

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

00787376 Bk01810 Pg01478-01480

ALAN SPRIGGS, SUMMIT CO RECORDER  
2006 AUG 17 10:12 AM FEE \$.00 BY GGB  
REQUEST: SNYDERVILLE BASIN SID

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

The Jeremy Golf and Country Club, Inc, 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 as follows:

**Easement #3**

An easement being 10.0 feet on both sides of the following described centerline;

Beginning at a point which lies North a distance of 1687.38 feet and West a distance of 1277.91 feet from the Southeast corner of Section 2, Township 1 South, Range 3 East, Salt Lake Base & Meridian, Summit County, Utah, (Basis of bearing being South 89°47' West between the Southeast and the Southwest corners of said Section 2); said point of beginning being on the boundary of the Jeremy Point Phase 3 Plat, on file and of record in the office of the Summit County Recorder; said point also being on a 60.00 foot radius curve to the left, center bears North 68°36'16" West; thence leaving said point of beginning and along the arc of said curve through a central angle of 11°47'19", a distance of 12.35 feet; thence North 09°36'25" East a distance of 158.52 feet to the point of terminus. Said point of terminus being on the southerly right-of-way line of Homestead Road.

Within the following Tax-ID: JR-3-OA-1

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 02 day of August, 2006.

The Jeremy Golf and Country Club, Inc., a  
Utah Corporation

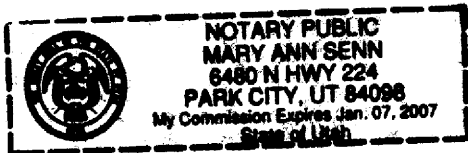
Its: President

By: Larry Egan  
Larry Egan

STATE OF UTAH )  
COUNTY OF SUMMIT )

On the 02 day of August, 2006, personally appeared  
before me Larry Egan the signor of the foregoing instrument, who did  
personally acknowledge to me that the foregoing easement was executed by the Grantor.

01/07/2007  
My Commission Expires



NOTARY PUBLIC  
RESIDING AT: Sandy UT

Mary Ann Senn

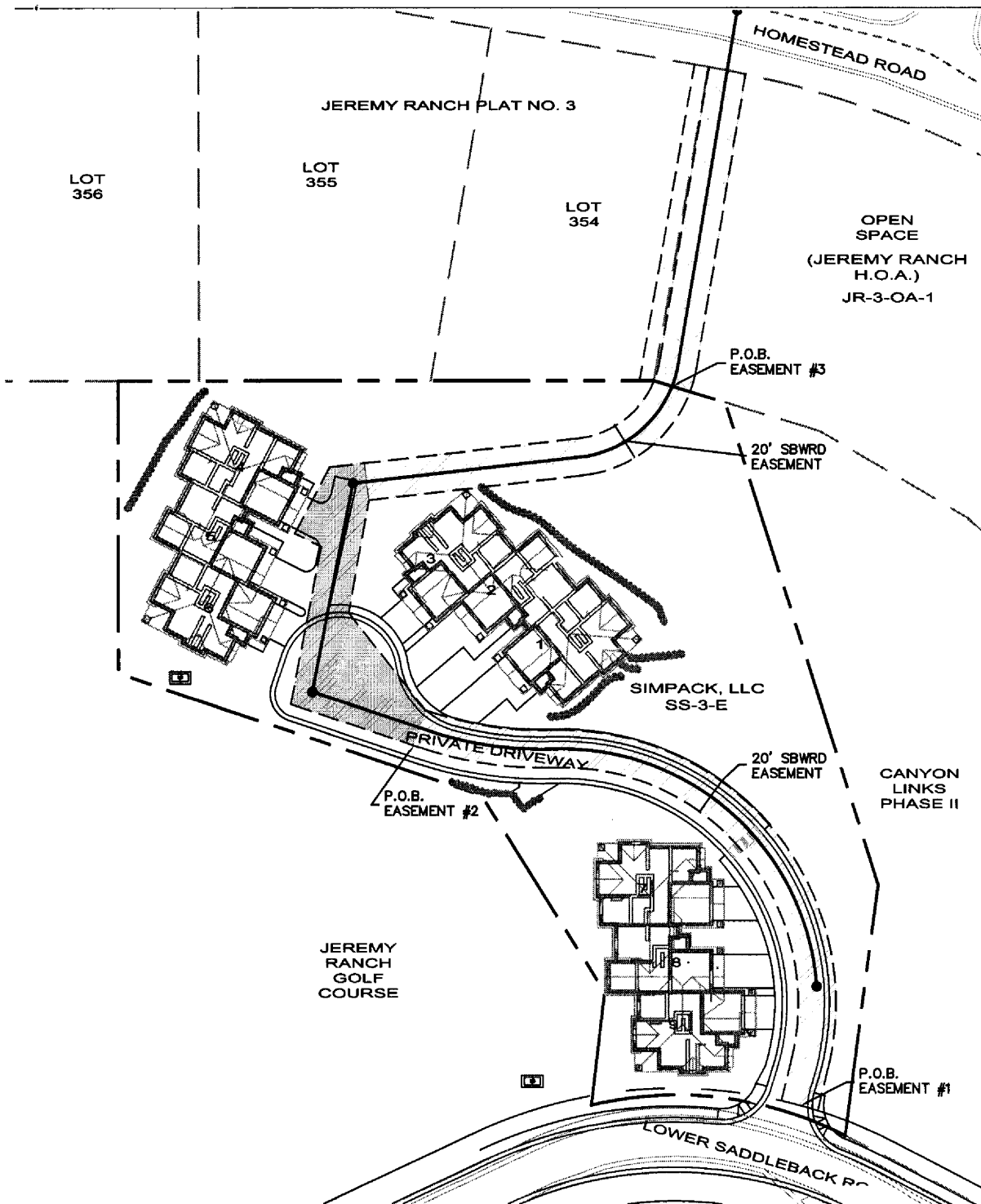
path: C:\01\_MDS\01\_Eng\104 Jeremy Point\04\_Design\CD's\  
file name: JP-SBWRD EASEMENT.dwg | plot date: July 13, 2006 | plotted by: KMulholland



NORTH  
NTS

## SBWRD EASEMENT EXHIBIT

DATE: JULY 13, 2006



P.O. BOX 980144  
PARK CITY, UTAH 84098-0144

MTN. BUILDERS  
JEREMY POINT CONDOMINIUMS



**MULHOLLAND**  
DEVELOPMENT SOLUTIONS

MAIL: P.O. BOX 680925, PARK CITY, UTAH 84068  
VOICE: 435.901.2940 - cell, 435.615.6550 - office, 435.615.6546 - fax

IN PERSON: 2041 SIDEWINDER DR. SUITE 1, PARK CITY, UTAH 84060

kristian@mulholland-development.com

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