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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
NATIONAL TITLE AGENCY LLC  
BY: CDC, DEPUTY - WI 7 P.

WHEN RECORDED MAIL TO:

WEST VALLEY CITY  
3600 South Constitution Blvd.  
West Valley City, Utah 84119

### EASEMENT

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the limitations hereinafter contained, MILLER SAGE GATE ASSOCIATES, LLC, a Utah limited liability company, as GRANTOR, hereby grants, conveys, sells, and sets over unto WEST VALLEY CITY, a municipal corporation of the State of Utah, hereinafter referred to as GRANTEE, its successors and assigns, (i) a perpetual, non-exclusive right-of-way and easement for a public, non-motorized pedestrian and bicycle trail for recreational purposes over those areas graphically designated on Exhibit "A" attached hereto and labeled "Cross Towne Trail" (herein the "Trail"); (ii) a perpetual, non-exclusive public right-of-way and easement for recreational purposes within and upon the park and pavilion areas designated on Exhibit "A" (herein the "Park"); and (iii) a perpetual, non-exclusive public right-of-way and easement for pedestrian and vehicular access and parking upon that certain private street and Public Parking area designated on Exhibit "A" (herein the "Private Street") (the easements granted in (i), (ii), and (iii) collectively referred to as the "Easements"). The Easements granted herein are located upon the GRANTOR's property within the boundaries of that certain real property located in West Valley City, Salt Lake County, State of Utah, more particularly described in Exhibit "B" attached hereto.

Use of the Easements by the Grantee for its benefit and the benefit of the public is limited to those times beginning each day, one half hour prior to dawn and ending one half hour after sunset. Use of each area of the Easements is limited to the uses for which the areas have been improved and designated (i.e. the park is not designated for the parking of vehicles and the same shall not be a permitted use under the terms of these Easements).

The Grant of Easements made herein by Grantor is in reliance upon and pursuant to the provisions of Utah Code Annotated, Section 57-14-1, *et. seq.*, Limitation of Landowner Liability - Public Recreation, including any amended or replacement provisions thereof. Should those provisions be amended, superseded, or repealed, the Grant of Easements shall remain in full force and effect. Grantor and Grantor's successors and assigns shall indemnify and hold harmless Grantee against any cause of action, suit, loss, damage, or claim relating to the public use or condition of the Easements.

The Grant of Easements specified above is to be for the benefit of the Grantee, its successors and assigns, with the right of ingress, egress and use to the public and in said Grantee, its officers, employees, agents, and assigns, limited to the uses, periods and terms specified herein.

Section 57-14-1 notwithstanding, the Grantor and its successors and assigns shall have the obligation solely to Grantee, and not to the public at large, to install, maintain, and operate

the Easements. The Easements shall be maintained at a level acceptable to the Grantee and at a level that is safe and appropriate for recreational activity. Nothing herein shall preclude the Grantor or its successors and assigns from seeking compensation from any person who negligently or intentionally damages or destroys any improvements constituting any part of the same.

Grantor shall not build, construct, or permit to be built or constructed any building or other improvement over or across the area of the Easements, except as contemplated in Exhibit "A", without the written consent of Grantee. This right-of-way and easement grant shall be binding upon and inure to the benefit of the successors and assigns of the Grantor and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

IN WITNESS WHEREOF, the Grantor has executed this easement, this 3<sup>rd</sup> day of April, 2013.

"GRANTOR"

MILLER SAGE GATE ASSOCIATES, LLC, a Utah limited liability company

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

By: [Signature]  
Jay M. Minnick, its CEO

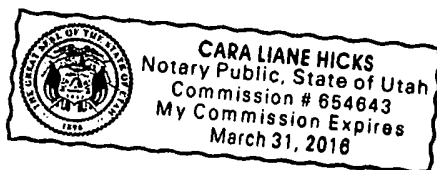
STATE OF UTAH )  
 )  
 :ss.  
COUNTY OF SALT LAKE )

On the 3<sup>rd</sup> day of April, 2013, personally appeared before me Jay M. Minnick, who being duly sworn, did say that he/she is the CEO of Miller Development Company, Inc., a Utah corporation, the Manager of Miller Sage Gate Associates, LLC, a Utah limited liability company, and that the foregoing instrument was signed in behalf of Miller Sage Gate Associates, LLC by authority of its operating agreement and said Jay M. Minnick acknowledged to me that Miller Sage Gate Associates, LLC executed the same.

[Signature]  
Notary Public

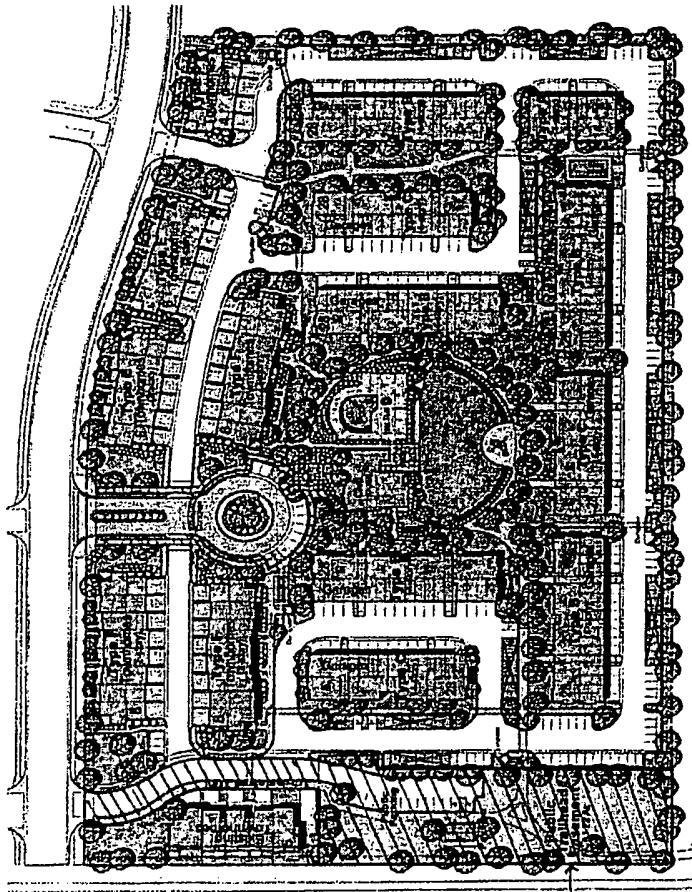
Residing In:

My Commission Expires: March 31, 2016



# EXHIBIT "A"

(Graphic Description of Easements)



### Site Summary

<b>Residential Units</b>	
Proposed Townhomes	42
Apartment (1, 2 & 3 Bed)	279
<b>Total Units</b>	<b>321</b>
<b>Marketing Schedule</b>	
1. Pre-construction	12
2. Construction	1, 1.5, 1.42, 60
3. Occupancy	1, 1.5, 1.5, 201
3.4. Occupancy	2, 110, 220
<b>Total Required Parking</b>	<b>504</b>
<b>Parking Provided</b>	
Construction, One Month	80
Construction, One Month	80
Two Month Duration	174
Private Storage	125
Surface Storage	102
Carport	111
Public Parking	11
<b>Total Parking</b>	<b>543</b>
<b>Open Space</b>	
Total Open Space	5.44 Ac
Public Open Space	1.0 Ac
Total Open Space	6.44 Ac
Private (Lot Storage)	301 Sq
Public Open Space	1,215 SF
Private Open Space	9,108 SF
<b>Land Use Summary</b>	
Residential Units	2,397 Sq. Ft. (0.055 Ac)
Surface & Private	4,231 Sq. Ft. (0.096 Ac)
Open Space & Walkway	9,323 Sq. Ft. (0.214 Ac)

**Proposed Site Plan**  
Sage Gate at Haymes Landing, West Valley City, Utah

January 9, 2013

EXHIBIT "B"

(Legal Description of Easement Area)

### Legal Description

Beginning at a point on the west right-of-way line of Anna Caroline Drive, said point also being North 89°50'22" West 687.59 feet along the section line and North 1,238.29 feet from the Southeast Corner of Section 23, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running

Thence North 89°44'54" West 14.57 feet;

Thence Southwesterly 51.47 feet along the arc of a 81.50 feet radius curve to the left (center bears South 00°15'06" West and the chord bears South 72°09'35" West 50.62 feet with a central angle of 36°11'01");

Thence South 54°04'05" West 13.12 feet;

Thence Southwesterly 59.04 feet along the arc of a 93.50 feet radius curve to the right (center bears North 35°55'55" West and the chord bears South 72°09'29" West 58.07 feet with a central angle of 36°10'48");

Thence North 89°45'07" West 109.58 feet;

Thence Northwesterly 10.06 feet along the arc of a 113.50 feet radius curve to the right (center bears North 00°14'53" East and the chord bears North 87°12'50" West 10.05 feet with a central angle of 05°04'34");

Thence South 00°15'06" West 3.16 feet;

Thence North 89°33'05" West 62.77 feet;

Thence North 00°26'55" East 15.77 feet;

Thence North 89°33'05" West 314.70 feet;

Thence North 00°21'35" East 112.67 feet;

Thence South 89°44'16" East 372.17 feet;

Thence South 00°13'03" West 88.22 feet;

Thence Southeasterly 4.15 feet along the arc of a 10.00 feet radius curve to the left (center bears North 32°20'51" East and the chord bears South 69°32'19" East 4.12 feet with a central angle of 23°46'20");

Thence Southeasterly 11.19 feet along the arc of a 77.00 feet radius curve to the left (center bears North 08°34'30" East and the chord bears South 85°35'19" East 11.18 feet with a central angle of 08°19'38");

Thence South 89°45'07" East 109.58 feet;

Thence Northeasterly 36.13 feet along the arc of a 57.00 feet radius curve to the left (center bears North 00°14'53" East and the chord bears North 72°05'17" East 35.53 feet with a central angle of 36°19'12");

Thence North 53°55'41" East 18.65 feet;

Thence Northeasterly 70.96 feet along the arc of a 110.00 feet radius curve to the right (center bears South 36°04'19" East and the chord bears North 72°24'31" East 69.74 feet with a central angle of 36°57'40");

Thence South 89°46'48" East 13.45 feet;

Thence South 00°28'08" West 38.50 feet to the point of beginning.

Contains 52,825 Square Feet or 1.213 acres.

WEST VALLEY CITY, UTAH

RESOLUTION NO. 13-42

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF AN ACCESS AND RECREATION EASEMENT FROM MILLER SAGE GATE ASSOCIATES, LLC, FOR PROPERTY LOCATED WITHIN THE APARTMENT DEVELOPMENT AT 2606 SOUTH ANNA CAROLINE DRIVE.

WHEREAS, the City Council recently approved a Development Agreement with Colony Partners for a 278 unit apartment development at 2606 South Anna Caroline; and

WHEREAS, the project includes the Cross Towne Trail along the north portion of the property, as well as a trailhead park with associated parking; and

WHEREAS, as a condition of approval of the Development Agreement, Colony Partners agreed to grant to the City a public recreational easement to provide access to the Cross Towne Trail and trailhead park; and

WHEREAS, Miller Sage Gate Associates, LLC ("Miller Sage") is bound by that Development Agreement; and

WHEREAS, a document entitled "Easement" has been signed by Miller Sage for a public recreation easement; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety and welfare of the citizens of West Valley City to accept said Easement from Miller Sage.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City that the document entitled "Easement" from Miller Sage is hereby approved, and that the Mayor is authorized to accept and the City Recorder is authorized to record said document for and on behalf of West Valley City.

PASSED, APPROVED and MADE EFFECTIVE this 26<sup>th</sup> day of March, 2013.

WEST VALLEY CITY

*[Handwritten Signature]*

MAYOR

ATTEST:

*[Handwritten Signature]*  
CITY RECORDER

