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08/04/2020 04:02 PM \$40.00  
Book - 10992 Pg - 8011-8016  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
COTTONWOOD TITLE  
1996 E 6400 S #120  
SLC UT 84121  
BY: TCA, DEPUTY - WI 6 P.

WHEN RECORDED, PLEASE RETURN TO:

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

Portions of APN: 20-26-101-005-4001  
20-26-101-005-4002  
20-26-326-008-4001  
20-26-326-008-4002  
20-26-326-009-4001  
20-26-326-009-4002  
20-26-456-004-0000

**PERPETUAL WATER LINE 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 a water line 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.

Signed and delivered this 29<sup>th</sup> day of JULY, 2019.

**WEST BENCH, LLC, a Utah limited liability company**

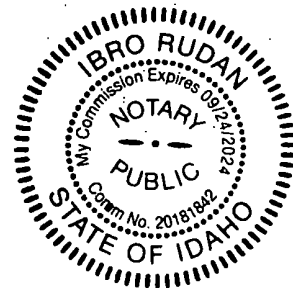
West Bench, LLC  
By: Craig D. Jensen  
Its: Manager

STATE OF Idaho )  
  ) : SS.  
COUNTY OF Ada )

On this 29 day of July, 2019, 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.

[Signature]  
NOTARY PUBLIC

My Commission Expires: 09/24/2024  
Residing in Boise, Idaho



**YELLOWSTONE LEGACY, LLC, a Utah limited liability company**

*Richard Jensen*  
 By: \_\_\_\_\_  
 Its: *Manager*

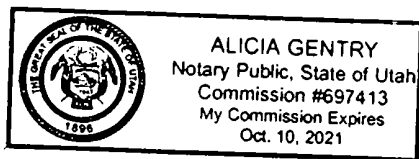
STATE OF Utah )  
 : SS.  
 COUNTY OF Davis )

On this 25 day of July, 2019, personally appeared before me Richard Jensen, 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:

*Alicia Gentry*  
 \_\_\_\_\_  
 NOTARY PUBLIC

My Commission Expires: Oct 10 2021

Residing in Layton, UT



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

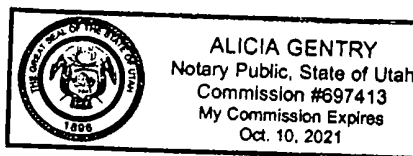
Colin

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF Utah )  
: SS.  
COUNTY OF Davis )

On this 2 day of August, 2019, personally appeared before me Colin Wright, who being by me duly sworn did say that s/he is the Manager of CW COPPER RIM 1, 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.

Alicia Gentry  
NOTARY PUBLIC



My Commission Expires: 10/10/21

Residing in  Layton , Ut

CITY OF WEST JORDAN

ATTEST



By: Dirk Burton  
Name: ~~Jim Riding~~ Dirk Burton  
Title: Mayor

By: Jamie Sloan  
Name: ~~Jamie Brooks~~ Tangee Sloan  
Title: ~~Interim City Clerk~~ Recorder Dep. Recorder

Dated: 7.29.2020

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: AUTHORIZED SIGNER

STATE OF Nevada )  
COUNTY OF Clark ) : ss.

On this 1st day of August, 2019, personally appeared before me Andrew Menlove, who being by me duly sworn did say that s/he is the Authorized Signer 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: 8/8/21  
Residing in Las Vegas, NV

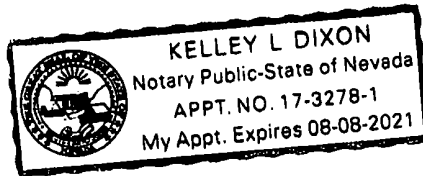


Exhibit 'A'

THAT PORTION OF THE WEST HALF OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST OF THE SALT LAKE BASE & MERIDIAN, 20.00 FEET IN WIDTH, BEING 10.00 FEET ON EACH SIDE OF A CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING FROM A POINT ON THE WEST LINE OF A PARCEL DESCRIBED IN BOOK 10409 PAGE 6156 IN THE OFFICE OF THE RECORDER OF SALT LAKE COUNTY, SAID POINT BEING LOCATED NORTH 89°43'41" EAST 703.43 FEET AND NORTH 684.12 FEET FROM THE WEST 1/4 CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST OF THE SALT LAKE BASE & MERIDIAN; THENCE NORTHWESTERLY ALONG A 1687.60 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 12°06'54" (CHORD BEARS N62°47'45"E, 356.17 FEET) 356.84 FEET; THENCE SOUTH 54°06'07" EAST 496.89 FEET; THENCE SOUTH 04°02'35" EAST 130.19 FEET; THENCE SOUTH 23°29'00" EAST 142.96 FEET; THENCE SOUTH 34°08'05" EAST 64.46 FEET; THENCE SOUTH 42°03'09" EAST 94.41 FEET; THENCE SOUTH 52°26'41" EAST 84.55 FEET; THENCE SOUTH 57°21'14" EAST 337.97 FEET TO THE POINT OF TERMINUS.

THE SIDE LINES OF THE CENTERLINE DESCRIPTION ARE TO BE LENGTHENED OR SHORTENED AS NECESSARY TO BEGIN AND TERMINATE AT THE PROPERTY LINES.

EASEMENT LENGTH IS 1,708.26 FEET MORE OR LESS.  
CONTAINS 34,165.21 SF, 0.78 ACRES, MORE OR LESS.

TOGETHER WITH INGRESS AND EGRESS RIGHTS TO THE EASEMENT AREA OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT SOUTH 89°58'45" WEST 1849.10 FEET AND NORTH 0°01'15" WEST 78.36 FEET FROM THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN; THENCE WEST 20.00 FEET; THENCE NORTH 911.45 FEET; THENCE NORTH 27°34'57" WEST 321.69 FEET; THENCE NORTH 43°16'35" WEST 330.79 FEET; THENCE NORTH 49°47'24" WEST 607.26 FEET; THENCE NORTH 34°39'00" WEST 402.77 FEET; THENCE NORTH 46°58'22" WEST 111.02 FEET; THENCE NORTH 58°16'09" WEST 477.23 FEET; THENCE NORTH 32°38'46" EAST 20.00 FEET; THENCE SOUTH 58°16'10" EAST 478.89 FEET; THENCE SOUTH 46°58'22" EAST 115.16 FEET; THENCE SOUTH 34°39'00" EAST 402.27 FEET; THENCE SOUTH 49°47'24" EAST 605.74 FEET; THENCE SOUTH 43°16'35" EAST 334.68 FEET; THENCE SOUTH 27°34'57" EAST 329.36 FEET; THENCE SOUTH 916.36 FEET TO THE POINT OF BEGINNING.