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JORDANELLE SPECIAL SERVICE DISTRICT

EASEMENT AGREEMENT 00197819 Bk00361 Pg00678-00689

WASATCH CO RECORDER-ELIZABETH M PARCELL
1997 OCT 17 09:59 AM FEE \$.00 BY MWC
REQUEST: JORDANELLE SPECIAL SERVICE DIST

This AGREEMENT AND GRANT OF EASEMENT is made this 16 day of
November, 1995, by and between Jordanelle Special Service District and its
successors and assigns, (hereinafter referred to as "Grantee") and the following individual(s)
and/or property owners, (hereinafter referred to as "Grantor"):

United Park City Mines Company, A Delaware Corporation

Jordanelle Special Service District, with an office address of 55 West Center Street,
Heber City, Utah 84032, is a Special Service District organized and existing pursuant to the laws
of the State of Utah, and is in the process of developing and constructing a wastewater collection
system (sewer) to serve the residents of the District.

Grantor is a property owner who owns property across which the proposed wastewater
collection system lines must pass to adequately service the residents of the District.

NOW, THEREFORE, for and in consideration of the sum of Ten (\$10.00) Dollars, and
other good and valuable consideration in hand paid, receipt of which is hereby acknowledged,
the undersigned Grantor, does hereby grant and convey unto Grantee, a permanent easement of
twenty-five (25) feet width, as shown on the attached Exhibit "A", to operate, inspect, maintain,
protect, repair, replace or remove a wastewater collection system (sewer) and appurtenances for
the transportation of wastewater and waste materials which can be transported through said sewer
pipeline, along with a temporary construction easement of forty (40) feet width, which shall
overlap by fifteen (15) feet the aforementioned permanent easement as shown on the attached
Exhibit "A", to survey, clear and excavate for, lay, and construct the wastewater collection
system (sewer) and appurtenances for the transportation of wastewater and waste materials which
can be transported through said sewer pipeline, along a route on, under, across and through the
land owned by the Grantor together with the right of ingress and egress to and from said
easement over existing roads, situated in Wasatch County, State of Utah.

Said grant of easement is subject to the following conditions, exceptions and reservations:

1. Grantee shall be totally responsible for disposing of all trees, stumps, roots and
construction waste created by the construction and installation of the wastewater collection
system unless the Grantor agrees in writing to assume responsibility for removal of any debris
resulting from the clearing and grubbing of the construction site.
2. Grantee shall backfill any trench and grade out the disturbed easement areas and return
the area to the original condition, which includes the replacement of topsoil, to the extent topsoil
existed prior to construction. Grantee shall keep and maintain the sewer pipeline and backfill
thereon in a good and workmanlike condition pursuant to generally recognized principles and

practices of pipeline construction.

3. Grantee shall bear the entire cost and expense incurred in connection with the construction, maintenance, repair and renewal, and any or all modification, revision, relocation, removal or reconstruction of the sewer pipeline. Grantor shall have no obligation to assist in the cost and expense of installing, maintaining or operating the wastewater collection system except as specifically agreed upon by those Grantors that are members of the Jordanelle Special Service District, pursuant to agreements regarding assessments, hook-up fees, and operation and maintenance charges for those participating in the wastewater collection system.

4. Except as otherwise provided in agreements regarding assessments, hook-up fees, and operation and maintenance charges for those participating in the wastewater collection system, Grantee shall not permit or suffer any mechanic's or materialmen's lien of any kind or nature to be enforced against said easement for any work done or materials furnished thereon at the instance or request or in behalf of Grantee; and Grantee shall indemnify and hold harmless Grantor from and against any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

5. Grantee shall indemnify and hold harmless the Grantor from and against any and all liability, loss, damage, claim, demand, cost, and expense of whatsoever nature, court costs and attorney's fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, whether such injury, death, loss, destruction or damages grows out of, or arises because of the existence of the sewer pipeline or the operation, construction, maintenance, repair, renewal, modification, reconstruction, or removal of the sewer pipeline or any part thereof, or the contents therefrom or therein, provided, however, the foregoing shall not apply to liability, loss, damage, claim, demand, cost and expense to Grantor which are the result of the negligence or willful misconduct of Grantor, its officers, employees or agents.

6. Grantor shall have the right to construct and maintain fences over and across the easement herein granted, as it may find necessary in the operation of its business; provided, however, Grantor will not build or construct or in any way permit to be built or constructed any other building or other improvement over or across the right of way, or change its contour without the express written consent of Grantee. Grantor also agrees to refrain from planting or maintaining any trees, shrubbery or other landscape features on the easement which may interfere with the wastewater collection system, or Grantee's reasonable access thereto without the express written consent of Grantee. Grantee shall have the right to remove any such trees, shrubs or landscaping without the prior consent of Grantor if Grantee determines that said landscaping interferes with the construction, operation and/or maintenance of the wastewater collection system.

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7. Grantee shall pay reasonable damages for any injury to any and all improvements on said lands, including growing crops and native grasses, which injury may be caused by Grantee, its agents, employees or contractors. Grantee shall use diligence and cooperate with Grantor in all

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respects so as to interfere as little as possible with Grantor's operations; Grantee shall reimburse Grantor for any livestock loss sustained by such Grantor or permittee resulting from the construction of the wastewater collection system.

8. Grantee shall restore to original or better condition bridges and current irrigation paths such as streams, creeks and ditches that may be damaged due to construction or heavy equipment.

9. Grantee shall be responsible for necessary fencing to contain livestock during construction and shall restore existing permanent fences to original or better condition following construction. Grantee shall not maintain upon the lands within this easement fences or other structures which will retard or prevent livestock from grazing the lands covered by this easement, without the written permission of Grantor.

10. To the extent possible, Grantee shall lay, bury and maintain said sewer pipeline so it will avoid:

- a. Permanent interference with the present use of any ditch or roadway,
- b. Permanent interference with the present use of the surface of said premises,
- c. Permanent damage to existing springs and if such damage occurs, Grantee shall restore springs to the original water supply.
- d. Permanent damage to existing septic tanks and drain fields so as not to disrupt service to existing homes, if any.

11. Other good and valuable consideration shall include:

- a. Grantor shall consult with Grantee regarding meter stations and manhole locations on Grantor's property.

12. This easement shall continue in force so long as said lands are used for maintenance and operation of a sewer pipeline for transportation of water, waste matter, or products therefore, but should such use terminate and Grantee, its successors or assigns, fail to use the easement for said purposes for a period of twenty-four (24) consecutive calendar months, this easement shall terminate, cease and be nullified as fully and effectually as though this instrument had never been subscribed and delivered. In such event, Grantee, its successors or assigns, may remove its sewer pipeline and all of its fixtures, appurtenances and other property within the said easement, and shall remove the same within six (6) months after Grantor shall mail Grantee, its successors or assigns, a written request therefor, in default of which said sewer pipeline and all of the other property of Grantee, its successors or assigns, within said easement shall become and remain the property of Grantor, and Grantee, its successors or assigns, shall have no further rights thereto. Grantee, its successors or assigns, after any such removal, shall restore the ground surface to its then present condition and pay all damages caused Grantor thereby. Such restoration shall include reseeding said ground to then present conditions.

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13. All rights herein granted are subject to all rights of way, easements and licenses of record heretofore granted by Grantor and to the continuing right of Grantor to extend or renew any or all

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of said rights of way, easements and licenses of record or to grant new easements, rights of way or licenses; and this easement will continue to be subject to any such right of way, easement or license of record which is extended, renewed or granted, provided, however, that any newly granted easements shall be subject to the provisions of this grant.

14. The rights and permission granted hereunder are granted only for the purposes stated herein. The rights and permission granted hereunder are granted only to Grantee, Grantee's agents, employees, contractors, successors and/or assigns, and such rights are restricted to the uses indicated herein and are given for no other purpose whatsoever.

15. Grantor reserves the right to use the lands covered hereunder for its own purposes, so long as such use does not breach any covenant contained herein or otherwise interfere with Grantee's use thereof.

16. If default or breach shall be made in any of the conditions herein contained by Grantee, Grantor may, at the election of Grantor, declare this Easement terminated and said Easement shall thereafter be null and void and of no further force and effect, provided, however, anything herein contained to the contrary notwithstanding, that the Grantor shall not exercise such termination by reason of any default or breach, unless and until the Grantor shall have given the Grantee written notice, by certified mail, of such default or breach, and unless the Grantee shall have failed to remedy such default or breach within a period of sixty (60) days after the mailing of such notice, and provided further, that any indemnification provision hereunder shall survive such termination. If default or breach shall be made in any of the conditions herein contained by Grantor, Grantee shall be entitled to all available remedies in law and in equity, including but not limited to damages and/or specific performance.

17. In the event there is a dispute as to the terms and conditions of this agreement, the prevailing party in such dispute shall be entitled to recover reasonable costs and attorney's fees incurred in enforcing the terms of this agreement.

18. Waiver by either Grantor or Grantee of any breach of any condition or provision of this Easement shall be limited to the particular instance and shall not operate or be deemed to waive any future breach or breaches of said condition or provision. The failure of either Grantor or Grantee to insist, in any one instance or more, upon the performance of any of the conditions or provisions of this Easement or to exercise any right or privilege herein conferred, shall not be construed as thereafter waiving any such condition, provision, right or privilege, but the same shall continue and remain in full force and effect.

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19. Except as may be herein otherwise provided, all notice required or permitted herein shall be deemed to have been properly given when sent by certified U.S. Mail, addressed to the Grantor or Grantee at the addresses attached hereto; the date of such service shall be the date on which the notice is deposited in the U.S. Post Office; all notices shall be sufficient within the terms of the Easement when signed by any one or more of the notifying parties or their agents and mailed to any one or more of the opposite parties; personal delivery of such written notice shall have the same effect as notice given by mail; the attached addresses may be changed for the

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purposes of this Easement by notification of the opposite party in writing.

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20. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective successors and assigns of the parties hereto; and Grantee, its successors and assigns, may assign the rights herein granted in whole or in part, provided, however, Grantee shall give prompt written notice of any such assignment to Grantor or its successor or assigns.

21. The attached Exhibit "A" is incorporated herein and made part of this agreement by reference.

IN WITNESS WHEREOF, the parties have duly executed this Agreement and Grant of Easement the day and year written above.

Jordanelle Special Service District

By Lee Roy Farrell
District Manager

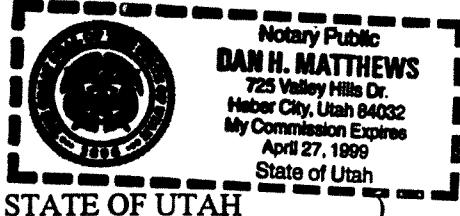
GRANTOR(S)

United Park City Mines Company
By Mark E. Smith
Its President

STATE OF UTAH)
:ss

COUNTY OF WASATCH)

On the 20 day of November, 1995, personally appeared before me LeeRoy Farrell, who being sworn, did state that he is the District Manager of the Jordanelle Special Service District, and acknowledged before me that he executed the foregoing on behalf of the Jordanelle Special Service District.



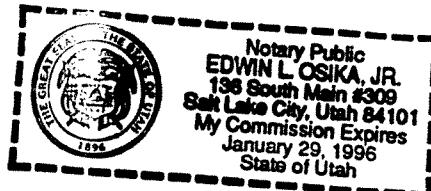
STATE OF UTAH)
:ss
COUNTY OF WASATCH)

Lee Roy Farrell
NOTARY PUBLIC

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Hank Rothwell The foregoing instrument was acknowledged before me this 16th day of
1995 by Hank Rothwell, who stated that he is the President of United
Park City Mines Company, a Delaware corporation, who executed the foregoing on behalf
of that corporation with proper authority.



Edwin L. Osika, Jr.
Notary Public

Residing at:

Salt Lake City, Utah

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ADDENDUM TO
JORDANELLE SPECIAL SERVICE DISTRICT
EASEMENT AGREEMENT

This ADDENDUM TO AGREEMENT AND GRANT OF EASEMENT is made this 16th day of November, 1995, by and between Jordanelle Special Service District and its successors and assigns, (hereinafter referred to as "Grantee") and the following individual(s) and/or property owners, (hereinafter referred to as "Grantor"):

United Park City Mines Company, A Delaware Corporation

This ADDENDUM TO AGREEMENT AND GRANT OF EASEMENT amends and modifies as expressly set forth herein the AGREEMENT AND GRANT OF EASEMENT entered into by the same parties on or about the _____ day of _____, 1995, and recorded at Book _____ Page _____, on the _____ day of _____, 1995, at the Wasatch County Recorder's Office.

The parties hereby amend and modify the Agreement and Grant of Easement as follows:

1. The Easement granted in the Agreement and Grant of Easement referred to above shall be non-exclusive and may be used by the property owners, their successors and assigns for other utilities and/or surface uses such as bicycle paths, horse trails, etc., as long as such other use does not interfere with the use for the construction, maintenance and operation of the sewer system lines as contemplated in the Agreement and Grant of Easement.

2. In the event the entire original width is found to be unnecessary, the 25 foot wide permanent easement granted in the Agreement and Grant of Easement may be amended to a narrower width by written agreement between the parties following completion of construction.

3. The Contractor selected to construct the sewer line across the easement granted in the Agreement and Grant of Easement shall be instructed to minimize the impact of construction on existing vegetation as much as possible. **00 1978 19 Bk00361 Pg00684**

4. The language in the Agreement and Grant of Easement contemplates surface use by the Property Owner as long as that surface use does not interfere with the construction, maintenance and operation of the sewer line. Permission to so use the surface of the easement for pavement, landscaping and other similar uses shall not be unreasonably withheld by Grantee.

5. Identical Agreements and Grants of Easement have been delivered to all Property Owners across whose land the sewer trunk line shall run. It expressly agreed by all Property Owners that each shall voluntarily sign the Agreement and Grant of Easement without additional

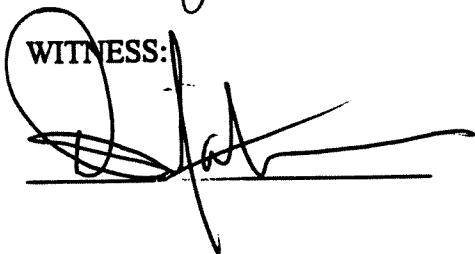
consideration. In the event that any one of the Property Owners refuses to voluntarily sign the Agreement and Grant of Easement, all Agreements that have been signed will be returned to the respective Grantors, and the District will proceed with condemnation against all Property Owners to acquire the necessary easements.

DATED this 16th day of November, 1995.

DISTRICT



WITNESS:



GRANTOR

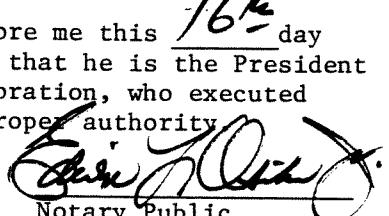
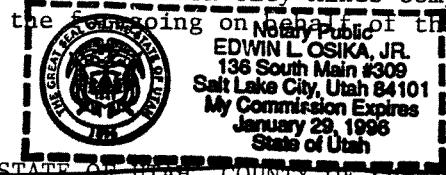
United Park City Mines Company
By Hank Rothwell
Its President

WITNESS:



STATE OF UTAH)
COUNTY OF SUMMIT)
:ss

The foregoing instrument was acknowledged before me this 16th day of November, 1995 by Hank Rothwell, who stated that he is the President of United Park City Mines Company, a Delaware corporation, who executed the foregoing on behalf of that corporation with proper authority.



Notary Public

Residing at: Salt Lake City, Utah

On the 16th day of November, 1995, before me personally came, Hank Rothwell to me known, who, being by me duly sworn, did depose and say that he is the President of United Park City Mines the corporation described in and which executed the foregoing instrument, and that he signed his name thereto with Authorization of the Board of Directors of said corporation.

Notary Public

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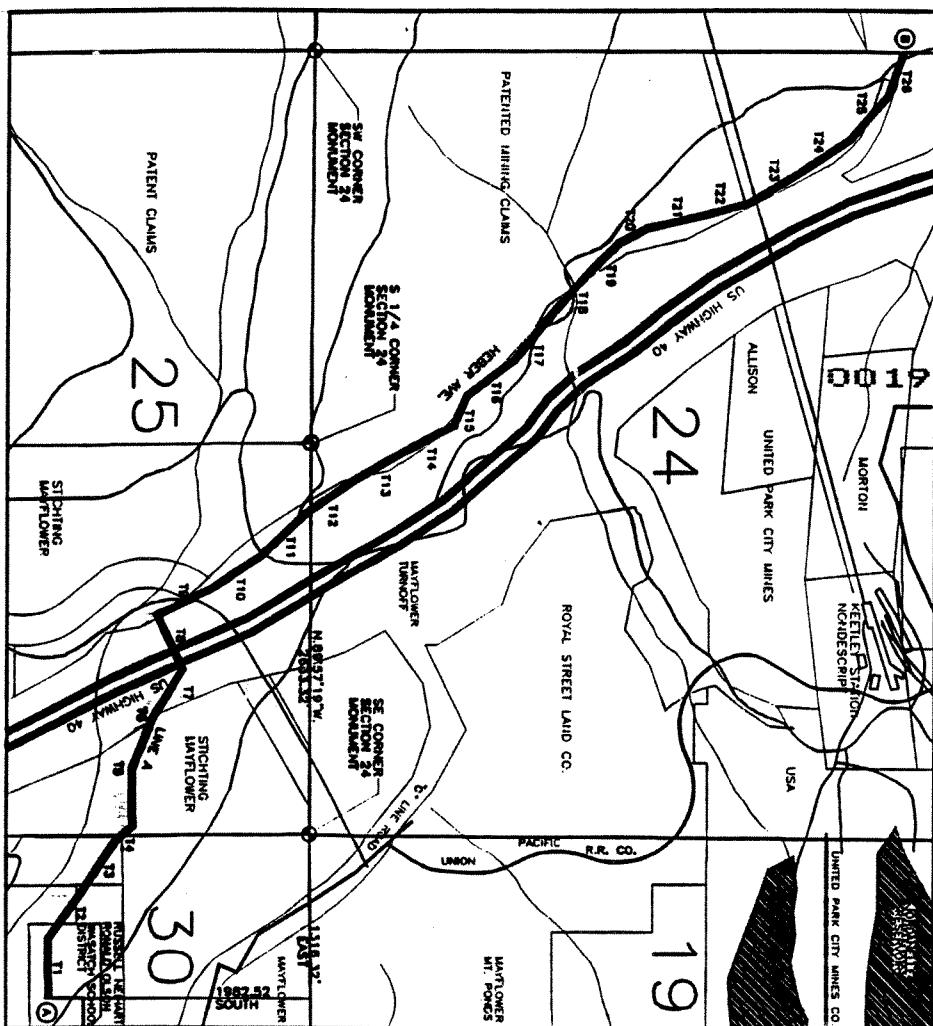
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JORDAN ELL

SANITARY SEWER SYSTEM

NEW JERSEY. - A TRACT OF LAND, SITUATED IN WATSON COUNTY BEING IN SECTION 24, TOWNSHIP 2 SOUTH, RANGE 4 EAST, AND THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 5 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: A 23 FOOT WIDE PERMANENT EASMENT 15 FEET ON THE RIGHT AND 10 FEET ON THE LEFT SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

SANITARY SEWER SYSTEM



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LAST.	ANGEN. MEANING	DISTANCE
71	8. 80° 31° 48° W.	400.00°
72	8. 92° 46° 00° W.	400.00°
73	8. 96° 49° 01° W.	400.00°
74	8. 97° 42° 01° W.	150.00°
75	8. 97° 17° 00° W.	400.00°
76	8. 89° 26° 57° W.	400.00°
77	8. 91° 42° 54° W.	150.00°
78	8. 65° 28° 00° W.	400.00°
79	8. 25° 48° 00° W.	400.00°
80	8. 33° 00° 00° W.	400.00°
81	8. 45° 20° 00° W.	400.00°
82	8. 44° 28° 00° W.	400.00°
83	8. 30° 00° 00° W.	400.00°
84	8. 27° 38° 00° W.	400.00°
85	8. 27° 00° 00° W.	200.00°
86	8. 37° 27° 00° W.	400.00
87	8. 50° 01° 00° W.	400.00
88	8. 49° 00° 00° W.	400.00
89	8. 47° 02° 00° W.	200.00
90	8. 28° 12° 00° W.	200.00
91	8. 15° 47° 00° W.	400.00
92	8. 15° 49° 00° W.	400.00
93	8. 30° 49° 00° W.	400.00
94	8. 32° 50° 00° W.	400.00
95	8. 49° 02° 00° W.	400.00°
96	8. 69° 44° 00° W.	300.00°

TEMPORARY CONSTRUCTION EASEMENT

STYLIC TO STYLIC
WOMEN REQUIRED
LWT - RECENT
PART

NOTE: WIDTH REQUIREMENTS SHOWN ABOVE ARE
MEASURED PERPENDICULARLY DISTANT FROM THE
CENTRE LINE OF THE PERPENDICULAR ELEMENT
DESCRIBED HEREIN.

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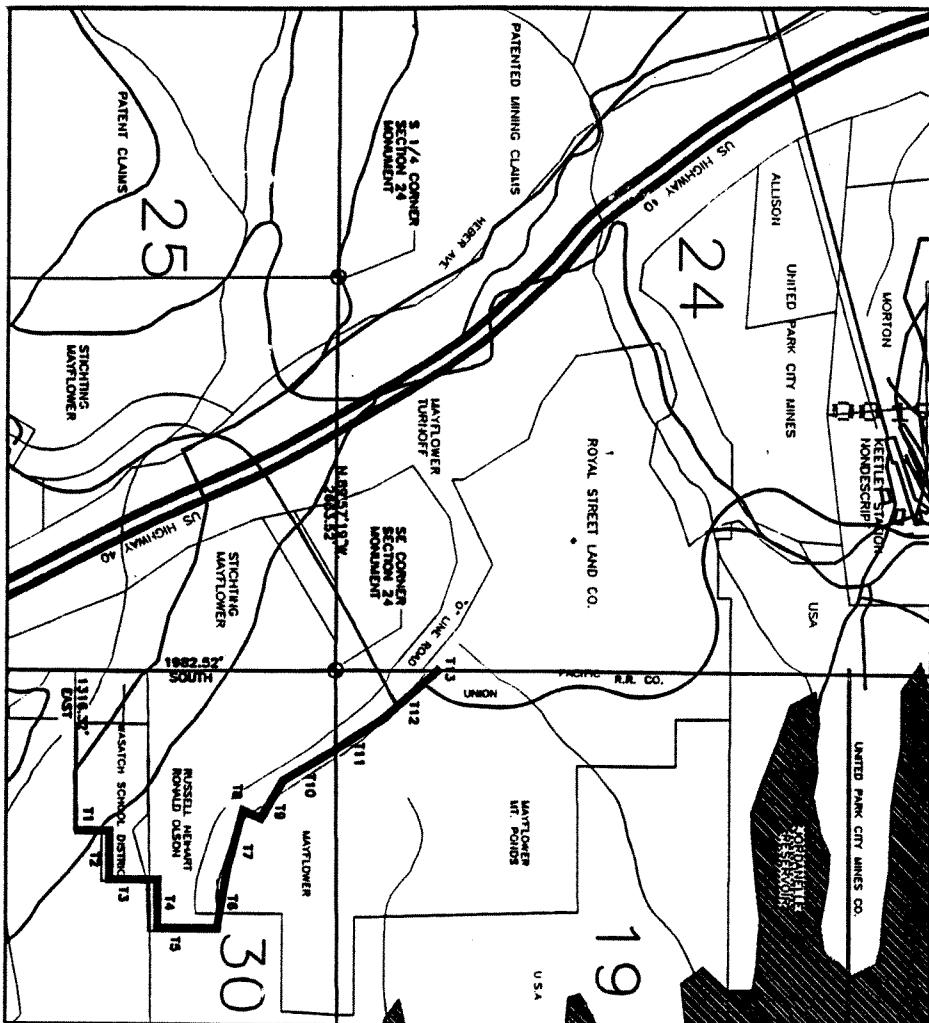
PHASE 1 - UPPER AREA LINE A

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MUSICA
ATTEN-
GUCE

**PHASE 1 - UPPER AREA
EASEMENTS**



JORDAN ELLE

**SPECIAL SERVICE DISTRICT
SANITARY SEWER SYSTEM**

MANAGEMENT PLAT

An Easement by Prescription

ALL-SQUARE-DEEDED PROPERTY, SITUATED IN WASATCH COUNTY BEING IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 4 EAST, AND THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 5 EAST, AND THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 5 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 182.52 FEET SOUTH AND 1316.32 FEET EAST OF THE SOUTHEAST CORNER MONUMENT OF SAW SECTION 24, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SAW POINT BEING ON A SEWER PIPELINE LEADING TO THE EASTING PUMP STATION; THENCE S. 89°57' E., 170.00 FEET; THENCE S. 89°57' E., 312.35 FEET; THENCE N. 07°36' 00" W. 330.00 FEET; THENCE N. 07°36' 00" W. 410.00 FEET; THENCE N. 74°44' 44" W. 410.00 FEET; THENCE N. 74°44' 44" W. 410.00 FEET; THENCE N. 31°40' E., 400.00 FEET; THENCE N. 31°40' E., 400.00 FEET; THENCE N. 50°57' 00" W. 400.00 FEET; THENCE N. 50°57' 00" W. 400.00 FEET.

LAD.	TANGENT	BEARING	DISTANCE
71	SL. 01° 05' 00"	W.	170.00'
72	SL. 07° 57' 00"	S.	352.50'
73	SL. 07° 35' 00"	S.	350.00'
74	SL. 06° 43' 00"	S.	352.00'
75	SL. 06° 50' 00"	S.	400.00'
76	SL. 06° 52' 00"	W.	410.00'
77	SL. 06° 55' 00"	W.	410.00'
78	SL. 25° 22' 00"	E.	150.00'
79	SL. 00° 31' 00"	E.	200.00'
80	SL. 37° 30' 00"	W.	400.00'
81	SL. 35° 00' 00"	W.	400.00'
82	SL. 41° 00' 00"	W.	400.00'
83	SL. 50° 15' 00"	W.	400.00'

TEMPORARY CONSTRUCTION EASEMENT

STUDY TO SYMBOL LEFT RIGHT
A TO C 25.0 FEET 20.0 FEET

NOTE: WIDTH REQUIREMENTS SHOWN ABOVE ARE
MEASURED PERPENDICULARLY DISTANT FROM THE
CENTRAL LINE OF THE PERMANENT EASEMENT
DESCRIBED HEREIN.

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