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Gary W. Ott
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When Recorded Return To:
David K. Broadbent
Holland and Hart LLP
60 East South Temple, Suite 2000
Salt Lake City, Utah 84111

EASEMENT AGREEMENT
(Storm Water Easement)

**Grantor: Riverwalk Investment Holdings, LLC,
a Utah limited liability company**

**Grantee: RiverWalk Investments, LLC,
a Utah limited liability company**

Tax Parcel Nos. 21-26-226-007 and 21-26-226-003

**EASEMENT AGREEMENT
(Storm Water Easement)**

THIS EASEMENT AGREEMENT (this "Agreement") is entered into as of the 15th day of September, 2009, between Riverwalk Investment Holdings, LLC, a Utah limited liability company ("Grantor"), and RiverWalk Investments, LLC ("Grantee").

RECITALS

A. Grantee, by virtue of a conveyance on this date from Grantor, is the owner of certain real property located in Salt Lake County, State of Utah, legally described as Lot 4D, River Walk at Bingham Junction Lot 4C Amended ("Grantee Property").

B. Grantor is the owner of certain real property and improvements located in Salt Lake County, State of Utah, legally described as Lot 4A, River Walk at Bingham Junction Lot 4 Amended ("Grantor Property").

C. In connection with and in consideration of the conveyance of the Grantee Property from Grantor to Grantee, Grantor has agreed to grant to Grantee a non-exclusive easement in, through, over and across portions of the Grantor Property for the discharge through existing facilities of storm water runoff from the Grantee Property, and Grantee desires to accept such easement, all upon the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration received by them, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee covenant and agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee a permanent, non-exclusive easement (the "Easement") for the use of certain existing storm drain pipes and related appurtenances (collectively, the "Storm Water Facilities"), over, across and under the portion of the Grantor Property on which such existing facilities are located as of the date of this Agreement (the "Easement Area") for the sole purpose of discharging storm water runoff from the Grantee Property. The location of the Easement Area is depicted in the drawing attached as Exhibit A and incorporated herein by this reference. The Easement shall be used by Grantee for the sole purposes of discharging storm water runoff from the Grantee Property.

2. Grantor's Reservations. Grantor hereby reserves the right, at all times, to make any and all lawful uses of the lands lying within Easement Area, so long as such uses do not unreasonably interfere with Grantee's use of the Easement for the purpose described in Section 1. Without limitation, it is understood and agreed that Grantor may, at any time and from time to time, develop the Grantor Property in Grantor's sole and absolute discretion, which would include, but is not limited to, the (a) installation, construction and operation of water lines, telephone and television cables, and other utility lines and facilities over, across or under the Easement Area, and/or the (b) installation, construction and operation of roads, driveways and other crossings over and across the Easement Area, so long as in any such case the use or uses of

the Easement Area by Grantor do not unreasonably interfere with Grantee's use of the Easement for the purpose described in Section 1. Additionally, Grantor reserves the right, at all times, to determine the location of the Storm Water Facilities and the route and manner of the discharging of the storm water runoff from the Grantee Property.

3. Compliance Requirements and Indemnity. In its use of the Easement, Grantee shall comply at all times with all federal, state, and local laws and regulations. Grantee shall indemnify and hold Grantor, its successors and assigns, harmless from any and all losses, damages and expenses, including attorneys' fees, arising in connection with the exercise by Grantee of its rights and the performance by Grantee of its obligations pursuant to this Agreement, including, but not limited to, any governmental or regulatory enforcement actions, any personal injuries, deaths, property damage, mechanic's liens or other claims and causes of action of any kind arising out of Grantee's use of the Easement Area and the Storm Sewer Facilities (but excluding any such injury, death, property damage, mechanic's lien or other claim or cause of action arising out of Grantor's use of the Easement Areas or the Storm Sewer Facilities, or out of the gross negligence or willful misconduct of Grantor, its agents, employees, or contractors).

4. Relocation. Grantor shall have the right, from time to time in its sole discretion, to relocate the Easement and the Easement Area at Grantor's sole expense, so long as such relocation does not unreasonably interfere with the discharge of storm water runoff from the Grantee Property. In the event that such relocation requires alterations in grade or facilities on Grantee's Property in order for Grantee to continue to enjoy the benefits of the Easement granted herein, Grantor will reimburse Grantee for the cost of such alterations. Grantor and Grantee shall execute such instruments and documents as shall be reasonably necessary or required in connection with any relocation of the Easement pursuant to this Section.

5. Covenants Run With the Land. This Agreement shall constitute covenants that run with the land, and shall bind and benefit the parties to this Agreement, any other party which at anytime acquires any interest in, or occupies any portion of, the Grantee Property and/or the Grantor Property, and their respective grantees, transferees, heirs, devisees, personal representatives, successors and assigns.

6. Rights and Remedies. In the event of any default by either Grantor or Grantee in the timely performance of its covenants and agreements set forth in this Agreement, the non-defaulting party shall have all rights and remedies provided by law, including, without limitation, the right to seek specific performance of the defaulting party of such covenants and agreements.

7. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

8. Binding Effect. This Agreement shall run with the land and shall inure to the benefit of and be binding upon each of the parties hereto and their respective successors and assigns, including any subsequent owners of the Grantor Property, the Grantee Property and the Easement Area. There shall be no third party beneficiaries of the provisions of this Agreement.

9. Severability. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

10. Costs of Legal Proceedings. In the event either party institutes legal proceedings with respect to this Agreement or the enforcement thereof, the prevailing party shall be entitled to court costs and reasonable attorneys' fees incurred by such party in connection with such legal provisions.

11. Waiver. The failure of any party to exercise any right or power given hereunder, or to insist upon strict compliance by the other party with its obligations set forth herein and/or any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver of either party's rights to demand strict compliance with the terms and conditions of this Agreement.

12. Rights Cumulative. All rights, powers, remedies and privileges conferred hereunder upon the parties shall be cumulative and not restrictive to those given by law or in equity unless otherwise expressly limited.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

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**SIGNATURE PAGE TO
EASEMENT AGREEMENT(Storm Water Easement)**

GRANTOR:

Riverwalk Investment Holdings, LLC, a Utah
limited liability company

By: Tate Diversified Development, Inc., a
California corporation, its manager

By: *[Signature]*
Title: *President*

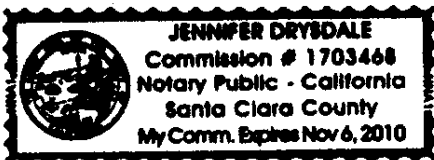
ACKNOWLEDGMENT

State of California)
) ss.
County of Santa Clara)

On August 19, 2009 before me, Jennifer Drysdale, a notary
public in and for the State of California, personally appeared RONALD M. TATE, who
proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that he executed the same in
his authorized capacity, and that by his signature on the instrument, the person, or the entity
upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Jennifer Drysdale
NOTARY PUBLIC

EXHIBIT A
("Easement Area ")

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EXHIBIT

