

12989000  
5/15/2019 11:07:00 AM \$40.00  
Book - 10780 Pg - 9603-9608  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 6 P.

WHEN RECORDED, PLEASE RETURN TO:

West Jordan City Recorder  
8000 South Redwood Road  
West Jordan, Utah 84088

Portions of APN: 20-26-326-005-4002

---

### TEMPORARY CONSTRUCTION EASEMENT

**WEST BENCH, LLC, a Utah limited liability company, AND, YELLOWSTONE LEGACY, LLC, a Utah limited liability company, AND, CW COPPER RIM 1, LLC, a Utah limited liability company (hereinafter referred to as "Grantor")**, whose principal office address is 1222 West Legacy Crossing Blvd., Suite 6, Centerville, Utah 84014 (hereinafter referred to as "Grantor"), for good and valuable consideration, the receipt 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"), its successors, assigns, lessees, licensees and agents, a non-exclusive TEMPORARY CONSTRUCTION EASEMENT upon, over, under, across and through the following land which Grantor owns or in which the Grantor has an interest, situated in the County of Salt Lake, State of Utah, more particularly described as follows:

[See Exhibit "E-1" attached hereto and incorporated herein by reference.]

This Temporary Easement is granted for the following purpose: construction of a water tank, water lines, electric lines, drain lines, and any appurtenances connected thereto (the "Facilities").

Grantee shall have the right to plan, install and construct any material(s) comprising the Facilities from as Grantee may require. Grantee shall have the right to clear and remove all obstructions from the above described property 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.

This Temporary Construction Easement shall expire upon completion of construction of the Facilities or two years from the date of this document, whichever first occurs.

20-26-326-000-4002  
20-26-326-000-4002  
20-26-456-004

IN WITNESS WHEREOF, Grantor has executed this instrument as of this 3<sup>rd</sup> day of MAY, 2019.

WEST BENCH, LLC, a Utah limited liability company

By: Craig D. Given  
Its: manager

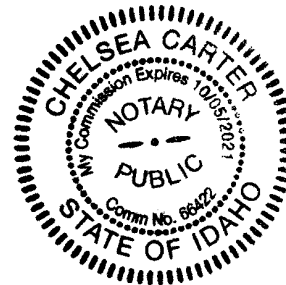
STATE OF Idaho )  
: SS.  
COUNTY OF Bonneville )

On this 3 day of May, 2019, personally appeared before me Chelsea Carter, Notary, who being by me duly sworn did say that s/he is the owner of WEST BENCH, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by said limited liability company at a lawful meeting held or by authority of its bylaws and signed in behalf of said company.

Chelsea Carter  
NOTARY PUBLIC

My Commission Expires: Oct 5, 2021

Residing in Bonneville, Idaho



**YELLOWSTONE LEGACY, LLC, a Utah limited liability company**

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

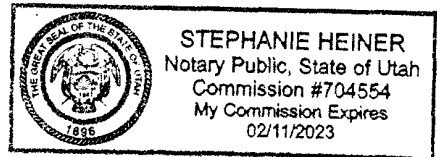
STATE OF Utah )  
  ) : SS.  
COUNTY OF Davis )

On this 3rd day of May, 2019, personally appeared before me Richard Jensen, who being by me duly sworn did say that s/he is the Manager of YELLOWSTONE LEGACY, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by said limited liability company at a lawful meeting held or by authority of its bylaws and signed in behalf of said company.

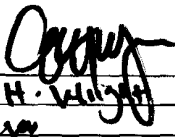
Stephanie Heiner  
NOTARY PUBLIC

My Commission Expires: 02-11-2023

Residing in Davis County, Utah



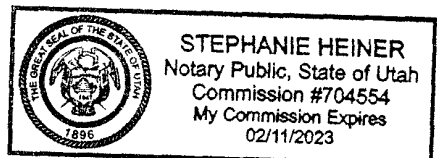
CW COPPER RIM 1, LLC, a Utah limited liability company

By:   
Its: Manager

STATE OF Utah )  
  : SS.  
COUNTY OF Davis )

On this 3rd day of May, 2019, personally appeared before me Colin Wright, who being by me duly sworn did say that s/he is the Manager of CW COPPER RIM 1, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by said limited liability company at a lawful meeting held or by authority of its bylaws and signed in behalf of said company.

  
NOTARY PUBLIC



My Commission Expires: 02-11-2023  
Residing in Davis County, Utah

LENDER CONSENT AND SUBORDINATION

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the undersigned, as the beneficiary and holder of those certain Deeds of Trust dated January 12, 2018 and January 31, 2019, and filed in the official records of the Salt Lake County Recorder on January 16, 2018 and January 31, 2019, under Entry No. 12698422, in Book 10638, at Page 8656, and Entry No. 12927578, in Book 10749, at Page 7729, respectively (the "Trust Deeds"), which Trust Deeds encumber real property owned by Grantor (the "Grantor's Property"), hereby: (1) consents to the execution and delivery of the within and foregoing Easement by Grantor affecting the Grantor's Property; and (2) subordinates all of its rights, title and interests under the Trust Deeds in and to the Grantor's Property to the rights, title, interests, obligations and benefits created by, or arising under, the within and foregoing Easement, so that the Easement shall unconditionally be and remain at all times an interest in real property prior and superior to the Trust Deeds. Nothing contained herein shall be construed to impose upon the undersigned any obligation created by the Easement, unless and until the undersigned has acquired fee title to all or a portion of the Grantor's Property.

MOUNTAIN WEST DEBT FUND, LP,  
a Delaware limited partnership

By: [Signature]  
Its: Manager

STATE OF Utah )  
COUNTY OF Salt Lake ) : ss.

On this 6<sup>th</sup> day of May, 2019, personally appeared before me Rocky Demick, who being by me duly sworn did say that s/he is the Manager of MOUNTAIN WEST DEBT FUND, LP, a Delaware limited partnership, and that the foregoing instrument was duly authorized by the limited partnership at a lawful meeting held or by authority of its bylaws and signed in behalf of said limited partnership.

[Signature]  
NOTARY PUBLIC  
My Commission Expires: 9.07.2021  
Residing in SALT LAKE CITY, UTAH



Exhibit "E-1"

A TWENTY (20) FOOT WIDE NON-EXCLUSIVE TEMPORARY CONSTRUCTION EASEMENT LOCATED IN THE SOUTH HALF OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF 7800 SOUTH STREET WITH THE WESTERLY BOUNDARY LINE OF A GAS EASEMENT FOUND UNDER SALT LAKE COUNTY ENTRY NO. 7501201, IN BOOK 8319, AT PAGE 4705, WHICH POINT IS LOCATED 1,853.51 FEET SOUTH 89°58'45" WEST ALONG THE SECTION LINE AND 78.36 FEET NORTH 00°00'00" EAST FROM THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°59'22" WEST 20.00 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE, LEAVING SAID RIGHT-OF-WAY LINE, ALONG THE FOLLOWING FIVE (5) COURSES, (1) NORTH 00°18'21" EAST 1,052.68 FEET TO A POINT ON A 45.00 FOOT RADIUS CURVE TO THE LEFT, (2) NORTHWESTERLY 70.93 FEET ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 90°18'19" (CHORD BEARS NORTH 44°50'49" WEST 63.81 FEET), (3) NORTH 89°59'59" WEST 778.07 FEET TO A POINT ON A 44.59 FOOT RADIUS CURVE TO THE LEFT, (4) SOUTHWESTERLY 35.51 FEET ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 45°38'15" (CHORD BEARS SOUTH 67°10'54" WEST 34.58 FEET), (5) SOUTH 44°44'23" WEST 59.91 FEET TO THE EASTERLY LINE OF A PROPOSED WATER TANK SITE; THENCE NORTH 00°00'00" EAST 28.41 FEET ALONG SAID EASTERLY LINE; THENCE, LEAVING SAID EASTERLY LINE, ALONG THE FOLLOWING THREE (3) COURSES, (1) NORTH 44°44'23" EAST 66.95 FEET, (2) SOUTH 89°59'59" EAST 870.34 FEET TO A POINT ON THE WESTERLY BOUNDARY LINE OF SAID GAS EASEMENT FOUND UNDER SALT LAKE COUNTY ENTRY NO. 7501201, IN BOOK 8319, AT PAGE 4705, (3) SOUTH 00°18'21" WEST 1,117.91 FEET ALONG SAID EASEMENT BOUNDARY LINE TO THE POINT OF BEGINNING.

THE FOREGOING DESCRIPTION CONTAINS 41,221 SQUARE FEET, OR 0.946 ACRES, MORE OR LESS.