

WHEN RECORDED, RETURN TO:

Oakley City  
P.O. Box 129  
Oakley, UT 84055

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

SNOW MOUNTAIN, LC., Grantor, does hereby convey and warrant as to the property of the Grantor only, to Oakley City, a municipal corporation of the state of Utah, 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 described on Exhibit 1 ("Easement Area") 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 Grantee in the exclusive discretion of the Grantee, over across, through and under the premises of the Grantor situated in Summit County, Utah.

Also granting to the 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 permanent improvement which would interfere with the operation, replacement or repair of the pipelines constructed and maintained under the provisions of this easement. Grantor covenants that it will repair and return the Easement Area to its condition prior to any construction, maintenance or repair performed by Grantee. Grantee covenants to use reasonable efforts to minimize interference with Grantor's business operations at Grantor's property surrounding and adjacent to the Easement Area.

The easement granted herein is subject to the condition that the Grantee shall indemnify and hold the Grantor, its heirs and successors against any and all third party claims or 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. 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.

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ALAN SPRIGGS, SUMMIT CO RECORDER  
2002 JUL 10 10:17 AM FEE \$ .00 BY DRG  
REQUEST: OAKLEY CITY



# EXHIBIT

## 1

**Sewer Easement Legal Description:**

A 20 foot wide easement ten feet either side of the following center line beginning at a point which is South 37°07'24" West 2534.87 feet from the Northeast Corner of Section 20, Township 1 South, Range 6 East, Salt Lake Base and Meridian (said point being on the Southerly line of Weber Canyon Road); and running thence South 01°14'10" West 1630.50 feet; thence North 83°43'54" West 458.13 feet; thence South 22°10'58" West 260.98 feet; thence South 64°18'30" West 308.75 feet; thence South 60°18'25" West 275.19 feet; thence South 69°01'59" West 400.75 feet; thence South 70°14'35" West 400.56 feet; thence South 70°23'33" West 365.45 feet; thence South 86°05'56" West 193.89 feet; thence North 88°36'30" West 337.56 feet; thence South 78°32'52" East 214.78 feet; also beginning at a point which is South 23°12'06" West 3972.55 feet from the Northeast Corner of Section 20, Township 1 South, Range 6 East, Salt Lake Base and Meridian; and running thence North 61°36'02" East 402.65 feet thence North 82°04'37" East 216.41 feet.