

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

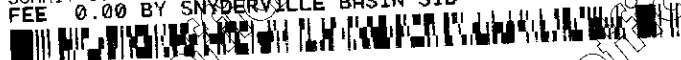
ENTRY NO. 01099007

09/27/2018 10:15:10 AM B: 2480 P: 1397

Easements PAGE 1/40

SUMMIT COUNTY, UTAH RECORDER

FEE 0.00 BY SNYDERVILLE BASIN SID



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

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

Liberty Capital Lending LLC, a Utah Limited Liability Company, Grantor, does 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:

SBWRD EASEMENT 'A'

A 20 foot wide easement lying within, in the Southwest Quarter of Section 15, Township 1 South, Range 4 East, Salt Lake Base & Meridian, Summit County, Utah more particularly described as follows:

Commencing at the southwest corner of said Section 15, a found stone and running thence South 89°43'02" East, a distance of 1,461.13 feet along the northerly line of said Section 22 and thence North, a distance of 1,203.05 feet to the true **Point of Beginning**, and running thence North 35°12'07" East 514.36 feet; thence North 64°02'05" East 7.82 feet; thence South 25°57'55" East 18.52 feet; thence South 35°12'07" West 130.98 feet; thence South 34°55'53" East 193.64 feet; thence South 55°04'07" West 20.00 feet; thence North 34°55'53" West 186.41 feet; thence South 35°12'07" West 217.97 feet; thence South 34°55'53" East 112.34 feet; thence South 55°04'07" West 20.00 feet; thence North 34°55'53" West 105.11 feet; thence South 35°12'07" West 123.60 feet to a point on a 475.00 foot radius non-tangent curve to the left, the center of which bears South 44°22'43" West; thence Northwesterly 20.20 feet along the arc of said curve through a central angle of 02°26'10" (chord bears North 46°50'22" West 20.19 feet) to the **Point of Beginning**.

Containing 16,340 square feet or 0.38 acres, more or less.

This easement is contained within Parcel SCVC-2

SBWRD EASEMENT 'B'

A 20 foot wide easement lying within, in the Southwest Quarter of Section 15, Township 1 South, Range 4 East, Salt Lake Base & Meridian, Summit County, Utah more particularly described as follows:

Commencing at the southwest corner of said Section 15, a found stone and running thence South 89°43'02" East, a distance of 1,371.31 feet along the northerly line of said Section 22 and thence North, a distance of 1,229.91 feet to the true **Point of Beginning**, and running thence North 55°41'16" West 9.62 feet; thence North 66°51'49" West 12.02 feet; thence North 23°08'11" East 20.00 feet; thence South 66°51'49" East 13.98 feet; thence South 55°41'16" East 10.38 feet; thence South 30°53'10" West 20.04 feet to the **Point of Beginning**.

Containing 460 square feet or 0.01 acres, more or less.

This easement is contained within Parcel SCVC-2

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 25 day of Sept, 2018.

Liberty Capital Lending LLC

By: *Matthew Lowe*

Name: Matthew Lowe

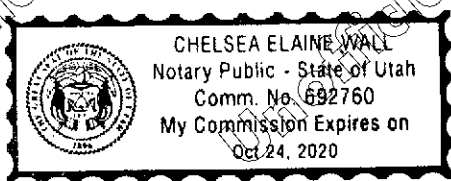
Title: Manager

STATE OF UTAH

COUNTY OF SUMMIT

On this 25th day of September, 2018, personally appeared before me Matthew Lowe, who being duly sworn, did say that he is the signer of the within instrument, and that the within and foregoing Grant of Easement was signed on behalf of Liberty Capital Lending LLC, with actual and requisite authority, and said signer acknowledged to me that he/she executed the same.

S
E
A
L



Chelsea Elaine Wall
Notary Public



NORTH

SCALE 1"=200'

SILVER CREEK VILLAGE
SCVC-2
SBWRD EASEMENT

