

WHEN RECORDED, PLEASE RETURN TO:

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

14262027 B: 11503 P: 3060 Total Pages: 9
07/09/2024 12:18 PM By: zjorgensen Fees: \$0.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: WEST JORDAN CITY
8000 S REDWOOD RD WEST JORDAN, UT 84088



Portions of APN: 20-26-326-051
20-26-457-008

ACCESS EASEMENT

LENNAR HOMES OF UTAH, LLC, a Delaware limited liability company, AND, CW COPPER RIM 1, LLC, a Utah limited liability company, (collectively referred to herein as “Grantor”), 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”), its successors, assigns, licensees, and agents, without warranty, a non-exclusive access easement upon, over, and across the tract of land more particularly described in Exhibits A and B attached hereto and incorporated herein (the “Access Easement”), which Grantor owns or in which Grantor has an interest, in Salt Lake County, State of Utah. The Access Easement granted herein is for the following purpose: vehicular access to the Grantee’s Zone 3 Water Tank.

Grantee accepts the condition of the Access Easement in its “as-is” condition. Grantee shall have the right to plan, install, construct, operate, maintain, repair, remove, and replace any material(s) comprising the Access Easement from time to time as Grantee may require. Grantee shall have the right to clear and remove any obstruction that may interfere with the use of said Access Easement by Grantee.

Grantee agrees to indemnify, defend, and hold harmless Grantor and its officers, directors, partners, agents, employees, members, managers, trustees, shareholders, and any successors-in-ownership or assigns of any of the foregoing (collectively, the “Indemnified Parties”) for, from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs, and expenses, including, without limitation, reasonable attorneys’ fees and disbursements, suffered or incurred by the Indemnified Parties arising out of or in connection with Grantee’s or its contractors’ use of the Access Easement, including, without limitation, any injury or property damage caused by the acts or omissions of Grantee or its agents, contractors, subcontractors, suppliers, or employees; provided, however, that Grantor understands that Grantee is a body corporate and politic of the State of Utah, subject to the Utah Governmental Immunity Act (“Act”), Utah Code Ann. §§ 63G-7-101 to 904, as amended. Notwithstanding any other provision herein, the Grantor and Grantee agree that Grantee shall only be liable to the extent permitted under the Act. Nothing contained in this Access Easement shall be construed in any way to modify the limits of liability afforded to governmental entities set forth in the Act. No provision in this Access Easement shall supersede the protections contained within the Act or this paragraph. This provision shall survive the termination or expiration of this Access Easement.

Grantor reserves the right to occupy and use, and grant others the right to occupy and use, said property for all purposes not inconsistent with the rights herein granted. Grantor shall, at its cost, maintain the Access Easement. Grantor, its successors, and/or assigns shall provide general property and liability insurance with respect to the Easement, affording protection to itself and Grantee. Grantor, its successors, and/or assigns shall bear responsibility for the real property taxes for the Access Easement as a part of their property taxes.

This Access Easement may be modified or amended only upon the mutual written consent of Grantor or Grantee, and their respective legal representatives, successors, or assigns, and any such amendment shall become effective only upon the recording of the same in the Public Records of Salt Lake County, Utah. All benefits and burdens arising under this Access Easement shall run in favor of Grantor and Grantee, and their respective successors and assigns, and shall run with title to the Access Easement in perpetuity, until such time as this Access Easement is terminated by a written instrument executed by Grantor and Grantee and recorded in the Public Records of Salt Lake County, Utah.

If either or both Grantor and Grantee fail to perform or breaches any obligation, requirement, duty, or covenant contained herein, the other non-defaulting party shall have the right, at its own option, in addition to any of its other rights, privileges, or remedies otherwise stated elsewhere herein to bring an action for specific performance in a court of competent jurisdiction. The failure to enforce any other terms or provisions of this Access Easement, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto.

The Parties acknowledge that this Access Easement was entered into in the State of Utah. This Access Easement shall be construed and governed in accordance with the laws of the State of Utah without giving effect to any choice of laws or rules thereof that may direct the application of laws of another jurisdiction. Venue for any legal action arising under this Access Easement shall be in the District Court in Salt Lake County, Utah.

Both Grantor and Grantee expressly agree that each shall bear the cost of its own attorney fees, paralegal fees, and other professional fees, and costs incurred incidental thereto, for any action (including those incurred before or at trial or any re-hearing or appeal) arising out of or in connection with this Access Easement.

This instrument constitutes the entire agreement between Grantor and Grantee and supersedes all previous discussions, understandings, and agreements between the Grantor and Grantee relating to the subject matter of this Access Easement.

ACKNOWLEDGEMENT. By signing this Access Easement, Grantor and Grantee acknowledge that they have had adequate opportunity to review the same with legal counsel of their choice.

[SIGNATURE PAGES FOLLOW]

Signed and delivered this 8th day of July, 2024.

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

By: CW Land Co., LLC
Its: Manager

By: CW Development Group, LLC,
Its: Manager



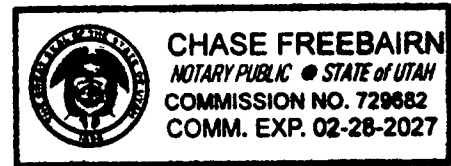
By: Holton Hunsaker
Its: CEO

STATE OF Utah)

COUNTY OF Davis) : SS.


On this 8th day of July, 2024, personally appeared before me Holton Hunsaker, who being by me duly sworn did say that s/he, through the above organizational structure, is an authorized representative 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.

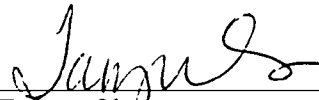
NOTARY PUBLIC
My Commission Expires: 02-28-2027
Residing in Paria County, Utah



Accepted by:
CITY OF WEST JORDAN

ATTEST

By: 
Name: Dirk Burton
Title: Mayor

By: 
Name: Tangee Sloan
Title: City Recorder

Dated: 7.9 2024

LENDER CONSENT AND SUBORDINATION

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the undersigned, as the beneficiary and holder of that certain Deed of Trust dated June 1, 2022, and filed in the official records of the Salt Lake County Recorder on June 1, 2022, under Entry No. 13962260, in Book 11344, at Page 4570 (the "Trust Deed"), which Trust Deed encumbers 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 right, title and interest under the Trust Deed in and to the Grantor's Property to the right, title, interest, obligation and benefit 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 Deed. 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: Andrew Menlove
AUTHORIZED AGENT

STATE OF Nevada)
COUNTY OF Clark) : ss.

On this 1st day of July, 2024, personally appeared before me Andrew Menlove, who being by me duly sworn did say that she 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: 8/8/2025
Residing in Las Vegas, NV

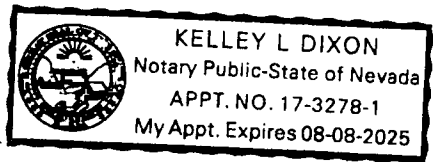


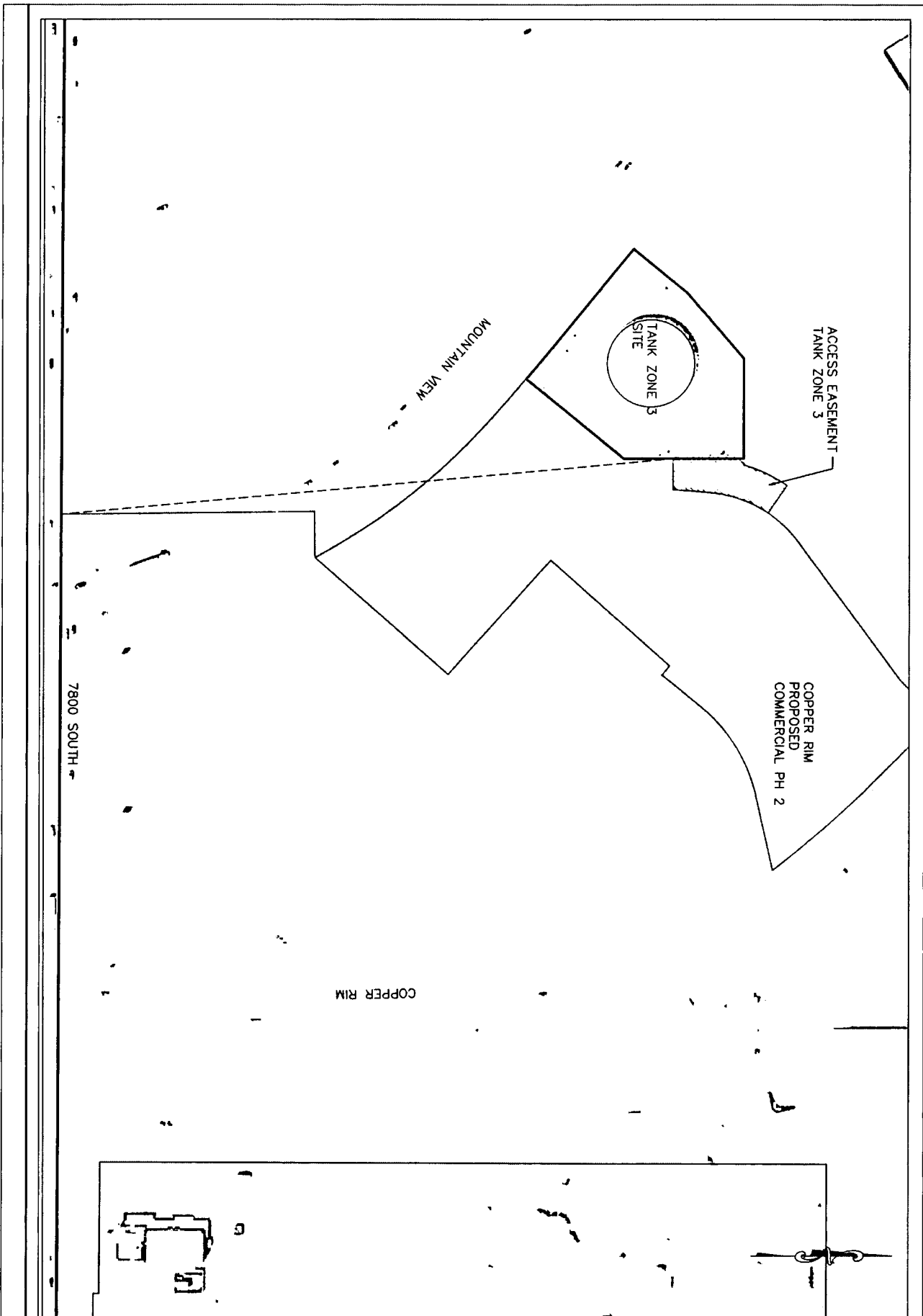
Exhibit "A"
(the "Access Easement Description")

That portion of the South Half of Section 26, Township 2 South, Range 2 West of the Salt Lake Base & Meridian, more particularly described as follows, to wit:

Beginning at a point which is 1058.10 feet North 05°12'57" West from the South Quarter corner of said Section 26, said point being on the Easterly line of that certain property conveyed to the City of West Jordan by Warranty Deed dated May 17, 2019, and recorded May 22, 2019, under Entry No. 12993692, in Book 10783, at Page 7354, in the office of the Salt Lake County Recorder; thence along said property line, North 00°00'02" East 111.94 feet to a point on that certain property conveyed to Lennar Homes of Utah by Special Warranty Deed dated December 17, 2021, and recorded December 17, 2021, under Entry No. 13850436, in Book 11284, at Page 2439, in the office of the Salt Lake County Recorder, said point also being the most Southerly corner of Parcel E, Sienna Hills II, Final Plat Phase 2; thence along said Parcel E property line the following three (3) courses and distances: (1) North 39°24'39" East 12.90 feet; (2) South 89°59'52" East 2.94 feet; (3) along the arc of a 269.00 foot radius curve to the right 83.12 feet, through a central angle of 17°42'17" (Chord bears North 25°21'40" East 82.79 feet) to the Southerly right of way line of Diamond Star Drive, as shown on said Sienna Hills II, Final Plat Phase 2; thence along said Southerly right of way line, South 55°47'12" East 58.00 feet to the most Southerly corner thereof; thence leaving said right of way line, along a non-tangent arc of a 210.98 foot radius curve to the left 107.15 feet, through a central angle of 29°10'31" (Chord bears South 19°39'52" West 106.00 feet); thence South 05°06'56" West 46.93 feet; thence along the arc of a 171.91 foot radius curve to the left 17.56 feet, through a central angle of 06°25'21" (Chord bears South 02°11'22" West 17.55 feet); thence North 89°59'58" West 54.02 feet to the point of beginning.

The foregoing contains 11,062 square feet, or 0.2539 acres, more or less.

Exhibit "B"
(the "Access Easement Map")



SHEET 1 OF 1
 PLAN
 DATE: 11/11/11

ACCESS EASEMENT
ZONE 3 TANK SITE
PLAN SHEET
PROJECT NUMBER X

CITY OF WEST JORDAN
 PUBLIC WORKS DIVISION
 UTILITY WATER

DESIGNED BY	DATE	PROJECT MANAGER
CHECKED BY	DATE	
DATE	DATE	

NO	DATE	BY	REMARKS
REVISIONS			