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

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ALAN SPRIGGS, SUMMIT CO RECURDER 2006 OCT 06 14:24 PM FEE \$\ \$.00 BY GGE REQUEST: SNYDERVILLE BASIN SID

## FOR CONSTRUCTION AND MAINTENANCE OF PIPELINE(S) AND RELATED FACILITIES

Crandall Ford-Mercury, Grantor(s), 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 operating, maintaining, servicing and/or removing an underground pipeline in the easement granted herein, 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:

## Exhibit "A"

Crandall Ford-Mercury / PP-52-F
Portion of Section 13 Township 1 South, Range 3 East
Salt Lake Base and Meridian
Abandoned Wastewater Trunk Line Easement Description
Snyderville Basin Water Reclamation District

## **Permanent Easement**

A 2 foot wide easement, 1 foot each side of an abandoned sewer line, over that portion of the northeast quarter of Section 13 in Township 1 South, Range 3 East, Salt Lake Base and Meridian, in the County of Summit, State of Utah, more particularly described as follows:

Beginning at the center line of said sewer line and said easement at a point on the north property line of Cornu Parcel 1 as shown on a Record of Survey recorded December 20, 2001 file number S-4172 in the office of the county recorder of said county, said point being South 0°09'46" East along the east line of said Section 13, Township 1 South, Range 1 East, Salt Lake Base and Meridian, 2237.27 feet, and West 236.02 feet, and South 69°42'35" West 201.18 feet from the Northeast corner of said Section 13:

Thence North 40°58'06" West along said center line 276.22 feet;

Thence North 38°09'22" West along said center line 103.86 feet to the point where said sewer line and said easement intersects are existing sewer easement recorded as Entry no. 733386 of Book 1693, Pages 1693-1697.

Containing 760.18 square feet more or less.

All bearings and distances are based upon the Utah Coordinate System of 1983 North Zone.

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 with the right to operate, maintain, repair, replace, augment and/or remove the pipeline and facilities of the District as deemed necessary by the District. Grantor may construct a structure or other improvements across the permanent easement and right.

BK1822 PG0113

of-way subject to written approval of the structure or improvements by the District prior to Grantor beginning construction or excavation, and so long as the existing abandoned trunkline buried in the easement is not excavated or damaged causing release of the materials in the abandoned trunkline to the environment. The easement granted herein is subject to the condition that the Grantor shall indemnify and hold harmless, the District, its heirs and successors against any and all liability caused by the acts of the Grantor, its contractors or agents, during the construction, operation or maintenance of any structure or facility to be located over and across the permanent easement and right-of-way. The easement granted herein is further subject to the condition that the District shall indemnify and hold harmless, the Grantor, its heirs and successors against any and all liability caused by the acts of the District, its contractors or agents, during the construction, operation, maintenance, or removal of the facilities to be located in this easement; the Grantor's right to indemnification or to be held harmless by the District under the terms of this paragraph is expressly conditioned upon prompt and immediate notice to the District of any claim or demand which would cause a claim against the District and upon the right of the District to defend any claim against the Grantor subject to indemnification. This provision shall not be interpreted or construed to waive the rights of the District to assert affirmative defenses to claims provided under the Utah Governmental Immunity

WITNESS the han	nd of said Grantor this _	16 day of 1	UGUST	, 2006.
		Lotu to	(under	7100
		Crandall Ford-		-
STATE OF UTAH				A STATE
COUNTY OF SUMMIT On the 2	day of <u>Augus</u> the signor of the fore	, 2006,	personally app	eared before me
Robert M. Cearda	// the signor of the fore	going instrument, w	vho did persona	lly acknowledge
to me that the foregoing ea				-
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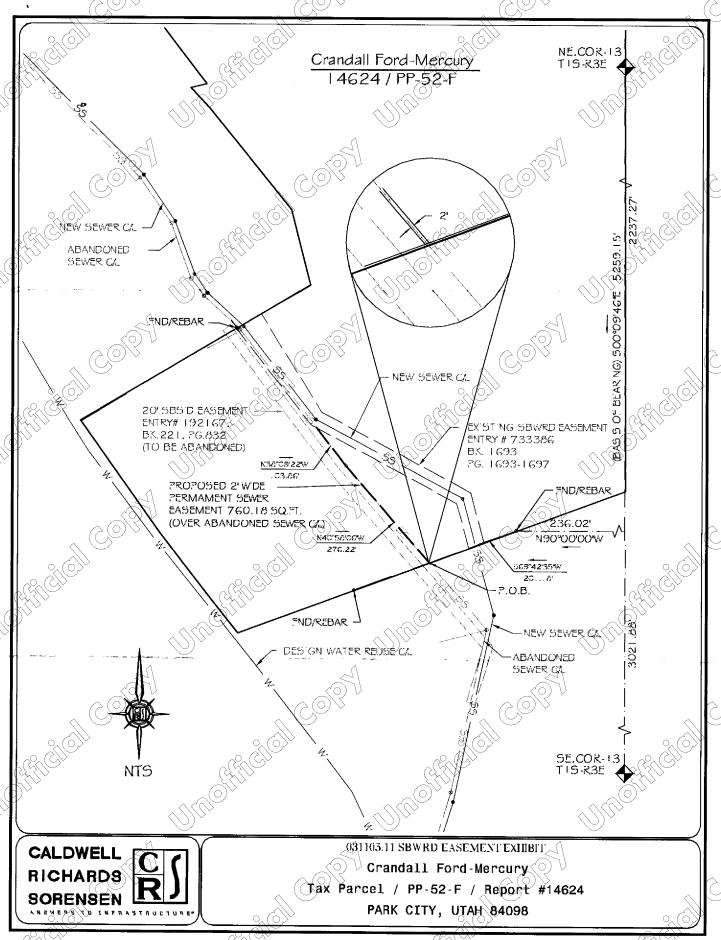
My Commission Expires:

NOTARY PUBL
JILL SANGEN
325 E. Spring Company

NOTARY PUBLIC
JILL SARGENT
325 E. Spring Canyon Rd.
Coalville Utab \$4017
Comm Exp. Jac. 22, 2008
STATE OF UTAH

NOTARY PUBLIC RESIDING AT:

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## RECORDER'S NOTE

LEGIBILITY OF WRITING, TYPING OR PRINTING UNSATISFACTORY IN THIS DOCUMENT WHEN RECEIVED.