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Rhonda Francis Summit County Recorder

09/08/2023 04:31:06 PM Fee \$40.00

By COTTONWOOD TITLE INSURANCE AGENCY, INC.

Electronically Recorded

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

149390 - MCF

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

Park City Municipal Corporation, 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:

THE BASIS OF BEARING FOR THIS EASEMENT IS NORTH 0°20'21" EAST 2640.95 FEET MEASURED BETWEEN THE FOUND MONUMENTS AT THE SOUTHWEST CORNER AND WEST QUARTER CORNER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT WHICH IS THE NORTHWESTERLY PROPERTY CORNER OF LOT "B" THE YARD SUBDIVISION-FIRST AMENDED, OWNED BY THE PARK CITY MUNICIPAL CORP, (PARCEL YARD-B-1AM-X), SAID POINT BEING SOUTH 89°38'46" EAST 1891.39 FEET, AND SOUTH 0°21'14" WEST 266.57 FEET, FROM THE FOUND MONUMENT AT THE WEST QUARTER CORNER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING, THENCE NORTH 87°51'07" EAST, 84.18 FEET TO THE NORTHEASTERLY CORNER OF SAID PROPERTY; THENCE ALONG SAID EASTERLY PROPERTY LINE, SOUTHEASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAS A RADIUS OF 537.41 FEET, (CHORD BEARS SOUTH 40°05'38" EAST 2.00 FEET), THROUGH A CENTRAL ANGLE OF 0°12'48", FOR AN ARC DISTANCE OF 2.00 FEET; THENCE SOUTH 79°06'56" WEST, 88.20 FEET TO THE SAID WESTERLY LINE OF SAID PROPERTY; THENCE NORTHERLY ALONG SAID WESTERLY LINE, AND A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 610.33 FEET, (CHORD BEARS NORTH 4°30'50" EAST 15.08 FEET), THROUGH A CENTRAL ANGLE OF 1°24'55", FOR AN ARC DISTANCE OF 15.08 FEET, TO THE POINT OF BEGINNING.

LOCATED IN THE SOUTHWEST QUARTER OF SAID SECTION 9

CONTAINING 707 S.F OR 0.0162 ACRES

This easement is contained within Parcel YARD-B-1AM-X

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 23rd day of August, 2023.

Park City Municipal Corporation

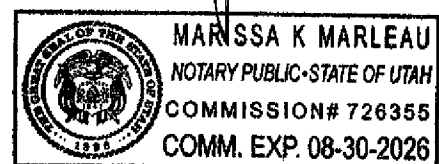
By: Nann Worel
Nann Worel, Mayor

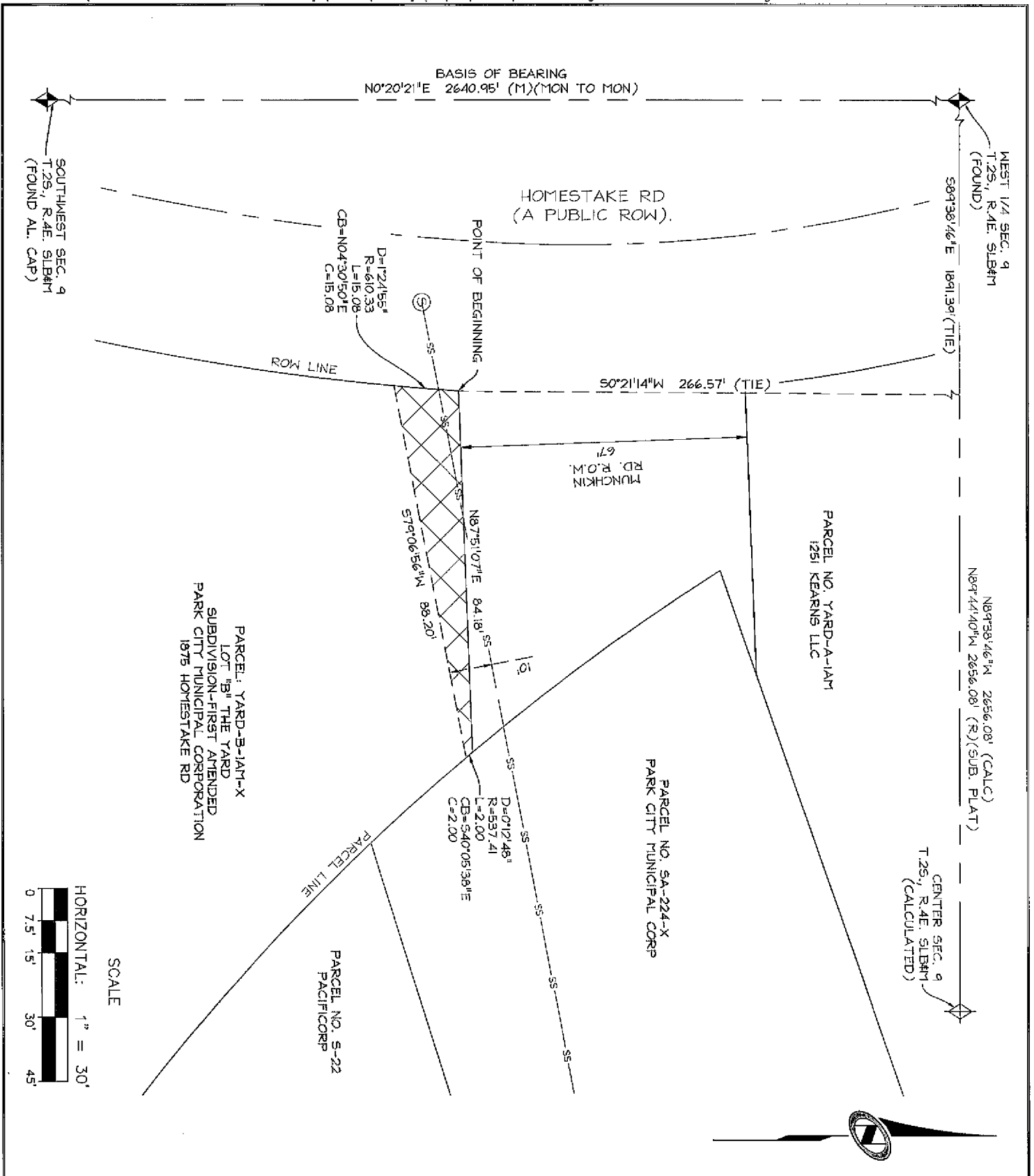
STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)


On this 23rd day of August, 2023, personally appeared before me
Nann Worel, 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 Park City Municipal Corporation, with actual and requisite authority, and said signer
acknowledged to me that he/she executed the same.

S
E
A
L

[Signature]
Notary Public





 <p>1588 SOUTH MAIN STREET SUITE 200 SALT LAKE CITY, UT 84115 801.743.1300</p>	<p>SEWER EASEMENT - ENGINEHOUSE PARCEL YARD-B-1AM-X - PARK CITY MUNI. CORP. PARK CITY, SUMMIT CO., UTAH</p> <p>TCC JOB NO: 21-130</p> <p>DATE: 2023-08-21</p>	<p>SHEET NUMBER</p> <p>1 of 1</p>
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