

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

ENTRY NO. 00929424

08/31/2011 09:35:20 AM B: 2093 P: 1813

Easements PAGE 1/4

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**

Forestdale Investments, LLC, a Utah limited liability company, **B.V.D. Properties, LLC**, a Utah limited liability company, and **Richard D. Burbidge**, a(n) *Richard D. Burbidge*, grantors, do 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 Grantors situated in Summit County, Utah which are more specifically described as follows:

**40' WIDE EASEMENT THROUGH LOTS 5, 6, 7, & 8
SUMMIT INDUSTRIAL PARK, PLAT A**

Beginning at a point located N89°52'38"W along the Section line 1,231.24 feet and North 1,473.40 feet from the Southeast Corner of Section 35, T1S, R4E, S.L.B. & M.; thence N89°42'17"W 40.00 feet; thence N0°29'55" E 495.45 feet; thence N78°39'32"E 40.87 feet; thence S0°29'55"W 503.69 feet to the point of beginning.

Parcel IDs – SS-65-A-3-1
SS-65-A-2-B

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 Grantors and their 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 Grantors, their 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 Grantors' 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 Grantors this 29th day of Aug, 20 11.

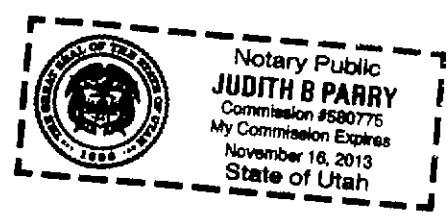
FORESTDALE INVESTMENTS, L.L.C.
By: [Signature]
Name: Richard D. Burbidge
Title: Member/Manager

STATE OF UTAH)
COUNTY OF SUMMIT)

On the 29 day of August, 20 11, personally appeared before me Richard D. Burbidge the signor of the foregoing instrument, who did personally acknowledge to me that the foregoing easement was executed by the Grantor.

Judith Blaney
NOTARY PUBLIC
RESIDING AT: Salt Lake

My Commission Expires:
11-16-13



B.V.D. PROPERTIES, L.L.C.

By: _____

Name: Vaughn D Burbidge

Title: Manager/member

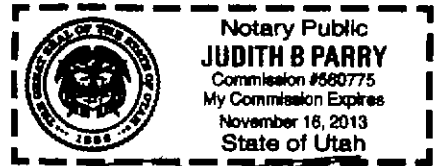
STATE OF UTAH)
COUNTY OF SUMMIT)

On the 29 day of August, 20 11, personally appeared before me Vaughn D. Burbidge the signor of the foregoing instrument, who did personally acknowledge to me that the foregoing easement was executed by the Grantor.

Judith B Parry
NOTARY PUBLIC
RESIDING AT: Salt Lake

My Commission Expires:

11-16-13



RICHARD D. BURBIDGE

By: _____

Name: Richard D Burbidge

Title: Individual

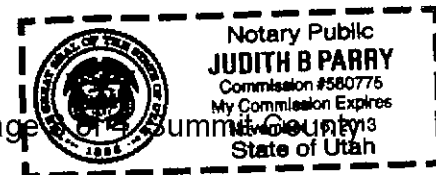
STATE OF UTAH)
COUNTY OF SUMMIT)

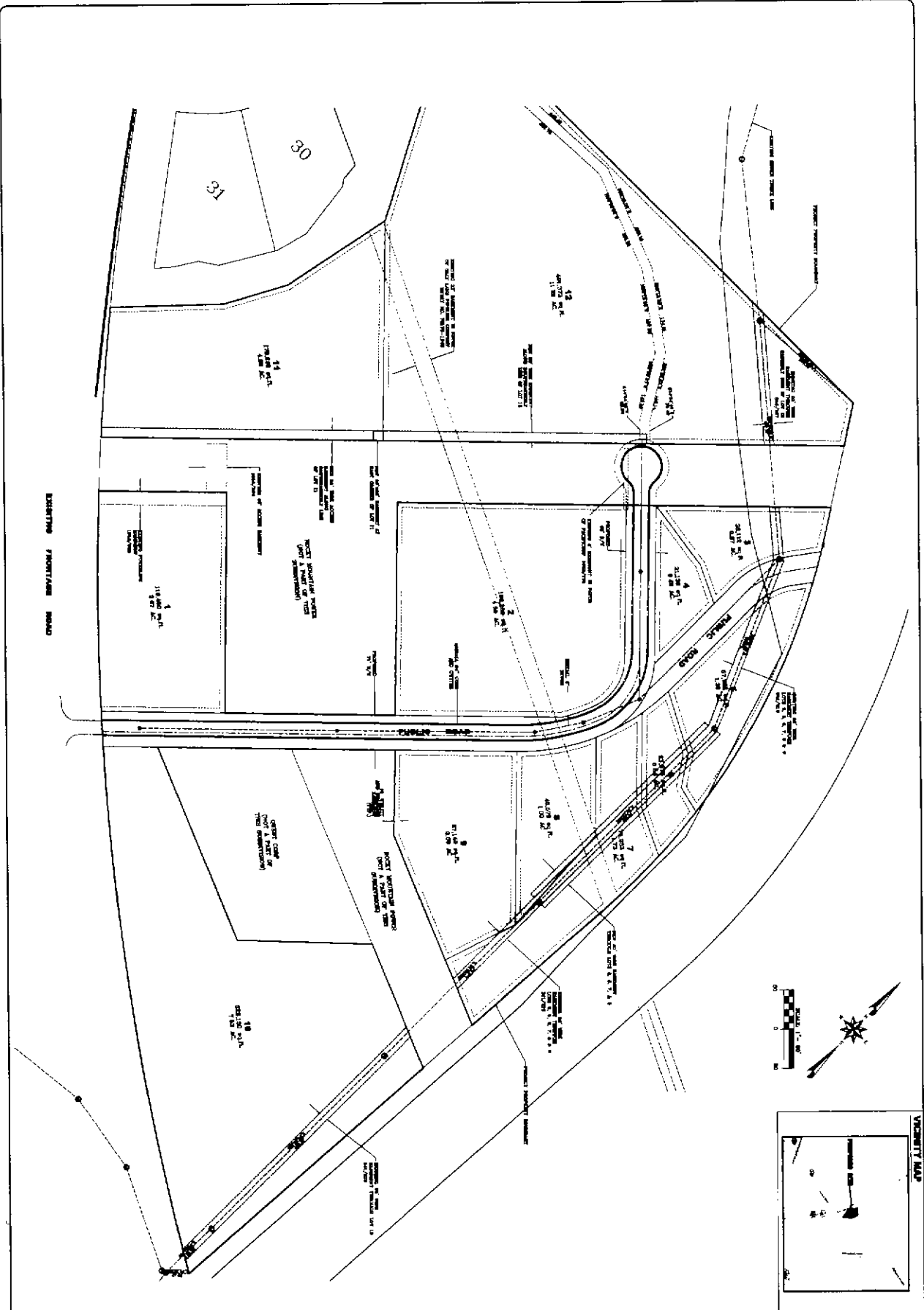
On the 29 day of August, 20 11, personally appeared before me Richard D. Burbidge the signor of the foregoing instrument, who did personally acknowledge to me that the foregoing easement was executed by the Grantor.

Judith B Parry
NOTARY PUBLIC
RESIDING AT: Salt Lake

My Commission Expires:

11-16-13





DESIGNED BY: BTG PROJECT NO: 2006-988
 DATE: 12/22/2010 CHECK NO: 1 - 80
 DRAWN BY: JSB

SUMMIT INDUSTRIAL PARK
 SUMMIT COUNTY, UTAH
SEWER EASEMENT EXHIBIT

14441 South 988 West
 St. George, UT 84205
 And Surveyors, Inc. Fax 801-499-2847

DATE	BY