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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
BACKMAN TITLE SERVICES
BY: SEM, DEPUTY - WI 28 P.

When recorded, return to:
Miller Phase 3, LLC
14738 South Draper Woods Cove
Draper, Utah 84020

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5-009802

**JORDAN RIVER PROFESSIONAL PLAZA
EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (this "Agreement") is entered into as of the 13th day of July, 2005, by and among the following Land Owners:

Land Owners. Miller Keefe & Associates, Inc., a Utah corporation having an address of 311 S. State ST. #380, Salt Lake City, Utah 84111; Miller Phase 2, LLC, a Utah limited liability company having an address of 1268 W. South Jordan Parkway, Suite 103, South Jordan, Utah, 84095; Miller Phase 3, LLC, a Utah limited liability company having an address of 14738 South Draper Woods Cove, Draper, Utah, 84020; Miller Phase 4, LLC, a Utah limited liability company having an address of 14738 South Draper Woods Cove, Draper, Utah 84020; and the South Jordan Canal Company, a non-profit Utah corporation, having an address of 11515 South 1300 West, South Jordan, Utah, 84095 comprise the land owners. The Land Owners may be hereinafter collectively referred to as either "the Land Owners" or as "the Parties." The Jordan River Professional Plaza land owners comprising Miller Keefe & Associates, Inc., Miller Phase 2, LLC, Miller Phase 3, LLC, and Miller Phase 4, LLC are hereinafter collectively referred to as the "Plaza Parties".

WITNESETH:

WHEREAS, Miller Keefe & Associates, Inc. is the owner of a parcel of real property which is part of the Jordan River Professional Plaza located in the City of South Jordan, Salt Lake County, Utah, and more fully described in Exhibit "A" attached hereto (the "Miller Keefe Parcel"), which parcel is presently improved with an office building and related parking facilities, driveways and appurtenances; and

WHEREAS, Miller Phase 2, LLC is the owner of a parcel of real property which is part of the Jordan River Professional Plaza located in the City of South Jordan, Salt Lake County, Utah, and more fully described in Exhibit "B" attached hereto (the "Miller Phase 2 Parcel"), which parcel is presently improved with an office building and related parking facilities, driveways and appurtenances; and

WHEREAS, Miller Phase 3, LLC is the owner of a parcel of real property which is part of the Jordan River Professional Plaza located in the City of South Jordan, Salt Lake County, Utah, and more fully described in Exhibit "C" attached hereto (the "Miller Phase 3 Parcel"), which parcel is presently improved with a residential home which the Land Owners anticipate will be removed and replaced with an office building and related parking facilities, driveways and appurtenances; and

WHEREAS, the South Jordan Canal Company is the owner of a parcel of real property located in the City of South Jordan, Salt Lake County, Utah, and more fully described in Exhibit "D" attached hereto (the "South Jordan Canal Parcel"), which parcel is presently developed as a

canal and an improved dirt road that extends northwest from the South Jordan Parkway; and having granted an easement and maintenance agreement to Miller Phase 3, LLC and Miller Phase 2, LLC for the construction of a bridge as more fully described in Exhibit "E" (the specific bridge crossing easement is shown on pg. 1 exhibit B of Exhibit "E") attached hereto; and

WHEREAS, Miller Phase 4, LLC is the owner of a parcel of real property which is part of the Jordan River Professional Plaza and is located in the City of South Jordan, Salt Lake County, Utah, and more fully described in Exhibit "F" attached hereto (the "Miller Phase 4 Parcel"), which parcel is presently improved with a residential home which the Land Owners anticipate will be removed and replaced with a future office building and related parking facilities, driveways and appurtenances; and

WHEREAS, the Miller Keefe Parcel, the Miller Phase 2 Parcel, the Miller Phase 3 Parcel, and the Miller Phase 4 Parcel together comprise the Jordan River Professional Plaza, which is a commercial office community; and the South Jordan Canal Parcel, together comprise properties through which the Access Easement described herein traverses; and

WHEREAS, each Land Owner would like to utilize a portion of the various parcels described herein as a means to access their respective parcels, and therefore desire to grant a certain easement one to another solely for the purposes of providing access to their respective parcels and providing for maintenance of the easement so granted.

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the mutual promises herein contained, the Land Owners agree as follows:

ARTICLE I GRANT OF EASEMENT

1.1 Access Easement. The Land Owners hereby grant, declare and reserve for the mutual benefit of their respective Parcels and any and all parts thereof and for the mutual benefit of the present and future Owners of such Parcels of the Jordan River Professional Plaza and their Permittees, a permanent, mutual, nonexclusive right, license and easement for vehicular access, ingress and egress, on, over and across those portions of each party's Parcel depicted as the "Ingress/Egress Easement pages 1 & 2" on the Site Plan attached hereto as Exhibit "G" and more particularly described on Exhibit "H" attached hereto (the "Jordan River Professional Plaza Easement Agreement"). As used herein "Owner" or "Owners" shall mean the Land Owners listed in the Recitals above, as well as the successors or assigns of said Land Owners as the owner or owners of fee simple title to their respective Parcels, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property. "Permittees" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees, guests, and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).

1.2 Future Access Easement. Any future access acquired by the Plaza Parties shall also be granted to the South Jordan Canal Company.

1.3 Improvement of Parcels for Access Easement. Miller Keefe & Associates and Miller Phase 2, LLC have already improved the Access Easement within their property

boundaries. Miller Phase 3, LLC will be installing the roadway improvements and bridge contained within the Access Easement that pertains to its property boundaries. Miller Phase 4, LLC will be installing the roadway improvements contained within the Access Easement that pertains to its property boundaries. The Land Owners consent to the above mentioned improvements being installed and agree to allow a minimal encroachment by equipment, machines, and man power during installation. If during construction of improvements the Land Owners adjacent properties are disturbed, the Plaza Parties agree to restore them to pre-improvement condition.

ARTICLE II
TERM OF EASEMENT

This Agreement and the corresponding Access Easement granted herein shall be perpetual, unless otherwise sooner terminated as provided herein. This Agreement may be terminated either by written consent of the Land Owners, eminent domain, or by condemnation of all or a material portion of the Access Easement.

ARTICLE III
MAINTENANCE, OPERATION AND USE OF PARCELS AND ACCESS EASEMENT

3.1 Maintenance of Parcels. Plaza Party Landowner Miller Keefe & Associates, Inc. shall coordinate maintenance of the entire Access Easement, either by performing said maintenance itself or by contracting for the provision of maintenance. Maintenance expenses pertaining to the Access Easement shall be allocated only to those land owners associated with the Jordan River Professional Plaza as follows: one-fourth (1/4) to Miller Keefe & Associates, Inc., one-fourth (1/4) to Miller Phase 2, LLC, one-fourth (1/4) to Miller Phase 3, LLC, and one-fourth (1/4) to Miller Phase 4, LLC ("the Plaza Parties"). Land Owner South Jordan Canal Company shall not be required to contribute to any maintenance expenses. Maintenance expenses shall include, but not be limited to, snow removal, ice removal, re-surfacing and re-striping when necessary, pavement repair, lighting, and landscaping. The Plaza Parties shall operate and maintain their Parcels and all buildings and improvements situated thereon in a safe, clean and tenantable condition and in good order and repair.

3.2 Payment for Maintenance. The Plaza Parties shall remit payment for maintenance performed pursuant to paragraph 3.1 above in accordance with the following system:

3.2.1 Miller Keefe & Associates shall incur the initial liability for and remit payment on invoices to all providers for maintenance performed.

3.2.2 Miller Keefe & Associates shall then send to the other Jordan River Professional Plaza Land Owners copies of any and all invoices paid by Miller Keefe & Associates, coupled with an invoice issued by Miller Keefe & Associates for payment by the Plaza Owners to Miller Keefe & Associates in an amount equal to 1/4 the total amount of the copied invoices.

3.2.3 Miller Phase 2, LLC; Miller Phase 3, LLC; and Miller Phase 4, LLC shall remit payment on Miller Keefe & Associate's invoice within thirty (30) days of receipt.

3.3 Necessary Maintenance. Miller Phase 2, LLC; Miller Phase 3, LLC; and Miller Phase 4, LLC hereby authorizes Miller Keefe & Associates to incur maintenance expenses resulting in the proportional share due by Miller Phase 2, LLC; Miller Phase 3, LLC and Miller Phase 4, LLC not to exceed one thousand dollars (\$1,000.00) without prior notice. Miller Phase 2, LLC; Miller Phase 3, LLC; and Miller Phase 4, LLC will additionally be bound by Miller Keefe and Associates' decision to perform maintenance in excess of \$1,000.00; however, in that event, Miller Keefe & Associates will provide to the other Plaza Parties sixty (60) days' advance notice of the expense, and will allow thirty (30) days for payment of the invoices remitted in conjunction with the expense.

3.4 Insurance. The Plaza Parties agree to purchase and maintain on their respective Parcels commercial general liability insurance, on an occurrence basis, covering injuries to persons or property within their respective Parcels and the Access Easement, with single limit coverage of not less than One Million Dollars (\$1,000,000) or such greater amounts as may from time to time be reasonable and prudent under the circumstances. The Plaza Parties agree to consummate such purchase within 90 days of the execution of this Agreement. The Plaza Parties agree to provide evidence of insurance complying with the requirements hereunder to the other parties hereto within ten (10) business days of procurement of said insurance, or if such insurance has already been procured, within ten (10) business days of execution of this Agreement.

3.5 Condemnation or Eminent Domain. In the event of eminent domain or condemnation of all or any part of the Jordan River Professional Plaza Parcels by any duly constituted authority for a public or quasi-public use, that portion of the award attributable to the value of any land so taken within the area burdened by the easements granted herein (the "Easement Area") shall be payable to the Owner in fee thereof, and no claim thereon shall be made by any other party.

3.6 Maintenance Obligations Binding upon Successors. So long as the Access Easement shall remain in effect, the obligations under this Article III shall be binding upon the Plaza Parties and their successors or assigns as the owner or owners of fee simple title to their respective Parcels, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

ARTICLE IV MISCELLANEOUS

4.1 Default. In the event any party hereto fails to perform any of the terms, covenants and conditions herein contained for more than thirty (30) days after notice of non-performance shall have been given by one party to the other party, such failing party shall be considered in default of this Agreement; provided, however, that no party shall be considered in default of a non-monetary obligation so long as it commences curing its default within thirty (30) days of receipt of notice and proceeds diligently and in good faith to effect such cure. The party who has served written notice of default on the other party may elect any or all of the following remedies against the defaulting party:

(a) the right to cure such default and charge the cost thereof to the defaulting party;

(b) filing suit to recover from the defaulting party all damages that may be sustained by reason of such default, including reasonable attorney's fees;

(c) filing suit against the defaulting party for specific performance of its obligations under this Agreement; or

(d) for default in the payment of maintenance expenses, the right to record a lien against the Parcel of the Owner failing to timely remit payment for maintenance expenses.

In the event of any breach or threatened breach by any party of the terms and provisions of this Agreement, the non-breaching parties shall have the right to injunctive relief and/or declaratory relief as if no other remedies were provided herein for such breach.

4.2 Covenants Running with the Land. The Access Easement hereby granted and the restrictions hereby imposed shall be deemed easements, restrictions and covenants running with the land and shall inure to the benefit of, and be binding upon, the Land Owners hereto and their respective heirs, successors and assigns, including, without limitation, the subsequent Owners of each of the Parcels, and all persons claiming under or through them.

4.3 Waiver. No delay or omission by any party hereto to exercise any right or power accruing upon any noncompliance or failure of performance by any other party of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver hereof. Any express waiver by any party hereto of any of the covenants, conditions or agreements hereof to be performed by any other party shall not be construed to be a waiver of any succeeding breach thereof or of any covenants, conditions or agreements herein contained.

4.4 Notice. Unless the method is otherwise prescribed herein, any notice, request, demand, approval or consent given or required to be given under this Agreement shall be in writing and be deemed to be given when delivered personally or three (3) business days after being mailed by United States registered or certified mail, postage prepaid, or the next business day after being sent by nationally recognized overnight delivery service to the other party at the address recited above. Any party may at any time change its address for the above purposes by mailing, as aforesaid, a notice stating the change and setting forth the new address.

4.5 Entire Agreement. This Agreement contains the entire agreement of the Land Owners and no other representations, inducement, promises or agreements, oral or otherwise between the parties not set forth herein shall be of any force and effect. **Notwithstanding the foregoing, this Agreement shall not replace, supplant or modify the existing Easement Agreement between South Jordan Canal Company, Miller Phase 2, LLC and Miller Phase 3, LLC and recorded 11/15/2004 as entry number 9223020, which is attached hereto as "Exhibit E".** By their respective signatures below, South Jordan Canal Company, Miller Phase 2, LLC and Miller Phase 3, LLC hereby reaffirm the covenants and obligations of

each as outlined in "Exhibit E". This Agreement also reaffirms that the South Jordan Canal Company, Miller Phase 2, LLC and Miller Phase 3, LLC may use this easement to load and unload large canal maintenance equipment.

4.6 Separability. The invalidation of any of the easements or covenants contained herein, by order of court or otherwise, shall not affect any of the other provisions hereof and such other provisions shall remain in full force and effect.

4.7 No Liability or Joint Venture. Nothing contained in this instrument shall in any way be construed to impose a liability on any party for the conduct or acts of another; nor should anything in this Agreement be construed to impose a joint venture, partnership or other relationship between or among the Land Owners, other than as grantors and grantees of the easement rights contained herein.

4.8 Paragraph Headings. The headings to each Section are inserted as a matter of convenience and/or reference and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement.

4.9 Authority. Each of the persons signing this Agreement represents and warrants that he or she has the right and full authority to sign on behalf of the party designated immediately above his signed name.

4.10 Governing Law. Interpretation and enforcement of any provision of this Agreement shall be determined in accordance with the laws of the State of Utah. The Land Owners hereby submit to personal jurisdiction in Third District Court, State of Utah, and expressly agree that any dispute regarding the interpretation and enforcement of any provision of this Agreement will be brought in the State of Utah.

4.11 Modification. The terms of this Agreement may be amended or modified only by a writing signed by all Land Owners hereto and specifically designated as an amendment to this Agreement.

4.12 Counterparts. This Agreement may be executed in counterparts, one or more of which may be facsimiles, but all of which shall constitute one and the same Agreement. Facsimile signatures of this Agreement shall be accepted by the Land Owners to this Agreement as valid and binding in lieu of original signatures; however, within five (5) business days after the execution of this Agreement, such parties shall also deliver to the other party an original signature page signed by that party.

IN WITNESS WHEREOF, the Land Owners hereto have executed this Agreement as of the date first above written but have actually signed on the date set forth in the acknowledgments hereof.

Exhibit A: Legal Description of Miller Keefe Parcel
Exhibit B: Legal Description of Miller Phase 2 Parcel
Exhibit C: Legal Description of Miller Phase 3 Parcel
Exhibit D: Legal Description of South Jordan Canal Parcel

- Exhibit E: Easement and Maintenance Agreement from South Jordan Canal Company to Miller Phase 2, LLC and Miller Phase 3, LLC
- Exhibit F: Legal Description of Miller Phase 4 Parcel
- Exhibit G: Site Plan Pages 1 & 2
- Exhibit H: Legal Description of Jordan River Professional Plaza Agreement

Signature Pages Follow:

ACKNOWLEDGED AND AGREED BY THE FOLLOWING LAND OWNERS:

Miller Keefe & Associates, Inc.



By: David W. Miller

Its: Pres-

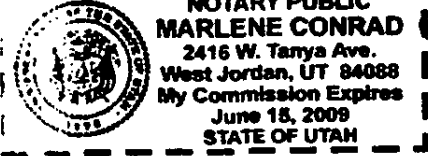
STATE OF UTAH)

:SS

COUNTY OF Salt Lake)

BEFORE ME a Notary Public in and for the State and County aforesaid, personally appeared Miller Keefe & Associates, a Utah corporation, by David W. Miller its President, who acknowledged that she/he did sign the foregoing instrument and that the same was his/her free act and deed and the free act and deed of said corporation.

WITNESS my hand and seal this 12th day of July, 2005.



Marlene Conrad
Notary Public

Miller Phase 2, LLC

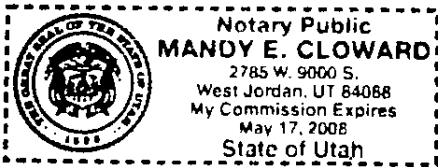
By: Nathan Gleave
Its: Manager

By: Dallen Ormond
Its: Manager

STATE OF Utah)
 :SS
COUNTY OF Salt Lake)

BEFORE ME a Notary Public in and for the State and County aforesaid, personally appeared Miller Phase 2, LLC, a Utah limited liability company, by Dallen Ormond, its manager, and Nathan Gleave, its manager, who acknowledged that each did sign the foregoing instrument and that the same was the free act and deed of each and the free act and deed of said limited liability company.

WITNESS my hand and seal this 9th day of May, 2005.



Mandy E. Cloward
Notary Public

Miller Phase 3, LLC

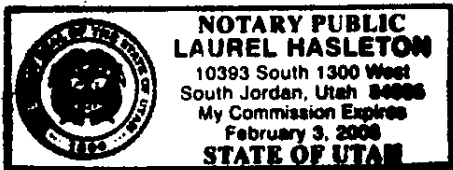
By: David W. Miller
Its: Manager

By: Virginia L. Miller
Its: Manager

STATE OF Utah)
 :SS
COUNTY OF Salt Lake)

BEFORE ME a Notary Public in and for the State and County aforesaid, personally appeared Miller Phase 3, LLC, a Utah limited liability company, by Daniel Miller, its manager, and Virginia Miller, its manager, who acknowledged that each did sign the foregoing instrument and that the same was the free act and deed of each and the free act and deed of said limited liability company.

WITNESS my hand and seal this 30th day of April, 2005.



Laurel Hasleton
Notary Public

Miller Phase 4, LLC

[Signature]

By: David W. Miller
Its: Manager

[Signature]

By: Virginia L. Miller
Its: Manager

[Signature]

By: Steven Tobias
Its: Manager

STATE OF Utah)

:SS

COUNTY OF Salt Lake)

BEFORE ME a Notary Public in and for the State and County aforesaid, personally appeared Miller Phase 4, LLC, a Utah limited liability company, by David Miller its manager, Virginia Miller its manager, and Steve Tobias its manager, who acknowledged that each did sign the foregoing instrument and that the same was the free act and deed of each and the free act and deed of said limited liability company.

WITNESS my hand and seal this 26 day of April, 2005.



[Signature]
Notary Public

South Jordan Canal Company

Larry Jacobson

By: Larry Jacobson
Its: President

Gary Cannon

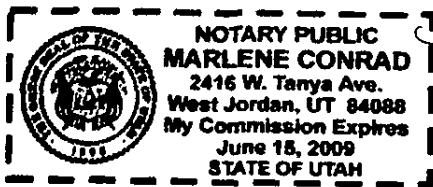
By: GARY CANNON
Its: DIRECTOR

STATE OF Utah)

COUNTY OF Salt Lake) :SS

BEFORE ME a Notary Public in and for the State and County aforesaid, personally appeared South Jordan Canal Company, a Utah not for profit corporation, by Larry Jacobson, its President, and by Gary Cannon, its Director, who acknowledged that she/he did sign the foregoing instrument and that the same was the free act and deed of him/her and the free act and deed of the corporation.

WITNESS my hand and seal this 13th day of July, 2005.



Marlene Conrad
Notary Public

Exhibit A
Miller Keefe & Associates, Inc. Parcel
Legal Description

Parcel 1

Beginning at the Southwest corner of the North $\frac{1}{2}$ of the Northwest Quarter of Section 14, Township 3 South, Range 1 West, Salt Lake Meridian; and running thence North along the Section line, 132.0 feet; thence East 198.19 feet; thence South 132.0 feet; thence West 198.19 feet to the point of beginning.

LESS AND EXCEPTING the following described property, more particularly described as follows:

Beginning at the County monument marking the Northwest corner of the Southwest Quarter of the Northwest Quarter of Section 14, Township 3 South, Range 1 West, Salt Lake Meridian; basis of bearing being South $0^{\circ}01'55''$ West on the Section line between said monument and the West Quarter corner of said Section 14; thence North $0^{\circ}01'55''$ East 132.00 feet along the West line of said Section 14; thence South $89^{\circ}58'05''$ East 40.00 feet; thence South $0^{\circ}01'55''$ West 108.07 feet along a line 40.00 feet Easterly and parallel to the West line of said Section 14; thence along the arc of a 30.00 foot radius curve left (the chord which bears South $26^{\circ}25'17''$ East 26.73 feet) a distance of 27.70 feet, having a central angle of $52^{\circ}54'23''$; thence North $89^{\circ}58'05''$ West 51.94 feet to the point of beginning.

27-14-103-008, 014, 015

Parcel 2

Beginning at a point which is East 198.19 feet from the Southwest corner of the North $\frac{1}{2}$ of the Northwest Quarter of Section 14, Township 3 South, Range 1 West, Salt Lake Meridian; and running thence North parallel to the West Section line 132.00 feet; thence East 215.0 feet; thence South 132.0 feet; thence West 215.0 feet to the point of beginning.

Parcel 3

Beginning at a point which is North along the Section line 132.0 feet and East 346.68 feet from the Southwest corner of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence East 67.19 feet; thence South 132.0 feet; thence West 67.19 feet; thence North 132.0 feet to the point of beginning.

LESS AND EXCEPTING from all parcels the following parcel deeded to the Utah Department of Transportation by Warranty Deed recorded October 13, 2000, as Entry No. 7738495, in Book 8394 at Page 2716:

A parcel of land in fee for the widening of 10400 South Street known as Project No. 0151, being part of an entire tract of property, situate in the Northwest Quarter of the Northwest Quarter of Section 14, 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 Southwest corner of said entire tract at a point which is 15.821 meters (51.91 feet) South 89°58'05" East from the Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 14 Note: The Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 14 bears South 00°01'55" West 402.946 meters (1322.00 feet) from the Northwest corner of said Section 14; and running thence Northwesterly 8.443 meters (27.70 feet) along the arc of a 9.144-meter (30.00-foot) radius curve to the right to a point of tangency Note: Chord to said curve bears North 26°25'16" West for a distance of 8.147 meters (26.73 feet); thence North 00°01'55" East 4.773 meters (15.66 feet) along a line 12.912 meters (40.00 feet) perpendicularly distant Easterly from and parallel to the West line of the Northwest Quarter of the Northwest Quarter of said Section 14 to a point which is 30.099 meters (98.75 feet) perpendicularly distant Northerly from the centerline of said project at Engineer Station 35+928.141; thence Southeasterly 10.822 meters (35.51 feet) along the arc of a 7.145-meter (23.44-foot) radius curve to the left Note: Chord to said curve bears South 43°21'35" East for a distance of 9.817 meters (32.21 feet) to a point of tangency and a point which is 23.355 meters (76.62 feet) perpendicularly distant Northerly from the centerline of said project at Engineer Station 35+935.275; thence South 86°45'06" East 66.526 meters (218.26 feet) parallel to said centerline to a point of tangency with a 640.000-meter (2099.74-foot) radius curve to the right; thence Easterly 17.253 meters (56.60 feet) along the arc of said curve Note: Chord to said curve bears South 85°58'46" East for a distance of 17.252 meters (56.60 feet) to the South boundary line of said entire tract; thence North 89°58'05" west 86.747 meters (284.60 feet) along said South boundary 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.

Exhibit B
Miller Phase 2, LLC Parcel
Legal Description

Parcel 1

A parcel of land located in the Northwest Quarter of the Northwest Quarter of Section 14, Township 3 South, Range 1 East, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said parcel of land are described as follows:

Beginning at a point in the easterly right of way line of 1300 West Street, said point is 132.00 feet North 00°02'03" East along the section line and 40.00 feet South 89°57'57" East from the Southwest Corner of the Northwest quarter of the Northwest quarter of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 00°02'03" East 16.50 feet along said easterly right of way line to a southerly boundary line described in the Warranty Deed located in Book 8405 at Page 4044 of the Salt Lake County Recorder's Office; thence South 89°57'57" East 205.00 feet along said southerly boundary line to a southeast corner of said Warranty Deed; thence North 00°02'03" East 113.64 feet along an easterly boundary line of said Warranty Deed to a line described in a "Boundary Agreement" located in Book 8879 at Page 3572; thence North 89°35'16" East 240.54 feet along said "Boundary Agreement" to a point 33.00 feet perpendicularly distant westerly from the centerline of the South Jordan Canal, said point is the northeast corner of the Quit-Claim from the South Jordan Canal Company in Book 8711 at Page 3775 as Entry Number 8475545; thence along a line parallel with the centerline of said South Jordan Canal and along the easterly line of said Quit-Claim deed the following three courses: 1) South 29°59'09" East 55.86 feet, 2) South 32°49'45" East 66.56 feet, and 3) South 42°01'21" East 37.36 feet; thence North 89°57'57" West 534.62 feet to the point of beginning.

Parcel 2

A parcel of land located in the Northwest Quarter of the Northwest Quarter of Section 14, Township 3 South, Range 1 East, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said parcel of land are described as follows:

Beginning at a point in the northeasterly line of the South Jordan Canal deeded in Book "W" at Page 39 and also at Page 47, said point is 264.00 feet North 00°02'03" East along the section line and 580.82 feet South 89°57'57" East from the Southwest Corner of the Northwest quarter of the Northwest quarter of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 89°57'57" East 21.68 feet to the northeast corner of that property described in the Quitclaim Deed located in Book 8863 at Page 0264; thence South 00°02'03" West 34.12 feet along the westerly boundary line of said Quitclaim Deed to said northeasterly line of the South Jordan Canal; thence along said northeasterly line the following two courses: 1) North 32°49'45" West 34.30 feet, and 2) North 29°59'09" West 6.13 feet to the point of beginning.

27-14-103-017

Exhibit C
Miller Phase 3, LLC Parcel
Legal Description

Parcel 1

A parcel of land located in the Northwest Quarter of the Northwest Quarter of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said parcel of land are described as follows:

Beginning at a point in the southerly boundary line of that parcel conveyed to Miller Keefe & Associates, Inc, by Warranty Deed and recorded in the office of the Salt Lake County Recorder as Entry Number 7893105, said point is 348.48 feet South 89°57'57" East from the Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 14, and running thence South 89°57'57" East 64.71 feet along said southerly boundary line to the southeast corner of said parcel; thence North 00°02'03" East 132.00 feet along the easterly boundary line of said parcel to the northeast corner of said parcel to the southerly boundary line of that parcel conveyed to Miller Phase 2, LLC by Warranty Deed and recorded in the office of said Salt Lake County Recorder as Entry Number 8440641; thence South 89°57'57" East 161.42 feet along said southerly boundary line to the westerly right-of-way line of that parcel conveyed to the South Jordan Canal Company, and recorded in Book W at Pages 39 and 47 in said office of the Salt Lake County Recorder; thence South 55°16'38" East 231.94 feet along said westerly right-of-way line to a point of non-tangency with a 182.00 foot radius curve to the right; thence southeasterly along the arc of said curve and said westerly right-of-way line 80.18 feet through a delta angle of 25°14'30" (Note: Chord to said curve bears South 36°05'00" East for a distance of 79.53 feet) to a point of tangency with a 67.00 foot radius curve to the right; thence southerly along the arc of said curve and said westerly right-of-way line 30.40 feet through a delta angle of 25°59'49" (Note: Chord to said curve bears South 10°27'51" East for a distance of 30.14 feet); thence South 02°32'03" West 3.64 feet along said westerly right-of-way line to the northerly right of way line of the South Jordan Parkway (10400 South Street) which is Utah Department of Transportation Project Number SP-0151(1)0; thence North 72°16'39" West 18.24 feet along said northerly right-of-way line to a point of tangency with a 2099.74 foot radius curve to the left; thence westerly along the arc of said curve and said northerly right-of-way line 461.68 feet through a delta angle of 12°35'52" (Note: Chord to said curve bears North 78°34'35" West for a distance of 460.75 feet); thence North 00°02'03" East 0.99 feet to the point of beginning.

The above described parcel of land contains 50,984 square feet or 1.170 acres in area, more or less.

Parcel 2

A parcel of land located in the Northwest Quarter of the Northwest Quarter of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said parcel of land are described as follows:

Beginning at a point in the northerly boundary line of the South Jordan Plaza Condominium Plat, a

1
27-14-104 - 008 , 009

condominium plat recorded in the office of the Salt Lake County Recorder, said point is 1019.02 feet South 89°57'57" East (East by record) and 1.43 feet North 00°02'03" East from the Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 14, and running thence along said northerly boundary line of the South Jordan Plaza Condominium Plat the following four (4) courses: (1) North 89°03'15" West 36.01 feet, (2) North 87°12'58" West 39.24 feet, (3) South 89°05'11" West 45.18 feet, and (4) South 89°50'23" West 20.08 feet to a point 49.5 feet perpendicularly distant northeasterly from the centerline of the South Jordan Canal recorded in Book W at Page 39 and in Book W at Page 47 at the office of said Salt Lake County Recorder, said point is also on the northeasterly right-of-way line of said South Jordan Canal; thence along a line parallel with said centerline and northeasterly right-of-way line of said South Jordan Canal the following four (4) courses: (1) North 44°47'00" West 85.23 feet, (2) North 55°16'38" West 229.92 feet, (3) North 42°01'14" West 21.07 feet, and (4) North 32°49'45" West 23.64 feet to the easterly boundary line of that parcel conveyed to Miller Phase 2, LLC and recorded in Book 8694 at Page 6606 as Entry Number 8440641; thence North 00°02'03" East (North by record) 34.12 feet along said easterly boundary line to the northerly boundary line conveyed to Miller Phase 3, LLC and recorded in Book 8863 at Page 264 as Entry Number 8774519; thence South 89°57'57" East 416.52 feet (East by record) along said northerly boundary line; thence South 00°02'03" West 262.57 feet to the point of beginning.

The above described parcel of land contains 77,509 square feet or 1.779 acres in area, more or less.

Exhibit D
South Jordan Canal Company Parcel
Legal Description

A parcel of land being part of the existing South Jordan Canal property, located in the Northwest Quarter of the Northwest Quarter of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said parcel of land are described as follows:

Beginning at a point 33.00 feet perpendicularly distant southwesterly from the centerline of said South Jordan Canal, which is 765.32 feet South 89°57'57" East from the Southwest Corner of the Northwest Quarter of the Northwest Quarter of said Section 14, and running thence along a line parallel with said centerline North 55°16'38" West 231.94 feet to the grantees northerly boundary line; thence South 89°57'57" East 27.89 feet along said northerly boundary line; thence North 00°02'03" East 2.73 feet to the westerly edge of the South Jordan Canal water; thence along said westerly edge the following three courses: (1) North 41°55'18" West 50.50 feet, (2) North 32°50'59" West 65.51 feet, and (3) North 29°13'35" West 42.06 feet to the grantees northerly boundary line; thence South 89°57'57" East 68.21 feet along said grantees northerly boundary line to a point 49.5 feet perpendicularly distant northeasterly from the centerline of said South Jordan Canal; thence along lines parallel with said centerline the following five courses: (1) South 29°59'09" East 6.13 feet, (2) South 32°49'45" East 57.88 feet, (3) thence South 42°01'21" East 21.18 feet, (4) South 55°16'38" East 229.88 feet, and (5) South 44°47'00" East 85.23 feet to the grantees southerly boundary line; thence South 89°50'23" West 23.18 feet to the northwest corner of the South Jordan Plaza Condominium Plat recorded in the Salt Lake County Recorder's Office; thence along the westerly boundary line of said South Jordan Plaza Condominium Plat the following two courses: (1) South 25°40'00" East 91.73 feet and (2) South 04°00'00" West 41.79 feet to the northerly right-of-way line of the South Jordan Parkway; thence North 72°16'39" West 78.45 feet along said northerly right-of-way line; thence North 02°32'03" East 3.64 feet to a point of a tangency with a 67.00 foot radius curve to the left; thence northerly along the arc of said curve 30.40 feet through a central angle of 25°59'49" (Note: Chord to said curve bears North 10°27'52" West for a distance of 30.14 feet) to a point of a tangency with a 182.00 foot radius curve to the left; thence northwesterly along the arc of said curve 80.18 feet through a central angle of 25°14'30" (Note: Chord to said curve bears North 36°05'01" West for a distance of 79.53 feet) to the point of beginning.

The above described parcel of land contains 37696 square feet or 0.865 acres in area, more or less.

Exhibit E

WHEN RECORDED RETURN TO:
MILLER PHASE 3, LLC
14738 SO. DRAPER WOODS COVE
DRAPER, UT 84020

0223020

Easement And Agreement

~~0223020
11/15/2004 04:08 PM \$26.00
Book - 9060 Pg - 7439-7445
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
BACKMAN-STEWART TITLE SERVICES
BY: ZJM, DEPUTY - WI & P.~~

KNOW ALL MEN BY THESE PRESENT:

That in consideration of \$10.00 and other good and valuable consideration paid to

SOUTH JORDAN CANAL COMPANY, a Utah non-profit corporation,

Hereinafter referred to as GRANTOR, by MILLER PHASE 2, LLC and by MILLER PHASE 3, LLC, both Utah limited liability companies, its successors, and assigns, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, transfer, and convey unto the GRANTEE, its successors and assigns, a non-exclusive easement for landscaping and maintenance and channel maintenance over, under, across and through the land of the GRANTOR situate in the Northwest Quarter of the Northwest Quarter of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian, in Salt Lake County, State of Utah, said land being described as follows:

See Exhibit "A" and picture diagram Exhibit "C" attached hereto and incorporated herein by reference.

GRANTOR does hereby grant, bargain, transfer, and convey unto the GRANTEE, its successors and assigns, a non-exclusive easement for the purpose of ingress and egress by way of a vehicle and pedestrian bridge over the CANAL, under, across and through the land of the GRANTOR situate in Salt Lake County, State of Utah, said land being described as follows:

See Exhibit "B" and picture diagram Exhibit "C" attached hereto and incorporated herein by reference.

GRANTEE shall obtain approval of the design of the bridge structures from GRANTOR prior to construction, whose approval shall not be unreasonably withheld. Construction of such bridge structures shall occur between October 15 and April 1 in any given year.

GRANTOR does hereby grant unto the GRANTEE, its successors and assigns, an easement of adequate size to construct and install a new weir on the east side of the canal to provide water to parcel 27-14-104-001, subject to GRANTOR'S approval of weir design and location. Construction of such weir shall occur between October 15 and April 1 in any given year.

All rights to the above-described property transferred to GRANTEE shall be held by the GRANTEE at all times subordinate and subject to the rights of the GRANTOR to operate and maintain the SOUTH JORDAN CANAL (the "CANAL") and related facilities. GRANTOR shall have the right to occupy, use and have rights of ingress and egress on said property for all purposes not inconsistent with the rights herein granted, including a twelve foot vehicle gate to the north and south along the canal road. The GRANTOR shall have the right to allow others to encroach upon the canal property to construct facilities that do not interfere with the GRANTEE'S rights. The GRANTOR, its officers, employees, agents, and assigns, reserves the right to enter upon the above-described easement property with such equipment as is necessary to construct, install, maintain, operate, repair, inspect, protect, or replace the canal FACILITIES.

GRANTEE shall be responsible to maintain the above-described property including the canal channel from UDOT's north property line to the north boundary of Miller Phase 2, LLC, in a

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BK 9159 PG 2611

ACCOMMODATION: Backman-Stewart Title makes no representation as to condition of title or assumes responsibility for validity, sufficiency, and effect of document on property.

Page 2 of 4

manner consistent with all applicable laws, ordinances, and regulations and shall maintain such property free from weeds and other growth and material that may interfere with the flow of the CANAL. Any trees planted within the easement shall not be along the banks of the CANAL and the species selected may not have a mature height exceeding fifteen (15) feet. GRANTEE, and its successors and assigns, agrees that they shall not at any time erect, construct, or direct to be erected or constructed any building or other structure, drill any well, install any fences less than four (4) feet from the waters edge of the CANAL, or alter ground level by cut or fill, within the limits of said easement without the express written permission of the GRANTOR, interfere in any way with the CANAL, interfere with any representative or agent of GRANTOR maintaining, inspecting or otherwise performing services with respect to such CANAL, or otherwise interfere with GRANTOR's use of the property described above for purposes of maintaining such CANAL.

GRANTEE, and its successors and assigns, assumes, and hereby agrees to indemnify, defend, and hold harmless GRANTOR, its affiliates, trustees, officers, shareholders, employees, consultants and agents from and against, any and all loss, cost, damage, liability and expense (including without limitation attorneys' fees, court costs and legal expenses and consultant's and expert's fees and expenses), including all claims or proceedings for bodily injury and/or property damage, incurred in connection with or relating to the above-described properties, also any erosion and/or failure of the canal embankment.

The GRANTOR does not assume any liability resulting from this Agreement or the exercise thereof by the GRANTEE. The GRANTEE shall indemnify and hold the GRANTOR harmless for injury or damage to any persons or property that may result from exercise of any of the privileges herein conferred. The GRANTEE assumes all liability incurred through the modification of the said property. The GRANTOR makes no warranty. The GRANTEE shall defend the GRANTOR from and against any action that challenges the GRANTEE'S use of the land, subject to this agreement.

GRANTEE, and its successors and assigns, is to show proof of policy of liability insurance for land described in Exhibit "A" and Exhibit "B" herein of an amount of no less than \$1,000,000.00 beginning when the GRANTEE takes possession of easement no later than January 31, 2005. GRANTEE to show, on an annual basis (by certified mail or hand delivered to the GRANTOR) proof of paid for policy from agent and/or underwriter. Failure to provide documented coverage of insurance policy shall result in an immediate termination of easement without notification by GRANTOR. Annual date is defined as ten (10) calendar days prior to coverage expiration.

The GRANTOR, at its option, may terminate this Agreement for non-use by the GRANTEE for a period of ten (10) continuous years. This agreement shall terminate automatically without further notice upon failure of the GRANTEE to strictly comply with its terms within 30 days after written notice. If water in the canal interferes with any work to be performed, pursuant to a request from the Canal Company, the GRANTEE shall have 30 days after the irrigation season is over to complete the items requested by the Canal Company.

This Agreement constitutes the entire agreement between the parties and cannot be altered except through a written instrument signed by the parties.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of GRANTOR and GRANTEE and their respective successors and assigns.

BK 9060 PG 7439

BK 9159 PG 2612

This Easement shall be enforced and governed under the laws of the State of Utah, and jurisdiction for any action based on this Agreement shall be with the District Court of Salt Lake County, State of Utah. In the event an action is filed as a result of a dispute arising out of this Agreement, the prevailing party shall be entitled to its attorney's fees and costs.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed this 12th 11th Day of November, 2004

SOUTH JORDAN CANAL COMPANY

By Larry Jacobson
Name Larry Jacobson
Title President

By Gary Cannon
Name Gary Cannon
Title Director

MILLER PHASE 2, LLC

By Nathan Gleave
Name Nathan Gleave
Title Member

By Mark O. Daker Ornd
Name Mark O. Daker Ornd
Title Member

MILLER PHASE 3, LLC

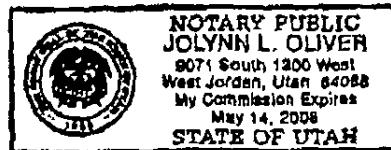
By Miller Phase 3, LLC
Name David W. Miller
Title Manager

By Virginia L. Miller
Name Virginia L. Miller
Title Manager

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

This instrument was duly acknowledged before me this 12th day of November, 2004, by Larry Jacobson, and Gary Cannon the President & and Director of the South Jordan Canal Company, on behalf of said corporation

Jolynn L. Oliver
Notary Public



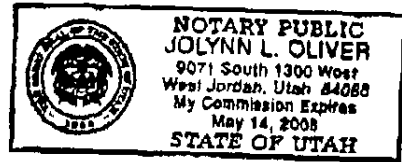
BK 9060 PG-7440

BK 9159 PG 2613

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

This instrument was duly acknowledged before me this 15th day of November, 2004, by Nathan G. leave, and Dallen Ormond the managers of Miller Phase 2, LLC on behalf of said limited liability company.

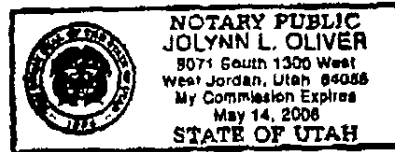
Jolynn L. Oliver
Notary Public



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

This instrument was duly acknowledged before me this 12th day of November, 2004, by David W. Miller, and Virginia L. Miller the Manager and Manager of Miller Phase 3, LLC on behalf of said limited liability company.

Jolynn L. Oliver
Notary Public



~~BK 9060 PG 7441~~

BK 9159 PG 2614

CANAL AGREEMENT (Exhibit 4)

A parcel of land being part of the existing South Jordan Canal property, located in the Northwest Quarter of the Northwest Quarter of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said parcel of land are described as follows:

Beginning at a point 33.00 feet perpendicularly distant southwesterly from the centerline of said South Jordan Canal, which is 765.32 feet South 89°57'57" East from the Southwest Corner of the Northwest Quarter of the Northwest Quarter of said Section 14, and running thence along a line parallel with said centerline North 55°16'38" West 231.94 feet to the grantees northerly boundary line; thence South 89°57'57" East 27.89 feet along said northerly boundary line; thence North 00°02'03" East 2.73 feet to the westerly edge of the South Jordan Canal water; thence along said westerly edge the following three courses: (1) North 41°55'18" West 50.50 feet, (2) North 32°50'59" West 65.51 feet, and (3) North 29°13'35" West 42.06 feet to the grantees northerly boundary line; thence South 89°57'57" East 68.21 feet along said grantees northerly boundary line to a point 49.5 feet perpendicularly distant northeasterly from the centerline of said South Jordan Canal; thence along lines parallel with said centerline the following five courses: (1) South 29°59'09" East 6.13 feet, (2) South 32°49'45" East 57.88 feet, (3) thence South 42°01'21" East 21.18 feet, (4) South 55°16'38" East 229.88 feet, and (5) South 44°47'00" East 85.23 feet to the grantees southerly boundary line; thence South 89°50'23" West 23.18 feet to the northwest corner of the South Jordan Plaza Condominium Plat recorded in the Salt Lake County Recorder's Office; thence along the westerly boundary line of said South Jordan Plaza Condominium Plat the following two courses: (1) South 25°40'00" East 91.73 feet and (2) South 04°00'00" West 41.79 feet to the northerly right-of-way line of the South Jordan Parkway; thence North 72°16'39" West 78.45 feet along said northerly right-of-way line; thence North 02°32'03" East 3.64 feet to a point of a tangency with a 67.00 foot radius curve to the left; thence northerly along the arc of said curve 30.40 feet through a central angle of 25°59'49" (Note: Chord to said curve bears North 10°27'52" West for a distance of 30.14 feet) to a point of a tangency with a 182.00 foot radius curve to the left; thence northwesterly along the arc of said curve 80.18 feet through a central angle of 23°14'30" (Note: Chord to said curve bears North 36°05'01" West for a distance of 79.53 feet) to the point of beginning.

The above described parcel of land contains 37696 square feet or 0.865 acres in area, more or less.

~~BK 9060 PG 7442~~

BK 9159 PG 2615

BRIDGE CROSS EASEMENT Exhibit B Page 1

A parcel of land being part of the existing South Jordan Canal property, located in the Northwest Quarter of the Northwest Quarter of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said parcel of land are described as follows:

Beginning at a point 33.00 feet perpendicularly distant southwesterly from the centerline of said South Jordan Canal, which is 589.55 feet South 89°57'57" East and 121.66 feet North 00°02'03" East from the Southwest Corner of the Northwest Quarter of the Northwest Quarter of said Section 14, and running thence along a line parallel with said centerline the following three courses: (1) North 55°16'38" West 18.13 feet, (2) North 42°01'21" West 37.40 feet, and (3) North 32°49'45" West 10.93 feet to a point of a non-tangency with a 182.50 foot radius curve to the right; thence northeasterly along the arc of said curve 86.17 feet through a central angle of 27°03'13" (Note: Chord to said curve bears North 66°54'49" East for a distance of 85.37 feet) to a point 49.5 feet perpendicularly distant northeasterly from the centerline of said South Jordan Canal; thence along a line parallel with said centerline the following two courses: (1) South 42°01'21" East 10.90 feet, and (2) South 55°16'38" East 75.16 feet; thence South 77°24'21" West 65.97 feet to a point of a tangency with a 117.50 foot radius curve to the left; thence southwesterly along the arc of said curve 40.64 feet through a central angle of 19°49'10" (Note: Chord to said curve bears South 67°29'46" West for a distance of 40.44 feet) to the point of beginning.

The above described parcel of land contains 6312 square feet or 0.145 acres in area, more or less.

BK 9060 PG 7443

BK 9159 PG 2616

01 10

FAX NO. 8012559401

NOV-16-2004 TUE 11:53 AM BACKMAN STEWART-M

PEDESTRIAN BRIDGE CROSS EASEMENT Exhibit E Page 2

A parcel of land being part of the existing South Jordan Canal property, located in the Northwest Quarter of the Northwest Quarter of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said parcel of land are described as follows:

Beginning at a point 33.00 feet perpendicularly distant southwesterly from the centerline of said South Jordan Canal, which is 716.92 feet South 89°57'57" East and 33.50 feet North 00°02'03" East from the Southwest Corner of the Northwest Quarter of the Northwest Quarter of said Section 14, and running thence along a line parallel with said centerline North 55°16'38" West 25.90 feet; thence North 19°33'32" East 85.48 feet to a point 49.5 feet perpendicularly distant northeasterly from the centerline of said South Jordan Canal; thence along a line parallel with said centerline South 55°16'38" East 25.90 feet; thence South 19°33'32" West 85.48 feet to the point of beginning.

The above described parcel of land contains 2137 square feet or 0.049 acres in area, more or less.

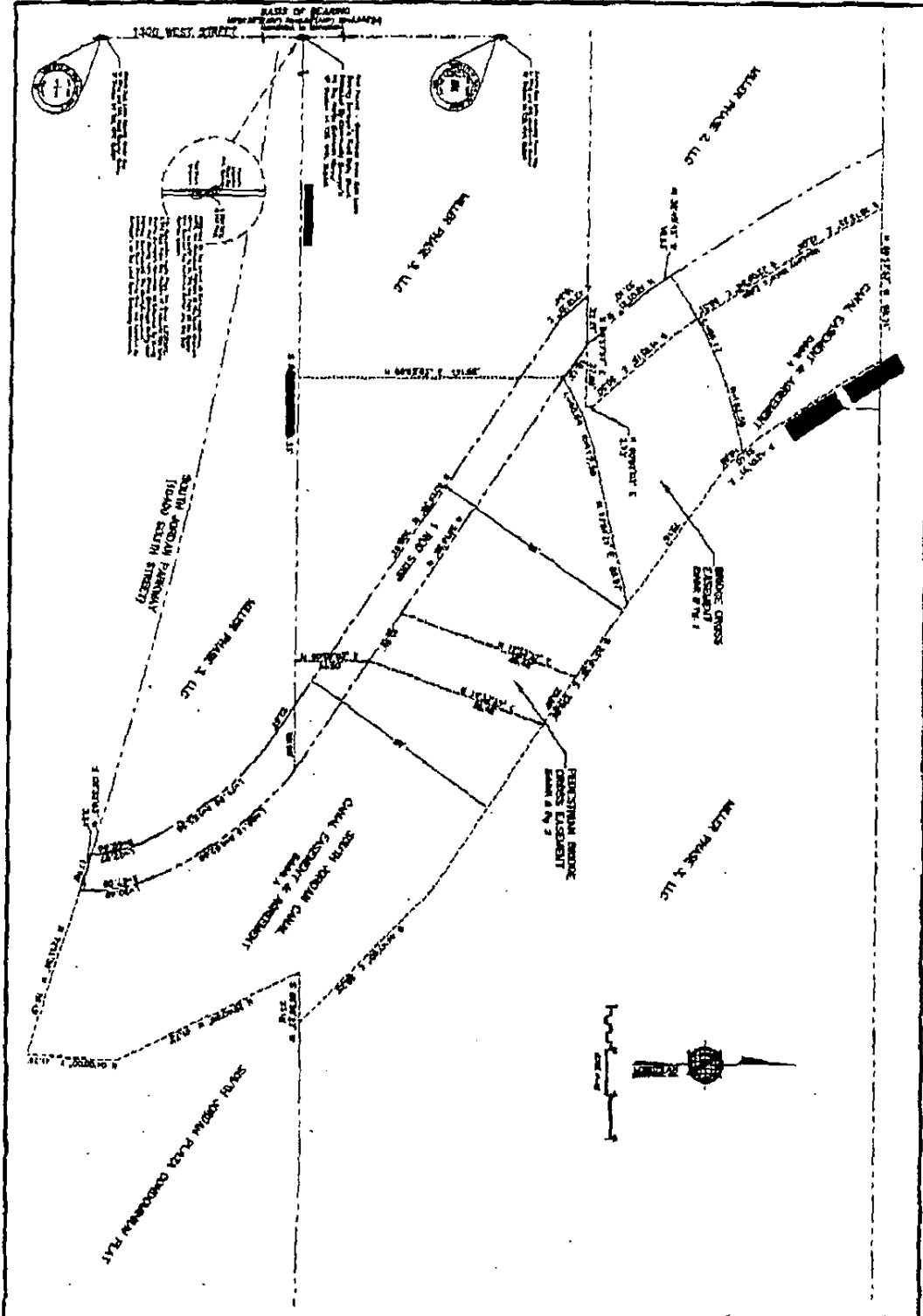
~~BK 9060 PG 7444~~

BK 9159 PG 2617

FAX NO. 8012559461

NOV-16-2004 TUE 11:53 AM BACKMAN STEWART-MJ

A Utah State Map under Public Law 96-389, as amended, is hereby approved for use as a public map.



- FODR COPY -
CO. RECORDER

150' SCALE 1" = 150' 1" = 150'	MILLER PHASE 3	DAVID W. MILLER 1091 SOUTH 1208 WEST SOUTH JORDAN, UTAH	MERIDIAN ENGINEERING, INC. 1091 SOUTH 1208 WEST SOUTH JORDAN, UTAH
	SOUTH JORDAN CANAL AGREEMENTS		
	ESTATE OF THE DEPARTMENT OF SECURITY IN THE UTAH, 88888		

-BK 8980 PG 7445

BK 9159 PG 2618

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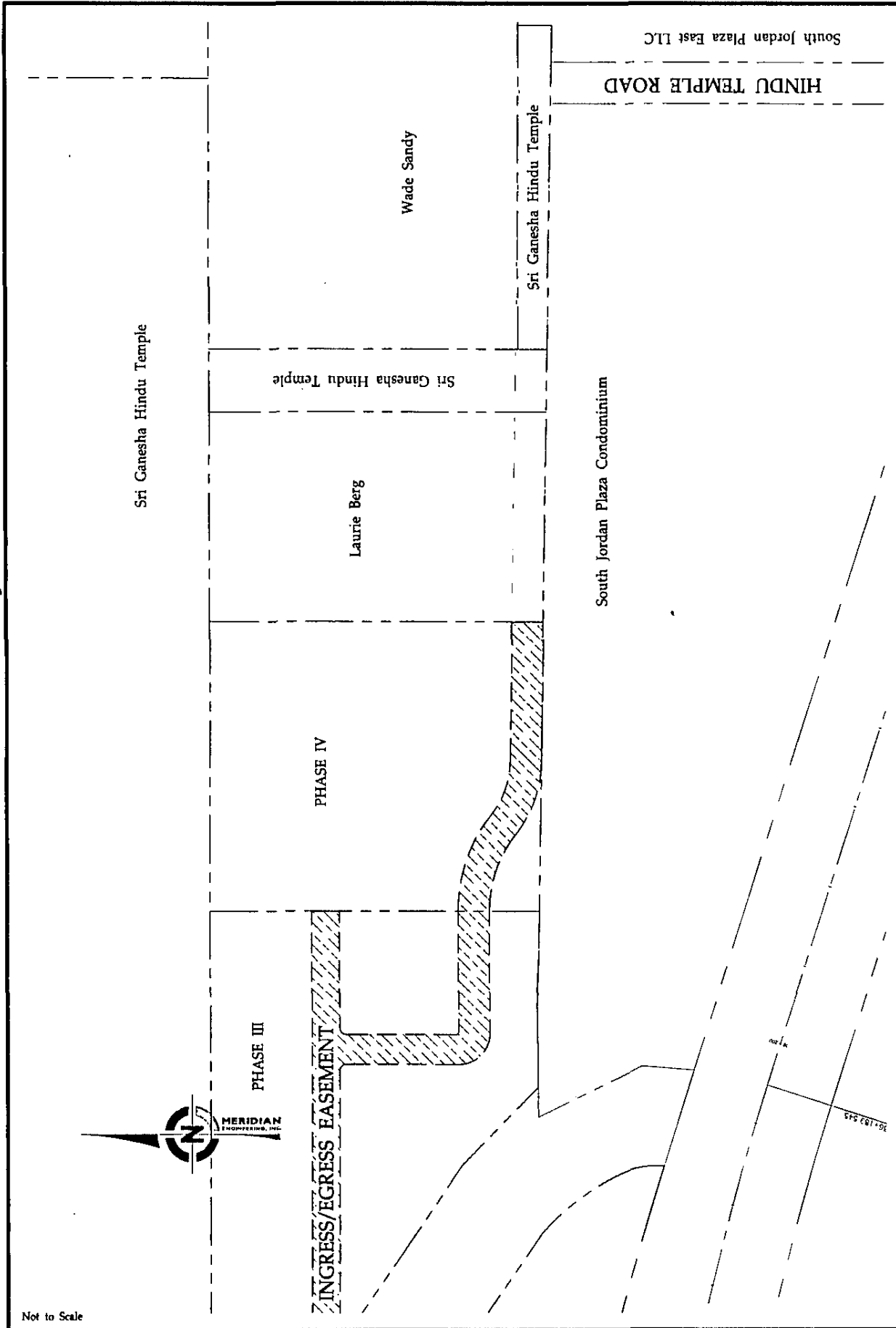
NOV-19-2004 10:11:53 AM BROWAIN S12MRR1-10

Exhibit F
Miller Phase 4, LLC Parcel
Legal Description

A parcel of land located in the Northwest Quarter of the Northwest Quarter of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said parcel of land are described as follows:

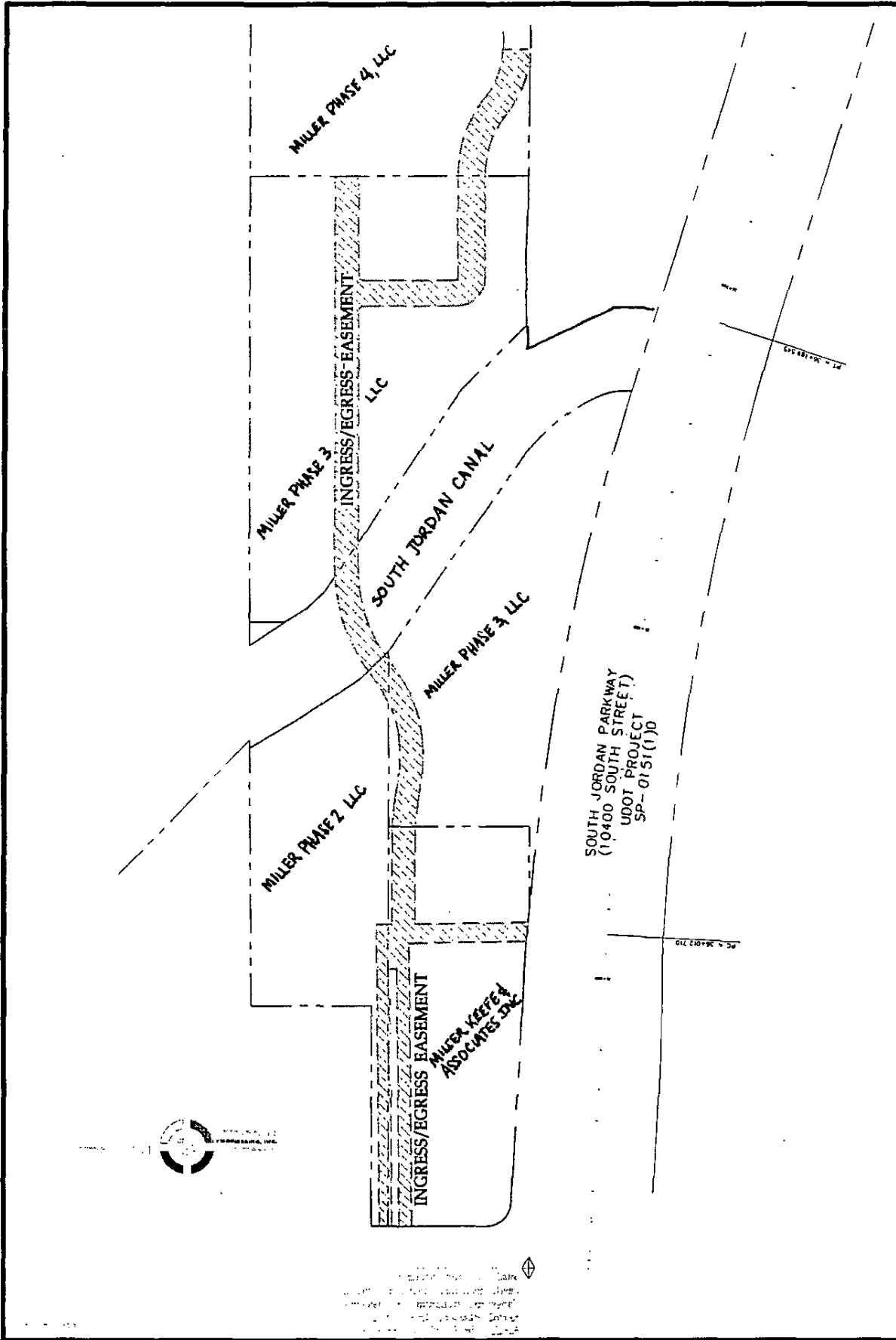
Beginning at a point in the northerly boundary line of the South Jordan Plaza Condominium Plat, a condominium plat recorded in the office of the Salt Lake County Recorder, said point is also 1019.02 feet South 89°57'57" East (East by record) and 1.43 feet North 00°02'03" East from the Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 14, and running thence North 00°02'03" East 262.57 feet to the northerly boundary line of that parcel Quit Claimed to Miller Phase 3, LLC as Entry Number 8776897; thence South 89°57'57" East 228.48 feet (East by record) along the northerly boundary line of said parcel to northeast corner of said parcel; thence South 00°02'03" West (South by record) 266.21 feet along the easterly boundary line of said parcel to said northerly boundary line of said South Jordan Plaza Condominium Plat; thence along said northerly boundary line North 89°03'15" West 228.50 feet to the point of beginning.

The above described parcel of land contains 60,406 square feet or 1.387 acres in area, more or less.



Not to Scale

<p>DAVID W. MILLER 10391 SOUTH 1200 WEST SOUTH JORDAN, UTAH</p>		<p>MERIDIAN ENGINEERING INC. 4011 SOUTH REDWOOD ROAD SUITE 4 WEST JORDAN, UTAH 84086 PHONE (801) 588-3318 FAX (801) 588-1319</p>	<p><small>COPYRIGHT ALL RIGHTS RESERVED THIS PLAN, AND THE DATA, CALCULATIONS, SPECIFICATIONS, AND NOTES HEREON, ARE THE PROPERTY OF MERIDIAN ENGINEERING, INC. AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF MERIDIAN ENGINEERING, INC.</small></p>
<p>INGRESS/EGRESS EASEMENT MILLER DEVELOPMENT SITUATE IN THE NW1/4NW1/4 OF SECTION 14, T3S, R1W, SLB&M</p>			
<p>COMP. FILE Ingress/Egress</p>		<p>PROJECT NO. 04018</p>	
<p>SHEET NO. 1 of 1</p>		<p>BK 9159 PG 2620</p>	



<p>ALL RIGHTS RESERVED NO PART OF THIS PUBLICATION MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION SYSTEM, WITHOUT THE WRITTEN PERMISSION OF DAVID W. MILLER ENGINEERING, INC.</p>	<p>DAVID W. MILLER ENGINEERING, INC. 10391 SOUTH 1200 WEST SOUTH JORDAN, UTAH PHONE (801) 224-1212 FAX (801) 224-1219</p>	<p>INGRESS/EGRESS EASEMENT MILLER DEVELOPMENT SITUATE IN THE NW1/4NW1/4 OF SECTION 14, T3S, R1W, S1&2M</p>	<p>DAVID W. MILLER 10391 SOUTH 1200 WEST SOUTH JORDAN, UTAH</p>
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**Jordan River Professional Plaza
Easement Agreement
Legal Description**

A perpetual ingress and egress easement, upon part of an entire tract of property, in the Northwest Quarter of the Northwest Quarter of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian, in Salt Lake County, Utah, for the purpose of gaining ingress and egress from 1300 West Street and the South Jordan Parkway (Utah State Route 151) over and across that particular portion of said entire tract which boundaries are described as follows:

A perpetual ingress and egress easement, upon part of an entire tract of property, in the Northwest Quarter of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian, in Salt Lake County, Utah for the purpose of gaining ingress and egress from 1300 West Street and the South Jordan Parkway (Utah State Route 151) over and across that particular portion of said entire tract which boundaries are described a follows:

Beginning at a point in the Eastern right of way line of 1300 West Street, said point is 109.47 feet North 00°02'03" East along the Section line and 40.00 feet South 89°57'57" East from the Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 14 and running thence North 00°02'03" East 12.00 feet along said Easterly right of way line; thence North 89°26'40" East 238.83 feet; thence North 00°32'20" West 7.12 feet; thence South 89°26'40" West 238.76 feet to a point in said Easterly right of way line; thence North 00°02'03" East 12.00 feet along said Easterly right of way line; thence North 89°26'40" East 281.22 feet; thence South 00°38'15" East 14.70 feet; thence South 89°51'35" East 83.65 feet to the beginning of a curve with a 198.50 foot radius curve to the right; thence East along the arc of said curve 38.51 feet through a central angle of 11°06'53" (Note: Chord to said curve bears South 84°18'09" East for a distance of 38.45 feet) to a point of reverse curvature, said curve has a 189.00 foot radius to the left; thence Easterly along the arc of said curve 48.35 feet through a central angle of 14°39'30" (Note: Chord to said curve bears South 86°04'27" East for a distance of 48.22 feet) to a point of compound curvature, said curve has 89.00 foot radius curve to the left; thence Easterly along the arc of said curve 44.99 feet through a central angle of 28°57'54" (Note: Chord to said curve bears North 72°06'51" East for a distance of 44.52 feet) to a point of compound curvature, said curve has a 216.00 foot radius curve to the left; thence Northeasterly along the arc of said curve 22.91 feet through a central angle of 06°04'39" (Note: Chord to said curve bears North 54°35'35" East for distance of 22.90 feet) to a point of a reverse curvature, said curve has a 161.00 foot radius curve to the right; thence Easterly along the arc of said curve 108.13 feet through a central angle of 38°28'48" (Note: Chord to said curve bears North 70°47'39" East for a distance of 106.11 feet); thence South 89°57'57" East 366.43 feet; thence South 00°02'03" West 22.00 feet; thence North 89°57'57" West 93.50 feet to the beginning of a curve with a 5.00 radius curve to the left; thence Southwesterly along the arc of said curve 7.85 feet through a central angle of 90 degrees 00'00" (Note: Chord to said curve bears South 45°02'03" West for a distance of 7.07 feet); thence South 00°02'03" West 87.50 feet to the beginning of a curve with a 2.50 foot radius curve to the left; thence Southeasterly along the arc 3.93 feet through a central angle of 90°00'00" (Note: Chord to said curve bears South 44°57'57" east for a distance of 3.54 feet); thence South 89°57'57" East 96.00 feet to the beginning of a curve with a 119.22 foot radius curve to the right; thence Easterly along the arc of said curve 81.15 feet through a central angle of 38°05'12" (Note: Chord to said curve bears South 70°28'00" East for distance of 79.59 feet) to a point of reverse

curvature, said curve has a 69.00 foot radius curve to the left; thence Easterly along the arc of said curve 45.87 feet through a central angle of 38°05'12" (Note: Chord to said curve bears South 70°00'39" East for a distance of 45.03 feet); thence South 89°03'15" East 111.14 feet to the Westerly boundary line of the Laurie Berg Parcel; thence South 00°02'03" West 25.01 feet along said Westerly boundary line to the Southeast corner of the Miller Phase 4 parcel, which corner lies on the Northerly boundary line of the South Jordan Plaza Condominium Plat, a condominium plat recorded in the office of the Salt Lake County Recorder; thence North 89°03'15" West 111.53 feet along said Northerly boundary line of said South Jordan Plaza Condominium Plat to the beginning of a curve with a 94.00 foot radius curve to the right; thence Westerly along the arc of said curve 62.49 feet through a central angle of 38°05'12" (Note: Chord to said curve bears North 70°00'39" West for a distance of 61.34 feet) to a point of reverse curvature, said curve has a 94.22 foot radius curve to the left; thence Westerly along the arc of said curve 64.13 feet through a central angle of 38°59'54" (Note: Chord to said curve bears North 70°28'00" West for a distance of 62.90 feet); thence North 89°57'57" West 97.50 feet to the beginning of a curve with a 25.00 foot radius curve to the right; thence Northwesterly along the arc of said curve 39.27 feet through a central angle of 90°00'00" (Note: Chord to said curve bears North 44°57'57" West for a distance of 35.36 feet); thence North 00°02'03" East 90.00 feet to the beginning of a curve with a 5.00 foot radius curve to the left; thence Northwesterly along the arc of said curve 7.85 feet through a central angle of 90°00'00" (Note: Chord to said curve bears North 44°57'57" West for a distance of 7.07 feet); thence North 89°57'57" West 238.93 feet to the beginning of a curve with a 139.00 foot radius curve to the left; thence Westerly along the arc of said curve 93.35 feet through a central angle of 38°28'48" (Note: Chord to said curve bears South 70°47'39" West for a distance of 91.61 feet) to a point of reverse curvature, said curve has a 238.00 foot radius curve to the right; thence Southwesterly along the arc of said curve 25.25 feet through a central angle of 06°04'39" (Note: Chord to said curve bears South 54°35'35" West for a distance of 25.23 feet) to a point of compound curvature, said curve has a 111.00 foot radius curve to the right; thence Westerly along the arc of said curve 56.11 feet through a central angle of 28°57'54" (Note: Chord to said curve bears South 72°06'51" West for a distance of 55.52 feet) to a point compound curvature, said curve has a 211.00 foot radius curve to the right; thence Westerly along the arc of said curve 53.98 feet through a central angle of 14°39'30" (Note: Chord to said curve bears North 86°04'27" West for a distance of 53.83 feet) to a point of reverse curvature, said curve has a 176.50 foot radius curve to the left; thence Westerly along the arc of said curve 34.24 feet through a central angle of 11°06'53" (Note: Chord to said curve bears North 84°18'09" West for a distance of 34.19 feet); thence North 89°51'53" West 83.35 feet; thence South 00°38'41" East 105.65 feet to a point in the Northerly right of way line of the South Jordan Parkway, said is also a point of a non-tangency with a 2099.74 foot radius curve to the left; thence Westerly along the arc of said curve 18.06 feet through a central angle of 00°29'34" (Note: Chord to said curve bears North 85°49'20" West for distance of 18.06 feet); thence North 00°38'41" West 109.75 feet; thence South 89°26'40" West 263.59 feet to the point of beginning.

The above described ingress and egress easement contains 35,902 square feet or 0.824 acres in area, more or less.

It is agreed hereby, that the Grantor, their heirs and successors, shall reserve the right, from time to time, to close for maintenance, repairs or upgrades all entrance roads, access points and appurtenant parts thereof to and from said property.

It is also agreed that the Grantor, their heirs or successors, shall contact the Grantee, their heirs or successors with reasonable notice prior to any closure.