

Reels 10115

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)**

*The Boyer Company*, a(n) *L.L.C.*, 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:

A 20 foot wide sanitary sewer easement lying 10 feet all around the following described centerline:  
Beginning at a point South 89°46'57" East, 2664.47 feet, and South 0°16'14" East, 2746.08 feet from the Northwest corner of Section 19, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running thence 10 feet on either side of the following four (4) courses; North 0°20'48" West, 405.90 feet, South 89°58'31" West, 361.87 feet, North 59°2'33" West, 332.92 feet, North 80°41'48" West, 212.56 feet.

A 20 foot wide sanitary sewer easement lying 10 feet all around the following described centerline:  
Beginning at a point South 89°46'57" East, 2285.91 feet, and South 0°16'14" East, 2672.27 feet from the Northwest corner of Section 19, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running thence 10 feet on either side of the following course; South 32°22'10" West, 20.48 feet.

A 20 foot wide sanitary sewer easement lying 10 feet all around the following described centerline:  
Beginning at a point South 89°46'57" East, 1792.31 feet, and South 0°16'14" East, 2429.58 feet from the Northwest corner of Section 19, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running thence 10 feet on either side of the following course; South 31°7'41" West, 41.16 feet.

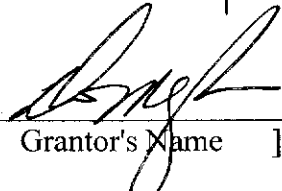
Also granting to the Snyderville Basin Water Reclamation District a perpetual right of ingress and egress to and from and along said right-of-way and with the right to operate, maintain, repair, replace, augment and/or remove the pipelines deemed necessary by the District for the collection and transportation of wastewater; also the right to trim, clear or remove, at any

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ALAN SPRIGGS, SUMMIT CO RECORDER  
2003 SEP 04 10:32 AM FEE \$1.00 BY DNG  
REQUEST: SNYDERVILLE BASIN SID

time from said right-of-way any tree, brush, structure or obstruction of any character whatsoever, which in the sole judgment 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.

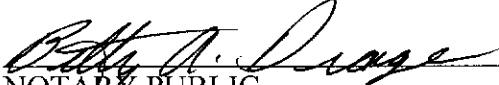
The easement granted herein is subject to the condition that the Grantee shall indemnify and hold harmless, the Grantor, its heirs and successors against any and all liability caused by the acts of the Grantee, its contractors or agents, during the construction, operation or maintenance of the sewer 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 16 day of July, 2003.

  
\_\_\_\_\_  
[ Grantor's Name ]

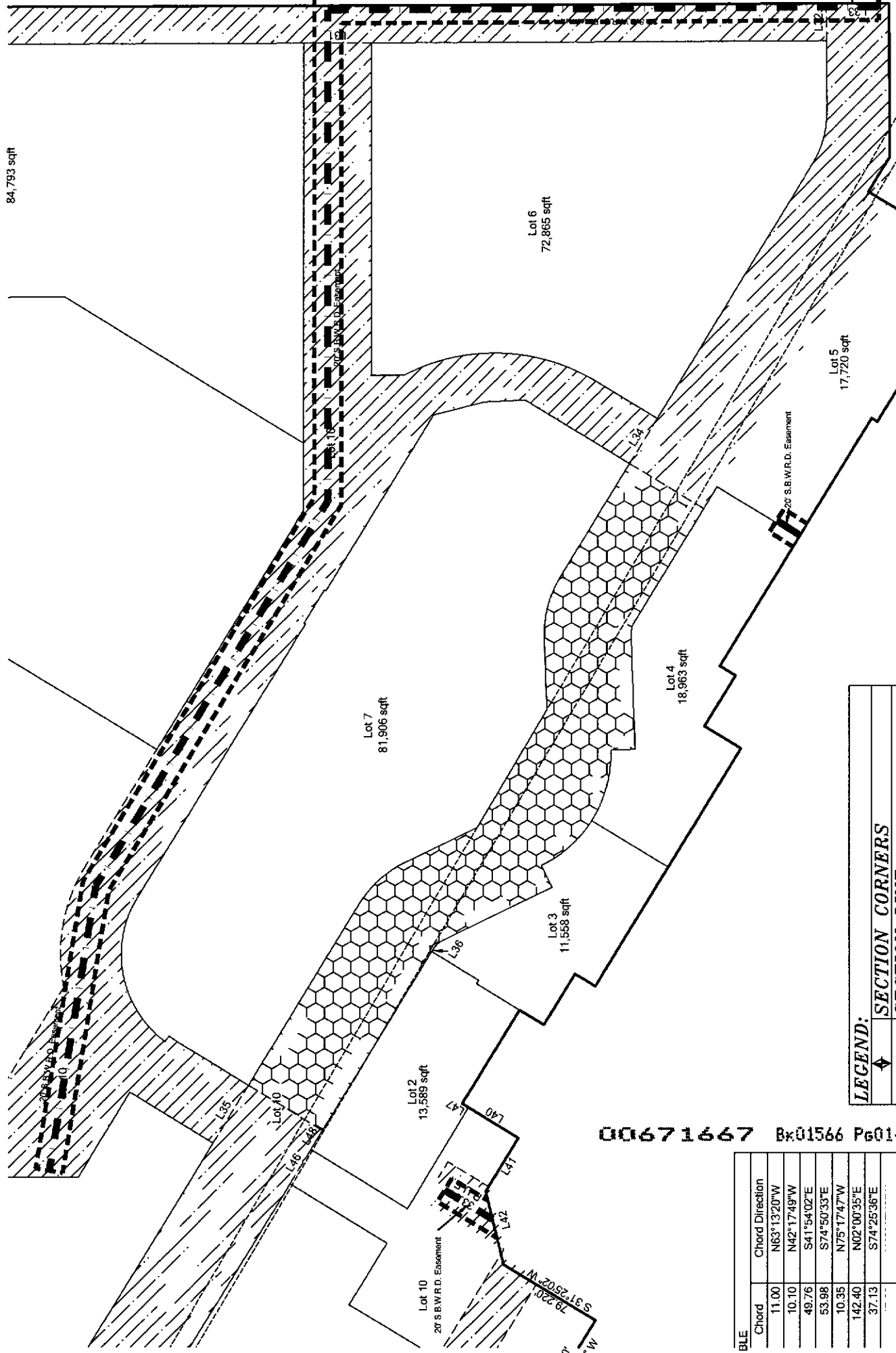
STATE OF UTAH )  
COUNTY OF SUMMIT )

On the 16 day of July, 2003, personally appeared before me DEVON GLENN 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: Salt Lake County

My Commission Expires:  
April 15, 2005

84,793 sqft



**LEGEND:**

◆	SECTION CORNERS
---	SECTION LINE

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BLE	Chord	Chord Direction
	11.00	N63°13'20"W
	10.10	N42°17'49"W
	49.76	S41°54'02"E
	53.98	S74°50'33"E
	10.35	N75°17'47"W
	142.40	N02°00'35"E
	37.13	S74°25'36"E

