

STORM SEWER EASEMENTS AND INDEMNIFICATION AGREEMENT

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Grantor(s) hereby grant, convey, sell and set over unto DRAPER CITY, a Utah municipal corporation, hereinafter referred to as "Grantee," its successors and assigns, a perpetual right-of-way and easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace storm sewer lines called "facilities," said right-of-way and easement being situate in Salt Lake County, State of Utah, over and through parcels of the Grantors' land more particularly described as follows:

Three tracts of land for the purpose of storm sewer easement, being located in the Southwest quarter of Section 28 and the Southeast Quarter of Section 29, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and being more particularly described as follows:

Commencing at the Southeast Corner of said Section 29; thence North 00°16'49" East 1203.73 feet along the east line of said section to the point of beginning; thence North 37°33'36" West 32.82 feet to a northerly boundary of Grantor's land; thence North 65°34'34" East 13.91 feet along said boundary to the Easterly boundary of Grantor's land; thence South 24°25'45" East 17.93 feet along said Easterly boundary to a point on the Westerly boundary of the Draper City parcel, as recorded in Book 8433, page 5046 in the office of the Salt Lake County Recorder (Assessor's parcel no. 28-28-351-005); thence South 24°25'26" East 38.86 feet along said boundary line; thence South 59°32'07" East 38.34 feet along said boundary; thence North 74°13'10" West 25.11 feet; thence North 37°33'36" West 41.06 feet to the point of beginning. (Affecting Parcel Nos. 28-28-351-007 and 28-29-479-002)

Also:

Commencing at the Southwest Corner of said Section 28; thence North 00°16'49" East 1193.37 feet along the West line of said section; thence South 89°43'11" East 39.11 feet perpendicular to said section line to a point on the Easterly boundary of the Draper City parcel as recorded in Book 8433, Page 5046 in the office of the Salt Lake County Recorder (Assessor's parcel no. 28-28-351-005), said point also being the point of beginning; thence South 74°13'10" East 136.94 feet; thence South 35°34'37" East 129.15 feet; thence South 62°29'24" East 28.72 feet to the East boundary line of Grantor's land; thence South 00°16'49" West 28.12 feet along said East boundary; thence North 62°29'24" West 47.57 feet; thence North 35°34'37" West 126.36 feet; thence North 74°13'10" West 102.09 feet to the Easterly boundary of said Draper City parcel; thence along said boundary and along a non-tangent curve to the right, having a radius of 62.52 feet, whose center bears North 45°32'18" East (chord bears North 34°26'34" West 21.75 feet) for an arc distance of 21.86 feet; thence North 24°25'26" West 14.51 feet along said boundary to the point of beginning. (Affecting Parcel No. 28-28-351-007)

Also:

10320420
01/10/2008 04:00 PM \$0.00
Book - 9557 Pg - 9104-9107
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
CITY OF DRAPER
1020 E PIONEER RD DRAPER UT
DRAPER, UT 84020
04020 BY: ZJM
4P.

That property within the boundaries of 10 feet on each side of the centerline of an existing irrigation line running through the south 1/3rd of a parcel of property described on the attached exhibit entitled Parcel D. If and when a more precise description becomes available by survey, Grantor or Grantee may substitute a proper survey description for this description. (Affecting Parcel No. 28-28-351-002)

Note: The above described easements replace and supersede previously recorded irrigation easements on Parcels 28-28-351-007, 28-28-351-002 and 28-29-479-002.

TO HAVE AND HOLD the same unto the Grantee, its successors and assigns, with the right of ingress and egress in the Grantee, its officers, employees, agents and assigns to enter upon the above-described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace the Facilities. During construction periods, Grantee and its contractors may use such portion of the property along and adjacent to the right-of-way and easement as may be reasonably necessary in connection with the construction of repair of the Facilities. The contractor performing the work shall restore all property through which the work traverses, to as near its original condition as is reasonably possible. Grantors shall have the right to use the above-described premises except for the purpose for which this right-of-way and easement is granted to the Grantee, provided such use shall not interfere with the Facilities or any other rights granted to the Grantee hereunder.

Except for existing improvements, including without limitation an existing shed, Grantors shall not build or construct or permit to be built or constructed any building or other improvement over or across this right-of-way and easement nor change the contour thereof without the written consent of Grantee. Notwithstanding the foregoing the Grantee hereby approves the construction of an extension of the existing diningroom and building improvements up to but not over the existing storm sewer pipe. Grantees further give permission, without binding the planning commission or other planning authority, for the construction of a canopy extension of the roof of the existing building over the easement and existing pipeline, provided no footing or foundation shall be placed over the existing pipeline. The foregoing shall be considered a reservation of right.

Indemnification: In consideration of the encroachment of the shed, the extension of the diningroom, and canopy or patio roof described above ("Approved Encroachments") Grantors or their successors in interest shall indemnify and hold the Grantee harmless for all additional costs that may be imposed upon the Grantee for maintenance of the storm sewer resulting from the presence of the Approved Encroachments over the easements. This covenant and obligation shall run with the land.

Relocation of Easement: For a period of ten years, Grantee may move this easement to other locations on the affected parcels provided Grantee can show public necessity, the realignment does not have a significant effect on the businesses conducted on the affected parcels, and the realignment does not have a significant effect on the value of the affected parcels. If Grantee elects to relocate the pipes or easement, Grantee shall time its construction to minimize disruption of the businesses on the affected parcels and shall fully replace and repair all

damage caused by such relocation.

This right-of-way and easement grant shall be binding upon and inure to the benefit of the successors and assigns of the Grantors, but is not assignable by Grantee to any private party.

GRANTEE
ACCEPTANCE:
Draper City

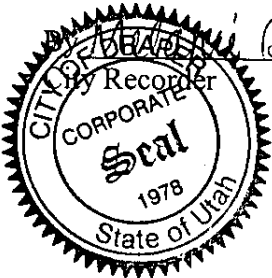
By *Darrell Smith*
Darrell Smith, Mayor

GRANTORS:
JJD&S, LLC

By *David L. Guymon*
David L. Guymon, Manager

ATTEST:

MILLENNIAL FALLS WEDDING &
RECEPTION CENTER, LLC



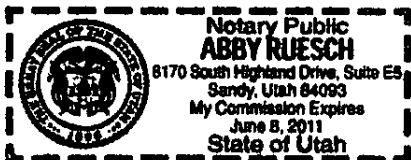
By *Judy L. Guymon*
Judy L. Guymon, Manager

ACKNOWLEDGMENT

State of Utah)
 :ss.
County of Salt Lake)

On January 2, 2008, personally appeared before me David L. Guymon, Manager of JJD&S, LLC and Judy L. Guymon, Manager of Millennial Falls Wedding & Reception Center, LLC signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Abby Ruesch
Notary Public



THIRD AFFECTED PARCEL
PARCEL D DESCRIPTION

BEGINNING AT A POINT ON THE NORTH LINE OF PIONEER ROAD (12400 SOUTH STREET) SAID POINT BEING LOCATED NORTH 00°30'43" EAST ALONG SECTION LINE 932.72 FEET AND EAST 272.26 FEET FROM THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING IS ALONG THE AFOREMENTIONED SECTION LINE) SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE AND RUNNING THENCE NORTH 00°30'43" EAST 392.94 FEET TO THE SOUTH LINE OF THE AMERICAN ESTATE MANAGEMENT CORPORATION COMMERCIAL SUBDIVISION AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDERS OFFICE; THENCE SOUTH 89°07'48" EAST 115.44 FEET; THENCE SOUTH 00°10'23" WEST 408.69 FEET TO SAID NORTH LINE; THENCE NORTHWESTERLY ALONG THE ARC OF A 625.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10°55'33" A DISTANCE OF 119.18 FEET (CHORD BEARS NORTH 81°32'08" WEST 119.00 FEET) TO THE POINT OF BEGINNING.

CONTAINS: 46,969 SQ. FT. / 1.08 AC

Parcel No. 28-28-351-002