



**AMENDED
EASEMENT AGREEMENT
between
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
and
CRANDALL FORD MERCURY**

This Agreement between the SNYDERVILLE BASIN WATER RECLAMATION DISTRICT, a special district of the State of Utah, referred to in this Agreement as "the District" and CRANDALL FORD-MERCURY, a Utah corporation referred to in this Agreement as "Crandall" amends and supercedes the Easement Agreement entered into by the parties on the 19th of April, 2005, and is made with reference to the following facts.

The District has constructed a major sewer collection trunkline which passes through part of the property of Crandall, as depicted more specifically on Exhibit 1 to this Agreement. An easement for the sewer collection trunkline has been granted to the District by Crandall.

The District also holds an easement through and across the Crandall Ford Mercury property under the Final Order of Condemnation which is attached to this Agreement as Exhibit 2.

The District desires to revise the easement described in Exhibit 2 to more accurately describe the location of the existing sewer line. Crandall desires to have the District revise the easement described in Exhibit 2 to limit the easement and allow certain construction over the easement.

NOW, THEREFORE, in consideration of the payments to be made by the District and the work to be performed by the District under the terms of this Agreement, the parties agree as follows:

1. The District will pay Crandall a total of \$14,100.00 as consideration for the granting of the construction and permanent easement to the District, which is Exhibit 3 to this Agreement, and for the granting of the revised easement, which is Exhibit 4 to this Agreement.
2. The original abandoned trunkline buried within the revised easement

(Exhibit 4) ("the Line") shall remain in place and shall be abandoned for sewer use. The Line shall be plugged and filled with flowable fill or similar material.

2.1. The Line shall be the subject of a revised easement which is Exhibit 4.

2.2. Crandall may construct a structure across the Line subject to written approval of the structure by the District prior to Crandall beginning construction or excavation, and so long as the Line is not excavated or damaged causing release of the materials in the Line to the environment.

2.3. The District shall execute the Abandonment of Easement, which is Exhibit 5, abandoning the easement described in Exhibit 2.

2.4. The District shall provide for the grading at the site of the slope of the original trunkline and related surface area which shall be completed according to a grading plan prepared by the District contract engineer, Caldwell Richards and Sorensen and which will be completed with the final grading and re-vegetation phase of the East Canyon Trunkline Project during 2006. The intent of site grading is to repair the erosion channels east of the paved parking area and grade to direct surface run-off to the lower surface as shown in Exhibit 6. Major relocation of soil material on the site will not be required.

3. Crandall will make no further claim against the District for loss of use of any of the property occupied by the District or used by the contractor for the District during construction within, or around, the easement alignments described specifically on Exhibits 1, 2, 3, 4, 5 or 6 and covenants that it will not assert any further claims against the District for compensation, removal or remediation work, loss of use, business revenues, or income or any other financial damages of any kind.

4. This Agreement shall be binding upon and inure to the benefit of the successors, heirs and assigns of the parties hereto, and to any entities resulting from the reorganization, consolidation, or merger of any party hereto.

5. This Agreement constitutes the entire understanding and agreement between the parties, and supersede any previous agreement, representation, or understanding between the parties relating to the subject matter hereof.

6. The provisions of this Agreement are not severable, and should any provision hereof be deemed void, unenforceable or invalid, such provision shall effect the remainder of this Agreement, and shall provide grounds for dissolution of the Agreement at the option of the parties in the exclusive discretion of each of them.

7. Any waiver by any party hereto of any breach of any kind or character what so ever by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement on the part of the other party.

8. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

9. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Utah.

10. In the event of default on the part of any party to this Agreement, that party shall be liable for all costs and expenses incurred by the other parties in enforcing the provisions of this Agreement, whether or not legal action is instituted.

DATED this 26th day of AUGUST, 2006.

CRANDALL FORD-MERCURY, a Utah Corporation

By: *Robert M. Crandall*
(Signature)

ROBERT M. CRANDALL
(Printed Name)

Title: SECRETARY

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

William E. Brown
Vice Chair

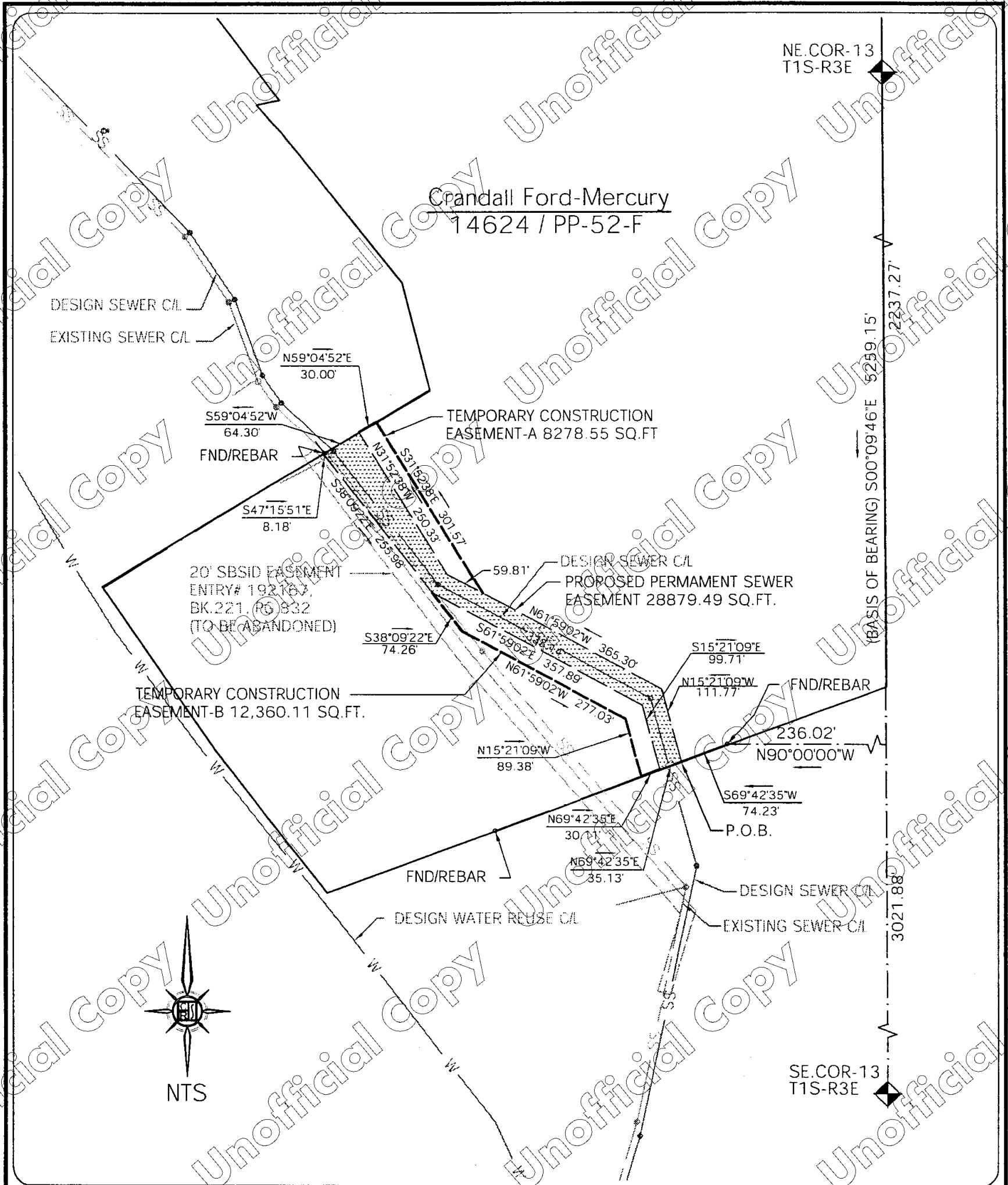
ATTEST:

Debra Ann Sparks
Clerk



EXHIBIT

1



**CALDWELL
RICHARDS
SORENSEN**



ANSWERS TO INFRASTRUCTURE™

031105.11 SBWRD EASEMENT EXHIBIT

Crandall Ford-Mercury

Tax Parcel / PP-52-F / Report #14624

PARK CITY, UTAH 84098

BK1693 PG1697

EXHIBIT

2

INDEXED: _____
GRANTOR: _____
GRANTEE: _____
RECORDED: _____
ABSTRACTED: A _____
STATUS: _____

Man line
Outfall Easement

1 HAROLD D. MITCHELL
2 STRONG & MITCHELL
3 Attorney for Plaintiff
4 197 South Main Street
5 P. O. Box 124
6 Springville, Utah 84663-0124
7 Telephone: (801) 489-5632

8 IN THE THIRD JUDICIAL DISTRICT COURT OF SUMMIT COUNTY
9 STATE OF UTAH

10 SNYDERVILLE BASIN SEWER
11 IMPROVEMENT DISTRICT,

12 Plaintiff,

13 vs.

14 EVA WHITE,

15 Defendant.

16 FINAL ORDER OF
17 CONDEMNATION

18 Civil No. 5498

19 The Court having made and entered its Judgment in this
20 matter and Plaintiff having fully paid and satisfied the same,

21 IT IS HEREBY ORDERED, ADJUDGED AND DECREED: That the
22 parcels of land described specifically on Exhibit A attached
23 hereto be, and they are hereby, taken and condemned for the pur-
24 poses described and set forth in plaintiff's complaint on file
25 herein.

26 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: That a copy
27 of this Final Order of Condemnation be forthwith filed with the
28 County Recorder of Summit County, State of Utah, and that upon
29 so doing, the property interests described in Exhibit A shall
30 vest in the Plaintiff.

31 DATED: March 1, 1982.

32 BY THE COURT:

[Signature]
J U D G E

Approved as to form:

[Signature]
BRANT H. WATTS
Attorney for Defendant

Entry No. <u>192167</u>	Book <u>4221</u>
RECORDED <u>6-7-82</u> at <u>3:12M</u>	Page <u>832</u>
REQUEST of <u>Snyderville Basin S.I.D.</u>	
FEE <u>\$ 0.17</u>	By <u>Wanda Y. Spriggs</u>
INDEXED _____	ABSTRACT _____

RECORDER'S MEMO
LEGIBILITY OF WRITING, TYPING OR
PRINTING UNSATISFACTORY IN THIS
DOCUMENT WHEN RECEIVED.

BOOK 0 PAGE 146

BOOKM 221 PAGE 832

00804126 B: 1846 P: 0305 Page 7 of 27 Summit County

STRONG & MITCHELL
ATTORNEYS AT LAW
197 SOUTH MAIN - P.O. BOX 124
SPRINGVILLE, UTAH 84663
(801) 489-5632

EXHIBIT A-1

Being a portion of Section 13, T1S., R3E., SLB&M., more particularly described as follows:

Being a sewer line easement 10.00 feet wide, 5.00 feet on either side of the following described centerline:

Beginning at a point on the East line of the Northwest one-quarter (NW 1/4) of the Northeast one-quarter (NE 1/4) of said Section 13, said point being South, 1193.77 feet and East, 1368.58 feet from the North one-quarter (N. 1/4) corner of said Section 13; thence from said point of beginning, S. 71°20'45" E., 5.32 feet; thence S. 44°27'07" E., 64.19 feet to a point on the Easterly line of a 50.00 foot wide right-of-way and the terminus of this description and containing 0.02 acre more or less and subject to all right-of-ways and easements of record.

EXHIBIT A-2

A portion of Section 13, T1S, R3E, SLB&M, located in Summit County, Utah, more particularly described as follows:

A sewer easement 20.00 feet wide, 10.00 feet on either side of so much of the centerline described in description #1 below as does not lie within the tracts described in description #2 below:

Description #1: Being a portion of Section 13, T1S, R3E, SLB&M, more particularly described as follows:

Being a sewer line easement 20.00 feet wide, 10.00 feet on either side of the following described centerline:

Beginning at a point which is North, 822.30 feet and West, 866.43 feet from the east one-quarter (E. 1/4) corner of said Section 13; thence from said point of beginning, S. 37°30' E., 396.10 feet; thence S. 41°18' E., 496.87 feet; thence S. 16°55'39" W., 126.34 feet to a point on the Easterly right-of-way line of a Summit County frontage road and the terminus of this description and containing 0.23 acre more or less and subject to all right-of-ways and easements of record.

Description #2: Beginning at a point on the Easterly Right-of-way line of Interstate I-80, said point being North 0°10' West along the Section line 2634.80 feet and South 73°31'27" West 565.00 feet from the Southeast corner of Section 13, Township 1 South, Range 3 East, Salt Lake Meridian; and running thence North 42°46'56" West along said Easterly right-of-way line 420.13 feet; thence North 39°45'10" West along said Easterly right-of-way line

DON R. STRONG
ATTORNEY AT LAW
197 South Main - P. O. Box 124
Springville, Utah 84603
(801) 489-5632

21.90 feet; thence North 69°47'45" East 894.85 feet to the East line of said Section 13; thence South 0°10' East along said East section line 474.00 feet; thence South 73°31'27" West 565.00 feet to the point of beginning.

Beginning at a point on the Easterly Right-of-Way line of Interstate Highway I-80, said point being North 0°10' West along the Section line 1677.79 feet from the Southeast corner of Section 13, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and running thence North 35°53' West along said Easterly line 669.85 feet; thence North 30°58'20" West along said Easterly line 301.20 feet; thence North 74°00' East 566.80 feet to the East line of said Section 13; thence South 0°10' East along said East line 957.22 feet to the point of beginning.

County of Summit. } ss

I, Reed D. Pace, Clerk of the District Court in and for Summit County, State of Utah, do hereby certify that the foregoing is a true and correct copy of the Final Order of Condemnation in the matter of the entitled # 5498 as the same appears of record and upon file in my office.

IN WITNESS WHEREOF I have here unto set my hand affix the seal of said Court this 2nd day of March 1982

Reed D. Pace Clerk

Joye D. Ward Deputy Clerk

DON R. STRONG
ATTORNEY AT LAW
197 South Main - P. O. Box 124
Springville, Utah 84653
(801) 489-5632



EXHIBIT

3

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

ECTA

**GRANT OF EASEMENT
FOR CONSTRUCTION AND MAINTENANCE OF PIPELINE(S)
AND RELATED FACILITIES**

Crandall Ford-Mercury, Grantor(s), 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 water and related facilities 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 below or on exhibit 1 to this easement as follows:

Crandall Ford-Mercury / PP-52-F
Portion of Section 13 Township 1 South, Range 3 East
Salt Lake Base and Meridian
Wastewater Trunk Line Easement Descriptions
Snyderville Basin Water Reclamation District

00733386 BK01693 Pg01693-01697

ALAN SPRIGGS, SUMMIT CO RECORDER
2005 APR 21 10:46 AM FEE \$1.00 BY GGI
REQUEST: SNYDERVILLE BASIN SID

Permanent Easement

A variable width easement over that portion of the northeast quarter of Section 13 in Township 1 South, Range 3 East, Salt Lake Base and Meridian, in the County of Summit, State of Utah, more particularly described as follows:

Commencing at a found rebar marking the Northeast corner of Cornu Parcel 1 as shown on a Record of Survey recorded December 20, 2001 file number S-4172 in the office of the county recorder of said county, said point bears S 0°09'46" E along the east line of said Section 13 in Township 1 South, Range 1 East, Salt Lake Base and Meridian, a distance of 2237.27 feet and North 90°00'00" W, a distance of 236.02 feet from the Northeast corner of said Section 13; Thence S 69°42'35" W along the northerly line of said Cornu Parcel 1, a distance of 74.23 feet to the **True Point of Beginning**;

Thence N 15°21'09" W, a distance of 111.77 feet;

Thence N 61°59'02" W, a distance of 365.30 feet;

Thence N 31°52'38" W, a distance of 250.33 feet to a point on the southerly line of the Park City RV Resort property, from which a found rebar marking the most southerly corner of said property bears S 59°04'52" W, a distance of 60.89 feet;

Thence S 59°04'52" W along said southerly line of the Park City RV Resort property and the northerly line of the Crandall Ford-Mercury property, a distance of 64.30 feet;

Thence S 47°15'51" E, a distance of 8.18 feet;

BK1693 PG1693

Thence S 38°09'22" E, a distance of 255.98 feet;
Thence S 61°59'02" E, a distance of 357.89 feet;
Thence S 15°21'09" E, a distance of 99.71 feet to the northerly line of said Cornu Parcel 1;
Thence N 69°42'35" E along said northerly line, a distance of 35.13 feet to the point of beginning.

Containing 28,879.49 square feet more or less.

All bearings and distances are based upon the Utah Coordinate System of 1983 North Zone.

Temporary Construction Easement A

A variable width easement over that portion of the northeast quarter of Section 13 in Township 1 South, Range 3 East, Salt Lake Base and Meridian, in the County of Summit, State of Utah, more particularly described as follows:

Commencing at a found rebar marking the Northeast corner of Cornu Parcel 1 as shown on a Record of Survey recorded December 20, 2001 file number S-4172 in the office of the county recorder of said county, said point bears S 0°09'46" E along the east line of said Section 13 in Township 1 South, Range 1 East, Salt Lake Base and Meridian, a distance of 2237.27 feet and North 90°00'00" W, a distance of 236.02 feet from the Northeast corner of said Section 13;
Thence S 69°42'35" W along the northerly line of said Cornu Parcel 1, a distance of 74.23 feet;
Thence N 15°21'09" W, a distance of 113.09 feet;
Thence N 61°59'02" W, a distance of 305.49 feet to the **True Point of Beginning**;
Thence N 61°59'02" W, a distance of 59.81 feet;
N 31°52'38" W, a distance of 250.33 feet to a point on the southerly line of the Park City RV Resort property, from which a found rebar marking the most southerly corner of said property bears S 59°04'52" W, a distance of 60.89 feet;
Thence N 59°04'52" E along said southerly line of the Park City RV Resort property, a distance of 30.00 feet;
Thence S 31°52'38" E, a distance of 301.57 feet to the point of beginning.

Containing 8,278.55 square feet more or less.

All bearings and distances are based upon the Utah Coordinate System of 1983 North Zone.

Temporary Construction Easement B

A variable width easement over that portion of the northeast quarter of Section 13 in Township 1 South, Range 3 East, Salt Lake Base and Meridian, in the County of Summit, State of Utah, more particularly described as follows:

Commencing at a found rebar marking the Northeast corner of Cornu Parcel 1 as shown on a Record of Survey recorded December 20, 2001 file number S-4172 in the office of the county recorder of said county, said point bears S 0°09'46" E along the east line of said Section 13 in Township 1 South, Range 1 East, Salt Lake Base and Meridian, a distance of 2237.27 feet and

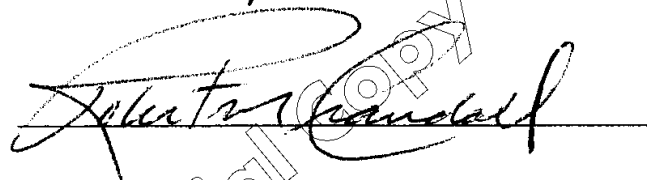
North 90°00'00" W, a distance of 236.02 feet from the Northeast corner of said Section 13;
Thence S 69°42'35" W along the northerly line of said Cornu Parcel 1, a distance of 109.36 feet
to the **True Point of Beginning**;
Thence S 69°42'35" W continuing along said northerly line, a distance of 30.11 feet;
Thence N 15°21'09" W, a distance of 89.38 feet;
Thence N 61°59'02" W, a distance of 277.03 feet;
Thence N 38°09'22" W, a distance of 74.26 feet;
Thence S 61°59'02" E, a distance of 357.89 feet;
Thence S 15°21'09" E, a distance of 99.71 feet to the point of beginning.

Containing 12,360.11 square feet more or less.

All bearings and distances are based upon the Utah Coordinate System of 1983 North Zone.

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 with the right to operate, maintain, repair, replace, augment and/or remove the pipelines and facilities of the District as deemed necessary by the District. The Grantor and its successors in interest hereby forever relinquish the right to plant vegetation or 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 permanent structures will be constructed over the surface of the easement granted herein, without the express written consent in advance of the District, which would interfere with the right of the District to operate, maintain, repair or replace the District's facilities. The easement granted herein is subject to the condition that the District shall indemnify and hold harmless, the Grantor, its heirs and successors against any and all liability caused by the acts of the District, its contractors or agents, during the construction, operation or maintenance of the facilities to be located in this easement; the Grantor's right to indemnification or to be held harmless by the District under the terms of this paragraph is expressly conditioned upon prompt and immediate notice to the District of any claim or demand which would cause a claim against the District and upon the right of the District to defend any claim against the Grantor subject to indemnification. This provision shall not be interpreted or construed to waive the rights of the District to assert affirmative defenses to claims provided under the Utah Governmental Immunity Act.

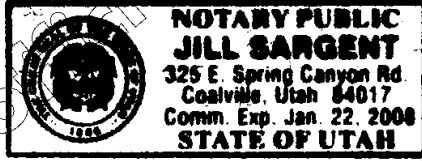
WITNESS the hand of said Grantor this 19th day of APRIL, 2005.


Crandall Ford-Mercury

STATE OF UTAH)
)
COUNTY OF SUMMIT)

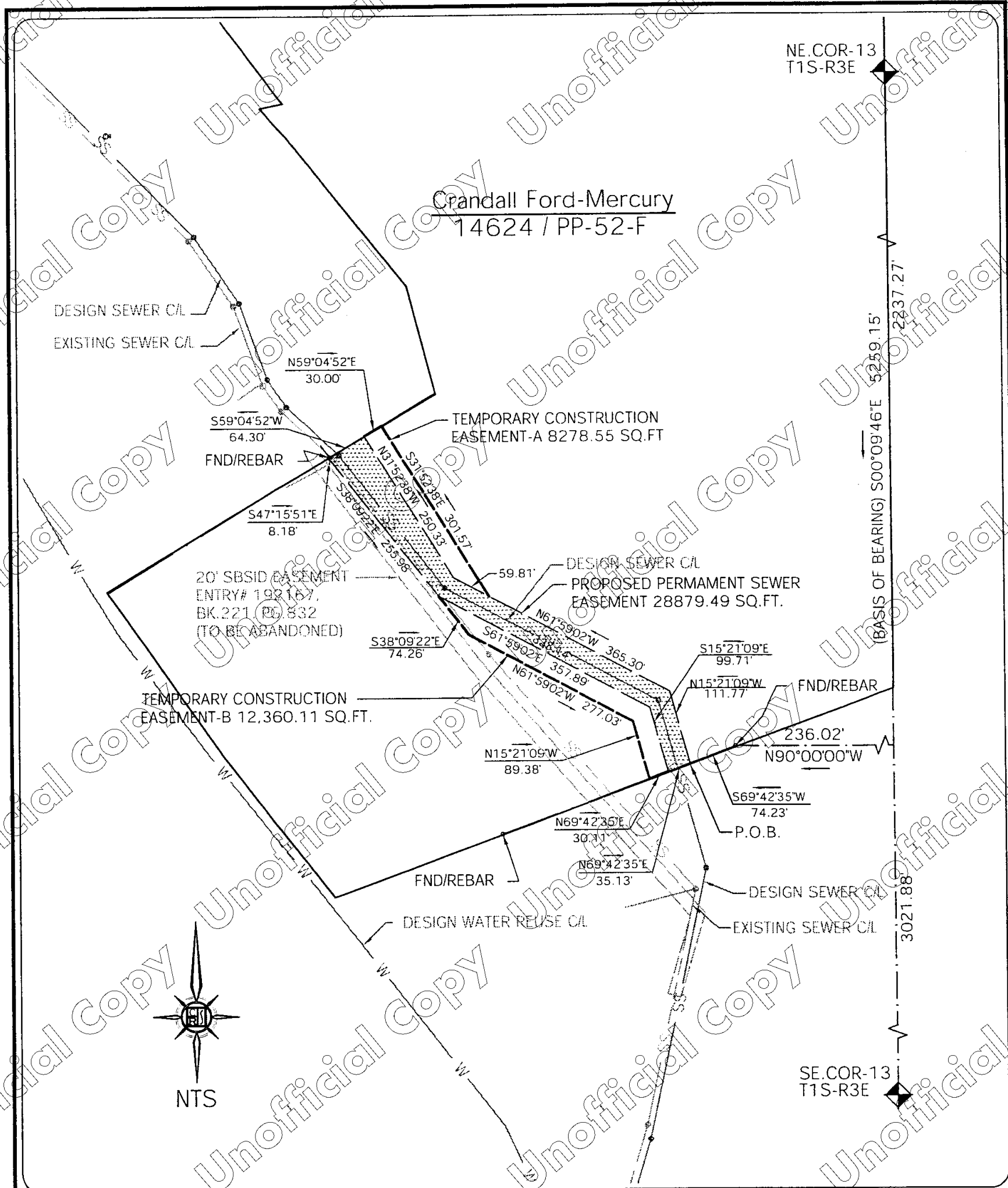
On the 19 day of April, 2005, personally appeared before me
Robert M. Carda the signor of the foregoing instrument, who did personally acknowledge
to me that the foregoing easement was executed by the Grantor.

1-22-08
My Commission Expires:



NOTARY PUBLIC
RESIDING AT: Coalville UT

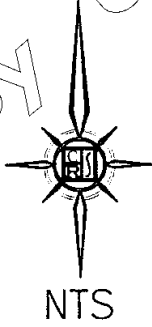
Jill Sargent



Crandall Ford-Mercury
 14624 / PP-52-F

NE.COR-13
 T1S-R3E

SE.COR-13
 T1S-R3E



**CALDWELL
 RICHARDS
 SORENSEN**

ANSWERS TO INFRASTRUCTURE™

031105.11 SBWRD EASEMENT EXHIBIT
 Crandall Ford-Mercury
 Tax Parcel / PP-52-F / Report #14624
 PARK CITY, UTAH 84098

BK1693 PG1697

EXHIBIT

4

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

00793240 BK01822 Pg00013-00115
ALAN SPRIGGS, SUMMIT CO RECORDER
2006 OCT 06 14:24 PM FEE \$1.00 BY GGB
REQUEST: SNYDERVILLE BASIN SID

**GRANT OF EASEMENT
FOR CONSTRUCTION AND MAINTENANCE OF PIPELINE(S)
AND RELATED FACILITIES**

Crandall Ford-Mercury, Grantor(s), 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 operating, maintaining, servicing and/or removing an underground pipeline in the easement granted herein, 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:

Exhibit "A"

Crandall Ford-Mercury / PP-52-F
Portion of Section 13 Township 1 South, Range 3 East
Salt Lake Base and Meridian
Abandoned Wastewater Trunk Line Easement Description
Snyderville Basin Water Reclamation District

Permanent Easement

A 2 foot wide easement, 1 foot each side of an abandoned sewer line, over that portion of the northeast quarter of Section 13 in Township 1 South, Range 3 East, Salt Lake Base and Meridian, in the County of Summit, State of Utah, more particularly described as follows:

Beginning at the center line of said sewer line and said easement at a point on the north property line of Cornu Parcel 1 as shown on a Record of Survey recorded December 20, 2001 file number S-4172 in the office of the county recorder of said county, said point being South 0°09'46" East along the east line of said Section 13, Township 1 South, Range 1 East, Salt Lake Base and Meridian, 2237.27 feet, and West 236.02 feet, and South 69°42'35" West 201.18 feet from the Northeast corner of said Section 13;

Thence North 40°58'06" West along said center line 276.22 feet;

Thence North 38°09'22" West along said center line 103.86 feet to the point where said sewer line and said easement intersects an existing sewer easement recorded as Entry no. 733386 of Book 1693, Pages 1693-1697

Containing 760.18 square feet more or less.


All bearings and distances are based upon the Utah Coordinate System of 1983 North Zone.

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 with the right to operate, maintain, repair, replace, augment and/or remove the pipeline and facilities of the District as deemed necessary by the District. Grantor may construct a structure or other improvements across the permanent easement and right-

BK1822 PG0113

of-way subject to written approval of the structure or improvements by the District prior to Grantor beginning construction or excavation, and so long as the existing abandoned trunkline buried in the easement is not excavated or damaged causing release of the materials in the abandoned trunkline to the environment. The easement granted herein is subject to the condition that the Grantor shall indemnify and hold harmless, the District, its heirs and successors against any and all liability caused by the acts of the Grantor, its contractors or agents, during the construction, operation or maintenance of any structure or facility to be located over and across the permanent easement and right-of-way. The easement granted herein is further subject to the condition that the District shall indemnify and hold harmless, the Grantor, its heirs and successors against any and all liability caused by the acts of the District, its contractors or agents, during the construction, operation, maintenance, or removal of the facilities to be located in this easement; the Grantor's right to indemnification or to be held harmless by the District under the terms of this paragraph is expressly conditioned upon prompt and immediate notice to the District of any claim or demand which would cause a claim against the District and upon the right of the District to defend any claim against the Grantor subject to indemnification. This provision shall not be interpreted or construed to waive the rights of the District to assert affirmative defenses to claims provided under the Utah Governmental Immunity Act.

WITNESS the hand of said Grantor this 26th day of AUGUST, 2006.


Crandall Ford-Mercury

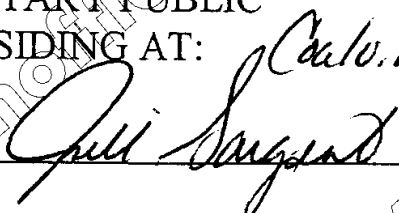
STATE OF UTAH)

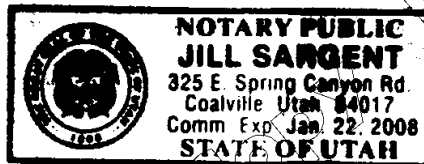
COUNTY OF SUMMIT)

On the 26 day of August, 2006, personally appeared before me Robert M. Crandall the signor of the foregoing instrument, who did personally acknowledge to me that the foregoing easement was executed by the Grantor.

1-22-08
My Commission Expires:

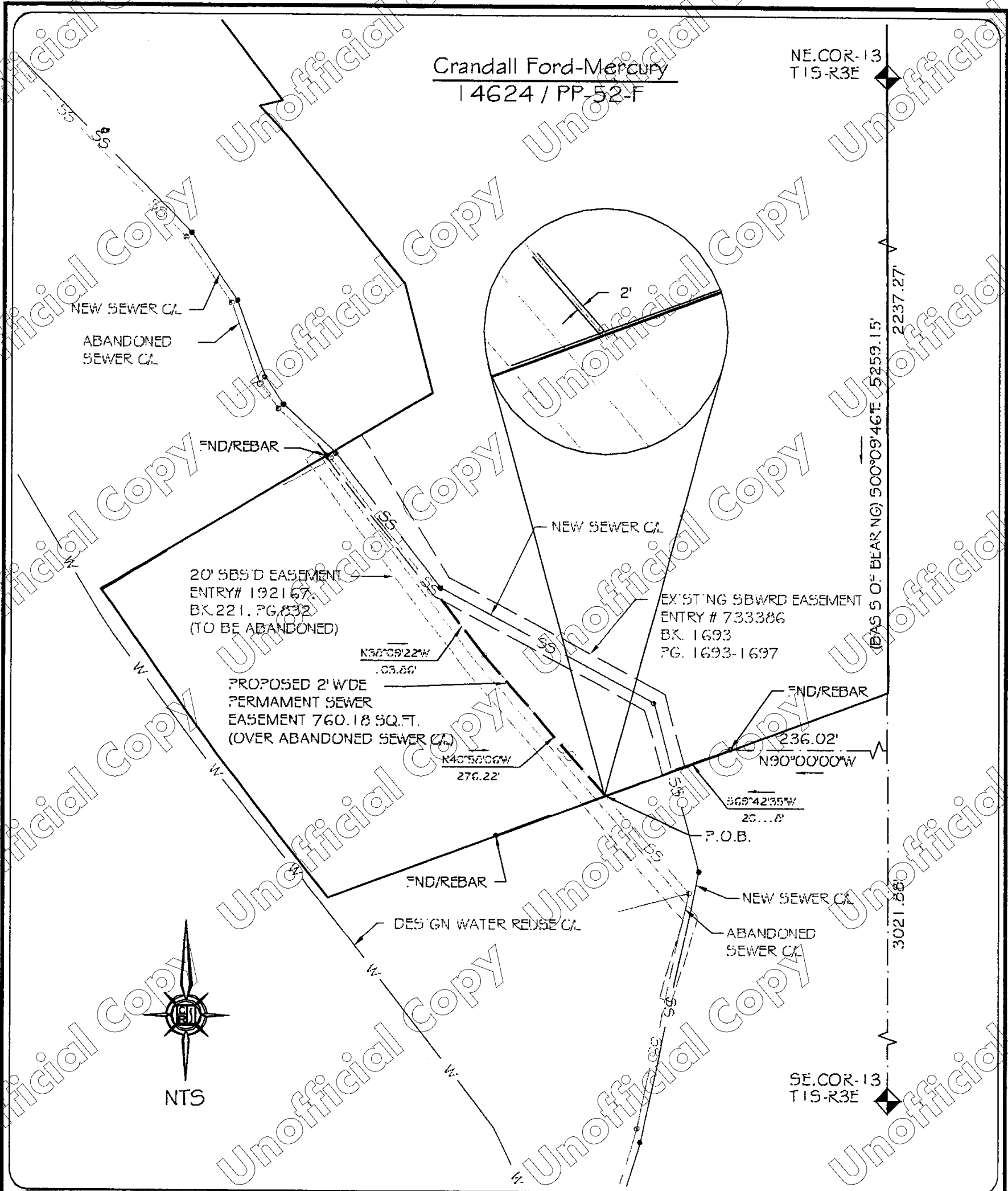
NOTARY PUBLIC
RESIDING AT:

Coalville Utah




Crandall Ford-Mercury
14624 / PP-52-F

NE.COR-13
T1S-R3E



P:\2003\031105.11 SBWRD easement\dwg\14624E-B.dwg, 14624 PP-52-F, 7/12/2006 10:44:15 AM

**CALDWELL
RICHARDS
SORENSEN**

ANSWERS TO INFRASTRUCTURE

031105.11 SBWRD EASEMENT EXHIBIT
Crandall Ford-Mercury
Tax Parcel / PP-52-F / Report #14624
PARK CITY, UTAH 84098

RECORDER'S NOTE

LEGIBILITY OF WRITING, TYPING OR
PRINTING UNSATISFACTORY IN THIS
DOCUMENT WHEN RECEIVED

EXHIBIT

5

After Recording, Mail To:
Snyderville Basin Water Reclamation District
2800 Homestead Road
Park City, Utah 84098

ENTRY NO. 00800834

01/04/2007 12:02:46 PM B: 1839 P: 1170

Abandonment PAGE 1 of 4

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE \$ 0.00 BY SNYDERVILLE BASIN SID



ABANDONMENT OF EASEMENT

The Snyderville Basin Water Reclamation District, a special district of the state of Utah, ("the District") as the owner of that certain easement recorded the 7th day of June, 1982, as Entry # 192167, Book M221, Pages 832 - 834, in the Office of the Summit County Recorder, (the Record Easement) hereby abandons and releases to the owner(s) of the property subject to the Record Easement, all of the interest of the District created by and under the Record Easement together with all claims and interests to personal property of the District located in the Record Easement. This Abandonment and Release affects the following real property:

PCPRVR-1
PP-52-F
~~PP-52-A~~
PP-52-C
PP-52-C-3
PP-52
PP-52-C-2

SEE EXHIBIT "A"

SNYDERVILLE BASIN WATER
RECLAMATION DISTRICT

ATTEST:

A. Bergman Spahr
Clerk

By *Michael D. Luers*
General Manager



STATE OF UTAH
: ss.
COUNTY OF SUMMIT)

On the 4 day of August, 2006, personally appeared before me Michael D. Luers, General Manager of Snyderville Basin Water Reclamation District, who acknowledged to me that the foregoing instrument was signed in behalf of Snyderville Basin Water Reclamation District, by authority of its Board of Trustees, and he duly acknowledged to me that he executed the same.

Mona Cotter
NOTARY PUBLIC
Residing at: 2800 Homestead Rd
Park City UT

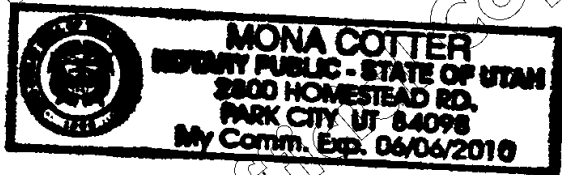


EXHIBIT "A"

Man hui
Outfall Easement

INDEXED: _____
GRANTOR: _____
GRANTEE: _____
RECORDED: _____
ABSTRACTED: A _____
STAMPED: _____

1 HAROLD D. MITCHELL
2 STRONG & MITCHELL,
3 Attorney for Plaintiff
4 197 South Main Street
5 P. O. Box 124
6 Springville, Utah 84663-0124
7 Telephone: (801) 489-5632

8 IN THE THIRD JUDICIAL DISTRICT COURT OF SUMMIT COUNTY
9 STATE OF UTAH

10 SNYDERVILLE BASIN SEWER
11 IMPROVEMENT DISTRICT,

12 Plaintiff,

13 vs.

14 EVA WHITE,

15 Defendant.

16 FINAL ORDER OF
17 CONDEMNATION

18 Civil No. 5498

19 The Court having made and entered its Judgment in this
20 matter and Plaintiff having fully paid and satisfied the same,

21 IT IS HEREBY ORDERED, ADJUDGED AND DECREED: That the
22 parcels of land described specifically on Exhibit A attached
23 hereto be, and they are hereby, taken and condemned for the pur-
24 poses described and set forth in plaintiff's complaint on file
25 herein.

26 IT IS FURTHER ORDERED, ADJUDGED AND DECREED: That a copy
27 of this Final Order of Condemnation be forthwith filed with the
28 County Recorder of Summit County, State of Utah, and that upon
29 so doing, the property interests described in Exhibit A shall
30 vest in the Plaintiff.

31 DATED: March 1, 1982.

32 BY THE COURT:

[Signature]
J U D G E

Approved as to form:

[Signature]
BRANT H. WALLIC
Attorney for Defendant

Entry No. 192167 Book 14221
RECORDED 6-7-82 at 3:12M Page 832
REQUEST of Snyderville Basin S.I.D.
FEE \$ 2.16 By Wanda Y. Springs
INDEXED _____ ABSTRACT _____
WANDA Y. SPRINGS, SUMMIT CO. RECORDER

STRONG & MITCHELL
ATTORNEYS AT LAW
197 SOUTH MAIN — P.O. BOX 124
SPRINGVILLE, UTAH 84663
(801) 489-5632

RECORDER'S MEMO
LEGIBILITY OF WRITING, TYPING OR
PRINTING UNSATISFACTORY IN THIS
DOCUMENT WHEN RECEIVED.

BOOK 0 PAGE 16

BOOKM 221 PAGE 83 2

EXHIBIT A-1

Being a portion of Section 13, T1S., R3E., SLB&M., more particularly described as follows:

Being a sewer line easement 10.00 feet wide, 5.00 feet on either side of the following described centerline:

Beginning at a point on the East line of the Northwest one-quarter (NW 1/4) of the Northeast one-quarter (NE 1/4) of said Section 13, said point being South, 1193.77 feet and East, 1368.58 feet from the North one-quarter (N. 1/4) corner of said Section 13; thence from said point of beginning, S. 71°20'45" E., 5.32 feet; thence S. 44°27'07" E., 64.19 feet to a point on the Easterly line of a 50.00 foot wide right-of-way and the terminus of this description and containing 0.02 acre more or less and subject to all right-of-ways and easements of record.

201
A

EXHIBIT A-2

A portion of Section 13, T1S, R3E, SLB&M, located in Summit County, Utah, more particularly described as follows:

A sewer easement 20.00 feet wide, 10.00 feet on either side of so much of the centerline described in description #1 below as does not lie within the tracts described in description #2 below:

Description #1: Being a portion of Section 13, T1S, R3E, SLB&M, more particularly described as follows:

Being a sewer line easement 20.00 feet wide, 10.00 feet on either side of the following described centerline:

Beginning at a point which is North, 822.30 feet and West, 866.43 feet from the east one-quarter (E. 1/4) corner of said Section 13; thence from said point of beginning, S. 37°30' E., 396.10 feet; thence S. 41°18' E., 496.87 feet; thence S. 16°55'39" W., 126.34 feet to a point on the Easterly right-of-way line of a Summit County frontage road and the terminus of this description and containing 0.23 acre more or less and subject to all right-of-ways and easements of record.

201
B

Description #2: Beginning at a point on the Easterly Right-of-Way line of Interstate I-80, said point being North 0°10' West along the section line 2634.80 feet and South 73°31'27" West 565.00 feet from the Southeast corner of Section 13, Township 1 South, Range 3 East, Salt Lake Meridian; and running thence North 42°46'56" West along said Easterly right-of-way line 420.13 feet; thence North 39°45'10" West along said Easterly right-of-way line

DON R. STRONG
ATTORNEY AT LAW
197 South Main - P. O. Box 124
Springville, Utah 84663
(801) 489-5632

21.90 feet; thence North 69°47'45" East 894.85 feet to the East line of said Section 13; thence South 0°10' East along said East section line 474.00 feet; thence South 73°31'27" West 565.00 feet to the point of beginning.

Beginning at a point on the Easterly Right-of-Way line of Interstate Highway I-80, said point being North 0°10' West along the Section line 1677.79 feet from the Southeast corner of Section 13, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and running thence North 35°53' West along said Easterly line 669.85 feet; thence North 30°58'20" West along said Easterly line 301.20 feet; thence North 74°00' East 566.80 feet to the East line of said Section 13; thence South 0°10' East along said East line 957.22 feet to the point of beginning.

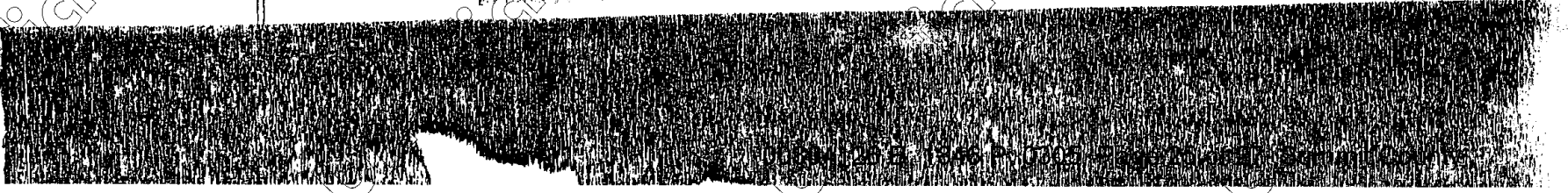
County of Utah, } ss
County of Summit. }

I, Reed D. Pace, Clerk of the District Court in and for Summit County, State of Utah, do hereby certify that the foregoing is a true and correct copy of the Final Order of Condemnation in the matter of the entitled # 5498 as the same appears at record and upon file in my office.

IN WITNESS WHEREOF I have here unto set my hand affix the seal of said Court this 2nd day of March 1983

Reed D. Pace Clerk
Joye D. Ward Deputy Clerk

DON R. STRONG
ATTORNEY AT LAW
197 South Main - P. O. Box 124
Springville, Utah 84663
(801) 489-5632




EXHIBIT

6

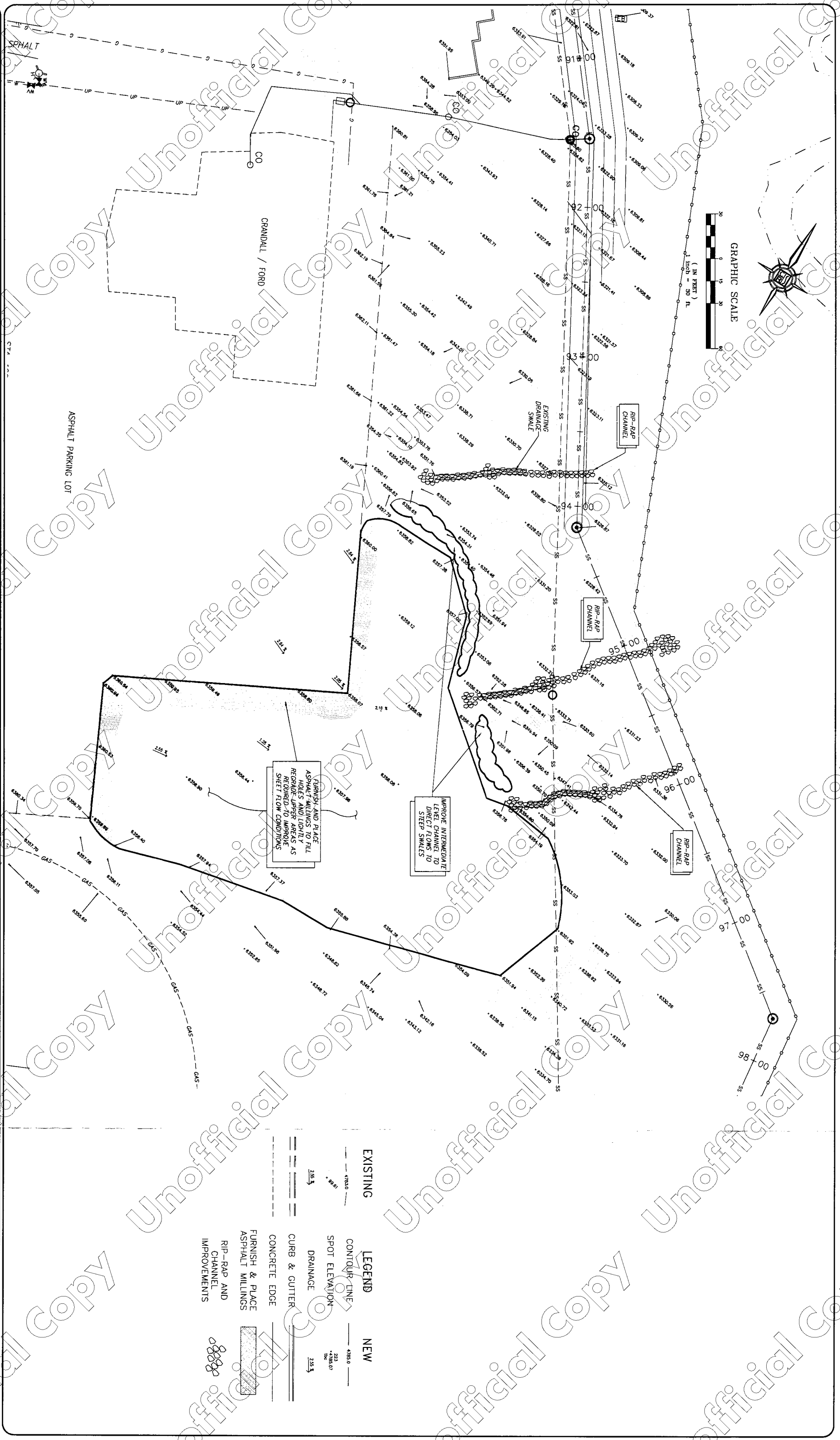
REV.	BY	DATE	DESCRIPTION

PRINCIPAL PAUL HIRST
PROJECT MANAGER DOUG CROMAR
CHECKED BY GARY LEATHAM
DRAWN BY GARY LEATHAM
SCALE 1" = 30'
DATE ISSUED JULY 11, 2006

CALDWELL RICHARDS SORENSEN
ENGINEERS & ARCHITECTS

 2060 East 2100 South
 Salt Lake City, UT 84109
 Phone: (801) 358-5565
 Fax: (801) 359-4272
 www.crsengineers.com

EAST CANYON RELIEF TRUNKLINE PROJECT
 SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
GRANDALL - FORD CAR DEALERSHIP
GRADING AND DRAINAGE PLAN
 PARK CITY UTAH

13a
 SHEET 1 OF 1
 PROJECT NUMBER 031105



LEGEND

EXISTING	NEW
CONTOUR LINE	CONTOUR LINE
SPOT ELEVATION	SPOT ELEVATION
DRAINAGE	DRAINAGE
CURB & CUTTER	CURB & CUTTER
CONCRETE EDGE	CONCRETE EDGE
FURNISH & PLACE ASPHALT MILLINGS	FURNISH & PLACE ASPHALT MILLINGS
RIP-RAP AND CHANNEL IMPROVEMENTS	RIP-RAP AND CHANNEL IMPROVEMENTS