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Mary Ann Trussell, Summit County Utah Recorder

08/11/2014 11:27:43 AM Fee \$16.00

By US Title - Park City

Electronically Recorded

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

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

Nevis at Newpark, a(n) Limited Liability Company, and Cottonwood Newpark Three, a(n) Limited Liability Company, Grantors, do hereby convey and warrant to the Snyderville Basin Water Reclamation District, a local 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 non-exclusive easement and right-of-way for the purpose of constructing, operating and maintaining one or more underground pipelines and appurtenances 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 as follows:

Commencing at the standard brass cap monument in concrete at the Northwest corner of said Section 19, Township 1 South, Range 4 East, Salt Lake Base and Meridian, thence South 1472.90 feet; thence East 3196.97 feet to the Point of Beginning, (Basis of Bearing being South 89°47'32" East 5331.28 feet from the Northeast corner to the Northwest corner of said Section 19) said point of beginning being South 78°32'43" East 110.74 feet from the Northwesterly corner of Lot P-2 as defined in that certain plat map titled "NEWPARK PARCEL P SUBDIVISION", Recorded February 21, 2012 as Entry 939829, Thence North 85°38'02" East 20.00 feet; thence South 04°21'58" East 37.17 feet; thence South 45°00'00" West 283.60 feet; thence North 45°00'00" West 20.00 feet; thence North 45°00'00" East 274.40 feet; thence North 04°21'58" West 27.98 feet to the Point of Beginning.

The above-described contains 6,231 square feet or 0.143 acres.

(NPRK-P-1 and NPRK-P-2)

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 and appurtenances 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 judgment of the Grantee may endanger the safety of or interfere with the operation of Grantee's facilities. The Grantor and its successors in interest hereby forever relinquish the right to allow or construct any surface or underground 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 underground or surface improvement, trees or structures will be constructed under or over the

surface of the easement granted herein, without the express written consent in advance of the Grantee, which would interfere with the exercise of the rights 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 11 day of AUGUST, 2014.

COTTONWOOD NEWPARK THREE, LLC

[ Grantor's Name ]

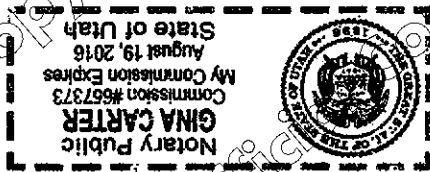
By: [Signature]

Name: JEFFREY L. GACHNOVA

Title: AUTHORIZED REPRESENTATIVE

STATE OF UTAH )  
COUNTY OF SUMMIT )

On the 11 day of AUGUST, 2014, personally appeared before me JEFF GACHNOVA the signor of the foregoing instrument, who did personally acknowledge to me that the foregoing easement was executed by the Grantor.



[Signature]  
NOTARY PUBLIC  
RESIDING AT: \_\_\_\_\_

My Commission Expires:  
AUGUST 19, 2016

WITNESS the hand of said Grantor this 8 day of August, 2014

Nevis at Newport LLC  
[ Grantor's Name ]

By: [Signature]

Name: Michael Brosky

Title: Chairman of Nevis Corp. Its  
MANAGER

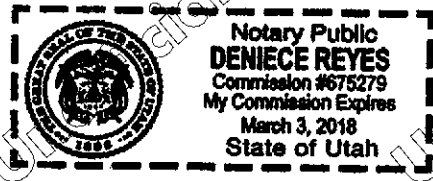
STATE OF UTAH  
COUNTY OF SUMMIT

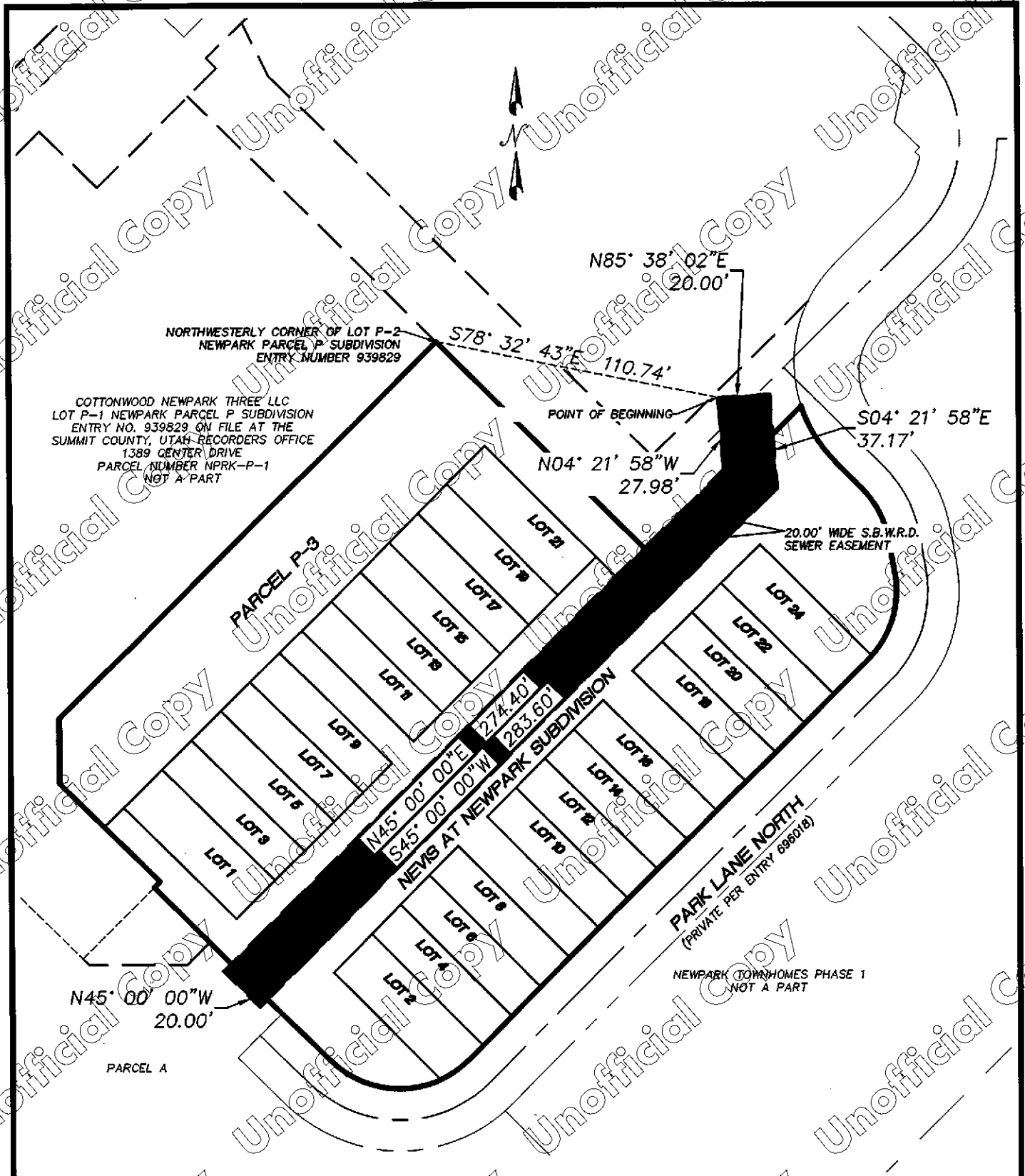
On the 8th day of August, 2014, personally appeared  
before me Michael Brosky the signor of the foregoing instrument, who did  
personally acknowledge to me that the foregoing easement was executed by the Grantor.

[Signature]  
NOTARY PUBLIC  
RESIDING AT: Salt Lake City, UT

My Commission Expires

March 3, 2018





NOT TO SCALE  
 DATE: 8/1/2014  
 COMPILED: BEY  
 CHECKED: TEJ

**SANITARY SEWER EASEMENT**  
**NEVIS AT NEWARK SUBDIVISION**

EXHIBIT 'A'  
 SUMMIT COUNTY, UTAH

**REDCON, INC.**  
 LAND SURVEYORS  
 150 NORTH MAIN ST., SUITE 101  
 Bountiful, Utah 84010  
 (801) 298-2401 FAX (801) 298-2024