

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

01137686 B: 2586 P: 1231

Page 1 of 5

Rhonda Francis Summit County Recorder
07/30/2020 02:49:27 PM Fee \$40.00

By Cottonwood Title Insurance Agency, Inc.
Electronically Recorded

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

CW Larsen Village, LLC, a Utah limited liability company and Liberty Capital Lending, LLC, Grantors, 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'

An easement lying within, in the Northwest quarter of Section 22, Township 1 South, Range 4 East, Salt Lake Base & Meridian, Summit County, Utah more particularly described as follows:

Commencing at the northwest corner of said Section 22, a found stone and running thence South 89°43'02" East, a distance of 617.71 feet along the northerly line of said Section 22 and thence South, a distance of 144.76 feet to the true **Point of Beginning**, and running thence South 67°15'01" East 20.00 feet; thence South 22°44'59" West 107.75 feet; thence South 67°15'01" East 261.89 feet; thence South 13°35'38" West 127.48 feet; thence South 75°53'50" East 100.61 feet to a point on a 63.00 foot radius non-tangent curve to the left, the center of which bears North 79°15'04" East; thence Southerly 24.95 feet along the arc of said curve through a central angle of 22°41'12" (chord bears South 22°05'32" East 24.78 feet); thence North 75°53'50" West 135.06 feet; thence North 13°35'38" East 130.27 feet; thence North 67°15'01" West 244.85 feet; thence South 22°44'59" West 84.45 feet; thence North 67°15'01" West 20.00 feet; thence North 22°44'59" East 212.20 feet to the Point of Beginning.

Containing 14,225 square feet or 0.33 acres, more or less.

This easement is contained within Parcels SCVC-16 & SCVC-18

SBWRD EASEMENT 'B'

An easement lying within, in the Northwest quarter of Section 22, Township 1 South, Range 4 East, Salt Lake Base & Meridian, Summit County, Utah more particularly described as follows:

Commencing at the northwest corner of said Section 22, a found stone and running thence South 89°43'02" East, a distance of 1,153.69 feet along the northerly line of said Section 22 and thence South, a distance of 142.91 feet to the true **Point of Beginning**, and running thence North 89°54'51" East 153.93 feet; thence South 00°05'09" East 20.00 feet; thence South 89°54'51" West 153.93 feet; thence North 00°05'09" West 20.00 feet to the Point of Beginning.

Containing 3,079 square feet or 0.07 acres, more or less.

This easement is contained within Parcel SCVC-16

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.

Revised and Readopted 4/20

WITNESS the hand of said Grantor this 17 day of July, 2020

Liberty Capital Lending, LLC

By: Matthew Lowe

Name: Matthew Lowe

Title: Manager

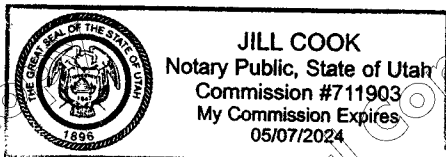
STATE OF UTAH)

: ss.

COUNTY OF SUMMIT)

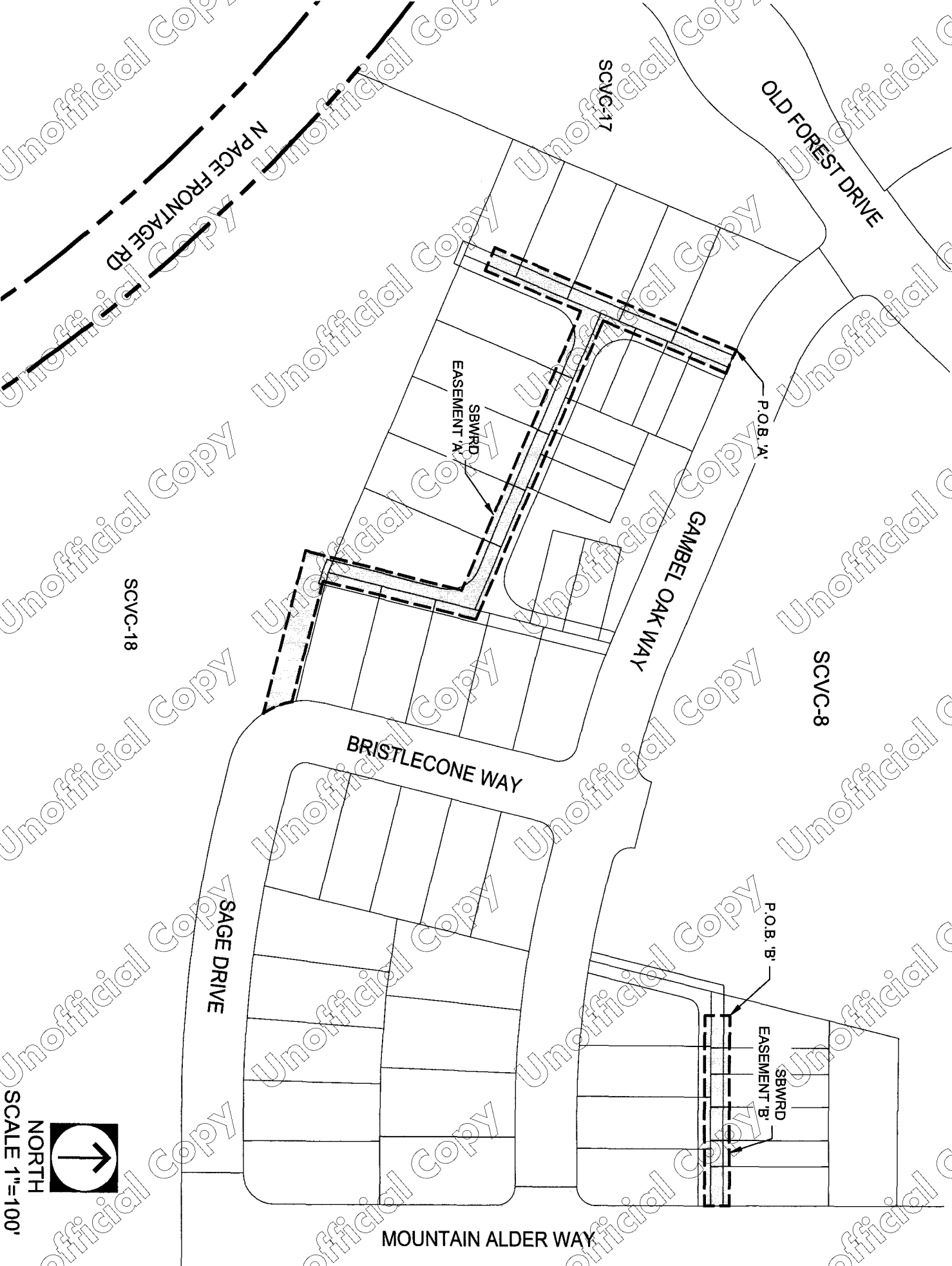
On this 17 day of July, 2020, personally appeared before me Matthew Lowe, who being duly sworn, did say that he/she is the signer of the within instrument, and that the within and foregoing Grant of Easement was signed on behalf of Liberty Capital Lending, LLC, with actual and requisite authority, and said signer acknowledged to me that he/she executed the same.

S
E
A
L



Jill Cook
Notary Public

SILVER CREEK VILLAGE CENTER
SCVC-16 SBWRD EASEMENT EXHIBIT



SCVC-18

SCVC-17

SCVC-8

