

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

ALAN SPRIGGS, SUMMIT CO RECORDER
2004 JAN 20 14:07 PM FEE \$1.00 BY GGB
REQUEST: SNYDERVILLE BASIN SID

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

Ironwood Partners of Utah, a Utah limited liability company, ("Grantor"), does hereby grant and convey to the Snyderville Basin Water Reclamation District, a special District of the State of Utah, ("Grantee"), of Summit County, Utah, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, a permanent nonexclusive 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 Grantee in the exclusive discretion of the Grantee, subject to applicable Utah law and regulations, over, across, through and under the real property of Grantor situated in Summit County, Utah ("Easement Property"), a visual depiction of which is attached hereto as Exhibit "A", and which is legally described as follows:

**IRONWOOD AT DEER VALLEY
SANITARY SEWER EASEMENT A**

A 20 foot wide easement being 10 feet each side of the following described centerline:

Beginning at a point that is South 00°30'49" East 891.30 feet along the Section line and East 1026.93 feet from the northwest corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being on the Marsac Avenue Right-of-Way according to the official plat thereof, on file and of record in the office of the recorder, Summit County, Utah; and running thence South 03°12'03" East 4.46 feet to a point on a curve to the right having a radius of 75.00 feet, of which the radius point bears South 86°47'57" West; thence along the arc of said curve 21.19 feet through a central angle of 16°11'26"; thence South 12°59'23" West 68.23 feet; thence South 77°00'37" East 161.00 feet; thence South 12°59'23" West 128.50 feet; thence South 69°10'59" West 61.64 feet; thence North 59°09'47" West 105.66 feet and terminating.

**IRONWOOD AT DEER VALLEY
SANITARY SEWER EASEMENT B**

Beginning at a point that is South 00°30'49" East 886.32 feet along the Section line and East 1118.55 feet from the northwest corner of Section

28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being on the Marsac Avenue Right-of-Way according to the official plat thereof, on file and of record in the office of the recorder, Summit County, Utah, and on a curve to the right having a radius of 1133.33 feet of which the radius point bears South 00°43'24" West; and running thence along the Marsac Avenue right-of-way 20.00 feet through a central angle of 01°00'40"; thence South 01°13'44" West 10.00 feet; thence North 88°46'16" West 20.00 feet; thence North 01°13'44" East 10.00 feet to the point of beginning.

Also granting to Grantee (1) a perpetual nonexclusive right-of-way for ingress and egress by vehicular and pedestrian traffic to and from and along the Easement Property for the purposes of operating, maintaining, repairing, replacing, augmenting and/or removing the pipelines deemed necessary by Grantee for the collection and transportation of wastewater; and (2) the right to trim, clear or remove at any time from the Easement Property any obstruction of any character whatsoever which in the sole judgment of Grantee may endanger the safety of or interfere with the operation of Grantee's facilities. Grantee shall immediately restore the street to the condition it was in prior to the construction, operation, or maintenance of, or access to, the sewer pipeline provide for in this easement.

Except for certain other utility facilities and roadway improvements that Grantor may determine necessary in connection with the maintenance, repair and replacement of the Easement Property, 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. Furthermore, Grantor covenants and agrees that it will not construct or permit any improvement, tree or structure over the surface of the Easement Property that would interfere with the right of Grantee to operate, maintain, repair or replace the sewer pipeline construction by or for Grantee, without the express written consent in advance of Grantee, which consent shall not be unreasonably withheld.

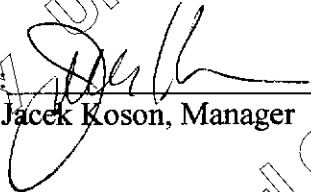
The easement granted herein is subject to the condition that the Grantee shall indemnify and hold harmless, the Grantor, its heirs and successors and assigns against any and all liability caused by the acts of the Grantee, its contractors or agents, during the construction, operation or maintenance of, or access to, the sewer pipeline provided for in this easement. Grantor's right to indemnification or to be held harmless by Grantee under the terms of this paragraph are expressly conditioned upon prompt and immediate notice to Grantee of any claim or demand which would cause a claim against the Grantee and upon Grantee's right to defend any claim against Grantor which would cause a claim of indemnification against 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.

Grantor reserves unto itself and its successor and assigns forever, the right to cross over, through or under the Easement Property, to place or grant other easements

along, across, or under the Easement Property, so long as such other uses do not unreasonably interfere with Grantee's use of the Easement Property for the purposes herein granted. Nothing contained in this easement shall be deemed to be a gift or a dedication of any portion of the Easement Property to or for the general public or for any public purpose whatsoever, it being the intent of the parties that this easement be strictly limited to and for the property, facilities and use of the Grantee.

WITNESS the hand of said Grantor this 13 day of JAN., 2004.

IRONWOOD PARTNERS OF UTAH
a Utah limited liability company

By: 
Jacek Koson, Manager

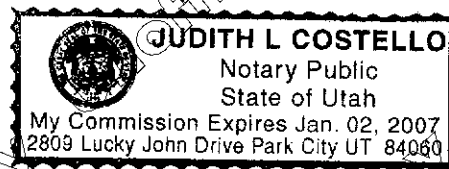
STATE OF UTAH
COUNTY OF SUMMIT

On the 13 day of January, 2004, personally appeared before me Jacek Koson, the signor of the foregoing instrument, who did personally acknowledge to me that the foregoing easement was executed by the Grantor.


NOTARY PUBLIC

RESIDING AT: Summit County, Utah

My Commission Expires: 1-2-07



BK1594 PG1105

EXHIBIT "A"

VISUAL DEPICTION OF EASEMENT AREAS

