

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

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

Summit County \_\_\_\_\_, a(n) A Body Politic \_\_\_\_\_, 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 permanent easement and  
right-of-way for the purpose of reconstructing, operating and maintaining an underground pipeline  
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:

*Commencing at the Northwest corner of Section 19, Township 1 South, Range 4  
East, Salt Lake Base and Meridian; thence South 0° 01' 25" East, a distance of  
943.04 feet; thence South 89° 13' 11" East, a distance of 1236.29 feet; thence South  
0° 30' 50" West a distance of 348.00 feet to the point of beginning, said point being  
the intersection of an existing sewer line and the East property line of a parcel of  
property as described in Book 1249 Page 691 of the Summit County Recorder's  
Office; thence along the centerline of a 20 foot wide easement North 51° 21' 16"  
West, a distance of 250.00 feet to a point 10 feet beyond an existing sewer manhole.*

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 and replace, the pipeline 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, may endanger the safety of or interfere  
with the operation of Grantee's facilities. Unless an emergency situation exists which would require  
immediate access to the easement, the District will give written notice to the Grantor 30 days in  
advance of any trimming, clearing or removal so that the Grantor has an opportunity to cure the  
endangerment or interference. The Grantor and its successors in interest hereby forever relinquish  
the right to construct any improvement which would interfere with the operation, replacement or

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ALAN SPRIGGS, SUMMIT CO RECORDER  
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REQUEST: SUMMIT COUNTY ENGINEERING DEPT

repair of the pipelines 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 sewer pipeline constructed by or for the Grantee.

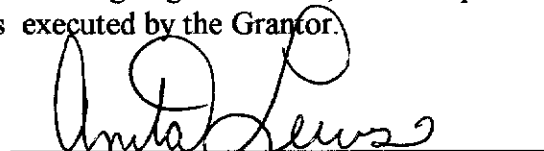
The easement granted herein is subject to the condition that the Grantee shall indemnify and hold harmless, the Grantor, its heirs and successors against any and all liability caused by the acts of the Grantee, its contractors or agents, during the construction, operation or maintenance of the sewer 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 7 day of November, 2002

  
Summit County Commission

STATE OF UTAH )  
COUNTY OF SUMMIT )

On the 12 day of November, 2002, personally appeared before me Shauna Kerr the signor of the foregoing instrument, who did personally acknowledge to me that the foregoing easement was executed by the Grantor.

  
NOTARY PUBLIC  
RESIDING AT:

My Commission Expires:  
3/10/2003

