

WHEN RECORDED, PLEASE RETURN TO:

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

Portions of APN: 20-26-101-006-0000
20-26-326-008-4001
20-26-326-008-4002
20-26-326-010-0000
20-26-326-011-0000
20-26-326-013-0000
20-26-456-004-0000

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08/06/2020 04:13 PM \$40.00
Book - 10994 Pg - 2421-2425A
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
COTTONWOOD TITLE
1996 E 6400 S #120
SLC UT 84121
BY: DSA, DEPUTY - WI ~~S~~ P.
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PERPETUAL SEWER 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 (collectively referred to herein as "Grantor"), whose principal office address is 1222 West Legacy Crossing Blvd., Suite 6, Centerville, Utah 84014, 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:

[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 sewer lines and any appurtenances connected thereto (the "Facilities").

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. 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.

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 filed in the official records of the Salt Lake County Recorder under Entry No. 12698422, in Book 10638, at Page 8656, and Entry No. 12927578, in Book 10749, at Page 7729, and Entry No. 13003598, in Book 10788, at Page 8011, 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: AUTHORIZED AGENT

STATE OF Nevada)
COUNTY OF Clark) : ss.

On this 16th day of September, 2019, personally appeared before me Andrew Menlove, who being by me duly sworn did say that s/he is the authorized agent 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: 8/8/2021
Residing in Clark County, NV

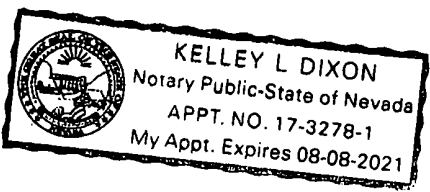


Exhibit 'A'

10' SEWER EASEMENT #1

BEGINNING AT A POINT SOUTH 89°58'36" WEST 256.60 FEET AND NORTH 0°01'24" WEST 2100.78 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 53°02'15" WEST 97.74 FEET; THENCE NORTH 36°57'45" WEST 10.00 FEET; THENCE NORTH 53°02'15" EAST 98.03 FEET; THENCE SOUTH 35°17'56" EAST 10.00 FEET TO THE POINT OF BEGINNING.

10' SEWER EASEMENT #2

BEGINNING AT A POINT SOUTH 89°58'36" WEST 499.24 FEET AND NORTH 0°01'25" WEST 2309.24 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 40°01'23" WEST 83.84 FEET; THENCE NORTH 49°58'37" WEST 10.00 FEET; THENCE NORTH 40°01'23" EAST 83.84 FEET; THENCE SOUTH 49°58'27" EAST 10.00 FEET TO THE POINT OF BEGINNING.

10' SEWER EASEMENT #3

BEGINNING AT A POINT SOUTH 89°58'36" WEST 529.53 FEET AND NORTH 0°01'24" WEST 2403.03 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 57°21'14" WEST 43.82 FEET; THENCE NORTH 32°38'46" EAST 10.00 FEET; THENCE SOUTH 57°21'14" EAST 43.82 FEET; THENCE SOUTH 32°38'46" WEST 10.00 FEET TO THE POINT OF BEGINNING.

10' SEWER EASEMENT #4

BEGINNING AT A POINT SOUTH 89°58'36" WEST 210.83 FEET AND NORTH 0°01'16" WEST 2728.59 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 61°28'39" WEST 10.02 FEET; THENCE NORTH 25°19'20" EAST 55.46 FEET; THENCE SOUTH 64°40'40" EAST 10.00 FEET; THENCE SOUTH 25°19'20" WEST 56.02 FEET TO THE POINT OF BEGINNING.