WHEN RECORDED, PLEASE RETURN TO:

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

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Portions of APN: 20-26-101-006-0000

20-26-326-008-4002 20-26-326-011-0000 20-26-326-013-0000 13350554

08/04/2020 04:02 PM \$40.00

Book - 10992 Pa - 8046-8050

RASHELLE HOBES

RECORDER, SALT LAKE COUNTY, UTAH

COTTONWOOD TITLE

1996 E 6400 S #120

SLC UT 84121

BY: TCA, DEPUTY - WI 5 P.

TEMPORARY TURNAROUND 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 TEMPORARY 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:

BEGINNING AT A POINT ON A CURVE, CENTER BEARS SOUTH 56°50'35" WEST, SOUTH 89°58'45" WEST 2776.05 FEET AND NORTH 1949.23 FEET FROM THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTHWESTERLY ALONG A 74.56 FOOT RADIUS CURVE TO THE LEFT 46.02 FEET, HAVING A CENTRAL ANGLE OF 35°21'41" (CHORD N50°50'16"W, 45.29') TO A REVERSE CURVE; THENCE NORTHEASTERLY ALONG A 40.00 FOOT RADIUS CURVE TO THE RIGHT 178.20 FEET, HAVING A CENTRAL ANGLE OF 255°15'33" (CHORD N54°22'50"E, 63.36') TO A REVERSE CURVE; THENCE SOUTHEASTERLY ALONG A 60.11 FOOT RADIUS CURVE TO THE LEFT 45.26 FEET, HAVING A CENTRAL ANGLE OF 43°08'19" (CHORD S19°33'33"E, 44.19'); THENCE SOUTH 52°34'55" WEST 39.26 FEET TO THE POINT OF BEGINNING.

The Easement herein granted is for the following purpose: <u>installation and maintenance of a temporary</u> turnaround 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.

This Temporary Easement shall automatically expire and terminate when a City approved public road is dedicated over the property described herein.

Signed and delivered this 13th day of SEPT.	, 2019.
WEST BENCH, LLC, a Utah limited liability company	
By: Mag Dalum Its: Mag	
STATE OF Idaho): SS. COUNTY OF BONNEY)	
On this 13th day of September Crang D. Jensen , who being by me Manager of WEST BENCH, LLC the foregoing instrument was duly authorized by said limitheld or by authority of its bylaws and signed in behalf of said	ted liability company at a lawful meeting
THE CROLATORY PUBLIC STATES OF THE PUBLIC STATES OF	BLACATON DIAGONAL PROPERTY OF THE PROPERTY OF
My Commission Expires: 06 07 2024	OF TO AKINI

YELLOWSTONE LEGACY, LLC, a Utah limited liability company

Killa Jave
By: Richard Jenson
Its: mono for
STATE OF Utah)
: SS.
COUNTY OF DAVIS)
On this day of September, 2019, personally appeared before me
Richard Tensen , 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.
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ALICIA GENTRY
Notary Public, State of Utah
NOTARY PUBLIC Commission #697413 My Commission Expires
My Commission Expires: \0/10/2
- NOTIVE - NOTICE - NOTIVE - NOTIVE - NOTICE - N
Residing in Lauton, Utah

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

By: Colin Wright	
Its: Mahager	
STATE OF Utah)	•
COUNTY OF <u>Davis</u> : SS.	
What who being to the control of CW COPE	, 2019, personally appeared before me by me duly sworn did say that s/he is the PER RIM 1, LLC, a Utah limited liability company,
meeting held or by authority of its bylaws and sig	rized by said limited liability company at a lawful gned in behalf of said company.
r -	
NOTARY PUBLIC	STEPHANIE HEINER Notary Public, State of Utah Commission #704554 My Commission Expires 02/11/2023
My Commission Expires: 02/11/2023	3
Residing in <u>Layton</u> , <u>Uta</u>	
CITY OF WEST JORDAN	
	ATTEST
By Suk Bulan Name: Jim Riding Dikk Burlan Title: Mayor	By:
Dated: 1.27.2031)	TANGEE SLOAN

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

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By: H
Its: Authorized Acient
STATE OF Nevada
COUNTY OF Clark : ss.
On this 16 day of September, 2019, personally appeared before me who being by me duly sworn did say that s/he is the
of MOUNTAIN WEST DEBT FUND, LP, a Delaware
limited partnership, and that the foregoing instrument was duly authorized by the limited partnership a
a lawful meeting held or by authority of its bylaws and signed in behalf of said limited partnership.
NOTARY PUBLIC

Notary Public-State of Nevada APPT, NO. 17-3278-1