

*Att. Walker
From - Flower Patch*

**Agreement Establishing Reciprocal Easements
for Drain Lines and Storm Water Runoff**

6265327

This Agreement establishes the reciprocal easements for drain lines and water storm runoff on the subject properties. This Agreement is between Corral West Properties, L.C. (Corral West) and (Flower Patch), and is effective on the date last appearing below. In consideration of the mutual obligations and rights contained in this Agreement, which consideration the parties acknowledge as sufficient and received, the parties agree as follows:

**Section I
Property Descriptions**

The parties have an interest in adjoining real estate in West Valley City, Salt Lake County, Utah, described as follows:

- a. Corral West: Approximately 3407 West 3500 South, West Valley City, Utah, the legal description of which is attached and marked Exhibit A.
- b. Flower Patch: 3443 West 3500 South, West Valley City, Utah, the legal description of which is attached and marked Exhibit B.

PLUM COPY
CO. RESOURCES

**Section II
Corral West Easements**

Corral West grants to Flower Patch a non-exclusive easement for:

- a. An 8" underground drain pipe to cross into the northwest corner of the Corral West property and intercept a catch basin located in the northwest corner of the Corral West Property; and
- b. Storm drainage water collected from the Flower Patch Property running through the 8" underground drain pipe.

**Section III
Flower Patch Easements**

Flower Patch grants to Corral West a non-exclusive easement for:

- a. A 15" underground drain pipe to cross the northeast corner of the Flower Patch Property to intercept a storm catch basin on 3500 South; and

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- b. Storm drainage water collected from the Corral West Property (and from the Flower Patch Property as described above) running through the 15" underground drain pipe into the drain catch basin on 3500 South.

**Section IV
Restrictions on Easements**

These easements will be restricted to:

- a. The underground pipes described above; and
- b. Reasonable access for placement, repair or maintenance of the underground pipe; and
- c. Storm drainage water naturally occurring on the subject Properties.

**Section V
Priority of Easement**

The easements created by this Agreement are superior and paramount to the rights of either of the parties to this Agreement and the parties' respective properties, and the parties further agree that the reciprocal easements constitute covenants that shall run with the land, until revoked by the mutual, written agreement of parties, their successors or assigns. The parties warrant that there is no other easement or agreement which conflicts with the reciprocal easement rights granted under this Agreement.

**Section VI
Binding Effect**

This Agreement shall be binding upon and shall inure to the benefit of Corral West Properties, L.C., Flower Patch, and their successors and assigns, and any person or entity that at any time becomes the owner of the properties, or portions thereof, described in Exhibits A and B.

**Section VII
Recording Agreement**

The parties agree to record this Agreement on both properties as described on Exhibits A and B.

**Section VIII
Maintenance**

Each party will be responsible for maintenance of the easement created on its property. Each of the parties will be responsible for the costs and expenses of maintenance for those section of pipes on its Property.

**Section IX
No Third Party Beneficiary Rights**

This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights for any person not a party to this Agreement.

**Section X
Entire Agreement.**

This Agreement shall constitute to the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement by mutual, written agreement. Further, there are no promises of payment or expectations of payment regarding the rights granted by this Agreement.

**Section XI
Governing Law**

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the state of Utah.

**Section XII
Disputes**

If a dispute arises regarding the interpretation or enforcement of any of the terms of this Agreement, the parties shall first vigorously work in good faith toward a mutually acceptable resolution. In the event the parties are unable to arrive at a mutually agreeable resolution, they shall then submit their dispute to commercial arbitration under the American Arbitration Association or, if otherwise agreed by both parties, to another arbitration service, mediation or formal litigation. In the event it is found that either of the parties to this Agreement breached any of the terms of this Agreement, thereby causing the non-breaching party to incur costs and attorneys' fees, the arbitrator, judge or other dispute resolver shall award the non-breaching party its reasonable attorneys' fees incurred as a result of the breach.

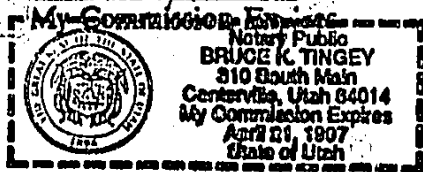
EACH OF THE INDIVIDUALS SIGNING THIS AGREEMENT ON BEHALF OF ANY PARTY TO THIS AGREEMENT HAS CAREFULLY READ THIS AGREEMENT, UNDERSTANDS IT AND WARRANTS AND REPRESENTS THAT HE OR SHE HAS BEEN FULLY AUTHORIZED TO SIGN ON BEHALF OF THAT PARTY.

CORRAL WEST PROPERTIES, L.C.

Oct. 3, 1995
Date

By: *Alap P. Lam*
Title: President

Subscribed and sworn to before me this 3 day of October, 1995.



Bruce K. Tingey
Notary Public

FLOWER PATCH, INC.

10/4/95
Date

Flower Patch Inc.
By: *Thomas J. Carson*
Title: Secy Treas.

Subscribed and sworn to before me this 4th day of October, 1995.

9-15-98
My Commission Expires

Michelle L. Neeley
Notary Public

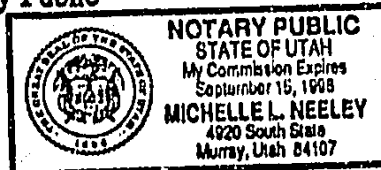


Exhibit A

Beginning at a point North 89°57'17" East 1095.74 Feet and South 53.00 Feet from the North Quarter Corner of Section 32, Township 1 South, Range 1 West, Salt Lake Base and Meridian and Running:

Thence, North 89°57'17" East 302.00 Feet;
Thence, South 00°02'43" East 283.00 Feet;
Thence, South 89°57'17" West 302.00 Feet;
Thence, North 00°02'43" West 283.00 Feet To the Point of Beginning.

Total Area equals 85,466 sq. ft. (1.962 acres).

Exhibit B

Beginning at point North 89°57'17" East 1095.742 feet and south 53.000 feet from the North Quarter Corner of Section 32, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running:

- Thence, South 00°02'43" East 218.000 feet;
- Thence, South 89°57'17" West 139.385 feet;
- Thence, North 00°02'43" West 18.671 feet;
- Thence, North 25°51'13" East 115.355 feet;
- Thence, North 00°02'43" West 95.560 feet;
- Thence, North 89°57'17" East 89.000 feet to the point of beginning.

Total area equals 22,957 sq. ft. (0.5270 acres).

DISPENSED - RECORDS

6265327
 01/21/96 12:26 PM 21.00
 NANCY WORKMAN
 RECORDER, SALT LAKE COUNTY, UTAH
 CANAL WEST PROPERTIES
 PO BOX 1165 CENTERVILLE UT
 84014
 REC BY: V ASHBY , DEPUTY WI

PLANNING
 RECORDS

2/12

BK 7316 PG 1730