

**ENTRY NO. 01034729**

12/11/2015 02:35:25 PM B: 2328 P: 1880

Easements PAGE 1/6

MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER  
FEE 0.00 BY SNYDERVILLE BASIN WATER

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



**RECORDING FEES EXEMPT AS PER U.C.A. § 63J-1-505**

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

TCFC LeaseCo LLC, a Delaware limited liability company (formerly known as Talisker Canyons LeaseCo LLC), as to Parcel PP-75-C; and TCFC PropCo LLC, a Delaware limited liability company (formerly known as Talisker Canyons PropCo LLC) as to Parcel PP-75-D and PP-75-G-1-B, collectively, as Grantor, 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 Grantor situated in Summit County, Utah which are more specifically described as follows and depicted on Exhibit A hereto:

**This easement is contained within Parcels PP-75-C, PP-75-D & PP-75-G-1-B**

**CANYONS RESORT – HIGH MOUNTAIN ROAD EXTENSION 2 – PHASE 1**

**SANITARY SEWER EASEMENT (A)**

An easement being 10.00 feet either side of the following described centerline, in Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, Summit County, Utah more particularly described as follows:

Beginning at a point on the Southeasterly Right-of-Way of High Mountain Road, said point also being South 89°59'41" East 170.47 feet along the Section Line and North 910.12 feet from the South Quarter Corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; and running thence North 70°48'44" West 37.23 feet; thence South 47°42'20" West 26.52 feet to a point of curvature of a 200.00 foot radius curve to the left, the center of which bears South 42°17'40" East; thence southwesterly 66.37 feet along the arc of said curve through a central angle of 19°00'51"; thence South 28°41'29" West 46.39 feet to a point of curvature of a 200.00 foot radius curve to the left, the center of which bears South 61°18'31" East; thence southerly 76.44 feet along the arc of said curve through a central angle of 21°53'57"; thence South 06°47'31" West 45.02 feet to a point of curvature of a 200.00 foot radius curve to the left, the center of which bears South 83°12'29" East; thence southerly 25.39 feet along the arc of said

curve through a central angle of 07°16'23"; thence South 00°28'51" East 94.79 feet to a point of curvature of a 1,194.00 foot radius curve to the right, the center of which bears South 89°31'09" West; thence southerly 81.07 feet along the arc of said curve through a central angle of 03°53'24"; thence South 03°24'33" West 108.66 feet to a point of curvature of a 556.00 foot radius curve to the left, the center of which bears South 86°35'27" East; thence southerly 170.88 feet along the arc of said curve through a central angle of 17°36'35"; thence South 14°12'02" East 30.15 feet to the Point of Terminus.

Containing 16,185 square feet or 0.37 acre, more or less.

**SANITARY SEWER EASEMENT (B)**

An easement being 10.00 feet either side of the following described centerline, in Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, Summit County, Utah more particularly described as follows:

Beginning at a point being South 89°59'41" East 35.90 feet along the Section Line and North 196.55 feet from the South Quarter Corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; and running thence South 76°34'34" West 40.87 feet to the Point of Terminus.

Containing 817 square feet or 0.02 acre, more or less.

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 Grantee's 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 11 day of December, 2015.

TCFC LeaseCo LLC,  
a Delaware limited liability company

By: TCFC Finance Co LLC,  
a Delaware limited liability company  
Its: Sole Member

By: [Signature]  
Print Name: M. Thomas Jolley  
Title: COO

STATE OF UTAH )

COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of December, 2015, by M. Thomas Jolley, the COO TCFC Finance Co LLC, a Delaware limited liability company, the Sole Member of TCFC LeaseCo LLC, a Delaware limited liability company.

[Signature]  
NOTARY PUBLIC  
RESIDING AT: 1840 SUN PEAK 84093

My Commission Expires:  
06/13/2016



*[Signature and Acknowledgement Pages Continue Below]*

WITNESS the hand of said Grantor this 11 day of December, 2015.

TCFC PropCo LLC,  
a Delaware limited liability company

By: TCFC Finance Co LLC,  
a Delaware limited liability company  
Its: Sole Member

By: [Signature]  
Print Name: M. Thomas Jolley  
Title: COO

STATE OF UTAH )

COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of December, 2015, by M. Thomas Jolley, the COO TCFC Finance Co LLC, a Delaware limited liability company, the Sole Member of TCFC PropCo LLC, a Delaware limited liability company.

[Signature]  
NOTARY PUBLIC  
RESIDING AT: 1840 SUN Peak 94093

My Commission Expires:  
06/13/2016



**EXHIBIT A  
TO  
GRANT OF EASEMENT  
FOR CONSTRUCTION AND MAINTENANCE OF WASTEWATER COLLECTION  
AND TRANSPORTATION PIPELINE(S) AND APPURTENANCES**

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DEPICTION OF EASEMENT AREA

*[See Attached]*

*Exhibit A*  
**CANYONS RESORT**  
**HIGH MOUNTAIN ROAD EXTENSION 2-PHASE 1**  
**SBWRD EASEMENT**

