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5/15/2019 11:07:00 AM \$40.00
Book - 10780 Pg - 9597-9602
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

20-26-326-000-4002
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PERPETUAL UTILITY 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, 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 non-exclusive PERPETUAL UTILITY 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 "D-1" attached hereto and incorporated herein by reference.]

The Easement herein granted is for the following purpose: installation and maintenance of water lines, electric lines, drain lines, and any appurtenances connected thereto or necessary in the Grantee's operation of its water tank (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 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 6th 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 "D-1"

A THIRTY (30) FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT LOCATED IN THE SOUTH HALF OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT WHICH IS 833.80 FEET NORTH 16°19'58" WEST AND 218.39 FEET NORTH 39°17'13" EAST AND 201.15 FEET NORTH 00°00'02" EAST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 26; THENCE NORTH 44°44'23" EAST 58.06 FEET; THENCE SOUTH 89°59'59" EAST 903.06 FEET, MORE OR LESS, TO THE GRANTOR'S EASTERLY PROPERTY LINE, SAID POINT ALSO BEING LOCATED NORTH 34°58'50" EAST 1478.69 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 26.

THE THIRTY (30) FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT IS INTENDED TO BE FIFTEEN (15) FEET ON EACH SIDE OF THE ABOVE DESCRIBED CENTERLINE, AND THE SIDELINES ARE TO BE LENGTHENED OR SHORTENED AS NECESSARY TO CLOSE AT THE GRANTOR'S EASTERLY AND WESTERLY PROPERTY LINES.

THE FOREGOING DESCRIPTION CONTAINS 28,834 SQUARE FEET, OR 0.66 ACRES, MORE OR LESS.