

WHEN RECORDED MAIL TO:

City Recorder
 City Of Riverton
 12765 S 1400 W
 Riverton, UT 84065

9071122
 05/25/2004 10:16 AM NO FEE
 Book - 8991 Pg - 9197-9201
 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 RIVERTON CITY
 ATT: KAREN HOM-ENGINEERING DEP
 12765 S 1400 W
 RIVERTON UT 84065
 BY: ZJM, DEPUTY - WT 5 P.

DECLARATION OF EASEMENT AND AGREEMENT

(this "Storm Water Easement Agreement")

CENTEX HOMES, a Nevada general partnership, and BRK, LLC., a Utah limited liability company, "Grantor", for good and valuable consideration, hereby grants and conveys to RIVERTON CITY, a Utah municipal corporation, "Grantee", a non-exclusive easement to access, enter upon, inspect and operate the Storm Drain System including inlet boxes, storm drain pipes, above ground storm water channels, swales and detention basins (the "Storm Drain System"), upon, over, under and across the streets, utility easements as indicated on the record plats for The Villas At Monarch Meadows Phases 1 through 17 (the "Project") together with the easement as more particularly described in Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof (collectively the "Storm Water Easement").

This Grant of Easement is subject to the following terms and conditions.

1. This Easement is granted subject to all matters of record at the time of execution and or recording. Further, Grantee hereby agrees and consents to the recording of the Plats and Declaration Of Condominium being prepared by Grantor for the development of said Project
2. Upon receipt of this Storm Water Easement, Riverton City will immediately record the plats for Phases 1 and 2 of The Villas At Monarch Meadows.
3. Grantee shall have the right to ingress and egress to and from The Villas At Monarch Meadows for emergencies and the purposes described above.
4. The granting of this Storm Water Easement does not imply or obligate Grantee to perform or pay for any maintenance of the Storm Drain System.
5. Grantee shall be responsible for all damage caused to Grantor arising from Grantee's exercise of the rights and privileges herein granted, and shall indemnify and hold Grantor harmless from any and all claims arising from Grantee's, and its assigns, use of or activities on the described property.
6. Grantor retains all rights to encumber the described land in its sole discretion, and this Easement shall at all times be subordinate to all present and future financial instruments of Grantor, its assigns and successors, and Grantor shall have the absolute right in its sole discretion to convey the described Easement and or property as it sees fit subject only to the terms of this Easement.
7. Grantor and its assigns and successors, reserve all rights to occupy and use said Easement for all purposes not inconsistent with, nor interfering with the rights herein granted. However, Grantor shall not build any buildings over or across the Easement and shall maintain the Storm Drain System in accordance with the approved construction plans on file with the City Engineer of the City of Riverton, and shall not allow the detention basin area or volume to be decreased.
8. The construction of this Agreement and the enforcement of any of its terms and provisions shall be governed by the laws of the State Of Utah and jurisdiction shall remain in the State Of Utah.
9. The rights, conditions and provisions of this Easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the parties have agreed and signed this 21st day of May, 2004

GRANTOR:

CENTEX HOMES

By: Centex Real Estate Corporation
Its: Managing Member

By: [Signature]
Peter DelMissier
Its: Salt Lake Division President

BRK, LLC,
a Utah limited liability company

By: [Signature]
Boyd W. Anderson
Its: Manager

By: [Signature]
Ryan V. Staker
Its: Manage

GRANTEE:

RIVERTON CITY

By: Tom Beesley
(print name) Tom Beesley
Its: Staff engineer

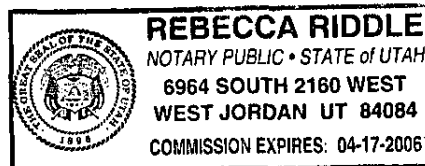
ACKNOWLEDGMENTS

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

On the 21 day of May, 2004, personally appeared before me **Peter DelMissier**, who being by me duly sworn did say that he is the President of the Salt Lake Division of Centex Real Estate Corporation, the Managing General Partner of Centex Homes, a Nevada general partnership, and that he executed the foregoing **Storm Water Easement Agreement** on behalf of said company being duly authorized and empowered to do so by Resolutions thereof for the purposes stated therein.

Rebecca Riddle
Notary Public
My Commission Expires:
4-17-06

Notary Seal:



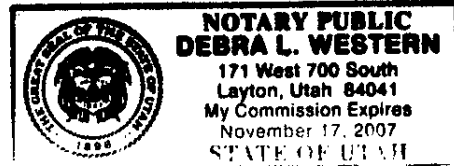
STATE OF UTAH)
)
) :ss.
COUNTY OF SALT LAKE)

The foregoing **Storm Water Easement Agreement** was acknowledged before me this 21st day of May, 2004, by **Boyd W. Anderson**, the Manager of BRK, LLC, a Utah limited liability company, who signed on behalf of said company.

Debra L. Western

Notary Seal:

Notary Public
My Commission Expires:
11-17-07



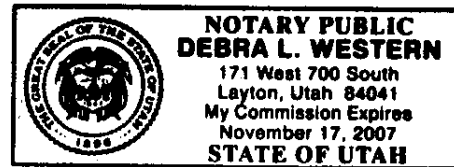
STATE OF UTAH)
)
) :ss.
COUNTY OF SALT LAKE)

The foregoing **Storm Water Easement Agreement** was acknowledged before me this 21st day of May, 2004, by **Ryan V. Staker**, the Manager of BRK, LLC, a Utah limited liability company, who signed on behalf of said company.

Debra L. Western

Notary Seal:

Notary Public
My Commission Expires:
11-17-07



On the _____ day of _____, 2004, personally appeared before me _____, who being by me duly sworn did say that he/she is the Mayor of Riverton City, a Utah municipal corporation (the "City"), and that he/she executed the foregoing **Storm Water Easement Agreement** on behalf of the City, being duly authorized and empowered to do so for the uses and purposes stated therein.

Notary Seal:

Notary Public
My Commission Expires:

EXHIBIT A
(to the Storm Water Easement Agreement)

{The following easement description is depicted on a map entitled "The Villas At Monarch Meadows Overall Easement Plan" as the "HOA Storm Water System Easement", said map being available at the offices of the City Engineer of Riverton, McNeil Engineering or Centex Homes.}

BEGINNING AT A POINT NORTH 89°53'23" WEST ALONG THE SECTION LINE 733.68 FEET AND SOUTH 00°06'37" WEST 531.75 FEET FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE EAST 20.00 FEET; THENCE SOUTH 59°37'00" EAST 29.96 FEET; THENCE NORTH 86°32'23" EAST 115.00 FEET; THENCE SOUTH 45°07'40" EAST TO A POINT ON THE NORTH LINE OF GRANTOR'S PROPERTY 9.83 FEET; THENCE EAST ALONG THE NORTH LINE OF SAID GRANTOR'S PROPERTY 48.86 FEET TO THE NORTHEAST CORNER OF SAID GRANTOR'S PROPERTY; THENCE SOUTH ALONG THE WEST LINE OF SAID GRANTOR'S PROPERTY 59.87 FEET; THENCE SOUTH 26°59'08" EAST 14.44 FEET; THENCE SOUTH 07°17'34" EAST 125.00 FEET; THENCE SOUTH 01°16'28" WEST 98.23 FEET TO THE POINT OF A NON-TANGENT CURVE; THENCE SOUTHERLY ALONG THE ARC OF A 347.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 88°49'53" WEST), THROUGH A CENTRAL ANGLE OF 15°11'46", A DISTANCE OF 92.03 FEET; THENCE SOUTH 16°21'53" WEST 22.07 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG THE ARC OF 353.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 11°41'10", A DISTANCE OF 72.00 FEET; THENCE SOUTH 12°36'10" WEST 19.14 FEET; THENCE SOUTH 81.83 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF 10.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 114°31'29", A DISTANCE OF 19.99 FEET; THENCE NORTH 65°28'31" WEST 51.03 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF 10.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°57'13", A DISTANCE OF 15.70 FEET; THENCE NORTH 24°28'42" EAST 58.97 FEET; THENCE NORTH 26°07'11" WEST 26.08 FEET TO THE POINT OF A NON-TANGENT CURVE; THENCE NORTHERLY ALONG THE ARC OF A 20.50 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 02°09'14" WEST), THROUGH A CENTRAL ANGLE OF 201°55'11", A DISTANCE OF 72.25 FEET TO A POINT OF REVERSE CURVE; THENCE WESTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 48°32'58", A DISTANCE OF 12.71 FEET ; THENCE NORTH 65°31'28" WEST 9.40 FEET; THENCE NORTH 24°28'32" EAST 158.38 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF 19.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 108°46'26", A DISTANCE OF 36.07 FEET; THENCE NORTH 84°17'54" WEST 63.50 FEET TO THE POINT OF A NON-TANGENT CURVE; THENCE NORTHERLY ALONG THE ARC OF A 112.50 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 83°22'31" WEST), THROUGH A CENTRAL ANGLE OF 06°37'29", A DISTANCE OF 13.01 FEET; THENCE NORTH 20.44 FEET TO THE POINT OF A NON-TANGENT CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 10.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS EAST), THROUGH A CENTRAL ANGLE OF 90°02'27", A DISTANCE OF 15.72 FEET; THENCE NORTH 89°57'33" EAST 48.51 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF 23.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 89°57'33", A DISTANCE OF 36.11 FEET; THENCE NORTH 142.71 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF 5.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 62°54'17", A DISTANCE OF 5.49 FEET; THENCE NORTH 62°54'17" WEST 8.28 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF 5.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 51°42'52", A DISTANCE OF 4.51 FEET; THENCE NORTH 11°11'25" WEST 12.82 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF 5.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 66°55'44", A DISTANCE OF 5.84 FEET; THENCE NORTH 78°07'09" WEST 5.52 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF 5.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 29°38'38", A DISTANCE OF 2.59 FEET; THENCE NORTH 48°28'31" WEST 17.76 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF 5.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 41°31'29", A DISTANCE OF 3.62 FEET; THENCE WEST 107.31 FEET; THENCE NORTH 85°43'17" WEST 11.45 FEET; THENCE NORTH 71°39'24" WEST 22.71 FEET TO THE POINT OF A NON-TANGENT CURVE; THENCE WESTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH), THROUGH A CENTRAL ANGLE OF 08°30'59", A DISTANCE OF 2.23 FEET; THENCE NORTH 29.82 FEET TO THE POINT OF BEGINNING.
CONTAINS 0.91 ACRES.

EXHIBIT B
(to the Storm Water Easement Agreement)

Map entitled "The Villas At Monarch Meadows Overall Easement Plan" showing the location of the "HOA Storm Water System Easement"

{Map on next page}

32-01-100