

When Recorded, Mail To:

WOOD SPRINGS, LLC CX Holdings Inc.
407 N. Main 1034 Kimball Lane
Springville, UT 84663 Bancroft, ID 83217

Serial Nos.: 26:028:0038, 26:025:0007, 26:025:0004

(Space Above for Recorder's Use)

BOUNDARY LINE AGREEMENT

This BOUNDARY LINE AGREEMENT (this "Agreement") is entered into as of the 12TH day of DECEMBER 2023, by and between **Wood Springs, LLC** a Utah limited liability company ("Wood Springs"), and **CX Holdings Inc.** ("CX Holdings Inc.").

RECITALS

A. Wood Springs is the owner of certain real property, identified by tax parcel identification number 26:028:0038, located in Springville, Utah County, Utah (the "**Existing Wood Springs Parcel**"), and more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

B. CX Holdings Inc. is the owner of certain real property, identified by tax parcel identification numbers 26:025:0007 and 26:025:0004 located in Springville, Utah County, Utah (collectively, the "**Existing CX Holdings Inc. Parcels**"), 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 WOOD SPRINGS parcel is reconfigured to the legal description set forth on Exhibit C (the "**New Wood Springs Parcel**"); and

(b) the Existing CX Holdings Inc. Parcels are reconfigured to the legal descriptions set forth on Exhibit D (the "**New CX Holdings Inc. Parcels**").

(c) the New Boundary Line is described to the legal description set forth on Exhibit E (the "**New Boundary Line**").

The New WOOD SPRINGS Parcel and New CX Holdings Inc. Parcels shall hereinafter be referred to individually as "**New Parcels**".

3. Conveyance of Property. Wood Springs hereby quitclaims to CX Holdings Inc. any and all right, title, and interest in the New CX Holdings Inc. Parcels to CX Holdings Inc.. CX Holdings Inc. hereby quitclaims to Wood Springs any and all right, title, and interest in the New Wood Springs Parcel to Wood Springs, 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. Wood Springs, at Wood Springs' 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 Inc., at no cost to CX Holdings Inc., 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.

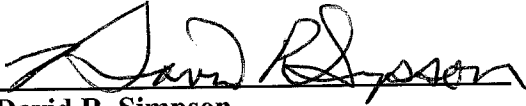
14. Survey. The boundary lines between the respective parcels have been fixed or otherwise established by survey. A record of Survey Map has been duly filed with the Utah County Surveyor as File Number #23-374, as conducted and prepared by David F. Hunt, License # 5243543-2201 of Atlas Engineering, LLC.

(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.

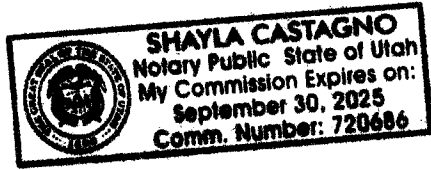
Wood Springs, LLC, a Utah limited liability company



**By: David R. Simpson
As: Manager**

STATE OF UTAH)
 Box Elder :SS
COUNTY OF ~~UTAH~~)

Signed before me by **David R. Simpson as Manager of Wood Springs, LLC, a Utah limited liability company**, in the capacity indicated, on this 12 day of December, 2023.



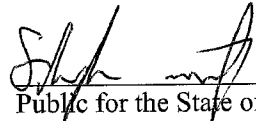
 _____ Notary
Public for the State of Utah

EXHIBIT A (to Boundary Line Agreement)

Legal Description of the Existing Wood Springs Parcel

EXISTING WOOD SPRINGS BOUNDARY DESCRIPTION (PARCEL 26:028:0038)

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 4, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 0°0'42" EAST 449.189 FEET; THENCE EAST 421.85 FEET; THENCE SOUTH 4°42'22" WEST 454.915 FEET; THENCE NORTH 89°37'57" WEST 141.82 FEET; THENCE NORTH 89°13'30" WEST 242.83 FEET TO THE POINT OF BEGINNING.

EXHIBIT B (to Boundary Line Agreement)

Legal Description of the Existing CX Holdings Inc. Parcels

EXISTING CX HOLDINGS BOUNDARY DESCRIPTION (PARCEL 26:025:0007)

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 SOUTH 5°30'0" WEST 131.597 FEET; THENCE SOUTH 89°0'0" EAST 229.78 FEET; THENCE SOUTH 4°0'58" WEST 472.85 FEET; THENCE WEST 20.33 FEET; THENCE SOUTH 5°30'2" WEST 17.02 FEET; THENCE NORTH 89°0'0" WEST 221.75 FEET; THENCE SOUTH 5°30'0" WEST 623.68 FEET; THENCE WEST 197.99 FEET; THENCE NORTH 5°15'0" EAST 1154.997 FEET; NORTH 74°45'32" EAST 21.726 FEET; THENCE NORTH 04°42'22" EAST 85.59 FEET; THENCE SOUTH 89°48'54" EAST 183.765 FEET TO THE POINT OF BEGINNING.

EXISTING CX HOLDINGS BOUNDARY DESCRIPTION (PARCEL 26:025:0004)

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 4, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 236.90 FEET; THENCE EAST 365.50 FEET; THENCE NORTH 05°15'00" EAST 240.00 FEET; THENCE WEST 389.40 FEET TO THE POINT OF BEGINNING.

EXHIBIT C (to Boundary Line Agreement)

Legal Description of New Wood Springs Parcel

NEW WOOD SPRINGS BOUNDARY DESCRIPTION (Formerly PARCEL 26:028:0038)

BEGNNING AT THE WEST QUARTER CORNER OF SECTION 4, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°00'42" EAST 449.189 FEET; THENCE EAST 421.85 FEET; THENCE SOUTH 04°42'22" WEST 454.915 FEET; THENCE NORTH 89°37'57" WEST 141.82 FEET; THENCE NORTH 89°13'30" WEST 242.83 FEET TO THE POINT OF BEGINNING.

EXHIBIT D (to Boundary Line Agreement)

Legal Description of New CX Holdings Inc. Parcels

NEW CX HOLDINGS BOUNDARY DESCRIPTION (Formerly PARCEL 26:025:0007)

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 SOUTH 5°30'0" WEST 131.597 FEET; THENCE SOUTH 89°0'0" EAST 229.78 FEET; THENCE SOUTH 4°0'58" WEST 472.85 FEET; THENCE WEST 20.33 FEET; THENCE SOUTH 5°30'2" WEST 17.02 FEET; THENCE NORTH 89°0'0" WEST 221.75 FEET; THENCE SOUTH 5°30'0" WEST 623.68 FEET; THENCE WEST 197.99 FEET; THENCE NORTH 5°15'0" EAST 1154.997 FEET; NORTH 74°45'32" EAST 21.726 FEET; THENCE NORTH 04°42'22" EAST 85.59 FEET; THENCE SOUTH 89°48'54" EAST 183.765 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING:

BEGNNING AT THE WEST QUARTER CORNER OF SECTION 4, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°00'42" EAST 449.189 FEET; THENCE EAST 421.85 FEET; THENCE SOUTH 04°42'22" WEST 454.915 FEET; THENCE NORTH 89°37'57" WEST 141.82 FEET; THENCE NORTH 89°13'30" WEST 242.83 FEET TO THE POINT OF BEGINNING.

NEW CX HOLDINGS BOUNDARY DESCRIPTION (Formerly PARCEL 26:025:0004)

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 4, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 236.90 FEET; THENCE EAST 365.50 FEET; THENCE NORTH 05°15'00" EAST 240.00 FEET; THENCE WEST 389.40 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING:

BEGNNING AT THE WEST QUARTER CORNER OF SECTION 4, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°00'42" EAST 449.189 FEET; THENCE EAST 421.85 FEET; THENCE SOUTH 04°42'22" WEST 454.915 FEET; THENCE NORTH 89°37'57" WEST 141.82 FEET; THENCE NORTH 89°13'30" WEST 242.83 FEET TO THE POINT OF BEGINNING.

EXHIBIT E

**New Boundary Line
(Boundary line along two CX Holdings Inc. parcels.)**

NEW BOUNDARY LINE DESCRIPTION

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 4, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°13'30" EAST 242.83 FEET; THENCE SOUTH 89°37'57" EAST 141.82 FEET; THENCE NORTH 04°42'22" EAST 454.915 FEET TO THE END POINT.