

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

00635175 Bk01480 Pg01159-01162

ALAN SPRIGGS, SUMMIT CO RECORDER
 2002 OCT 17 14:18 PM FEE \$1.00 BY DMG
 REQUEST: SNYDERVILLE BASIN SID

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

MJM5, LC, a Utah limited liability company, 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 below as follows (or on Exhibit 1 to this easement):

Easement "A"

A parcel of land thirty feet wide, fifteen feet either side of centerline described as follows:

Beginning at a point of the Southerly Line of the I-80 Right of Way, said point being South 89°47'32" East along the Section Line 2665.60 feet and South 00°05'40" East 662.65 feet and South 68°45'09" East 65.77 feet and South 70°15'49" East 121.75 feet and South 72°09'40" East 240.76 feet from the Northwest Corner of Section 19, Township 1 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being South 00°01'00" East 2662.16 feet between said Northwest Corner and the West Quarter Corner of said Section 19); and running thence South 03°37'55" East 149.67; thence South 45°00'00" West 498.74 feet; thence South 00°15'10" East 347.01 feet; thence South 62°36'21" East 240.37 feet; thence South 1039.78 feet; thence South 41°41'43" East 389.09 feet; thence South 03°11'34" East 915.91 feet to the point of terminus.

Easement "B"

A parcel of land thirty feet wide, fifteen feet either side of centerline described as follows:

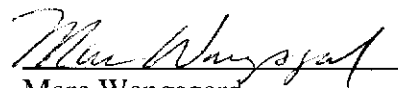
Beginning at a point which is South 89°47'32" East 2665.60 feet and South 00°05'40" East 662.65 feet and South 68°45'09" East 4.13 feet and South 00°16'14" West 2072.67 feet from the Northwest Corner of Section 19, Township

1 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being South 00°01'00" East 2662.16 feet between said Northwest Corner and the West Quarter Corner of said Section 19); and running thence North 89°43'46" East 28.43 feet; thence North 51°15'58" East 226.55 feet; thence North 65°53'23" East 63.93 feet to the point of terminus.

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. The Grantor and its successors in interest hereby reserve the right to use the surface of the land described in this easement for all purposes not inconsistent with the Grantee's use of the easement, including but not limited to construction of roads, parking lots, plazas, running track and field and landscaping improvements. The Grantor and its successors in interest hereby reserve the right to construct utilities beneath the surface of the land described in the easement and to grant utility easements to third parties for all purposes not inconsistent with the Grantee's use of the easement. 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 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 21st day of August, 2002.

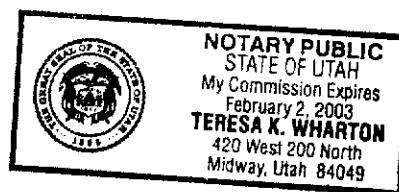

Marc Wangsgard
Member, MJM5, LC

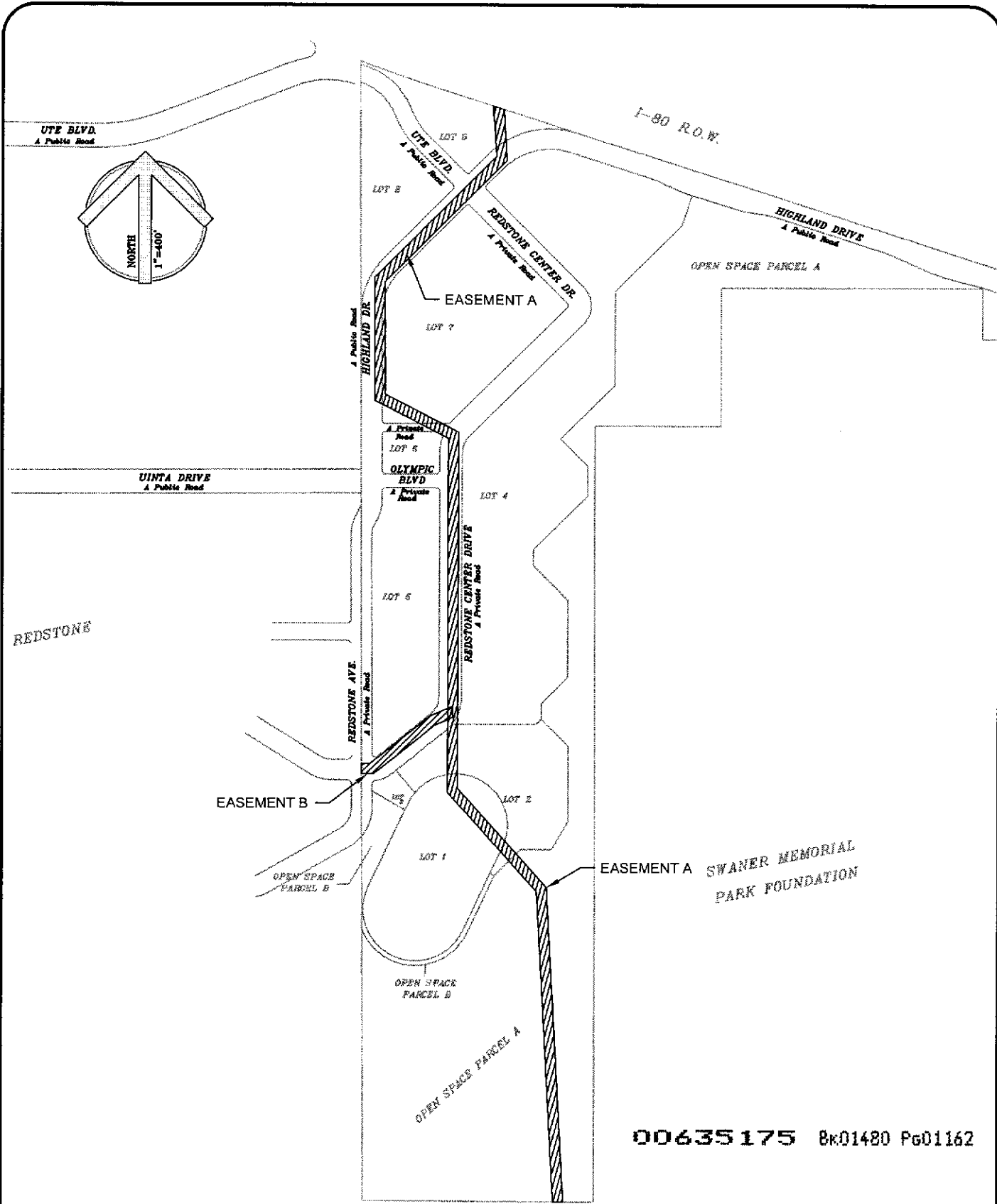
STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

On the 21st day of August, 2002, personally appeared before me Marc Wangsgard the signor of the foregoing instrument, who did personally acknowledge to me that the foregoing easement was executed by the Grantor.

Teresa K. Wharton
NOTARY PUBLIC
RESIDING AT:

My Commission Expires:
February 2, 2003





00635175 8x01480 Pg01162



Snyderville Basin Water Reclamation District

2800 Homeslead Road • Park City, Utah 84098 • Phone 435-649-7993 • Fax 435-649-8040