

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

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 11/30/2007 08:08 AM \$14.00
 Book - 9542 Pg - 6658-6660
 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 TAYLORSVILLE-BENNION IMP DIST
 P.O. BOX 18579
 SLC UT 84118-8579
 BY: ZJM, DEPUTY - WI 3 P.

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

SEWER LINE EASEMENT

WPS Company, a Utah general partnership, **GRANTOR**, for ten dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants and conveys unto the **TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT**, a body politic, **GRANTEE**, an easement to construct, reconstruct, operate, repair, replace and maintain that portion of sewer line and appurtenant structures that crosses on, over and through a strip of land more particularly described as follows:

Beginning at a point which is South 631.60 feet and East 1469.17 feet from the Northwest corner of Section 17, T2S, R1W, SLB&M, and running thence North 65°22'38" East 20.00 feet; thence South 24°37'22" East 177.03 feet; thence South 16°46'00" East 133.75 feet; thence South 0°8'57" East 123.02 feet; thence South 50°27'39" West 75.14 feet; thence North 39°32'21" West 20.00 feet; thence North 50°27'39" East 65.69 feet; thence North 0°8'48" West 124.00 feet; thence North 89°53'34" West 4.00 feet; thence North 16°46'00" West 115.50 feet; thence North 24°37'22" West 175.66 feet to the point of beginning.

The GRANTORS 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. An exception to this paragraph shall be paragraph number two set out as part of the "further agreement of the parties" set out below.

The parties further agree as follows:

1. The existing SEWER LINE EASEMENT shall be modified by releasing a part thereof as shown on document "PARTIAL RELEASE AND ABANDON OF SEWER LINE EASEMENT".
2. Grantor or its predecessors have constructed a building over the existing sewer line easement contrary to the provisions of the easement. In event a leak or other need for maintenance, repair or replacement of the sewer line in this section of the easement, Grantee shall repair, maintain or replace as it deems necessary or desirable, which may also cause damage to the building or other facilities built or placed over the easement. Grantor shall reimburse Grantee for all costs of repair maintenance or replacement, including overhead, and Grantor shall also be responsible for any damages to the building or facilities, including the repair or replacement as Grantor deems appropriate. These obligations on part of the Grantor shall "run with the land" and subsequent owners shall assume these responsibilities.
3. Upon recording of this Easement, Grantor shall furnish a Title Description and Title Insurance Policy in an amount to be determined by Grantee showing and insuring the Easement to be owned by Grantee.

DATED this 16th day of November, 2007.

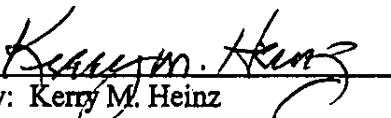
WPS COMPANY, a Utah general partnership

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

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



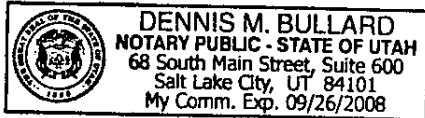
By: Ray F. Blake
Its: General Partner



By: Kerry M. Heinz
Its: General Partner

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

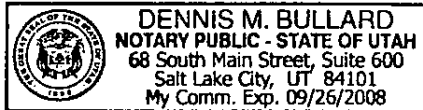
On this 26th day of November, 2007, personally appeared before me Ray F. Blake, acting in his individual capacity as a general partner of NT Associates, a Utah general partnership, the managing general partner of WPS Company, a Utah general partnership, and who duly acknowledged to me that he executed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




Notary Public for the State of Utah