

ENTRY NO. 01034374

12/07/2015 11:08:19 AM B: 2328 P: 0303

Easements PAGE 1/4

MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER

FEE 0.00 BY SNYDERVILLE BASIN WATER



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

RECORDING FEES EXEMPT AS PER SECTION 63J-1-505

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

TCFC PropCo LLC, a Delaware limited liability company, Grantor, does 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:

A parcel of ground located in the Southeast Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point being S89°59'41"E 717.13 feet, along the Section Line, and North 16.77 feet from the South Quarter Corner of said Section 36, and running thence N14°52'06"W 165.03 feet; thence N74°26'14"E 20.00 feet; thence S16°15'26"E 165.03 feet; thence S74°26'14"W 24.00 feet to the Point of Beginning.

Contains: 3,630 Square Feet or 0.083 Acre.

Basis of Bearing for the above description is S89°59'41"E between said South Quarter Corner and the Southeast Corner of said Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

This easement is contained within Parcel(s): PP-75-4

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.

[Signature Page Follows]

WITNESS the hand of said Grantor this 24 day of November, 2015.

TCFC PropCo LLC,
a Delaware limited liability company

By: TCFC Finance Co LLC,
a Delaware limited liability company

Its: Sole Member

By: [Signature]
Print Name: M. Thomas Jolley
Title: COO

STATE OF UTAH)
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 24th day of November, 2015, by M. THOMAS JOLLEY, the COO TCFC Finance Co LLC, a Delaware limited liability company, the Sole Member of TCFC PropCo LLC, a Delaware limited liability company.

[Signature]
NOTARY PUBLIC
RESIDING AT: 1940 SUN PEAK 84098

My Commission Expires:
06/13/2016



