

When recorded return to:

Ivory Land Corporation
978 Woodoak Lane
Salt Lake City, UT 84117

LAND DRAIN SYSTEM EASEMENT

IVORY LAND CORPORATION, a Utah Corporation, ("**Grantor**"), in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, hereby quit-claims to the BENSON MILL CROSSING HOME OWNER'S ASSOCIATION ("**Grantee**"), a perpetual non-exclusive easement over, through and across a portion of Grantor's real property located in Tooele County, State of Utah, more particularly described in Exhibit "A", which attached hereto and incorporated herein ("**Easement Property**"), to plan, install, and construct a land drain system (the "**Land Drain System**"), and thereafter maintain, operate, inspect, alter, remove, replace, and protect the same.

TO HAVE AND TO HOLD the same unto the said Grantee so long as the Land Drain System shall be maintained and operated on the Easement Property, together with the right of the Grantee of ingress and egress to and from the Easement Property.


Grantee's right to use the Easement Property shall be subject to the following, which upon use of the Easement Property by Grantee shall be deemed agreed and acknowledged to by Grantee: The Land Drain System shall be located underground and only on, under and over such portion of the Easement Property as may be hereafter selected by Grantee. Grantee shall enter upon Grantor's property as may be hereafter selected by Grantee. Grantee shall enter upon Grantor's property and the Easement Property at its sole risk, and Grantee hereby releases Grantor from any claims relating to the condition of Grantor's property and the Easement Property. Grantee shall maintain and repair the Land Drain System and any and all related improvements located on the Easement Property by Grantee in a good state of repair so that no damage will result to the Easement Property and the property of Grantor. Grantee, or its successors or assigns, as the case may be, shall repair and replace all grass, flowers, shrubs, trees, fences, existing water and/or irrigation pipes and lines and any other improvements located on the Easement Property or the adjacent property of Grantor that may be damaged in the prosecution of any work by Grantee, its agents, servants, employees, consultants and/or contractors, and shall otherwise restore the surface condition to the same or substantially the same condition that it was in prior to such work by Grantee and leave the Easement Property and the adjacent property of Grantor in a clean condition free of litter and debris.

Grantor further hereby indemnifies, holds harmless and agrees to defend Grantor from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage caused by or arising out of (i) the use of the Easement Property and/or the Land Drain System by Grantee, its agents, servants, employees, or contractors and (ii) any work performed on the Easement Property or Grantor's property by Grantee, or its successors and assigns, as the case may be, and their agents, servants, employees, consultants and/or contractors. The prevailing part in any legal proceedings shall be entitled to its reasonable attorney's fees and costs from the other party.

Grantor retains the right to use the Easement Property for any purpose not inconsistent with the purpose for which this Land Drain System Easement is granted to Grantee.


IN TESTIMONY WHEREOF, witness signature of Grantor this 1st day of July, 2009.

IVORY LAND CORPORATION, a Utah Corporation


By: DAVID R. WOLFGRAMM
Its: SECRETARY

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

On the 1st day of July, 2009, personally appeared before me DAVID R. WOLFGRAMM, who stated that he signed the foregoing instrument in HIS authorized capacity as the SECRETARY of IVORY LAND CORPORATION, a Utah Corporation, and by authority of such Corporation for the purposes and covenants contained therein.

 **DONNA PERKINS**
NOTARY PUBLIC • STATE OF UTAH
978 Woodoak Lane
Salt Lake City, UT 84117
MY COMMISSION EXPIRES: 05-30-2010

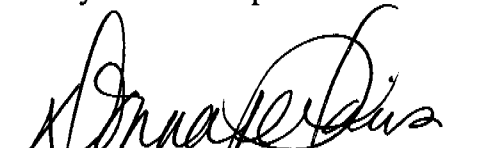

Notary Public

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(Easement Property)

Drain Line:

A 10-foot Storm Drain Easement, situate in the Southwest Quarter of Section 10 and the Northwest Quarter of Section 15, Township 2 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point which is located North 89°57'10" East 37.95 feet along the Section line and North 65.76 feet from the Southwest Corner of Section 10, Township 2 South, Range 4 West, Salt Lake Base and Meridian, and running:

thence North 18°06'05" East 10.00 feet;
 thence South 71°53'55" East 20.29 feet;
 thence North 51°34'03" East 42.31 feet;
 thence South 38°25'57" East 209.02 feet;
 thence South 51°34'03" West 10.00 feet;
 thence North 38°25'57" West 104.21 feet;
 thence South 51°34'03" West 136.20 feet;
 thence North 38°25'57" West 10.00 feet;
 thence North 51°34'03" East 136.20 feet;
 thence North 38°25'57" West 84.81 feet;
 thence South 51°34'03" West 37.69 feet;
 thence North 71°53'55" West 25.67 feet to the Point of Beginning.

Parcel contains: 4,032 square feet or 0.09 acres.

Land Drain Line:

A 15-foot Land Drain Easement, situate in the Southwest Quarter of Section 10 and the Southeast Quarter of Section 9, Township 2 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a corner of the boundary of the Benson Mill Crossing Phase 1 PUD, as recorded January 4, 2007 under Entry no. 275454 in the Tooele County Recorder's Office, which is located South 89°56'26" West 217.17 feet along the measured Section line and North 209.64 feet from the Southwest Corner of Section 10, Township 2 South, Range 4 West, Salt Lake Base and Meridian, and running:

thence North 38°25'57" West 202.27 feet along and past a corner of said boundary;
 thence North 58°42'32" East 134.54 feet;
 thence North 0°47'55" West 112.95 feet;
 thence South 89°12'05" West 513.40 feet;
 thence South 0°47'55" East 111.20 feet;
 thence North 88°27'53" East 296.25 feet;
 thence South 1°32'07" East 15.00 feet;
 thence South 88°27'53" West 311.44 feet to, along, and past a corner of the boundary of said Benson Mill Crossing Phase 1;
 thence North 0°47'55" West 126.39 feet;
 thence South 89°12'05" West 304.04 feet;
 thence South 8°30'45" East 153.46 feet;
 thence South 30°14'05" East 48.36 feet;

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thence South 50°59'42" East 50.66 feet;
 thence South 66°04'37" East 65.19 feet;
 thence South 81°24'47" East 82.92 feet;
 thence North 40°00'16" East 95.57 feet;
 thence South 49°59'44" East 15.00 feet to the boundary of said Benson Mill Crossing

Phase 1;

thence South 40°00'16" West 103.98 feet along said boundary;
 thence North 81°24'47" West 93.35 feet along said boundary;
 thence North 66°04'37" West 69.19 feet along said boundary;
 thence North 50°59'42" West 55.39 feet along said boundary;
 thence North 30°14'05" West 53.98 feet along said boundary;
 thence North 8°30'45" West 158.37 feet along and past a corner of said boundary;
 thence South 89°12'05" West 129.42 feet;
 thence South 30°51'47" West 49.60 feet;
 thence South 85°03'50" West 125.19 feet;
 thence North 88°18'05" West 20.21 feet to the boundary of said Benson Mill Crossing

Phase 1;

thence North 0°53'30" East 15.00 feet along and past a corner of said boundary;
 thence South 88°18'05" East 19.55 feet;
 thence North 85°03'50" East 116.64 feet;
 thence North 30°51'47" East 41.84 feet;
 thence North 28°26'02" West 47.95 feet;
 thence North 0°53'30" East 164.97 feet;
 thence South 89°06'30" East 15.00 feet;
 thence South 0°53'30" West 161.04 feet;
 thence South 28°26'02" East 43.75 feet;
 thence North 89°12'05" East 763.17 feet;
 thence North 0°47'58" West 260.00 feet;
 thence North 89°12'02" East 15.00 feet;
 thence South 0°47'58" East 260.00 feet;
 thence North 89°12'05" East 554.26 feet;
 thence South 48.02 feet;
 thence South 51°34'03" West 222.35 feet to, along, and past a corner of the boundary of

said Benson Mill Crossing Phase 1;

thence North 38°25'57" West 15.00 feet;
 thence North 51°34'03" East 215.10 feet;
 thence North 25.56 feet;
 thence South 89°12'05" West 325.58 feet;
 thence South 0°47'55" East 121.52 feet;
 thence South 58°42'32" West 126.11 feet;
 thence South 38°25'57" East 185.27 feet to the boundary of said Benson Mill Crossing

Phase1;

thence South 51°34'03" West 15.00 feet along said boundary to the Point of Beginning.

Parcel contains: 54,323 square feet or 1.25 acres.