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8113887

When recorded return to:

Town of Alta  
 P.O. Box 8016  
 Alta, Utah 84092-8016

8113887  
 01/08/2002 11:07 AM NO FEE  
 Book - 8551 Pg - 9284-9286  
 GARY W. OTT  
 RECORDER, SALT LAKE COUNTY, UTAH  
 TOWN OF ALTA  
 BY: ROJ, DEPUTY - MA 3 P.

Space above for County Recorder's use  
 PARCEL I.D.# 30-04-101-012

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

Joanne L. Shrontz, Grantor, does hereby convey and warrant to the Town of Alta of the state of Utah, Grantee, of Salt Lake County, Utah, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, a temporary construction 25' easement, 10' on the north side and 15' on the south side of centerline, and right-of-way for the purpose of constructing only, and a permanent 20' easement, 10' each side of the centerline, and right-of-way for the purpose of operating and maintaining one or more underground utilities in the easement granted herein for the collection and transportation of wastewater as permitted by the Grantee in the exclusive discretion of the Grantee, over, across, through and under the premises of the Grantor situated in Salt Lake County, Utah which are more specifically described below and shown on exhibit 1 to this easement as follows:

Located in the NE corner of Section 5 and the NW corner Section 4, Township 3 South, Range 3 East, Salt Lake Base and Meridian. Point of beginning being the proposed manhole located on the existing sewer line south of the Alta Ski Lift Company vehicle Maintenance Shop. Following the centerline of a 25' temporary construction utilities easement and a permanent 20' operation and maintenance easement, said centerline being the alignment of proposed sewer line. From said point of beginning being more particularly described as follows: thence N 27°59'33" E 314.01 feet; thence N 04°29'13" W 146.55 feet; thence N 01°42'34" E 168.61 feet; thence N 34°07'33" E 83.83 feet; thence 136.05 feet along the arc of a 300.00 foot radius curve to the left, having a central angle of 25°58'58"; thence N 08°08'36" E 75.82 feet; thence 71.06 feet along the arc of a 500.00 foot non-tangent curve to the right, bearing to radius point is S 36°03'12" E, having a central angle of 08°08'36"; thence N 66°55'43" E 102.37 feet; thence N 22°46'08" E 61.51 feet; thence N 50°00'11" E 130.48 feet; thence 114.01 feet along the arc of a 332.84 foot non-tangent curve to the right, bearing to radius point is S 15°20'02" E, having a central angle of 19°37'37"; thence S 55°02'21" E 284.81 feet to the proposed end of said sewer line. The length of said centerline easement being approximately 1,691 feet.

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Also see Exhibit 1.

Also granting to the Town of Alta, Grantee 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 Grantee for the collection and transportation of wastewater. 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 which would interfere with the right of the Grantee to operate, maintain, repair or replace the pipelines 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 pipelines provided for in this easement; the Grantors 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 Grantees 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 9<sup>th</sup> day of August, 2001.

*Joanne L. Shrontz*

Joanne L. Shrontz

STATE OF UTAH )

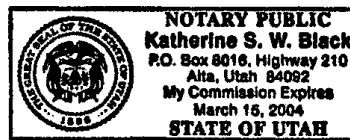
COUNTY OF SALT LAKE )

On the 9 day of August, 2001, personally appeared before me Joanne Shrontz the signor of the foregoing instrument, who did personally acknowledge to me that the Grantor executed the foregoing easement.

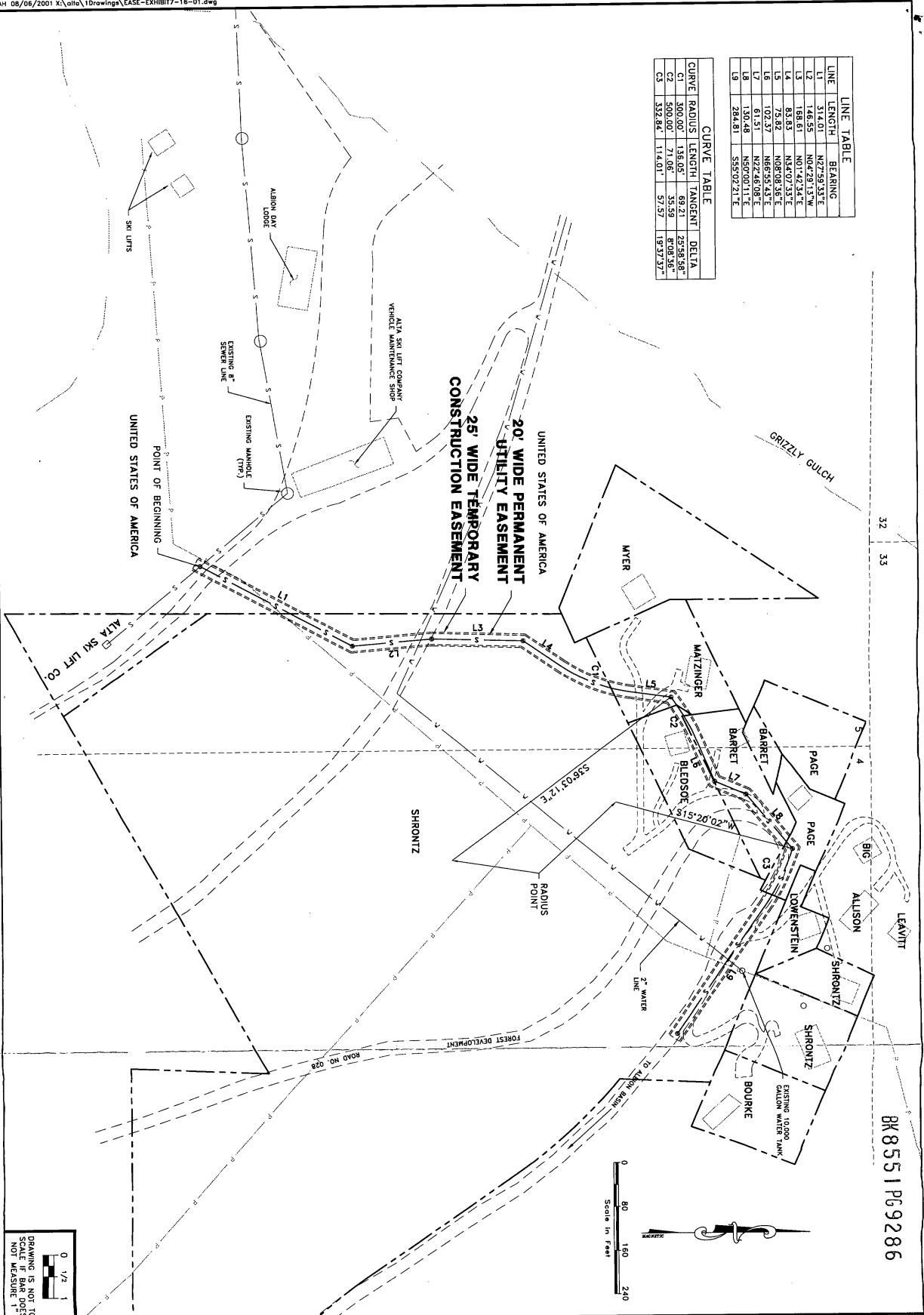
*Katherine S. W. Black*

NOTARY PUBLIC  
RESIDING AT: SALT LAKE COUNTY

My Commission Expires 3/15/04



BK8551PG9285

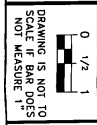
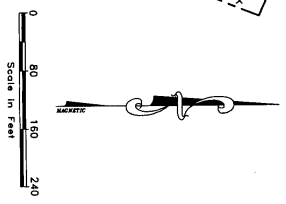


LINE	LENGTH	BEARING
L1	314.01'	N27°59'33\"/>

CURVE	RADIUS	LENGTH	TANGENT	DELTA
C1	500.00'	136.05'	69.21'	29°58'58\"/>

32 33

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SHEET  
1

**AQUA**  
ENGINEERING, INC.  
1610 SOUTH MAIN SUITE C BOUNTIFUL, UT 84010  
PHONE (801) 289-1327 FAX (801) 289-0153

TOWN OF ALTA  
PHASE #5 SEWER LINE EXTENSION

EXHIBIT 1

REVISIONS	
NO.	DATE

ENGINEERS SEAL

DESIGN: LSR  
DRAWN: KRB  
CHECKED: LSR  
SCALE: HORIZ. 1" = 100'  
VERT. 1" = 100'  
DATE: JUNE 2001