

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

00734649 BK01696 PG01190-01192

ALAN SPRIGGS, SUMMIT CO RECORDER
2005 MAY 02 10:40 AM FEE \$1.00 BY GGB
REQUEST: SNYDERVILLE BASIN SIG

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

TOLL CREEK, L.C., Grantor and owner of Lot SS-8-A-2, Summit County, Utah, as platted, 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:

Commencing at a point on the southerly right-of-way line of Homestead Road, as recorded in the Summit County Recorder's Office as the Jeremy Ranch Plat 3, said point is also the point of curve of a 385.00 foot radius curve to the left, center bears North 17° 55' 20" East, and said point lies South 89° 47' 18" West, along the section line 50.33 feet and South 159.54 feet from the Southwest corner of Section 1, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and running thence easterly 181.91 feet, along said arc and said southerly right-of-way line through a central angle of 27° 04' 19"; thence South 09° 08' 59" East, along a line radial to said curve 171.17 feet; thence South 88° 33' 50" West 145.48 feet; thence South 57° 22' 52" West 64.31 feet; thence North 28° 05' 55" West 20.94 feet to the TRUE POINT OF BEGINNING; thence North 28° 05' 55" West 19.27 feet; thence North 62° 04' 34" East 20.00 feet; thence South 28° 05' 55" East 24.62 feet; thence South 77° 16' 53" West 20.74 feet to the TRUE POINT OF BEGINNING. Containing 440 square feet, more or less.

See EASEMENT EXHIBIT A attached.

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, 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

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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 25 day of April, 2005.

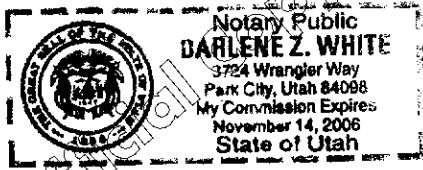
Ebbie Sanich
[Grantor's Name]
for Toll back LLC

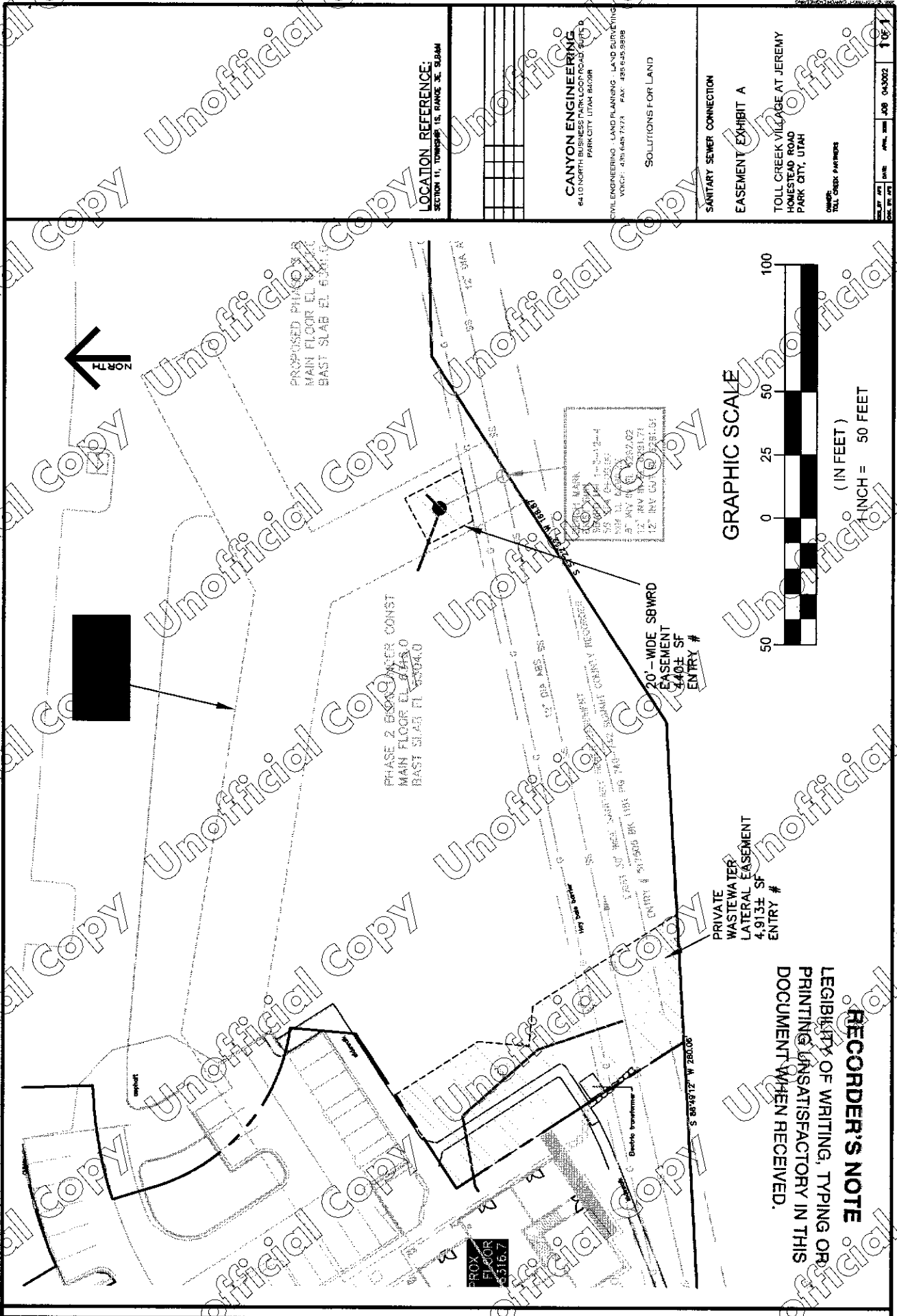
STATE OF UTAH)
COUNTY OF SUMMIT)

On the 25 day of April, 2005, personally appeared before me Rebba Sanchez the signor of the foregoing instrument, who did personally acknowledge to me that the foregoing easement was executed by the Grantor.

Darlene Z White
NOTARY PUBLIC
RESIDING AT: Summit County

My Commission Expires:
11-14-06





LOCATION REFERENCE:
SECTION 11, TOWNSHIP 15, RANGE 3E, SJ34M

CANYON ENGINEERING
6410 NORTH BUSINESS PARK ROAD, SUITE 200
PARK CITY, UTAH 84302
PHONE: 435-648-7474 FAX: 435-648-9888
CIVIL ENGINEERING - LAND PLANNING - LAND SURVEYING
SOLUTIONS FOR LAND

SANITARY SEWER CONNECTION
EASEMENT EXHIBIT A
TOLL CREEK VILLAGE AT JEREMY
HOMESTEAD ROAD
PARK CITY, UTAH
OWNER: TOLL CREEK PARTNERS



RECORDER'S NOTE
LEGIBILITY OF WRITING, TYPING OR
PRINTING UNSATISFACTORY IN THIS
DOCUMENT WHEN RECEIVED.