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12/7/2005 4:11:00 PM \$51.00
Book - 9227 Pg - 3385-3401
Gary W. Ott
Recorder, Salt Lake County, UT
MERIDIAN TITLE
BY: eCASH, DEPUTY - EF 17 P.

When Recorded, Return To:

IKEA Property, Inc.
496 W. Germantown Pike
Plymouth Meeting, PA 19462
Attn: Vice President – Real Estate

STORM WATER EASEMENT AGREEMENT

THIS STORM WATER EASEMENT AGREEMENT (this "Agreement") is made as of the 7th day of December, 2005 by and among Allan L. Dahle, Robert M. Dahle, Mickeal L. Dahle, Timothy C. Dahle, and Dennis J. Dahle (collectively, the "Grantors") and IKEA Property, Inc., a Delaware corporation (the "Grantee").

RECITALS:

WHEREAS, the Grantors, Allan L. Dahle, as to a 16.666% interest as a tenant-in-common, Robert M. Dahle, as to a 16.666% interest as a tenant-in-common; Mickeal L. Dahle, as to a 16.667% interest as a tenant-in-common; Timothy C. Dahle, as to a 25% interest as a tenant-in-common, and Dennis J. Dahle, as to a 25% interest as a tenant-in-common, own that certain parcel of real property located in the City of Draper, Salt Lake County more particularly described on Exhibit A attached hereto (the "Grantors' Property"), which is depicted on Exhibit D attached hereto (the "Site Plan");

WHEREAS, pursuant to that certain Agreement of Sale between the Grantors and the Grantee (as amended, the "Purchase Agreement"), the Grantors sold to the Grantee on the date hereof certain property adjoining the Grantors' Property more particularly described on Exhibit B attached hereto (the "Benefited Property"), which is depicted on the Site Plan

WHEREAS, in the Purchase Agreement, the Grantors agreed to provide the Grantee with an easement in the form hereof through the Grantors' Property for piping storm water drainage from the Grantee's Property, from the detention basin as shown on the Site Plan (the "Detention Pond") to a discharge point near Corner Canyon Creek as shown on the Site Plan; and

WHEREAS, the parties have mutually agreed on the location of such easement, which is more particularly described on Exhibit C attached hereto and which is depicted on the Site Plan (the "Easement Property");

NOW, THEREFORE, the parties agree as follows:

1. **Grant of Easement.** The Grantors hereby grant to the Grantee a perpetual, non-exclusive easement in, to and under the Easement Property for the following purposes: (a) to construct, install, operate, use, maintain, repair, reconstruct, replace, and remove an underground pipe system (the "Storm Drainage Piping"); and (ii) to discharge storm water runoff from the Benefited Property into the Storm Drainage Piping to be discharged into Corner Canyon Creek. The Grantee shall have the right of access over and across the Grantors' Property for itself and its agents to the extent reasonably necessary in order to exercise the Grantee's rights under this Agreement. The Grantee shall be solely responsible at its expense for obtaining all governmental approvals necessary to discharge storm water into Corner Canyon Creek.

2. **Limitation on the Grantee's Use of the Easement Property.** The Grantor reserves the rights to use the Easement Property and to grant further easement interests in the Easement Property to others so long as such interests and uses do not materially or unreasonably interfere with the use of the Easement Property by the Grantee in accordance with this Agreement. Without limiting the generality of the foregoing, the Grantee agrees that the Grantor may landscape the Easement Property and may construct, pave and maintain one or more roads or parking lots or fences over and across any portion of the Easement Property, but the Grantor shall not build or construct any building or other improvement (other than signs) over or across the Easement Property.

3. **Maintenance and Restoration.** At all times, and at its sole expense, the Grantee shall maintain the Storm Drainage Piping in a safe condition and in compliance with all applicable governmental requirements. Upon completion of any activities of the Grantee which disturb the surface of the Easement Property, the Grantee shall promptly restore to the extent reasonably possible the Easement Property to the condition it was in prior to such disturbance. The Grantee shall give reasonable prior written notice (except in case of an emergency, in which case Grantee shall give as much notice as is reasonable under the circumstances) of its intent to construct, maintain, remove or replace the Storm Drainage Piping which would involve any disturbance of the surface of the Easement Property, and the Grantee agrees that any such construction, maintenance, repair, removal or replacement by the Grantee will be done in a reasonably expeditious manner. The Grantee shall be responsible for all costs and expenses associated with the exercise of its rights hereunder.

4. **Indemnity.** The Grantee shall indemnify, defend, and hold the Grantor harmless from and against any and all losses, claims, actions, damages, liabilities, penalties, fines, or expenses, of whatsoever nature, including, without limitation, reasonable attorneys' fees and costs on account of mechanics' lien claims, injury to persons, the death of any person, or damages to property ("Claims") arising from its use of the Grantors' Property, its breach of this Agreement or from its negligence (or any of its employees, contractors or agents) in exercising its rights under this Agreement, including without limitation the release into Corner Canyon Creek of any hazardous materials as defined under any federal, state or local law or regulation.

5. **Mechanics' Liens.** The Grantee shall, at all times, keep the Grantors' Property free from mechanics' lien claims or similar liens arising on account of any act by or on behalf of the Grantee. Prior to commencing or contracting for any work to be performed on or

about the Grantors' Property, the Grantee shall provide written notice to all contractors, subcontractors, and material suppliers with respect to such work that any mechanics' lien claim on account of the provision of such work or materials shall attach only to the Grantee's interest in the Grantors' Property under this Agreement and shall not, in any event, attach to any interest of the Grantors in the Grantors' Property. In the event any mechanics' lien is recorded with respect to the Grantors' Property (other than only against the easement interest of the Grantee) on account of any activity of the Grantee or any use of the Grantors' Property by or on behalf of the Grantee, the Grantee shall, within 30 days of notice by the Grantors, cause such mechanics' lien to be removed from the Grantors' Parcel or, alternatively, place into an escrow acceptable to the Grantors an amount equal to 150% of the amount in dispute.

6. **Performance of the Grantee's Obligations by the Grantor.** In the event that the Grantee fails to perform any obligations under this Agreement within thirty (30) days of written notice by the Grantors, the Grantors may, but are not required to, perform any such obligation of the Grantee at the sole cost and expense of the Grantee. Except as may be necessary to prevent damage or injury on an emergency basis, the Grantors shall not commence performance of any unperformed obligation of the Grantee as long as, within such thirty (30) day period, the Grantee shall have commenced curative action and thereafter shall prosecute such curative action diligently to completion. Any amount required to be paid by the Grantee to the Grantors pursuant to this Section shall bear interest until paid at the prime rate of interest then announced by Wells Fargo Bank National Association or other major national banking association in Salt Lake City, Utah identified by the Grantors.

7. **Other Agreements.**

(a) **Run with the Land.** The easements hereby conveyed and granted, the restrictions hereby imposed, and the agreements herein contained, shall be easements, restrictions, and covenants running with the land and shall inure to the benefit of, and be binding upon, the Grantors and their respective successors and assigns, including, without limitation, all subsequent owners of the Grantors' Property and all persons claiming under them, and the Grantee and its successors and assigns, including, without limitation, all subsequent owners of the Benefited Property and all persons claiming under them.

(b) **No Dedication.** Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easement Property to the general public or for the general public or for any public issues whatsoever other than those specifically granted herein, it being the intention of the parties hereto that this Agreement shall be strictly limited to and for the purposes herein expressed.

(c) **Attorneys' Fees.** In the event of any litigation, arbitration, or other proceeding brought to enforce or interpret this Agreement, the prevailing party shall receive an award of its reasonable attorneys' fees and costs.

(d) **Effect of Breach.** In the event of any violation by either party of any terms, restrictions or covenants provided herein not cured within a reasonable period of time, the other party shall have, in addition to the right to collect damages, the rights to enjoin such violation in a court of competent jurisdiction and to cure the violation. No breach of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which such party may have under this Agreement by reason of any such breach.

(e) **Severability.** Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

(f) **Amendment; Entire Agreement; Counterparts.** Any additions or changes to this Agreement must be in writing and signed by all parties hereto. This Agreement contains the entire understanding among the parties hereto, and any other agreements among the parties hereto are merged or revoked by this Agreement. This Agreement may be executed in counterparts.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

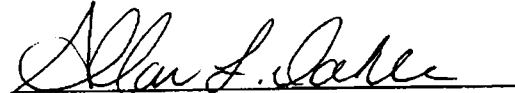
GRANTEE:


IKEA Property, Inc.


By: _____
Its: _____


By: _____
Its: _____

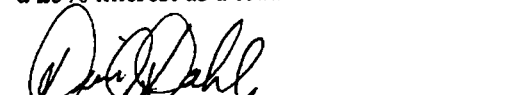
GRANTORS:


Allan L. Dahle
a 16.666% interest as a tenant-in-common


Robert M. Dahle
a 16.666% interest as a tenant-in-common


Mickeal L. Dahle
a 16.667% interest as a tenant-in-common



Timothy C. Dahle
a 25% interest as a tenant-in-common


Dennis J. Dahle
a 25% interest as a tenant-in-common

STATE OF PENNSYLVANIA
COUNTY OF Montgomery) SS.

On the 2nd day of December, 2005, personally appeared before me Joan Hecke, who being by me duly sworn did say (s)he is the V.P. of IKEA Property, Inc., and that the within and foregoing instrument was signed on behalf of the corporation.


COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JOANNE T. GALETTE, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires November 20, 2007

Joanne T. Galette
NOTARY PUBLIC
Residing at:


STATE OF Pennsylvania
COUNTY OF Montgomery) SS.

On the 2nd day of December, 2005, personally appeared before me Dirk Gustafsson, who being by me duly sworn did say (s)he is the President of IKEA Property, Inc., and that the within and foregoing instrument was signed on behalf of the corporation.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JOANNE T. GALETTE, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires November 20, 2007

Joanne T. Galette
NOTARY PUBLIC
Residing at:


STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ___ day of December, 2005, by Allan L. Dahle, a 16.666% interest as a tenant-in-common.

NOTARY PUBLIC
Residing at:

STATE OF _____)
) SS.
COUNTY OF _____)

On the ____ day of December, 2005, personally appeared before me _____, who being by me duly sworn did say (s)he is the _____ of IKEA Property, Inc., and that the within and foregoing instrument was signed on behalf of the corporation.

NOTARY PUBLIC
Residing at:

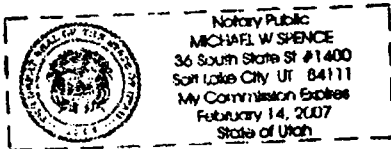
STATE OF _____)
) SS.
COUNTY OF _____)

On the ____ day of December, 2005, personally appeared before me _____, who being by me duly sworn did say (s)he is the _____ of IKEA Property, Inc., and that the within and foregoing instrument was signed on behalf of the corporation.

NOTARY PUBLIC
Residing at:

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 5 day of December, 2005, by Allan L. Dahle, a 16.666% interest as a tenant-in-common.

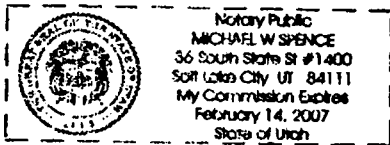


Michael W. Spence

NOTARY PUBLIC
Residing at:

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

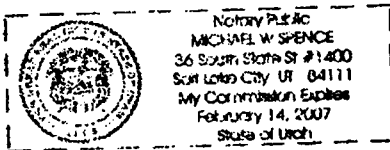
The foregoing instrument was acknowledged before me this 5 day of December, 2005, by Robert M. Dahle, a 16.666% interest as a tenant-in-common.



Michael W. Spence
NOTARY PUBLIC
Residing at:

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

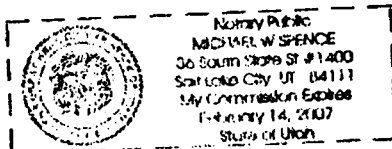
The foregoing instrument was acknowledged before me this 5 day of December, 2005, by Mickeal L Dahle, a 16.667% interest as a tenant-in-common.



Michael W. Spence
NOTARY PUBLIC
Residing at:

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

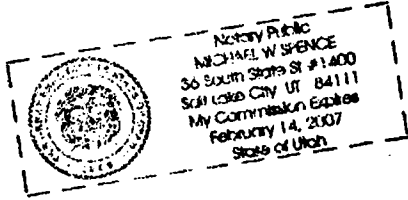
The foregoing instrument was acknowledged before me this 5 day of December, 2005, by Timothy C. Dahle, a 25% interest as a tenant-in-common.



Michael W. Spence
NOTARY PUBLIC
Residing at:

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 5 day of December, 2005, by Dennis J. Dahle, a 25% interest as a tenant-in-common.



Michael W. Spence

NOTARY PUBLIC
Residing at:

EXHIBIT A

Legal Description of the Grantors' Property

Sidwell Parcel Number: 33012000290000

That portion of the North half of the North half of the Northwest Quarter of the Northeast Quarter of Section 1, Township 4 South, Range 1 West, Salt Lake Base and Meridian, lying East of the Utah Power and Light Tract; less canal.

Legal Description of the Benefited Property

Parcel 1: Parcel No. 27-36-476-002

Beginning at a point on the West right of way fence of the West frontage road of Highway I-15 which point is 832.00 feet North and 163.00 feet West of the Southeast corner of Section 36, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence West 528.00 feet; thence South 161.33 feet to a point in an existing fence; thence North 89°55'46" East along said fence 528.08 feet to an existing fence corner at the aforesaid West right of way; thence North 00°01'45" West along said right of way 160.68 feet, more or less, to the point of beginning.

Parcel 2: Parcel No. 27-36-476-003

Commencing at a point on the Westerly line of the access public road to Interstate Highway 15 643 feet North and South 89°49' West about 163 feet from the Southeast corner of Section 36, Township 3 South, Range 1 West, Salt Lake Base and Meridian (said point of beginning being also South 89°49' West about 163 feet from the Southeast corner of Lot 9 of said Section 36); and running thence North along the Westerly line of said public highway 189 feet; thence West 528 feet; thence South 190 feet, more or less, to a point South 89°49' West about 528 feet from the point of beginning; thence North 89°49' East 528 feet, more or less, to the point of beginning.

Less and Excepting therefrom the following:

Beginning at a point on the West right of way fence of the West Frontage Road of Highway I-15 which point is 832.00 feet North and 163.00 feet West of the Southeast corner of Section 36, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence West 528.00 feet; thence South 161.33 feet to a point in an existing fence; thence North 89°55'46" East along said fence 528.08 feet to an existing fence corner of the aforesaid West right of way; thence North 00°01'45" West along said right of way; thence North 00°01'45" West along said right of way 160.68 feet, more or less, to the point of beginning.

Parcel 3: Parcel No. 27-36-476-004

Beginning at a point of intersection of the Northerly line of Lot 10, Section 36, and the Westerly Right-of-Way line of the West Frontage Road of Interstate I-15, said point being North 649.44 feet and West 161.03 feet from the Southeast Corner of Section 36, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 00°10'24" West 647.39 feet along said Right-of-Way line to an existing fence line; thence North 89°37'20" West along said fence line 1217.21 feet to the Easterly bank of the Jordan and Salt Lake City Canal; thence Northwesterly along said bank of canal 154.05 feet along the arc of a 265.60 foot radius curve to the right (chord bears North 16°12'34" West 151.90 feet); thence North 02°53'39" West along said Easterly bank of canal 485.60 feet to the Northerly line of Lot 10; thence North 89°37'14" East along the Northerly line of Lot 10 1286.10 feet to the Westerly Right-of-Way of the West Frontage Road, same said point also being the point of beginning.

Parcel 4: Parcel No. 27-36-476-005

Beginning South 89°57'35" East 2471.95 feet and North 00°10'24" East 514.21 feet and South 89°57'35" West 570.1 feet and North 128.21 feet from the South quarter corner of Section 36, Township 3 South, Range 1 West, Salt Lake Meridian; thence South 89°49' West 793.62 feet; thence North 01°56' West 680.93 feet; thence East 1344.59 feet; thence South 488 feet; thence West 528 feet; thence South 190 feet to the point of beginning.

LESS AND EXCEPTING any portion of the afore-described Parcels 1, 2, 3 and 4 which lies North of the line established by that certain Boundary Line Agreement recorded June 22, 2005, as Entry No. 9412169 in Book 9148 at page 8632 of Official Records, as follows:

An apparent line of occupation running along an existing fence line running through the Southeast Quarter of Section 36, Township 3 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at the intersection of the Easterly extension of said fence and the Westerly right-of-way line of Pony Express Road, which point lies North 00°10'43" West 1322.48 feet along the Section line and South 89°49'17" West 154.34 feet from the Southeast corner of said Section 36, and running thence along said existing fence line and its Westerly extension North 89°38'48" West 1323.85 feet to the Southerly extension of the Westerly line of T K Acres Subdivision, according to the official plat thereof on file and of record in the office of the Recorder of Salt Lake County, Utah, and the point of ending of said line.

Legal Description of the Easement Property

AN 10' WIDE EASEMENT, FOR STORM DRAIN PURPOSES, BEING A PART OF PARCEL 8 RECORDED AS ENTRY NO. 7937766, IN BOOK 8475, PAGE 864, OF OFFICIAL RECORDS, IN THE STATE OF UTAH, COUNTY OF SALT LAKE, CITY OF DRAPER, BEING PART OF THE NORTHEAST QUARTER, OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 1 AND THE WEST LINE OF CAZCO PROPERTY RECORDED AS ENTRY NO. 8613666, IN BOOK 8778, PAGE 7418, OF OFFICIAL RECORDS; SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID PARCEL 8; SAID POINT ALSO BEING S89°58'14"E ALONG THE QUARTER SECTION LINE 1326.55 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 1; THENCE S00°03'30"W ALONG SAID WEST LINE OF CAZCO PROPERTY 28.00 FEET; THENCE N89°58'14"W 10.00 FEET; THENCE N00°03'30"E 28.00 FEET TO SAID NORTH LINE OF SECTION 1; THENCE S89°58'14"E ALONG SECTION LINE 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.01 ACRES, MORE OR LESS.

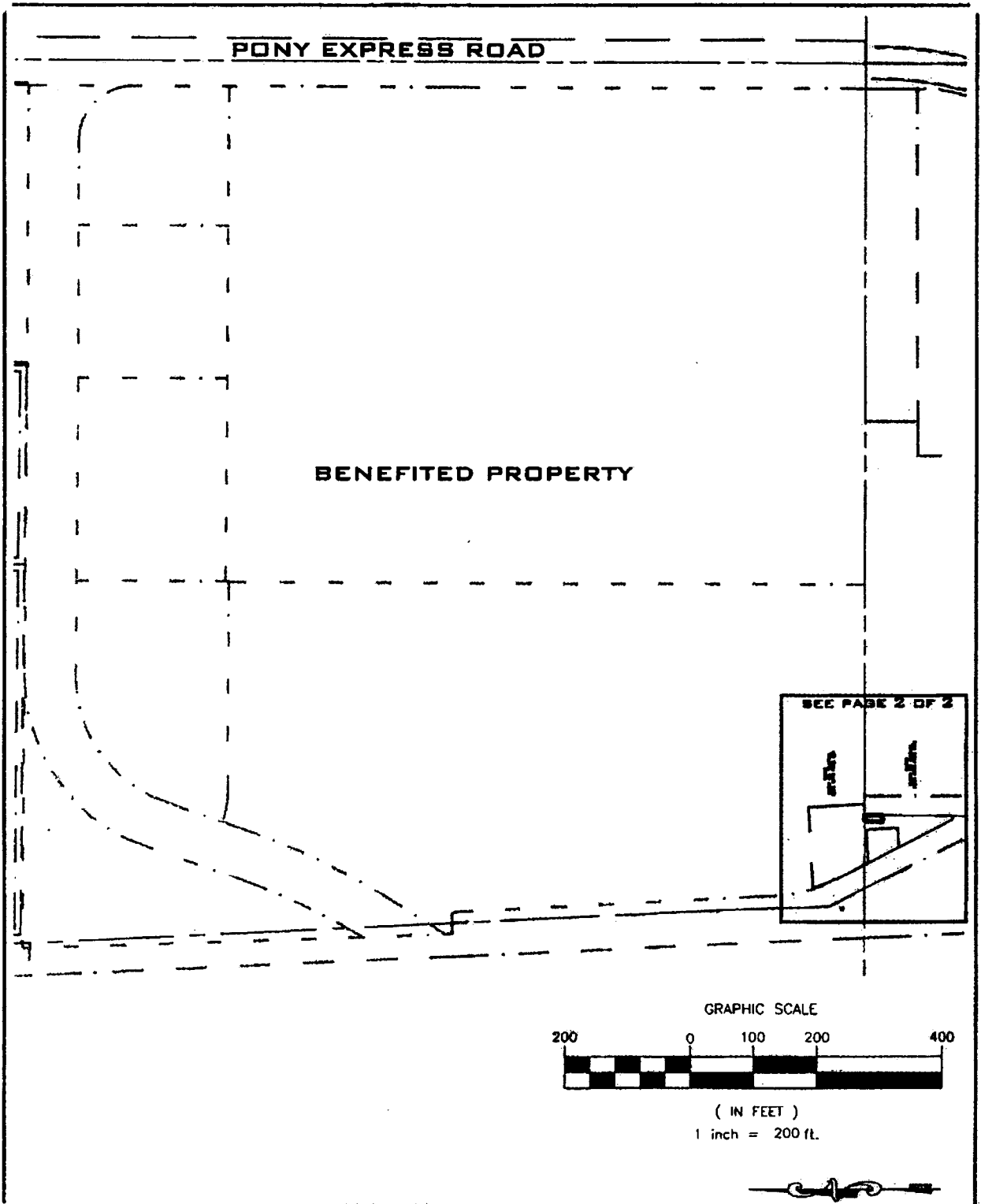
EXHIBIT D

Site Plan

Exhibit D – Page 1

718950.3

BK 9227 PG 3399



PROJ #: 05-0133
 DATE: 11/11/05
 REV #: 1
 ASI #: 1
 SCALE: 1" = 200'

DEPICTION OF EASEMENT
 STORM DRAIN EASEMENT
 DRAPER UTAH

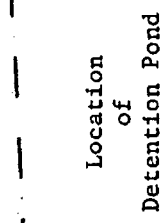
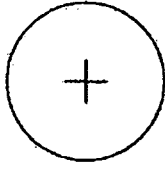
ELC ASSOCIATES
 350 SOUTH 400 EAST
 SUITE 304
 SALT LAKE CITY
 UTAH 84111
 P 801 363 3605
 F 801 363 3606
 OLCAS@SLC.UTAH.COM
 ARCHITECTURE
 ENGINEERING PLANNING
 LANDSCAPE ARCHITECTURE
 LAND SURVEYING



UTAH COORDINATE SYSTEM MAD 83 (1994) CENTRAL ZONE
 N=7353976.671 MEASURED IN US SURVEY FEET
 E=1529040.919
 N=2241496.572 MEASURED IN METERS
 E=466052.604
 N=2241496.555 SALT LAKE COUNTY RECORD METRIC
 E=466052.624 SPER MONUMENT REFERENCE SHEETS
 ELEV=4413.945 US SURVEY FEET-NAVD88
 CONVERGENCE=-0075'23.67005"
 SCALE FACTOR=0.999867737
 COMBINED FACTOR=0.999756648
 NORTH 1/4 OF SEC.1, T.4S., R.1W.,
 S.L.B.&M., FND 5"X5"X7" GRANITE
 STONE WITH 4 CHISELED ON NORTH
 FACE PER COUNTY TIES THE TOP HAS
 BEEN MARKED WITH A CHISELED +



WITNESS COR FOR NE COR OF
 SEC.1, T.4S., R.1W., S.L.B.&M.,
 FND 3" BRASS CAP IN RING
 AND LID PER COUNTY TIES



DAHLE
 ENTRY NO. 7937766,
 BOOK 8475 PAGE 864

N89°58'14"W 2594.83'

1297.31'

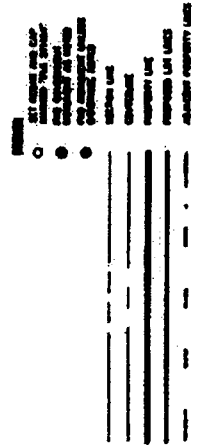
1297.31'

EASEMENT
 PROPERTY

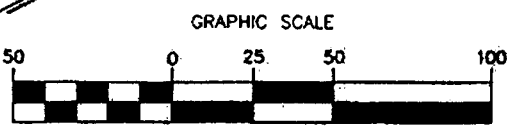
DAHLE
 PERMANENT
 EASEMENT

CORNER CANYON CREEK
 CAZCO
 ENTRY NO. 8613666,
 BOOK 8778 PAGE 7418

GRANTOR'S
 PROPERTY



LINE	BEARING	LENGTH
L1	S00°40'47"W	28.00'
L2	N89°58'14"W	10.00'
L3	N00°40'47"E	28.00'
L4	S89°58'14"E	10.00'



PROJ #: 05-0133
 DATE: 11/11/05
 REV #:
 ASI #:
 SCALE: 1" = 100'

DEPICTION OF EASEMENT
 STORM DRAIN EASEMENT
 DRAPER UTAH

ELC ASSOCIATES
 399 SOUTH 400 EAST
 SUITE 204
 SALT LAKE CITY
 UTAH 84111
 P 801 863 8608
 F 801 863 8604
 ELCS@ELC.COM
 ARCHITECTURE
 ENGINEERING PLANNING
 LANDSCAPE ARCHITECTURE
 LAND SURVEYING

