



WHEN RECORDED, MAIL TO:

Kirton & McConkie
Attn: Eric B. Robinson
60 E. South Temple, Suite 1800
Salt Lake City, UT 84111

WITH A COPY TO:

Tosh Bodily
PO Box 174
Portage, UT 84331

Tax Parcel Nos. 08-039-0082 & 0045

HW 3655 BC

(Space Above This Line For Recorder's Use Only)

BOUNDARY LINE ADJUSTMENT

THIS BOUNDARY LINE ADJUSTMENT (this "Agreement") is entered into this _____ day of December, 2010, by and between TOSH BODILY, an individual, whose address is Portage, Box Elder County, State of Utah ("Bodily"), and CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, whose address is 50 East North Temple, Salt Lake City, Utah 84150, ("CPB").

RECITALS

- A. CPB is the owner in fee simple of certain real property located in Box Elder County, Utah (the "CPB Property").
- B. Bodily is the owner in fee simple of certain real property located adjacent to the CPB Property, in Box Elder County, Utah (the "Bodily Property").
- C. For various reasons the parties desire to establish a new boundary line between the CPB Property and the Bodily Property.
- D. In order to establish a new boundary between the CPB Property and the Bodily Property, CPB agrees to quitclaim to Bodily the property described on Exhibit "A", attached hereto and incorporated by this reference (the "CPB Conveyance").
- E. The parties desire to set forth their agreements in writing.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. CPB's Conveyance to Bodily.

1.1 Conveyance to Bodily. CPB hereby quitclaims to Bodily, for the sum of Ten Dollars and other good and valuable consideration, the real property described in Exhibit "A" hereto.

1.2 CPB's Mineral Reservation. CPB specifically reserves, excepts, and retains Mineral Rights. For purposes of this instrument, "Mineral Rights" include, whether on, in or under the premises, all of the following minerals, whether common or precious; coal; carbons; hydrocarbons; oil; gas; petroleum; chemical elements and substances whether in solid, liquid or gaseous form; and steam and all sources of geothermal energy. In the event all or part of the Mineral Rights have been reserved or severed previously from the surface estate, CPB hereby reserves, excepts and retains all of the Mineral Rights not previously reserved and reserves, excepts and retains its after-acquired title to all of the Mineral Rights to the extent that prior reservations thereof are released or abandoned after the date of this conveyance.

1.3 CPB's Water Reservation. CPB specifically reserves, excepts, and retains any water rights or rights to the use of water whether appurtenant to the conveyed or not in which CPB may have an interest. CPB does not intend by this deed to transfer any water rights or rights to the use of water and it is CPB's intent that this conveyance shall not transfer any water rights or rights to the use of water by implication.

2. Duration; Rights Run with the Land; Binding Effect. 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 CPB and Bodily and their respective successors, successors-in-title, heirs and assigns as to their respective parcels, or any portion of their respective 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 encumbrance, lien, judgment, easement, lease or other right affecting the CPB Property or the Bodily Property, or any portion of either, or any change of use, demolition, reconstruction, expansion or other circumstances.

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

4. Attorneys' Fees. In the event it becomes necessary for either party hereto to employ the services of an attorney to enforce this Agreement or any provision hereof, whether by suit or otherwise, the non-prevailing party of such controversy shall pay to the prevailing party reasonable attorneys' fees and, in addition, such costs and expenses as are incurred in enforcing this Agreement, including fees and costs incurred upon appeal or in bankruptcy court.

5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. For convenience in recording, signature pages from multiple counterparts may be detached from their counterparts and attached to a single counterpart to be recorded.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and date first written above.

CPB: CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole

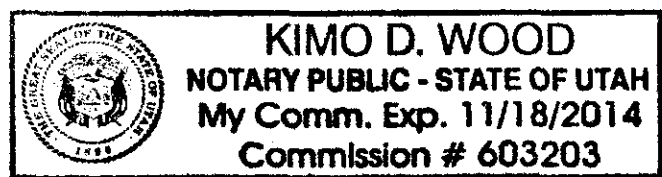
Kow

By: [Signature]
Name: Glenn A. McKay
Its: Authorized Agent

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 30th day of December, 2010 personally appeared before me Glenn A. McKay, personally known to me to be an Authorized Agent of CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for the CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, and that the seal impressed on the within instrument is the seal of said corporation; and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.



[Signature]
Notary Public for the
State of Utah

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and date first written above.

Bodily:

Tosh Bodily
Tosh Bodily, an individual

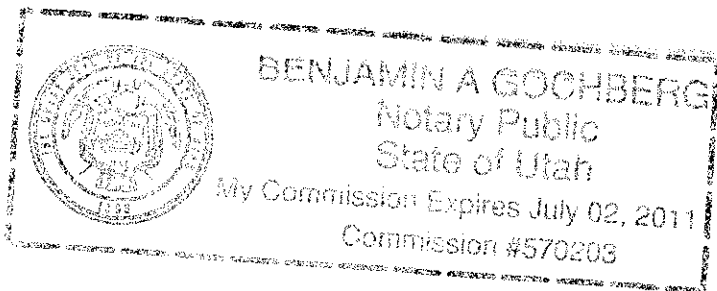
STATE OF UTAH)

: ss.

COUNTY OF Cache)

July 2011

On this 1 day of ~~December~~, July 2011, before me a Notary Public, personally appeared Tosh Bodily, an individual, known to me to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same.



[Signature]
Notary Public

EXHIBIT "A"
to
Boundary Line Adjustment

[The CPB Conveyance]

Real property situated in Box Elder County, State of Utah, which is more particularly described as follows:

A part of Lot 5 Block 10, Portage Townsite Survey, Box Elder County, Utah:

Beginning at the Northeast Corner of said Lot 5 and running thence South 1°11'18" West 186.67 feet along the East line of said Lot 5; thence North 89°01'37" West 7.42 feet; thence North 1°11'18" East 186.66 feet to the North line of said Lot 5; thence South 89°03'38" East 7.42 feet along said North line to the point of beginning. [contains 1,385 square feet]