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WHEN RECORDED, PLEASE RETURN TO:

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

13503528
12/18/2020 09:16 AM \$0.00
Book - 11082 Pg - 8198-8201
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
WEST JORDAN CITY
8000 S REDWOOD RD
WEST JORDAN UT 84088
BY: ARA, DEPUTY - WI 4 P.

Portions of APN: 20-26-101-007-0000
20-26-176-002-0000
20-26-176-003-0000
20-26-326-015-0000
20-26-326-016-0000
20-26-326-019-0000
20-26-326-021-0000

TEMPORARY TURNAROUND EASEMENT
(Copper Rim Phase 2)

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 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:

[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 temporary 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.

#3

Signed and delivered this 6th day of November, 2020.

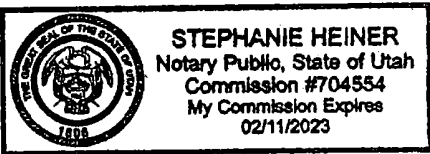
CW COPPER RIM 1, LLC, a Utah limited liability company

By: [Signature]
Its: Colin H. Wright
Manager

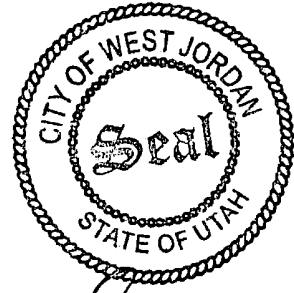
STATE OF Utah)
) : SS.
COUNTY OF Davis)

On this 6th day of November, 2020, personally appeared before me Colin H. 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.

[Signature]
NOTARY PUBLIC
My Commission Expires: 02/11/2023
Residing in Layton, Utah



CITY OF WEST JORDAN



ATTEST

By: [Signature]
Name: Dirk Burton
Title: Mayor

By: [Signature]
Name: Tangee Sloan
Title: City Clerk/Recorder

Dated: 12.10.2020

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 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: Andrew Menlove

STATE OF Nevada)
 : ss.
COUNTY OF Clark)

On this 6th 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

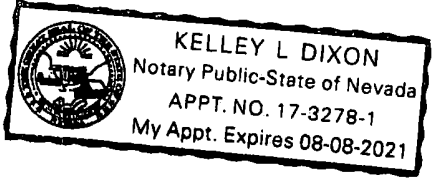


Exhibit "A"

COPPER RIM – PHASE 2 TEMPORARY TURNAROUND EASEMENT #1

BEGINNING AT A POINT NORTH 0°43'42" WEST 29.65 FEET AND WEST 3294.66 FEET FROM THE EAST CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND RUNNING THENCE NORTH 57°21'14" WEST 8.81 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT 25.96 FEET, HAVING A CENTRAL ANGLE OF 59°29'23" (CHORD N27°36'32"W, 24.81') TO A REVERSE CURVE; THENCE SOUTHWESTERLY ALONG A 40.00 FOOT RADIUS CURVE TO THE LEFT 208.73 FEET, HAVING A CENTRAL ANGLE OF 298°58'46" (CHORD S32°38'46"W, 40.62') TO A REVERSE CURVE; THENCE SOUTHEASTERLY ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT 25.96 FEET, HAVING A CENTRAL ANGLE OF 59°29'23" (CHORD S87°05'56"E, 24.81') TO A POINT OF TANGENCY; THENCE SOUTH 57°21'14" EAST 8.81 FEET TO THE BOUNDARY OF COPPER RIM-PHASE 2; THENCE NORTH 32°38'46" EAST ALONG SAID BOUNDARY 16.00 FEET TO THE POINT OF BEGINNING.

COPPER RIM – PHASE 2 TEMPORARY TURNAROUND EASEMENT #2

BEGINNING AT A POINT SOUTH 89°43'41" WEST 3875.41 AND SOUTH 262.39 FEET FROM THE EAST CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND RUNNING THENCE NORTH 32°47'44" WEST 13.00 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT 23.06 FEET, HAVING A CENTRAL ANGLE OF 52°51'15" (CHORD N6°22'07"W, 22.25') TO A POINT ON A REVERSE CURVE; THENCE SOUTHWESTERLY ALONG A 40.00 FOOT RADIUS CURVE TO THE LEFT 199.46 FEET, HAVING A CENTRAL ANGLE OF 285°42'16" (CHORD S57°12'22"W, 48.31') TO A POINT ON A REVERSE CURVE; THENCE SOUTHEASTERLY ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT 23.06 FEET, HAVING A CENTRAL ANGLE OF 52°51'01" (CHORD S59°13'15"E, 22.25') TO A POINT OF TANGENCY; THENCE SOUTH 32°47'44" EAST 13.00 FEET; THENCE NORTH 57°13'13" EAST 28.50 FEET TO THE POINT OF BEGINNING.