

4

Ph3a

WHEN RECORDED, PLEASE RETURN TO:

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

13509439  
12/22/2020 04:15 PM \$40.00  
Book - 11086 Pg - 1932-1935  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
COTTONWOOD TITLE  
1996 E 6400 S #120  
SLC UT 84121  
BY: MGA, DEPUTY - WI 4 P.

Portions of APN: 20-26-101-007-0000  
20-26-151-002-0000  
20-26-176-002-0000  
20-26-176-003-0000  
20-26-326-015-0000  
20-26-326-019-0000  
20-26-326-021-0000

**PERPETUAL SEWER EASEMENT**  
**(Copper Rim Phase 3A)**

CW COPPER RIM 1, LLC, a Utah limited liability company (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. 13181433, in Book 10890, at Page 1734, and Entry No. 13384535, in Book 11012, at Page 9210, 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.

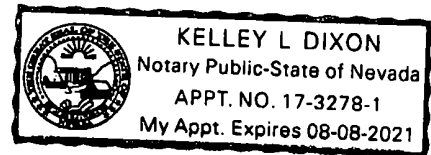
MOUNTAIN WEST REIT, LLC,  
a Delaware limited liability company

By: [Signature]  
Its: Authorized Agent

STATE OF Nevada )  
COUNTY OF Clark ) : ss.

On this 6<sup>th</sup> day of November, 2020, personally appeared before me Andrew Menlove, who being by me duly sworn did say that s/he is the Authorized Agent of MOUNTAIN WEST REIT, LLC, a Delaware limited liability company, and that the foregoing instrument was duly authorized by the limited liability company at a lawful meeting held or by authority of its bylaws and signed in behalf of said limited liability company.

[Signature]  
NOTARY PUBLIC )  
My Commission Expires: 8/8/2021  
Residing in Clark County, Nevada



**Exhibit 'A'**

**COPPER RIM-PHASE 3A SEWER EASEMENT #1**

BEGINNING AT A POINT WEST 3628.90 FEET AND SOUTH 11.79 FEET FROM THE EAST CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 37°27'43" WEST 147.70 FEET; THENCE NORTH 52°32'17" WEST 10.00 FEET; THENCE NORTH 37°27'43" EAST 146.86 FEET; THENCE SOUTH 57°21'13" EAST 10.04 FEET TO THE POINT OF BEGINNING.

**COPPER RIM-PHASE 3A SEWER EASEMENT #2**

BEGINNING AT A POINT WEST 3856.45 FEET AND NORTH 180.51 FEET FROM THE EAST CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 35°19'07" WEST 10.00 FEET; THENCE SOUTH 54°40'53" WEST 62.66 FEET; THENCE SOUTH 35°19'07" EAST 10.00 FEET; THENCE NORTH 54°40'53" EAST 62.66 FEET TO THE POINT OF BEGINNING.

**COPPER RIM-PHASE 3A SEWER EASEMENT #3**

BEGINNING AT A POINT WEST 3920.29 FEET AND NORTH 492.64 FEET FROM THE EAST CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 87°40'13" EAST 10.02 FEET; THENCE NORTH 5°30'16" WEST 37.20 FEET; THENCE SOUTH 84°29'44" WEST 10.00 FEET; THENCE SOUTH 5°30'16" EAST 36.64 FEET TO THE POINT OF BEGINNING.