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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
BACKMAN TITLE SERVICES
BY: AMF, DEPUTY - WI 15 P.

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

AMENDMENT TO
JORDAN RIVER PROFESSIONAL PLAZA
EASEMENT AGREEMENT

THIS AMENDMENT TO THE JORDAN RIVER PROFESSIONAL PLAZA EASEMENT AGREEMENT (this "Amendment") is entered into as of the ____ day of _____, 2005, and amends that EASEMENT AGREEMENT recorded July 14, 2005 by the Salt Lake County recorder with recording reference number of 9432742; Book 9159 Page 2595 for the purpose of extending the length of the Easement, incorporating additional landowners, and making other changes as follows :

Land Owners. The Land Owners named in that original EASEMENT AGREEMENT are 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; the South Jordan Canal Company, a non-profit Utah corporation, having an address of 11515 South 1300 West, South Jordan, Utah, 84095. By this Amendment, three additional Land Owners consent to become parties to the EASEMENT AGREEMENT, namely: Laurie Berg, a married woman, having an address of 1150 West 10400 South, South Jordan, Utah, 84095, Sri Ganesha Hindu Temple of Utah, a church, having an address of 9859 South Dream Circle, South Jordan, Utah, 84095, and Wade Sandy, which purports to be Wade Sandy Business Trust, a Utah trust, having an address of 2210 East 3300 South #25, Salt Lake City, Utah, 84109 . All eight Land Owners may be hereinafter collectively referred to as either "the Land Owners" or as "the Parties," and all references to the Land Owners or the Parties, whether in this Amendment or in the original EASEMENT AGREEMENT, shall refer to all eight Land Owners. The Jordan River Professional Plaza land owners comprised of 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".

W I T N E S E T H:

WHEREAS, Laurie Berg 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 "A" attached hereto (the "Laurie Berg Parcel"), which parcel is not part of the Jordan River Professional Plaza but over which the Access Easement described herein traverses and which parcel is presently developed with a home; and

WHEREAS, Sri Ganesha Hindu Temple of Utah is the owner of two adjacent parcels of real property located in the City of South Jordan, Salt Lake County, Utah, and more fully described in Exhibit "B" attached hereto (the "Sri Ganesha Hindu Temple of Utah Parcel"), which parcels are not a part of the Jordan River Professional Plaza but over which the Access Easement described herein traverses and which parcels are presently developed roadways; and

WHEREAS, Wade Sandy, which purports to be the Wade Sandy Business Trust 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 "C" attached hereto (the "Wade Sandy Business Trust Parcel"), which parcel is not part of the Jordan River Professional Plaza but over which the Access Easement described herein traverses and which parcel is presently undeveloped land; 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, the Laurie Berg Parcel, the Sri Ganesha Hindu Temple of Utah Parcel, and the Wade Sandy Business Trust 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 Extension of Access Easement. The Land Owners Wade Sandy, which purports to be the Wade Sandy Business Trust, and Sri Ganesha Hindu Temple of Utah 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 their respective Parcels depicted as the "Ingress/Egress Easement pages 1 & 2" on the Site Plan attached as Exhibit "G" in the original EASEMENT AGREEMENT and more particularly described in Exhibit "H" attached in the original EASEMENT AGREEMENT as well as those portions of the three additional party's Parcels depicted as the "Ingress/Egress Easement page 1" on the Site Plan attached hereto as Exhibit "D" in this AMENDED EASEMENT AGREEMENT and more particularly described as Exhibit "E" attached hereto in this AMENDED EASEMENT AGREEMENT (the "Amendment To Jordan River Professional Plaza Easement Agreement").

Land Owner Laurie Berg hereby grants, declares and reserves for the mutual benefit of her respective Parcel 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 temporary, mutual, nonexclusive right, license and easement for vehicular access, ingress and egress, on, over and across those same portions of her Parcel as referenced above. The extended access easement across the Laurie Berg Property will become permanent and perpetual upon receipt by Laurie Berg of the final balloon payment pertaining to the purchase of the Laurie Berg parcel by Miller Phase 4, LLC, which shall be made on or before May 30, 2006.

1.2 Improvement of Parcels for Extended Access Easement. In addition to the improvements mentioned in Section 1.3 of the original EASEMENT AGREEMENT, the Plaza Parties agree to provide the following improvements to the Extended Access Easement that benefit the Land Owners and to allocate the cost of improvements as 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: (1) provide as necessary, road base and asphalt to South Jordan City's private road standards to 24' wide within the Extended Access Easement, across the Sri Ganesha Hindu Temple of Utah parcel, the Laurie Berg parcel, and the Wade Sandy Business Trust parcel; (2) provide a street light at the corner where the South Jordan City road called Hindu Temple Road meets the Extended Access Easement; and (3) provide two stop signs where the Extended Access Easement meets the private lane owned by the Sri Ganesha Hindu Temple of Utah as the private lane heads north from the Extended Access Easement. The installation of the above-mentioned improvements shall occur once the Extended Access Easement has become permanent and perpetual and prior to Certificate of Occupancy issued by South Jordan City for the Jordan River Professional Plaza Phase 3's office building on or before November 30, 2006. The Land Owners consent to the above-mentioned improvements being installed and agree to allow a minimal encroachment by equipment, machines, and laborers during installation. If during installation of improvements the Plaza parties alter the Land Owners' respective Parcels, the Plaza Parties agree to restore them to pre-improvement condition. *Fire hydrant in the Sri Ganesha Hindu Temple roadway to be capped or moved out of the roadway*

1.3 Parking Access. Miller Phase 3, LLC and Miller Phase 4, LLC specifically and specially grant to Sri Ganesha Hindu Temple and its Permittees the use of the parking lot located east of the canal for the limited purpose of accommodating overflow parking for those few Saturdays and/or Sundays each year on which the Sri Ganesha Hindu Temple may hold special events.

ARTICLE II
MAINTENANCE, OPERATION AND USE OF PARCELS AND EXTENDED ACCESS
EASEMENT

or a mutually agreed owners association

2.1 Maintenance of Extended Access Parcels. Land Owner Miller Keefe & Associates, Inc. shall coordinate maintenance of the Extended Access Easement, either by performing said maintenance itself or by contracting for the provision of maintenance. Maintenance expenses pertaining to the Extended 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 Owners South Jordan Canal Company, Laurie Berg, Sri Ganesha Hindu Temple of Utah, and Wade Sandy Business Trust 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-stripping when necessary, pavement repair, lighting, and landscaping.

2.2 Payment for Maintenance. The Plaza Parties shall remit payment for maintenance performed pursuant to paragraph 2.1 above in accordance with paragraph 3.2 of the original EASEMENT AGREEMENT.

ARTICLE III MISCELLANEOUS

3.1 Entire Agreement. All terms and conditions in the original JORDAN RIVER PROFESSIONAL PLAZA EASEMENT AGREEMENT not so modified by this AMENDMENT are incorporated into this Agreement. All Land Owners acknowledge and witness herein they have received copies of this Amendment and the original JORDAN RIVER PROFESSIONAL PLAZA EASEMENT AGREEMENT which together contain 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, neither the original EASEMENT AGREEMENT nor this Amendment shall 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 in the original Easement Agreement 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 the original "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.**

3.2 Counterparts. This Amendment 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 Amendment shall be accepted by the Land Owners to this Amendment as valid and binding in lieu of original signatures; however, within five (5) business days after the execution of this Amendment, 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.

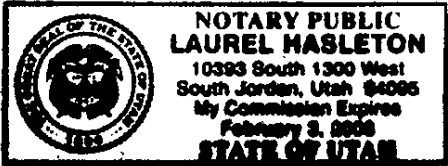
- Exhibit A: Legal Description of Laurie Berg Parcel
- Exhibit B: Legal Description of Sri Ganesha Hindu Temple of Utah Parcels 1 & 2
- Exhibit C: Legal Description of Wade Sandy, which purports to be Wade Sandy Trust Parcel
- Exhibit D: Site Plan Pages 1 & 2
- Exhibit E: Legal Description of Easement for the Additional Three Parcels which amends and extends the Jordan River Professional Plaza Easement Agreement

Signature Pages Follow:

ACKNOWLEDGED AND AGREED BY THE FOLLOWING LAND OWNERS:

Miller Keefe & Associates, Inc.

[Signature] - Pres
By: David W. Miller
Its: President
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 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 10 day of Aug., 2005.

[Signature]
Notary Public

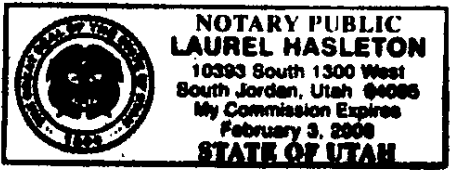
Miller Phase 2, LLC

[Signature]
By: Nathan Gleave
Its: Manager
STATE OF Utah)
) :SS
COUNTY OF Salt Lake)

[Signature]
By: Dallen Ormond
Its: Manager

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 24 day of Aug., 2005.



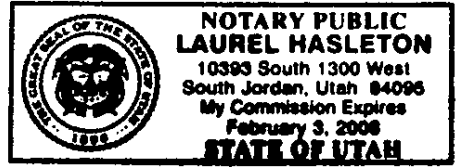
[Signature]
Notary Public

Miller Phase 3, LLC

[Signature]
By: David W. Miller
Its: Manager

[Signature]
By: Virginia L. Miller
Its: Manager

STATE OF Utah)
COUNTY OF Salt Lake) :SS



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 David 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 10 day of Aug, 2005.

[Signature]
Notary Public

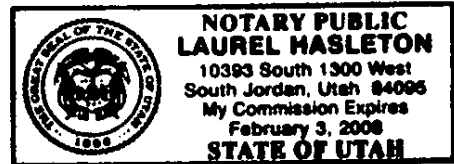
Miller Phase 4, LLC

[Signature]
By: David W. Miller
Its: Manager

[Signature]
By: Virginia L. Miller
Its: Manager

[Signature]
By: Steven Tobias
Its: Manager

STATE OF Utah)
COUNTY OF Salt Lake) :SS



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 Steven 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 10 day of Aug, 2005.

[Signature]
Notary Public

South Jordan Canal Company

Larry Jacobson
By: Larry Jacobson
Its: President

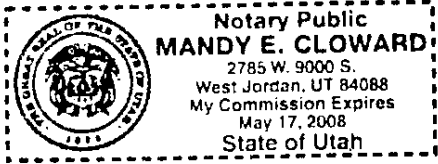
Gary Cannon
By: Director
Its:

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 22nd day of August, 2005.



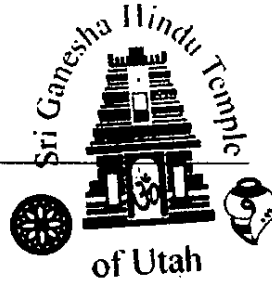
Mandy E. Cloward
Notary Public

Sri Ganesha Hindu Temple of Utah- Land Owner

Indira Neelagannan

By: Director for
Its: the Sri Ganesha
Hindu Temple.

By:
Its:

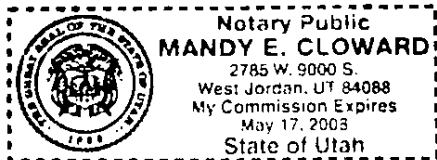


STATE OF Utah)

COUNTY OF Salt Lake) :SS

BEFORE ME a Notary Public in and for the State and County aforesaid, personally appeared by Indira Neelagannan, and by _____ its Director, and its N/A 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 organization.

WITNESS my hand and seal this 22nd day of August, 2005.



Mandy E. Cloward
Notary Public

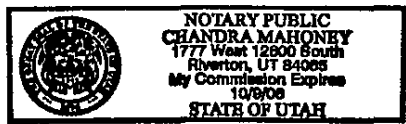
Wade Sandy, which purports to be Wade Sandy Business Trust Land Owner

Shane Wade
By: Shane Wade as President of La Parisienne Inc- Corporate Trustee

STATE OF Utah)
COUNTY OF Saltlake) :SS

BEFORE ME a Notary Public in and for the State and County aforesaid, personally appeared , by Shane wade , as President of La Parisienne Inc., Corporate Trustee of the Wade Sandy Business Trust 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 trust.

WITNESS my hand and seal this 25th day of August, 2005.



Chandra Mahoney
Notary Public

Laurie Berg - Land Owner

Laurie Berg

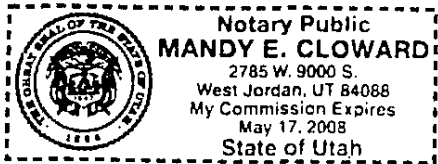
By: *Laurie Berg*
Its: *Land Owner*

STATE OF *Utah*)

COUNTY OF *Salt Lake*) :SS

BEFORE ME a Notary Public in and for the State and County aforesaid, personally appeared, by *Laurie Berg*, its *Land Owner*, who acknowledged that she/he did sign the foregoing instrument and that the same was his/her free act and deed.

WITNESS my hand and seal this *25th* day of *August*, 2005.



Mandy E. Cloward
Notary Public

Exhibit A
Laurie Berg Parcel
Legal Description

the following described tract of land in SALT LAKE County, State of Utah:

Beginning at a point which is East 1247.50 feet from the Southwest corner of the North half of the Northwest quarter of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 264 feet; thence East 165 feet; thence South 264 feet; thence West 165 feet to the point of beginning.

Together with the usage of a 25 foot right of way described as running East from the Southeast corner of the subject property to 1000 West.

TAX ID # 27-14-126-025

Exhibit B
Sri Ganesha Hindu Temple of Utah Parcels
Legal Descriptions

Parcel Number: 2714126026

BEG N 0°01'55" E 1326.47 FT & S 89°58'05" E 855.34 FT & N 89°50'23" E 43.26 FT & ~~N 89°50'23" E 43.26 FT~~ & N 89°05'11" E 45.18 FT & S 87°12'58" E 39.34 FT & S 89°03'15" E 430.15 FT FR W 1/4 COR SEC 14, T 3S, R 1W, SLM; N 268.94 FT M OR L; E 50 FT; S 269.76 FT M OR L; N 89°03'15" W 50 FT TO BEG. 0.31 AC M OR L. 5465-1814 7988-2634

Parcel Number: 2714126031

BEG N 1317 FT & W 910.35 FT FR CEN SEC 14, T 3S, R 1W, SLM; W 255.63 FT; S 23.25 FT; S 89°03'13" E 255.66 FT; N 27.08 FT TO BEG. 0.15 AC M OR L. 0.15 AC M OR L. 4583-0019 5869-2101 6572-1936,1939 6667-1013 7988-2631 8366-3189

Exhibit c
**Wade Sandy, which purports to be Wade Sandy Trust Parcel
Legal Description**

Parcel Number: 2714126030

BEG N 0°01'55" E 1326.47 FT & S 89°58'05" E 855.34 FT & N 89°50'23" E 43.26 FT & N 89°05'11" E 45.18 FT & S 87°12'58" E 39.34 FT & S 89°03'15" E 480.15 FT FR W 1/4 COR SEC 14, T 3S, R 1W, SLM; N 269.76 FT M OR L; E 495 FT; S 264 FT; W 268.8 FT M OR L; N 89°03'15" W 225.66 FT TO BEG. LESS & EXCEPT BEG N 1317 FT & W 910.35 FT FR CEN SEC 14, T 3S, R 1W, SLM; W 255.63 FT; S 23.25 FT; S 89°03'13" E 255.66 FT; N 27.08 FT TO BEG. 0.15 AC M OR L. 2.92 AC. 4583-0019 6572-1936 5869-2101 6572-1939 6667-1013 7988-2631 8366-3189

Not to Scale

Exhibit D



Sri Ganesha Hindu Temple

PHASE III

PHASE IV

Laurie Berg

Sri Ganesha Hindu Temple

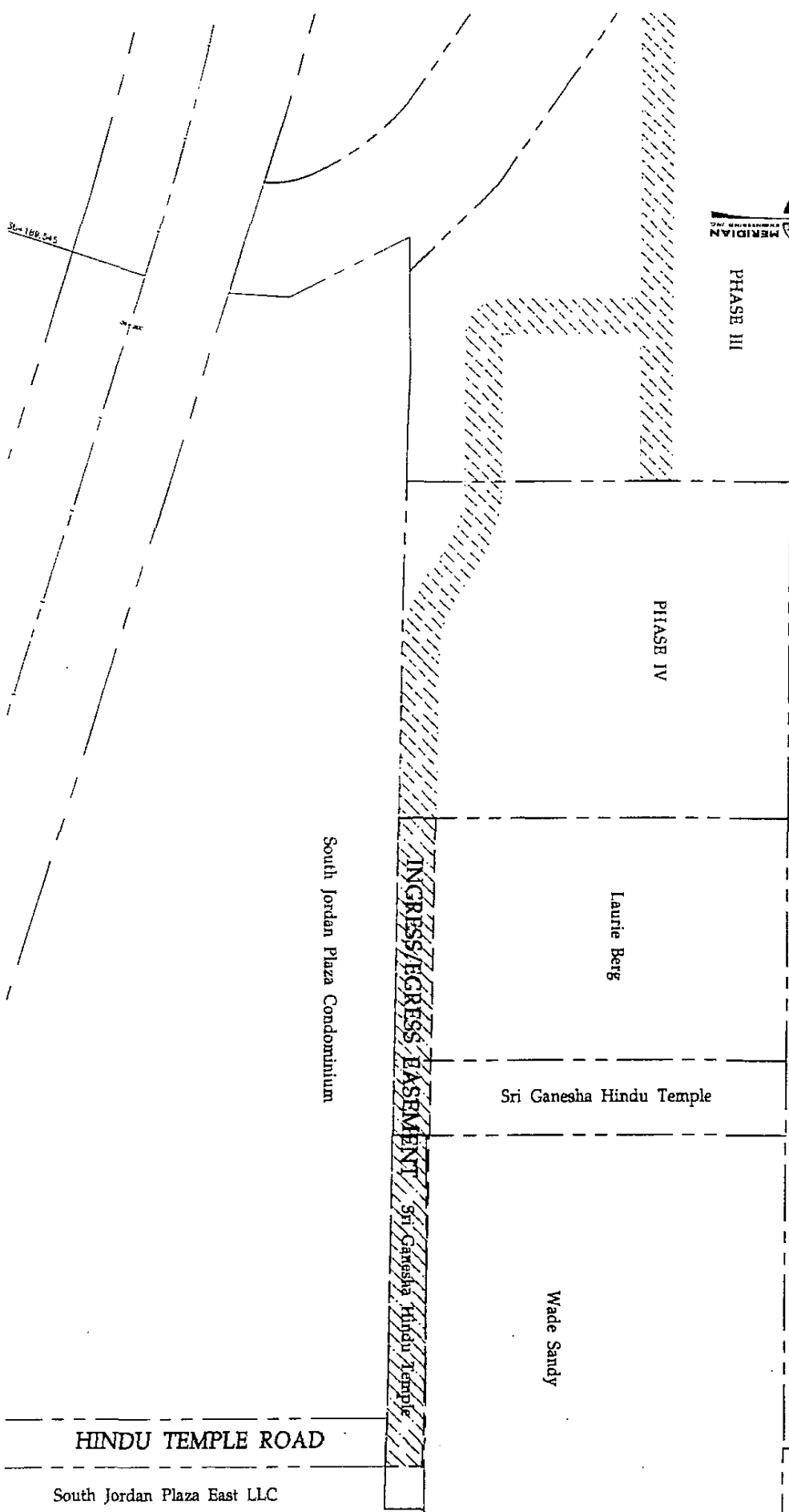
Wade Sandy

INGRESS/EGRESS EASEMENT
Sri Ganesha Hindu Temple

South Jordan Plaza Condominium

HINDU TEMPLE ROAD

South Jordan Plaza East LLC



INGRESS/EGRESS EASEMENT

MILLER DEVELOPMENT

SITUATE IN THE
N1/2NW1/4 OF SECTION 14, T35, R1W, S1&4M

COMP. FILE
Ingress/Egress
PROJECT NO.
04018
SHEET NO.
1 of 1

DAVID W. MILLER

10391 SOUTH 1200 WEST
SOUTH JORDAN, UTAH



MERIDIAN
ENGINEERING, INC.
4011 SOUTH REDWOOD ROAD SUITE A
MIDvale, UT 84047
PHONE: (801) 566-3115 FAX: (801) 566-3118

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RECORDING, OR BY
ANY INFORMATION
SYSTEMS WITHOUT
PERMISSION IN
WRITING FROM
MERIDIAN ENGINEERING, INC.

Exhibit E
Ingress & Egress Easement

A perpetual ingress and egress easement, upon part of an entire tract of property, in the Northwest Quarter and the Northeast 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:

Beginning at a point in the westerly boundary line of the Laurie Berg parcel according to that certain Special Warranty Deed recorded on May 28, 2003 as entry no. 8665026, in book 8805, page 2285 which point is 1247.50 feet South 89°57'57" East and 22.79 feet North 0°02'03" East from the Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 14 and running thence South 89°03'15" East 441.33 feet to the easterly right of way line of Hindu Temple Road; thence South 00°03'41" West 25 feet along said easterly right of way line of Hindu Temple Road to the Northeast corner 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 441.29 feet along the northerly boundary line of said South Jordan Plaza Condominium Plat to the Southwest corner of said Laurie Berg parcel; thence North 0°02'03" East 25.01 feet along said westerly boundary line to the point of beginning.

The above described ingress and egress easement contains 11,034 square feet or 0.253 acre 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.