

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

00692436 BK1506 PG00856-00858

ALAN SPRIGGS, SUMMIT CO RECORDER
2004 MAR 22 11:59 AM FEE \$.00 BY GGB
REQUEST: SNYDERVILLE BASIN SID

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

NEWPARK CORPORATION AND NEWPARK TOWNHOMES, INC., Utah Corporations, Grantors, do 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:

A 20.00 foot wide sewer easement, more particularly described as follows:

Beginning at a 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 4.13 feet and South 00°16'14" East 663.99 feet and East 608.55 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 45°00'00" East 14.14 feet; thence South 49.24 feet; thence South 45°00'00" West 90.15 feet; thence South 42°39'11" East 74.85 feet; thence South 02°28'57" East 52.10 feet; thence South 44°14'52" West 224.32 feet; thence North 45°45'08" West 20.00 feet; thence North 44°14'52" East 215.68 feet; thence North 02°28'57" West 36.15 feet; thence North 42°39'11" West 66.71 feet; thence South 45°00'00" West 39.58 feet; thence North 45°00'00" West 20.00 feet; thence North 45°00'00" East 141.47 feet; thence North 32.67 feet; thence North 45°00'00" West 5.86 feet; thence North 45°00'00" East 20.00 feet to the point of beginning.

Containing 10,629 sq. ft. or 0.24 acres.

Together with and subject to any and all conditions, restrictions, easements and/or instruments of record.

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 judgement 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 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 16th day of March, 2004.

NEWPARK CORPORATION, a Utah Corporation

By: James A. Doiney

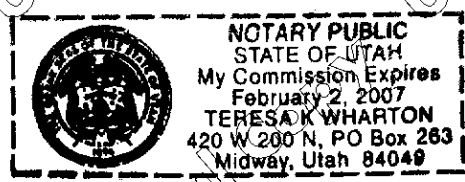
Its: Co-President

STATE OF UTAH)
COUNTY OF SUMMIT)

On the 16th day of March, 2004, personally appeared before me James A. Doiney as Co-President of Newpark Corporation 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: Summit County

My Commission Expires:
February 2, 2007





20.0' SANITARY SEWER EASEMENT,
GRANTED TO SBWRD BY SEPARATE
DOCUMENT
ENTRY No 00880402
Book 1583 Page 373-375

PARCEL S
2.37 ACRES

NEWPARK
MASTER DEVELOPMENT PARCEL PLAT
PRIVATE ROAD CENTERLINE

20.0' S.B.W.R.D.
SEWER EASEMENT

AREA OF EXISTING 20.0'
S.B.W.R.D. SEWER EASEMENT
TO BE ABANDONED.

AMENDED COMMON AREA
PRIVATE ROAD

**AMENDED
PARCEL W**
1.66 ACRES

PARK LANE NORTH
(A PRIVATE ROAD)

20.0' S.B.W.R.D.
SEWER EASEMENT

BK1606 PG0858



JACK JOHNSON COMPANY

Designing World Destinations

PARCEL W
SANITARY SEWER EASEMENT
EXHIBIT A
NEWPARK TOWNHOMES
SUMMIT COUNTY, UTAH

JJCo.#723.0104.00
03-16-04/RJSr