

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

**ENTRY NO. 00882638**

09/17/2009 10:18:54 AM B: 2002 P: 0644

Easements PAGE 1/3

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE 0.00 BY SNYDERVILLE BASIN SID



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

Boyer Snyderville Junction, L.C., a(n) Utah Limited Liability Company , Grantor, does hereby convey and warrant to the Snyderville Basin Water Reclamation District, a local 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 non-exclusive easement and right-of-way for the purpose of constructing, operating and maintaining one or more underground pipelines and appurtenances 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: *KJS-1*

Beginning at a point being South 00°01'25" East 1611.80 feet along the Section Line and East 115.40 feet from the Northwest Corner of said Section 19, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running:

thence South 89°55'59" East 473.82 feet;

thence South 61°31'03" East 99.40 feet;

thence South 00°04'01" West 162.64 feet to the Northerly Right-of-Way Line of Olympic Park Road;

thence North 89°46'02" West 40.00 feet along said Northerly Right-of-Way Line;

thence North 00°04'01" East 156.88 feet;

thence North 61°31'03" West 48.22feet;

thence North 89°55'59" West 478.83 feet;

thence North 00°04'01" East 30.00 feet to the point of beginning.

Contains 22,452 Square Feet or 0.515 Acres

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 and appurtenances 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 allow or construct any surface or underground 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 underground or surface improvement, trees or structures will be constructed under or over the

surface of the easement granted herein, without the express written consent in advance of the Grantee, which would interfere with the exercise of the rights 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 is 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 10<sup>th</sup> day of September, 2009.

Boyer Snyderville Junction, L.C.

By: [Signature]

Name: Jacob L. Boyer

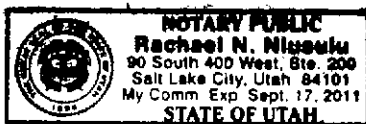
Title: Manager

STATE OF UTAH )  
COUNTY OF ~~SUMMIT~~ Salt Lake )

On the 10<sup>th</sup> day of September, 2009, personally appeared before me Jacob L. Boyer the signor of the foregoing instrument, who did personally acknowledge to me that the foregoing easement was executed by the Grantor.

9-17-11  
My Commission Expires

NOTARY PUBLIC  
RESIDING AT: Salt Lake City

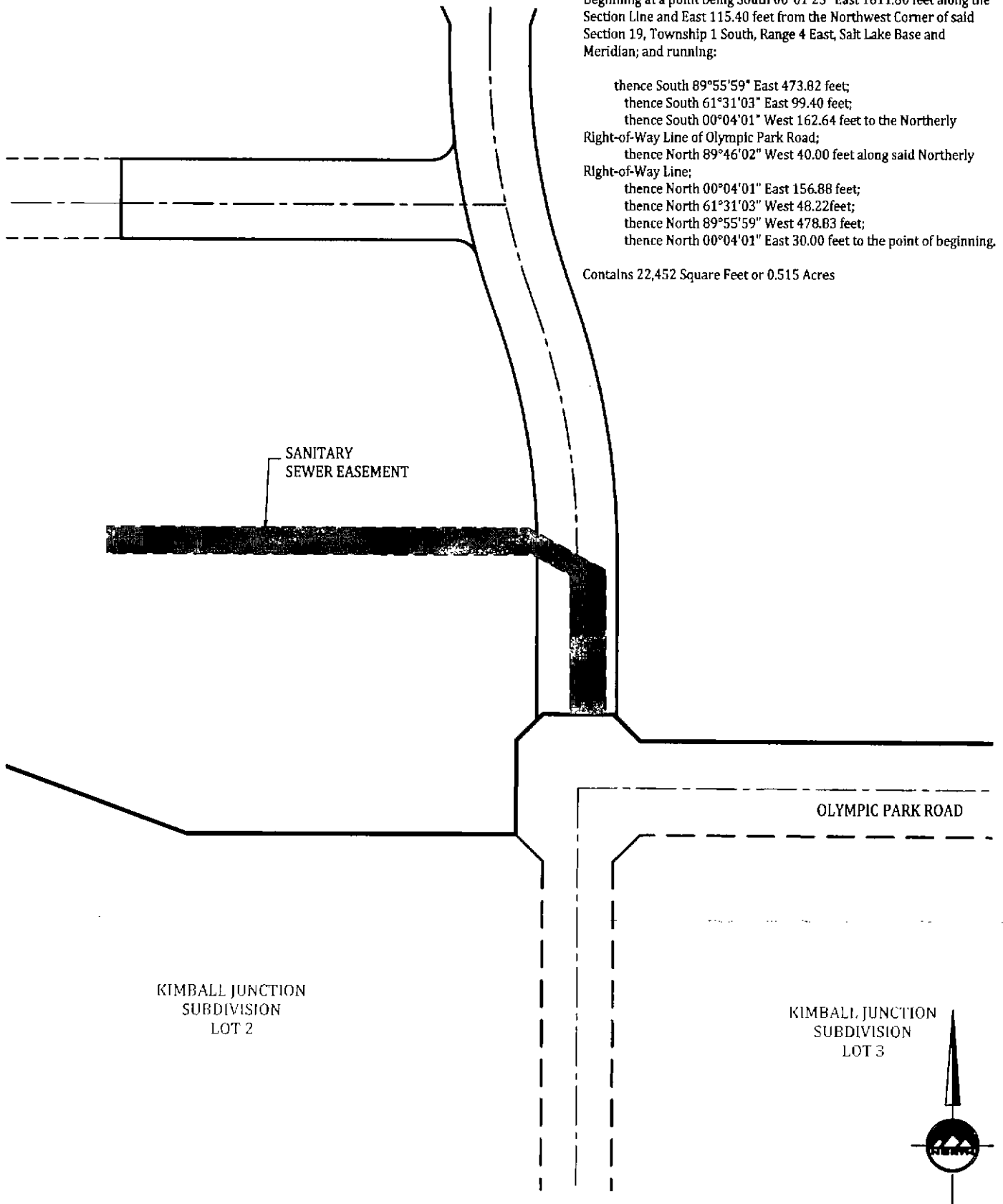


[Signature]

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<p>PROJECT # DATE 4252C 9/3/09</p> <p><b>EX 1.0</b></p> <p>FILE: sewer easement.ph1</p>	<p><b>SUMMIT RESEARCH PARK</b></p> <p>KIMBALL JUNCTION SUMMIT COUNTY, UTAH</p> <p><b>SANITARY SEWER EASEMENT EXHIBIT</b></p>	<p>FOR: BOYER SNYDERVILLE JUNCTION LC SALT LAKE CITY, UTAH</p>	<p>90 E. Fort Union Blvd Suite 100 Midvale, UT 84047 Phone: 801.255.0529 Fax: 801.255.4449 <a href="http://www.ensign.com">www.ensign.com</a></p> 
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