

10288089

WHEN RECORDED, PLEASE RETURN TO:
TAYLORSVILLE-BENNION IMPROVEMENT DIST
P.O. Box 18579
TAYLORSVILLE, UTAH 84118-8579

10288089
11/30/2007 08:08 AM \$16.00
Book - 9542 Pg - 6661-6664
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
TAYLORSVILLE-BENNION IMP DIST
P.O. BOX 18579
SLC UT 84118-8579
BY: ZJM, DEPUTY - WI 4 P.

PARCEL I.D.#21-17-101-073, 21-17-101-074

**CORRECTED
SEWER LINE EASEMENT**

WPS COMPANY, a Utah general partnership, **GRANTOR**, for ten dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, and **TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT**, a body politic of the State of Utah, **GRANTEE**,

HEREBY, agree to amend and correct an earlier granted easement as recorded in the Office of the County Recorder of Salt Lake County, State of Utah, at Book 5391, Page 1428, entry No. 3690975, which easement is hereby abandoned and released and replaced with a new easement described as follows:

CORRECTED DESCRIPTION

A fourteen (14) foot wide Sewer Easement, seven (7) feet either side of the following described centerline:

Beginning at a point which is North 89°56'30" East 823.90 feet along the section line and South 0°03'30" East 769.48 feet from the Northwest corner of Section 17, T2S, R1W, SLB&M, and running thence South 57°42'42" East 38.75 feet, more or less to the center of a manhole; thence South 89°52'22" East 351.7 feet, more or less to the center of a manhole; thence North 55°22'10" East 320.8 feet, more or less, to the center of a manhole and the intersection of a sanitary sewer easement running north and south.

GRANTOR hereby grants and conveys unto the Grantee an easement to construct, reconstruct, operate, repair, replace and maintain a sewer line and appurtenant structures on, over, across and through a strip of land as described above.

The GRANTOR SHALL NOT build thereon any permanent structure or building, nor plant large trees whose root zones would contact or interfere with the pipeline. The easement may, however, be crossed or covered with sidewalks, curb and gutter, roadways, driveways, fences or similar improvements.

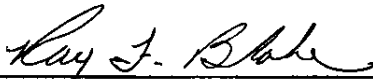
THE GRANTEE HEREBY AGREES to compensate Grantor the reasonable appraised value for any damages done to Grantor's land or crops caused by Grantee in the construction, maintenance, repair, operation or replacement of said line or appurtenant facilities.

DATED this 26th day of November, 2007.

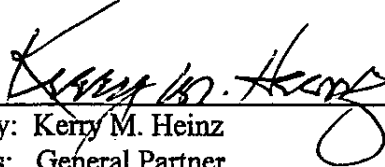
GRANTOR: WPS COMPANY, a Utah general partnership,

By: West Point Square Associates, a Utah limited partnership
Its: Managing General Partner

By: NT Associates, a Utah general partnership
Its: General Partner




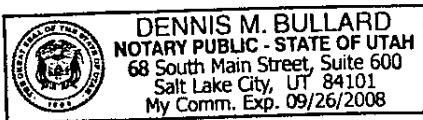
By: Ray F. Blake
Its: General Partner



By: Kerry M. Heinz
Its: General Partner

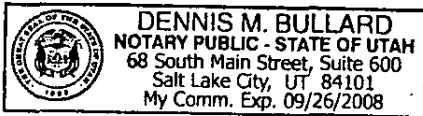
STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 26th day of November, 2007, personally appeared before me Ray F. Blake, acting in his individual capacity as a general partner of NT Associates, a Utah general partnership, the managing general partner of WPS Company, a Utah general partnership, and who duly acknowledged to me that he executed this Corrected Sewer Line Easement in said capacity on behalf of, and with authority to do so.


Notary Public for the State of Utah

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

On this 26th day of November, 2007, personally appeared before me Kerry M. Heinz, acting in his individual capacity as a general partner of NT Associates, a Utah general partnership, the managing general partner of WPS Company, a Utah general partnership, and who duly acknowledged to me that he executed this Corrected Sewer Line Easement in said capacity, and with authority to do so.





Notary Public for the State of Utah

GRANTEE: TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT, a body politic of the State of UTAH;

By: _____
Floyd J. Nielsen, General Manager

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

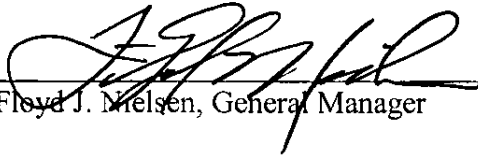
On the _____ day of November, 2007, appeared the me Floyd J. Nielsen, signer of the foregoing instrument who duly acknowledged to me that he is the General Manager of Taylorsville-Bennion Improvement District, is authorized to execute this document on behalf of Taylorsville-Bennion Improvement District and that he executed the same.

My commission Expires:

NOTARY PUBLIC

Residing at: _____

GRANTEE: TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT, a body politic of the State of UTAH;

By: 
Floyd J. Nielsen, General Manager

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

On the 27th day of November, 2007, appeared the me Floyd J. Nielsen, signer of the foregoing instrument who duly acknowledged to me that he is the General Manager of Taylorsville-Bennion Improvement District, is authorized to execute this document on behalf of Taylorsville-Bennion Improvement District and that he executed the same.

My commission Expires:

7 Feb 2008


NOTARY PUBLIC

Residing at: Salt Lake County, UT.

