

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)**

*Westgat Resorts LTD* , a(n) *Corporation* , 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 as follows:

BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF CANYONS RESORT DRIVE SAID POINT BEING LOCATED WEST 1345.069 FEET AND NORTH 461.183 FEET FROM THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, RUNNING THENCE S52°20'34"W 14.778 FEET; THENCE N37°39'26"W 20.000 FEET; THENCE N52°20'34"E 14.778 FEET TO A POINT ON A 224.000 FOOT RADIUS NON TANGENT CURVE TO THE LEFT THE CHORD OF WHICH BEARS S37°39'26"E 20.000 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 05°07'03" A DISTANCE OF 20.007 FEET TO THE POINT OF BEGINNING. CONTAINS 356.4 SQUARE FEET.

(BASIS OF BEARING BEING N00°00'55"E BETWEEN THE SOUTHWEST CORNER OF SECTION 31 AND THE WEST QUARTER CORNER OF SECTION 31)

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 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 construct any improvement which would interfere with the operation,

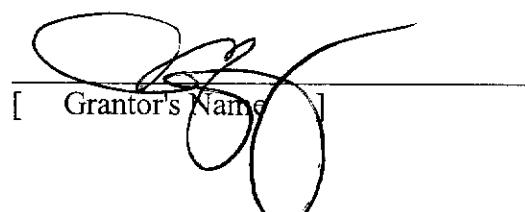
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ALAN SPRIGGS, SUMMIT CO RECORDER  
2003 AUG 20 10:21 AM FEE \$.00 BY DMG  
REQUEST: SNYDERVILLE BASIN SID

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.

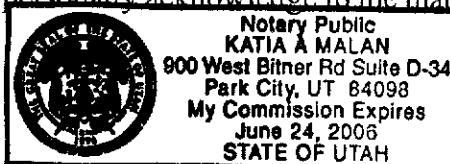
WITNESS the hand of said Grantor this 17 day of August, 2003.



[ Grantor's Name ]

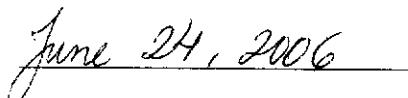
STATE OF UTAH )  
COUNTY OF SUMMIT )

On the 17th day of August, 2003, personally appeared before me Katia A. Malan the signor of the foregoing instrument, who did personally acknowledge to me that the foregoing easement was executed by the Grantor.



Katia A. Malan  
NOTARY PUBLIC  
RESIDING AT:

My Commission Expires:



June 24, 2006

BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF CANYONS RESORT DRIVE SAID POINT BEING LOCATED WEST 1345.069 FEET AND NORTH 461.183 FEET FROM THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, RUNNING THENCE S52°20'34"W 14.778 FEET; THENCE N37°39'26"W 20.000 FEET; THENCE N52°20'34"E 14.778 FEET TO A POINT ON A 224.000 FOOT RADIUS NON TANGENT CURVE TO THE LEFT THE CHORD OF WHICH BEARS S37°39'26"E 20.000 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 05°07'03" A DISTANCE OF 20.007 FEET TO THE POINT OF BEGINNING. CONTAINS 356.4 SQUARE FEET.

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SCALE: 1"=10'

