

WHEN RECORDED, PLEASE RETURN TO:

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

APN: 27-02-301-090
27-02-301-091

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08/12/2015 11:28 AM \$17.00
Book - 10351 Pg - 8690-8693
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
C W MANAGEMENT CORPORATION
9067 S 1300 W #105
WEST JORDAN UT 84088
BY: TJA, DEPUTY - WI 4 P.

GRANT OF EASEMENT

WEST JORDAN GATEWAY, LLC, a Utah limited liability company, of West Jordan City, County of Salt Lake, State of Utah (hereinafter referred to 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, UTAH, a municipal corporation and political subdivision of the State of Utah, (hereinafter referred to as "Grantee"), its successors, assigns, lessees, licensees and agents, a NON-EXCLUSIVE PERPETUAL EASEMENT upon, over, under, across and through the following described land, which the Grantor owns or in which the Grantor has an interest, in the County of Salt Lake, State of Utah, to wit:

[See Exhibit 'A' attached hereto and incorporated herein by this reference.]

This Easement is granted for the following purpose: installation and maintenance of a culinary water utility system and any appurtenant parts connected thereto (the "Facilities").

The Grantee shall have the right to construct, operate, maintain, remove and replace any material(s) comprising the Facilities from time to time as the Grantee may require. The Grantee shall have the right of reasonable ingress and egress to and from the Facilities over and across the Grantor's land lying adjacent to the land described above. The Grantee shall have the right to clear and remove all trees and other obstructions within the Easement area that may interfere with the use of said Easement by the Grantee. The Grantor reserves the right to occupy, use and cultivate said property for all purposes not inconsistent with the rights herein granted.

CONSENT AND SUBORDINATION OF LENDER

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 25, 2015, and recorded in the official records of the Salt Lake County Recorder on June 30, 2015, under Entry No. 12082253, in Book 10339, at Page 252 (the "Trust Deed"), which Trust Deed 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 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.

UNIVERSITY FIRST FEDERAL CREDIT UNION,
a Utah corporation

By: [Signature]

Its: Business Services Manager

STATE OF Utah)
COUNTY OF Davis) : ss.

On this 20th day of July, 2015, personally appeared before me Steven Mathews, who being by me duly sworn did say that s/he is the Business Services Manager of UNIVERSITY FIRST FEDERAL CREDIT UNION, and that the foregoing instrument was duly authorized by said corporation at a lawful meeting held or by authority of its bylaws and signed in behalf of said corporation.

[Signature]
NOTARY PUBLIC
My Commission Expires: 2-12-16
Residing in Bountiful, Utah

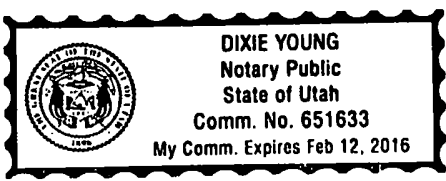


Exhibit 'A'

Parcel 1:

Beginning at a point that lies South 00°01'25" West 624.27 feet along the section line and East 502.51 feet from the West Quarter Corner of Section 2, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence West 10.00 feet; thence North 00°18'54" West 10.00 feet; thence East 10.00 feet; thence South 00°18'54" East 10.00 feet to the point of beginning.

Parcel 2:

Beginning at a point that lies South 00°01'25" West 488.94 feet along the section line and East 501.71 feet from the West Quarter Corner of Section 2, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence North 00°18'54" West 5.00 feet; thence North 89°55'10" East 45.41 feet; thence South 5.00 feet; thence South 89°55'10" West 45.38 feet to the point of beginning.