

ENTRY NO. 00920301

04/06/2011 09:21:32 AM B: 2076 P: 0289

Easements PAGE 1/3

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

T FEE 0.00 BY SNYDERVILLE BASIN WATER RECLAMATION DISTRICT



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

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

The Jeremy Golf and Country Club, Inc., a Utah non-profit corporation, 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:

An easement located in the southeast quarter of the northwest quarter of Section 2, Township 1 South, Range 3 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point that is South 89°47'18" West 2762.82 feet and North 2826.69 feet from the southeast corner of Section 2, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said point also being on the northerly boundary of The Jeremy Ranch, Plat No. 3, recorded December 10, 1984 as Entry No. 228081 in the office of the recorder, Summit County, Utah; and running thence along the northerly boundary of The Jeremy Ranch, Plat No. 3 the following (2) two courses: 1) North 83°20'25" West 10.72 feet; thence 2) South 74°08'30" West 15.07 feet; thence North 15°30'22" West 79.63 feet; thence South 86°59'34" West 374.52 feet; thence South 45°00'00" West 16.95 feet; thence West 29.20 feet; thence North 41°36'00" East 36.73 feet; thence North 48°24'00" West 33.38 feet; thence South 84°40'50" East 102.06 feet; thence North 86°59'34" East 333.33 feet; thence South 15°30'22" East 103.65 feet to the point of beginning.

The basis of bearing for the above description is South 89°47'18" West between the southwest corner and the southeast corner of Section 2, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

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 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 Grantees 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 4th day of April, 2011.

THE JEREMY GOLF AND COUNTRY CLUB, INC.

By: Lidia D'Uuccio

Name: Lidia D'Uuccio

Title: President

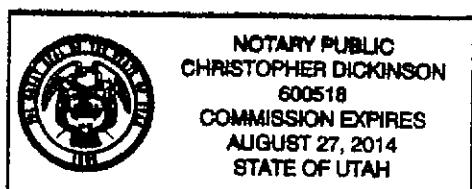
STATE OF UTAH)
COUNTY OF SUMMIT)

On the 4 day of APRIL, 2011, personally appeared before
me Lidia D'Uuccio the signor of the foregoing instrument, who did personally
acknowledge to me that the foregoing easement was executed by the Grantor.

Christopher Dickinson
NOTARY PUBLIC
RESIDING AT: PARK CITY, UT

My Commission Expires:

8/27/2014



GRANT OF EASEMENT
RECORDED: January 13, 1984
ENTRY NO. 215559
BOOK: 287, PAGE: 292

**SANITARY SEWER
EASEMENT**

JEREMY RANCH GOLF COURSE

LOT 361 JEREMY RANCH PLAT NO. 3

LOT 362

LOT 363

JEREMY RANCH PLAT NO. 2
LOT 289
LOT 290

