12937383 2/21/2019 9:25:00 AM \$49.00 Book - 10754 Pg - 3314-3331 RASHELLE HOBBS Recorder, Salt Lake County, UT COTTONWOOD TITLE BY: eCASH, DEPUTY - EF 18 P.

WHEN RECORDED, RETURN TO:

CW COPPER RIM 1, LLC Atfn: Greg Day 1222 W. Legacy Crossing Blvd., Suite 6 Centerville, Utah 84014

Parcel Numbers: 2026456003; 20263260054002; 20263260054001; 20263260044002;

2026456002; and 20262000080000

(Space above for Recorder's Use Only)

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT (the "Agreement") is made and entered into this / day of February, 2019, by and between West Bench, LLC, a Utah limited liability company, located at 928 Sage Park Lane, Salt Lake City, Utah 84117, and Yellowstone Legacy, LLC, a Utah limited liability company, located at 111 South Main Street, Suite 2400, Salt Lake City, Utah 84111 (collectively, "WB Yellowstone"); CW Copper Rim 1, LLC, a Utah limited liability company, located at 1222 W. Legacy Crossing Blvd., Suite 6, Centerville, UT 84014 ("CW"); Pond House, LLC, a Utah limited liability company, located at 225 South 200 East, Suite 300, Salt Lake City, UT 84111 ("Pond House"); and CAPB Properties, LLC, a Utah limited liability company ("CAPB") and Greenbriar Land, LLC, a Utah limited liability company ("Greenbriar", together with CAPB, the "Pond House Related Entities"). Pond House, the Pond House Related Entities, WB Yellowstone and CW are sometimes referred to herein collectively as the "Parties," and individually as a "Party."

RECITALS:

- A. Pond House is currently the owner in fee title of that certain property located in West Jordan, Salt Lake County, Utah (the "Pond House Property"). The Pond House Property is more particularly described on Exhibit A, attached hereto and incorporated herein, and identified as parcel no. 2026456003.
- B. WB Yellowstone is the owner in fee title of that certain property located adjacent to, and directly West of, the Pond House Property (the "WB Yellowstone Property"). The WB Yellowstone Property is more particularly described on Exhibit B, attached hereto and incorporated herein, and identified as parcel nos. 20263260054002 and 20263260054001.
- C. CW is the owner in fee title of that certain property located adjacent to, and directly West of, the Pond House Property (the "CW Property"). The CW Property is more particularly described on Exhibit C, attached hereto and incorporated herein, and identified as parcel nos. 20263260044002 and 2026456002.
- D. The Pond House Entities are the owners in fee title of that certain real property located in West Jordan, Salt Lake County, Utah (the "Related Entity Land"). The Related

Entity Land is graphically depicted in <u>Exhibit E</u>, attached hereto and incorporated herein, and identified as parcel no. 20262000080000.

- E. The existing legal descriptions of the Pond House Property, WB Yellowstone Property, and CW Property do not accurately identify the location of a common boundary line between such properties insofar as a certain gap of approximately fifty feet (50') (the "Gap") exists.
- F. The Parties desire to adjust the boundary and remove the gap between their respective properties 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. <u>Boundary Line</u>. Pond House, WB 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 Pond House Property and East boundary of the WB Yellowstone Property and CW Property.

- 2. Quitclaim. In furtherance of this Boundary Line Agreement, WB Yellowstone and CW do hereby quitclaim all right, title and interest to Pond House in and to that portion lying East of the Boundary Line and Pond House does hereby quitclaim all right, title and interest to WB Yellowstone to that portion of the gap area lying West of the Boundary Line and directly East of what is currently the WB Yellowstone Property line, and to CW to that portion of the gap area lying West of the Boundary Line and directly East of what is currently the CW Property line. For illustrational purposes only, the approximate location of the Boundary Line and how the properties described in this Section 2 are situated vis-à-vis each other is graphically depicted in Exhibit F, attached hereto and incorporated herein.
- 3. <u>Duration; Rights Run with the Land; Binding Effect</u>. 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. <u>CW Construction Obligations</u>. In the ordinary course of CW's development activities in the "Copper Rim" community, or as otherwise required by West Jordan City, CW agrees to the following:
- a. CW shall perform those certain roadway improvements as required by West Jordan City to the portion of the Gap that directly abuts and otherwise fronts 7800 South, including the portion of the Gap that will become part of the Pond House Property, which improvements will include, but not necessarily limited to curb, gutter, asphalt and sidewalk requirements; and
- CW shall provide a stub road to the Related Entity Land in the general proximity of the location depicted in Exhibit E, attached hereto and incorporated herein (the "Stubbed Road"). CW grants to the Pond House Related Entities, and/or its assigns, as owners of the Related Entity Land the right to connect to the Stubbed Road and to any underground utility lines that may be constructed and installed by CW on the portion of the Stubbed Road located on the CW Property. The Pond House Related Entities, and/or its assigns, shall not be obligated to pay CW any fees, costs or other consideration in order for the Pond House Related Entities, and or its assigns, to exercise such connection rights. CW agrees that it shall not create any "spite strips" on the CW Property which would prevent the Pond House Related Entities from connecting (in a commercially reasonable manner that is approved by West Jordan City or by the applicable public utility) to any public street or underground utility lines from the Related Entity Land to the CW Property; provided, however, CW makes no warranty or representation as to whether CW Property's public street or underground utility lines will be sufficient for any use the Pond House Related Entities now or in the future may contemplate for the Related Entity Land and/or whether West Jordan City or the applicable public utility will grant approval for such use. Notwithstanding the foregoing, the Pond House Related Entities shall be solely responsible for (a) all costs associated with connecting to the Stubbed Road and to any and all underground utility lines that may be constructed and installed by CW on the CW Property, and (b) any damage, destruction, or harm done to the CW Property by the Pond House Related Entities or any of its agents, employees, contractors, and other related parties. The Pond House Related Entities agree to indemnify, defend, and hold harmless CW from any claims arising from or related to the Pond House Related Entities' connection to the Stubbed Road and/or underground utility lines.
- 5. No Monetary Encumbrances. As a material inducement to the Parties' execution of this Agreement, each Party warrants that, as of the date hereof, it has not encumbered any portion of the land being conveyed pursuant to Sections $\underline{1}$ and $\underline{2}$ above in any way, including, without limitation, any monetary encumbrances; any pledges, hypothecations, or grants of security interests; any assignments, deeds, or transfers; or any other encumbrances similar or related thereto.
- 6. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Utah, without regard to conflict of laws principles.

- 7. 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.
- **8.** Recording. This Agreement shall be recorded with the Recorder's office of Salt Lake County.
- 9. <u>Counterparts</u>. 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.

[signatures and acknowledgments on the following page]

WB Yellowstone:

West Bench, LLC, a Utah limited liability company

State of Utah

County of Davis

On the 12 day of February, 2019, personally appeared before me Zuhard, who acknowledged himself to be the 7000 of Yellowstone Legacy, LLC, a Utah limited liability company, and that he, as such 2000 purposes therein contained.

Minis

ALICIA GENTRY

Notary Public, State of Utah

Commission #697413

My Commission Expires

Oct. 10, 2021

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

By: Colin H. White
Its:

Notary Public

County of Salt Lake

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

ALICIA GENTRY
Notary Public, State of Utah
Commission #897413
My Commission

Pond House:

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

Pond House, LLC, a Utah limited liability company

By: Banett Peterson
Its: Manager

State of Utah

County of Utah, Salt Lake

On the 19th day of February, 2019, personally appeared before me Barrett Peterson, who acknowledged himself to be the 110000000 of Pond House, LLC, a Utah limited liability company, and that he, as such 1000000000, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

POND HOUSE RELATED ENTITIES:

	CAPB Properties, LLC, a Utah limited liability company		
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of the contract of the contrac	113.		
State of Utah			
County of Satt Laice		۸	2 , 2
On the 19th day of February, 20	19, personally appeared	i before me Ashley	<u>Peterson</u> Be
, who acknowledged himself to be	the Manager	_ of CAPB Properties, LL	C, a Utah
limited liability company, and that to do, executed the foregoing instru			norized so
A A	_ /		
Notary Public	1	LORI JOHNSTUN Notary Public State of Utah My Commission Expires on: March 22, 2019	
Cholary Fublic		Comm. Number: 682192	1
- CENTRAL CONTRAL CONTRACT	Greenbriar Land, LLC	C, a Utah limited liability cor	mpany
and the second s	7× L		
· messandio	By: Barrett Peter. Its: Manage	3411	
State of Utah			
County of Wtah			J
On the 1944 day of February, 2019	o, personally appeared b	pefore me Darreff	<u>Yeterson</u>
, who acknowledged himself to be limited liability company, and that	he. as such ALCIA	being aut	horized so
to do, executed the foregoing instru	ment for the purposes th	nerein contained.	
Lot Office		LORI JOHNSTUN	1 Itab
Notary Public		My Commission Expires March 22, 2019	on:
<i>'</i>	"	Comm. Number: 6821	92

Exhibit A

(Legal Description of Pond House Property)

BEG N 0°43'28" W 1329.23 FT & S 89°51'27" W 1525.40 FT FR SE COR SEC 26, T2S, R2W, SLM; S 0°01'00" E 1252.61 FT; S 89°59'38" W 219.22 FT; N 0°43'28" W 1252.15 FT; N 89°51'27" E 234.69 FT TO BEG.

Parcel No. 20-26-456-003

Exhibit B

(Legal Description of the WB Yellowstone Property)

BEG N 89°58'39" E 851.04 FT & N 0°27'55" W 78.33 FT FR \$ 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 \$ 35°35'07" W); \$ 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

BEG N 89°58'39" E 851.04 FT & N 0°27'55" W 78.33 FT FR S 1/4COR 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" E856.99 FT; S 0°27'55" E 2572.19 FT TO BEG. LESS THAT PORTIONOUTSIDE SOUTH VALLEY SEWER DISTRICT BOND LEVY ONLY. 2.49 AC M OR L. 10311-5286

Parcel No. 20-26-326-005-4001

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

BEG N 89°58'45" E 908.73 FT FR S 1/4 COR SEC 26, T2S, R2W, SLM; S 89°58'45" W 19.13 FT; N 0°38'32" W 78.35 FT; S 89°59'21" W 80.00 FT; N 0°38'32" W 598.13 FT; NW'LY ALG 959.96 FT RADIUS CURVE TO L, 171.03 FT (CHD N 5°44'46" W); N 78°18'46" E 115.16 FT; S 0°43'42" E 869.76 FT TO BEG. LESS & EXCEPT THAT PORTION LYING EAST OF THE WEST 3519.99 FT OF THE S'LY 1/2 OF SD SEC 26

Parcel No. 20-26-456-002

Exhibit D

(Legal Description of New Boundary Line)

COMMENCING FROM A POINT ON A CURVE WHOSE CENTER BEARS SOUTH 63°35'33" WEST AND IS LOCATED NORTH 89°58'45" EAST ALONG THE SOUTH SECTION LINE 896.65 FEET AND NORTH 00°01'15" WEST 78.35 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTHWESTERLY ALONG A 30.00 FEET RADIUS CURVE TO THE LEFT 4.43 FEET, HAVING A CENTRAL ANGLE OF 8°27'26" (CHORD N26°24'27"W 4.42 FEET) TO A POINT OF TANGENCY; THENCE NORTH 30°38'10" WEST 5.27 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A 25.00 FEET RADIUS CURVE TO THE RIGHT 13.09 FEET, HAVING A CENTRAL ANGLE OF 29°59'38" (CHORD N15°38'21"W 12.94 FEET) TO A POINT OF TANGENCY; THENCE NORTH 00°38'32" WEST 563.92 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A 1038.82 FEET RADIUS CURVE TO THE LEFT 56.35 FEET, HAVING A CENTRAL ANGLE OF 3°06'29" (CHORD N2°12'03"W 56.34 FEET TO A POINT OF TANGENCY; THENCE NORTH 03°45'18" WEST 605.52 FEET TO THE POINT OF TERMINUS.

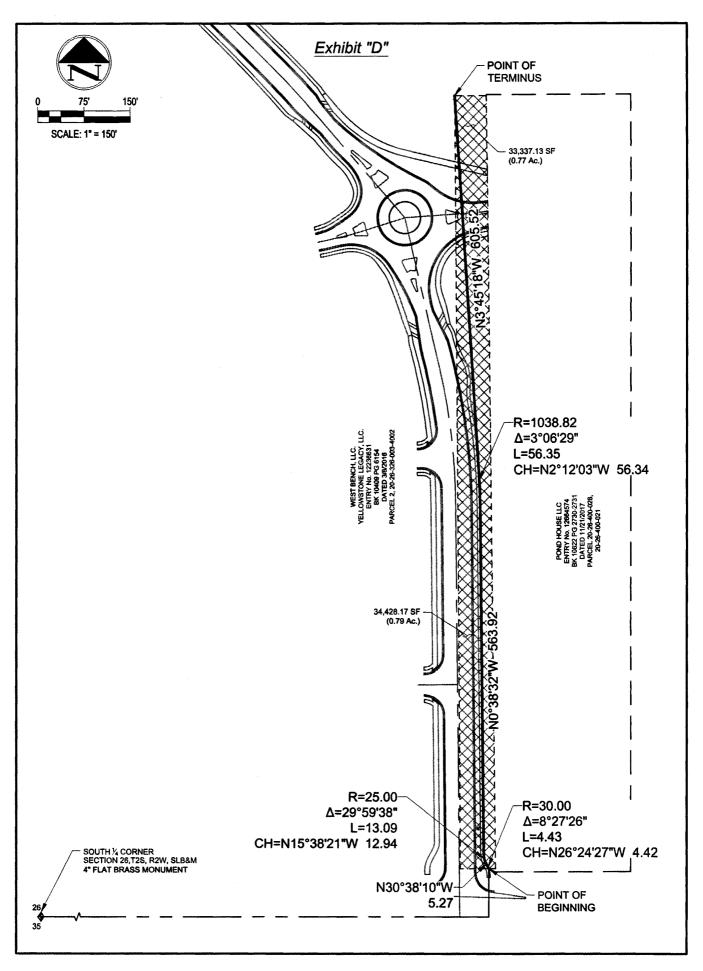


Exhibit E

(Graphic Depiction of Related Entity Land)

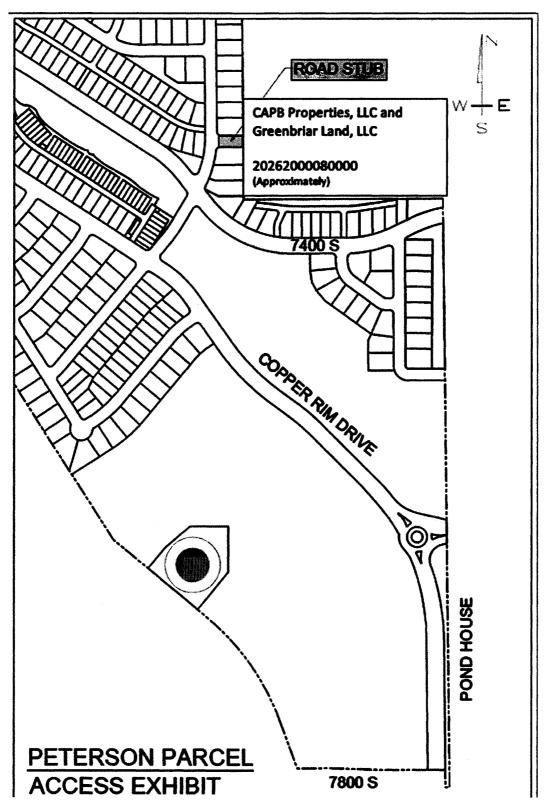


EXHIBIT E
GRAPHIC DEPICTION OF RELATED ENTITY LAND

Exhibit F

(Graphic Depiction of Boundary Line and Quit Claim Properties)

