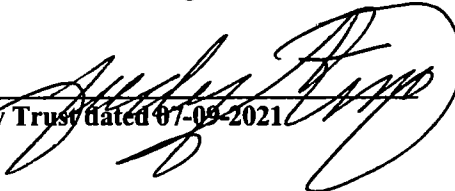
14. Survey. The boundary lines between the respective parcels have been fixed or otherwise established by survey. A record of Survey Map has been duly filed with the Utah County Surveyor as File Number 23-191, as conducted and prepared by David F. Hunt, License No. 5243543-2201, of Level of Focus, Inc.

*(signatures and acknowledgements to follow)*

**SIGNATURE PAGE FOR  
BOUNDARY LINE AGREEMENT**

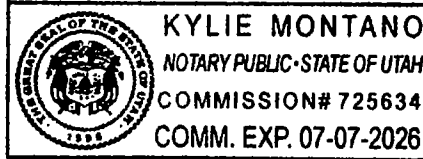
IN WITNESS WHEREOF, this Agreement is executed as of the day and year first above given.

Judy A. King, Trustee  
The Judy A. Kink Family Trust dated 07-09-2021



STATE OF UTAH )  
  :SS  
COUNTY OF UTAH )

On this 27 day of June, 2023, personally appeared before me **Judy A. King**, in the capacity indicated.



Kylie Montano  
Notary Public for the State of Utah

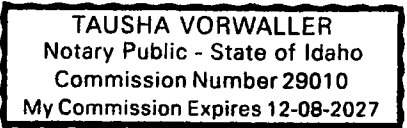
CX Holdings, Inc.

By: Reed Crandall REED CRANDALL (Print and Sign name)  
Its: President

STATE OF Idaho )  
  : SS  
COUNTY OF Caribou )

On this 26<sup>th</sup> day of June, 2023, personally appeared before me Reed Crandall, whose identity is personally known by me or proven by satisfactory evidence to me, and who by me duly sworn/affirmed, did say that he is the President of CX Holdings, Inc. and that said document was signed by him on behalf of said CX Holdings, Inc., and acknowledged to me that said Reed Crandall executed the same.

Tausha Vorwaller  
Notary Public for the State of Idaho



**EXHIBIT A (to Boundary Line Agreement)**

**Legal Description of the Existing King Parcels**

Serial No. 26:028:0036

COMMENCING AT A POINT LOCATED N 1 DEG 1' 45" W 833.24 FEET & EAST 12.59 FEET FROM THE WEST 1/4 CORNER OF SECTION 4, T8S, R3E, SLB&M.; THENCE N 0 DEG 51' 29" W 513.53 FEET; THENCE N 0 DEG 46' 22" W 267.69 FEET; THENCE N 89 DEG 35' 55" E 75.57 FEET; THENCE S 88 DEG 20' 40" E 259.61 FEET; THENCE S 86 DEG 32' 54" E 86.99 FEET; THENCE S 2 DEG 53' 5" W 389.37 FEET; THENCE N 89 DEG 42' 15" E 295.75 FEET; THENCE S 5 DEG 17' 55" W 170.57 FEET; THENCE N 89 DEG 48' 54" W 197.59 FEET; THENCE S 4 DEG 42' 22" W 85.59 FEET; THENCE S 74 DEG 45' 32" W 483.39 FEET TO THE POINT OF BEGINNING.

AREA 7.975 ACRES

**EXHIBIT B (to Boundary Line Agreement)**

**Legal Description of the Existing CX Holdings Parcel**

Serial No. 26:025:0006

COMMENCING AT A POINT LOCATED N 1082.08 FEET & E 456.43 FEET FROM THE WEST 1/4 CORNER OF SECTION 4, T8S, R3E, SLB&M.; THENCE E 201.95 FEET; THENCE S 5 DEG 30' 0" W 168.96 FEET; THENCE S 89 DEG 0' 0" E 229.78 FEET; THENCE S 4 DEG 0' 58" W 472.85 FEET; THENCE W 20.33 FEET; THENCE S 5 DEG 30' 2" W 17.02 FEET; THENCE N 89 DEG 0' 0" W 221.75 FEET; THENCE S 5 DEG 30' 0" W 623.68 FEET; THENCE W 197.99 FEET; THENCE N 5 DEG 15' 0" E 1283.66 FEET; THENCE S 72 DEG 0' 47" E 1.7 FEET TO THE POINT OF BEGINNING.

AREA 8.531 ACRES

**EXHIBIT C (to Boundary Line Agreement)**

**Legal Description of New King Parcel**

BEGINNING AT POINT LOCATED NORTH 01°01'45" WEST ALONG THE SECTION LINE 833.24 FEET AND EAST 12.59 FEET FROM THE WEST QUARTER CORNER OF SECTION 4, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°51'29" WEST 513.53 FEET; THENCE NORTH 00°46'22" WEST 267.69 FEET; THENCE NORTH 89°35'55" EAST 75.57 FEET TO A FENCE CORNER; THENCE SOUTH 88°20'40" EAST ALONG A FENCE LINE 259.61 FEET; THENCE SOUTH 86°32'54" EAST ALONG A FENCE LINE 86.99 FEET; THENCE SOUTH 02°53'05" WEST ALONG A FENCE LINE 389.37 FEET; THENCE NORTH 89°42'15" EAST ALONG A FENCE LINE 295.75 FEET; THENCE SOUTH 05°17'55" WEST ALONG A FENCE LINE 170.57 FEET; THENCE NORTH 89°48'54" WEST ALONG A FENCE LINE 197.59 FEET; THENCE SOUTH 04°42'22" WEST 85.59 FEET; THENCE SOUTH 74°45'32" WEST 483.39 FEET TO THE POINT OF BEGINNING.

AREA = 7.9792 ACRES

**EXHIBIT D (to Boundary Line Agreement)**

**Legal Description of New CX Holdings Parcel**

BEGINNING AT A POINT LOCATED NORTH 1044.889 FEET AND EAST 654.799 FEET FROM THE WEST QUARTER CORNER OF SECTION 4, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S 5 DEG 30' 0" W 131.597 FEET; THENCE S 89 DEG 0' 0" E 229.78 FEET; THENCE S 4 DEG 0' 58" W 472.85 FEET; THENCE W 20.33 FEET; THENCE S 5 DEG 30' 2" W 17.02 FEET; THENCE N 89 DEG 0' 0" W 221.75 FEET; THENCE S 5 DEG 30' 0" W 623.68 FEET; THENCE W 197.99 FEET; THENCE N 5 DEG 15' 0" E 1154.997 FEET; THENCE N 74 DEG 45' 32" E 21.726 FEET; THENCE N 04 DEG 42' 22" E 85.59 FEET; THENCE S 89 DEG 48' 54" E 183.765 FEET TO THE POINT OF BEGINNING.

AREA = 8.318 ACRES



**EXHIBIT E**

**New Boundary Line**

BEGINNING AT POINT LOCATED NORTH 01°01'45" WEST ALONG THE SECTION LINE 954.624 FEET AND EAST 460.20 FEET FROM THE WEST QUARTER CORNER OF SECTION 4, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 74°45' 32" EAST 21.726 FEET TO AN EXISTING FENCE LINE; THENCE ALONG SAID FENCE LINE THE FOLLOWING TWO (2) COURSES: NORTH 04°42'22" EAST 85.59 FEET AND SOUTH 89°48'54" EAST 197.59 FEET TO THE ENDPOINT.