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Gary W. Ott
Recorder, Salt Lake County, UT
SURETY TITLE
BY: eCASH, DEPUTY - EF 18 P.

WHEN RECORDED, MAIL TO:

Miller Crossing LLC
PO Box 2111
West Jordan, UT 84084

Attn.: Lynn Bowler
Tax ID 76-25-400-066

Affecting Tax Parcel Numbers: _____

STORM DRAIN LINE AND RETENTION BASIN EASEMENT AGREEMENT

Phase 2 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 560.66 feet along the section line and North 1,240.95 feet from the South Quarter Corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence North 36°55'35" West 26.49 feet;
thence North 53°04'25" East 20.00 feet;
thence South 36°55'35" East 27.10 feet;
thence South 55°19'12" West 16.72 feet;
thence Southwesterly 3.30 feet along the arc of a 30.00 foot radius curve to the left (center bears South 34°40'48" East and the chord bears South 52°10'08" West 3.30 feet with a central angle of 06°18'08") 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 534 Square Feet or 0.012 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 620.53 feet along the section line and North 1,114.35 feet from the South Quarter Corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence North 36°43'02" West 107.46 feet;

thence Northeasterly 48.19 feet along the arc of a 30.00 foot radius curve to the right (center bears North 53°16'58" East and the chord bears North 09°18'05" East 43.17 feet with a central angle of 92°02'15");

thence North 55°19'12" East 114.52 feet;

thence Southeasterly 37.91 feet along the arc of a 25.00 foot radius curve to the right (center bears South 34°40'48" East and the chord bears South 81°14'18" East 34.38 feet with a central angle of 86°52'58");

thence South 37°47'49" East 104.13 feet;

thence Southwesterly 37.75 feet along the arc of a 25.00 foot radius curve to the right (center bears South 52°12'11" West and the chord bears South 05°27'51" West 34.27 feet with a central angle of 86°31'20");

thence South 48°43'31" West 116.56 feet;

thence Northwesterly 49.51 feet along the arc of a 30.00 foot radius curve to the right (center bears North 41°16'29" West and the chord bears North 83°59'46" West 44.08 feet with a central angle of 94°33'27") to the point of beginning.

Contains 26,824 Square Feet or 0.616 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.

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").

Grantee, at Grantee'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. Grantee 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, Grantee 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.

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)
 : ss.
COUNTY OF Salt Lake

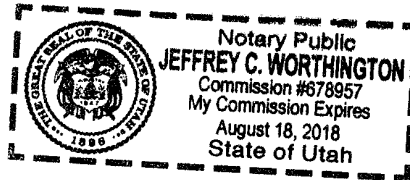
The foregoing instrument was acknowledged before me this 21 day of December, 2016, by JAY B. RINDLISBACHER.



Notary Public
Residing at: Salt Lake

My Commission Expires:

8/18/18



Jane Rindlisbacher
JANE RINDLISBACHER

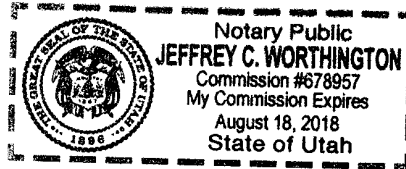
STATE OF UTAH)
COUNTY OF Salt Lake SS.

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

[Signature]
Notary Public
Residing at: Salt Lake

My Commission Expires:

8/18/18



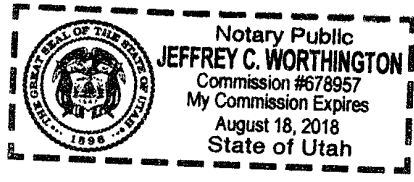
Monty John Miller
MONTY JOHN MILLER

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.

JFW
Notary Public
Residing at: Salt Lake

My Commission Expires:
8/18/18



Sharon Miller
SHARON MILLER

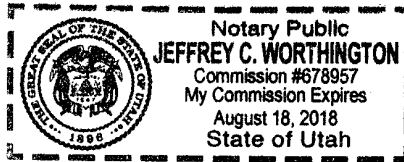
STATE OF UTAH)
COUNTY OF Salt Lake ss.

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

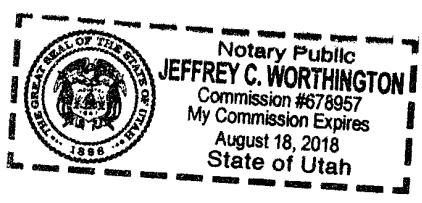
By: James E. Miller
Name: _____
Title: manager


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.

Jeffrey C. Worthington
Notary Public
Residing at: Salt Lake

My Commission Expires:
8/18/18

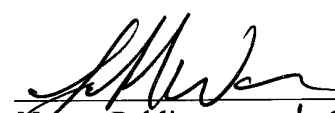




JULIE B. OWENS

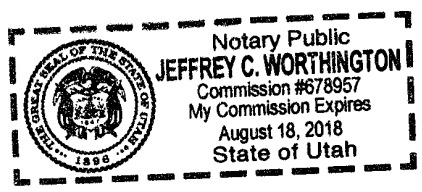
STATE OF UTAH)
COUNTY OF Salt Lake ss.

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

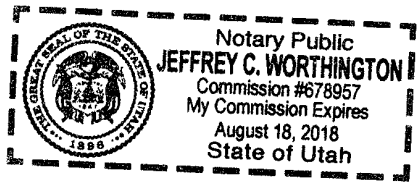
STATE OF UTAH)
COUNTY OF Salt Lake SS.


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

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

My Commission Expires:


8/18/18




SUSAN B. LEE

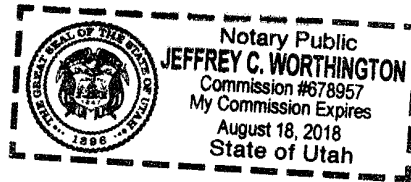
STATE OF UTAH)
COUNTY OF Salt Lake ss.

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


Notary Public
Residing at: Salt Lake

My Commission Expires:

8/18/18



Kenneth E. Boehme
KENNETH E. BOEHME

STATE OF UTAH

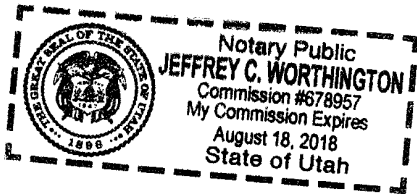
COUNTY OF Salt Lake ^{SS.}

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

Jeffrey C. Worthington
Notary Public
Residing at: Salt Lake

My Commission Expires:

8/18/18



BOEHME INVESTMENTS, LLC,
a Utah limited liability company

By: *Kenneth E Boehme*
Name: _____
Title: *manager*

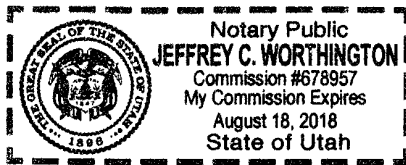
STATE OF UTAH)
COUNTY OF *Salt Lake* ss.

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

JCW
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

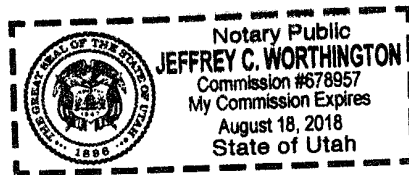
STATE OF UTAH)
COUNTY OF *Salt Lake* : ss.

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.

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

My Commission Expires:

8/18/18



Margaret Boehme
MARGARET BOEHME aka MARGARET M.
BOEHME

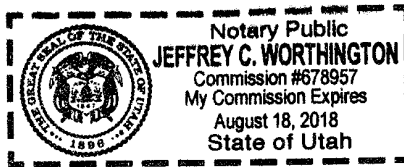
STATE OF UTAH)
COUNTY OF Salt Lake : ss.

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

[Signature]
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:

8/18/18

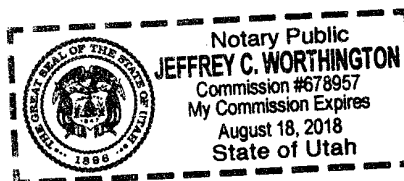


EXHIBIT A
TO
STORM DRAIN EASEMENT

SITE PLAN DEPICTING THE APPROXIMATE LOCATIONS
OF THE EASEMENT AREAS

