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Ent: 299048 - Pg 1 of 5
Date: 12/18/2007 3:43 PM
Fee: \$19.00 CREDIT CARD
Filed By: MC
CALLEN B PESHELL, Recorder
Tooele County Corporation
For: KISER NATHAN

SEWER LINE EASEMENT AGREEMENT

Frank Taylor, an individual ("Grantor") for and in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, conveys and warrants to **CK Tooele One, LLC**, a Utah limited liability company ("Grantee"), as owner of the real property ("Grantee's Parcel") located in the City of Tooele, Tooele County, Utah, and more particularly described on Exhibit A, which is attached hereto and incorporated herein by this reference, and Grantee's successors, assigns, tenants and agents, a perpetual, non-exclusive sewer line easement (the "Easement"), 20 feet in width, for the sole purpose of installing, constructing, maintaining, repairing and replacing a sewer line. This Easement shall be located on the real property (the "Easement Parcel") located in the City of Tooele, Tooele County, Utah, and more particularly described on Exhibit B, which is attached hereto and incorporated herein by this reference.

The rights, duties and obligations associated with this Easement as described herein shall run with and benefit Grantee's Parcel. All lines, conduits, pipelines, valves and all other facilities associated with this Easement shall be located below the surface of the Easement Parcel. All costs associated with the installation, construction, maintenance, repair and replacement of the sewer line and any lines, conduits, pipelines, valves and all other facilities associated therewith (including the costs of restoring the Easement Parcel and any landscaping, pavement, concrete or other improvements affected thereby) shall be the Grantee's sole responsibility and shall at all times be the responsibility of the owner of Grantee's Parcel. Said costs shall include, without limitation, survey and engineering costs associated with the preparation of legal descriptions.

Grantee agrees, for himself and his successors, assigns, tenants, agents, representatives and invitees to indemnify and hold Grantor (and all subsequent owners of the Easement Parcel) harmless from and against all damages, expenses, liabilities, claims, penalties, demands, losses and costs whatsoever (including attorneys' fees and legal costs) arising from Grantee's use of this Easement including, without limitation, any accidents, injuries, losses or damages associated with such use or arising in any manner out of the sewer line located on the Easement Parcel (e.g., any sewer line break). In particular, Grantee agrees to promptly repair and restore, at Grantee's sole expense, any and all damage associated with said use to the same condition that existed prior to such damage (e.g., to fill in any trenches or holes so that the property is in the same condition as it was before the installation, maintenance, repair or replacement).

Nothing contained herein shall prohibit, obstruct or interfere with the use and occupancy of the Easement Parcel by Grantor and any of its successors, assigns, tenants, invitees, agents and representatives.

In the event of a default or threatened default by any party to this Agreement of any of the terms, easements, covenants, conditions or restrictions hereof, the other party(ies) shall be entitled to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific

performance. These remedies shall be cumulative and in addition to all other remedies permitted at law or in equity.

The grantee of any of the parcels, or any portion thereof, affected by this Agreement, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from Grantor, Grantee or any subsequent owner of such parcels, or any portion thereof, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions, duties and obligations contained herein. By such acceptance, any such grantee shall for itself and its successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other affected persons, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the portion of the parcels so acquired by such grantee.

The laws of the State of Utah shall govern the interpretation, validity, performance, and enforcement of this Agreement.

This Agreement shall be null and void if the sewer line is not installed on the Easement Parcel by no later than December 1, 2008.

EXECUTED BY GRANTOR AND GRANTEE as of the dated listed below.

“GRANTEE”

CK Tooele One, LLC

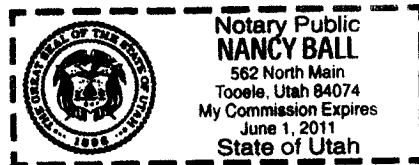
By: Red Hawk Enterprises, Inc., Co-Manager

By: Nathan Kiser
NATHAN KISER, President

STATE OF Utah)
 : ss
COUNTY OF TOOELE)

On the 18 day of Dec, 2007, personally appeared before me, NATHAN KISER, the President of Red Hawk Enterprises, Inc., the Co-Manager of CK Tooele One, LLC, a Utah limited liability company and the signer of the foregoing instrument, who duly acknowledged to me that he executed the same on behalf of said corporation, and that such corporation executed the same on behalf of said limited liability company for its stated purpose.

Nancy Ball
Notary Public

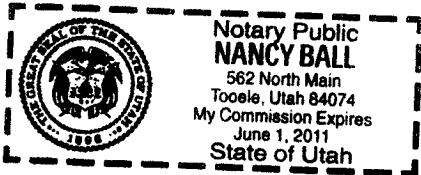


“GRANTOR”

Frank Taylor
FRANK TAYLOR, an individual

STATE OF UTAH)
) : SS
COUNTY OF Tooele)

On the 18 day of Dec, 2007, personally appeared before me, FRANK TAYLOR, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same for its stated purpose.



Nancy Ball
Notary Public

EXHIBIT A

(Legal Description of Grantor's Parcel)

0.58 Acres described as: BEG 100 FT S 6°50' W FR NW COR LOT 1. FLINDERS IND PARK,
S 6°50'W 150 FT S 80°29' E 160.20 FT, N 6°50'E 137.50 FT, N 76°03'W 161.24 FT TO BEG.

EXHIBIT B

(Legal Description of Utility Easement)

BOUNDARY DESCRIPTION

20-foot Sanitary Sewer Easement (south of Flinders Street)

A parcel of land, situate in the Southeast Quarter of Section 16, Township 3 South, Range 4 West, Salt Lake Base and Meridian, to be set aside as a 20-foot sanitary sewer easement, more particularly described as follows:

Beginning at a point on the south line of Flinders Street (1100 North), which is located South $89^{\circ}43'06''$ West 992.63 feet along the Section line and North 693.04 feet from the Southeast Corner of Section 16, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running:

thence South $12^{\circ}27'48''$ West 289.98 feet;
thence North $77^{\circ}32'12''$ West 20.00 feet;
thence North $12^{\circ}27'48''$ East 287.97 feet to said south line of Flinders Street;
thence South $83^{\circ}18'11''$ East 20.10 feet along said south line to the Point of Beginning.

Parcel contains: 5,780 square feet or 0.13 acres.

August 15, 2007
Date

Dusty L. Bishop
Dusty L. Bishop
License No. 4938720

