

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

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

NEWPARK CORPORATION, a UTAH Corporation, 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 non-exclusive permanent easement and right-of-way for the purpose of constructing, operating and maintaining one underground pipeline in the easement granted herein for the collection and transportation of wastewater 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:

Newpark Corporation NPRK-T
 Parcel T Newpark Master Development Parcel Plat
 Portion of Northeast 1/4 of Section 19 Township 1 South Range 4 East SLBM
 Wastewater Trunk Line Easement Descriptions
 Snyderville Basin Water Reclamation District

00732806 BK01692 Pg01172-01176
 ALAN SPRIGGS, SUMMIT CO RECORDER
 2005 APR 14 11:17 AM FEE \$1.00 BY GGB
 REQUEST: SNYDERVILLE BASIN SID

Permanent Easement

A variable width easement over a portion of Parcel T of Newpark Master Development Parcel Plat recorded April 14, 2003 as Entry Number 654674 in the office of the County Recorder Of Summit County, State of Utah lying within the Northeast Quarter of Section 19 in Township 1 South, Range 4 East, Salt Lake Base and Meridian and more particularly described as follows:

Commencing at a found brass cap monument marking an angle point in the southwesterly right of way line of Interstate I-80, said point bears N 89°46'23" W along the north line of said Section 19 in Township 1 South, Range 4 East, Salt Lake Base and Meridian, a distance of 2488.18 feet and S 0°00'00" E, a distance of 726.64 feet from the Northeast corner of said Section 19 in Township 1 South, Range 4 East, Salt Lake Base and Meridian;

Thence S 72°08'26" E along said southwesterly right of way of Interstate I-80, a distance of 211.01 feet to the **True Point of Beginning**;

Thence S 1°54'15" E, a distance of 42.52 feet;

Thence S 18°02'31" E, a distance of 46.51 feet;

Thence S 6°51'14" E, a distance of 39.77 feet to the northwesterly line of Highland Drive as shown on said Master Development Parcel Plat, said point being the beginning of a curve concave to the southeast the radial center of which bears S 39°08'02" E, a distance of 250.00 feet;

Thence northeasterly along the arc of said curve through a central angle of $11^{\circ}24'49''$, a distance of 49.80 feet (chord bears $N 56^{\circ}34'22'' E$, a distance of 49.72 feet);
Thence $N 11^{\circ}15'00'' W$, a distance of 68.14 feet to the beginning of a curve concave to the northeast and having a radius of 390.00 feet;
Thence northerly along the arc of said curve through a central angle of $2^{\circ}34'21''$, a distance of 17.51 feet (chord bears $N 9^{\circ}57'49'' W$, a distance of 17.51 feet) to the southwesterly right of way line of said Interstate I-80;
Thence $N 72^{\circ}08'26'' W$ along said southwesterly right of way line, a distance of 48.05 feet to the point of beginning.

Containing 4,795.79 square feet more or less.

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

Temporary Construction Easement

A variable width easement over a portion of Parcel T of Newpark Master Development Parcel Plat recorded April 14, 2003 as Entry Number 654674 in the office of the County Recorder Of Summit County, State of Utah lying within the Northeast Quarter of Section 19 in Township 1 South, Range 4 East, Salt Lake Base and Meridian and more particularly described as follows:

Commencing at a found brass cap monument marking an angle point in the southwesterly right of way line of Interstate I-80, said point bears $N 89^{\circ}46'23'' W$ along the north line of said Section 19 in Township 1 South, Range 4 East, Salt Lake Base and Meridian, a distance of 2488.18 feet and $S 0^{\circ}00'00'' E$, a distance of 726.64 feet from the Northeast corner of said Section 19 in Township 1 South, Range 4 East, Salt Lake Base and Meridian;
Thence $S 72^{\circ}08'26'' E$ along said southwesterly right of way of Interstate I-80, a distance of 259.06 feet to the **True Point of Beginning**;
Thence $S 72^{\circ}08'26'' E$ continuing along said southwesterly right of way line of Interstate I-80, a distance of 11.00 feet;
Thence $S 11^{\circ}15'00'' E$, a distance of 77.57 feet to the northwesterly line of Highland Drive as shown on said Master Development Parcel Plat, said point being the beginning of a curve concave to the southeast the radial center of which bears $S 25^{\circ}20'40'' E$, a distance of 250.00 feet;
Thence southwesterly along the arc of said curve through a central angle of $2^{\circ}22'34''$, a distance of 10.37 feet (chord bears $S 63^{\circ}28'03'' W$, a distance of 10.37 feet);
Thence $N 11^{\circ}15'00'' W$, a distance of 68.14 feet to the beginning of a curve concave to the northeast and having a radius of 390.00 feet;
Thence northerly along the arc of said curve through a central angle of $2^{\circ}34'21''$, a distance of 17.51 feet (chord bears $N 9^{\circ}57'49'' W$, a distance of 17.51 feet) to the point of beginning.

Containing 814.46 square feet more or less.

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

The Temporary Construction Easement will automatically terminate upon the later of: (i) completion of the initial installation of the pipeline and facilities in the permanent easement area, (ii) December 31, 2005, or (iii) all construction, warranty and restoration work on the easement area.

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 pipeline and facilities as 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 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 pipeline 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 pipeline and related facilities 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 pipeline and facilities 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 11th day of April, 2005.



NEWPARK CORPORATION

STATE OF UTAH)
)
COUNTY OF SUMMIT)

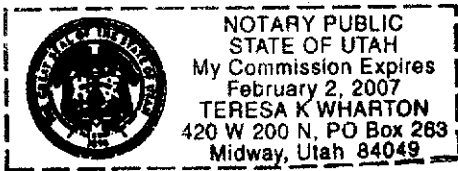
On the 11th day of April, 2005, personally appeared before me

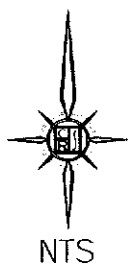
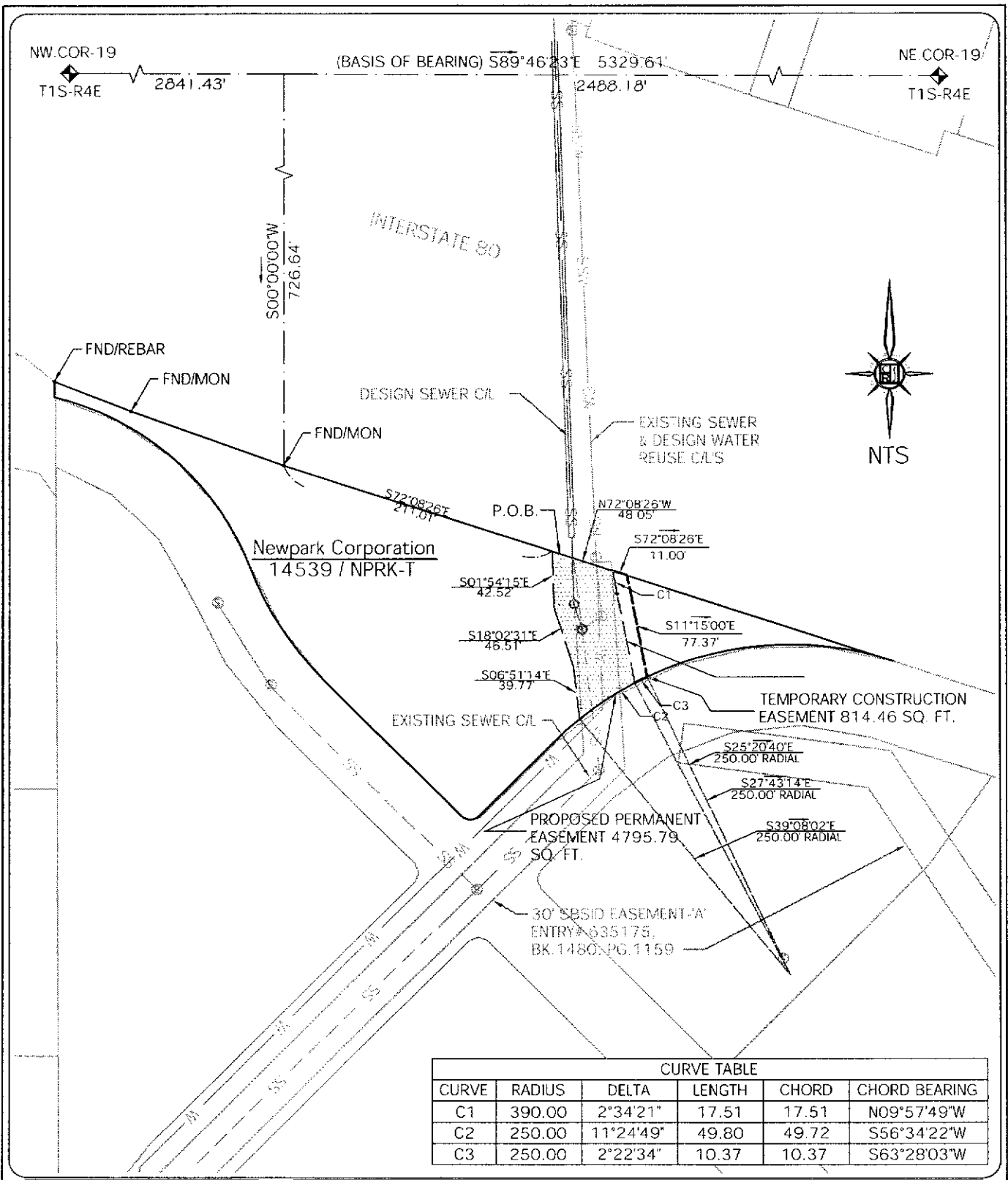
Jim Doolney the signor of the foregoing instrument, who did personally acknowledge to me that the foregoing easement was executed by the Grantor.

2/2/07
My Commission Expires:

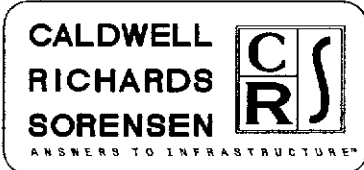
NOTARY PUBLIC
RESIDING AT:

Teresa K. Wharton





CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	390.00	2°34'21"	17.51	17.51	N09°57'49"W
C2	250.00	11°24'49"	49.80	49.72	S56°34'22"W
C3	250.00	2°22'34"	10.37	10.37	S63°28'03"W



031105.11 SBWRD EASEMENT EXHIBIT
 Newark Corporation
 Tax Parcel / NPRK-T / Report #14539
 PARK CITY, UTAH 84098

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

BK1692-PG1176