

WHEN RECORDED, MAIL TO:

CRA Enterprise Investments, L.C.
P.O. Box 136,
Coalville, Utah 84017

Tax Parcel No. CT-301-C-1 and CT-301-B

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT (this "Agreement") is made this day of 20 (the "Effective Date"), by and between COALVILLE BOND HOLDINGS, LLC, a Utah limited liability company ("Coalville"), with an address of P.O. Box 4902, Jackson, WY 83001, and CRA ENTERPRISE INVESTMENTS, L.C. (also known as "CRA ENTERPRISES INVESTMENTS, L.C."), a Utah limited liability company ("CRA"), with an address of P.O. Box 136, Coalville, Utah 84017. Coalville and CRA are sometimes referred to herein as the "Party," and collectively as the "Parties."

RECITALS

A. Coalville owns that certain parcel of real property located in Summit County, State of Utah, more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the "Original Coalville Property").

B. CRA owns that certain parcel of real property located contiguous to the Coalville Property in Summit County, State of Utah, more particularly described on Exhibit B, attached hereto and incorporated herein by this reference (the "Original CRA Property"). The Original Coalville Property and the Original CRA Property are sometimes referred to in this Agreement individually as a "Property" and collectively as the "Properties."

C. The Properties are contiguous to each other and share a common and shared boundary line (the "Boundary Line").

D. Without effectuating a subdivision or creating any new tax parcels, the Parties now desire to adjust the Boundary Line between the Properties, as further set forth in this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises and conveyances contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The Parties hereto incorporate the above Recitals herein by this reference.
2. Adjustment to Boundary Line and Conveyance of Property. From and after the Effective Date, the Boundary Line between the Properties shall be reconfigured to boundary line described on the survey set forth on Exhibit C, attached hereto and incorporate herein by this reference. Accordingly, the Parties hereby reconfigure the Properties and the new parcels shall be described as follows:

2.1. The Original Coalville Property is reconfigured to the legal description set forth on Exhibit D (the "New Coalville Property"); and

2.2. The Original CRA Property is reconfigured to the legal description set forth on Exhibit E (the "New CRA Property").

The New Coalville Property and the New CRA Property shall hereinafter be referred to individually as a "New Parcel" and collectively as the "New Parcels."

3. Conveyance of Properties.

3.1. Conveyance by Coalville. Coalville hereby conveys to CRA, any and all real property originally a part of the Original Coalville Property that, as of the date of this Agreement, is a part of the New CRA Property. Notwithstanding any provision of Utah Code Ann. § 57-1-45 to the contrary, Coalville intends that the foregoing conveyances be with all general warranties and covenants granted by a "general warranty deed" under Utah Code Ann. § 57-1-12. In order to accomplish the mutual goals and desires of the Parties, and to conform the legal descriptions of each of the New Properties, Coalville hereby conveys and warrants to CRA, any and all of Coalville's right, title and interest in and the portion of the Original Coalville Property that is now a part of the New CRA New Property, and the legal description for the Properties shall henceforth be changed from the legal descriptions set forth on Exhibit A and Exhibit B hereto to the legal descriptions set forth on Exhibit D and Exhibit E hereto.

3.2. Conveyance by CRA. CRA hereby quitclaims to Coalville, any and all real property originally a part of the Original CRA Property that, as of the date of this Agreement, is a part of the New Coalville Property. Notwithstanding any provision of Utah Code Ann. § 57-1-45 to the contrary, CRA intends that the foregoing conveyances be without warranty (i.e. quitclaim) pursuant to a "quitclaim deed" under Utah Code Ann. § 57-1-13 only.

4. 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 the respective New Parcel, or any portion of the New Parcel; (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.

5. Compliance with Law. Pursuant to Utah Code Ann. § 17-27a-103(70), the adjustment of the Boundary Line does not constitute a subdivision of real property. The Parties acknowledge that the purpose of this Agreement is to adjust the common boundary lines between the Properties and not to undertake a subdivision or the creation of additional tax parcels. The Parties originally held title to two tax parcels and there remain two tax parcels subsequent to the adjustment of the boundaries provided herein. Furthermore, the Properties and the New Properties cover the same total area.

6. Governmental Approvals. If any governmental approval is required or necessary to effectuate the intent of the Agreement, such as the preparation, filing and approval of a lot line adjustment, etc., the Parties shall apply for and obtain such approval, including signing any necessary or required applications or instruments.

7. Miscellaneous. The Parties incorporate the above Recitals herein by this reference. This Agreement contains all of the terms, covenants, conditions, and agreements between the Parties with respect to the subject matters addressed herein. This Agreement may not be amended or supplemented except

through a writing executed by all Parties. This Agreement concerns real property located in the State of Utah and shall be governed by and construed in accordance with the laws of the State of Utah. The terms, covenants and conditions herein contained shall run with the land and be binding upon and inure to the benefit of the heirs, successors, transferees and assigns of the Parties. 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.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

COALVILLE:

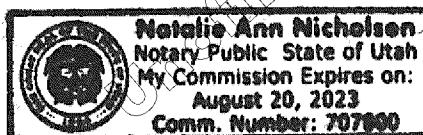
COALVILLE BOND HOLDINGS, LLC,
a Utah limited liability company

By: *Colby R. Collins*

Name: *Colby R. Collins*
Its: Manager

STATE OF Utah)
COUNTY OF Salt Lake) :ss

On this 30th day of December, 2020 personally appeared before me Colby R. Collins, known or satisfactorily proved to me to be the Manager of COALVILLE BOND HOLDINGS, LLC, a Utah limited liability company, who acknowledged to me that he/she signed the foregoing instrument as Manager for said limited liability company.



CRA:

CRA ENTERPRISE INVESTMENTS, L.C.
(also known as "CRA ENTERPRISES INVESTMENTS, L.C."),
a Utah limited liability company

By: *Rodney R. Bagnell*
Name: Rodney R. Bagnell
Its: Manager

STATE OF UTAH)
COUNTY OF SUMMIT) :ss

On this 5th day of JANUARY, 2021 personally appeared before me Rodney R. Bagnell, known or satisfactorily proved to me to be the Manager of CRA ENTERPRISE INVESTMENTS, L.C. (also known as CRA ENTERPRISES INVESTMENTS, L.C.) a Utah limited liability company, who acknowledged to me that he/she signed the foregoing instrument as Manager for said limited liability company.

Denise E. Smith
Notary Public for the State of UTAH

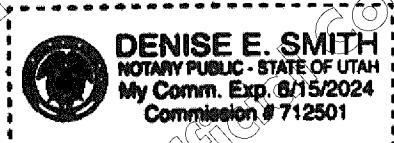


Exhibit A

(Legal Description of the Coalville Property)

A tract of land located in the S1/2 of Sec 4 & in the N 1/2 of Sec 9 T2NR5E SLBM & having a basis of bearing taken as S between the NW Cor & the SW Cor of SD Sec 9 described as follows:

Beg at a pt wh is N 88°46'24" W 450.52 ft along the sec line from the N1/4 Cor of Sec 9 T2NR5E SLBM a monument in concrete (sd pt of beg being a rebar & cap monumenting the SE Cor of Cedar Crest Subdivision) & run th N 17°15'06" E 420.73 ft along the e'ly boundary of sd subdivision to a rebar & cap monumenting an angle pt on the e'ly boundary of sd subdivision; th N 22°33'41" E 580.03 ft along the e'ly boundary of sd subdivision to a rebar & cap monumenting an angle pt on the e'ly boundary of sd subdivision; th N 35°37'26" E 201.26 ft along the e'ly boundary of sd subdivision to a rebar & cap monumenting an angle pt on the e'ly boundary of sd subdivision & the center of sec line; th N 00°43'44" E along the center of sec line 214.59 ft to the NW Cor of the SW1/4 of the SE1/4 of Sec 4; th S 88°32'37" E along the 1/4-1/4 Sec line 1329.33 ft to the NE Cor of the SW1/4 of the SE1/4 of Sec 4; th S 00°23'40" W along the 1/4-1/4 Sec line 1320.13 ft to the SE Cor of the SW1/4 of the SE1/4 of Sec 4; th N 88°46'25" w along the sec line 539.07 ft to the crest of a cedar ridge; the following 3 calls being along sd crest: 1) th S 26°35'09" W 245.46 ft; 2) th S 18°16'04" W 307.89 ft; 3) th S 31°09'41" W 471.75 ft; th N 50°56'01" W 301.69 ft to a rebar & cap monumenting the NE Cor of that certain parcel of land conveyed to CRA Enterprises Investments LC by that certain Special Warranty Deed recorded January 14, 2000 as Entry#557193 in Bk 1303-1079 of the official records in the Office of the Summit County Recorder the following 8 calls being along the n'ly boundary of the CRA parcel: (note: a bearing rotation of 02°06'19" to the right has been applied); i) th N 48°49'51" W 188.47 ft to a rebar & cap; 2) th N 42°54'15" W 57.25 ft to a rebar & cap; 3) th N 48°49'5 1" W 96.07 ft to a rebar & cap; 4) th S 86°48'09" W 73.64 ft to a rebar & cap; 5) th S 31°30'39" W 221.86 ft to a rebar & cap; 6) th S 56°58'29" W 108.74 ft to a rebar & cap; 7) th S 52°56'29" W 115.32 ft to a rebar & cap; 8) th S 29°37'11" W 327.46 to the n'ly line of an existing rd (30 ft perpendicular from the c/l of sd rd); th N 63°34'07" W 296.43 ft along sd line; th along the arc of a cur to the left 753.44 ft (rad 483.56 ft chord bearing S 66°06'08" W 679.51 ft) along sd line; th S 15°45'06" W 29.69 ft along sd line to the s'ly line of the NW1/4 of the NW1/4 of Sec 9; th N 88°49'44" W 687.48 ft along sd line to the edge of a rock ledge; th N 43°38'35" E 64.40 ft along sd ledge to a nail set in ledge; th N 31°10'07" E 57.35 ft along sd ledge; th N 17°53'08" E 176.08 ft along sd ledge; th n 36°16'4 3" E 650.31 ft along sd ledge; th N 33°39'13" E 334.86 ft along sd ledge; th N 19°30'51" E 257.91 ft along sd ledge to the n'ly line of Sec 9 sd line also being the s'ly boundary line of Cedar Crest Subdivision); th S 88°46'24" E 1021.86 ft along sd Sec line to the pt of beg cont 99.96 ac (less and excepting the following property: that portion of the small business and technology park in the city of Coalville, County of Summit, State of Utah, per the official plat thereof, located in the NW 1/4 of Sec 9 T2N R5E SLBM, and being a strip of land 60.00 ft in width desc as fol: com at the N1/4 Cor of said Sec 9; th S89°47'19" W 594.06 ft alg the n'ly line of said Sec 9 & the s'ly line of the Cedar Crest Subdivision to the true pt of beg; th S 34°30'14 E 345.26 ft to nw'ly right-of-way line of Summit Business Park Drive, 60.00 ft wide, and the beg of a curve concave n'ly having a radius of 270.00 ft; th w'ly 28.65 ft along said curved right-of-way through a central angle of 06°04'46" th cont alg said right-of-way S 75°12'23" (assumed west) 34.59 ft; th N 34°30'14" W 366.30 ft to said n'ly line of Sec 9; th N 89°47'19" E 72.62 ft alg said n'ly line to the true pt of beg cont 0.49 ac (less 4.47 ac 1899-1815 CT-30 I-C-X) bal 95.00 ac 1372-1049 (see QCD-1497-1439 Boyden Farms LLC to Stephen G Boyden Trustee et al) 1867-1328 2088-1097 2111-686.

Tax Parcel No. CT-301-C-1

Exhibit B

(Legal Description of the CRA Property)

PARCEL A

BEGINNING at a point which is North 4142.81 feet and East 1809.85 feet from the Southwest corner of Section 9, Township 2 North, Range 5 East, Salt Lake Base and Meridian and running thence N 44° 07' 40" E 27.14 feet; thence N 21° 17'30" E 21.52 feet; thence N 27° 30'52" E 347.09 feet; thence N 50° 50' 10" E 115.32 feet; thence N 54° 52' 10" E 108.74 feet; thence N 29°24'20" E 221.86 feet; thence N 84° 41'50" E 73.64 feet; thence S 50°56' 10" E 96.07 feet; thence S 45° 00' 34" E 57.25 feet; thence S 50° 56' 10" E 188.47 feet; thence S 20° 32' 00" W 649.44 feet; thence N 82° 07' 33" W 509.72 feet; thence N 45° 24' 29" W 107.24 feet to the point of BEGINNING.

Together with a non-exclusive easement for ingress and egress over and across an existing roadway, 24 feet in width, 12 feet on either side of the following described center line.

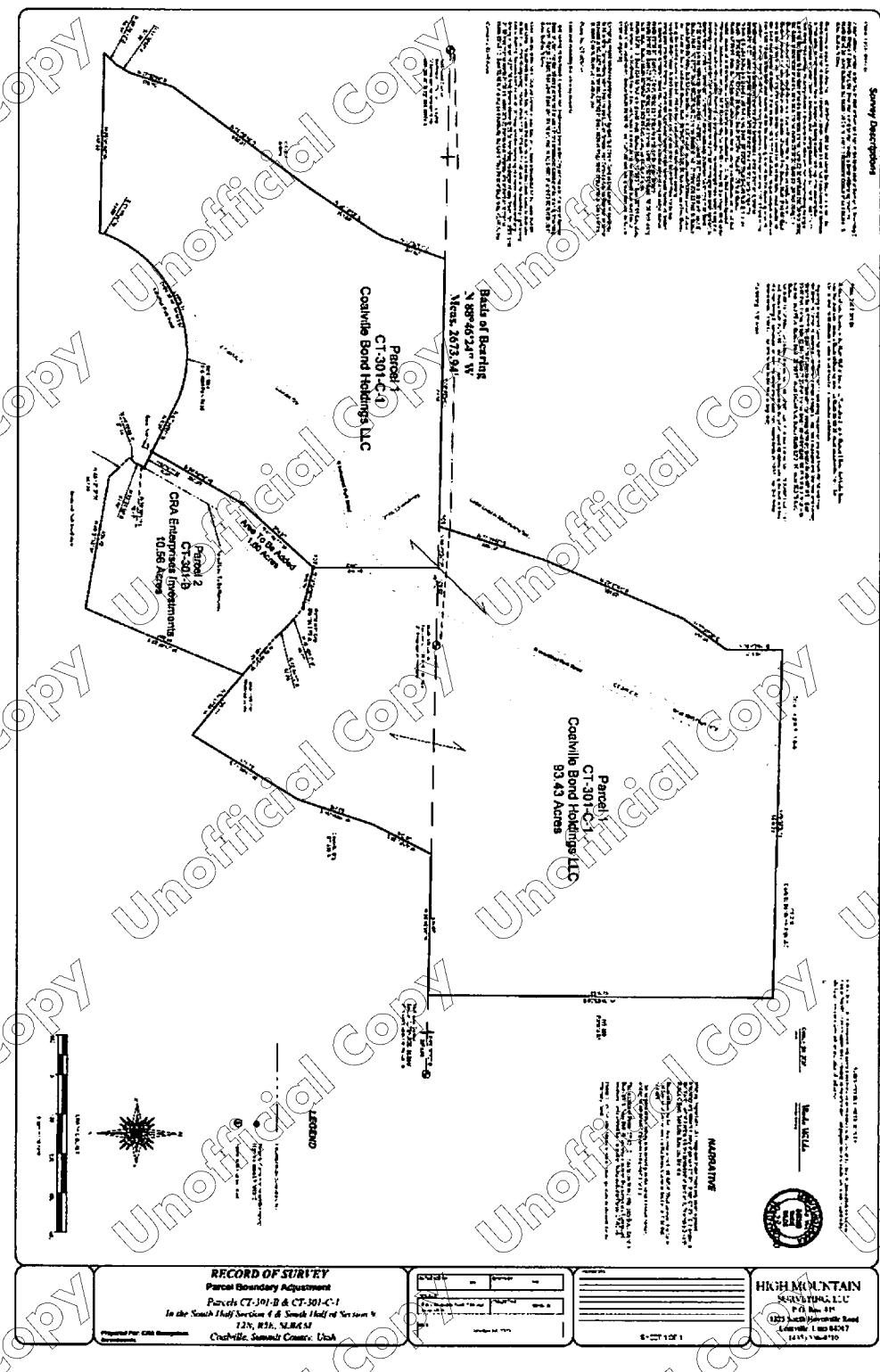
CENTERLINE DESCRIPTION OF A 24' WIDE ROAD

BEGINNING at a point which is North 3219.76 feet and East 966.98 feet from the Southwest corner of Section 9, Township 2 North, Range 5 East, Salt Lake Base and Meridian (said point being of the Northerly line of Salmon Street as per Coalville Town Plat B) and running thence N 00° 55' 21" W 646.66 feet; thence N 13°19' 55" E 153.33 feet; thence along a curve to the right 706.69 feet (radius 453.56 feet, which chord bears N 63° 59' 49" E) thence S 65° 22'38" E 225.21 feet; thence S 74° 21' 44" E 69.65 feet, to the Westerly line of Parcel A.

Tax Parcel No. CT-301-B

Exhibit C

(Survey of the Properties)



4826-8984-5971, v. 2

DM317205426.2

Exhibit D

(Legal Description of the New Coalville Property)

A tract of land located in the S1/2 of Sec 4 & in the N1/2 of Sec 9 T2NR5E SLBM & having a basis of bearing taken as S between the NW Cor & the SW Cor of SD Sec 9 desc as follows:

Beg at a pt wh is N 88°46'24" W 450.52 ft along the sec line from the N1/4 Cor of Sec 9 T2NR5E SLBM a monument in concrete (sd pt of beg being a rebar & cap monumenting the SE Cor of Cedar Crest Subdivision) & run th N 17°15'06" E 420.73 ft along the e'ly boundary of sd subdivision to a rebar & cap monumenting an angle pt on the e'ly boundary of sd subdivision; th N 22°33'41" E 580.03 ft along the e'ly boundary of sd subdivision to a rebar & cap monumenting an angle pt on the e'ly boundary of sd subdivision; th N 35°37'26" E 201.26 ft along the e'ly boundary of sd subdivision to a rebar & cap monumenting an angle pt on the e'ly boundary of sd subdivision & the center of sec line; th N 00°43'44" E along the center of sec line 214.59 ft to the NW Cor of the SW1/4 of the SE1/4 of Sec 4; th S 88°32'37" E along the 1/4-1/4 Sec line 1329.33 ft to the NE Cor of the SW1/4 of the SE1/4 of Sec 4; th S 00°23'40" W along the 1/4-1/4 Sec line 1320.13 ft to the SE Cor of the SW1/4 of the SE1/4 of Sec 4; th N 88°46'25" w along the sec line 539.07 ft to the crest of a cedar ridge; the following 3 calls being along sd crest: 1) th S 26°35'09" W 245.46 ft; 2) th S 18°16'04" W 307.89 ft; 3) th S 31°09'41" W 471.75 ft; th N 50°56'01" W 301.69 ft to a rebar & cap monumenting the NE Cor of that certain parcel of land conveyed to CRA Enterprises Investments LC by that certain Special Warranty Deed recorded January 14, 2000 as Entry#557193 in Bk 1303-1079 of the official records in the Office of the Summit County Recorder the following 8 calls being along the n'ly boundary of the CRA parcel: (note: a bearing rotation of 02°06'19" to the right has been applied); i) th N 48°49'51" W 188.47 ft to a rebar & cap; 2) th N 42°54'15" W 57.25 ft to a rebar & cap; 3) th N 48°49'5 1" W 96.07 ft to a rebar & cap; 4) th S 86°48'09" W 73.64 ft to a rebar & cap; 5) th S 31°30'39" W 221.86 ft to a rebar & cap; 6) th S 56°58'29" W 108.74 ft to a rebar & cap; 7) th S 52°56'29" W 115.32 ft to a rebar & cap; 8) th S 29°37'11" W 327.46 to the n'ly line of an existing rd (30 ft perpendicular from the c/l of sd rd); th N 63°34'07" W 296.43 ft along sd line; th along the arc of a cur to the left 753.44 ft (rad 483.56 ft chord bearing S 66°06'08" W 679.51 ft) along sd line; th S 15°45'06" W 29.69 ft along sd line to the s'ly line of the NW1/4 of the NW1/4 of Sec 9; th N 88°49'44" W 687.48 ft along sd line to the edge of a rock ledge; th N 43°38'35" E 64.40 ft along sd ledge to a nail set in ledge; th N 31°10'07" E 57.35 ft along sd ledge; th N 17°53'08" E 176.08 ft along sd ledge; th n 36°16'4 3" E 650.31 ft along sd ledge; th N 33°39'13" E 334.86 ft along sd ledge; th N 19°30'51" E 257.91 ft along sd ledge to the n'ly line of Sec 9 sd line also being the s'ly boundary line of Cedar Crest Subdivision); th S 88°46'24" E 1021.86 ft along sd Sec line to the pt of beg cont 99.96 ac (less and excepting the following property: that portion of the small business and technology park in the city of Coalville, County of Summit, State of Utah, per the official plat thereof, located in the NW 1/4 of Sec 9 T2N R5E SLBM, and being a strip of land 60.00 ft in width desc as fol: com at the N1/4 Cor of said Sec 9; th S 89°47'19" W 594.06 ft alg the n'ly line of said Sec 9 & the s'ly line of the Cedar Crest Subdivision to the true pt of beg; th S 34°30'14 E 345.26 ft to nw'ly right-of-way line of Summit Business Park Drive, 60.00 ft wide, and the beg of a curve concave n'ly having a radius of 270.00 ft; th w'ly 28.65 ft along said curved right-of-way through a central angle of 06°04'46" th cont alg said right-of-way S 75°12'23" (assumed west) 34.59 ft; th N 34°30'14" W 366.30 ft to said n'ly line of Sec 9; th N 89°47'19" E 72.62 ft alg said n'ly line to the true pt of beg cont 0.49 ac (less 4.47 ac 1899-1815 CT-30 1-C-X) bal 95.00 ac 1372-1049 (see QCD-1497-1439 Boyden Farms LLC to Stephen G Boyden Trustee et al) 1867-1328 2088-1097 2111-686.

Less and except the following:

A tract of land located in the North Half of Section 9, Township 2 North, Range 5 East, Salt Lake Base and Meridian and having a Basis of Bearing taken as North $88^{\circ}46'24''$ West between the North $\frac{1}{4}$ Corner and the Northwest Corner of said Section 9, described as follows:

Beginning at a point North $88^{\circ}46'24''$ West 293.07 feet along the section line and South 480.86 feet from the North $\frac{1}{4}$ Corner of Section 9, Township 2 North, Range 5 East, Salt Lake Base and Meridian, and running thence South $75^{\circ}37'07''$ East 159.56 feet; thence South $86^{\circ}48'09''$ West 73.64 feet; thence South $31^{\circ}30'39''$ West 221.86 feet; thence South $56^{\circ}58'29''$ West 108.74 feet; thence South $52^{\circ}56'29''$ West 115.32 feet; thence South $29^{\circ}37'10''$ West 327.38 feet; thence North $63^{\circ}34'07''$ West 68.88 feet; thence North $29^{\circ}53'53''$ East 393.39 feet; thence North $41^{\circ}48'17''$ East 368.32 feet; to the point of beginning.

Containing 1.60 Acres

Tax Parcel No. CT-301-C-1 (New Revised Description)

Exhibit E

(Legal Description of the New CRA Property)

A tract of land located in the North Half of Section 9, Township 2 North, Range 5 East, Salt Lake Base and Meridian and having a Basis of Bearing taken as North $88^{\circ}46'24''$ West between the North 1/4 Corner and the Northwest Corner of said Section 9, described as follows:

Beginning at a point North $88^{\circ}46'24''$ West 293.07 feet along the section line and South 480.86 feet from the North 1/4 Corner of Section 9, Township 2 North, Range 5 East, Salt Lake Base and Meridian, and running thence South $75^{\circ}37'07''$ East 159.56 feet to a rebar with cap stamped Wilde; thence South $48^{\circ}49'51''$ East 96.07 feet; thence South $42^{\circ}54'15''$ East 57.25 feet; thence South $48^{\circ}49'51''$ East 188.47 feet to a rebar with cap stamped Wilde; thence South $22^{\circ}38'17''$ West 649.44 feet; thence North $80^{\circ}01'15''$ West 509.72 feet; thence North $43^{\circ}18'10''$ West 107.24 feet; thence North $46^{\circ}13'58''$ East 27.14 feet; thence North $23^{\circ}23'48''$ East 21.52 feet; thence North $29^{\circ}37'10''$ East 19.71 feet; thence North $63^{\circ}34'07''$ West 68.88 feet along the northerly line of a road being 30 perpendicular from the centerline of said road; thence North $29^{\circ}53'53''$ East 393.39 feet; thence North $41^{\circ}48'17''$ East 368.32 feet to the point of beginning.

Containing 10.56 Acres

Tax Parcel No. CT-301-B (New Revised Description)