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4/16/2020 2:13:00 PM \$40.00
Book - 10928 Pg - 4173-4180
RASHELLE HOBBS
Recorder, Salt Lake County, UT
OLD REPUBLIC TITLE DRAPER/OREM
BY: eCASH, DEPUTY - EF 8 P.

WHEN RECORDED, RETURN TO:

The Church of Jesus Christ of Latter-day Saints
Real Estate Services Division
Attn: Kyle Hamblin
50 E. North Temple Street, 12th Floor
Salt Lake City, Utah 84150

Affecting Parcel No(s): ~~See Exhibit A~~ ~~Parts of:~~ 20-26-151-001, 20-26-176-001 &
19405901A 20-26-326-014

GRANT OF TEMPORARY ACCESS EASEMENT

THIS GRANT OF TEMPORARY ACCESS EASEMENT (“**Agreement**”) is made and entered into as of the date set forth on the signature page, by and between CW COPPER RIM 1, LLC, a Utah limited liability company (“**Grantor**”), and THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole (“**Grantee**”). Grantor and Grantee may be referred to herein collectively as the “**Parties**” or individually, each a “**Party**”.

RECITALS

A. Grantor is the owner of certain real property commonly known as “Copper Rim”, located in West Jordan City, Salt Lake County, Utah and more particularly described on **Exhibit A** (“**Grantor Property**”). Grantee is the owner of certain real property located adjacent to the Grantor Property (“**Grantee Property**”), more particularly described on **Exhibit B**.

B. In accordance with and subject to the terms and conditions of this Agreement, Grantor has agreed to grant and convey unto Grantee a temporary, nonexclusive access easement and right-of-way over and across certain portions of the Grantor Property (the “**Easement Property**”), more particularly described on **Exhibit C**.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Grant of Easement.** Subject to the terms and conditions set forth in this Agreement, Grantor grants and conveys to Grantee a temporary, nonexclusive easement and right-of-way for ingress and egress by vehicular and pedestrian traffic over and across the Easement Property (the “**Easement**”).

2. **Grantee’s Use of Easement Property.** Grantee and its agents, employees, suppliers, and contractors will have the right and easement, in common with others, to utilize the Easement Property for pedestrian and vehicular access to the Grantee Property, including but not limited to automobile, truck, and other wheeled conveyances. Grantee shall be responsible to

repair the Easement Property to the extent any damage is caused by Grantee and its agents, employees, suppliers, and contractors. Notwithstanding Grantee's permitted use hereunder, Grantee, directly or indirectly, shall not materially interfere with Grantor's improvement and construction activities referenced in **Section 3** below.

3. **Grantor's Reservation of Rights.** Grantor will have the right to cross over or under the Easement Property and to place or grant other easements along, across, or under the Easement Property. In connection with the PSA (as defined below), Grantor will have the right to perform all improvement and construction activities needed to complete the access road located on the Easement Property, and Grantee acknowledges that due to such activities, its access and use of the Easement Property may at times be materially altered or limited.

4. **Relocation.** Grantor will have the right to relocate the Easement to any location on the Grantor Property, at Grantor's own expense, provided that (i) all applicable governmental requirements are satisfied; (ii) the relocation does not unreasonably interfere with or disrupt the use by Grantee of the Easement or substantially impair the value of the Easement to Grantee; and (iii) reasonable prior written notice of relocation has been given to Grantee.

5. **Duration of Easement.** The Parties acknowledge that the Easement Property spans across multiple phases of Copper Rim. Therefore, this Agreement and the Easement shall automatically and incrementally terminate as each applicable phase's plat is recorded in the office of the Salt Lake County Recorder and the separate sections of the Easement Property are subsequently dedicated to West Jordan City.

6. **Grantee Indemnification.** Grantee understands and acknowledges that there is inherent risk by accessing and using the Easement Property insofar as improvement and construction activities will be taking place thereon. Unless caused by the gross negligence or willful misconduct of Grantor, Grantee accepts all risks and liabilities related to the use and access of the Easement Property of Grantee and its agents, employees, suppliers, and contractors. Grantee agrees to indemnify, defend and hold Grantor harmless from and against any and all claims, causes of action, damages, liabilities, or litigation arising from the use of the Easement Property by Grantee and its agents, employees, suppliers, and contractors, unless caused by the gross negligence or willful misconduct of Grantor.

7. **Binding Effect.** The execution, delivery, and performance of this instrument has been duly authorized by all necessary action of Grantor, and when duly executed and delivered, will be a legal, valid and binding obligation of Grantor, enforceable in accordance with its terms.

8. **Miscellaneous.** This instrument contains the entire agreement between the Parties with respect to the matters set forth herein. This instrument may be modified or amended only with the written agreement of Grantor and Grantee, their successors and assigns. Nothing contained in this instrument will be deemed to be a gift or dedication of any portion to or for the general public or for any public purposes whatsoever. This instrument will be governed by and

construed in accordance with and interpreted under the laws of the State of Utah, without giving effect to principles governing conflict of laws.

[SIGNATURE PAGE FOLLOWS]

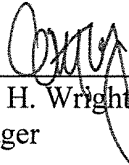
IN WITNESS WHEREOF, Grantor has executed this Agreement as of the 8 day of April, 2020.

GRANTOR:

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


By: CW LAND CO., LLC,
a Utah limited liability company
Its: Manager

By: CW DEVELOPMENT GROUP, LLC,
a Utah limited liability company
Its: Manager

By: 
Name: Colin H. Wright
Title: Manager

STATE OF UTAH)
 §
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 8 day of April, 2020, by COLIN H. WRIGHT as MANAGER of CW DEVELOPMENT GROUP, LLC, a Utah limited liability company, as MANAGER of CW LAND CO., LLC, a Utah limited liability company, as MANAGER of CW COPPER RIM 1, LLC, a Utah limited liability company.

Witness my hand and official seal.

(Notary Public)

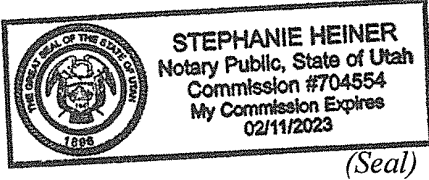


EXHIBIT A
(Grantor Property)

A STRIP OF LAND SITUATE IN SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; SAID STRIP BEING 70.00 FEET IN WIDTH AND OFFSET 35.00 FEET PARALLEL AND CONCENTRIC ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 7800 SOUTH STREET; SAID POINT BEING NORTH 89°58'45" EAST 849.59 FEET ALONG THE SOUTH SECTION LINE AND NORTH 0°38'32" WEST 78.36 FEET FROM THE SOUTH 1/4 CORNER OF SAID SECTION 26; AND RUNNING THENCE NORTH 0°38'32" WEST 591.41 FEET TO A POINT ON A NON-TANGENT 999.68 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 218.64 FEET (HAVING A CHORD OF NORTH 06°54'24" WEST 218.20 FEET); THENCE NORTH 13°10'24" WEST 247.73 FEET; THENCE NORTH 41°00'46" WEST 247.67 FEET TO A POINT ON A NON-TANGENT 1,000.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 71.57 FEET (HAVING A CHORD OF NORTH 43°03'18" WEST 71.56 FEET); THENCE NORTH 45°06'20" WEST 330.08 FEET TO A POINT ON A 1,000.00 FOOT RADIUS CURVE TO THE LEFT, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 156.49 FEET (HAVING A CHORD OF NORTH 49°35'18" WEST 156.33 FEET); THENCE NORTH 54°04'17" WEST 97.92 FEET TO A POINT ON A 1,000.00 FOOT RADIUS CURVE TO THE RIGHT, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 327.65 FEET (HAVING A CHORD OF NORTH 44° 41'08" WEST 326.18 FEET); THENCE NORTH 35°17'56" WEST 251.91 FEET TO A POINT ON A 510.00 FOOT RADIUS CURVE TO THE LEFT, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 196.32 FEET (HAVING A CHORD OF NORTH 46°19'35" WEST 195.11 FEET); THENCE NORTH 57°21'14" WEST 764.13 FEET TO A POINT ON A 510.00 FOOT RADIUS CURVE TO THE RIGHT, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 270.92 FEET (HAVING A CHORD OF NORTH 42°08'08" WEST 267.75 FEET) TO THE POINT OF TERMINATION FOR THIS DESCRIPTION

EXHIBIT B
(Grantee Property)

COPPER RIM PHASE 3B - PARCEL B

PROPOSED LOT 330, MORE PARTICULARLY DESCRIBED AS FOLLOW:

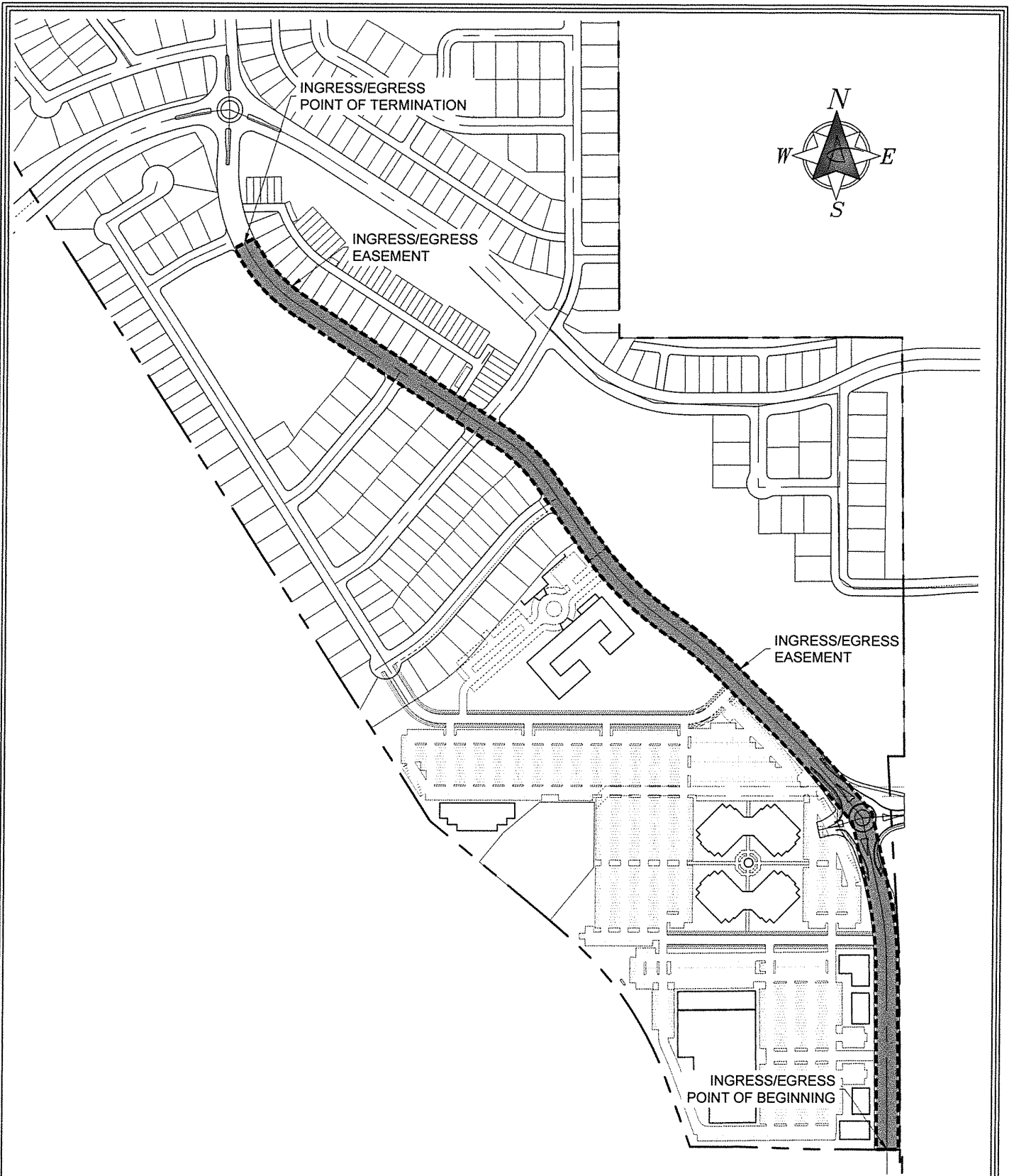
BEGINNING AT A POINT SOUTH 89°43'41" WEST 3493.93 FEET AND SOUTH 00°16'19" EAST 59.33 FEET FROM THE EAST QUARTER CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 33°28'17" WEST 75.43 FEET; THENCE SOUTH 40°01'23" WEST 216.00 FEET; THENCE SOUTH 33°54'55" WEST 35.45 FEET; THENCE NORTH 32°46'47" WEST 63.87 FEET; THENCE SOUTH 57°13'13" WEST 111.44 FEET; THENCE NORTH 32°46'47" WEST 550.86 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT 23.56 FEET, HAVING A CENTRAL ANGLE OF 90°00'01" (CHORD N12°13'13"E, 21.21') TO A POINT OF TANGENCY; THENCE NORTH 57°13'13" EAST 78.04 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 500.00 FOOT RADIUS CURVE TO THE RIGHT 72.35 FEET, HAVING A CENTRAL ANGLE OF 8°17'26" (CHORD N61°21'56"E, 72.29') TO A POINT OF TANGENCY; THENCE NORTH 65°30'39" EAST 90.09 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 19.00 FOOT RADIUS CURVE TO THE RIGHT 28.36 FEET, HAVING A CENTRAL ANGLE OF 85°31'32" (CHORD S71°43'35"E, 25.80') TO A POINT ON A REVERSE CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 545.00 FOOT RADIUS CURVE TO THE LEFT 270.05 FEET, HAVING A CENTRAL ANGLE OF 28°23'25" (CHORD S43°09'31"E, 267.30') TO A POINT OF TANGENCY; THENCE SOUTH 57°21'14" EAST 242.21 FEET TO THE POINT OF BEGINNING.

EXHIBIT C
(Easement Property)

A STRIP OF LAND SITUATE IN SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; SAID STRIP BEING 70.00 FEET IN WIDTH AND OFFSET 35.00 FEET PARALLEL AND CONCENTRIC ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 7800 SOUTH STREET; SAID POINT BEING NORTH 89°58'45" EAST 849.59 FEET ALONG THE SOUTH SECTION LINE AND NORTH 0°38'32" WEST 78.36 FEET FROM THE SOUTH 1/4 CORNER OF SAID SECTION 26; AND RUNNING THENCE NORTH 0°38'32" WEST 591.41 FEET TO A POINT ON A NON-TANGENT 999.68 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 218.64 FEET (HAVING A CHORD OF NORTH 06°54'24" WEST 218.20 FEET); THENCE NORTH 13°10'24" WEST 247.73 FEET; THENCE NORTH 41°00'46" WEST 247.67 FEET TO A POINT ON A NON-TANGENT 1,000.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 71.57 FEET (HAVING A CHORD OF NORTH 43°03'18" WEST 71.56 FEET); THENCE NORTH 45°06'20" WEST 330.08 FEET TO A POINT ON A 1,000.00 FOOT RADIUS CURVE TO THE LEFT, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 156.49 FEET (HAVING A CHORD OF NORTH 49°35'18" WEST 156.33 FEET); THENCE NORTH 54°04'17" WEST 97.92 FEET TO A POINT ON A 1,000.00 FOOT RADIUS CURVE TO THE RIGHT, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 327.65 FEET (HAVING A CHORD OF NORTH 44° 41'08" WEST 326.18 FEET); THENCE NORTH 35°17'56" WEST 251.91 FEET TO A POINT ON A 510.00 FOOT RADIUS CURVE TO THE LEFT, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 196.32 FEET (HAVING A CHORD OF NORTH 46°19'35" WEST 195.11 FEET); THENCE NORTH 57°21'14" WEST 764.13 FEET TO A POINT ON A 510.00 FOOT RADIUS CURVE TO THE RIGHT, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 270.92 FEET (HAVING A CHORD OF NORTH 42°08'08" WEST 267.75 FEET) TO THE POINT OF TERMINATION FOR THIS DESCRIPTION

Continued on to next page.



Ward Engineering Group

Planning ✦ Engineering ✦ Surveying

231 West 800 South
Salt Lake City, Utah 84101

Phone: (801)487-8040 Fax: (801)487-8668

INGRESS/ EGRESS EASEMENT

LOCATED IN SECTION 26, TOWNSHIP 2 SOUTH,
RANGE 2 WEST, SALT LAKE BASE & MERIDIAN
WEST JORDAN, SALT LAKE COUNTY, UTAH

DATE: 4/6/20
SCALE: NTS
DRAWN BY: FWH
SHEET NO.: 1 OF 1