

STATE OF UTAH
 COUNTY OF CACHE
 FILED AND RECORDED FOR
 HILLYARD & GUNNELL
 APR 14 4 27 PM '72

IN BOOK 142 OF RECORD
 PAGE 889-890-891
 GRETTA D. SMITH
 COUNTY RECORDER
 DEPUTY

UTILITY EASEMENT AND RIGHT-OF-WAY

MOORE BUSINESS FORMS, INC., for and in consideration of TEN AND NO/100 (\$10.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, and conveys unto L. D. Schreiber Cheese Co., Inc., Grantee, its successors, assigns, lessees, licensees, and agents an easement and right-of-way with the right to construct, operate, maintain, and renew a sewer line under and through the following described land which the Grantor owns or in which the Grantor has any interest, to-wit:

The West 10 feet of Lot 6, Block 45, Plat "A" of the Logan Farm Survey, situate in the Southwest Quarter of Section 28, and the Southeast Quarter of Section 29, Township 12 North, Range 1 East of the Salt Lake Base and Meridian, for the purpose of constructing, operating, and maintaining a sanitary sewer facility and being more particularly described as follows:

Beginning at the Northwest Corner of said Lot 6; thence South along the West line of said Lot 6, 660 feet more or less, to the South line of said Lot 6; thence East, along said South line, 10.00 feet; thence North 660 feet, more or less; thence West 10.00 feet to the Point of Beginning.

Situated in the County of Cache, State of Utah.

Together with the right of ingress and egress over and across the land of the Grantor to and from the above described property, the right to clear and keep clear all trees and other obstructions that may be necessary. The Grantor reserves the right to use, occupy, cultivate, and enjoy the above described premises subject to the above granted easement and right-of-way.

The Grantee agrees that neither Grantor nor tenants of Grantor, their agents or employees shall be liable for any loss, damage, injury, or other casualty of whatever kind to the personal property of anyone including the Grantee on or off the premises arising out of or from the Grantee's construction,

operation, and maintenance of said easement, including the area over which the Grantee has the right of ingress and egress or from defect in the premises either apparent or hidden or from the installation, existence, use, maintenance, condition, repair, alteration, removal, or replacement of any improvements thereon, due to Grantee's activities. The Grantee further agrees to indemnify and save harmless Grantor from all claims, mechanics liens, damages, demands, actions, costs, and charges arising out of or by reason of the erection and construction of the improvements herein contemplated. The Grantee further agrees to promptly restore the premises to its original condition and grade following construction, maintenance, or removal of such facilities and to have full responsibility for the maintenance of the facility including collapse of the line or resultant soil settlement.

Grantee further agrees that if at any time in the future, Grantor or their successors in interest find it necessary to expand the property in conflict with this easement, that Grantee's or their successors in interest will be required and permitted to relocate the subject easement and right-of-way along the new perimeter boundary thus created or in the alternative Grantee may abandon said easement. Grantee further agrees that Grantor, at its option, may connect to the facility without hookup charge or fee.

IN WITNESS WHEREOF, Grantor has caused its Corporate name to be hereunto subscribed by its Authorized Officer and its corporate seal to be hereto affixed and attested this 6th day of April, 1972.

ATTEST:

[Signature]
VICE-PRESIDENT AND SECRETARY

MOORE BUSINESS FORMS

By [Signature]
Title TREASURER AND COMPTROLLER



L. D. SCHREIBER CHEESE CO., INC.

ATTEST:

[Signature]

By [Signature]
Title [Signature]

LAW OFFICES, HILLVARD & SUNNELL, 140 EAST SECOND NORTH, LOGAN, UTAH 84301

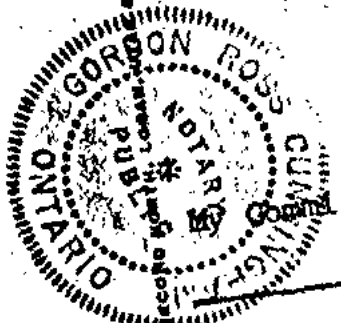
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STATE OF UTAH)
County of Cache) ss.

On the 6th day of April, 1972, personally
appeared before me FRANK W. WOODS and
JUDSON W. SINCLAIR

who, being by me duly sworn,
did say that they are the TREASURER and COMPTROLLER
respectively of MOORE BUSINESS FORMS, INC., said instrument
was signed in behalf of said Corporation and the aforesaid
Officers acknowledged to me that said Corporation executed
the same.

Gordon R. Cunningham
Notary Public
Residing at TORONTO ONTARIO



STATE OF UTAH)
County of Cache) ss.

On the 14th day of February, 1972, personally
appeared before me G. M. Boyes and
R. Deutsch

who, being by me duly sworn, did
say that they are the President and engineer
respectively of L. D. SCHREIBER CHEESE CO., INC., and that the
said instrument was signed in behalf of said Corporation and
the aforesaid officers acknowledged to me that said corporation
executed the same.

Margaretta Ludwig
Notary Public
Residing at Kagan, Utah

