

When recorded return to:
Snyderville Basin Water Reclamation District
2800 Homestead Road, Park City, Utah 84098

00744980 Bk01720 Pg00228-00230

ALAN SPRIGGS, SUMMIT CO RECORDER
2005 JUL 29 10:51 AM FEE \$.00 BY GGB
REQUEST: SNYDERVILLE BASIN SID

**GRANT OF EASEMENT
FOR CONSTRUCTION AND MAINTENANCE OF WASTEWATER COLLECTION
AND TRANSPORTATION PIPELINE(S)**

Jack Johnson Office Lodge, LC, a Utah limited liability company, Grantor, does hereby convey and warrant to the Snyderville Basin Water Reclamation District, a special District of the state of Utah, (the District) Grantee, of Summit County, Utah, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, a permanent easement and right-of-way for the purpose of constructing, operating and maintaining one or more underground pipelines in the easement granted herein for the collection and transportation of wastewater as permitted by the District in the exclusive discretion of the District, over, across, through and under the premises of the Grantor situated in Summit County, Utah which are more specifically described below as follows:

A 20-foot wide non-exclusive right-of-way and public utilities easement lying within the Northwest quarter of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian, County of Summit, State of Utah, more particularly described as follows:

Commencing at the Northwest corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian, said corner being a brass cap set by the County Surveyor in 1958; thence along the West line of said Section 31, South 00°00'06" East a distance of 2283.01 feet; thence leaving said section line East 896.15 feet and East 83.85 feet to the TRUE POINT OF BEGINNING, said point being on the boundary line between the Jack Johnson Office Lodge parcel and the Red Barn Development, L.C. parcel; thence along said line East 20.00 feet; thence North 59.65 feet to the southeasterly line of Flanders Way and the point of a non-tangent curve from which the radial line bears North 25°04'54" West, said curve having a radius of 260.00 feet and a central angle of 04°46'43"; thence westerly along said curve to the right and said Flanders Way line, a distance of 21.68 feet; thence leaving said Flanders Way line South 51.28 feet to the point of beginning.

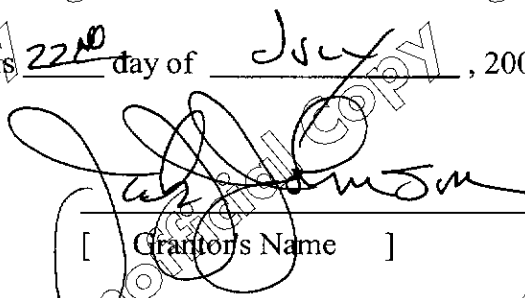
Also granting to the Snyderville Basin Water Reclamation District a perpetual right of ingress and egress to and from and along said right-of-way and with the right to operate, maintain, repair, replace, augment and/or remove the pipelines deemed necessary by the District for the collection and transportation of wastewater; also the right to trim, clear or remove, at any time from said right-of-way any tree, brush, structure or obstruction of any character whatsoever, which in the sole judgement of the Grantee may endanger the safety of or interfere with the operation of Grantee's

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facilities. The Grantor and its successors in interest hereby forever relinquish the right to construct any improvement which would interfere with the operation, replacement or repair of the pipelines constructed and maintained under the provisions of this easement and covenant and agree that no improvement, trees or structures will be constructed over the surface of the easement granted herein, without the express written consent in advance of the Grantee, which would interfere with the right of the Grantee to operate, maintain, repair or replace the sewer pipeline constructed by or for the Grantee.

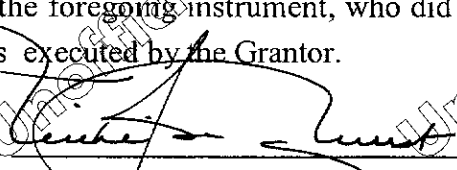
The easement granted herein is subject to the condition that the Grantee shall indemnify and hold harmless, the Grantor, its heirs and successors against any and all liability caused by the acts of the Grantee, its contractors or agents, during the construction, operation or maintenance of the sewer pipeline provided for in this easement; the Grantor's right to indemnification or to be held harmless by the Grantee under the terms of this paragraph are expressly conditioned upon prompt and immediate notice to the Grantee of any claim or demand which would cause a claim against the Grantee and upon the Grantee's right to defend any claim against the Grantor which would cause a claim of indemnification against the Grantor. This provision shall not be interpreted or construed to waive the rights of the Grantee to the affirmative defenses to claims provided under the Utah Governmental Immunity Act.

WITNESS the hand of said Grantor this 22nd day of July, 2005.


[Grantor's Name]

STATE OF UTAH)
COUNTY OF SUMMIT)

On the 22nd day of July, 2005, personally appeared before me Jack J. Johnson the signor of the foregoing instrument, who did personally acknowledge to me that the foregoing easement was executed by the Grantor.


NOTARY PUBLIC
RESIDING AT: Summit County

My Commission Expires:

6-28-2008



BK1720 PG0223

Unofficial Copy

NORTH

Northwest Corner of Section 31,
Township 1 South Range 4 East
Salt Lake Base and Meridian

S00°00'06"E 2283.01'

Flanders Way

A = 04°46'43"
R = 260'
L = 21.68'

South 51.28'

North 59.65'

Jack Johnson Office Lodge Parcel

Point of Beginning

East 980.00'

East 20.00'

Red Barn Development, L.C.