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12/16/2020 9:57:00 AM \$40.00
Book - 11081 Pg - 2975-2993
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 19 P.

WHEN RECORDED, MAIL TO:

CW Copper Rim 1, LLC
1222 W Legacy Crossing Blvd., Suite
Centerville, UT 84014
CT 114416-CAF

Affecting Parcel Nos. 20-26-101-006, 20-26-176-001, 20-26-326-010, 20-26-326-013, 20-26-326-014, 20-26-326-015, 20-26-326-016, 20-26-401-001, 20-26-401-002, 20-26-456-004, and portions of 20-26-301-004.

**FIRST AMENDMENT TO
DECLARATION AND GRANT
OF
WATER LINE EASEMENT**

THIS FIRST AMENDMENT TO THE DECLARATION AND GRANT OF WATER LINE EASEMENT (this "**Amendment**") is made and entered into as of the 1st day of April, 2020, by and among Yellowstone Legacy, LLC, a Utah limited liability company ("**Yellowstone**"), West Bench, LLC, a Utah limited liability company ("**West Bench**"), and CW Copper Rim 1, LLC, a Utah limited liability company ("**Copper Rim**," and together with Yellowstone and West Bench, the "**Adjacent Parcel Owners**"), and ARB Investments, LLC, a Utah limited liability company ("**ARB**"). The Adjacent Parcel Owners and ARB are sometimes referred to herein collectively as the "**Parties**."

RECITALS

A. Robert S. Bowman, as the "Owner," and Richard H. Jensen and Craig D. Jensen, as the "Jensens," entered into that certain Declaration and Grant of Water Line Easement, dated April 1, 2015 and recorded on April 2, 2015 as Entry No. 12023110 in Book 10311 at Page 5547 in the official records of the Salt Lake County Recorder's office (the "**Original Declaration**"). Capitalized terms used in this Amendment shall have the same meanings as set forth in the Original Declaration.

B. ARB Investments, LLC, a Utah limited liability company ("**ARB**") is the successor to Robert S. Bowman with respect to the Easement Property. The current legal description of the Easement Property is attached as Exhibit A.

C. West Bench, Yellowstone and Copper Rim are the successors to Richard H. Jensen and Craig D. Jensen as to ownership of the Adjacent Parcel. The legal description of the

portion of the Adjacent Parcel owned by each of the Adjacent Parcel Owners is attached as Exhibit B.

D. Copper Rim, which currently owns part of the Adjacent Parcel, has the right to purchase all of the Adjacent Parcel.

E. CW Land Co., LLC, a Utah limited liability company which is an affiliate of Copper Rim, and West Jordan City (the "City") are parties to a certain Master Development Agreement (Copper Rim) dated November 7, 2018 and recorded November 27, 2018 as Entry No. 12892584 at Book 10733 Page 4678 of the official records of the Salt Lake County Recorder (the "Development Agreement").

F. Pursuant to the Original Declaration, the predecessor of ARB granted a non-exclusive easement upon, over and across the Easement Property for installation, access to, construction, and maintenance of a Water Line.

G. The City has imposed certain obligations and requirements on Copper Rim that require modification of the Original Declaration.

NOW, THEREFORE, in consideration of the terms and conditions of the Original Declaration and this Amendment, and for other good and valuable consideration, ARB and the Adjacent Parcel Owners hereby amend the Original Declaration as follows:

AMENDED TERMS OF ORIGINAL DECLARATION

1. Construction of Water Line. The Adjacent Parcel Owners shall, at their sole cost and expense, immediately construct and diligently pursue the completion of the Water Line in a manner fully consistent with the Original Declaration as modified by this Amendment and otherwise in compliance with the Development Agreement and the other requirements of the City. ARB and Copper Rim will work with the City to determine the exact location for the Water Line within the Easement Property. During construction of the Water Line and continuing until recordation of the City Easement Agreement (as defined below), Copper Rim shall maintain, or cause its contractors to maintain, liability insurance in the policy limits of not less than \$1,000,000.00 per occurrence and will name ARB as an additional insured. Copper Rim shall provide ARB with a certificate or other proof of such insurance. The Adjacent Parcel Owners shall indemnify, defend and hold ARB harmless from and against damage to property and persons arising out of or related to construction of the Water Line, and shall pay the entire cost and expense of constructing the Water Line. In addition, the Copper Rim shall, at their sole cost and expense, repair and maintain the Water Line until the City is obligated to do so under the terms of the Development Agreement and the City Easement Agreement. After completing construction of the Water Line, Copper Rim shall restore the surface of the Property to as nearly to its original condition as commercially feasible.

2. Modification of Size of Water Line. Recital C of the Original Declaration provided that the Water Line would be a sixteen inch (16") culinary water line or greater size if required by the City. If, but only if the City agrees, the Water Line may be reduced to a twelve inch (12") water line if the City provides to ARB written assurances that the twelve inch (12") Water Line will provide adequate water for the future development on the ARB Property.

3. Dedication of Water Line to City. Upon completion of the Water Line and acceptance by the City:

a. The Adjacent Parcel Owners shall dedicate the Water Line to the City and transfer and assign to the City legal title to the pipes and other facilities related to the Water Line.

b. ARB shall execute and deliver the form of Perpetual Water Line Easement attached to this Amendment as Exhibit C (the "City Easement Agreement"). The execution, delivery and recordation of the City Easement Agreement does not amend, modify, terminate or rescind the Original Declaration as modified by this Amendment, nor does it relieve the Adjacent Parcel Owners and their successors and assigns as to ownership of the Adjacent Parcels from any obligation or liability under the Original Declaration or this Amendment.

4. Rights and Obligations of ARB after Recordation of City Easement Agreement. ARB shall have the right to connect to the Water Line and shall have no reimbursement obligation with respect to the cost of the Water Line whether to the Adjacent Parcel Owners, the Jensens or the City. To facilitate such access, and as consideration for the covenants and agreements of ARB pursuant to this Amendment, Copper Rim shall, at its cost and expense, install a T junction and valve cap in the Water Line at a location and to such specifications as ARB shall reasonably designate for the purpose of accessing the Water Line and providing water to the Property.

5. Interest Payments. The City will not agree to pay the interest or penalty portions of the payments described in and imposed by Section 4(d) in the Original Declaration. Notwithstanding any provision of the City Easement Agreement or refusal of the City to pay such interest and penalties, the Adjacent Parcel Owners and their successors and assigns in ownership of the Adjacent Parcel shall be and remain jointly and severally obligated to pay such interest and penalties in accordance with Section 4(d) of the Original Declaration.

6. Relocation of Water Line.

(a) ARB and Copper Rim will work with ARB and the City to determine the exact location for the Water Line within the Easement Property.

(b) The Adjacent Parcel Owners jointly and severally, at their cost and expense, shall perform the work to move the Water Line vertically to the extent required in connection with and to accommodate the final development and grading plan for the ARB Property approved by the City. The Adjoining Parcel Owners, at their cost and expense, shall also perform the work to move the Water Line laterally within the Easement Property but only in connection with or as a result of any necessary vertical relocation of the Water Line.

7. Representations and Warranties of Adjacent Parcel Owners. The Adjacent Parcel Owners jointly and severally represent and warrant that they own legal and beneficial title to all of the Adjacent Parcel. ARB represents and warrants that it owns legal and beneficial title to all of the Easement Property.

8. General Provisions.

(a) No Oral Amendment or Modifications. No amendments, waivers or modifications of the terms and provisions contained in the Original Declaration as modified by this Amendment, and no approvals, consents or waivers by any of the Parties under the Original Declaration as modified by this Amendment, shall be valid or binding unless in writing and executed by the Parties to be bound thereby. No such termination, extension, modification, or amendment shall be effective unless and until a proper instrument in writing has been executed and recorded in the official records of Salt Lake County, Utah.

(b) Severability. If any provision of the Original Declaration as modified by this Amendment shall be held invalid, illegal or unenforceable, it shall not affect or impair the validity, legality or enforceability of any other provision of the Original Declaration as modified by this Amendment, and there shall be substituted for the affected provision a valid and enforceable provision as similar as possible to the affected provision.

(c) Binding Effect. The Original Declaration as modified by this Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

(d) Construction; Captions for Convenience. The Parties acknowledge and agree that both they and their counsel have reviewed the Original Declaration as modified by this Amendment, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Original Declaration as modified by this Amendment. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of the Original Declaration as modified by this Amendment.

(e) Costs of Legal Proceedings. In the event any of the parties institute legal proceedings with respect to the Original Declaration as modified by this Amendment, the

prevailing Party shall be entitled to recover, in addition to any other relief to which it is entitled, its costs and expenses incurred in connection with such legal proceedings, including, without limitation, reasonable attorneys' fees.

(f) Counterparts. The Original Declaration as modified by this Amendment may be executed in multiple counterparts, each of which shall be deemed an original but together shall constitute one agreement.

9. Effect of this Amendment. In the event of any inconsistency between this Amendment and the Original Declaration, this Amendment shall control. Except as modified by this Amendment the Original Declaration shall continue in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the undersigned hereby enters into this First Amendment effective as of the date first indicated above.

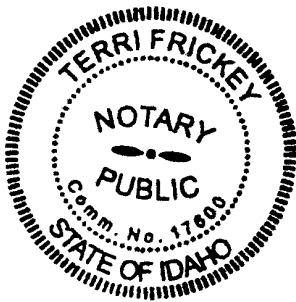
WEST BENCH, LLC,
a Utah limited liability company

By: Craig D. Jensen
Name: CRAIG D. JENSEN
Its: manager

STATE OF IDAHO)
)
COUNTY OF Bonneville)

The foregoing instrument was acknowledged before me this 9 day of December, 2020 by Craig D. Jensen, the Manager of West Bench, LLC, a Utah limited liability company.

Terrri Frickey, Notary
My Commission Expires: 2-26-24



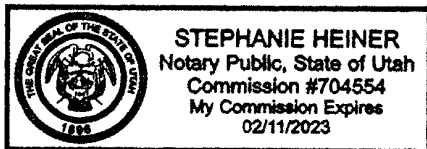
IN WITNESS WHEREOF the undersigned hereby enters into this First Amendment effective as of the date first indicated above.

YELLOWSTONE LEGACY, LLC,
a Utah limited liability company

By: Richard H. Jensen
Name: Richard H. Jensen
Its: Manager

STATE OF Utah)
)
COUNTY OF Davis)

The foregoing instrument was acknowledged before me this 10 day of December, 2020 by Richard H. Jensen, the manager of Yellowstone Legacy, LLC, a Utah limited liability company.



IN WITNESS WHEREOF the undersigned hereby enters into this First Amendment effective as of the date first indicated above.

ARB INVESTMENTS, LLC,
a Utah limited liability company

By: [Signature]
Name: Robert F Bowman
Its: Member

STATE OF _____)
 §
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of April, 2020 by _____, the _____ of ARB Investments, LLC, a Utah limited liability company.

CA-Notary Ack See attached

ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara} ss.

On OCT 1, 2020 before me, RINKOO R. NAT, Notary Public,

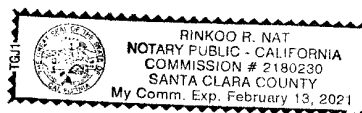
personally appeared Robert S- Bowman

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he she they executed the same in his her their authorized capacity(ies), and that by his her their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature



(seal)

OPTIONAL INFORMATION

Date of Document _____

Type or Title of Document _____

Number of Pages in Document _____

Document in a Foreign Language _____

Type of Satisfactory Evidence:

- Personally Known with Paper Identification
 Paper Identification
 Credible Witness(es)

Capacity of Signer:

- Trustee
 Power of Attorney
 CEO / CFO / COO
 President / Vice-President / Secretary / Treasurer
 Other: _____

Thumbprint of Signer

Check here if no thumbprint or fingerprint is available.

Other Information: _____

**EXHIBIT A
TO
FIRST AMENDMENT TO
DECLARATION AND GRANT
OF
WATER LINE EASEMENT**

[Legal Description of the Easement Property]

Real property located in the County of Salt Lake, State of Utah, and more particularly described as follows:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST OF THE SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT LOCATED N0°27'08"W ALONG THE SECTION LINE 38.23 FEET FROM THE WEST 1/4 CORNER OF SECTION 26, T2S, R2W, S.L.B.&M. (BASIS OF BEARING: N89°58'36"E ALONG THE SECTION LINE FROM THE SOUTHWEST CORNER TO THE SOUTH QUARTER CORNER OF SAID SECTION 26); THENCE N0°27'08"W ALONG THE SECTION LINE 22.75 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 390.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: N29°42' 48"W) 74.78 FEET THROUGH A CENTRAL ANGLE OF 10°59'12" (CHORD: N54°47'36"E 74.67 FEET); THENCE N49°18'00"E 423.95 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE MOUNTAIN VIEW CORRIDOR (UTAH DEPT. OF TRANSPORTATION); THENCE S23°19' 58"E ALONG SAID RIGHT-OF-WAY LINE 20.96 FEET; THENCE S49°18'00"W 417.69 FEET; THENCE ALONG THE ARC OF A 410.00 FOOT RADIUS CURVE TO THE RIGHT 89.74 FEET THROUGH A CENTRAL ANGLE OF 12°32'27" (CHORD: S55°34'14"W 89.56 FEET) TO THE POINT OF BEGINNING.

**EXHIBIT B
TO
FIRST AMENDMENT TO
DECLARATION AND GRANT
OF
WATER LINE EASEMENT**

[Legal Description of the Adjacent Parcel]

EXHIBIT B
(Adjacent Parcel)

PARCEL NO. 20-26-326-024 (CW Copper Rim 1, LLC)

BEG N 0°35'36" W 1999.77 FT & W 141.94 FT FR S 1/4 COR SEC 26, T2S, R2W, SLM; N 35°17'56" W 103.01 FT; NWLY ALG 19 FT RADIUS CURVE TO L, 29.85 FT (CHD N 80°17'56" W); N 35°17'56" W 9.15 FT; S 54°40'48" W 14.23 FT; SWLY ALG 473.25 FT RADIUS CURVE TO L, 121.24 FT (CHD S 47°21'43" W); S 40°01'22" W 344.74 FT; SWLY ALG 526.73 FT RADIUS CURVE TO R, 158.10 FT (CHD S 48°37'18" W); S 57°13'13" W 218.98 FT; S 32°47'07" E 131.15 FT; N 57°13'13" E 218.98 FT; NE'LY ALG 648.75 FT RADIUS CURVE TO L, 194.72 FT (CHD N 48°37'18" E); N 40°01'22" E 344.74 FT; NE'LY ALG 351.25 FT RADIUS CURVE TO R, 89.98 FT (CHD N 47°21'43" E); N 54°42'04" E 33.51 FT TO BEG.

PARCEL NO. 20-26-326-023 (CW Copper Rim 1, LLC)

BEG S 89°43'41" W 3493.93 FT & S 0°16'19" E 59.33 FT FR E 1/4 COR SEC 26, T2S, R2W, SLM; S 33°28'17" W 75.43 FT; S 40°01'23" W 216 FT; S 33°54'55" W 35.45 FT; N 32°46'47" W 63.87 FT; S 57°13'13" W 111.44 FT; N 32°46'47" W 351.60 FT; S 24°58'04" W 22.16 FT; SWLY ALG 76.75 FT RADIUS CURVE TO L, 12.34 FT (CHD S 20°21'51" W); SWLY ALG 25 FT RADIUS CURVE TO R, 20.59 FT (CHD S 39°21'15" W); S 3°07'59" W 41.49 FT; S 57°13'13" W 100.80 FT; S 32°46'47" E 1132.26 FT; N 57°13'13" E 218.98 FT; NE'LY ALG 526.75 FT RADIUS CURVE TO L, 158.11 FT (CHD N 48°37'18" E); N 40°01'22" E 344.74 FT; NE'LY ALG 473.25 FT RADIUS CURVE TO R, 121.24 FT (CHD N 47°21'43" E); N 54°42'04" E 14.23 FT; N 35°17'56" W 44.35 FT; NE'LY ALG 19 FT RADIUS CURVE TO L, 29.85 FT (CHD N 9°42'04" E); N 35°17'56" W 21.92 FT; NWLY ALG 475 FT RADIUS CURVE TO L, 182.84 FT (CHD N 46°19'35" W); N 57°21'14" W 33.71 FT; SWLY ALG 19 FT RADIUS CURVE TO L, 27.40 FT (CHD S 81°20'04" W); S 40°01'04" W 23.39 FT; N 49°58'27" W 53.50 FT; N 40°00'32" E 11.54 FT; NWLY ALG 19 FT RADIUS CURVE TO L, 32.29 FT (CHD N 8°39'56" W); N 57°21'14" W 22.30 FT; N 32°38'46" E 70 FT; S 57°21'17" E 36.29 FT; NE'LY ALG 19 FT RADIUS CURVE TO L, 27.40 FT (CHD N 81°20'05" E); N 40°01'23" E 9.02 FT; N 49°58'38" W 105.25 FT; NWLY ALG 1044.87 FT RADIUS CURVE TO L, 245.96 FT (CHD N 55°31'50" W); N 62°16'27" W 130.21 FT; NWLY ALG 1035 FT RADIUS CURVE TO L, 68.20 FT (CHD N 64°09'44" W); N 67°23'47" W 53.52 FT; N 69°54'26" W 235.24 FT; NWLY ALG 164.98 FT RADIUS CURVE TO R, 32.40 FT (CHD N 64°16'21" W); SE'LY ALG 545 FT RADIUS CURVE TO L, 192.28 FT (CHD S 47°11'36" E); S 57°21'14" E 242.21 FT TO BEG.

PARCEL NO. 20-26-176-003 (CW Copper Rim 1, LLC)

BEG N 0°35'36" W 2431.94 FT & W 419.89 FT FR S 1/4 COR SEC 26, T2S, R2W, SLM; N 40°01'23" E 72.72 FT; NE'LY ALG 473.25 FT RADIUS CURVE TO L, 73.30 FT (CHD N 35°35'08" E); N 31°08'53" E 23.24 FT; N 57°21'14" W 102.85 FT; N 32°02'47" E 15.91 FT; N 19°40'50" W 23.86 FT; N 60°07'49" W 9.76 FT; N 57°21'14" W 66 FT; N 52°01'34" W 59.84 FT; N 57°36'46" W 28.42 FT; N 57°33'42" W 166.82 FT; N 30°21'18" W 10.19 FT; N 55°17'21" W 30.84 FT; N 88°16'48" W 10.14 FT; N 57°27'50" W 179.85 FT; N 41°02'22" W 111 FT; N 48°35'46" W 34.30 FT; N 87°43'08" W 23.58 FT; NWLY ALG 60.32 FT RADIUS CURVE TO R, 48.18 FT (CHD N 59°58'30" W); NWLY ALG 89.52 FT RADIUS CURVE TO R, 60.17 FT (CHD N 21°22'38" W); NWLY ALG 19.11 FT RADIUS CURVE TO L, 28.21 FT (CHD N 49°06'39" W); S 89°22'11" W 103.70 FT; S 85°17'01" W 16.19 FT; SWLY ALG 50 FT RADIUS CURVE TO L, 24.04 FT (CHD S 64°14'45" W); S 87°40'13" W 70 FT; SE'LY ALG 545 FT RADIUS CURVE TO L, 269.53 FT (CHD S 16°29'52" E); SWLY ALG 19 FT RADIUS CURVE TO R, 5.14 FT (CHD S 22°53'03" E); SE'LY ALG 545 FT RADIUS CURVE TO L, 55.60 FT (CHD S 34°06'35" E); SE'LY ALG 164.98 FT RADIUS CURVE TO L, 32.40 FT (CHD S 64°16'21" E); S 69°54'26" E 235.24 FT; S 67°23'47" E 53.52 FT; SE'LY ALG 1035 FT RADIUS CURVE TO R, 68.20 FT (CHD S 64°09'44" E); S 62°16'27" E 130.21 FT; SE'LY ALG 1044.91 FT RADIUS CURVE TO R, 245.97 FT (CHD S 55°31'50" E); S 49°58'38" E 105.25 FT TO BEG.

PARCEL NO. 20-26-151-002 (CW Copper Rim 1, LLC)

BEG S 89°58'45" W 1491.42 FT & N 2471.49 FT FR S 1/4 COR SEC 26, T2S, R2W, SLM; N 57°13'13" E 100.80 FT; N 3°07'59" E 41.49 FT; NE'LY ALG 25 FT RADIUS CURVE TO L, 20.59 FT (CHD N 39°21'15" E); NE'LY ALG 76.75 FT RADIUS CURVE TO R, 12.34 FT (CHD N 20°21'51" E); N 24°58'11" E 22.16 FT; N 32°46'47" W 199.26 FT; NE'LY ALG 15 FT RADIUS CURVE TO R, 23.56 FT (CHD N 12°13'13" E); N 57°13'13" E 78.04 FT; NE'LY ALG 500 FT RADIUS CURVE TO R, 72.35 FT (CHD N 61°21'56" E); N 65°30'39" E 90.09 FT; SE'LY ALG 19 FT RADIUS CURVE TO R, 28.36 FT (CHD S 71°43'35" E); SE'LY ALG 545 FT RADIUS CURVE TO L, 21.14 FT (CHD S 30°04'38" E); NW'LY ALG 19 FT RADIUS CURVE TO L, 5.14 FT (CHD N 22°53'03" W); NW'LY ALG 545 FT RADIUS CURVE TO R, 269.53 FT (CHD N 16°29'52" W); NE'LY ALG 544.38 FT RADIUS CURVE TO R, 92.15 FT (CHD N 2°30'43" E); NW'LY ALG 65 FT RADIUS CURVE TO L, 123.07 FT (CHD N 46°53'03" W); N 11°07'36" W 87.34 FT; SW'LY ALG 1528.85 FT RADIUS CURVE TO L, 585.66 FT (CHD S 66°06'52" W); S 30°26'17" E 63.22 FT; S 32°46'47" E 760.43 FT TO BEG.

PARCEL NO. 20-26-326-022 (West Bench, LLC & Yellowstone Legacy, LLC)

BEG S 89°58'45" W 1772.15 FT & N 0°01'15" W 78.35 FT & S 89°59'21" W 103.92 FT FR SE COR SEC 26, T2S, R2W, SLM; NE'LY ALG 33 FT RADIUS CURVE TO R, 17.23 FT (CHD N 14°24'08" E); N 29°21'28" E 16.46 FT; NE'LY ALG 25 FT RADIUS CURVE TO L, 13.09 FT (CHD N 14°21'28" E); N 0°38'32" W 548.68 FT; N 0°38'28" W 55.92 FT; N 7°03'24" W 28.72 FT; NW'LY ALG 958.22 FT RADIUS CURVE TO L, 283.56 FT (CHD N 13°46'35" W); NW'LY ALG 92 FT RADIUS CURVE TO L, 11.88 FT (CHD N 30°31'55" W); NW'LY ALG 398.69 FT RADIUS CURVE TO L, 21.92 FT (CHD N 35°53'56" W); NW'LY ALG 31.50 FT RADIUS CURVE TO L, 13.36 FT (CHD N 49°39'32" W); NW'LY ALG 62.50 FT RADIUS CURVE TO L, 44.67 FT (CHD N 82°17'24" W); S 77°31'45" W 35.59 FT; N 12°28'15" W 50 FT; NE'LY ALG 87.50 FT RADIUS CURVE TO L, 34.94 FT (CHD N 66°05'43" E); N 54°39'27" E 21.01 FT; NE'LY ALG 37.50 FT RADIUS CURVE TO L, 20.26 FT (CHD N 39°10'36" E); NW'LY ALG 1915.18 FT RADIUS CURVE TO L, 72.51 FT (CHD N 36°39'22" W); NW'LY ALG 1908.69 FT RADIUS CURVE TO L, 257.76 FT (CHD N 41°36'54" W); N 45°06'20" W 240.71 FT; NW'LY ALG 965 FT RADIUS CURVE TO L, 151.01 FT (CHD N 49°35'19" W); N 54°04'17" W 97.92 FT; NW'LY ALG 1035 FT RADIUS CURVE TO R, 305.94 FT (CHD N 45°44'42" W); S 66°04'20" W 195.62 FT; S 40°01'22" W 273.09 FT; SW'LY ALG 648.75 FT RADIUS CURVE TO R, 194.72 FT (CHD S 48°37'18" W); S 57°13'13" W 218.98 FT; S 32°46'47" E 351.27 FT; S 50°42'49" E 204.61 FT; N 39°17'13" E 120 FT; N 49°32'10" E 149.97 FT; N 89°59'11" E 173.49 FT; S 0°00'02" W 206.39 FT; S 39°17'13" W 218.39 FT; S 49°17'50" E 75.46 FT; SE'LY ALG 1108 FT RADIUS CURVE TO R, 561.17 FT (CHD S 34°46'21" E); S 20°15'48" E 224.19 FT; N 89°44'12" E 154.95 FT; S 88°20'54" E 231.29 FT; N 89°29'53" E 188.19 FT M OR L TO BEG.

PARCEL NO. 20-26-326-017 (West Bench, LLC & Yellowstone Legacy, LLC)

BEG N 0°35'36" W 1999.77 FT & W 141.94 FT FR S 1/4 COR SEC 26, T2S, R2W, SLM; S 54°42'04" W 33.51 FT; SW'LY ALG 351.25 FT RADIUS CURVE TO L, 89.98 FT (CHD S 47°21'43" W); S 40°01'22" W 71.65 FT; N 66°04'20" E 195.62 FT M OR L; NW'LY ALG 1035 FT RADIUS CURVE TO R, 33.15 FT (CHD N 36°11'48" W) M OR L; N 35°17'56" W 35.48 FT M OR L TO BEG.

PARCEL NO. 20-26-101-007 (West Bench, LLC & Yellowstone Legacy, LLC)

BEG N 89°41'31" E 44.72 FT & S 33 FT FR NW COR SEC 26, T2S, R2W, SLM; N 89°41'31" E 1678.84 FT; S 0°35'35" E 900.40 FT; N 89°41'31" E 933.40 FT; S 0°35'24" E 1316.34 FT; S 64°48'28" W 448.09 FT; S 51°08'54" E 3.87 FT; S 46°14'13" E 80.15 FT; S 13°56'38" E 196.82 FT; S 31°08'55" W 30.51 FT M OR L; N 57°21'14" W 102.85 FT; N 32°02'47" E 15.91 FT; N 19°40'50" W 23.86 FT; N 60°07'49" W 9.76 FT; N 57°21'14" W 66 FT; N 52°01'34" W 59.84 FT; N 57°36'46" W 28.42 FT; N 57°33'42" W 166.82 FT; N 30°21'18" W 10.19 FT; N 55°17'21" W 30.84 FT; N 88°16'48" W 10.14 FT; N 57°27'50" W 179.85 FT; N 41°02'22" W 111 FT; N 48°35'46" W 34.30 FT; N 87°43'08" W 23.58 FT; NW'LY ALG 60.32 FT RADIUS CURVE TO R, 48.18 FT (CHD N 59°58'30" W); NW'LY ALG 89.52 FT RADIUS CURVE TO R, 60.17 FT (CHD N 21°22'38" W); NW'LY ALG 19.11 FT RADIUS CURVE TO L, 28.21 FT (CHD N 49°06'39" W); S 89°22'11" W 103.70 FT; S 85°17'01" W 16.19 FT; SW'LY ALG 50 FT RADIUS CURVE TO L, 24.04 FT (CHD S 64°14'45" W); S 87°40'13" W 70 FT; NE'LY ALG 544.38 FT RADIUS CURVE TO R, 92.15 FT (CHD N 2°30'43" E); NW'LY ALG 65 FT RADIUS CURVE TO L, 123.07 FT (CHD N 46°53'03" W); N 11°07'36" W 87.34 FT; SW'LY ALG 1528.85 FT RADIUS CURVE TO L, 585.66 FT (CHD S 66°06'52" W); N 30°26'24" W 141.32 FT M OR L; N 49°05'36" E 37.47 FT; N 40°54'24" W 149.31 FT; N 23°38'36" W 378.38 FT; N 19°32'35" W 357.21 FT; N 3°54'49" E 133.37 FT; N 70°27'25" E 126.81 FT; N 8°24'01" E 127.59 FT; N 31°04'25" W 179.83 FT; N 85°48'05" W 145.75 FT; S 75°58'16" W 48.42 FT; N 14°59'13" W 697.16 FT TO BEG.

PARCEL NO. 20-26-176-002 (West Bench, LLC & Yellowstone Legacy, LLC)

BEG S 89°44'02" W 1804.74 FT & S 89°44'02" W 857.80 FT FR E 1/4 COR SEC 26, T2S, R2W, SLM; N 0°35'20" W 387.57 FT; S 64°48'28" W 448.09 FT; S 51°08'54" E 3.87 FT; S 46°14'13" E 80.15 FT; S 13°56'38" E 196.82 FT; N 31°08'55" E 62.84 FT M OR L; NWLY ALG 19 FT RADIUS CURVE TO L, 25.56 FT (CHD N 7°23'09" W); N 45°55'10" W 42.23 FT; N 44°04'50" E 70 FT; S 45°55'10" E 17.13 FT; NE'LY ALG 19 FT RADIUS CURVE TO L, 35 FT (CHD N 81°18'05" E); S 61°28'39" E 53.50 FT; SWLY ALG 351.75 FT RADIUS CURVE TO R, 16.12 FT (CHD S 29°50'07" W); S 31°08'53" W 8.29 FT; SE'LY ALG 19 FT RADIUS CURVE TO L, 25.56 FT (CHD S 7°23'10" E); S 45°55'16" E 97.65 FT; SE'LY ALG 467.25 FT RADIUS CURVE TO L, 66.89 FT (CHD S 50°02'10" E); N 31°08'34" E 99.21 FT TO BEG.

**EXHIBIT C
TO
FIRST AMENDMENT TO
DECLARATION AND GRANT
OF
WATER LINE EASEMENT**

[Form of Perpetual Water Line Easement]

WHEN RECORDED, PLEASE RETURN TO:

West Jordan City Recorder
8000 South Redwood Road
West Jordan, Utah 84088
CT114416 - CAF
Portions of APN: 20-26-301-004

PERPETUAL WATER LINE EASEMENT

ARB INVESTMENTS, LLC, a Utah limited liability company (hereinafter referred to as "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains and conveys unto the CITY OF WEST JORDAN, a municipal corporation and political subdivision of the State of Utah (hereinafter referred to as "Grantee"), whose principal office address is 8000 South Redwood Road, West Jordan, Utah 84088, its successors, assigns, licensees and agents, a PERPETUAL EASEMENT upon, over, under, across and through the following described tract of land, which the Grantor owns or in which the Grantor has an interest, in Salt Lake County, State of Utah, more particularly described as follows, to wit (the "Easement Area"):

[See Exhibit 'A' attached hereto and by this reference made a part hereof].

The Easement herein granted is for the following purpose: installation and maintenance of a water line and any appurtenances connected thereto (the "Facilities"). This Easement shall not relieve any other person from obligations or liabilities pursuant to separate agreements with Grantor.

Grantee shall have the right to plan, install, construct, operate, maintain, repair, remove and replace any material(s) comprising the Facilities from time to time as Grantee may require. Grantee shall have the right of reasonable ingress and egress to and from the Facilities over and across Grantor's land lying coincident with the land described above; provided Grantee shall access the Easement Area in a manner that avoids damage to buildings and improvements located on Grantor's surrounding real property and shall avoid interruption of occupants to the extent feasible... Grantee shall have the right to clear and remove all trees and other obstructions that may interfere with the use of said Easement by Grantee. Grantor reserves the right to occupy, use and cultivate said property for all purposes not inconsistent with the rights herein granted.

[Signature on following page]

Exhibit 'A'

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST OF THE SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT LOCATED N0°27'08"W ALONG THE SECTION LINE 38.23 FEET FROM THE WEST 1/4 CORNER OF SECTION 26, T2S, R2W, S.L.B.&M. (BASIS OF BEARING: N89°58'36"E ALONG THE SECTION LINE FROM THE SOUTHWEST CORNER TO THE SOUTH QUARTER CORNER OF SAID SECTION 26); THENCE N0°27'08"W ALONG THE SECTION LINE 22.75 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 390.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: N29°42' 48"W) 74.78 FEET THROUGH A CENTRAL ANGLE OF 10°59'12" (CHORD: N54°47'36"E 74.67 FEET); THENCE N49°18'00"E 423.95 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE MOUNTAIN VIEW CORRIDOR (UTAH DEPT. OF TRANSPORTATION); THENCE S23°19' 58"E ALONG SAID RIGHT-OF-WAY LINE 20.96 FEET; THENCE S49°18'00"W 417.69 FEET; THENCE ALONG THE ARC OF A 410.00 FOOT RADIUS CURVE TO THE RIGHT 89.74 FEET THROUGH A CENTRAL ANGLE OF 12°32'27" (CHORD: S55°34'14"W 89.56 FEET) TO THE POINT OF BEGINNING.