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Jeffery Smith

Utah County Recorder

2018 Jan 19 08:47 AM FEE 22.00 BY MA

RECORDED FOR Cottonwood Title Insurance Agence
ELECTRONICALLY RECORDED

When Recorded Return To: D.R. Horton, Inc. 12351 S. Gateway Park Place, Ste. D100 Draper, Utah 84020 Attention: Adam Loser

BOUNDARY LINE AGREEMENT (EAST-WEST LINE)

THIS BOUNDARY LINE AGREEMENT (this "<u>Agreement</u>") is entered into as of December <u>29</u>, 2017, by and among CRYSTAL ANIMAL FOODS, INC., a Utah corporation (referred to herein as "<u>Crystal</u>"), whose address is <u>POROX 31, Leni, UT 84043</u>, and SOA INVESTMENTS, LLC, a Utah limited liability company (referred to herein as "<u>SOA</u>") whose address is 166 West 100 South, Lehi, Utah 84043. Crystal and SOA are sometimes referred to herein singularly as a "<u>Party</u>" and collectively as the "<u>Parties</u>" with respect to the following:

- A. Crystal owns that certain parcel of real property (the "<u>Crystal Property</u>") located in Utah County, Utah, more particularly identified as Tax Parcel No. 58-023-0036.
- B. SOA owns that certain parcel of real property (the "SOA Property") located in Utah County, Utah, more particularly identified as Tax Parcel No. 58-023-0126.
- C. The Crystal Property and the SOA Property are contiguous. The Crystal Property and the SOA Property are sometimes referred to herein singularly as a "<u>Parcel</u>" and collectively as the "Parcels."
- D. The Parties are entering into this Agreement to establish the boundary line between their respective Parcels in accordance with the terms of this Agreement.

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. <u>Accuracy of Recitals</u>. The recitals set forth above are true, correct and complete in all material respects.
- 2. <u>Boundary Line</u>. Pursuant to Section 57-1-45 of the Utah Code, the Parties hereby covenant and agree that from and after the date of this Agreement, the boundary line (the "<u>Boundary Line</u>") between the Crystal Property and the SOA Property shall follow the legal description which is more particularly described on <u>Exhibit A</u> attached hereto and made a part hereof. Each Party hereto shall have the right to enjoy its respective Parcel up to the Boundary Line. To conform the legal descriptions of each of the Parcels to the Boundary Line, (i) Crystal hereby quitclaims to SOA any and all of Crystal's right, title and interest in and to the real property lying south of and contiguous to the Boundary Line as depicted on <u>Exhibit B</u> attached hereto; and (ii) SOA hereby quitclaims to Crystal any and all of SOA's right, title and interest in

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and to the real property lying north of and contiguous to the Boundary Line, as depicted on Exhibit B attached hereto.

- 3. <u>Integration; Modification</u>. 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.
- 4. <u>Duration; Rights Run With the Land; Binding Effect.</u> This Agreement and the 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 Parcels, or any portion of the Parcels, or any change of use, demolition, reconstruction, expansion or other circumstances.
- 5. <u>Further Action</u>. 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.
- 6. <u>Applicable Law</u>. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.
- 7. <u>Interpretation</u>. 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. <u>Severability</u>. 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 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. <u>Attorneys' Fees</u>. In the event it becomes necessary for either Party to employ the service of an attorney in connection herewith, 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 this Agreement.
- 10. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, by facsimile or otherwise, shall be deemed an original, but all of which shall together constitute one and the same instrument.

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

		CRYSTAL ANIMAL FOODS, INC., a Utah corporation
		By:Printed Name:
		SOA INVESTMENTS, LLC, a Utah limited liability company
		By: Rahnt Allml Printed Name: Robert Allred Title: Manager
STATE OF UTAH) : ss.	
COUNTY OF)	
2017, by		acknowledged before me this day of December,, in such person's capacity as the of Crystal Animal Foods, Inc., a Utah corporation.
		NOTARY PUBLIC Residing at:
My Commission Expires	s:	

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STATE OF UTAH)	
COUNTY OF HAN : ss.	
The foregoing instrument 2016 by Potor	was acknowledged before me this 12 day of Wed, in such person's capacity as the of SOA Investments, LLC, a Utah limited liability
company.	
	talsu alli
	NOTARY PUBLIC CANALL
	Residing at: HAN WINT
My Commission Expires: JUNE 131 2021	NOTARY PUBLIC DELSA SOLIAI 695837 COMMISSION EXPIRES JUNE 13, 2021 STATE OF UTAH

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

	By: Asimal FOODS, INC., a Utah corporation By: Asimal FOODS, INC., By: Asimal Collar Printed Name: Scott C. Mclachlar Title: Manager
	SOA INVESTMENTS, LLC, a Utah limited liability company
	By: Printed Name: Title:
STATE OF UTAH) COUNTY OF UTAH): ss.	11 January
The foregoing instrument was a 2018, by Scott C. Wild President	cknowledged before me this day of December, in such person's capacity as the of Crystal Animal Foods, Inc., a Utah corporation.
My Commission Expires:	NOTARY PUBLIC Residing at: Saratoga Spring, UT.
04/26/18	ANGIE MALLEN NOTARY PUBLIC - STATE OF UTAH COMMISSION# 674229 COMM. EXP. 04-26-2018

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EXHIBIT A TO BOUNDARY LINE AGREEMENT

LEGAL DESCRIPTION OF THE BOUNDARY LINE

THE BOUNDARY LINE IS LOCATED IN UTAH COUNTY, UTAH AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A portion of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian, located in Lehi, Utah more particularly described as follows:

Beginning at a point on the north line of that real property described in Deed Entry No. 2143:1996, said point being located N0°18'43"E along the Quarter Section Line 2292.13 feet and East 947.66 feet from the South 1/4 Corner of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence S65°04'00"E along said real property and fence line 408.01 feet to a fence corner, also being the point of terminus from which the South 1/4 Corner of said section bears S32°06'13"W 2502.80 feet.

EXHIBIT B TO BOUNDARY LINE AGREEMENT

DRAWING DEPICTING THE BOUNDARY LINE BETWEEN THE CRYSTAL PROPERTY AND THE SOA PROPERTY

