

EXHIBIT "B"  
(the "Easement")

WHEN RECORDED, PLEASE RETURN TO:

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

Portions of APN: 20-26-456-005  
20-26-476-003

13094919  
10/08/2019 04:23 PM \$0.00  
Book - 10843 Pg - 1368-1376  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
WEST JORDAN CITY  
8000 S REDWOOD RD  
WEST JORDAN UT 84088  
BY: MGP, DEPUTY - WI 9 P.

**EXCLUSIVE UTILITY EASEMENT**

KICK CREEK, LLC, a Utah Limited Liability Company; and POND HOUSE LLC, a Utah Limited Liability Company (collectively referred to as the "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, an EXCLUSIVE UTILITY EASEMENT AND RIGHT-OF-WAY 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 "B-1" attached hereto and incorporated herewith].

The Easement herein granted is for the following purpose: installation and maintenance of a water transmission line, an associated drain 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.

COPY.  
CO. RECORDER

This Easement is exclusive in favor of the Grantee and it constitutes a dominant estate in relation to Grantor's remainder property, which shall constitute a servient estate to the rights described herein. As such, Grantor shall not build within the Easement Area any structures, buildings, footings or foundations, nor plant any trees or shrubbery whose root zones would contact or interfere with the Grantee's utility system. The easement may, however, be crossed or covered with sidewalks, curb and gutter, roadways, or similar improvements; provided, however, that any such improvements are subject to review and written approval by the West Jordan City Engineer. Grantor is expressly prohibited from granting or conveying any other utility easement rights upon, over, under, across or through the Easement Area without prior written approval from Grantee.

Grantee assumes any and all risk in its use and enjoyment of this Easement and agrees to release, indemnify, and hold Grantor, its officers, directors, employees and agents harmless against any and all claims, suits, losses, costs, demands, damages, liabilities, expenses, and causes of action of any kind, including the amount of any judgment, court cost, or legal fee incurred by one or any of them, arising out of or related to the rights and obligations under this Easement or the Grantee's use and enjoyment of, and or activities on, the Easement Area; provided, however, Grantee does not waive any of its rights, defenses, or limitations set forth under the Governmental Immunity Act of Utah.

*[Signatures begin on next page]*

Signed and delivered this 17<sup>th</sup> day of September, 2019.

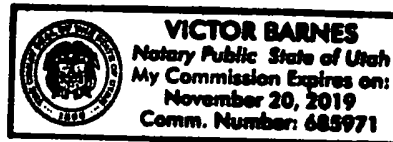
KICK CREEK, LLC, a Utah Limited Liability Company

Ryan Peterson  
By: Ryan Peterson  
Its: MANAGER

STATE OF UTAH            )  
  : SS.  
COUNTY OF SALT LAKE )

On this 17<sup>th</sup> day of September, 2019, personally appeared before me Ryan Peterson, who being by me duly sworn did say that s/he is the MANAGER of KICK CREEK, 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.

Victor Barnes  
NOTARY PUBLIC  
My Commission Expires: 11/20/19  
Residing in Davis County, UT



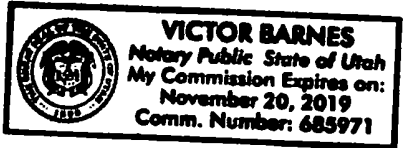
POND HOUSE LLC, a Utah Limited Liability Company

*Bh*  
By: Barrett Peterson  
Its: MANAGER

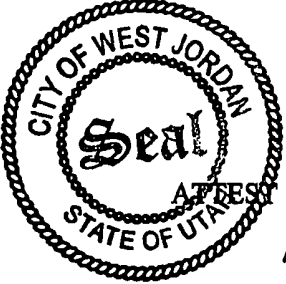
STATE OF UTAH )  
  : SS.  
COUNTY OF SALT LAKE )

On this 17<sup>th</sup> day of September, 2019, personally appeared before me Barrett Peterson, who being by me duly sworn did say that s/he is the MANAGER of POND HOUSE 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.

*Victor Barnes*  
NOTARY PUBLIC  
My Commission Expires: 11/20/19  
Residing in Davis County, UT



CITY OF WEST JORDAN, UTAH



By: *JR*  
Name: Jim Riding  
Title: Mayor

By: *JTB*  
Name: Jamie Brooks-Tangee Sloan  
Title: Interim City Recorder/Clerk  
Deputy

Dated: 9.24.19

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 December 23, 2010 and February 17, 2017, and filed in the official records of the Salt Lake County Recorder on December 30, 2010 and February 23, 2017, under Entry No. 11107850, in Book 9893, at Page 9384, and Entry No. 12482681, in Book 10532, at Page 2279, 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.

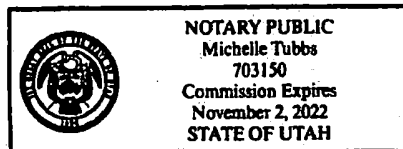
Zions Bancorporation, N.A. dba Zions First National Bank

By: Greg Ripplinger  
Its: Senior Vice President

STATE OF Utah  
COUNTY OF Salt Lake : ss.

On this 18<sup>th</sup> day of September, 2019, personally appeared before me Greg Ripplinger, who being by me duly sworn did say that s/he is the Senior Vice President of Zions Bancorporation, N.A. dba Zions First National Bank, a Utah corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and s/he acknowledged to me that said corporation executed the same.

Michelle Tubbs  
NOTARY PUBLIC  
My Commission Expires: 11/2/2022  
Residing in Salt Lake City, Utah



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 November 9, 2015 and January 24, 2019, and filed in the official records of the Salt Lake County Recorder on November 18, 2015 and January 29, 2019, under Entry No. 12173122, in Book 10380, at Page 3476, and Entry No. 12925740, in Book 10748, at Page 8686, 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.

Banner Bank

*[Handwritten Signature]*

By: Rick Draper

Its: Vice President

STATE OF Ut )  
COUNTY OF Salt Lake ) ss.

On this 3rd day of October, 2019, personally appeared before me Rick Draper, who being by me duly sworn did say that s/he is the Vice President of Banner Bank, a corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and s/he acknowledged to me that said corporation executed the same.

*[Handwritten Signature]*  
NOTARY PUBLIC  
My Commission Expires: 04/02/2023  
Residing in SLC, Utah

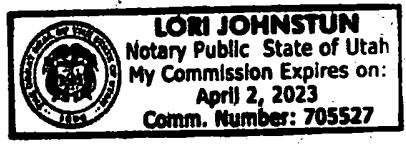


EXHIBIT "B-1"  
(the "Easement Area")

**Waterline Easement:**

A 20-FOOT WIDE PERMANENT UTILITY EASEMENT LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN, WITH A CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT ON THE GRANTOR'S WESTERLY PROPERTY LINE AS DESCRIBED IN THAT CERTAIN BOUNDARY LINE AGREEMENT DATED FEBRUARY 14, 2019, AND RECORDED FEBRUARY 21, 2019, UNDER ENTRY NO. 12937383, IN BOOK 10754, AT PAGE 3314, IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, WHICH POINT IS LOCATED 1,820.49 FEET NORTH 89°45'38" WEST ALONG THE SECTION LINE AND 1206.26 FEET NORTH 0°00'00" EAST FROM THE SOUTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH 89°44'21" EAST, 75.60 FEET; THENCE SOUTH 67°29'59" EAST, 106.18 FEET; THENCE SOUTH 66°29'58" EAST, 20.00 FEET; THENCE SOUTH 65°30'02" EAST, 20.00 FEET; THENCE SOUTH 64°30'00" EAST, 105.81 FEET; THENCE SOUTH 65°30'00" EAST, 104.72 FEET; THENCE SOUTH 66°30'00" EAST, 20.00 FEET; THENCE SOUTH 67°30'02" EAST, 44.65 FEET; THENCE SOUTH 78°44'58" EAST, 51.01 FEET; THENCE NORTH 90°00'00" EAST, 114.49 FEET; THENCE NORTH 78°45'00" EAST, 151.53 FEET; THENCE NORTH 90°00'00" EAST, 71.87 FEET; THENCE NORTH 67°30'02" EAST, 19.05 FEET; THENCE NORTH 45°00'00" EAST, 60.40 FEET; THENCE NORTH 67°37'23" EAST, 159.73 FEET; THENCE NORTH 89°59'41" EAST, 109.42 FEET; THENCE SOUTH 78°52'39" EAST, 46.02 FEET; THENCE NORTH 89°59'35" EAST, 95.09 FEET; THENCE NORTH 78°44'38" EAST, 51.71 FEET TO A POINT ON THE GRANTOR'S EASTERLY PROPERTY LINE AND THE TERMINUS OF SAID CENTERLINE.

THE EASEMENT IS TO BE TWENTY (20) FEET WIDE, TEN (10) FEET ON EACH SIDE OF THE ABOVE DESCRIBED CENTERLINE. THE SIDE LINES OF THE CENTERLINE DESCRIPTION ARE TO BE LENGTHENED OR SHORTENED AS NECESSARY TO BEGIN AND TERMINATE AT THE WESTERLY AND EASTERLY PROPERTY LINES, RESPECTIVELY.

The foregoing contains 28,546 square feet, or .052 acres, more or less.

The foregoing affects a portion of Salt Lake County Parcel Nos.: 20-26-456-005 and 20-26-476-003.

EXHIBIT "B-1"  
(the "Easement Area" continued)

**Drain Line Easement:**

A 20-FOOT WIDE PERMANENT UTILITY EASEMENT LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN, WITH A CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT ON THE GRANTOR'S WESTERLY PROPERTY LINE AS DESCRIBED IN THAT CERTAIN BOUNDARY LINE AGREEMENT DATED FEBRUARY 14, 2019, AND RECORDED FEBRUARY 21, 2019, UNDER ENTRY NO. 12937383, IN BOOK 10754, AT PAGE 3314, IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, WHICH POINT IS LOCATED 1,821.15 FEET NORTH 89°45'38" WEST ALONG THE SECTION LINE AND 1216.26 FEET NORTH 0°00'00" EAST FROM THE SOUTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH 89°44'59" EAST, 104.61 FEET; THENCE NORTH 44°41'33" EAST, 64.31 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.

THE EASEMENT IS TO BE TWENTY (20) FEET WIDE, TEN (10) FEET ON EACH SIDE OF THE ABOVE DESCRIBED CENTERLINE. THE SIDE LINES OF THE CENTERLINE DESCRIPTION ARE TO BE LENGTHENED OR SHORTENED AS NECESSARY TO BEGIN AND TERMINATE AT THE WESTERLY PROPERTY LINE AND THE NORTHERLY DRAIN LINE OUTFALL STRUCTURE, RESPECTIVELY.

The foregoing contains 3,378 square feet, or 0.08 acres, more or less.

The foregoing affects a portion of Salt Lake County Parcel No.: 20-26-456-005.



EXHIBIT "C"  
(the "Map")

