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MURKIN, UT 84107

Ent: 299047 - Pg 1 of 5
Date: 12/18/2007 3:43 PM
Fee: \$19.00 CREDIT CARD
Filed By: MC
CALLEN B PESHELL, Recorder
Tooele County Corporation
FBI: KISER NATHAN

SEWER LINE EASEMENT AGREEMENT

Charles H. Brown, an individual (“Grantor”) for and in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, conveys and warrants to **CK Tooele One, LLC**, a Utah limited liability company (“Grantee”), as owner of the real property (“Grantee’s Parcel”) located in the City of Tooele, Tooele County, Utah, and more particularly described on Exhibit A, which is attached hereto and incorporated herein by this reference, and Grantee’s successors, assigns, tenants and agents, a perpetual, non-exclusive sewer line easement (the “Easement”), 20 feet in width, for the sole purpose of installing, constructing, maintaining, repairing and replacing a sewer line. This Easement shall be located on the real property (the “Easement Parcel”) located in the City of Tooele, Tooele County, Utah, and more particularly described on Exhibit B, which is attached hereto and incorporated herein by this reference.

The rights, duties and obligations associated with this Easement as described herein shall run with and benefit Grantee’s Parcel. All lines, conduits, pipelines, valves and all other facilities associated with this Easement shall be located below the surface of the Easement Parcel. All costs associated with the installation, construction, maintenance, repair and replacement of the sewer line and any lines, conduits, pipelines, valves and all other facilities associated therewith (including the costs of restoring the Easement Parcel and any landscaping, pavement, concrete or other improvements affected thereby) shall be the Grantee’s sole responsibility and shall at all times be the responsibility of the owner of Grantee’s Parcel. Said costs shall include, without limitation, survey and engineering costs associated with the preparation of legal descriptions.

Grantee agrees, for himself and his successors, assigns, tenants, agents, representatives and invitees to indemnify and hold Grantor (and all subsequent owners of the Easement Parcel) harmless from and against all damages, expenses, liabilities, claims, penalties, demands, losses and costs whatsoever (including attorneys’ fees and legal costs) arising from Grantee’s use of this Easement including, without limitation, any accidents, injuries, losses or damages associated with such use or arising in any manner out of the sewer line located on the Easement Parcel (e.g., any sewer line break). In particular, Grantee agrees to promptly repair and restore, at Grantee’s sole expense, any and all damage associated with said use to the same condition that existed prior to such damage (e.g., to fill in any trenches or holes so that the property is in the same condition as it was before the installation, maintenance, repair or replacement).

Nothing contained herein shall prohibit, obstruct or interfere with the use and occupancy of the Easement Parcel by Grantor and any of its successors, assigns, tenants, invitees, agents and representatives.

In the event of a default or threatened default by any party to this Agreement of any of the terms, easements, covenants, conditions or restrictions hereof, the other party(ies) shall be entitled to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific

“GRANTOR”

Charles H. Brown

CHARLES H. BROWN, an individual

STATE OF UTAH)
 : ss
COUNTY OF Wasatch)

On the 18th day of Dec, 2007, personally appeared before me, CHARLES H. BROWN, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same for its stated purpose.

[Signature]
Notary Public

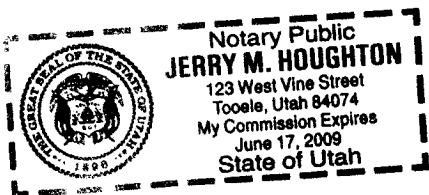


EXHIBIT A

(Legal Description of Grantor's Parcel)

0.90 Acres described as: THE W'L'Y' 150 FEET OF LOT 2, FLINDERS INDUSTRIAL PARK
BALANCE AFTER 8-46-30

EXHIBIT B

(Legal Description of Utility Easement)

BOUNDARY DESCRIPTION

20-foot Sanitary Sewer Easement (south of Flinders Street)

A parcel of land, situate in the Southeast Quarter of Section 16, Township 3 South, Range 4 West, Salt Lake Base and Meridian, to be set aside as a 20-foot sanitary sewer easement, more particularly described as follows:

Beginning at a point on the south line of Flinders Street (1100 North), which is located South 89°43'06" West 992.63 feet along the Section line and North 693.04 feet from the Southeast Corner of Section 16, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running:

thence South 12°27'48" West 289.98 feet;
thence North 77°32'12" West 20.00 feet;
thence North 12°27'48" East 287.97 feet to said south line of Flinders Street;
thence South 83°18'11" East 20.10 feet along said south line to the Point of Beginning.

Parcel contains: 5,780 square feet or 0.13 acres.

August 15, 2007
Date

Dusty L. Bishop
Dusty L. Bishop
License No. 4938720

