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Book - 11203 Pg - 5420-5425
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
WEST JORDAN CITY
8000 S REDWOOD RD
WEST JORDAN UT 84088
BY: ADA, DEPUTY - WI 6 P.

WHEN RECORDED, PLEASE RETURN TO:

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

Portions of APN: 20-26-101-007-0000

PERPETUAL SLOPE EASEMENT
(Copper Rim Phase 3B)

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 SLOPE 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 incorporated herein by reference.]

The Easement herein granted is for the following purpose: installation and maintenance of fill material to support a public road, 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 and use said property for all purposes not inconsistent with the rights herein granted.

Signed and delivered this 26 day of April, 2021.

WEST BENCH, LLC, a Utah limited liability company

Craig D. Jensen
By: CRAIG D. JENSEN
Its: manager

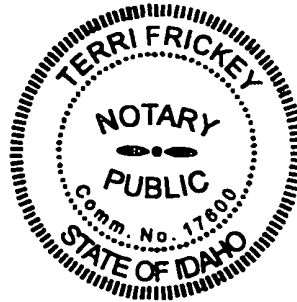
STATE OF IDAHO)
) : SS.
COUNTY OF Bonneville)

On this 26 day of April, 2021, personally appeared before me Craig D. Jensen, who being by me duly sworn did say that s/he is the Manager of WEST BENCH, 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.

Terrri Frickey
NOTARY PUBLIC

My Commission Expires: 2-26-24

Residing in Idaho Falls, Idaho



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. 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 17th day of May, 2021, personally appeared before me Andrew Mentore 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

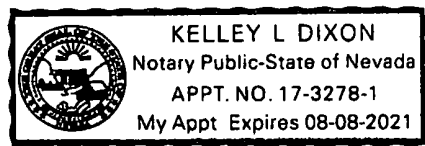


Exhibit "A"

BEGINNING AT A POINT SOUTH 89°43'41" WEST 4537.90 FEET AND NORTH 472.14 FEET FROM THE EAST QUARTER CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND RUNNING THENCE NORTH 48°38'06" EAST 87.67 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 935.00 FOOT RADIUS CURVE TO THE RIGHT 459.17 FEET, HAVING A CENTRAL ANGLE OF 28°08'14" (CHORD N62°42'14"E, 454.57') TO A POINT OF TANGENCY; THENCE NORTH 76°46'21" EAST 32.70 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 134.00 FOOT RADIUS CURVE TO THE LEFT 25.20 FEET, HAVING A CENTRAL ANGLE OF 10°46'28" (CHORD N71°23'08"E, 25.16') TO A POINT ON A COMPOUND CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF A 333.00 FOOT RADIUS CURVE TO THE LEFT 31.99 FEET, HAVING A CENTRAL ANGLE OF 5°30'18" (CHORD N63°14'45"E, 31.98') TO A POINT ON A COMPOUND CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF A 83.00 FOOT RADIUS CURVE TO THE LEFT 72.72 FEET, HAVING A CENTRAL ANGLE OF 50°11'58" (CHORD N35°23'37"E, 70.42') TO A POINT OF TANGENCY; THENCE NORTH 8°29'04" EAST 2.15 FEET; THENCE SOUTH 84°19'32" EAST 42.07 FEET; THENCE NORTH 73°11'15" EAST 32.66 FEET TO A POINT ON A CURVE, CENTER BEARS NORTH 72°09'35" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF A 383.00 FOOT RADIUS CURVE TO THE LEFT 92.31 FEET, HAVING A CENTRAL ANGLE OF 13°48'32" (CHORD S24°44'41"E, 92.08') TO A POINT ON A COMPOUND CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 93.00 FOOT RADIUS CURVE TO THE LEFT 51.47 FEET, HAVING A CENTRAL ANGLE OF 31°42'26" (CHORD S47°30'10"E, 50.81'); THENCE SOUTH 25°28'33" WEST 35.43 FEET; THENCE SOUTH 9°59'19" WEST 38.33 FEET; THENCE NORTH 82°42'18" WEST 2.45 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 84.00 FOOT RADIUS CURVE TO THE LEFT 48.41 FEET, HAVING A CENTRAL ANGLE OF 33°01'16" (CHORD S78°43'18"W, 47.74') TO A POINT ON A COMPOUND CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 34.00 FOOT RADIUS CURVE TO THE LEFT 40.20 FEET, HAVING A CENTRAL ANGLE OF 67°44'48" (CHORD S28°20'16"W, 37.90') TO A POINT OF TANGENCY; THENCE SOUTH 5°32'08" EAST 23.52 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 416.00 FOOT RADIUS CURVE TO THE RIGHT 42.28 FEET, HAVING A CENTRAL ANGLE OF 5°49'22" (CHORD S2°37'27"E, 42.26') TO A POINT OF TANGENCY; THENCE SOUTH 1°01'17" EAST 21.69 FEET; THENCE NORTH 48°24'00" EAST 63.52 FEET; THENCE NORTH 37°16'48" EAST 21.28 FEET; THENCE NORTH 68°20'02" EAST 69.64 FEET; THENCE NORTH 7°31'45" EAST 147.13 FEET; THENCE NORTH 47°51'23" WEST 163.55 FEET; THENCE NORTH 87°45'50" WEST 138.06 FEET; THENCE SOUTH 2°08'32" EAST 71.70 FEET; THENCE SOUTH 61°08'20" WEST 106.35 FEET; THENCE SOUTH 72°24'48" WEST 38.16 FEET; THENCE SOUTH 73°24'39" WEST 55.87 FEET; THENCE SOUTH 71°04'08" WEST 82.47 FEET; THENCE SOUTH 68°06'15" WEST 84.59 FEET; THENCE SOUTH 64°50'37" WEST 116.90 FEET; THENCE SOUTH 60°26'42" WEST 74.22 FEET; THENCE SOUTH 66°19'11" WEST 56.20 FEET; THENCE SOUTH 52°53'10" WEST 24.68 FEET; THENCE SOUTH 30°27'32" EAST 66.14 FEET TO THE POINT OF BEGINNING.