

Return to:
Snyderville Basin Special Recreation District
Attn: District Director
5715 Trailside Dr.
Park City, UT 84098

Project Name: Silver Creek Village
Project Tract Number: See Exhibit A

RECORDING FEES EXEMPT
AS PER SECTION 63J-1-505
UTAH STATE CODE

ENTRY NO. 01071087

06/08/2017 10:56:43 AM B: 2413 P: 0400

Easements PAGE 1/3

MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER
FEE 0.00 BY SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT



TEMPORARY ACCESS AND STORAGE EASEMENT

Snyderville Basin Special Recreation District, a special service district of the State of Utah, **Grantor**, whose principal office is located at 5715 Trailside Dr., Park City, Utah 84098, for good and valuable consideration, receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to **Liberty Capital Lending, LLC**, a Utah limited liability company, **Grantee**, whose principal office is located at 6028 South Ridgeline Dr., Ogden, Utah 84405, its successors, assigns and contractors, a non-exclusive **Temporary Access and Storage Easement** to store nonhazardous materials thereon, and right-of-way over and across a portion of a parcel of real property owned by Grantor located in Summit County, State of Utah, as more particularly described in **Exhibit "A"** hereto, and incorporated herein by this reference (together, the "**Property**").

Following completion of Grantee's activities, Grantee shall, as close as practical, restore the Property, including any access thereto, to its condition prior to the commencement of the Grantee's activities, subject to Grantor's reasonable approval. This Temporary Access and Storage Easement shall terminate by its own terms twenty-four (24) months from execution thereof unless extended in writing as agreed to by both Parties.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot or has not been waived.

Grantee shall indemnify and hold the Grantor and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the Grantor arising out of, in connection with, or incident to the execution of this Temporary Access and Storage Easement and/or Grantee's defective performance or failure to perform any aspect of this Temporary Access and Storage Easement; provided, however, that if such claims are caused by or result from the concurrent negligence of the Grantor, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Grantee; and provided further, that nothing herein shall require Grantee to hold harmless or defend the Grantor, its agents, employees and/or officers from any claims arising

from the sole negligence of the Grantor, its agents, employees, and/or officers. The provisions of this paragraph shall survive the expiration or termination of this Temporary Access and Storage Easement.

Under no circumstances shall "**Hazardous Substances**" be stored upon the Property. Hazardous Substance means any hazardous or toxic waste, substance or material as presently defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 5101, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901, et seq.; the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et seq.; the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et seq.; the Hazardous Liquid Pipeline Safety Act, 49 U.S.C.A. Section 60101, et. seq.; the Utah Safe Drinking Water Act, Utah Code Ann. §19-4-101, et. seq.; the Utah Water Quality Act, Utah Code Ann. §19-5-101, et. seq.; the Utah Solid & Hazardous Waste Act, Utah Code Ann. §19-6-101, et. seq., 49 CFR 195.2, and any successor State or Federal environmental laws which define Hazardous Substances.

IN WITNESS WHEREOF, the Grantor has caused this easement to be executed by its respective duly-authorized representative this 18th day of May, 2017.

SNYDERVILLE BASIN SPECIAL
RECREATION DISTRICT

SUMMIT COUNTY COUNCIL ACTING AS
THE GOVERNING BOARD

By: *Christopher F. Robinson*
Print Name: Christopher F. Robinson
Title: Chair

STATE OF UTAH)
 :ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 18th day of May, 2017, by Christopher F. Robinson, in his capacity as Chair, Summit County Council.



Stacy Carpenter
Notary Public

EXHIBIT A

Lot 1 on the recorded plat, also known as Parcel 11.3 in the Development Agreement for Silver Creek Village recorded as Entry No. 01025271 in the official records of the Summit County Recorder, Book 2307 beginning at Page 1549. The easement covers current parcel numbers:

SS-30-A SS-30-A-1 through SS-30-A-8 SS-48-B SS-48-B-1

