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Book - 10546 Pg - 928-944
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
ANDERSON
2010 N REDWOOD RD
SLC UT 84116
BY: CRA, DEPUTY - WI 17 P.

WHEN RECORDED, RETURN TO

Wade R. Budge
SNELL & WILMER L.L.P.
Gateway Tower West
15 West South Temple, Suite 1200
Salt Lake City, Utah 84101

SPACE ABOVE THIS LINE FOR USE BY THE RECORDER

Affecting Serial Nos.: 27-24-300-020-0000;
27-24-300-021-0000;
27-24-401-006-0000;
27-24-401-003-0000

DECLARATION OF RECIPROCAL EASEMENTS

THIS DECLARATION OF RECIPROCAL EASEMENTS (“Declaration”) is made as of APRIL 10, 2017 by MILLER FAMILY REAL ESTATE, L.L.C., a Utah limited liability company (“Declarant”).

RECITALS

A. Declarant is the owner of “Lot 1”, “Lot 2” and “Lot 3”, each of which is more particularly described on the attached Exhibit A. Lot 4, as described in Exhibit A, shall be considered to be part of, and referred to together with, “Lot 3” for purposes of this Declaration.

B. Declarant contemplates that the Lots will be developed as generally indicated and depicted on the attached Exhibit B (the “Site Plan”).

C. Declarant contemplates that certain storm water improvements required by Draper City will be constructed for the mutual benefit of Lot 1 and Lot 2 (which improvements constructed on Lot 1 or Lot 2 are referred to as the “Storm Water Facilities” and the area where the Storm Water Facilities are located is referred to as the “Storm Water Easement Area”).

D. Declarant executes this Declaration in order to establish (i) a reciprocal access easement and covenants regarding the area depicted as the “Access Easement” on the on the attached Exhibit C and as the “Private Street” or “Opportunity Way” on the LHM at Lone Peak Parkway, a Commercial Subdivision, plat recorded with the Salt Lake County Recorder on APRIL 10, 2017 as Entry No. 12511875 (the “Plat”), for the benefit of the Lots; (ii) a storm water easement (“Storm Water Easement”) over, on, and under the Storm Water Easement Area to facilitate storm water drainage, from and between Lot 1 and Lot 2 and the public improvements and roads; and (iii) a culinary water easement, as more particularly described below.

E. The below grants, stipulations, and restrictions confirm the agreement and understandings with respect to the ownership, use, and maintenance of the Access Easement and the Storm Water Easement, and certain other matters.

4810-4962-7716

AGREEMENT AND GRANT

NOW THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant declares as follows:

1. **Definitions.** Unless otherwise specifically stated herein, each reference in this Declaration to “Declarant” shall include the assign(s) of Declarant. Declarant need not be a fee owner of any Lot. The term “**Owner**” as used in this Declaration shall refer to the owner of fee title to all or any portion of the Lots; provided, however, in the event fee title is held by a person or entity for security purposes only, the Owner of such property shall be the person or entity then entitled to the economic benefits of ownership of such property. For example, in the case of property subject to a deed of trust, the “Owner” shall be the trustor designated in the deed of trust or, if the property has subsequently been conveyed, the then holder of the interest in the subject property previously held by the trustor. Lot 1, Lot 2, and Lot 3 may sometimes be referred to collectively as the “**Lots**,” and the Lots may hereinafter sometimes be individually referred to as a “**Lot**.” The Access Easement [defined below] is located on each of the Lots and is at times referred to as the “**Access Easement Area**,” and is depicted on **Exhibit B** and described and depicted on the attached **Exhibit C**. For purposes of this Declaration, “**Permittees**” shall mean the respective Owner’s successors and assigns, tenants, subtenants, and licensees to all or a portion of Lots, and its and their respective agents, invitees, customers, employees, and contractors. The Storm Water Easement Area is depicted on **Exhibit B** and legally described and depicted on the attached **Exhibit C**.

2. **Incorporation of Recitals.** The Recitals set forth above are hereby incorporated into this Declaration and may be used in the interpretation of this Declaration.

3. **Planned Development.** The Site Plan depicts the way in which Declarant presently contemplates that the Lots will be developed, including the approximate locations of the buildings on the Lots, the Storm Water Facilities, the private roads within the Lots, and the culinary water system.

(a) Declarant will locate and construct the Storm Water Facilities within the Storm Water Easement Area shown on the Site Plan.

(b) Declarant will locate and construct the private road within the Access Easement Area depicted on the Plat and Site Plan.

4. **Grant of Reciprocal Easements.**

(a) **Access Easement.** Declarant conveys, declares, and grants for the benefit of each of the Lots, the Owners, and each Owner’s respective Permittees, a perpetual, non-exclusive, and continuous easement and right-of-way (the “**Access Easement**”), in common with all Lots, their Owners and their respective Permittees, over, upon and across the Access Easement Area. The purpose of the Access Easement is limited to vehicular and pedestrian ingress and egress to and from the Lots and the public streets adjoining the Access Easement Area, and maintenance, repair, and replacement of the Access Easement Areas as provided in this Declaration.

(b) **Storm Water Easement.** Declarant conveys, declares, and grants for the benefit of Lot 1 and Lot 2, the Owners of Lot 1 and Lot 2, and such Owners’ respective Permittees, a perpetual, non-exclusive easement over, through, under, and within the

Storm Water Easement Area for the construction, reconstruction, operation, maintenance, and repair of storm water drainage pipes, pipelines, standpipes, manholes, headwalls, outlets, overflows, and other facilities for the purpose of providing storm water drainage, detention, and absorption from each of Lot 1 and Lot 2. Each Owner may install improvements on its Lot of the type, in the manner and at such time as such Owner deems appropriate; provided, however, all such Storm Water Facilities improvements in the Storm Water Easement Area shall be installed in accordance with applicable laws, rules, regulations and ordinances, in a manner such that the Storm Water Easement Area is suitable for use for the purposes herein specified and so that the improvements of the Storm Water Easement Area are compatible with the improvements on Lot 1 and Lot 2.

(c) Culinary Water Easement. Declarant conveys, declares, and grants for the benefit of each of the Lots, the Owners, and each Owner's respective Permittees, a perpetual, non-exclusive easement (the "**Culinary Easement**"), over, through, under, and within such portions of the Lots containing, as may be relocated pursuant to this Declaration from time-to-time, the culinary water system which Declarant has located and constructed, or will locate and construct, on the Lots, as may be shown on the Site Plan. The purpose of the Culinary Easement is limited to the operation, removal, repair, replacement, relocation, or maintenance of the culinary water system, lines, pipes, mains, pump stations, facilities, related utilities, or appurtenances thereto. The Culinary Easement shall not encumber those portions of the Lots upon which buildings or other structures are located from time-to-time. Each Owner may relocate the Culinary Easement and associated culinary water system located within an Owner's Lot at such Owner's sole cost upon 30 days' prior written notice to the other Owners, so long as such relocation is accomplished in accordance with applicable laws, rules, regulations and ordinances, in a manner such that the Culinary Easement and associated culinary water system is suitable for use for the purposes herein specified and so that the improvements of the Culinary Easement are compatible with the improvements on the Lots.

5. Maintenance.

(a) Maintenance of Access Easement Area. Declarant shall maintain, repair, and replace, in good condition and repair, the road improvements and surfaces to be located on the Access Easement Area, including, without limitation, snow removal. Declarant shall perform, or cause its contractors to perform, the maintenance work contemplated by this subsection and the Owner(s) of the Lots shall reimburse Declarant its/their portion of the costs of such maintenance, repair, or replacement work within thirty (30) days of the submission of receipts showing the payment of such maintenance work. The Owner(s) of each Lot shall be responsible for the payment of such maintenance, repair, or replacement costs in accordance with the following proportionate amounts: (i) Lot 1: Forty Percent (40%); (ii) Lot 2: Forty Percent (40%); and (iii) Lot 3: Twenty Percent (20%) (the "**Assigned Percentages**"). Declarant shall annually present a budget for projected maintenance, repair, or replacement costs under this subsection to the Owner(s) of the Lots for approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

(b) Maintenance of Storm Water Easement Area. Declarant shall maintain, repair, and replace, in good condition and repair, the Storm Water Facilities within the Storm Water Easement Area. Declarant shall perform, or cause its contractors to perform, the maintenance work contemplated by this subsection and the Owner(s) of Lot 1 and Lot 2

shall reimburse Declarant its/their portion of the costs of such maintenance, repair, or replacement work within thirty (30) days of the submission of receipts showing the payment of such maintenance work. The Owner(s) of Lot 1 and Lot 2 agree to share on a fifty-fifty basis the costs of operating and maintaining the Storm Water Facilities within the Storm Water Easement Area.

(c) Maintenance of Culinary Easement and Usage Fees Allocations.

- i. Declarant shall maintain, repair, and replace, in good condition and repair, the culinary water system to be located in the Culinary Easement. Declarant shall perform, or cause its contractors to perform, the maintenance work contemplated by this subsection and the Owner(s) of the Lots shall reimburse Declarant its/their portion of the costs of such maintenance, repair, or replacement work within thirty (30) days of the submission of receipts showing the payment of such maintenance work. The Owner(s) of each Lot shall be responsible for the payment of such maintenance, repair, or replacement costs in accordance with the Assigned Percentages.
- ii. In addition, Declarant shall be responsible for the payment to the billing utility of metered usage fees (“Usage Fees”) of the culinary water system for the Lots. Declarant shall pay the Usage Fees and the Owner(s) of the Lots shall reimburse Declarant its/their portion of the Usage Fees within thirty (30) days of the submission of an invoice for the Usage Fees or receipts showing the payment of the Usage Fees. Initially, the Owners of each Lot shall be responsible for the payment of the Usage Fees in accordance with the Assigned Percentages. Six (6) months after the improvements on each of the Lots are operational, Declarant or the Owners shall review the Usage Fees for such six-month period and execute an amendment to this Declaration which reconciles and allocates the proportionate allocation of the Usage Fees in accordance with each Lot’s actual usage.
- iii. Declarant may assign, in whole or in part, the rights and responsibilities contained in this subsection 5(c) to the Owner of the Lot upon which the billing utility’s meter for the culinary water system is located, pursuant to subsection 5(d) below.

(d) Declarant’s Assignment of Maintenance Obligations. Declarant’s obligations to complete the maintenance, repair, and replacement obligations contained in this Section 5 shall continue until such time as Declarant assigns all or a portion of such obligations to an Owner, or such other individual or entity chosen by Declarant, in the form of an Assignment [defined later] pursuant to Section 13 below.

(e) Limited Obligations. Except for the maintenance, repair, and replacement obligations expressly set forth in this Declaration, each Owner shall be responsible for the procurement, construction, maintenance, repair, and replacement of the improvements and facilities within such Owner’s respective Lot, including, without limitation, parking areas, roadways, walkways, and utilities.

(f) Interest; Administrative Fee; Lien. Any reimbursement amounts which become owing under this Declaration to Declarant or an Owner and which are not paid when due

shall (i) incur an administrative fee in an amount equal to ten percent (10%) of the amount due to the Declarant or Owner from the Defaulting Owner; and (ii) bear interest at the rate of twelve percent (12%) per annum from the date due until paid. In addition to the provisions of Section 6 below, the rights of reimbursement set forth in this Section 5 shall, without further act, be deemed to constitute a lien against the respective Lots, enforceable in accordance with the laws of State of Utah for the unpaid amount, fees and interest under this Declaration, and all actual and reasonable collection costs and expenses related thereto. Such lien shall be subordinate to the interest of any mortgagee of the Lots, irrespective of when their interest attached, and may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction.

6. **Default; Remedies.** If any Owner (“**Defaulting Owner**”) fails to perform its obligations under this Declaration, such failure shall constitute a default and legal action may thereafter be instituted against the Defaulting Owner for any remedy available under this Declaration or applicable law, including, without limitation, specific performance, injunction, or other equitable remedy of the rights and the obligations hereunder. In the event that any Defaulting Owner shall fail to perform its non-monetary obligations under this Declaration or otherwise breach the terms of this Declaration, any non-defaulting Owner may notify the Defaulting Owner and shall specify the breach. If such failure or breach is non-monetary, material, and is not cured within thirty (30) days after receipt of such notice, then such non-defaulting Owner shall have the right to cure the failure or breach, and recover all actual and reasonable costs and expenses related thereto from the Defaulting Owner. Notwithstanding the foregoing, in the event that the failure or breach creates an imminent danger of damage to persons or properties, or jeopardizes the access to any portion of the Lots, no notice shall be required prior to the non-defaulting Owner commencing such work to effect a cure. It is expressly agreed that no breach of this Declaration shall entitle any Owner to cancel, rescind, or otherwise terminate this Declaration. Such limitation, however, shall not affect in any manner any other rights or remedies which an Owner may have hereunder by reason of such breach.

7. **No Interference.** No Owner of the Lots burdened with the Access Easement or the Storm Water Easement Area, or any of their respective Permittees, shall interfere with the other Owners’ and their respective Permittees’ use of the easements granted in this Declaration.

8. **Insurance.** Each Owner shall carry and maintain commercial general liability insurance insuring against claims for personal injury, bodily injury or death, and property damage or destruction, with respect to its Lot, the Storm Water Easement Area and Access Easement Area (as applicable), and the effect of this Declaration. The limits of liability of each insurance policy required under the preceding sentence shall be not less than \$1,000,000 for personal injury or bodily injury or death of any one person and \$2,000,000 for personal injury or bodily injury or death in the aggregate. The insurance policy required under this Section 8 shall insure the performance of such Owner’s indemnity agreements and obligations contained herein and shall be written with an insurer licensed to do business in the State of Utah and shall name Declarant, so long as Declarant retains rights or obligations under this Declaration, and each Owner as an additional insured. Within thirty (30) days after written request, each Owner shall provide each other Owner with a certificate of insurance which shall indicate all insurance coverage required by the provisions herein. Such insurance policy shall contain a clause stating that there shall be no reduction, modification, cancellation, or non-renewal of coverage without giving the Owners thirty (30) days’ prior written notice. Such insurance shall also be issued by insurers having an A.M. Best rating of at least A- VII, be endorsed to provide that the insurance shall be primary to and not contributory to any similar insurance carried by the other Owners, and shall contain a severability of interest clause.

9. **Indemnification.** Each Owner of a Lot shall indemnify, defend, and hold harmless the other Owner(s) burdened by an easement identified herein and their affiliates, members, managers, agents, tenants, and representatives for, from, and against all claims, damages, expenses (including, without limitation, reasonable attorneys' fees and reasonable investigative and discovery costs), liabilities, and judgments on account of injury to persons, loss of life, or damage to property resulting from the negligent or willful act or omission of the indemnifying Owner or its Permittees, the indemnifying Owner's or its Permittees' default in any of the obligations set forth in this Declaration, the indemnifying Owner's or its Permittees' use of the Access Easement Area, except to the extent such claims are due solely to the gross negligence or willful act or omission of another Owner or its Permittees.

10. **Architectural and Landscaping Restrictions and Control.**

(a) **Establishment.** The Declarant shall be responsible for the establishment and administration of the Design Guidelines. Declarant shall be guided in its functions under this Section 10 by the Design Guidelines. "**Design Guidelines**" shall mean the rules and regulations adopted, amended, and supplemented by Declarant pursuant to subsection 10(d) of this Declaration.

(b) **All Development to be Pre-Approved.** As more specifically set forth below, no development, construction, exterior modifications, expansion, grading, improvement, landscaping or other work or alteration of any land shall be commenced unless and until Declarant has given its prior written approval of same, which approval may be granted or denied in the sole and absolute discretion of Declarant.

(c) **Enforcement.** Pursuant to Section 13 below, the provisions of this Section 10 are covenants binding and benefiting each of the Lots. Declarant, exclusively, shall have full rights of enforcement of the provisions hereof, and may take legal and other action against any Owner or entity, or their agents, contractors and subcontractors, who may be in violation of the provisions hereof or of the Design Guidelines, or who may have acted without approval of the Declarant.

(d) **Design Guidelines.** The initial Design Guidelines may be adopted by the Declarant. An Owner may obtain a copy of the adopted Design Guidelines from the Declarant. Declarant may adopt, amend, and supplement the Design Guidelines. No amendment to the Design Guidelines may be made without Declarant's consent. The Design Guidelines may be different as between the Lots. The Design Guidelines shall interpret, implement, and supplement this Declaration, and shall set forth procedures for review and the standards for development within all or various portions of the Lots.

(e) **Declarant Review.** Declarant shall review and approve all matters requiring its approval under this Declaration or the Design Guidelines. It shall be the duty of the Declarant to consider and act upon all proposals or plans submitted to it pursuant to the provisions hereof, to adopt the Design Guidelines, to carry out all other duties imposed upon it by this Declaration.

(f) **Mandatory Submittal of Plans and Specifications.** Without the prior written approval by Declarant of plans and specifications prepared and submitted to the Declarant in accordance with the provisions of this Declaration and the Design Guidelines:

- i. No improvements, alterations, repairs, excavation, grading, landscaping or other work shall be done which in any way alters the exterior appearance of any property or improvements thereon from their natural or improved state; and
- ii. No building, fence, exterior wall, roadway, driveway or other structure, improvement or grading shall at any time be commenced, erected, maintained, altered, changed or made on any Lot

(g) **Landscaping**. No exterior trees, bushes, shrubs, plants or other landscaping shall be planted or placed upon any of the Lots except in compliance with plans and specifications therefor which have been submitted to and approved by Declarant in accordance with the Design Guidelines, and except for replacements of plants previously approved and which remain acceptable in accordance with the then current Design Guidelines.

(h) **Changes or Deviations**. No material changes or deviations in or from the plans and specifications for any work to be done on the Lots, once approved by Declarant, shall be permitted without approval of the change or deviation by the Declarant.

(i) **Waiver and Variance**. The Declarant may grant variances and waivers from the requirements of the Design Guidelines if it believes it is in the best interests of the Lots to do so, or if hardship justifies the variance. The approval by the Declarant of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

(j) **Liability**. The Declarant shall not be liable to any Owner or any other party for any damage, loss or prejudice suffered or claimed on account of:

- i. the approval or disapproval of any plans, drawings or specifications, whether or not defective;
- ii. the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications;
- iii. the development of any Lot; or
- iv. the execution and filing of any estoppel certificate or statement, whether or not the facts therein are correct.

Without in any way limiting the generality of any of the foregoing provisions of this subsection, the Declarant, may, but is not required to, consult with or hear the views of any Owner (other than the Owner applying for consent or approval, whose views the Declarant shall be required to hear) with respect to any plans, drawings, specifications, or any other proposal submitted for review. The sole remedy of an Owner who initially made application to the Declarant, and who is aggrieved by a decision of the Declarant, shall be application to the Third District Court in and for Salt Lake County for declaratory relief that the Declarant's decision does not comply with the Design Guidelines or this Declaration.

(k) **Power to Assess Fees.** The Declarant may establish a reasonable processing fee to defer the costs of the Declarant in considering any requests for approvals submitted to the Declarant, including, without limitation, to hire staff or outside consultants, which fee shall be paid at the time the request for approval or review is properly submitted.

(l) **Inspection.** Declarant and any member or authorized consultant of the Declarant, may at any reasonable time and without being deemed guilty of trespass enter upon any Lot,, after reasonable notice to the Owner of such Lot, in order to inspect the improvements constructed or being constructed on such Lot to ascertain that such improvements have been, or are being, built in compliance with the Design Guidelines and this Declaration.

(m) **Termination.** If Declarant's control or rights under this Section 10 terminate for any reason, then the provisions of Section 10 shall automatically terminate without any further force or effect.

11. **Liabilities and Obligations.** Except as otherwise specifically provided, the obligations and liabilities of Declarant and any successor Owner hereunder shall apply only to obligations and liabilities which arise while such entity is an Owner and each of such entities shall be released from any further future obligations or liabilities arising with respect to any portion of the Lots, as applicable, after any transfer by it of such portion of the Lots, as applicable.

12. **No Public Dedication; No Merger.** The provisions of this Declaration are not intended to and do not constitute a dedication for public use of any portion of the easements created hereby. Commons ownership of the Lots described herein shall not effect a merger or termination of the interests created hereby.

13. **Running of Benefits and Burdens; Assignment of Declarant's Rights or Obligations.** Subject to the provisions of Section 5(d) above, all provisions of this Declaration, including the burdens stated and implied, touch, concern, and run with the Lots and are a benefit to the Lots, and are binding upon and inure to the benefit of the successors and assigns of Declarant and the Owners. Notwithstanding the foregoing sentence, the rights and obligations reserved to Declarant under this Declaration are reserved to Declarant and its assigns exclusively, and shall not run with the land. Declarant may assign all or a portion of such rights or obligations to an Owner or a third party, in the form of a document recorded with the Salt Lake County Recorder's Office and referencing this Declaration and the rights or obligations assigned ("**Assignment**"). Upon the recordation of an Assignment, Declarant shall be fully released and have no further rights or obligations under this Declaration with respect to those matters addressed by the Assignment. Declarant need not be a fee owner of any Lot in order to remain the Declarant under this Declaration.

14. **Amendments.** No modification, waiver, or amendment of this Declaration shall be made except by written agreement (a) signed and acknowledged by the Owners and recording, in the office of the Recorder of Salt Lake County, Utah, such written agreement, and (b) consented to by Declarant, so long as Declarant retains rights or obligations under this Declaration; provided, however, the Owners of Lot 1 and Lot 2 may modify, waive, or amend the provisions of this Declaration concerning the Storm Water Easement and Storm Water Easement Area, including, without limitation, the maintenance of Storm Water Easement Area pursuant to Section 5(b), through a written agreement signed and acknowledged by the Owners of Lot 1 and Lot 2 and recorded with the Salt Lake County Recorder's Office. For purposes of consent to the modification, waiver, or amendment of this Declaration under this Section 14, in the event Lot 1, Lot 2, or Lot 3 is owned by more than one (1) Owner, the majority consent

of such multiple Owners of each of Lot 1, Lot 2, or Lot 3 shall constitute affirmative consent to the modification, waiver, or amendment of this Declaration on behalf of the ownership interests of Lot 1, Lot 2, or Lot 3, respectively.

15. **Miscellaneous.** This Declaration may be executed in one or more counterparts, each of which, when taken together, constitutes the original. If any term, provision or condition contained in this Declaration shall to any extent be deemed invalid or unenforceable, the remainder of the Declaration shall not be affected thereby, and each remaining term, provision and condition of this Declaration shall be valid and enforceable to the fullest extent permitted by law. Should a court determine that any provision regarding the extent of Declarant's control or that the period of Declarant control for purposes of Section 10 has been limited or terminated, then the provisions of Section 10 shall automatically terminate without any further force or effect.

16. **Attorney Fees.** In the event of any action to enforce the provisions of this Declaration, the prevailing party shall be entitled to receive its costs and attorney fees.

17. **Applicable Law; Construction.** This Declaration shall be construed and interpreted under, and governed and enforced according to, the laws of the State of Utah. This Declaration shall be given a reasonable construction so that the Declarant's intention to provide access to public roads to the Lots is implemented.

18. **Entire Agreement.** This Declaration constitutes the entire agreement and understanding of the Declarant pertaining to the subject matter contained in this Declaration.

[Signature and Acknowledgement Follow]

IN WITNESS WHEREOF, the undersigned parties have created this Declaration effective as of the date first written above.

DECLARANT:

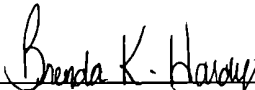
MILLER FAMILY REAL ESTATE, L.L.C.,
a Utah limited liability company

By: 
Name: Scott Bates
Its: President

ACKNOWLEDGMENT

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

The foregoing instrument was acknowledged before me this 27 day of March, 2017, by Scott Bates, the President of **MILLER FAMILY REAL ESTATE, L.L.C.**, a Utah limited liability company, on behalf of such company.


NOTARY PUBLIC
Residing at Sandy, UT

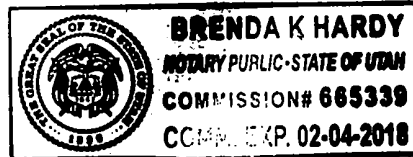


EXHIBIT A

LEGAL DESCRIPTION OF THE LOTS

LOT 1:

Lot 1 of the LHM at Lone Peak Parkway, a Commercial Subdivision, plat as filed of record on APRIL 10, 2017 as Entry No. 12511875 with the office of the Salt Lake County Recorder.

LOT 2:

Lot 2 of the LHM at Lone Peak Parkway, a Commercial Subdivision, plat as filed of record on APRIL 10, 2017 as Entry No. 12511875 with the office of the Salt Lake County Recorder.

LOT 3:

Lot 3 of the LHM at Lone Peak Parkway, a Commercial Subdivision, plat as filed of record on APRIL 10, 2017 as Entry No. 12511875 with the office of the Salt Lake County Recorder.

Lot 4 of the LHM at Lone Peak Parkway, a Commercial Subdivision, plat as filed of record on APRIL 10, 2017 as Entry No. 12511875 with the office of the Salt Lake County Recorder

EXHIBIT B

SITE PLAN

(Attached)

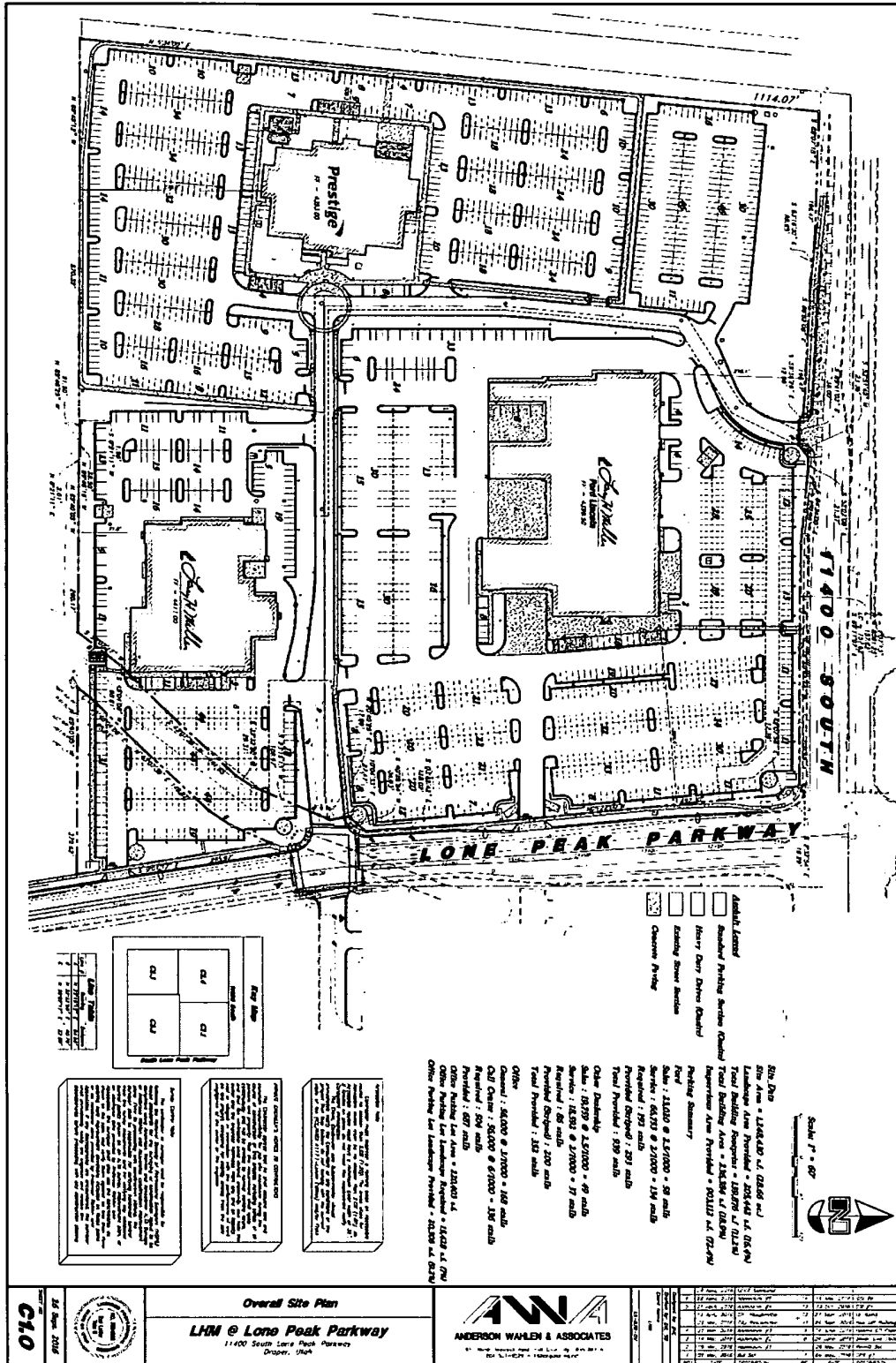


EXHIBIT C

ACCESS EASEMENT AND STORM WATER EASEMENT AREA LEGAL DESCRIPTIONS

Access Easement

A part of Lots 1, 2, and 3 of LHM at Lone Peak Parkway, A Commercial Subdivision in Draper City, Salt Lake County, Utah within the South Half of Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the South Line of 11400 South Street as widened located 76.32 feet South 0°21'11" West along the Quarter Section Line from the Center of said Section 24; and running thence South 89°46'25" East 10.09 feet along said South Line; thence South 0°15'35" East 10.57 feet to a point of curvature; thence Southwesterly along the arc of a 126.00 foot radius curve to the right a distance of 146.71 feet (Central Angle equals 66°42'48" and Long Chord bears South 33°05'50" West 138.56 feet) to a point of tangency; thence South 66°27'14" West 55.58 feet to a point of curvature; thence Southwesterly along the arc of a 76.00 foot radius curve to the left a distance of 80.76 feet (Central Angle equals 60°53'13" and Long Chord bears South 36°00'37" West 77.02 feet) to a point of tangency; thence South 5°34'01" West 206.34 feet to a point of curvature; thence Southerly along the arc of a 500.00 foot radius curve to the left a distance of 48.58 feet (Central Angle equals 5°34'01" and Long Chord bears South 2°47'00" West 48.56 feet) to a point of tangency; thence South 210.07 feet; thence Southeasterly along the arc of a 40.00 foot radius curve to the right a distance of 22.95 feet (Center bears South 22°01'28" West, Central Angle equals 32°52'34" and Long Chord bears South 51°32'16" East 22.64 feet); thence South 74°07'51" East 10.97 feet; thence East 495.52 feet; thence South 87°19'48" East 42.75 feet; thence North 84°36'30" East 187.72 feet to the Westerly Line of Lone Peak Parkway as widened; thence along said Westerly Line the following three courses: South 10°04'33" East 27.47 feet; South 20°40'59" West 17.99 feet; and South 23°15'13" West 16.48 feet; thence South 84°36'30" West 144.47 feet; thence North 85°58'28" West 65.78 feet; thence North 82°27'26" West 105.64 feet; thence North 86°13'43" West 52.62 feet; thence West 408.65 feet; thence North 262.15 feet to a point of curvature; thence Northerly along the arc of a 530.00 foot radius curve to the right a distance of 51.50 feet (Central Angle equals 5°34'01" and Long Chord bears North 2°47'00" East 51.48 feet) to a point of tangency; thence North 5°34'01" East 219.08 feet to a point of curvature; thence Northeasterly along the arc of a 96.00 foot radius curve to the right a distance of 102.02 feet (Central Angle equals 60°53'13" and Long Chord bears North 36°00'37" East 97.28 feet) to a point of tangency; thence North 66°27'14" East 58.11 feet to a point of curvature; thence Northeasterly along the arc of a 90.00 foot radius curve to the left a distance of 104.79 feet (Central Angle equals 66°42'48" and Long Chord bears North 33°05'50" East 98.97 feet) to a point of tangency; thence North 0°15'35" West 10.88 feet to the South Line of 11400 South Street as widened; thence South 89°46'25" East 25.91 feet along said South Line to the Quarter Section Line and the point of beginning.

**Contains 58,405 sq. ft.
or 1.341 acres**

Storm Water Easement

A part of Lots 1, 2, and 3 of LHM at Lone Peak Parkway, A Commercial Subdivision in Draper City, Salt Lake County, Utah within the South Half of Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point located 161.11 feet South 0°21'11" West along the Quarter Section Line and 487.45 feet North 84°26'00" West from the Center of said Section 24; and running thence South 84°26'00" East 198.00 feet; thence South 5°34'00" West 38.00 feet; thence North 84°26'00" West 198.00 feet; thence North 5°34'00" East 38.00 feet to the point of beginning.

Contains 7,524 sq. ft.

ALSO:

A 10.0 foot wide easement for storm water facilities being 5.0 feet each side of the following described centerlines:

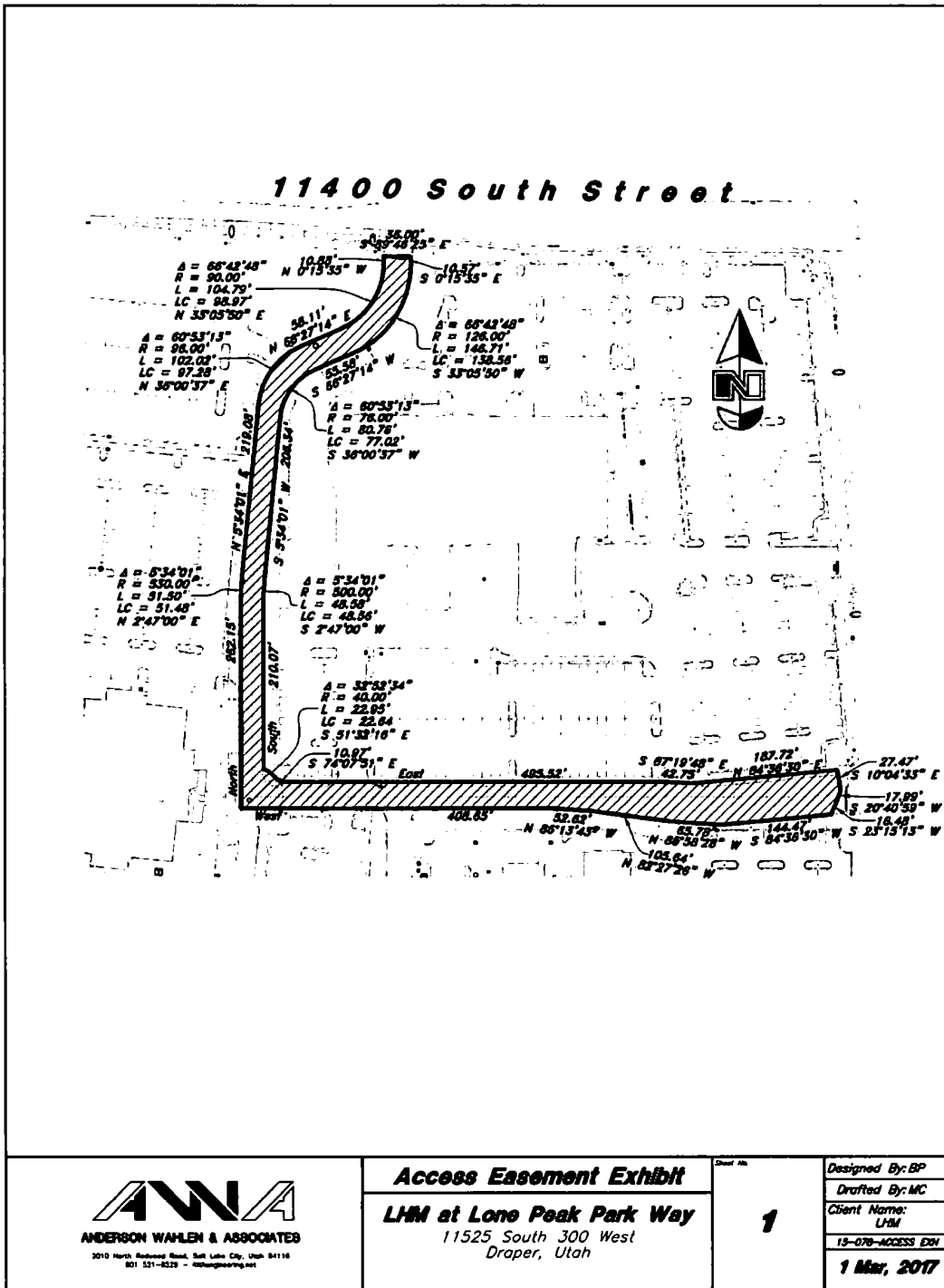
Beginning at a point on the West Line of said Lot 1 being 53.67 feet South 5°34'00" West along said West Line from the Northwest Corner of said Lot 1; said point of beginning is located 102.55 feet South 0°21'11" West along the Quarter Section Line; and 495.45 feet North 89°38'49" West from the Center of said Section 24; and running thence South 40°42'50" East 15.60 feet; thence South 5°34'00" West 229.78 feet; thence South 36°50'05" East 184.20 feet; thence South 84°50'05" East 186.46 feet to a point hereafter referenced as Point 'A'; thence North 41°27'18" East 71.04 feet; thence South 37°56'57" East 186.49 feet; thence South 0°00'26" East 104.03 feet; thence South 14°48'14" East 75.16 feet; thence South 9°26'59" East 116.88 feet to the end point of this easement centerline.

ALSO:

Beginning a previously described reference Point 'A'; and running thence South 0°27'16" West 194.34 feet; thence South 84°10'54" East 48.82 feet to the endpoint of this easement centerline.

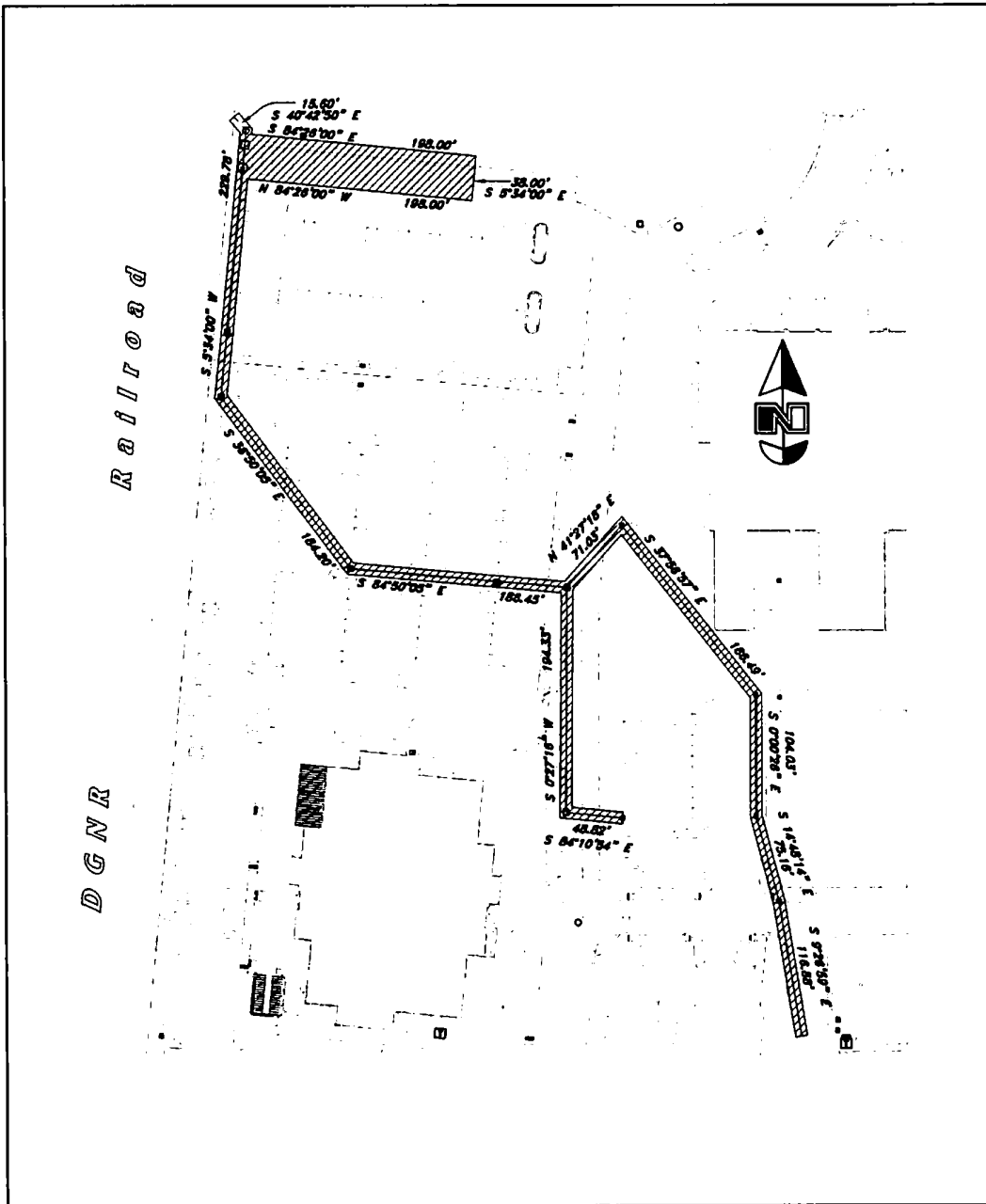
ACCESS EASEMENT:

4810-4962-7716



STORM WATER EASEMENT AREA:

4810-4962-7716



Railroad

D G N R



ANA
ANDERSON WAHLEN & ASSOCIATES
 2010 North Redwood Road, Salt Lake City, Utah 84116
 801 521-8529 - www.andersonwahlengroup.com

Storm Water Easement Area
LHM at Lone Peak Park Way
 11525 South 300 West
 Draper, Utah

Sheet No.
1

Designed By: BP
 Drafted By: MC
 Client Name:
 LHM
 15-078 SD EDH
1 Mar, 2017