

*Vintage on the
Strand*

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

00751543 BK01735 Pg01495-01498

ALAN SPRIGGS, SUMMIT CO RECORDER
2005 SEP 21 11:23 AM FEE \$1.00 BY GGB
SNEYDVILLE BASIN STD

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

Sugarbowl Developers, a(n) *Utah LLC*, 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:

A 20 foot wide easement centered on the following center line description beginning at a point S89°59'41"E 283.13 feet along the Section Line and North 28.65 feet from the South Quarter Corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; and running thence N02°24'41"E 47.63 feet to the point of tangency of a 143.50 foot radius curve to the left; thence along said curve 19.67 feet (chord bears N01°30'59"W 19.66 feet, center bears N87°35'19"W, included angle 7°51'19") to the point of tangency; thence N05°26'38"W 102.14 feet to the point of tangency of a 143.50 radius curve to the left; thence along said curve 23.16 feet (chord bears N10°04'03"W 23.14 feet, center bears S84°33'22"W, included angle 9°14'51") to the point of tangency; thence N14°41'29"W 21.59 feet to the point of tangency of a 156.50 radius curve to the right; thence along said curve 31.61 feet (chord bears N08°54'19"W 31.55 feet, center bears N75°18'31"E, included angle 11°34'20") to the point of tangency; thence N03°07'09"W 102.05 feet to the point of tangency of a 93.50 radius curve to the left; thence along said curve 21.94 feet (chord bears N09°50'35"W 21.89 feet, center bears S86°52'51"W, included angle 13°26'51") to the point of tangency; thence N16°34'00"W 74.30 feet to the point of tangency of a 306.50 radius curve to the left; thence along said curve 18.23 feet (chord bears N14°51'48"W 18.22 feet, center bears N73°26'00"E, included angle 3°24'25") to the point of tangency; thence N13°09'35"W 86.91 feet to the point of tangency of a 106.50 radius curve to the right; thence along said curve 22.07 feet (chord bears N07°13'19"W 22.03 feet, center bears N76°50'25"E, included angle 11°52'32") to the point of continuing curvature of a 306.50 radius curve to the right; thence along said curve 133.99 feet (chord bears N11°14'23"E 132.92 feet, center bears N88°42'57"E, included angle 25°02'51") to the point of reverse curvature of a 228.50 foot radius curve to the left; thence along said curve 56.13 feet (chord bears N16°43'35"E 55.99 feet, center bears N66°14'12"W, included angle 14°04'26") to the point of reverse curvature of a 306.50 foot radius curve to the right; thence along said curve 104.74 feet (chord bears N19°28'45"E 104.23 feet, center bears S80°18'38"E, included angle 19°34'45").

Together with

BK1735 PG1495

HP

A 20 foot wide easement centered on the following center line description beginning at a point S89°59'41"E 388.12 feet along the Section Line and North 835.78 feet from the South Quarter Corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; and running thence N70°48'44"W 105.67 feet; thence N71°22'59"W 158.64 feet.

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 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.

Also granting to the Snyderville Basin Water Reclamation District a perpetual right of ingress and egress to the above described permanent easement over, across, and through the premises of the Grantor situated in Summit County, Utah which are more specifically described as follows:

Being a 44 foot wide easement centered on the following center line description beginning at a point S89°59'41"E 278.24 feet along the Section Line and North 162.79 feet from the South Quarter Corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; and running thence N84°33'22"E 66.50 feet.

Together with

A 20 foot wide easement centered on the following center line description beginning at a point S89°59'41"E 257.15 feet along the Section Line and North 334.29 feet from the South Quarter Corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; and running thence S83°34'33"W 208.84 feet.

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 16 day of September, 2005.

Ronald Fussin
for Sugarbowl Developers, LLC
[Grantor's Name]

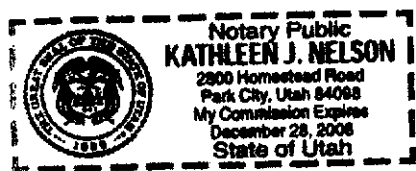
STATE OF UTAH)
COUNTY OF SUMMIT)

On the 16 day of September, 2005, personally appeared before me Ronald Fussin the signor of the foregoing instrument, who did personally acknowledge to me that the foregoing easement was executed by the Grantor.

December 28, 2008
My Commission Expires

NOTARY PUBLIC
RESIDING AT:

Kathleen J. Nelson

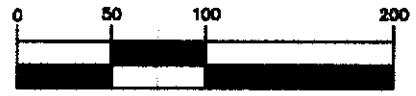


VINTAGE ON THE STRAND SUBDIVISION
SEWER EASMENTS AND ACCESS EASEMENTS
8/5/05
REVISED: 9/15/05

20' SEWER EASEMENT



GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

20' SEWER EASEMENT

20' SEWER
ACCESS EASEMENT

44' SEWER
ACCESS EASEMENT

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