

Mt. Regional SSD
PO Box 982320
Park City, UT 84098

WHEN RECORDED RETURN TO:

Summit County Offices
60 North Main
P.O. Box 128
Coalville, Utah 84017

00565527 Bk01319 Pg00168-00171
ALAN SPRIGGS, SUMMIT CO RECORDER
2000 MAY 16 10:07 AM FEE \$.00 BY DMG
REQUEST: MOUNTAIN REGIONAL WATER SSD

WATER PIPELINE EASEMENT

Park West Associates, a Utah general partnership, whose address is 331 Rio Grande Street, Suite E, Salt Lake City, Utah 84101, Grantor, does hereby grant and convey to Mountain Regional Water Special Service District, Grantee, its successors and assigns, for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, a perpetual, non-exclusive right of way and easement thirty (30) feet in width to lay, install, maintain, operate, repair, inspect and protect a water pipeline (hereafter the "Water Pipeline"), at its sole cost and expense, over, under, through and across the following described land in Summit County, State of Utah (hereafter the "Easement Property"):

See property description in Exhibit "A" attached hereto and incorporated herein by reference

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, with the right of ingress and egress to and from said right of way and easement to lay, install, maintain, operate, repair, inspect and protect the same. During temporary periods, Grantee may use such portion of the land adjoining said Easement Property as may be reasonably necessary in connection with the laying, installation, maintenance, operation, repair, inspection and protection of the right of way, easement and water pipeline. The Grantor shall have the right to use the said premises except for the purposes for which this right of way and easement is granted to the said Grantee, provided such use does not interfere with the water pipeline or any other rights granted to the Grantee hereunder.

To the extent reasonably possible, all portions of the Water Pipeline shall be located underground; but the Grantor and Grantee acknowledge and agree that some components of the Water Pipeline such as hydrants and certain valves must be located above ground at various intervals for the Water Pipeline to function properly, and some of those items may be placed on the Easement Property as required by construction and engineering considerations as the Water Pipeline is designed and constructed.

All activities by the Grantee with respect to the right of way and easement granted herein shall be pursued diligently to completion and Grantee shall in all instances repair and restore the Easement Property and adjacent land together with any improvements and

personal property located thereon to as good or better condition as existed immediately prior to any construction or maintenance.

Grantee shall not permit any lien or claim of mechanics, laborers or materialmen to be filed against the Easement Property, or any part or parts thereof, for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by Grantee. Within thirty (30) days after the date of the filing or recording of any such lien, Grantee shall cause the same to be paid and discharged of record, or, if Grantee contests the amount allegedly due or the right of the lienor to make its lien claim, Grantee shall cause a bond for at least 150% of the amount of the disputed lien claim to be issued in favor of Grantor to protect Grantor from any damage resulting from the lien during the entire time of any proceeding in which Grantee contests the lien.

Grantee shall have a right of ingress and egress to and from the Easement Property across those portions of the real property owned by Grantor that are contiguous to the Easement Property and which are reasonably required to gain access to the Easement Property. Provided, however, Grantor reserves the right to construct improvements on any and all such property at its sole discretion and without the consent of Grantee so long as Grantee has reasonable access to the Easement Property in order to use the right of way and easement in accordance with the provisions hereof.

Grantor reserves unto itself forever, the right to cross over or under said Easement Property, to place or grant other easements along or across said Easement Property so long as such other uses do not prevent Grantee's use of the Easement Property for the limited purposes herein granted.

The Grantor shall not build or construct nor permit to be built or constructed any building or other improvement over or across said right of way and easement nor change the contour thereof without written consent of the Grantee. This restriction does not prohibit the installation of normal pavement, curb and gutter, curb cuts, driveways and grass and other types of ground cover on the surface of the Easement Property as part of the future improvement of Grantor's land.

Grantee acknowledges that Grantor has no obligations with respect to the operation or maintenance of the Water Pipeline, and Grantee waives all claims against Grantor with respect thereto except for any claims arising from or relating to the acts or omissions of the Grantor or its officers, directors, owners, agents, representatives, affiliates, partners, associates and employees.

This right of way and easement grant shall be binding upon and inure to the benefit of the successors and assigns of the Grantor and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

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The term "Grantor" as used herein shall mean only the owner or owners of the fee title to the Easement Property at the time in question and in the event of any transfer of such title or interest, the Grantor herein named (and in case of any subsequent transfers, the then Grantor) shall be relieved from and after the date of such transfer of all liability as respects Grantor's obligations, if any, thereafter to be performed. The obligations contained in this Water Pipeline Easement to be performed by Grantor, shall, subject as

THE COLONY-FROSTWOOD

WATERLINE EASEMENT

Revised May 11, 2000

A 30.00 foot wide waterline easement lying 15.00 feet each side of the centerline more particularly described as follows:

Beginning at a point which is North 00°00'55" East along the Section Line 2110.07 feet from the Southwest Corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being North 00°00'55" East 2639.29 feet between said Southwest Corner and the West Quarter Corner of said Section 31); and running thence North 29°17'47" West 95.79 feet; thence North 37°15'34" West 192.11 feet; thence North 02°16'46" East 98.12 feet; thence North 44°02'18" East 274.10 feet to a point of curvature of a 264.50 foot radius curve to the left, the center of which bears North 45°57'42" West; thence Northeasterly along the arc of said curve 203.30 feet through a central angle of 44°02'18"; thence North 197.00 feet to a point of curvature of a 285.50 foot radius curve to the right, the center of which bears East; thence Northeasterly along the arc of said curve 178.09 feet through a central angle of 35°44'22"; thence North 35°44'22" East 61.88 feet to a point of curvature of a 314.50 foot radius curve to the left, the center of which bears North 54°15'38" West; thence Northeasterly along the arc of said curve 124.61 feet through a central angle of 22°42'08"; thence North 13°02'14" East 350.21 feet to a point of curvature of a 185.50 foot radius curve to the right, the center of which bears South 76°57'46" East; thence Northeasterly along the arc of said curve 93.70 feet through a central angle of 28°56'30"; thence North 41°58'44" East 39.15 feet; thence North 00°00'03" West 32.71 feet; thence North 44°59'57" East 6.29 feet to the point of terminus.

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JJCo # 311.039-6

May 12 '00 12:02 P.02

Fax: 43566491620

JackJohnsonCo.