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 RICHARD T. MAUGHAN
 DAVIS COUNTY, UTAH RECORDER
 2/12/2010 4:03:00 PM
 FEE \$43.00 Pgs: 11
 DEP eCASH REC'D FOR BACKMAN TITLE SERVICES

Record and return to:

David Adams
 475 North 300 West, Suite 204
 Kaysville, Utah 84037

11-061-0178; -0084; -0142; -0083; -0151; -0136; -0030; -0031; -0032; -0033
 STORM DRAIN AND SANITARY SEWER EASEMENT AGREEMENT -0079; -0150
 -0080 +0034

THIS STORM DRAIN AND SANITARY SEWER EASEMENT AGREEMENT ("Agreement") is entered into as of the 15th day of December, 2009, by and between TERRAVENTURE DEVELOPMENT LTD., a Utah limited liability company ("Terraventure"), and FORT LANE VILLAGE, L.C., a Utah limited liability company ("Fort Lane").

WHEREAS Terraventure owns certain real property located in Davis County, Utah as more particularly described on attached Exhibit "A" (the "Terraventure Property"); and

WHEREAS Fort Lane owns certain real property located in Davis County, Utah as more particularly described on attached Exhibit "B" (the "Fort Lane Property"); and

WHEREAS Terraventure and Fort Lane desire to grant certain easements to provide for tie-ins for storm water drainage and a sanitary sewer line pursuant to the terms and conditions contained herein,

NOW THEREFORE, the parties agree as follows:

1. Easements Granted.

(a) Fort Lane hereby grants Terraventure a nonexclusive easement over and across the southerly fifteen feet (15') of the Fort Lane Property, as shown on attached Exhibit "C", to allow Terraventure to tie into the Utah Department of Transportation or Layton City storm drain line or system, as applicable (the "Storm Drain Easement"). The Storm Drain Easement shall burden the Fort Lane Property and shall be for the benefit of and appurtenant to the Terraventure Property.

(b) Terraventure hereby grants Fort Lane a nonexclusive easement over and across a fifteen foot (15') wide strip of property located within the Terraventure Property to allow Fort Lane to tie into the sanitary sewer line located on Fort Lane street as shown on attached Exhibit "C" (the "Sanitary Sewer Easement"). The Sanitary Sewer Easement shall burden the Terraventure Property and shall be for the benefit of and appurtenant to the Fort Lane Property. Terraventure shall have the right, but not the obligation, to relocate the Sanitary Sewer Easement to any location it may select on the Terraventure Property provided such location meets the required flow points to sewer the "Winco" building. Terraventure shall have the right to install the sanitary sewer line provided it can match the installation price and schedule obtained by Fort Lane. If the sanitary sewer line has been constructed at the time Terraventure desires to relocate the easement, Terraventure shall be responsible for all costs associated with such relocation. In such event and in

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map, agreement, deed or dedication) is by permission, and subject to the control of Fort Lane and Terraventure.

8. Limited Representations and Warranties. Each party represents and warrants to the other parties that it is the owner of its respective property, that it has authority to grant the easement contained herein without the need for any notice to, consent of or subordination by, any other person or entity, and that such easement is free and clear of all liens, encumbrances and restrictions except those appearing of record.

9. Miscellaneous.

(a) Covenants Running with the Land. This Agreement and all of the terms and conditions contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall be "covenants running with the land".

(b) Duration. Unless otherwise set forth herein, the easements, rights and privileges created herein shall continue for a period of fifty (50) years and shall be automatically renewed for successive ten (10) year periods unless all of the parties thereto shall execute and record a statement terminating such easements, rights and privileges within sixty (60) days of the expiration of such statutory period or any ten (10) year renewal thereof.

(c) No Waiver. A delay in enforcing or a failure to enforce any breach or violation of any restriction contained herein shall not be deemed to be a waiver or abandonment of any such restriction, or a waiver of the right to enforce any subsequent breach or violation of such restriction. The foregoing shall apply regardless of whether any person affected hereby (or having the right to enforce these restrictions) had knowledge of the breach or violation.

(d) Severability. If any one or more of the provisions of this Agreement or the applicability of any such provision to a specific situation shall be held invalid or unenforceable by a court of competent jurisdiction, the validity and enforceability of all the provisions of this Agreement and all other applications of such provisions shall not be affected thereby.

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

(f) Successors and Assigns. This Agreement shall not impair the right of the parties to hereafter convey any interest in any or all of the property burdened or benefited by the easements granted herein, provided that any such conveyance is subject hereto. The easements shall not be conveyed or assigned separately from the benefited property to which it is appurtenant. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns. Upon such assignment, the assigning party shall be relieved of future liability under this Agreement.

(g) Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs

exchange for a non-exclusive easement over the new easement area, Fort Lane shall quit claim to Terraventure any interest it may have in the original easement area.

The Storm Drain Easement and the Sanitary Sewer Easement are collectively referred to herein as the "Easement Areas".

3. Construction and Maintenance. Terraventure shall pay all costs associated with the installation and maintenance of the storm drain facilities within the Storm Drain Easement which are desired by Terraventure. Fort Lane shall pay all costs associated with the installation and maintenance of the sanitary sewer facilities within the Sanitary Sewer Easement which are desired by Fort Lane. The party responsible for constructing or maintaining facilities within the Easement Areas shall maintain the Easement Areas in a manner consistent with the first class nature, use and occupancy of the properties as an integrated retail and integrated commercial development, and shall restore the Easement Areas to as good or better condition as they were in upon commencement of construction or maintenance activities..

4. No Barriers. Except for landscaping, curbing and other common area and common facility improvements as may be required by municipalities, no walls, fences or barriers of any kind shall be constructed or maintained on the Easement Areas, or any portion thereof, by any party which shall prevent or impair the use or exercise of the easements granted herein, or the free access and movement, including without limitation, of pedestrians and vehicular traffic across the Easement Areas; provided, however, reasonable traffic controls as may be necessary to guide and control the orderly flow of traffic may be installed so long as the Easement Areas are not unreasonably closed or blocked. The only exceptions to this provision shall be for incidental, temporary encroachments upon the Easement Areas which may occur as a result of the construction, maintenance or repair of utility improvements, so long as such construction, maintenance or repair is being diligently pursued.

5. Indemnity. Each party agrees to indemnify, defend and hold the other party harmless from and against any claims, liability, damages or costs ("Claims") arising out of or relating to the use by the party, its invitees, guests or customers of the Easement Area located on the other party's Property unless and to the extent that such Claims are the result of the negligence of such other party.

6. Insurance. The parties covenant and agree to maintain in full force and effect at all times a policy of commercial general liability insurance (including coverage for contractual liability hereunder) with a liability limit in an amount reasonably agreed upon by the parties, but at least One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate, but not less than an amount which is customary and reasonable for the activities of the type conducted by the parties on their respective properties. Upon request at any time, the parties shall deliver to each other a certificate of insurance evidencing the coverage required to be maintained hereunder; and each such certificate shall provide that the policy coverage shall not be modified or terminated without providing at least thirty (30) days prior written notice to the other parties.

7. Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easement Areas to the general public, for the general public or for any public purposes whatsoever, it being the intention of the parties that this Agreement be strictly limited to and for the purposes contained herein. The right of the public or any person to make any use whatsoever of the Easement Areas, or any portion thereof (other than any use expressly allowed by a written or recorded

incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

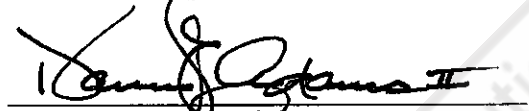
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

[Signature Page Follows]

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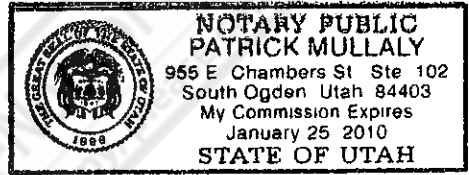
TERRAVENTURE DEVELOPMENT, LTD.
a Utah limited partnership


By: DAVID E. ADAMS II
Its: General Partner

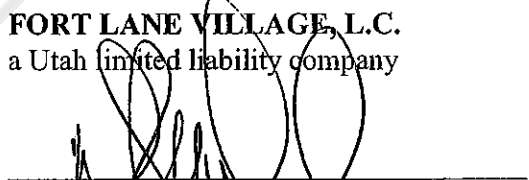
STATE OF UTAH 
COUNTY OF SALT LAKE WEBER

On the 15th day of DECEMBER 2009, personally appeared before me DAVID E. ADAMS II
who duly acknowledged to me that he executed the foregoing document as GENERAL PARTNER of
TERRAVENTURE DEVELOPMENT, LTD., a Utah limited partnership


Notary Public




FORT LANE VILLAGE, L.C.
a Utah limited liability company


By: DOUGLAS M. DURBANO
Its: Manager/Member

STATE OF UTAH
COUNTY OF ~~SALT LAKE~~ DAVIS

On the 9th day of February ²⁰¹⁰ 2009, personally appeared before me Douglas M. Durbano
who duly acknowledged to me that he executed the foregoing document as Manager/Member of
FORT LANE VILLAGE, L.C., a Utah limited liability company.


Notary Public

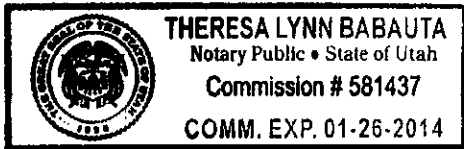




Exhibit "A"
(Terraventure Property)

A parcel of land located in the Northeast Quarter of Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Layton City, Davis County, Utah, more particularly described as follows:

Beginning at a point on the West Boundary Line of Fort Lane located 401.35 feet South 89°27'20" East and 970.78 feet South 00°47'13" West from the Davis County Survey monument found marking the North Quarter Corner of said Section 28 (the Basis of Bearing is South 89°27'20" East 2637.52 feet measured between the Davis County Survey monuments found marking the Northwest Corner and North Quarter Corner of said Section 28); and running thence South 00°47'13" West 57.52 feet along said West Line of Fort Lane; thence North 89°45'37" West 25.00 feet to a point on that certain Utah Department of Transportation property as described in Book 4692 at page 188; thence along said property the following three courses: South 00°47'13" West 255.64 feet; North 87°55'56" West 205.77 feet; and North 87°17'15" West 64.23 feet; thence North 00°47'13" East 100.00 feet; thence North 20°58'32" East 219.66 feet; thence South 89°20'20" East 219.11 feet to the point of beginning.

Contains 77,291 sq. ft.
or 1.774 acres

[Handwritten signatures]

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Exhibit "B"
(Fort Lane Property)

A parcel of land located in the North half of Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian, Layton City, Davis County, Utah, more particularly described as follows:

BEGINNING at a point on the South boundary line of Gentile Street (SR-109), which is 33.00 feet South 00°32'40" West from the Davis County Survey monument found marking the North Quarter corner of said Section 28 (the Basis of Bearings is South 89°27'20" East 2637.52 feet measured between the Davis County Survey monuments found marking the Northwest corner and North Quarter corner of said Section 28), and running thence South 89°27'20" East 401.21 feet along said street to the West boundary line of Fort Lane; thence South 00°47'13" West 887.78 feet along said street to a point on the North boundary line of Elm Street; thence North 89°20'20" West 383.43 feet along said line to the Northeasterly boundary line of the old Bamberger Railroad (U.S.R.C. - B.E.R.R.); thence South 46°52'45" West 74.00 feet to the Southwesterly boundary line of said railroad; thence South 43°07'15" East 163.65 feet; thence South 89°35'00" East 11.04 feet; thence South 43°07'15" East 265.24 feet to an existing fence line and the Northerly boundary line of that certain Utah Department of Transportation property as described in Book 4692 at page 188; thence along said fence and property line the following four courses, North 87°55'56" West 102.48 feet; thence North 87°17'15" West 142.71 feet; thence North 86°57'22" West 156.49 feet; thence North 86°02'18" West 195.56 feet to the Easterly boundary and N/A Line of Interstate 15, Proj. No. I15-7(18)326 and a point on a 2029.86 foot radius curve to the left; thence Northerly 148.15 feet along the arc of said curve through a central angle of 04°10'54" (chord bears North 08°06'43" West 148.12 feet); thence North 89°50'00" East 30.46 feet to a point on the Easterly R/W line of a 30.00 foot wide irrigation and utility easement and a point on a 2059.86 foot radius curve to the left; thence Northwesterly 850.80 feet along the arc of said curve through a central angle of 23°39'55" (chord bears North 21°53'16" West 844.76 feet) to the Southwesterly boundary line of said railroad; thence North 43°07'15" West 383.01 feet along said railroad to the Westerly boundary line of said Gentile Street; thence North 85°44'07" East 202.78 feet; thence South 89°27'20" East 194.65 feet along said street to the Westerly boundary line of that certain property as described in Book 1796 at page 1198; thence South 12°09'00" East 230.00 feet along said property; thence South 89°27'20" East 200.00 feet along said property to a point on the Easterly boundary line of that certain property as described in Book 1941 at page 1218; thence North 00°44'40" East 224.38 feet to said street; thence South 89°27'20" East 259.54 feet to the POINT OF BEGINNING.

Contains 22.29 acres

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EXHIBIT B cont.

~~(Area 2 illustrated on Exhibit C)~~

ALSO, INCLUDING THE FOLLOWING:

A parcel of land located in the Northeast Quarter of Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian, Layton City, Davis County, Utah, more particularly described as follows:

BEGINNING at a point 182.25 feet South $89^{\circ}27'20''$ East and 970.34 feet South $00^{\circ}47'13''$ West from the Davis County Survey monument found marking the North Quarter corner of said Section 28 (the Basis of Bearings is South $89^{\circ}27'20''$ East 2637.52 feet measured between the Davis County Survey monuments found marking the Northwest corner and North Quarter corner of said Section 28), and running thence South $20^{\circ}58'32''$ West 63.22 feet; thence North $89^{\circ}45'37''$ West 37.26 feet to the Northeasterly boundary line of the old Bamberger Railroad (U.S.R.C. - B.E.R.R.); thence North $43^{\circ}07'15''$ West 82.50 feet along said line; thence South $89^{\circ}20'20''$ East 116.30 feet to the POINT OF BEGINNING.

Contains 4,565 square feet or 0.105 acres.

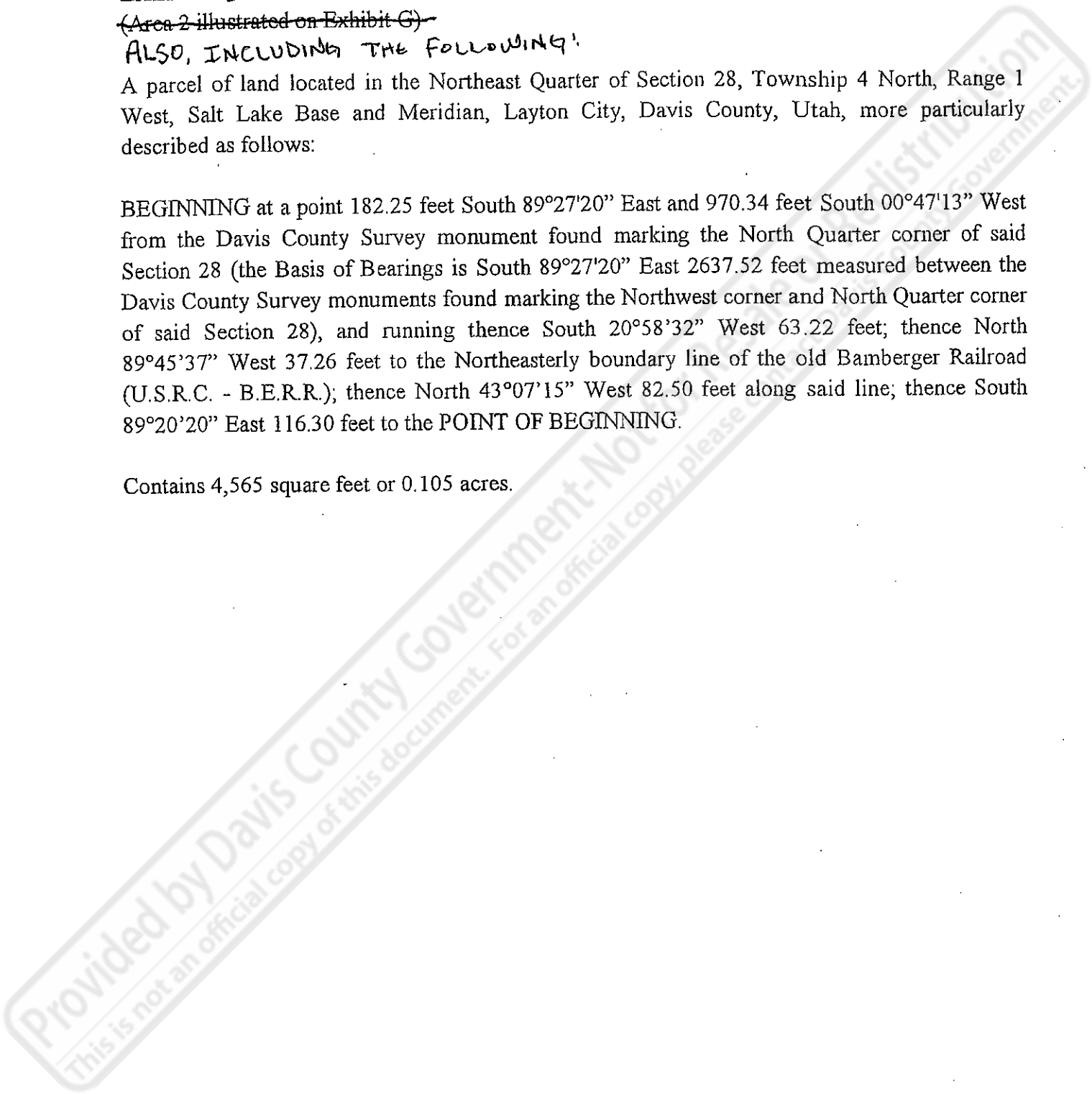


EXHIBIT B CONT.

~~(Area 1 illustrated on Exhibit C)~~

ALSO, INCLUDING THE FOLLOWING:

A parcel of land located in the North half of Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian, Layton City, Davis County, Utah, more particularly described as follows:

BEGINNING at a point on the Northeasterly boundary line of the old Bamberger Railroad (U.S.R.C. - B.E.R.R.), which is 17.92 feet South $89^{\circ}27'20''$ East and 920.00 feet South $00^{\circ}47'13''$ West from the Davis County Survey monument found marking the North Quarter corner of said Section 28 (the Basis of Bearings is South $89^{\circ}27'20''$ East 2637.52 feet measured between the Davis County Survey monuments found marking the Northwest corner and North Quarter corner of said Section 28), and running thence South $46^{\circ}52'45''$ West 74.00 feet to the Southwesterly boundary line of said railroad; thence South $43^{\circ}07'15''$ East 163.65 feet; thence South $89^{\circ}35'00''$ East 11.04 feet; thence South $43^{\circ}07'15''$ East 51.30 feet; thence North $20^{\circ}58'32''$ East 103.49 feet; thence North $89^{\circ}45'37''$ West 37.26 feet to said Northeasterly boundary line; thence North $43^{\circ}07'15''$ West 151.75 feet along said Railroad to the POINT OF BEGINNING.

Contains 15,495 square feet or 0.36 acres.

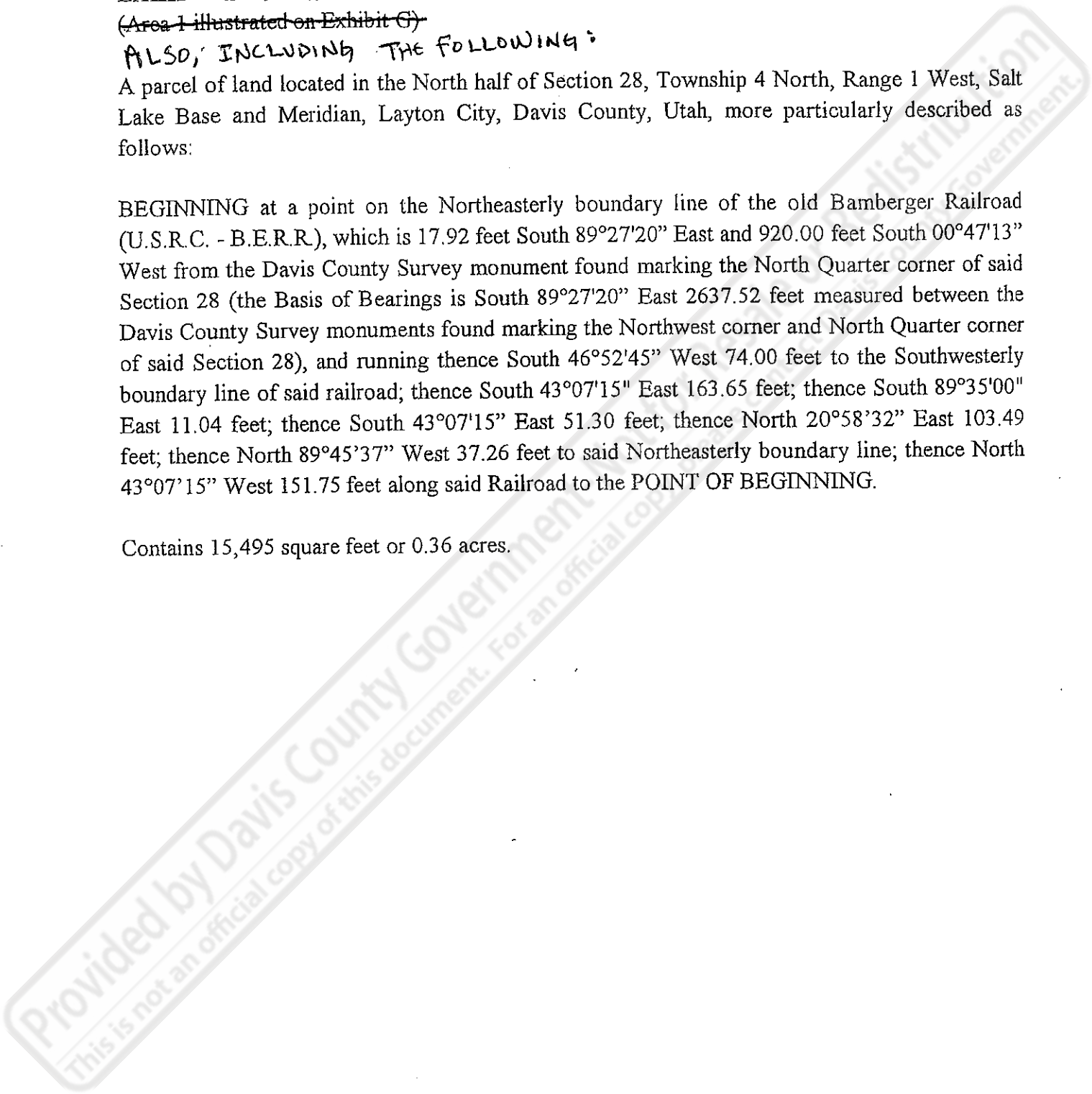


EXHIBIT B cont.

~~(Area 3 illustrated on Exhibit G)~~

LESS and EXCEPTING THE FOLLOWING:

A parcel of land located in the Northeast Quarter of Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian, Layton City, Davis County, Utah, more particularly described as follows:

BEGINNING at a point on the Southeasterly boundary line of the old Bamberger Railroad (U.S.R.C. - B.E.R.R.), which is 124.71 feet South $89^{\circ}27'20''$ East and 1126.56 feet South $00^{\circ}47'13''$ West from the Davis County Survey monument found marking the North Quarter corner of said Section 28 (the Basis of Bearings is South $89^{\circ}27'20''$ East 2637.52 feet measured between the Davis County Survey monuments found marking the Northwest corner and North Quarter corner of said Section 28), and running thence South $43^{\circ}07'15''$ East 213.95 feet to an existing fence line and the Northerly boundary line of that certain Utah Department of Transportation property as described in Book 4692 at page 188; thence along said fence and property line the following two courses, North $87^{\circ}55'56''$ West 102.48 feet; thence North $87^{\circ}17'15''$ West 64.23 feet; thence North $00^{\circ}47'13''$ East 100.00 feet; thence North $20^{\circ}58'32''$ East 52.95 feet to the POINT OF BEGINNING.

Contains 13,464 square feet or 0.31 acres.

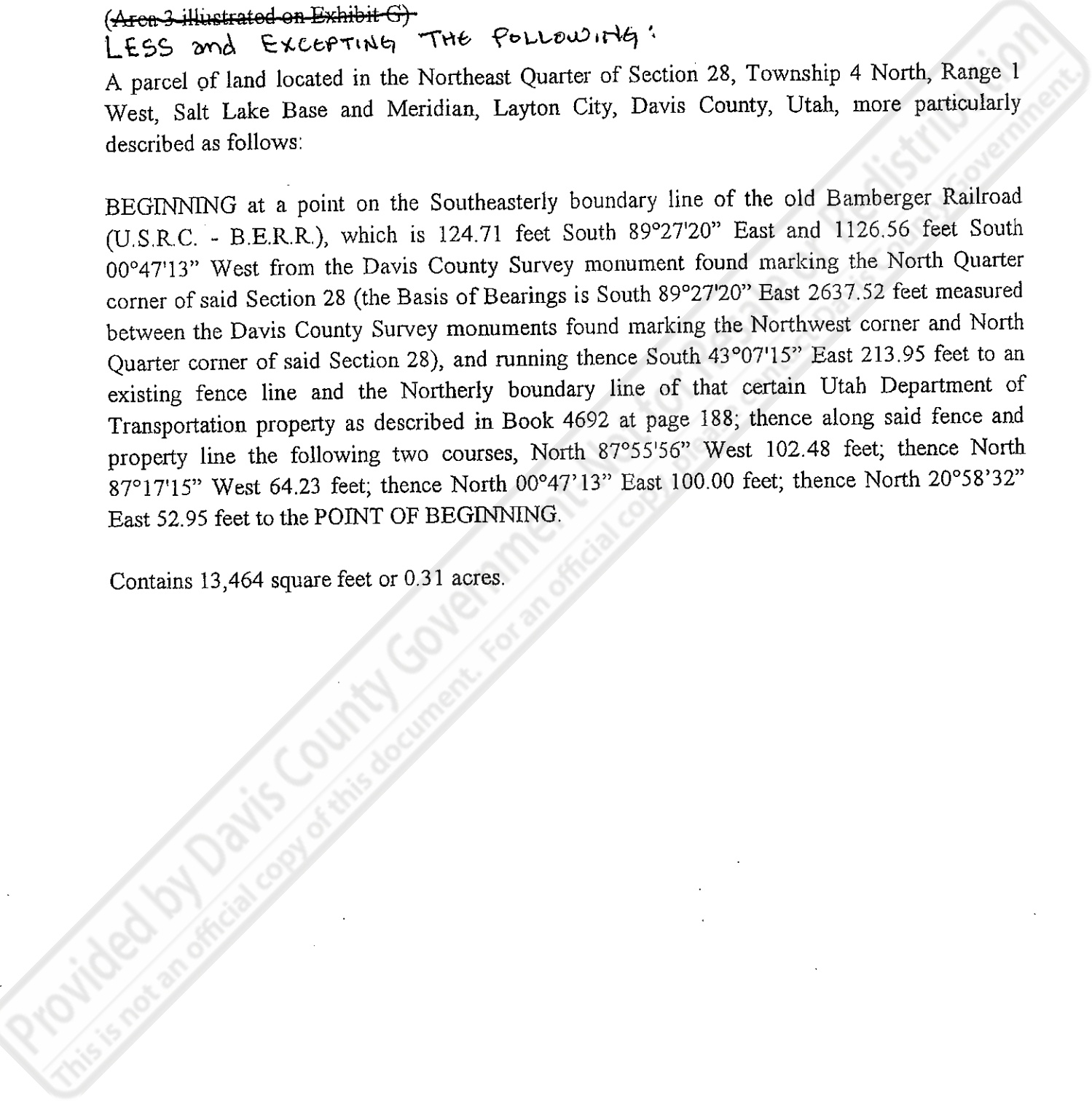


Exhibit "C"
Storm Drain Easement

A 15.0 foot wide easement for Storm Drainline purposes, the Southerly Line of which being the Northerly Line of the new UDOT I-15 Access to Fort Lane being described as follows:

A part of the North Half of Section 28, Township 4 North, Range 1 West, Salt Lake Base & Meridian, U.S. Survey in Davis County, Utah:

Beginning at a Southeasterly Corner of Grantor's Property on the Northerly Line of the new UDOT I-15 Access located South 89°27'20" East 101.03 feet and South 0°32'40" West 1276.17 feet from the North Quarter Corner of said Section 28; and running thence along the Southerly Line of Grantor's Property the following three courses: North 87°17'15" West 78.48 feet; North 86°57'22" West 156.49 feet; and North 86°02'18" West 72.12 feet more or less to the Easterly Line of said New UDOT I-15 Access and the endpoint of the Southerly Line of this easement description.

NOTE:

The sidelines of the above easement description are to be extended or shortened to exactly match Grantor's Property Lines.

and

Sanitary Sewer Easement

A 15.0 foot wide easement for Sanitary Sewer Line Facilities, the East of which being the West Line of Fort Lane as widened for the new UDOT I-15 Access and said line extended being described as follows:

A part of the Northeast Quarter of Section 28, Township 4 North, Range 1 West, Salt Lake Base & Meridian, U.S. Survey in Davis County, Utah:

Beginning at the Southeast Corner of Grantor's Property on the West Line of Fort Lane as widened located South 89°27'20" East 376.35 feet and South 0°47'13" West 1284.08 feet from the North Quarter Corner of said Section 28; and running thence North 0°47'13" East 313.35 feet along said West Line of Fort Lane as widened and said line extended to the North Line of Grantor's Property and the endpoint of the East Line of this easement description.

NOTE:

The sidelines of the above easement description are to be extended or shortened to exactly match Grantor's Property Lines.

TS/AB