

WHEN RECORDED, RETURN TO:  
Rocky Mountain Power  
Real Estate Services  
Attn: Lisa Louder  
1407 West North Temple, Suite 110  
Salt Lake City, Utah 84116  
UTSL - 0575, 0588  
Terminal - Camp Williams 345 kV  
File No: 45174, 61021

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1/30/2008 1:41:00 PM \$50.00  
Book - 9564 Pg - 2186-2204  
Gary W. Ott  
Recorder, Salt Lake County, UT  
FIRST AMERICAN TITLE  
BY: eCASH, DEPUTY - EF 19 P.

Parcel Number: 15-28-276-010  
15-28-276-011

**ACCESS EASEMENT AGREEMENT**

This ACCESS EASEMENT AGREEMENT ("Agreement") is made as of this 30<sup>th</sup> day of January, 2008, by and between PACIFICORP, an Oregon corporation d/b/a Rocky Mountain Power, successor in interest to Utah Power & Light Company, with a mailing address of 1407 West North Temple, Salt Lake City, Utah 84116 ("Grantor"), MARK L. GREEN, as Trustee of the MARK L. GREEN FAMILY TRUST, PAUL M. JENSEN, Trustee for the PAUL M. JENSEN TRUST, MICHAEL GEORGE KAMPROS, Trustee of the MICHAEL G. KAMPROS FAMILY TRUST and L.W. PROPERTIES, LTD., a Utah limited partnership (collectively, "Green"), and MILLER LAKE PARK STATION, L.L.C., a Utah limited liability company ("Miller") Miller and Green are hereafter collectively referred to at times as "Grantee."

FIRST AMERICAN TITLE  
BBJ# 4960376

**RECITALS**

A. Grantor owns that certain parcel of real property ("Grantor's Land") located in Salt Lake County, State of Utah, which is more particularly described in Exhibit A attached hereto, for its electric utility operations, including the use and operation of its substation, transmission lines and other equipment and facilities in connection therewith.

B. Green owns a parcel of real property ("Parcel 1") located at approximately 3100 South Decker Lake Drive, Salt Lake County, State of Utah, which is more particularly described in Exhibit B attached hereto.

C. Miller owns a parcel of real property ("Parcel 2") located at approximately 2982 South Decker Lake Drive, Salt Lake County, State of Utah, which is more particularly described in Exhibit C attached hereto. Parcel 1 and Parcel 2 are hereafter sometimes collectively referred to as the "Benefited Properties."

D. Grantee desires to construct an access road over a portion of Grantor's Land (the "Easement Area") in order to provide ingress and egress to, from and between the Benefited Properties and a public roadway known as Decker Lake Drive. The Easement Area is more particularly described in Exhibit D attached hereto.

E. Grantor has agreed to grant and convey an easement to Grantee for such access road subject to and in accordance with the terms and conditions set forth herein.

MJW - UTSL-0575, 0588

E-Center Retail Development

## TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of Grantee's payment of Ten Dollars (\$10.00) to Grantor, receipt of which is acknowledged by Grantor, the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Grantor and Grantee hereby agree as follows:

1. Recitals. Recitals A through E are by this reference incorporated herein and made a part hereof.

2. Easement. Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, non-exclusive easement over and across the Easement Area, for the benefit of the Benefited Properties, or any portion thereof, for the construction, maintenance, and reconstruction of (i) an access road (the "Access Road") for vehicular and pedestrian ingress and egress to, from and between the Benefited Properties and a public roadway known as Decker Lake Drive; (ii) public utilities associated with the Access Road; and (iii) public utilities which serve all portions of the Benefited Properties. Grantee acknowledges that the Easement Area is also subject to certain access rights granted to West Valley City in a Lease dated October 16, 1996, as amended.

3. Grantee's Conduct.

(a) Grantee, its successors and assigns, will not make or allow to be made any use of the Easement Area that is inconsistent with, or interferes in any manner with Grantor's operation, maintenance or repair of Grantor's existing installations or additional facilities or improvements constructed after the granting of this easement, including electric transmission and distribution circuits that cross over or above the property as herein described.

(b) In the event that curb and gutter is constructed on the Easement Area by Grantee or made as a condition of development by Grantee, said curb and gutter will be high-back type and will contain a 30-foot curb cut on both sides of the roadway located at place designated by the Grantor, which curb cut will permit passage of Grantor's equipment used for repair and maintenance of Grantor's substation and electric transmission lines. Roadway construction will be sufficient to support Grantor's equipment in excess of 50 tons.

(c) Grantee, its successors and assigns, will not use or permit to be used on Easement Area construction cranes or other equipment that violate OSHA and Utah High Voltage Act Safety Clearance Standards. Grantee shall not store materials within the Easement Area. Grantee will not excavate within 50 feet of Grantor's transmission structures without the express written prior approval of Grantor. The storage of flammable and hazardous materials or refueling of vehicle/equipment is prohibited within the Easement Area. At no time shall Grantee place any equipment or materials of any kind that exceeds fifteen (15) feet in height, or that creates a material risk of endangering Grantor's facilities, or that may pose a risk to human safety. Grantee's use of the Easement Area shall comply with OSHA and Utah High Voltage Act Safety Clearance Standards.

(d) Grantee shall not place or allow to be placed any trees or other vegetation within the Easement Area exceeding twelve (12) feet in height. Grantee shall be responsible for removing any

trees or vegetation that exceeds the 12 foot limitation.

4. Grantor's Conduct. Grantor shall have the right, at any time and from time to time, to cross and recross with equipment, personnel, overhead power lines or underground power lines and access roads, at any location or locations thereon, the lands included with the Easement Area. Grantor shall have no obligation to maintain the Access Road and to keep the same in passable condition for the benefit of Grantee, and any work performed on said roadway by Grantee shall be at Grantee's sole cost and expense.

5. Perpetual Easement/Abandonment. The easements and rights-of-way confirmed or granted hereunder shall be benefits running with the Benefited Properties, or any part thereof, and a burden upon Grantor's Land, in perpetuity, and shall be for the use and benefit of Grantee and its successors, heirs, and assigns, and their licensees, invitees, agents, representatives, and others Grantee desires to provide access to the Benefited Properties. Provided, however, it is expressly made a condition of this Agreement and the rights granted hereunder, that if Grantee, its successors or assigns, shall abandon its/their interest in Grantor's Land, all rights granted in this Agreement shall cease and terminate, and the title to Grantor's Land shall be freed from the burden of the easement rights granted in this Agreement. It is agreed that abandonment shall be deemed to have occurred if the Easement Area is not used for the purposes described above for a period of 30 (30) consecutive, uninterrupted days or more and Grantee does not resume such use within thirty (30) days after written notice from Grantor to the record owner(s) of the Benefited Properties of Grantor's intent to declare the Easement Area abandoned pursuant to this section. In the event the foregoing conditions are satisfied, Grantor may terminate this Agreement by the filing of a Notice of Termination in the offices of the Salt Lake County Recorder reciting that Grantor has complied with the provisions of this section and upon such filing all rights and interest conveyed herein by Grantor shall revert back to Grantor. In the alternative, Grantee or any successor and assign may by instrument of disclaimer from Grantee, or its successors or assigns, disclaim in whole or in part the rights granted in this Agreement.

6. Covenants Run with Land. Each right and obligation in this Agreement (whether affirmative or negative in nature) (a) shall constitute a covenant running with the land; (b) shall benefit and bind every person having any fee, leasehold, or other interest in any portion of Grantor's Land to the extent such portion is affected or bound by the right-of-way, easement, covenant, or restriction in question, or to the extent that such right-of-way, easement, covenant, or restriction is to be performed on such portion; and (c) shall benefit and be binding upon any owner of Grantor's Land whose title is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise. If Grantor transfers Grantor's Land, the transferee shall automatically be deemed to have assumed and agreed to be personally bound by the covenants of Grantor contained in this Agreement.

7. Release and Indemnification.

(a) Grantee, its successors and assigns, shall use the Easement Area at its own risk and agrees to indemnify, defend and hold harmless Grantor and Grantor's affiliated companies, officers, directors, shareholders, agents, employees, successors and assigns, (the "Indemnified Parties") for, from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorney's fees, and costs of investigation), of any nature, kind of description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or in part), (i) the breach by Grantee of any provision of this agreement, (ii) Grantee's use and occupation of the Easement Area, (iii) any act or occurrence on the Easement Area, or (iv) any act or omission of Grantee, any independent contractor retained by Grantee, anyone directly or indirectly employed by them, or anyone authorized by Grantee to control or exercise control over (hereinafter collectively referred to as "claims"), even if such claims arise from or are attributed to the concurrent negligence of any of the Indemnified Parties.

(b) The Indemnified Parties shall never be liable in any manner to Grantee for any injury to or death of persons or for any loss of or damage to property of Grantor, its employees, agents, customers, invitees, or to others, even if such loss or damage is caused in part by the negligence of any Indemnified Party. All personal property and fixtures, if allowed by Grantor, located within the Easement Area shall be maintained and used at the risk of Grantee and the Indemnified parties shall not be liable for any damage thereto or theft thereof, even if due in whole or in part to the negligence of the Indemnified Parties.

8. Affect of Breach. No breach of this Agreement shall entitle any owner of the affected real property to cancel, rescind, or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which such owner of real property may have under this Agreement by reason of any such breach.

9. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of all or any portion of Grantor's Land for the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this Agreement be strictly limited to the purposes expressed in this Agreement.

10. Interpretation. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Utah. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include both other genders, and the term "person" shall include an individual, partnership (general or limited), corporation, limited liability company, trust, or other entity or association, or any combination thereof. The section headings contained in this Agreement are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. Time is of the essence. The provisions of this Agreement shall be construed both as covenants and conditions in the same

manner as though the words importing such covenants and conditions were used in each separate provision hereof. Exhibits A through D attached hereto are by this reference incorporated herein and made a part hereof.

11. Entire Agreement. This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the parties hereto relative to the subject matter hereof. Any prior negotiations, correspondence, or understandings relative to the subject matter hereof shall be deemed to be merged in this Agreement and shall be of no further force or effect. This Agreement may not be amended or modified except in writing executed by both of the parties hereto.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which shall together constitute one and the same instrument.

13. Attorneys' Fees. If any action is brought because of any breach of or to enforce or interpret any of the provisions of this Agreement, the party prevailing in such action shall be entitled to recover from the other party reasonable attorneys' fees and court costs incurred in connection with such action, the amount of which shall be fixed by the court and made a part of any judgment rendered.

14. No Waiver. Acceptance by either party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such party to enforce all of the terms and conditions hereof. No waiver of any such right hereunder shall be binding unless reduced to writing and signed by the party to be charged therewith.

15. Invalidity of Provision. If any provisions of this Agreement as applied to any party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permitted by applicable law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole.

IN WITNESS WHEREOF, Grantor and Grantee(s) have each caused this Agreement to be duly executed as of the date first herein written.

PACIFICORP, an Oregon corporation, d/b/a Rocky Mountain Power

By: *Charles M. Benjamin*

Its: Managing Director

Mark L. Green as Trustee of the Mark L. Green Family Trust

By: \_\_\_\_\_

Its: \_\_\_\_\_

Paul M. Jensen, Trustee for the Paul M. Jensen Trust

By: \_\_\_\_\_

Its: \_\_\_\_\_

Michael George. Kampros, Trustee of the Michael G. Kampros Family Trust

By: \_\_\_\_\_

Its: \_\_\_\_\_

LW Properties, Ltd, a Utah limited partnership

By: \_\_\_\_\_

Its: \_\_\_\_\_

IN WITNESS WHEREOF, Grantor and Grantee(s) have each caused this Agreement to be duly executed as of the date first herein written.

PACIFICORP, an Oregon corporation, dba Utah Power & Light Company.

By: \_\_\_\_\_

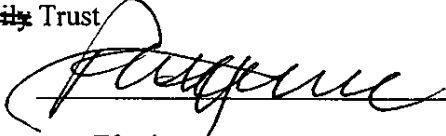
Its: \_\_\_\_\_

Mark L. Green as Trustee of the Mark L. Green Family Trust

By:  \_\_\_\_\_

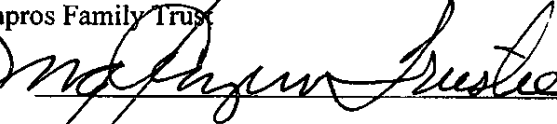
Its: \_\_\_\_\_ Trustee

Paul M. Jensen as Trustee of the Paul M. Jensen Family Trust

By:  \_\_\_\_\_

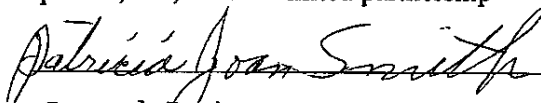
Its: TRUSTEE

Michael G. Kampros as Trustee of the Michael G. Kampros Family Trust


By:  \_\_\_\_\_

Its: \_\_\_\_\_ Trustee

LW Properties, Ltd, a Utah limited partnership

By:  \_\_\_\_\_

Its: \_\_\_\_\_ General Partner

By:  \_\_\_\_\_

Franklin Paul Orr:

Its: General Partner

MILLER LAKE PARK STATION, L.L.C., a Utah limited liability company

By its Manager, Miller Development Company, Inc., a Utah corporation

By: [Signature]  
Name: J. M. Minnick  
Its: CEO

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of November, 2007, by J. M. Minnick, the CEO of Miller Development Company, Inc., a Utah corporation, the Manager of Miller Lake Park Station, L.L.C., a Utah limited liability company.

(Seal)

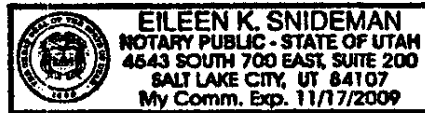
Eileen K. Snideman  
Notary Public

My Commission Expires:

11/17/2009

Residing at:

\_\_\_\_\_





ACKNOWLEDGMENTS

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

I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2008, before me, a Notary Public of the state and county of aforesaid, personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the \_\_\_\_\_ of the Miller Lake Park Station, LLC, a Utah Corporation authorized to do business in the state of Utah, that he has been duly authorized to execute, and has executed the same in my presence, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

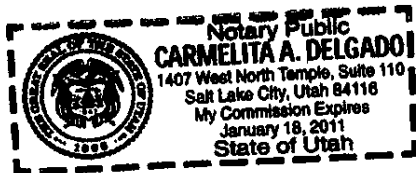
IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

\_\_\_\_\_  
Notary Public

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

I hereby certify that on this 4<sup>th</sup> day of January, 2008, before me, a Notary Public of the state and county of aforesaid, personally appeared Douglas N. Bennion, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Managing Director of PACIFICORP, an Oregon corporation, d/b/a Rocky Mountain Power, that he has been duly authorized to execute, and has executed the same in my presence, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

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

I hereby certify that on this 27th day of November, 2007, before me, a Notary Public of the state and county of aforesaid, personally appeared Mark L. Green, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Trustee of the Mark L. Green Family Trust, that he has been duly authorized to execute, and has executed the same in my presence, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.



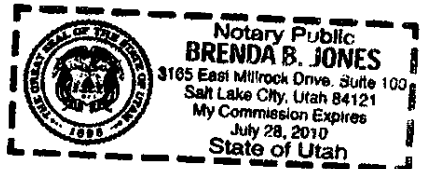
*Brenda B. Jones*  
Notary Public

STATE OF Utah )  
 : ss.  
COUNTY OF Salt Lake )

I hereby certify that on this 27th day of November, 2007, before me, a Notary Public of the state and county of aforesaid, personally appeared Patricia Joan Smith & \*\*, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that they are general partners of LW Properties, Ltd, a Utah limited partnership, authorized to do business in the state of Utah, that he has been duly authorized to execute, and has executed the same in my presence, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

\*\*Franklin Paul Orr

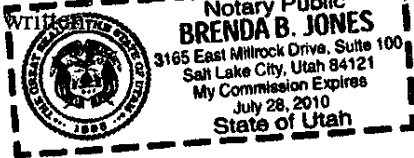


*Brenda B. Jones*  
Notary Public

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

I hereby certify that on this 27th day of November, 2007, before me, a Notary Public of the state and county of aforesaid, personally appeared Paul M. Jensen, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Trustee of the Paul M. Jensen Trust, that he has been duly authorized to execute, and has executed the same in my presence, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above



A handwritten signature in cursive script, appearing to read 'Brenda B. Jones', written over a horizontal line.

Notary Public

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

I hereby certify that on this 14th day of January, 2007, before me, a Notary Public of the state and county of aforesaid, personally appeared Michael George Kampros, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Trustee of the Michael G. Kampros Family Trust, that he has been duly authorized to execute, and has executed the same in my presence, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

A handwritten signature in cursive script, appearing to read 'Brenda B. Jones', written over a horizontal line.

Notary Public

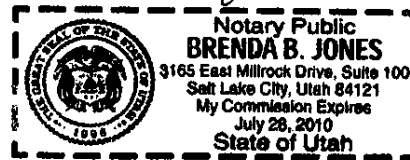


Exhibit A  
(Legal Description of Grantor's Land)

**15-28-276-010**

BEGINNING NORTH 650.25 FEET AND WEST 24.43 FEET FROM THE EAST QUARTER CORNER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH  $85^{\circ}29'51''$  WEST 396.21 FEET; THENCE NORTH  $4^{\circ}30'09''$  EAST 243.93 FEET; THENCE SOUTH  $89^{\circ}55'56''$  WEST 549.65 FEET; THENCE SOUTH  $24^{\circ}33'42''$  EAST 228.97 FEET; THENCE NORTH  $85^{\circ}29'51''$  WEST 279.78 FEET; THENCE SOUTH  $51^{\circ}52'51''$  EAST 53.53 FEET; THENCE SOUTH  $85^{\circ}29'00''$  EAST 1058.02 FEET; THENCE NORTHERLY ALONG A 562.67 FOOT RADIUS CURVE TO THE RIGHT 31.9 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

**15-28-276-011**

BEGINNING NORTH 650.25 FEET AND WEST 24.43 FEET AND SOUTHERLY ALONG A 562.67 FOOT RADIUS CURVE TO THE LEFT 31.9 FEET FROM THE EAST QUARTER CORNER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH  $85^{\circ}29'00''$  WEST 1058.02 FEET; THENCE NORTH  $51^{\circ}52'51''$  WEST 85.5 FEET; THENCE SOUTH  $3^{\circ}20'50''$  EAST 120.1 FEET; THENCE NORTH  $51^{\circ}52'00''$  WEST 215 FEET; THENCE SOUTH 139.9 FEET; THENCE SOUTH  $51^{\circ}52'00''$  EAST 194.9 FEET; THENCE EAST 25.91 FEET; THENCE SOUTH  $3^{\circ}20'50''$  EAST 80.1 FEET; THENCE NORTH  $20^{\circ}50'00''$  EAST 58.6 FEET; THENCE SOUTH  $87^{\circ}10'31''$  EAST 671.2 FEET; THENCE SOUTH  $85^{\circ}29'00''$  EAST 420.53 FEET, MORE OR LESS; THENCE NORTHERLY ALONG A 562.67 FOOT RADIUS CURVE TO THE RIGHT 202.92 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

Exhibit B  
(Legal Description of Parcel 1)  
15-28-276-012  
15-28-276-007

Exhibit B  
(Legal Description of Parcel 1)

Beginning at a point at the intersection of the west right-of-way line of Decker Lake Drive and the North right-of-way line of 3100 South Street, said point being North 33.00 feet and South 89°56'00" West 66.00 feet from the East Quarter Corner of Section 28, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence Westerly along said North right-of-way line of 3100 South Street the following four (4) courses: South 89°56'00" West 345.67 feet; thence North 00°10'38" East 16.55 feet; thence North 78°41'28" West 354.16 feet; thence North 89°44'15" West 359.82 feet to the Easterly right-of-way line of interstate 215 (state road); thence North 03°38'16" West along said Easterly right-of-way line 638.42 feet to a point on the Northerly line of the Utah Power and Light property; thence Southeasterly along said North property line the following two (2) courses: South 53°08'38" East 84.61 feet; thence South 85°28'37" East 1037.98 feet to a point on the Westerly right-of-way line of Decker Lake Drive; thence Southerly along said Westerly right-of-way line the following two (2) courses: ; thence to a point of curvature of a 398.31 foot radius no-tangent curve to the left; thence Southwesterly 93.71 feet along said curve, through a central angle 13°28'49" (chord bears South 05°12'43" West) to a point of tangency; thence South 00°05'05" west 498.67 feet to the point of beginning.

Exhibit C  
(Legal Description of Parcel 2)  
15-28-276-009



Exhibit C  
(Legal Description of Parcel 2)

A tract of land situate in the E½NE¼ of Section 28, Township 1 South, Range 1 West, Salt Lake Base and Meridian, described as follows:

Beginning on the West line of Proposed Decker Lake Lane at a point 650.25 feet North and 24.43 feet West, more or less, from the East Quarter Corner of Section 28, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 85°29'51" West 396.21 feet; thence North 4°30'09" East 243.93 feet; thence South 89°55'56" West 549.65 feet; thence South 24°33'42" East 228.97 feet; thence North 85°29'51" West 279.78 feet; thence North 51°52'51" West 31.97 feet along the North line of the Utah Power and Light Company transmission corridor described in Book 3632 at Page 396 as Entry No. 2636377 in the Office of the County Recorder of Salt Lake County, Utah; thence North 3°35'27" West 525.72 feet along the East right of way line and non-access line of I-215 to the property line of the Granger-Hunter Improvement District pump station site; thence North 89°45'22" East 164.41 feet, North 0°14'38" West 115 feet and South 89°45'22" West 171.14 feet along said property line to said East right of way line and non-access line of I-215; thence North 3°35'28" West 55.18 feet along said East right of way line to the North boundary line of said land; thence North 89°45'14" East 200.34 feet along said line; thence South 3°35'28" East 6.86 feet to the South property line of Salt Lake County property as described in Book 4402 Page 448 as Entry No. 2876378 in said Recorder's Office; thence East 1001.17 feet along said South property line; thence South 0°02'04" East 711.03 feet; thence South 66°25'33" East 21.60 feet to a point on the West line of said Proposed Decker Lake Lane, said point also being on a 562.67 foot radius curve to the left; thence Southwesterly along said curve 88.14 feet (chord bears South 30°07'45" West 88.05 feet) to the point of beginning.

Exhibit D  
(Legal Description of Easement Area)

Beginning at a point at the west line of Decker Lake Drive (2210 West) North 00°02'04" West 516.93 Feet and South 89°57'56" West 69.05 Feet from the East Quarter Corner of Section 28, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence along westerly line of said street southerly along the arc of a 562.67 foot radius curve to the left (center bears South 78°42'44" East), through a central angle of 05°46'57" a distance of 56.79 feet to the point of non-tangent curve; thence northwesterly along the arc of a 24.50 foot radius curve to the left (center bears South 51°55'52" West), through a central angle of 49°40'49" a distance of 21.24 feet; thence North 87°44'57" West 45.19 feet to the point of curvature; thence northwesterly along the arc of a 98.00 foot radius curve to the right (center bears North 02°15'03" East), through a central angle of 47°01'32" a distance of 80.43 feet; thence North 40°43'25" West 9.35 feet to the point of curvature; thence northeasterly along the arc of a 150.00 foot radius curve to the left (center bears South 49°16'35" West), through a central angle of 44°38'04" a distance of 116.85 feet to the point of tangency; thence North 85°21'29" West 11.26 feet; thence southerly along the arc of a 24.50 foot radius curve to the left (center bears South 04°38'31" West) through a central angle of 90°08'07" a distance of 38.54 feet; thence South 04°30'24" West 11.82 feet to the point of curvature; thence southerly along the arc of a 122.00 foot radius curve to the left (center bears South 85°29'36" East), through a central angle of 07°26'24" a distance of 15.84 feet; thence South 02°56'00" East 65.71 feet; thence North 85°29'00" West 36.60 feet to the point of non-tangent curve; thence northerly along the arc of a 557.16 foot radius curve to the right (center bears North 84°00'58" East) through a central angle of 08°22'54" a distance of 81.50 feet; thence North 04°30'24" East 12.03 feet to the point of curvature; thence northwesterly along the arc of a 24.50 foot radius curve to the left (center bears North 85°29'36" West), through a central angle of 89°51'53" a distance of 38.43 feet; thence North 85°21'29" West 7.49 feet to the point of curvature; thence westerly along the arc of a 116 foot radius curve to the right (center bears North 04°38'31" East), through a central angle of 22°26'52" a distance of 45.45 feet to the point of tangency; thence North 62°54'36" West 25.47 feet; thence northwesterly along the arc of a 57.00 foot radius curve to the left (center bears South 27°05'24" West), through a central angle of 22°35'00" a distance of 22.47 feet; thence North 85°29'36" West 102.71 feet to the point of curvature; thence southwestwardly along the arc of a 29.50 foot radius curve to the left (center bears South 04°30'24" West), through a central angle of 94°30'19" a distance of 48.66 feet to the point of tangency; thence South 00°00'05" West 115.87 feet; thence North 87°27'11" West 34.22 feet; thence North 03°20'54" West 31.31 feet; thence North 00°00'30" East 90.76 feet to the point of curvature; thence northwesterly along the arc of a 29.50 foot radius curve to the left (center bears South 89°38'20" West), through a central angle of 85°07'48" a distance of 43.83 feet; thence North 85°29'36" West 49.01 feet to the point of curvature; thence northwesterly along the arc of a 162.50 foot radius curve to the right (center bears North 04°30'24" East) through a central angle of 60°55'54" a distance of 172.81 feet; thence North 24°33'42" West 1.86 feet; thence South 85°29'51" East 29.63 feet to the point of non-tangent curve; thence southeasterly along the arc of a 100.00 foot radius curve to the left

(center bears North 57°45'42" East) through a central angle of 36°04'02" a distance of 62.95 feet; thence southeasterly along the arc of a 24.50 foot radius curve to the left (center bears North 21°41'40" East), through a central angle of 77°36'08" a distance of 33.18 feet; thence South 85°29'00" East 30.80 feet; thence easterly along the arc of a 24.50 foot radius curve to the left (center bears North 73°37'57" East), through a central angle of 69°07'33" a distance of 29.56 feet; thence South 85°29'36" East 162.98 feet to the point of curvature; thence southeasterly along the arc of a 24.50 foot radius curve to the left (center bears North 04°30'24" East), through a central angle of 69°02'05" a distance of 29.52 feet; thence South 85°29'00" East 28.00 feet to the point of a non-tangent curve; thence southwesterly along the arc of a 24.50 foot radius curve to the left (center bears North 84°24'23" East), through a central angle 64°02'13" a distance of 27.38 feet to the point of curvature; thence southeasterly along the arc of a 93.00 foot radius curve to the right (center bears South 20°22'10" West), through a central angle of 06°43'14" a distance of 10.91 feet; thence South 62°54'36" East 48.90 feet; thence southeasterly along the arc of a 80.00 foot radius curve to the left (center bears North 27°05'24" East), through a central angle of 22°26'52" a distance of 31.34 feet to the point of tangency; thence South 85°21'29" East 12.79 feet; thence northeasterly along the arc of a 24.50 foot radius curve to the left (center bears North 04°38'31" East), through a central angle of 90°08'07" a distance of 38.54 feet; thence North 04°30'24" East 30.56 feet; thence northwesterly along the arc 77.50 foot radius curve to the left (center bears North 85°29'36" West), through a central angle of 12°50'39" a distance of 17.37 feet; thence South 85°29'51" East 25.48 feet to the point of a non-tangent curve; thence southeasterly along the arc 102.50 foot radius curve to the right (center bears South 84°49'46" West) through a central angle of 09°40'38" a distance of 17.31 feet; thence South 04°30'24" West 30.74 feet to the point of curvature; thence southeasterly along the arc of a 24.50 foot radius curve to the left (center bears South 85°29'36" East), through a central angle of 89°51'53" a distance of 38.43 feet; thence South 85°21'29" East 16.97 feet to the point of curvature; thence easterly along the arc of a 186.00 foot radius curve to the right (center bears South 04°38'31" West), through a central angle of 44°13'54" a distance of 143.59 feet to the point of curvature; thence easterly along the arc of a 62.00 foot radius curve to the left (center bears North 48°52'25" East), through a central angle of 46°37'22" a distance of 50.45 feet; thence South 87°44'57" East 64.60 feet to the point of non-tangent; thence southeasterly along the arc of a 24.50 foot radius curve to the left (center bears North 02°15'03" East), through a central angle of 31°47'16" a distance of 13.59 feet to the point of beginning, containing 1.094 acres.