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 Gary W. Ott
 Recorder, Salt Lake County, UT
 FOUNDERS TITLE
 BY: eCASH, DEPUTY - EF 7 P.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

[
Debra Piazza
Montgomery Little & McGrew, P.C.
5445 DTC Parkway, Suite 800
Greenwood Village, CO 80111
]

ABOVE SPACE FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

OR	1a. ORGANIZATION'S NAME MILLER FAMILY REAL ESTATE, L.L.C.			
	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 9350 SOUTH 150 EAST, SUITE 1000		CITY SANDY	STATE UT	POSTAL CODE 84070
1d. TAX ID#: SSN OR EIN (OPTIONAL: NOT REQUIRED)	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION UTAH	1g. ORGANIZATIONAL ID#, if any 2031336-0160 <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

OR	2a. ORGANIZATION'S NAME			
	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. TAX ID#: SSN OR EIN (OPTIONAL: NOT REQUIRED)	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME COMERICA BANK			
	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 411 WEST LAFAYETTE BOULEVARD		CITY DETROIT	STATE MI	POSTAL CODE 48226-3519

4. This FINANCING STATEMENT covers the following collateral:

This financing statement is a fixture filing under the Uniform Commercial Code and is to be filed in the real estate records of Salt Lake County, Utah. See Exhibit A attached hereto and made a part hereof for a description of collateral and legal description.

5. ALTERNATIVE DESIGNATION (if applicable):	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR
	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) in the REAL ESTATE RECORDS Salt Lake County, UT	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (Optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2		
8. OPTIONAL FILER REFERENCE DATA—Site 2—200 West 900 South, Sandy, UT			

EXHIBIT A TO UCC-1 FINANCING STATEMENT (Site 2)

Debtor: Miller Family Real Estate, L.L.C.
9350 South 150 East, Suite 1000
Sandy, Utah 84070

Secured Party: Comerica Bank, a Michigan banking corporation
411 West Lafayette Boulevard
Detroit, MI 48226-3519

DESCRIPTION OF COLLATERAL

The following property and interests in property of Debtor, whether now owned or existing or hereafter acquired or arising:

All right, title, and interest of the Debtor in and to all existing and future, machinery, apparatus, equipment, fittings, and fixtures of every kind and nature whatsoever, now or at any time hereafter attached to any building or other improvements (collectively the "Building") located on the real property more particularly described below (the "Real Property") or any part thereof, including, without limiting the generality of the foregoing, all engines, furnaces, boilers, stokers, pumps, heaters, tanks, dynamos, motors, generators, fans, blowers, vents, switchboards, electrical equipment, heating, plumbing, lifting, and ventilating apparatus, air-cooling and air-conditioning apparatus, gas and electric fixtures, elevators, escalators, compressors, vacuum cleaning systems, call systems, water fountains, refrigeration equipment, fire prevention and extinguishing apparatus (or any other safety equipment required by governmental regulation), security systems, appliances, building materials, electric signs, shades, venetian blinds, awnings, screens, partitions, draperies, carpeting, and maintenance equipment of every nature whatsoever, including machinery and equipment for general maintenance, telephone equipment, furniture and data processing equipment and peripherals;

TOGETHER WITH all rents, accounts, accounts receivable, issues, royalties, profits, revenues, incomes, and other benefits of and from the Real Property and any other property pledged to Secured Party, and any and all bank accounts and similar accounts containing any of the foregoing, and all of the estate, right, title, and interest of every nature whatsoever of the Debtor in and to the same and every part and parcel thereof;

TOGETHER WITH any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Real Property as a result of (a) the exercise of the right of eminent domain; (b) the alteration of the grade of any street; or (c) any other injury to or decrease in the value of the property described above, to the extent of all amounts which may be secured at the date of receipt of any such award or payment by the Secured Party, and of the reasonable attorneys' fees, costs, and disbursements incurred by the Secured Party in connection with the collection of such award or payment, and the Debtor shall execute and deliver from time to time such further instruments as may be requested by the Secured Party to confirm such assignment to the Secured Party of any such award or payment;

TOGETHER WITH all existing and future goods located on the Real Property which are now or in the future owned by the Debtor and attached to the Real Property or are to be used in any construction on the Real Property but which are not effectively made real property, including but not limited to all appliances, carpeting, draperies, building service equipment, building materials, supplies and equipment which are, or will be, attached or affixed to the Real Property or the Building;

TOGETHER WITH all existing and future contract rights now or in the future owned by the Debtor in connection with the operation and occupancy of the Real Property or the Building;

TOGETHER WITH all existing and future general intangibles relating to the development or use of the Real Property or the Building, including but not limited to all governmental permits relating to construction on the Real Property, and all existing and future names under or by which the Real Property or the Building may at any time be operated or known;

TOGETHER WITH all existing and future water stock relating to the Real Property, all existing and future rights to oil, gas, minerals, and geothermal resources under, through, upon, or appurtenant to the Real Property, and all existing and future documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Real Property;

TOGETHER WITH all water and water rights of any type which are appurtenant to the premises or which are or may be used on or in connection with the Real Property at the present time or at any time hereafter, including, but not limited to, the following: adjudicated water rights and decrees and priorities therefor; unadjudicated water rights and appropriations; rights in water from tributary and non-tributary sources, whether surface or underground; conditional water rights; rights existing under well permits issued by the State Engineer or its equivalent; rights and permits in designated groundwater basins; rights in non-tributary groundwater existing by virtue of land ownership; all rights, shares or allotments of water in ditch companies, conservancy districts, or other water distribution organizations and all shares of stock or other instruments evidencing a right to such water; all aboriginal rights, pueblo rights, reserved rights, and other rights not derived from state law; all rights claimed under contract, exchange, or plans for augmentation; all ditches, canals, reservoirs, pipelines, tunnels, wells, and other structures for diverting and conveying water, and all rights of way and easements therefor. It is the express intention of the parties to this Deed of Trust that this Paragraph is to operate independently of and in addition to any description of particular water rights which may be included elsewhere in this document;

TOGETHER WITH all right, title, and interest of the Debtor in and to any bank accounts, security deposits, and any and all other amounts held as security under any leases or subleases now or hereafter outstanding on the Real Property; and

TOGETHER WITH all proceeds of the foregoing.

All of which may be located on or relate to the Real Property more particularly described as follows:

Real property situated in the County of Salt Lake, State of Utah, to-wit:

PARCEL A:

BEGINNING on the North right of way line of 90th South Street said point being South 89°53'00" West along the centerline of 90th South Street 1441.17 feet and North 00°07'00" West 73.00 feet from an existing monument in the intersection of 9000 South and State Streets, said point also being North 163.39 feet and East 1295.00 feet from the center of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 00°07'00" West 527.18 feet; thence South 89°53'00" West 413.14 feet; thence South 00°07'00" East 527.18 feet; thence North 89°53'00" East 413.14 feet to the point of beginning.

Less and Excepting therefrom the following described property:

A parcel of land in fee for a connector road incident to the reconstruction of a freeway known as Project No. 15-7, being part of an entire tract of property situate in the Southwest quarter of the Northeast quarter of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning in the Northerly Right of Way line of 9000 South Street at the Southeast corner of said entire tract, which point is 439.269 meters South 89°53'00" West along the monument line in said 9000 South Street and 22.250 meters North 00°07'00" West from a Salt Lake County Monument in the intersection of 9000 South Street and State Street Note: said point of beginning is also 394.716 meters (by deed, but 397.313 meters by measurement) East and 49.801 meters (by deed, but 50.562 meters by measurement) North from the center of Section 1 said point of beginning being 8.967 meters perpendicularly distant Westerly from the centerline of said connector road known as Monroe Street North of said project at Engineer Station 12 + 016.237; and running thence North 00°07'00" West 8.000 meters along the Easterly boundary line of said entire tract to a point 8.939 meters perpendicularly distant Westerly from said centerline at Engineer Station 12 + 024.237; thence South 44°53'00" West 11.314 meters to the Southerly boundary line of said entire tract and the Northerly Right of Way line of 9000 South Street; thence North 89°53'00" East 8.000 meters along said Southerly boundary line and Northerly Right of Way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

Also, less and excepting therefrom the following described property:

A parcel of land in fee for a connector road incident to the reconstruction of a freeway known as Project No. 15-7, being part of an entire tract of property situate in the Southwest quarter of the Northeast quarter of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the Northeast corner of said entire tract, which point is 439.269 meters South 89°53'00" West along the monument line in 9000 South Street and 182.935 meters North 00°07'00" West from a Salt Lake County monument in the intersection of said 9000 South Street and State Street Note: said point of beginning is also 396.986 meters North 89°58'43" East along the quarter section line and 211.097 meters North from the center of said Section 1, said point of beginning being 8.401 meters perpendicularly distant Westerly from the centerline of said connector road known as Monroe Street North of said project at Engineer Station 12 + 176.921; and running thence South 00°07'00" East 9.010 meters along the Easterly boundary line of said entire tract to a point which is 8.432 meters perpendicularly distant Westerly from the centerline of said connector road at Engineer Station 12 + 167.911; thence North 45°07'00" West 12.742 meters to the Northerly boundary line of said entire tract at a point 9.445 meters perpendicularly distant Southerly from the centerline of a connector road known as 8920 South Street of said project at Engineer Station 18 + 408.844; thence North 89°53'00" East 9.010 meters along said Northerly boundary line parallel to said centerline to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The following is shown for informational purposes only: Tax ID No. 27-01-251-022

PARCEL B:

BEGINNING at a point on the North line of 8920 South Street, said point being West 1474.93 feet and North 657.55 feet from the brass cap monument located at the intersection of 9000 South Street and State Street, said monument being South 89°50'20" East 94.93 feet and North 00°02'55" West 95.06 feet from the East quarter corner of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence along the North line of 8920 South Street the following five (5) courses: South 89°53'49" West 597.11 feet; North 88°04'13" West 143.38 feet; Northwesterly along the arc of a 457.05 foot radius non tangent curve to the right, through a central angle of 50°03'00", a distance of 399.25 feet to a point of non tangency (chord bears North 65°04'40" West 386.677 feet); North 26°03'54" West 138.34 feet; North 16°07'51" West 15.94 feet; thence North 89°58'32" East 1166.67 feet to a point on the proposed West line of Monroe Street; thence along said proposed West line the following six (6) courses: South 00°10'14" West 9.21 feet; South 00°00'21" East 17.92 feet to a point of curvature with a 1014.24 foot radius curve to the left; Southeasterly along the arc of said curve, through a central angle of 06°13'03", a distance of 110.06 feet; South 06°13'24" East 96.84 feet to a point of curvature with a 462.12 foot radius curve to the right, Southeasterly along the arc of said curve, through a central angle of 05°24'45" a distance of 43.66 feet to a point of non tangency and South 44°32'00" West 42.07 feet to the North line of 8920 South Street and the point of beginning.

The following is shown for informational purposes only: Tax ID No. 27-01-251-034 & 27-01-251-035

PARCEL C:

The East 10 feet of Lot 1 and all of Lot 2, Ark Subdivision, according to the official plat thereof, filed in Book "77-1" of Plats, at Page 20, of the official Records of the Salt Lake County Recorder.

PARCEL C-1:

A non-exclusive 25.00 foot wide right-of-way limited to use in connection with adjoining property to which it is appurtenant, and the center line of which is described as follows:

Beginning on the North line of 9000 South Street, said point being South 89°53" West along the center line of 9000 South Street 1866.81 feet and North 0°07' West 73.00 feet from an existing monument in the intersection of 9000 South and State Street, said point being also North 162.60 feet and East 869.86 feet from the center of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 0°07' West 214.50 feet; thence South 89°53' West 444.00 feet, more or less, to the Easterly line of 240 West Street.

The following is shown for informational purposes only: Tax ID No. 27-01-251-021 and 27-01-251-027

PARCEL D:

BEGINNING at a point on the West line of Monroe Avenue, said point being South 89°59'27" West 1356.50 feet, and South 0°13'42" West 248.30 feet from the Northeast corner of Section 1, Township 3 South, Range 1 West, Salt Lake Meridian, and running thence South 89°59'27" West 333.21 feet; thence South 0°13'42" West 215.00 feet; thence South 89°59'27" West 427.25 feet; thence North 0°13'42" East 297.87 feet; thence North 89°59'27" East 360.46 feet; thence South 0°13'42" West 52.00 feet; thence North 89°59'27" East 400.00 feet to the West line of Monroe Avenue, thence South 0°13'42" West 30.87 feet along said West line of Monroe Avenue to the point of BEGINNING.

PARCEL D-1:

A Non-Exclusive right of way for incidental purposes over and across the following:

COMMENCING 1340 feet Westerly along an East and West fence from the Northeast corner of said Section 1, Township 3 South, Range 1 West, Salt Lake Meridian; thence South 1263 feet; thence West 16.5 feet; thence North 1263 feet; thence East 16.5 feet to the place of COMMENCEMENT.

As disclosed by that certain Warranty Deed recorded March 21, 1978 as Entry No. 3080434.

The following is shown for informational purposes only: Tax ID No. 27-01-201-029

PARCEL E:

BEGINNING South 0°01'26" West 464.42 feet from the North Quarter corner of Section 1, Township 3 South, Range 1 West, Salt Lake Meridian; thence North 0°01'26" East 1.32 feet; thence East 877.72 feet, more or less; thence South 1.32 feet, more or less; thence South 89°59'27" West 877.72 feet, more or less, to the point of BEGINNING.

The following is shown for informational purposes only: Tax ID No. 27-01-201-038

MILLER FAMILY REAL ESTATE, L.L.C.,
a Utah limited liability company

By 
Lawrence H. Miller, Operating Manager