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BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT is made and entered into this 26th day of November, 2008, by and between KAROL EDWARDS BARNEY ("Barney"), K.C. GARDNER MIDWAY RIVER, LC, a Utah limited liability company ("Gardner"), and the STATE OF UTAH, DEPARTMENT OF NATURAL RESOURCES, DIVISION OF WILDLIFE RESOURCES ("State").

RECITALS

A. Gardner owns the following-described tract of land located in Wasatch County, State of Utah:

BEGINNING at the Wasatch County Survey Monument for the Southwest Corner of Section 2, Township 4 South, Range 4 East, Salt Lake Base and Meridian (from said Southwest Corner of Section 2 the West one-quarter corner of Section 11, Township 4 South, Range 4 East, Salt Lake Base and Meridian, bears South 00°15'15" East 2671.45 feet); and running thence North 00°06'19" West 314.92 feet along the section line; thence East 882.44 feet to an existing fence line; thence South 11°03'12" West 119.73 feet along an existing fence line; thence South 09°10'19" West 256.34 feet along an existing fence line; thence South 25°51'16" West 193.66 feet along an existing fence line; thence South 14°55'00" East 206.89 feet; thence South 58°50'00" East 188.10 feet; thence South 02°45'00" West 217.80 feet; thence South 85°40'00" West 16.97 feet; thence South 02°54'57" West 36.18 feet along an existing fence line; thence South 85°53'31" West 288.74 feet along an existing fence line; thence South 36°13'40" West 174.05 feet along an existing fence line; thence South 17°20'00" East 92.62 feet; thence South 06°00'00" East 430.98 feet; thence North 89°12'00" West 0.92 feet; thence South 06°45'46" East 12.88 feet along an existing fence line; thence North 89°41'03" West 594.47 feet along an existing fence line; thence North 00°15'15" West 1469.80 feet along the section line to the point of beginning.

The tract of land described above is hereinafter referred to as the "Gardner Tract."

B. Barney owns the following-described tract of land located in Wasatch County, State of Utah:

BEGINNING at the Southwest corner of Section 2, Township 4 South, Range 4 East, Salt Lake Base and Meridian, and running thence South 22 chains; thence South 89°12' East 9 chains; thence North 6° West 6.53 chains; thence North 17°20' West 4 chains; thence North 85°40' East 7 chains; thence North 2°45' East 3.30 chains; thence North 58°50' West 2.85 chains; thence North 14°55' West 3.50 chains; thence North 27°30' East 2.91 chains; thence North 10° East 7.93 chains; thence North 6°40' West 2.62 chains; thence North 78°45' West 9.20 chains; thence West 4.75 chains, more or less, to the West line of Section 2; thence South 11.17 chains, more or less, to the place of beginning.

LESS and EXCEPTING the following tract of land (the "Gardner Tract"):

BEGINNING at the Wasatch County Survey Monument for the Southwest Corner of Section 2, Township 4 South, Range 4 East, Salt Lake Base and Meridian (from said Southwest Corner of Section 2 the West one-quarter corner of Section 11, Township 4 South, Range 4 East, Salt Lake Base and Meridian, bears South 00°15'15" East 2671.45 feet); and running thence North 00°06'19" West 314.92 feet along the section line; thence East 882.44 feet to an existing fence line; thence South 11°03'12" West 119.73 feet along an existing fence line; thence South 09°10'19" West 256.34 feet along an existing fence line; thence South 25°51'16" West 193.66 feet along an existing fence line; thence South 14°55'00" East 206.89 feet; thence South 58°50'00" East 188.10 feet; thence South 02°45'00" West 217.80 feet; thence South 85°40'00" West 16.97 feet; thence South 02°54'57" West 36.18 feet along an existing fence line; thence South 85°53'31" West 288.74 feet along an existing fence line; thence South 36°13'40" West 174.05 feet along an existing fence line; thence South 17°20'00" East 92.62 feet; thence South 06°00'00" East 430.98 feet; thence North 89°12'00" West 0.92 feet; thence South 06°45'46" East 12.88 feet along an existing fence line; thence North 89°41'03" West 594.47 feet along an existing fence line; thence North 00°15'15" West 1469.80 feet along the section line to the point of beginning.

The tract of land described above is hereinafter referred to as the "Barney Tract."

C. The State owns the following-described tract of land located in Wasatch County, State of Utah:

Commencing at a point 18 chains North and 6.36 chains South 89°12' East from the Southwest corner of Section 2, in Township 4 South of Range 4 East of Salt Lake Meridian; and running thence North 6.78 chains; thence North 38°04' East 2.68 chains; thence North 4.63 chains to lane; thence along the line of lane South 87°20' East 7.06 chains; thence North 82° East 4.40 chains; thence South 3.80 chains; thence South 75°30' West 4.50

chains; thence South 9.14 chains; thence North 89°12' West 8.69 chains to the place of beginning.

Together with a perpetual right of way over the following described tract of land, to-wit: Commencing at a point 9 chains South from the Northwest corner of the Southwest quarter of said Section 2; and running thence South 89°12' East 8 chains to the Northwest corner of the above described tract of land; thence South 87°20' East 7.06 chains; thence North 82° East 4.40 chains; thence North 1 rod; thence South 82° West 4.40 chains; thence North 87°20' West 7.06 chains; thence North 89°12' West 8 chains to section line; thence South 1 rod to the place of beginning.

Also, beginning at a point 18 chains North and 6.68 chains South 89°12' East from the Southwest corner of Section 2, Township 4 South of Range 4 East of Salt Lake Meridian; and running thence South 17°20' West 7.06 chains; thence South 78°45' East 9.20 chains; thence South 6°40' East 2.62 chains; thence South 10° West 7.93 chains; thence South 27°30' West 2.91 chains; thence South 14°55' East 3.50 chains; thence South 58°50' East 2.85 chains; thence South 2°45' West 3.30 chains; thence South 85°40' West 7 chains; thence South 17°20' East 4 chains; thence South 6°00' East 6.53 chains; thence South 89°12' East 3.88 chains; thence North 22°45' East 2 chains; thence North 67° East 4.60 chains; thence North 0°40' West 7 chains; thence North 53°18' East 3 chains; thence North 19°30' East 2 chains; thence North 40°40' West 1.85 chains; thence North 5°45' West 4 chains; thence North 46°25' West 3 chains; thence North 11°40' West 9.63 chains; thence North 6°30' West 1.50 chains; thence North 49°30' West 83 links; thence North 61°30' West 4.57 chains; thence North 31°18' East 5.56 chains; thence North 49° West 68 links; thence North 89°12' West 6.32 chains to the place of beginning.

The tract of land described above is hereinafter referred to as the "State Tract."

D. The Barney Tract lies north of and is contiguous with the Gardner Tract.

The State Tract lies generally east, north, and south of the Barney Tract and the Gardner Tract.

E. A fence line exists and has for a long time existed in the general area of the boundary between the Barney Tract and the Gardner Tract, on the one hand, and the State Tract, on the other hand.

F. The parties have reviewed survey information and maps depicting the relationship between the deed lines of the Barney Tract, the Gardner Tract, and the State Tract

and the fence line that is located in the general area of the boundary between the Barney Tract and Gardner Tract, on the one hand, and the State Tract, on the other hand. The parties have agreed to the location of that fence line as the boundary between the Barney Tract and Gardner Tract, on the one hand, and the State Tract, on the other hand, as more particularly described in the agreement that follows.

NOW, THEREFORE, for such purposes and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Gardner-State Boundary.** Gardner and State agree that the boundary line between the Gardner Tract and the State Tract along the southerly boundary of the Gardner Tract and along the easterly boundary of the Gardner Tract shall be the fence line that presently exists in the general vicinity of that boundary.
2. **Barney-State Boundary.** Barney and State agree that the boundary line between the Barney Tract and the State Tract along the easterly boundary of the Barney Tract and the northerly boundary of the Barney Tract shall be the fence line that presently exists in that general area, with the exception that follows: The last three calls contained in the survey description appearing in Paragraph 3 below which do not coincide with said fence shall constitute the boundary between the parties' properties (those calls begin at the fence line just described and depart with these three calls: "thence North 00°15'05" East 15.36 feet; thence North 78°45'00" West 103.73 feet; thence North 17°20'00" East 29.79 feet"). The said last three calls are intended to coincide with the deed line of the State Tract in that area.
3. **Survey Description.** Following is a survey description of the fence line referred to in Paragraphs 1 and 2 above, with the exception that follows: The last three calls of

said survey description depart from said fence line and are intended to coincide with the deed line of the State Tract in that area rather than the fence line:

THE FOLLOWING-DESCRIBED LINES ARE LOCATED IN WASATCH COUNTY, STATE OF UTAH:

BEGINNING SOUTH 00°15'15" EAST 1469.80 FEET ALONG THE SECTION LINE FROM THE WASATCH COUNTY SURVEY MONUMENT FOR THE SOUTHWEST CORNER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN (FROM SAID SOUTHWEST CORNER OF SECTION 2 THE WEST ONE-QUARTER CORNER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, BEARS SOUTH 00°15'15" EAST 2671.45 FEET);

AND RUNNING THENCE ALONG AN EXISTING FENCE LINE THE FOLLOWING SIXTEEN (16) COURSES: (1) THENCE SOUTH 89°41'03" EAST 594.47 FEET; (2) THENCE NORTH 06°45'46" WEST 404.40 FEET; (3) THENCE NORTH 15°06'35" WEST 123.52 FEET; (4) THENCE NORTH 36°13'40" EAST 185.18 FEET; (5) THENCE NORTH 85°53'31" EAST 288.74 FEET; (6) THENCE NORTH 02°54'57" EAST 226.39 FEET; (7) THENCE NORTH 57°17'49" WEST 167.97 FEET; (8) THENCE NORTH 15°43'34" WEST 229.47 FEET; (9) THENCE NORTH 25°51'16" EAST 209.78 FEET; (10) THENCE NORTH 09°10'19" EAST 256.34 FEET; (11) THENCE NORTH 11°03'12" EAST 227.89 FEET; (12) THENCE NORTH 01°37'37" EAST 40.10 FEET; (13) THENCE NORTH 07°54'04" WEST 149.35 FEET; (14) THENCE NORTH 77°39'57" WEST 276.96 FEET; (15) THENCE NORTH 78°49'56" WEST 99.20 FEET; (16) THENCE NORTH 82°51'30" WEST 112.52 FEET;

AND RUNNING THENCE NORTH 00°15'05" EAST 15.36 FEET; THENCE NORTH 78°45'00" WEST 103.73 FEET; THENCE NORTH 17°20'00" EAST 29.79 FEET, AND TERMINATING.

4. **Fence Line Boundary.** It is the parties' belief and understanding that the preceding metes and bounds description (with the exception of the last three calls) accurately depicts the location and course of the existing fence line that will form the common boundary line between the Barney Tract and the Gardner Tract, on the one hand, and the State Tract, on the other hand. Nevertheless, should subsequent land surveys or other future events contradict this

metes and bounds description as the location of the fence, it is the parties' intent that the fence line serve as actual location and course of the common boundary line.

5. **Property Transfers.**

(a) Gardner quitclaims unto State all property lying on State's side of the fence line described above in Paragraphs 1 and 3, and State quitclaims unto Gardner all property lying on Gardner's side of said fence line.

(b) Barney quitclaims unto State all property lying on State's side of the boundary established by the fence line and the last three survey description calls described above in Paragraphs 2 and 3, and State quitclaims unto Barney all property lying on Barney's side of said fence line and the last three survey description calls.

6. **Entire Agreement.** This Agreement contains all of the terms, covenants, conditions, and agreements between the parties hereto with respect to the subject matters treated herein. This Agreement may be amended or supplemented only by a writing executed by all parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

EXECUTED by the parties hereto on or as of the day and year first above written.

"Barney":

Karol Edwards Barney
Karol Edwards Barney

"Gardner":

K.C. GARDNER MIDWAY RIVER, LC,
a Utah Limited Liability Company

By

Name:

Title:

70 1198

"State":

STATE OF UTAH, DEPARTMENT OF NATURAL
RESOURCES, DIVISION OF WILDLIFE RESOURCES

By [Signature]
Name: _____
Title: ACTING DIRECTOR

[Signature] 11/13/08
Financial Mgr. Date

Division of Wildlife Resources [Acknowledgments Appear on Following Page.]

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STATE OF UTAH)
COUNTY OF Wasatch) ss.

The foregoing instrument was acknowledged before me this 11 day of Oct, 2008 by KAROL EDWARDS BARNEY.

My Commission Expires:

12-12-08

Larae Thacker
Notary Public

Residing at:



STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

The foregoing instrument was acknowledged before me this 13th day of October, 2008 by Kem C. Gardner, as Manager of K.C. GARDNER MIDWAY RIVER, LC, a Utah Limited Liability Company.

My Commission Expires:

11-21-2011

Constance Miller
Notary Public

Residing at: Salt Lake City



STATE OF UTAH)
COUNTY OF Salt Lake) ss.

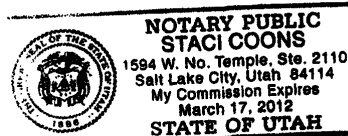
The foregoing instrument was acknowledged before me this 21st day of Nov., 2008 by Alan Clark, as Acting Director of the STATE OF UTAH, DEPARTMENT OF NATURAL RESOURCES, DIVISION OF WILDLIFE RESOURCES.

My Commission Expires:

3-17-2012

Staci Coons
Notary Public

Residing at: Salt Lake County



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CONSENT

The undersigned is the holder of that certain Construction Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, between KC Gardner Midway River, L.C., a Utah limited liability company, as Trustor, First American Title Insurance Company, as Trustee, and Wells Fargo Bank, National Association, as Beneficiary, recorded October 6, 2006, as Entry No. 308831, Book No. 897, Pages 512-538 in the Official Records of the County Recorder of Wasatch County, Utah.

The undersigned hereby consents to execution of the Boundary Line Agreement to which this Consent is attached.

DATED: November 7, 2008

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: _____

Steve Strong, Vice President

STATE OF UTAH)

ss.

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 7th day of November 2008, by Steve Strong, Vice President of Wells Fargo Bank, National Association.



NOTARY PUBLIC

Residing at: _____

My commission expires: _____

June 6th, 2012