

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

00680402 Bk01583 Pg00373-00375

ALAN SPRIGGS, SUMMIT CO RECORDER  
2003 NOV 17 15:57 PM FEE \$1.00 BY DMG  
REQUEST: SNYDERVILLE BASIN SID

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

NEWPARK CORPORATION, a UTAH 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 below as follows

A 20.00 foot wide sanitary sewer easement lying 10.00 feet all around and each side parallel and perpendicular to the following described centerline:

Beginning at the center of an existing sanitary sewer manhole located within the right-of-way of Highland Drive, a Public Road, in accordance with official plat of NEWPARK, Master Development Parcel Plat, recorded in the Office of the Summit County Recorder, Coalville, Utah, as Entry No. 654674, on April 14, 2003, said manhole being South 89°47'32" East along the Section Line 3076.63 feet and South 953.86 feet from the Northwest Corner of Section 19, Township 1 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being South 00°01'00" East 2662.16 feet between said Northwest Corner and the West Quarter Corner of said Section 19); and running thence South 44°09'48" East 199.96 feet; thence South 45°00'00" West 125.29 feet; thence South 45°00'00" East 244.50 feet; thence South 36.36 feet; thence South 45°00'00" West 98.80 feet more or less to the point of terminus.

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 judgement 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, 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,

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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 11th day of November 2003.

NEWPARK CORPORATION, a Utah corporation,

*Marc Wangsgard*  
By Marc Wangsgard, Co-President

STATE OF UTAH

COUNTY OF SUMMIT

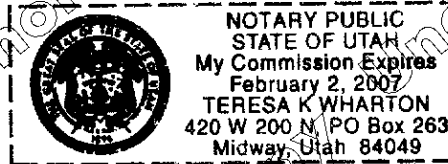
On the 11th day of November, 2003, personally appeared before me, Marc Wangsgard, Co-President of NEWPARK CORPORATION, a Utah corporation, the signor of the foregoing instrument, who did personally acknowledge to me that the foregoing easement was executed by the Grantor.

NOTARY PUBLIC  
RESIDING AT:

*Teresa K. Wharton*  
*Summit County*

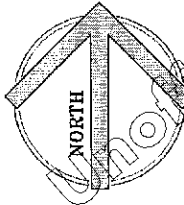
My Commission Expires:

*2/2/2007*



FORM/EASEMENT

7-17-01



PARCEL T

*UTE BLVD.  
A Public Road*

*HIGHLAND DRIVE  
A Public Road*

COMMON  
PARCEL I

P.O.B.

PARCEL Q

*NEW MAIN  
A Private Road*

PARCEL S

Phase 2A  
20' SANITARY  
SEWER EASEMENT

PARCEL F

PARCEL V

*HIGHLAND DRIVE  
A Public Road*

PARCEL W

20' Temporary  
Access Easement

*NEWPARK BLVD.  
A Private Road*

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**JACK JOHNSON COMPANY**  
Designing World Destinations

PHASE 2A SANITARY SEWER  
EASEMENT EXHIBIT  
**NEWPARK**

SUMMIT COUNTY, UTAH

JJCo.#723.0103.00  
11-10-03/REC