

WHEN RECORDED, PLEASE RETURN TO:

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

Portions of APN: 20-26-101-006-0000
20-26-326-008-4002
20-26-326-011-0000
20-26-326-013-0000
20-26-456-004-0000

13350552
08/04/2020 04:02 PM \$40.00
Book - 10992 Pg - 8032-8037
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
COTTONWOOD TITLE
1996 E 6400 S #120
SLC UT 84121
BY: TCA, DEPUTY - WI 6 P.

PERPETUAL STORM DRAIN 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 storm drain lines 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.

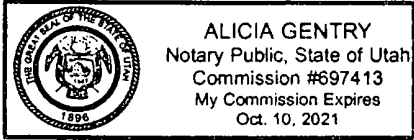
YELLOWSTONE LEGACY, LLC, a Utah limited liability company

Richard Jensen
By: *Richard Jensen*
Its: *Manager*

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

On this *16* day of *September*, 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: *10/10/21*
Residing in *Layton*, *Utah*

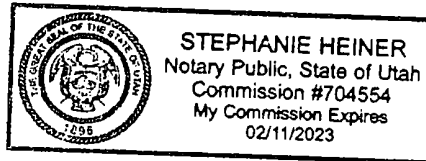
CW COPPER RIM 1, LLC, a Utah limited liability company

By: Colin Wright
Its: Manager

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

On this 17 day of September, 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.

Stephanie Heiner
NOTARY PUBLIC



My Commission Expires: 02/11/2023
Residing in Layton, Utah

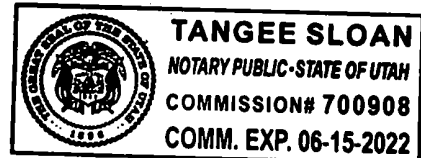
CITY OF WEST JORDAN

ATTEST

By: Dick Burton
Name: Jim Riding Dick Burton
Title: Mayor

By: Jamie Brooks
Name: Jamie Brooks Tangee Sloan
Title: Interim City Clerk/Recorder

Dated: 1.27.2020



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. 12927578, in Book 10749, at Page 7729, and Entry No. 13003598, in Book 10788, at Page 8011, 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 AGENT

STATE OF Nevada)
COUNTY OF Clark) : ss.

On this 16th day of September, 2019, personally appeared before me Andrew Mentove, who being by me duly sworn did say that s/he is the authorized agent 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: 8/8/2021
Residing in Clark County, NV

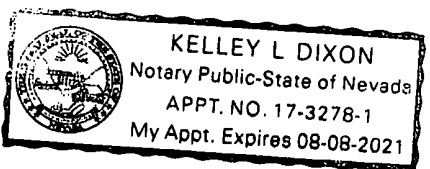


Exhibit 'A'

STORM DRAIN EASEMENT #1

BEGINNING AT A POINT SOUTH 89°58'45" WEST 1829.79 FEET AND NORTH 948.04 FEET FROM THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING NORTH 0°18'29" EAST 127.51 FEET TO A POINT ON A CURVE, CENTER BEARS SOUTH 41°25'55" EAST; THENCE SOUTHWESTERLY ALONG A 67.00 FOOT RADIUS CURVE TO THE LEFT 76.07 FEET, HAVING A CENTRAL ANGLE OF 65°03'11" (CHORD S16°02'41"W, 72.05') TO A POINT ON A CURVE, CENTER BEARS SOUTH 70°02'46" WEST; THENCE SOUTHEASTERLY ALONG A 1040.00 FOOT RADIUS CURVE TO THE RIGHT 61.36 FEET, HAVING A CENTRAL ANGLE 3°22'50" (CHORD S18°15'49"E, 61.36') TO THE POINT OF BEGINNING.

STORM DRAIN EASEMENT #2

BEGINNING AT A POINT SOUTH 89°58'45" WEST 1851.39 FEET AND NORTH 1223.16 FEET FROM THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING NORTH 5°58'26" EAST 100.06 FEET; THENCE NORTH 84°01'34" WEST 20.00 FEET; THENCE SOUTH 5°58'26" WEST 97.60 FEET; THENCE SOUTH 77°02'18" EAST 20.15 FEET TO THE POINT OF BEGINNING.

STORM DRAIN EASEMENT #3

BEGINNING AT A POINT SOUTH 89°58'45" WEST 2266.30 FEET AND NORTH 1561.41 FEET FROM THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING NORTH 50°00'09" EAST 89.25 FEET; THENCE NORTH 52°28'03" WEST 20.48 FEET; THENCE SOUTH 50°00'09" WEST 86.61 FEET; SOUTH 45°06'20" EAST 20.08 FEET TO THE POINT OF BEGINNING.

STORM DRAIN EASEMENT #4

BEGINNING AT A POINT SOUTH 89°58'45" WEST 2695.26 FEET AND NORTH 1936.52 FEET FROM THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING NORTH 52°20'58" EAST 192.53 FEET; THENCE NORTH 33°50'38" WEST 20.04 FEET; THENCE SOUTH 52°20'58" WEST 194.80 FEET TO A POINT ON A CURVE, CENTER BEARS NORTH 50°15'21" EAST; THENCE SOUTHEASTERLY ALONG A 965.00 FOOT RADIUS CURVE TO THE LEFT 20.02 FEET, HAVING A CENTRAL ANGLE 1°11'20" (CHORD S40°20'19"E, 20.02') TO THE POINT OF BEGINNING.

STORM DRAIN EASEMENT #5

BEGINNING AT A POINT SOUTH 89°58'45" WEST 1860.15 FEET AND NORTH 83.12 FEET FROM THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 0°38'32" WEST 25.38 FEET; THENCE NORTH 52°39'01" WEST 39.34 FEET; THENCE SOUTH 37°20'59" WEST 20.00 FEET; THENCE SOUTH 52°39'01" EAST 54.96 FEET TO THE POINT OF BEGINNING.