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Gary W. Ott
Recorder, Salt Lake County, UT
SURETY TITLE
BY: eCASH, DEPUTY - EF 19 P.

WHEN RECORDED, MAIL TO:

Miller Crossing LLC
PO Box 2111
West Jordan, UT 84084

Attn.: Lynn Bowler

Tax ID 26-25-400-066

Affecting Tax Parcel Numbers: _____

STORM DRAIN LINE AND RETENTION BASIN EASEMENT AGREEMENT

Master Development Retention Basin

THIS STORM DRAIN LINE AND RETENTION BASIN EASEMENT AGREEMENT (this "Agreement") is made and entered into to be effective as of December ____, 2016 (the "Effective Date"), by and between Jay B. Rindlisbacher and Jane Rindlisbacher, as to an undivided ¼ interest; Monty John Miller and Sharon Miller, as to an undivided 1/4 interest; J&J Miller Farms, LLC, a Utah limited liability company, as to an undivided 1/4 interest; Julie B. Owens, Ilene B. Madsen, Susan B. Lee and Kenneth E. Boehme, as to an undivided 7.951225% interest; Boehme Investments, LLC, a Utah limited liability company, as to an undivided 7.7% interest; Margaret M. Boehme, Trustee of the Margaret M. Boehme Charitable Remainder Unitrust under agreement dated August 21, 2006, as to an undivided 6.184% interest; and Margaret Boehme aka Margaret M. Boehme, individually, as to an undivided 3.164775% interest (collectively referred to herein as "Grantor"), and Miller Crossing LLC, a Utah Limited Liability Company and/or Assigns ("Grantee"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant unto Grantee, its successors and assigns the following two easements:

1. A perpetual easement (the "Storm Drain Line Easement") to construct, operate, repair, and maintain a storm water drain line and related facilities (collectively, the "Storm Drain Line") upon, under and across that certain parcel of real property (the "Storm Drain Line Easement Area"), which is more particularly described as follows:

That certain parcel of real property located in Salt Lake County, State of Utah, more particularly described as follows:

Beginning at a point being South 89°52'58" East 698.77 feet along the section line and North 1,356.39 feet from the South Quarter Corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence Northwesterly 20.00 feet along the arc of a 1,447.00 foot radius curve to the left (center bears South 52°42'49" West and the chord bears North 37°40'56" West 20.00 feet with a central angle of 00°47'31");

thence North 52°29'44" East 162.77 feet;

thence South 37°38'01" East 20.00 feet;

thence South 52°29'44" West 162.76 feet to the point of beginning.

COURTESY RECORDING
This document is being recorded solely as a courtesy and an accommodation to the parties named therein. SURETY TITLE AGENCY hereby expressly disclaims any responsibility or liability for the accuracy of the content thereof.

Contains 3,255 Square Feet or 0.075 Acres

2. A perpetual easement (the "Retention Basin Easement") to construct, operate, repair and maintain a storm water retention basin and related facilities (collectively, the "Retention Basin"), upon, under and across that certain parcel of real property (the "Retention Basin Easement Area"), which is more particularly described as follows:

That certain parcel of real property located in Salt Lake County, State of Utah, more particularly described as follows:

Beginning at a point being South 89°52'58" East 886.55 feet along the section line and North 1,379.78 feet from the South Quarter Corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence North 37°38'01" West 241.02 feet;

thence Northeasterly 61.22 feet along the arc of a 40.00 foot radius curve to the right (center bears North 52°21'59" East and the chord bears North 06°12'37" East 55.42 feet with a central angle of 87°41'16");

thence North 50°03'15" East 125.85 feet;

thence Southeasterly 63.33 feet along the arc of a 40.00 foot radius curve to the right (center bears South 39°56'45" East and the chord bears South 84°35'21" East 56.92 feet with a central angle of 90°42'48");

thence South 39°13'57" East 180.94 feet;

thence South 29°46'30" East 76.53 feet;

thence Southwesterly 58.67 feet along the arc of a 40.00 foot radius curve to the right (center bears South 60°13'30" West and the chord bears South 12°14'38" West 53.55 feet with a central angle of 84°02'17");

thence South 54°15'47" West 120.76 feet;

thence Norhtwesterly 61.51 feet along the arc of a 40.00 foot radius curve to the right (center bears North 35°44'13" West and the chord bears North 81°41'07" West 55.62 feet with a central angle of 88°06'12") to the point of beginning.

Contains 65,892 Square Feet or 1.513 Acres

The approximate locations of the Storm Drain Line Easement Area and the Retention Basin Easement Area are shown on the site plan (the "Site Plan"), attached hereto as Exhibit A and incorporated herein by this reference.

The Storm Drain Line Easement and the Retention Basin Easement are granted by Grantor to Grantee for the benefit of that certain parcel of real property owned by Grantee, which

Grantee intends to develop as a residential subdivision (the "Development Parcel"). The Development Parcel is more particularly described as follows:

That certain parcel of real property located in Salt Lake County, State of Utah, more particularly described as follows:

Beginning at a point being South 89°52'44" East 2,625.58 feet along the section line and North 1,319.98 feet from the Southwest Corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence North 00°10'06" West 156.81 feet;
thence North 89°49'54" East 0.78 feet;
thence North 02°20'09" West 265.13 feet;
thence North 09°45'14" West 71.40 feet;
thence North 25°20'41" West 79.69 feet;
thence North 36°54'31" West 40.98 feet;
thence Northeasterly 78.76 feet along the arc of a 1,533.00 foot radius curve to the left (center bears North 36°54'31" West and the chord bears North 51°37'11" East 78.75 feet with a central angle of 02°56'37");
thence North 50°08'52" East 193.71 feet;
thence South 39°50'55" East 891.37 feet;
thence Southeasterly 47.39 feet along the arc of a 1,447.00 foot radius curve to the right (center bears South 50°08'52" West and the chord bears South 38°54'50" East 47.39 feet with a central angle of 01°52'35");
thence South 53°04'25" West 205.33 feet;
thence Northwesterly 22.95 feet along the arc of a 773.50 foot radius curve to the left (center bears South 51°50'52" West and the chord bears North 39°00'08" West 22.95 feet with a central angle of 01°42'00");
thence North 39°51'08" West 80.38 feet;
thence Southwesterly 78.72 feet along the arc of a 182.20 foot radius curve to the right (center bears North 38°29'28" West and the chord bears South 63°53'11" West 78.11 feet with a central angle of 24°45'17");
thence North 37°35'30" West 121.58 feet;
thence South 75°23'27" West 151.81 feet;
thence South 85°00'27" West 122.34 feet;
thence South 64°46'33" West 42.19 feet;
thence North 89°53'03" West 48.71 feet to the point of beginning.

Contains 342,976 Square Feet or 7.874 Acres.

AND ALSO:

Beginning at a point being South 89°52'44" East 2,723.82 feet along the section line and North 740.43 feet from the Southwest Corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence North 04°53'04" West 581.77 feet;
thence North 64°46'33" East 42.19 feet;
thence North 85°00'27" East 122.34 feet;
thence North 75°23'27" East 151.81 feet;
thence South 37°35'30" East 121.58 feet;
thence Northeasterly 78.72 feet along the arc of a 182.20 foot radius curve to the left (center bears North 13°44'10" West and the chord bears North 63°53'11" East 78.11 feet with a central angle of 24°45'17");
thence South 39°51'08" East 80.38 feet;
thence Southeasterly 22.95 feet along the arc of a 773.50 foot radius curve to the right (center bears South 50°08'52" West and the chord bears South 39°00'08" East 22.95 feet with a central angle of 01°42'00");
thence North 53°04'25" East 205.33 feet to the point of beginning.

Contains 457,789 Square Feet or 10.509 Acres

The Storm Drain Line Easement and the Retention Basin Easement are collectively referred to herein as the "Easements." The Easements are appurtenant to and run with the land comprising the Development Parcel. With respect to the Easements, the Development Parcel shall be deemed to be the dominant property, and Easement Areas shall be deemed to be the servient property. The Easements are for the use and benefit of the following parties (the "Benefited Parties"):

- (a) Grantee, as the owner of the Development Parcel, and its successors and assigns as owners of all or any portion of Development Parcel; and
- (b) All property owner associations that may be formed or created for the purpose of operating and managing all or any portion of the Development Parcel for the benefit of the owners of residential lots located on the Development Parcel (the "Associations").

Grantor, at Grantor's sole cost and expense, shall construct and install the underground storm water drain pipes (the "Storm Drain Line") within the Storm Drain Line Easement Area to transport the flow of the storm water discharged from the Development Parcel through the Storm Drain Line Easement Area to the Retention Basin Easement Area. Grantor shall also be responsible for the costs and expenses incurred in the construction of the retention basin located upon or within the Retention Basin Easement Area (the "Retention Basin Improvements" and, together with the Storm Drain Line, the "Facilities"). Following the initial construction of the Facilities within the Storm Drain Line Easement Area and the Retention Basin Easement Area,

Grantor shall be responsible for the costs and expenses incurred to maintain and repair the Facilities.

Grantor reserves and retains the right for Grantor to use the Easement Areas, provided that such use shall not unreasonably interfere with the operation, use, maintenance and repair of the Facilities by Grantee and the Benefited Parties or any other rights granted to Grantee and to the Benefited Parties hereunder.

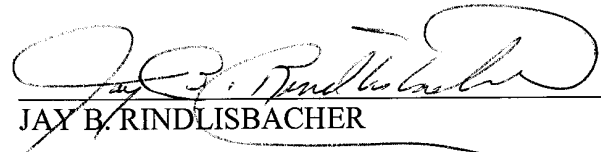
All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the respective successors and assigns of Grantor and Grantee.

The Easements shall automatically terminate and be of no further force or effect at such time as the Easement Areas and Facilities are publically dedicated to, and accepted by, a governmental entity that accepts the Facilities and the responsibility to maintain, repair and replace the same.

Grantor shall have the right to grant to Grantee new perpetual easements (the "Replacement Easements") upon different easement areas to replace the Easements granted to Grantee pursuant to this Agreement, provided that Grantor shall be responsible for all of the costs and expenses to construct the improvements (the "Replacement Facilities") for the Replacement Easements and provided that the Replacement Easements and the Replacement Facilities have been approved in advance by Herriman City and by Grantee, which approval by Grantee shall not be unreasonably withheld or delayed.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed by persons duly authorized to execute the same effective as of the date on this 21st day of December, 2016.


GRANTOR:



JAY B. RINDLISBACHER

STATE OF UTAH)
COUNTY OF Salt Lake : ss.

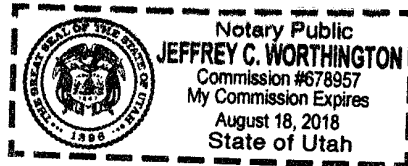
The foregoing instrument was acknowledged before me this 21 day of December, 2016, by JAY B. RINDLISBACHER.



Notary Public
Residing at: Salt Lake

My Commission Expires:

8/18/18



Jane Rindlisbacher
JANE RINDLISBACHER

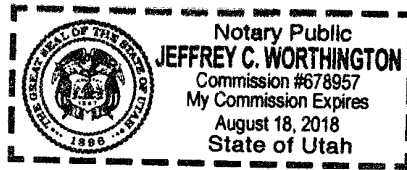
STATE OF UTAH)
COUNTY OF Salt Lake ss.

The foregoing instrument was acknowledged before me this 21 day of December, 2016, by JANE RINDLISBACHER.

J. C. Worthington
Notary Public
Residing at: Salt Lake

My Commission Expires:

8/18/18



Monty John Miller
MONTY JOHN MILLER

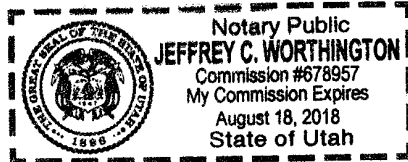
STATE OF UTAH)
COUNTY OF Salt Lake : ss.

The foregoing instrument was acknowledged before me this 21 day of December, 2016, by MONTY JOHN MILLER.

[Signature]
Notary Public
Residing at: Salt Lake

My Commission Expires:

8/18/18



Sharon Miller
SHARON MILLER

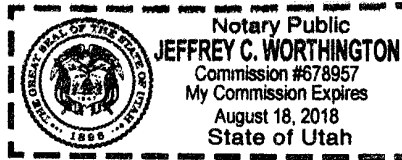
STATE OF UTAH)
COUNTY OF Salt Lake ss.

The foregoing instrument was acknowledged before me this 21 day of December, 2016, by SHARON MILLER.

[Signature]
Notary Public
Residing at: Salt Lake

My Commission Expires:

8/18/18



J&J MILLER FARMS, LLC,
a Utah limited liability company

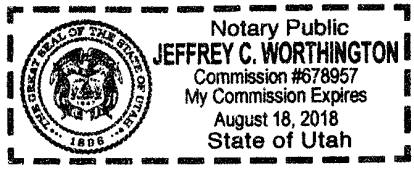
By: James E. Miller
Name: _____
Title: Manager

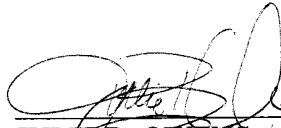
STATE OF UTAH)
COUNTY OF Salt Lake ss.

The foregoing instrument was acknowledged before me this 21 day of December, 2016, by James E. Miller, in such person's capacity as the Manager of J&J MILLER FARMS, LLC, a Utah limited liability company.

[Signature]
Notary Public
Residing at: Salt Lake

My Commission Expires:
8/18/18






JULIE B. OWENS

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

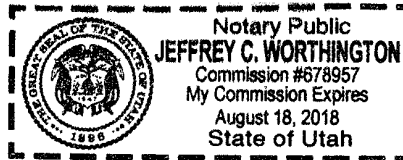
The foregoing instrument was acknowledged before me this 21 day of December, 2016, by JULIE B. OWENS.



Notary Public
Residing at: Salt Lake

My Commission Expires:

8/18/18



Ilene B. Madsen
ILENE B. MADSEN

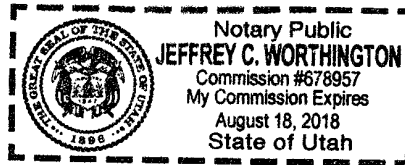
STATE OF UTAH)
COUNTY OF Salt Lake: ss.

The foregoing instrument was acknowledged before me this 21 day of December, 2016, by ILENE B. MADSEN.

Jeffrey C. Worthington
Notary Public
Residing at: Salt Lake

My Commission Expires:

8/18/18



Susan B. Lee
SUSAN B. LEE

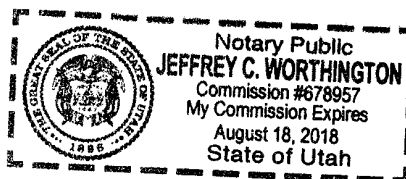
STATE OF UTAH)
COUNTY OF Salt Lake : ss.

The foregoing instrument was acknowledged before me this 21 day of December, 2016, by SUSAN B. LEE.

Jeffrey C. Worthington
Notary Public
Residing at: Salt Lake

My Commission Expires:

8/18/18



Kenneth E. Boehme
KENNETH E. BOEHME

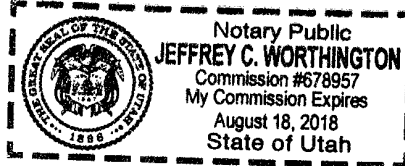
STATE OF UTAH)
COUNTY OF Salt Lake ss.

The foregoing instrument was acknowledged before me this 21 day of December, 2016, by KENNETH E. BOEHME.

JCW
Notary Public
Residing at: Salt Lake

My Commission Expires:

8/18/18



BOEHME INVESTMENTS, LLC,
a Utah limited liability company

By: *Kenneth Ege*
Name: _____
Title: *Manager*

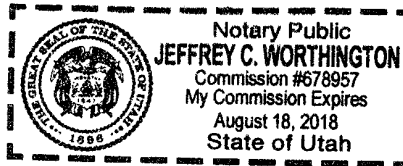
STATE OF UTAH)
 : ss.
COUNTY OF *Salt Lake*

The foregoing instrument was acknowledged before me this *21* day of December, 2016, by *Kenneth C. Boehme*, in such person's capacity as the *manager* of BOEHME INVESTMENTS, LLC, a Utah limited liability company.

Jeffrey C. Worthington
Notary Public
Residing at: *Salt Lake*

My Commission Expires:

8/18/18



Susan B. Lee *Susan B. Lee, Trustee*
MARGARET M. BOEHME, AS TRUSTEE OF
THE MARGARET M. BOEHME CHARITABLE
REMAINDER UNITRUST UNDER
AGREEMENT DATED AUGUST 21, 2006

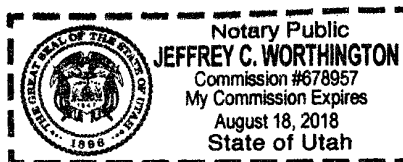
STATE OF UTAH)
COUNTY OF *Salt Lake* : ss.
Susan B Lee

The foregoing instrument was acknowledged before me this *21* day of December, 2016, by ~~MARGARET M. BOEHME~~, AS TRUSTEE OF THE MARGARET M. BOEHME CHARITABLE REMAINDER UNITRUST UNDER AGREEMENT DATED AUGUST 21, 2006.

[Signature]
Notary Public
Residing at: *Salt Lake*

My Commission Expires:

8/18/18



Margaret Boehme
MARGARET BOEHME aka MARGARET M.
BOEHME

STATE OF UTAH

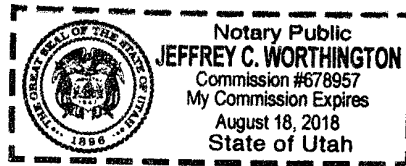
COUNTY OF Salt Lake ss.

The foregoing instrument was acknowledged before me this 21 day of December, 2016, by MARGARET BOEHME aka MARGARET M. BOEHME.

Jeffrey C. Worthington
Notary Public
Residing at: Salt Lake

My Commission Expires:

8/18/18



GRANTEE:

MILLER CROSSING LLC,
a Utah Limited Liability Company

By: [Signature]
Name: R. Lynn Bowler
Title: Manager

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

The foregoing instrument was acknowledged before me this 21 day of December, 2016, by R. Lynn Bowler, in such person's capacity as the manager of ~~The~~ Miller Crossing LLC, a Utah Limited Liability Company.

[Signature]
Notary Public
Residing at: Salt Lake

My Commission Expires:

[Signature] 8/18/18

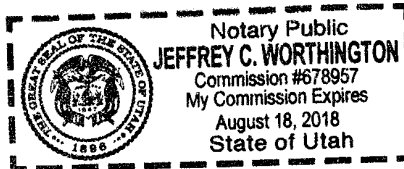


EXHIBIT A
TO
STORM DRAIN EASEMENT

SITE PLAN DEPICTING THE APPROXIMATE LOCATIONS
OF THE EASEMENT AREAS

