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02/27/2019 04:09 PM \$34.00  
Book - 10756 Pg - 3256-3265  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
ROCKY MOUNTAIN POWER  
ATTN: LISA LOUDER  
1407 W NORTH TEMPLE STE 110  
SLC UT 84116-3171  
BY: DCP, DEPUTY - WI 10 P.

WHEN RECORDED, RETURN TO:

Rocky Mountain Power  
Attn: Lisa Louder/Mailia Lauto'o  
1407 W North Temple, Suite 110  
Salt Lake City, Utah 84116

(Space above for Recorder's Use Only)

**BOUNDARY LINE AGREEMENT**

THIS BOUNDARY LINE AGREEMENT is made and entered into this 26 day of February, 2019, by and between Rocky Mountain Power, a Utah corporation, ("RMP"), and West Bench, LLC, a Utah limited liability company and Yellowstone Legacy, LLC, a Utah limited liability company, ("Yellowstone") and CW Copper Rim 1, LLC, a Utah limited liability company ("CW"). RMP, Yellowstone and CW are sometimes referred to herein collectively as the "Parties," and individually as a "Party."

**RECITALS:**

A. RMP is currently the owner in fee title of that certain property located in Salt Lake County, State of Utah (the "RMP Property"). The RMP Property is more particularly described on Exhibit A, attached hereto and incorporated herein.

B. Yellowstone is the owner in fee title of that certain property located adjacent to, and directly West of, the RMP Property (the "Yellowstone Property"). The Yellowstone Property is more particularly described on Exhibit B, attached hereto and incorporated herein.

C. CW is the owner in fee title of that certain property located adjacent to, and directly West of, the RMP Property (the "CW Property"). The CW Property is more particularly described on Exhibit C, attached hereto and incorporated herein.

D. The Parties desire to adjust the boundary and remove the gap between their respective properties pursuant to a Record of Survey performed by Focus Engineering and Surveying, LLC dated July 30, by entering into this Agreement.

**TERMS AND CONDITIONS**

NOW THEREFORE, for the considerations of mutual agreement, \$10.00, and other good and valuable considerations of both parties, the receipt and sufficiency of which are hereby conclusively acknowledged, and for the purpose of permanently establishing the common legal and physical boundary line between the parcels described herein, it is hereby agreed as follows:

1. **Boundary Line.** RMP, Yellowstone and CW agree that the boundary line between their respective properties shall be the following described line:

See Exhibit D, attached hereto and incorporated herein (the "Boundary Line")

The Boundary Line shall stand and be known as the common record description and boundary between the West boundary of the RMP Property and East boundary of the Yellowstone Property and CW Property.

2. **Quitclaim** In furtherance of this Boundary Line Agreement, Yellowstone and CW do hereby quitclaim all right, title and interest to RMP in and to that portion lying East of the Boundary Line and RMP does hereby quitclaim all right, title and interest to Yellowstone to that portion of the gap area lying West of the Boundary Line and directly East of the Yellowstone Property, and to CW to that portion of the gap area lying West of the Boundary Line and directly East of the CW Property.

3. **Duration; Rights Run with the Land; Binding Effect.** This Agreement and the Agreed 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 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 Parties Property, or any change of use, demolition, reconstruction, expansion or other circumstances.

4. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Utah, without regard to conflict of laws principles.

5. **Representation/Authority of Signators.** The individuals who execute this Agreement on behalf of the Parties represent and warrant that he/she are duly authorized to execute this Agreement and that the consent of any lenders, mortgagees, holders of deeds of trust, or lien holders is not required or necessary, that all trust approvals have been obtained, that no other signature, act or authorization is necessary to bind the Parties to the provisions of this Agreement.

6. **Recording.** This Agreement shall be recorded with the Recorder's office of Salt Lake County.

7. **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.


8. **Jury Waiver.** To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

*[signatures and acknowledgments on the following page]*

RMP:

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

Rocky Mountain Power, a Utah corporation




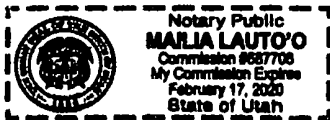
BY: Douglas N. Bennion

ITS: Vice President of Engineering & Asset Mgmt.

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE    )

On the 26 day of Feb., 2019 personally appeared before me Douglas N. Bennion, who acknowledged himself to be the Vice President of Engineering & Asset Mgmt. of Rocky Mountain Power, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and that said Douglas N. Bennion, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

  
Notary Public



Yellowstone:

West Bench, LLC, a Utah limited liability company

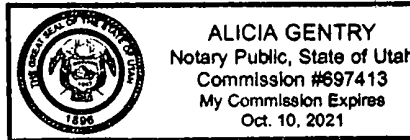
By: Craig D. Jensen  
Its: manager

State of Utah

County of Davis ~~Salt Lake~~

On the 4 day of February, 2019, personally appeared before me Craig D Jensen, who acknowledged himself to be the Manager of West Bench, LLC, a Utah limited liability company, and that he, as such Craig D Jensen, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Alicia Gentry  
Notary Public



Yellowstone Legacy, LLC, a Utah limited liability company

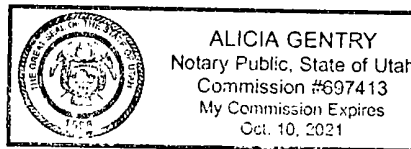
By: Richard H. Jensen  
Its: President

State of Utah

County of Davis ~~Salt Lake~~


On the 12 day of February, 2019, personally appeared before me Richard Jensen, who acknowledged himself to be the President of Yellowstone Legacy, LLC, a Utah limited liability company, and that he, as such Richard Jensen, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Alicia Gentry  
Notary Public



CW:

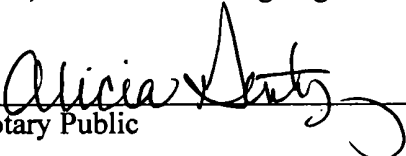
CW Copper Rim 1, LLC, a Utah limited liability company

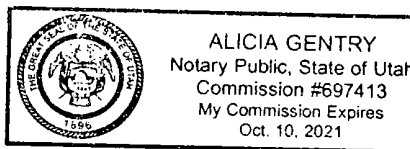
  
By: Colin H. Wright  
Its: Manager

State of Utah

County of Davis

On the 12 day of February, 2019, personally appeared before me Colin Wright, who acknowledged himself to be the Manager of CW Copper Rim 1, LLC, a Utah limited liability company, and that he, as such Colin Wright, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

  
Notary Public



**Exhibit A**

(Legal Description of RMP Property)

BEG S 89°59'28" W 1667.88 FT FR NE COR OF SE 1/4 SEC 26, T2S, R2W SLM; S 0°20'05" W 928.77 FT; N 89°57'06" W 79.13 FT; N 0°28'02" W 928.71 FT; N 89°59'28" E 92.13 FT TO BEG. 1.83 AC M OR L.

Parcel No. 20-26-400-013

BEG S 89°59'28" W 1667.88 FT & S 0°20'05" W 928.77 FT FR NE COR OF SE 1/4 SEC 26, T2S, R2W, SLM; S 0°20'05" W 148.76 FT; N 89°56'32" W 77.05 FT; N 0°28'02" W 148.75 FT; S 89°57'06" E 79.13 FT TO BEG. 0.27 AC M OR L.

Parcel No. 20-26-400-015

BEG S 89°59'28" W 1667.88 FT & S 0°20'05" W 1077.53 FT FR NE COR OF SE 1/4 SEC 26, T2S, R2W, SLM; S 0°20'05" W 148.76 FT; N 89°55'59" W 74.97 FT; N 0°28'02" W 148.75 FT; S 89°56'32" E 77.05 FT TO BEG. 0.26 AC M OR L.

Parcel No. 20-26-400-017

BEG S 89°59'28" W 1667.88 FT & S 0°20'05" W 1226.30 FT FR NE COR OF SE 1/4 SEC 26, T2S, R2W, SLM; S 0°20'05" W 100.52 FT; N 89°55'34" W 73.56 FT; N 0°28'02" W 100.51 FT; S 89°55'59" E 74.97 FT TO BEG. 0.17 AC M OR L.

Parcel No. 20-26-400-019

**Exhibit B**

(Legal Description of the Yellowstone Property)

BEG N 89°58'39" E 851.04 FT & N 0°27'55" W 78.33 FT FR S 1/4 COR SEC 26, T2S,R2W, SLM; S 89°59'21" W 247.31 FT; N 88°20'54" W 231.29 FT; S 89°44'12" W 154.95 FT; N 20°15'48" W 224.19 FT; NW'LY 561.17 FT ALG ARC OF 1108.00 FT RADIUS CURVE TO L (CHD N 34°46'21" W 555.19 FT); N 49°17'50" W 102.69 FT; N 50°42'49" W 469.01 FT; N 32°46'47" W 561.33 FT; N 59°02'10" E 34.09 FT; N 66°04'20" E 974.98 FT; N 38°01'41" W 236.42 FT; N 24°13'43" W 433.85 FT; N 13°56'38" W 210.23 FT; N 46°14'13" W 80.15 FT; N 51°08'54" W 3.87 FT; N 64°48'28" E 448.09 FT; S 0°35'24" E 387.57 FT; N 89°43'51" E 856.99 FT; S 0°27'55" E 2572.19 FT TO BEG. LESS & EXCEPT BEG E 875.02 FT & N 2650.88 FT FR S 1/4 COR SEC 26, T2S, R2W, SLM; S 89°43'41" W 902.45 FT; S 31°08'52" W 100.77 FT; N 58°51'12" W 175.97 FT; N 58°51'10" W 53.50 FT; S 31°08'53" W 154.22 FT; SW'LY ALG 473.25 FT RADIUS CURVE TO R, 73.30 FT (CHD S 35°35'07" W); S 40°01'22" W 72.72 FT; N 49°58'38" W 105.25 FT; NW'LY 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; NW'LY 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; NW'LY ALG 164.98 FT RADIUS CURVE TO R, 49.83 FT (CHD N 61°15'19" W); S 37°23'44" W 70 FT; S 30°51'34" W 28.21 FT; S 32°52'23" W 86.69 FT; S 35°27'43" W 48.94 FT; SW'LY ALG 276.75 FT RADIUS CURVE TO L, 50.68 FT (CHD S 30°12'57" W); S 24°58'11" W 26.18 FT; SW'LY ALG 76.75 FT RADIUS CURVE TO L, 12.34 FT (CHD S 20°21'51" W); SW'LY 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 33.10 FT; S 35°17'56" E 166.63 FT; SE'LY ALG 1035 FT RADIUS CURVE TO L, 339.11 FT (CHD S 44°41'06" E); S 54°04'17" E 97.92 FT; SE'LY ALG 965 FT RADIUS CURVE TO R, 151.01 FT (CHD S 49°35'19" E); S 45°06'20" E 240.71 FT; SE'LY ALG 1908.69 FT RADIUS CURVE TO R, 257.76 FT (CHD S 41°36'54" E); SE'LY ALG 959.96 FT RADIUS CURVE TO R, 400.20 FT (CHD S 22°47'33" E); N 78°18'46" E 77.37 FT; NW'LY ALG 1040 FT RADIUS CURVE TO L, 606.59 FT (CHD N 28°23'47" W); N 45°06'20" W 335.18 FT; NW'LY ALG 1035.52 FT RADIUS CURVE TO L, 161.96 FT (CHD N 49°35'18" W); N 54°07'17" W 97.92 FT; NW'LY ALG 964.94 FT RADIUS CURVE TO R, 316.18 FT (CHD N 44°41'08" W); N 58°15'48" E 276.34 FT; SE'LY ALG 326.75 FT RADIUS CURVE TO L, 53.92 FT (CHD S 36°27'51" E); SE'LY ALG 691.75 FT RADIUS CURVE TO L, 155.51 FT (CHD S 47°37'53" E); S 54°04'17" E 97.92 FT; SE'LY ALG 1308.25 FT RADIUS CURVE TO R, 74.57 FT (CHD S 52°26'19" E); SE'LY ALG 326.75 FT RADIUS CURVE TO L, 223.74 FT (CHD S 70°25'20" E); N 89°57'40" E 243.65 FT; N 0°43'42" W 818.60 FT TO BEG. ALSO LESS THAT PORTION LYING EAST OF THE WEST 3519.99 FT OF THE S'LY 1/2 OF SD SEC 26. ALSO LESS THAT PORTION INSIDE SOUTH VALLEY SEWER DISTRICT BOND LEVY ONLY.

Parcel No. 20-26-326-005-4002

**Exhibit C**

(Legal Description of the CW Property)

BEG E 875.02 FT & N 2650.88 FT FR S 1/4 COR SEC 26, T2S, R2W, SLM; S 89°43'41" W 902.45 FT; S 31°08'52" W 100.77 FT; N 58°51'12" W 175.97 FT; N 58°51'10" W 53.50 FT; S 31°08'53" W 154.22 FT; SW'LY ALG 473.25 FT RADIUS CURVE TO R, 73.30 FT (CHD S 35°35'07" W); S 40°01'22" W 72.72 FT; N 49°58'38" W 105.25 FT; NW'LY 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; NW'LY 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; NW'LY ALG 164.98 FT RADIUS CURVE TO R, 49.83 FT (CHD N 61°15'19" W); S 37°23'44" W 70 FT; S 30°51'34" W 28.21 FT; S 32°52'23" W 86.69 FT; S 35°27'43" W 48.94 FT; SW'LY ALG 276.75 FT RADIUS CURVE TO L, 50.68 FT (CHD S 30°12'57" W); S 24°58'11" W 26.18 FT; SW'LY ALG 76.75 FT RADIUS CURVE TO L, 12.34 FT (CHD S 20°21'51" W); SW'LY 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 33.10 FT; S 35°17'56" E 166.63 FT; SE'LY ALG 1035 FT RADIUS CURVE TO L, 339.11 FT (CHD S 44°41'06" E); S 54°04'17" E 97.92 FT; SE'LY ALG 965 FT RADIUS CURVE TO R, 151.01 FT (CHD S 49°35'19" E); S 45°06'20" E 240.71 FT; SE'LY ALG 1908.69 FT RADIUS CURVE TO R, 257.76 FT (CHD S 41°36'54" E); SE'LY ALG 959.96 FT RADIUS CURVE TO R, 400.20 FT (CHD S 22°47'33" E); N 78°18'46" E 77.37 FT; NW'LY ALG 1040 FT RADIUS CURVE TO L, 606.59 FT (CHD N 28°23'47" W); N 45°06'20" W 335.18 FT; NW'LY ALG 1035.52 FT RADIUS CURVE TO L, 161.96 FT (CHD N 49°35'18" W); N 54°07'17" W 97.92 FT; NW'LY ALG 964.94 FT RADIUS CURVE TO R, 316.18 FT (CHD N 44°41'08" W); N 58°15'48" E 276.34 FT; SE'LY ALG 326.75 FT RADIUS CURVE TO L, 53.92 FT (CHD S 36°27'51" E); SE'LY ALG 691.75 FT RADIUS CURVE TO L, 155.51 FT (CHD S 47°37'53" E); S 54°04'17" E 97.92 FT; SE'LY ALG 1308.25 FT RADIUS CURVE TO R, 74.57 FT (CHD S 52°26'19" E); SE'LY ALG 326.75 FT RADIUS CURVE TO L, 223.74 FT (CHD S 70°25'20" E); N 89°57'40" E 243.65 FT; N 0°43'42" W 818.60 FT TO BEG. LESS THAT PORTION INSIDE SOUTH VALLEY SEWER DISTRICT BOND LEVY ONLY.

Parcel No. 20-26-326-004-4002



**Exhibit D**

(Legal Description of New Boundary Line)

BEGINNING AT A POINT WHICH IS THE NORTHWEST CORNER OF THAT REAL PROPERTY AS DESCRIBED IN BOOK 9801 PAGES 7059-7063 OF THE OFFICIAL RECORDS OF SALT LAKE COUNTY AND LOCATED SOUTH 89°43'41" WEST ALONG THE EAST-WEST QUARTER SECTION LINE 1760.01 FEET FROM THE EAST QUARTER CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 0°43'42" EAST ALONG THE WEST BOUNDARY LINE OF THE AFOREMENTIONED PARCEL 1326.78 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL AND THE POINT OF TERMINUS.



# COPPER RIM BLA EXHIBITS

EAST CORNER SECTION 26  
T2S, R2W, SLB&M  
2.5° FLAT BRASS MONUMENT

