

LARRY H. MILLER MANAGEMENT CO. M
9350 S. 150 E #1000
Sandy UT 84070

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ENT 198467;2003 PG 1 of 10
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2003 Dec 18 4:40 pm FEE 33.00 BY SS
RECORDED FOR MILLER FAMILY REAL ESTATE

DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT ("Declaration") is dated this 24th day of November 2003 by MILLER FAMILY REAL ESTATE, L.L.C., a Utah limited liability company of 9350 South 150 East, Suite 1000, Sandy, Utah 84070 (hereinafter referred to as "Declarant").

WHEREAS, Declarant is the owner of a parcel of real property located in Lindon City, Utah County, State of Utah that is more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter the "Property"); and

WHEREAS, Declarant is desirous of creating an easement for construction and maintenance of a storm drainage system to run along a portion of the Property.

THEREFORE, Declarant hereby states as follows:

1. Easement Area. For the purposes of this Declaration, the term "Easement Area" shall be the area described on Exhibit "B" attached hereto and by this reference made a part hereof.
2. Creation of Easement. Declarant hereby creates a perpetual, nonexclusive easement and right of way (the "Easement") for storm drains over and across the Easement Area, with full and free right of entry for the current and all future owners of any portion of the Property and their respective tenants, servants, invitees, visitors and licensees at all times hereafter. The Easement shall include, but not be limited to, the right to install, construct, reconstruct, remove, replace, renew, inspect, maintain, repair, improve and otherwise use the Easement Area for storm drain purposes, together with the right of access and ingress and egress upon, through, over and across the Property as necessary in connection with the use and enjoyment of the Easement. No excavation, building, structure or obstruction will be constructed, erected, built or permitted within the Easement Area and no change will be made by grading or otherwise to the surface or subsurface of the Easement Area or to the ground immediately adjacent to the Easement Area.
3. Use of Easement Area. The Easement Area will be utilized only in accordance with the terms and intent of this Declaration.
4. Effect of Breach. No breach, whether or not material, of the provisions of this Declaration shall entitle any party to cancel, rescind or otherwise terminate this Declaration, but such limitations shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions hereof, including, without limitation, the right to collect damages or to compel specific performance.
5. Runs With the Land. This Declaration is made for the direct benefit of the party hereto and its successors and assigns as title holders of any portion of the Property. This Declaration shall bind the Property and all successive owners of the Property, or any portion thereof, for the benefit of Declarant and all successive owners of the Property, or any portion

thereof. The benefits and burdens of the easements and covenants contained in this Declaration shall run with the Property as covenants and equitable servitudes running with the land.

6. Maintenance. Each owner of any portion of the Property (as existing from time to time) shall be responsible to pay a pro rata share of the cost of the construction, care and maintenance of the Easement Area. The pro rata share shall be calculated based upon the proportion of the Property which is owned by such owner. Such care and maintenance shall include, without limitation, snow removal, landscaping and all other items that may become necessary to keep each Easement Area in a good state of repair.

7. Insurance. Each owner of any part of the Property shall carry its own liability insurance against claims against such party arising out of events occurring on or about the portion of the Easement Area which crosses the portion of the Property owned by such owner.

8. Indemnity. Any owner of any part of the Property shall indemnify and hold any other owner of any portion of the Property harmless from and against any and all actions, suits, debts, liens, damages, claims, liabilities, losses, costs or expenses, including, but not limited to reasonable attorney fees and court costs the other owner may incur as a result of such owner's use of the Easement.

9. Attorney Fees. In the event of any action or proceeding to compel compliance with, or for a breach of, the terms and provisions of this Declaration, the prevailing party shall be entitled to recover from the losing party all of the reasonable attorney fees and court costs of the prevailing party.

10. Time. Time is of the essence of this Declaration and each and every provision hereof.

11. Additional Documents. The parties hereto agree to execute (and if appropriate, have acknowledged) and deliver to each other such other documents and instruments as may be necessary or appropriate to evidence or to carry out the terms of this Declaration.

12. Severability. Any provisions of this Declaration which shall prove to be invalid, void or illegal, shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

13. Governing Law. This Declaration shall be construed in accordance with and governed by the laws of the State of Utah.

14. Waiver. Failure by any party to enforce any covenant, condition or restriction contained herein or in any certain instance or on any particular occasion shall not be deemed to be a waiver of such right on any such future breach of the same or any other covenant, condition or restriction.

15. Construction. The provisions of this Declaration shall be liberally construed to effect its purpose. The section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

16. Modification. This Declaration may not be modified in any respect whatsoever, or rescinded in whole or in part, except by written instrument executed by the then current fee owners of the Property and recorded in the Official Records of Utah County, Utah.

17. Exhibits. The exhibits attached hereto are incorporated herein by reference and made a part hereof.

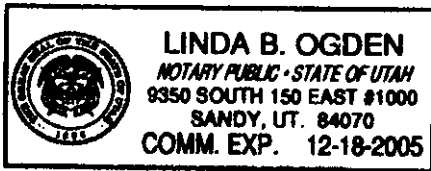
IN WITNESS WHEREOF, this Declaration is executed on the day and year first written above.

MILLER FAMILY REAL ESTATE, L.L.C.
a Utah limited liability company

By Lawrence H. Miller
Lawrence H. Miller
Operating Manager

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

On the 24th day of November 2003, personally appeared before me Lawrence H. Miller, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same in his capacity as Operating Manager of Miller Family Real Estate, L.L.C., a Utah limited liability company.



Linda B. Ogden
NOTARY PUBLIC

LEGAL DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION
EXHIBIT "A"

A portion of the Northwest Quarter of Section 4, Township 6 South, Range 2 East, Salt Lake Base and Meridian; more particularly described as follows: Beginning at a point located South 0°56'01" East along the Section line 33.60 feet and East 29.18 feet from the Northwest Corner of Section 4, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 89°50'41" East 541.24 feet; thence North 89°42'17" East 27.36 feet; thence South 89°59'34" East 72.52 feet; thence North 89°35'39" East 254.26 feet; thence South 1°55'29" East along the Projection of, and along the Westerly line of that real property described in Book 4706, at Page 760 of Official Records of Utah County 174.01 feet; thence North 89°04'37" East 397.90 feet; thence North 0°07'09" East 169.95 feet the previous 2 courses along said property; thence North 89°01'24" East 158.89 feet to the Northwest Corner of that real property described in Deed Book 4032, at Page 104 of the Official Records of Utah County; thence South 0°07'00" West 148.60 feet; thence North 89°57'00" East 86.58 feet to the Northwest Corner of Lot 4, Lindon Park Station "C" Subdivision, according to the official plat thereof, on file in the Office of the County Recorder, the previous 2 courses along said property; thence South 0°07'39" East along said subdivision 1038.91 feet; thence Southeasterly along the arc of a 317.00 foot radius curve (radius bears: South 2°34'46" West) 71.84 feet through a central angle of 12°59'07" (chord: South 80°55'41" East 71.69 feet); thence South 74°26'07" East 69.59 feet; thence South 1°50'22" East 344.92 feet to the Northeast Corner of Lot 1, Lindon Park Station "A" Subdivision, according to the official plat thereof on file in the office of the Utah County Recorder; thence South 88°09'38" West 693.00 feet; thence South 66°30'28" West 76.40 feet; thence South 64°13'52" West 79.00 feet; thence Southeasterly along the arc of a 305.00 foot radius curve (radius bears; South 64°13'50" West) 127.38 feet through a central angle of 23°55'46" (chord: South 13°48'15" East 126.46 feet); thence South 1°50'22" East 151.21 feet; thence along the arc of a 395.00 foot radius curve to the left 264.83 feet through a central angle of 38°24'52" (chord: South 21°02'48" East 259.90 feet); thence South 30°00'00" West 189.38 feet, the previous 7 courses along said Subdivision; thence North 62°38'00" West 316.81 feet; thence North 10.25 feet; thence North 61°26'11" West 351.37 feet; thence North 62°38'00" West 101.00 feet; thence North 57°55'58" West 231.28 feet; thence North 0°30'30" West 217.75 feet; thence North 0°02'49" East 820.60 feet; thence North 2°27'15" West 134.14 feet; thence North 1°06'09" West 348.70 feet; thence North 88°55'55" East along the extension of, and along the Southerly line of the Real Property described in Deed Book 3680, at Page 305 of the Official Records of Utah County 271.39 feet; thence North 0°21'07" West 115.65 feet; thence South 89°47'03" West 6.44 feet the previous 2 courses along said line; thence North 0°55'39" West along a fenceline 94.40 feet to the Northerly line of that Real Property described in Deed Book 1785, at Page 682 of the Official Records of Utah County; thence South 89°48'59" West along said line 267.37 feet; thence North 2°13'20" West 5.24 feet; thence North 0°52'21" West 87.61 feet to the point of beginning.<BR

Less and excepting all of Lindon Gateway Subdivision Plat "A".

Also Less and Excepting:

Commencing South 1229.29 feet and East 1010.72 feet from the Northwest corner of Section 4,

Township 6 South, Range 2 East, Salt Lake Base and Meridian, Thence North 88°12'08" East 541.94 feet; Thence along a curve to the right (chord bears South 89°37'26" East 24.05 feet, Radius 317 feet); Thence along a curve to the left (chord Bears South 80°54'34" East 71.9 feet, Radius 317 feet) South 74°26'07" East 69.59 feet; Thence South 01°50'22" East 344.93 feet; South 88°09'38" West 693.02 feet; Thence South 66°30'28" West 65.38 feet; Thence North 25°46'10" West 21.49 feet; Thence along a curve to the right (chord bears North 12°53'05" West 222.99 feet, Radius 500 feet); Thence North 69.57 feet along a curve to the right (chord bears North 44°06'04" East 139.19 feet, Radius 100 feet) to the point of beginning.

PARCEL 2:

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Lot 4, Plat "B", Lindon Park Station Subdivision, according to the official plat thereof on file in the office of the Utah County Recorder.

Less and Excepting:

Beginning at a common corner between Lots 4 & 5, located South 62°38'00" East 206.04 feet along the rear of lot 4 and South 89°58'41" East 16.37 feet and North 30°27'40" East 71.42 feet from the Southwest Corner of lot 3, Plat "A", Lindon Park Station subdivision, according to the Official plat thereof on file in the office of the Utah County Recorder: Thence North 30°27'40" East 77.03 feet; Thence Southeasterly along the arc of a 305.00 foot radius non-tangent curve (radius bears South 31°09'53" West) 92.83 feet through a central angle of 17°26'20" (chord South 50°06'58" East 92.47 feet); Thence South 49°27'33" West 46.22 feet; Thence South 59°58'47" West 24.41 feet; Thence South 49°27'33" West 18.00 feet; Thence North 40°32'27" West 61.65 feet to the point of beginning.

Said Parcels of Land also described as:

BEGINNING at a point on the Southwest corner of the Lindon Gateway Subdivision Plat "A", according to the official plat thereof, said point being North 89°45'36" East 48.20 feet along the Section Line and South 1095.61 feet from the Northwest Corner of Section 4, Township 6 South, Range 2 East, Salt Lake Base and Meridian and running thence along said subdivision the following (6) courses, along the arc of a 341.00 foot radius curve to the left, (radius bears North 53°31'27" East) 318.51 feet, South 89°59'35" East 401.51 feet to a point on a 100.00 foot radius curve to the right, (radius bears South 00°00'25" West), along the arc of said curve 157.07 feet, South 65.10 feet to a point on a 590.00 foot radius curve to the left, (radius bears East), along the arc of said curve 265.36 feet and South 25°46'10" East 20.98 feet to the Northwest Corner of Lindon Park Station Subdivision Plat "A", according to the official plat thereof; thence along said subdivision the following (4) courses, along the arc of a 305.00 foot radius curve to the right (radius bears South 64°13'50" West) 127.38 feet, South 01°50'22" East 151.21 feet to a point on a 395.00 foot curve to the left, (radius bears North 88°09'38" East) 264.83 feet to the Northeast corner of Lindon Park Station Subdivision Plat "B", according to the official plat thereof; thence along said subdivision the following (3) courses, along the arc of a 395.00 foot radius curve to the left, (radius bears North 49°44'46" East) 136.13 feet, South 60°00'00" East 81.54 feet and along the arc of a 305.00 foot radius curve to the right, (radius bears South 30°00'00" West) 6.21 feet; thence South 30°27'40" West 148.45 feet to the South line of said subdivision; thence North 89°58'41" West 16.37 feet along said South line; thence North 62°38'00" West 522.85 feet; thence North 10.25 feet; thence North 61°26'11" West 351.37 feet; thence North 62°38'00" West

101.00 feet; thence North 57°55'58" West 231.28 feet; thence North 00°30'30" West 217.75 feet; thence North 00°02'49" East 548.49 feet to the point of beginning.

The following is shown for information purposes only: Tax I.D. No's are 45-322-0007 and 17-015-0122

EXHIBIT "B"

LEGAL DESCRIPTION OF THE EASEMENT AREA



Engineers & Land Surveyors

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505 South Main
Bountiful, Utah 84010
Phone (801) 292-0400
FAX (801) 292-8216

November 14, 2003

**Storm Drain Easement
for
Lexus of Lindon**

BEGINNING at a point on the Southwest corner of the Lindon Gateway Subdivision Plat "A" according to the official plat thereof, said point being North 89°45'36" East 48.20 feet along the Section Line and South 1095.61 feet from the Northwest corner of Section 4, Township 6 South, Range 2 East, Salt Lake Base and Meridian and running thence along said subdivision 284.99 feet along a 341.00 foot radius curve to the left, (radius bears North 53°31'27" East); thence South 134.16 feet; thence West 198.91 feet; thence South 00°02'49" West 475.89 feet; thence North 88°09'38" East 213.18 feet; thence South 01°37'11" East 143.18 feet; thence South 61°26'11" East 646.69 feet; thence South 50°15'00" West 21.52 feet; thence North 61°26'11" West 650.24 feet; thence North 01°37'11" West 134.61 feet; thence South 88°09'38" West 213.77 feet; thence North 00°02'49" East 496.54 feet; thence West 22.00 feet; thence North 00°02'49" East 270.79 feet to the point of beginning.

SECTION LINE & BASIS OF BEARINGS
S89°45'36"W 2662.25

NORTHWEST CORNER
SECTION 4, T.8 S., R.2 E.,
S.1.B. & M.
(MONUMENT FOUND)

NORTH QUARTER CORNER
SECTION 4, T.8 S., R.2 E.,
S.1.B. & M.
(MONUMENT FOUND)

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FUTURE DEVELOPMENT

LEXUS SITE

PROPOSED
20' STORM DRAINAGE
EASEMENT

PROPOSED
20' STORM DRAINAGE
EASEMENT

EXIST. ASPHALT ROAD

U.G.T. PROPERTY

