

WHEN RECORDED MAIL TO:

CW Copper Rim 1, LLC
1222 W Legacy Crossing Blvd., Suite 6
Centerville, UT 84014

File No.: 143182-CAF

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Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

Partial Assignment and Assumption of Reciprocal Access and Utility Easement Agreement

In Reference to Tax ID Number(s):

20-26-457-005 and 20-26-457-004

**PARTIAL ASSIGNMENT AND ASSUMPTION
OF
RECIPROCAL ACCESS AND UTILITY EASEMENT AGREEMENT**

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF RECIPROCAL ACCESS AND UTILITY EASEMENT AGREEMENT (this “**Partial Assignment**”) is made as of the 28th day of August, 2022, by West Bench, LLC, a Utah limited liability company (“**Assignor**”), in favor of Copper Rim Commercial Park Association, Inc., a Utah non-profit corporation (“**Assignee**”). Assignor and Assignee may be referred to herein individually as a “**Party**” or collectively, as the “**Parties**”. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

RECITALS

A. Assignor is the fee title owner of that certain parcel of real property located in West Jordan City, Salt Lake County, Utah, commonly known as Tax Parcel No. 20-26-457-005 and 20-26-457-004 (the “**Assignor Property**”).

B. Assignor and Yellowstone Legacy, LLC, a Utah limited liability company; CW Copper Rim 1, LLC, a Utah limited liability company; and Furniture Row USA, LLC, a Colorado limited liability company entered into that certain Reciprocal Access and Utility Easement Agreement of or around even date herewith (the “**Agreement**”), whereby each party thereto established its respective rights, duties, and obligations, with respect to the easements contained therein. The recording information for the Agreement is attached hereto as **Exhibit A** and incorporated herein by this reference.

C. Pursuant to Section 7.5.3 of the Agreement, Assignor agreed to assign its respective maintenance, upkeep, general repair, and replacement obligations for the Easement Area, Additional Utility Infrastructure, and the FR Access Road (collectively, the “**Maintenance Obligations**”) to the Assignee upon request.

D. Assignor desires to transfer and assign to Assignee all of Assignor’s Maintenance Obligations and Assignee desires to accept such Maintenance Obligations based on the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. **Recitals.** Each of the recitals set forth above are hereby incorporated into this Assignment by reference and are made a part hereof.

2. **Assignment.** Assignor hereby transfers and assigns, on an exclusive basis, to Assignee all of Assignor’s rights, duties, and obligations in and to the Maintenance Obligations as further established in the Agreement (the “**Assignment**”). Assignee accepts such Assignment and assumes and agrees to perform said Maintenance Obligations in accordance with the terms and conditions of the Agreement.

3. **Representations by Assignor.** Assignor represents and warrants that Assignor has full power and authority to assign the Maintenance Obligations to Assignee and, as applicable, has obtained all requisite authority to enter into this Partial Assignment.

4. **Indemnification.** Assignee hereby agrees to indemnify, defend, and hold harmless Assignor and its direct or indirect equity holders and affiliates (collectively, the “**Assignor Indemnified Parties**”) harmless from and against any and all claims, causes of action, liabilities, obligations, losses, damages, and expenses (including attorney fees and costs) (collectively, the “**Liabilities**”) arising out of or relating to the Maintenance Obligations after the Effective Date; provided, however, that such indemnity obligation shall not apply to the extent that any applicable Liabilities arises out of the negligence or willful misconduct of Assignor or the Assignor Indemnified Parties. Further Assignor hereby agrees to indemnify, defend, and hold harmless Assignees and its direct or indirect equity holders and affiliates, and its directors and officers (collectively, the “**Assignee Indemnified Parties**”) harmless from and against any and all Liabilities arising out of or relating to the Maintenance Obligations prior to the Effective Date; provided, however, that such indemnity obligation shall not apply to the extent that any applicable claim or liability arises out of the negligence or willful misconduct of Assignee and the Assignee Indemnified Parties.

5. **Miscellaneous.**

a. **Binding Effect.** This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

b. **Choice of Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Utah.

c. **Severability.** If any part of any provision of this Assignment is invalid or unenforceable under applicable law, the provision shall be ineffective only to the extent of such invalidity or unenforceability without in any way affecting the remaining parts or provisions of this Assignment.

d. **Counterparts.** This Assignment may be executed in counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date and year first set forth above.

ASSIGNOR:

West Bench, LLC,
a Utah limited liability company

By: Craig D. Jensen

Name: Craig D. Jensen

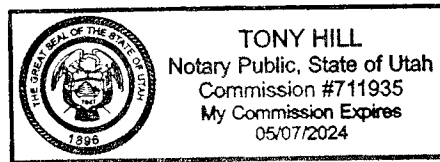
Its: Manager

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the 31 day of August, 2022, personally appeared before me Craig D. Jensen, who by me being duly sworn, did say that he is the Manager of West Bench, LLC, a Utah limited liability company, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public: [Signature]

[Assignee signature and notary acknowledgement follows.]

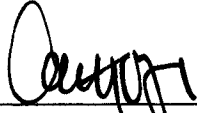


ASSIGNEE:

Copper Rim Commercial Park Association, Inc.,
a Utah non-profit corporation

By: **CW Copper Rim 1, LLC,**
a Utah limited liability company

Its: Declarant


By: _____ 

Name: COLIN WRIGHT

Its: Authorized Representative

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the 31 day of AUGUST, 2022, personally appeared before me
COLIN WRIGHT, who by me being duly sworn, did say that she/he is the
authorized representative of CW Copper Rim 1, LLC, the Declarant of the Copper Rim Commercial Park
Association, Inc., and that the foregoing instrument is signed on behalf of said company and executed with
all necessary authority.

Notary Public: _____ 

[Exhibit A follows.]

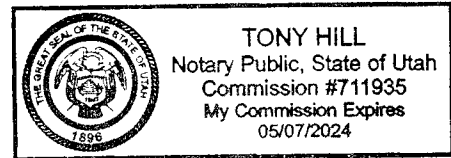


EXHIBIT A
(Agreement Recording Information)

Date: Sept 2 2022

County: Salt Lake

Entry No.: 14010528

Book No.: 11369

Pages: 8236

EXHIBIT B

(Legal Description of Affected Parcels: Exhibits A and B)

EXHIBIT A

(Legal Description of the CW Jensen Property)

BEG N 00°35'38" W 1166.47 FT & S 89°24'22" W 84.21 FT FR S 1/4 COR SEC 26, T2S, R2W, SLM; S 0°02'01" W 197.95 FT M OR L; S 39°17'13" W 218.39 FT; S 49°17'50" E 75.46 FT; SE'LY ALG 1108 FT RADIUS CURVE TO R, 561.17 FT (CHD S 34°51'21" E); S 20°15'48" E 224.19 FT; N 89°44'12" E 154.95 FT; S 88°20'54" E 231.29 FT; N 89°29'53" E 188.19 FT; NE'LY ALG 33FT RADIUS CURVE TO R, 17.23 FT (CHD N 14°24'08" E); N 29°21'28" E 16.46 FT; NE'LY ALG 25 FT RADIUS CURVE TO L, 13.09 FT (CHD N 14°21'28" E); N 0°38'32" W 548.68 FT; N 0°38'28" W 55.92 FT; N 7°03'24" W 28.72 FT; NW'LY ALG 958.22FT RADIUS CURVE TO L, 283.56 FT (CHD N 13°46'35" W); NW'LY ALG 92 FT RADIUS CURVE TO L, 11.88 FT (CHD N 30°31'55" W); NW'LY ALG 398.69 FT RADIUS CURVE TO L, 21.92 FT (CHD N 35°53'56" W); NW'LY ALG 31.50 FT RADIUS CURVE TO L, 13.36 FT(CHD N 49°39'32" W); NW'LY ALG 62.50 FT RADIUS CURVE TO L, 44.67 FT (CHD N 82°17'24" W); S 77°31'45" W 35.59 FT; N 12°28'15" W 50 FT; NE'LY ALG 87.50 FT RADIUS CURVE TO L, 34.94 FT (CHD N 66°05'43" E); N 54°39'27" E 21.01 FT; NE'LY ALG 37.50 FT RADIUS CURVE TO L, 20.26 FT (CHD N 39°10'36" E); NW'LY ALG 1915.18 FT RADIUS CURVE TO L, 72.51 FT (CHD N 36°39'22" W); NW'LY ALG 1908.69 FT RADIUS CURVE TO L, 257.76FT (CHD N 41°36'54" W); N 45°06'20" W 240.71 FT; NW'LY ALG 965 FT RADIUS CURVE TO L, 37.76 FT M OR L (CHD N 46°01' W); S 39°25'08" W 564.42 FT TO BEG.

EXHIBIT B

(Legal Description of the Furniture Row Property)

A PARCEL OF LAND SITUATE IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF MOUNTAIN VIEW CORRIDOR HIGHWAY, SAID POINT BEING NORTH 89°58'35" EAST 217.02 FEET ALONG THE SECTION LINE AND NORTH 0°01'25" WEST 84.35 FEET, AND NORTH 20°15'47" WEST 16.12 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG THE EAST RIGHT OF WAY LINE OF SAID MOUNTAIN VIEW CORRIDOR HIGHWAY THE FOLLOWING TWO (2) COURSES: (1) NORTH 20°15'47" WEST 208.21 FEET TO A POINT OF CURVATURE ON A 1,108.00 FOOT RADIUS CURVE TO THE LEFT; (2) NORTHERLY 155.58 FEET ALONG THE ARC OF SAID CURVE, CHORD BEARS NORTH 24°17'06" WEST 155.45 FEET; THENCE NORTH 41°22'36" EAST 306.77 FEET; THENCE SOUTH 48°17'26" EAST 366.85 FEET TO A POINT OF CURVATURE ON A 142.00 FOOT RADIUS CURVE TO THE LEFT; THENCE EASTERLY 91.57 FEET ALONG THE ARC OF SAID CURVE, CHORD BEARS SOUTH 66°45'54" EAST 89.99 FEET; THENCE SOUTH 0°02'45" EAST 287.48 FEET; THENCE SOUTH 89°58'48" WEST 423.52 FEET TO THE POINT OF BEGINNING

CONTAINS 214,066 SQUARE FEET, OR 4.914 ACRES