

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

00663114 Br01545 Pg00979-00981

ALAN SPRIGGS, SUMMIT CO RECORDER
2003 JUN 25 10:09 AM FEE \$1.00 BY DMG
REQUEST: SHYDERVILLE BASIN SID

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

Rolls-Royce Gear Systems, a Delaware Corporation, 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 constructing, operating and maintaining one or more underground pipelines 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:

Beginning at the South Corner of Lot 2 of Silver Creek Commerce Center Subdivision, said point being on the Northerly Right-of-Way line of Silver Creek Drive, which point is also South 89° 43' 02" East along the section line 2051.25 feet and South 2342.39 feet from the Northwest Corner of Section 22, Township 1 South, Range 4 East, Salt Lake Base and Meridian. Thence Northeasterly along a non-tangent 1334.57 foot radius curve to the right 20.02 feet (chord bears North 55° 20' 53" East 20.02 feet); thence North 37° 00' 00" West 35.82 feet; thence South 53° 00' 00" West 20.00 feet to a point on the West property line of said Lot 2; thence along the said property line South 37° 00' 00" East 35.00 feet to the point of beginning.

Containing 708.7 square feet.

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 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 judgement 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 construct any 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 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 11 day of JUNE, 2003.

[Grantor's Name]

STATE OF UTAH)
COUNTY OF SUMMIT)

On the 11th day of June, 2003, personally appeared before me Jessica Acedo the signor of the foregoing instrument, who did personally acknowledge to me that the foregoing easement was executed by the Grantor.

Jessica Acedo
NOTARY PUBLIC
RESIDING AT: Park City, Ut

My Commission Expires:

10-15-06



LOT 2 SILVER
CREEK COMMERCE
CENTER

NORTH



S53°00'00"W 20.00'

N37°00'00"W 35.82'

S37°00'00"E 35.00'

LOT 1 SILVER
CREEK COMMERCE
CENTER

RADIUS=1334.57'
LENGTH=20.02'
CHORD=N55°20'53"E

SILVER CREEK DRIVE
RIGHT-OF-WAY