

ALAN SPRIGGS, SUMMIT CO RECORDER
 2006 OCT 09 14:46 PM FEE \$1.00 BY GGB
 REQUEST: SNYDERVILLE BASIN SID

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

PP-49
 PP-49-A
 PP-49-A1
 PP-49-A2
 PP-49-A3
 PP-49-F

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

Allred Summit, a(n) L.L.C. , 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:

Beginning at a point on the Northeasterly line of Rasmussen Road, said point lies South 89°39'47" East 849.78 feet along the quarter section line (Basis of bearings is South 00°03'20" East between the West Quarter Corner and the Southwest Corner of Section 12, Township 1 South, Range 3 East, Salt Lake Base and Meridian) and South 35°44'48" East 371.01 feet from the West Quarter Corner of said Section 12 and running thence North 54°31'48" East 186.81 feet; thence South 40°20'39" East 94.65 feet; thence North 49°43'50" East 186.58 feet; thence South 80°28'14" East 63.80 feet; thence South 35°28'14" East 401.80 feet; thence South 09°31'46" West 70.72 feet; thence South 51°08'32" West 34.07 feet; thence North 38°48'14" West 30.00 feet; thence North 51°08'32" East 22.65 feet; thence North 09°31'46" East 46.90 feet; thence North 35°28'14" West 376.95 feet; thence North 80°28'14" West 37.45 feet; thence South 49°43'50" West 173.38 feet; thence South 37°20'54" East 169.16 feet; thence South 54°29'13" West 200.76 feet to the Northeasterly line of Rasmussen Road; thence North 35°44'48" West 20.00 feet along said Northeasterly line; thence North 54°29'13" East 180.19 feet; thence North 37°20'54" West 162.76 feet; thence North 40°20'39" West 91.01 feet; thence South 54°31'48" West 168.34 feet to said Northeasterly line; thence North 35°44'48" West 20.00 feet along said Northeasterly line to the point of beginning.

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.

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 2 day of October, 2006.

Allred Summit LLC.

[Grantor's Name]

Allred Summit LLC.

by Successor Manager.

STATE OF UTAH)
COUNTY OF SUMMIT)

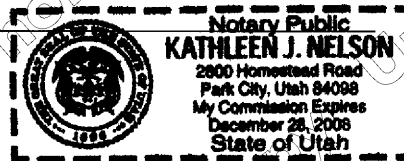
On the 2 day of October, 2006, personally appeared before me Michael Allred the signor of the foregoing instrument, who did personally acknowledge to me that the foregoing easement was executed by the Grantor.

12/28/08
My Commission Expires

Kathleen J. Nelson
Summit County

NOTARY PUBLIC

RESIDING AT: Summit County



SUMMIT CENTER SPECIALLY PLANNED AREA

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12,
T15, R06, S184M -- SUMMIT COUNTY, UTAH

25' Trail Easement

