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WHEN RECORDED, PLEASE RETURN TO:

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

13503527  
12/18/2020 09:16 AM \$0.00  
Book - 11082 Pg - 8194-8197  
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

**PERPETUAL UTILITY 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 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 City utility 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.

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

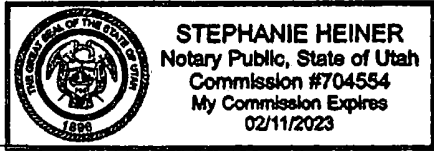
CW COPPER RIM 1, LLC, a Utah limited liability company

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

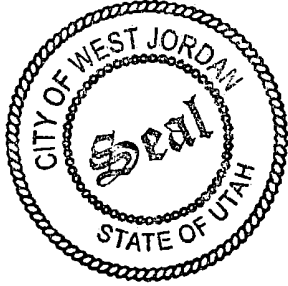
STATE OF Utah )  
COUNTY OF Davis ) : SS.

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 P.S.

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.

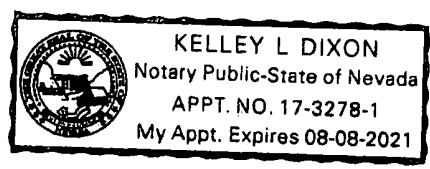
MOUNTAIN WEST REIT, LLC,  
a Delaware limited liability company

By: [Signature]  
Its: Authorized Agent

STATE OF Nevada )  
COUNTY OF Clark ) : ss.

On this 6<sup>th</sup> day of November, 2020, personally appeared before me Andrew Mentore, 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 UTILITY EASEMENT #1**

BEGINNING AT A POINT SOUTH 89°43'41" WEST 3297.69 FEET AND NORTH 41.22 FEET FROM THE EAST CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 57°22'25" WEST 80.74 FEET; THENCE SOUTH 32°37'35" WEST 2.97 FEET; THENCE NORTH 57°14'33" WEST 82.00 FEET; THENCE SOUTH 32°45'28" WEST 10.00 FEET; THENCE SOUTH 57°14'33" EAST 162.76 FEET; THENCE NORTH 32°38'46" EAST 13.16 FEET TO THE POINT OF BEGINNING.

**COPPER RIM - PHASE 2 UTILITY EASEMENT #2**

BEGINNING AT A POINT SOUTH 89°43'41" WEST 3397.30 FEET AND SOUTH 79.95 FEET FROM THE EAST CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 32°38'46" WEST 10.00 FEET; THENCE NORTH 57°21'14" WEST 246.39 FEET; THENCE NORTH 32°38'46" EAST 10.00 FEET; THENCE SOUTH 57°21'14" EAST 246.39 FEET TO THE POINT OF BEGINNING.