

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

ENTRY NO. 01156532

02/26/2021 10:21:11 AM B: 2644 P: 0132

Easements PAGE 1/5

RHONDA FRANCIS, SUMMIT COUNTY RECORDER

FEE 0.00 BY SNYDERVILLE BASIN SID



RECORDING FEES EXEMPT PER - U.C.A. 5 63J-1-505

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

CW Larsen Village, LLC, a Utah limited liability company and Liberty Capital Lending, LLC, Grantors, do hereby convey and warrant to the Snyderville Basin Water Reclamation District, a local 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 non-exclusive easement and right-of-way for the purpose of constructing, operating and maintaining one or more underground pipelines and appurtenances 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 Grantors situated in Summit County, Utah which are more specifically described as follows:

SBWRD EASEMENT 'A'

An easement lying within, in the Northwest quarter of Section 22, Township 1 South, Range 4 East, Salt Lake Base & Meridian, Summit County, Utah more particularly described as follows:

Commencing at the northwest corner of said Section 22, a found stone and running thence South 89°43'02" East, a distance of 1,153.69 feet along the northerly line of said Section 22 and thence South, a distance of 142.91 feet to the true **Point of Beginning**, and running thence South 00°05'09" East 20.00 feet; thence South 89°54'51" West 5.38 feet; thence South 13°35'38" West 97.98 feet to a point on a 725.00 feet foot radius non-tangent curve to the right, the center of which bears North 08°14'43" East; thence Westerly 20.06 feet along the arc of said curve through a central angle of 01°35'08" (chord bears North 80°57'43" West 20.06 feet); thence North 13°35'38" East 115.29 feet; thence North 89°54'51" East 21.09 feet to the Point of Beginning.

Containing 2,398 square feet or 0.06 acres, more or less.

This easement is contained within Parcels SCVC-13-16-106, SCVC-13-16-107, SCVC-8-PH1-43, SCVC-8-PH1-44, SCVC-8-PH1-45

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 and appurtenances 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 judgment of the Grantee may endanger the safety of or interfere with the operation of Grantee's facilities. The Grantors and their successors in interest hereby forever relinquish the right to allow or construct any surface or underground 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 underground or surface improvement, trees or structures will be constructed under or over the surface of the easement granted herein, without the express written consent in advance of the Grantee, which would interfere with the exercise of the rights 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 Grantors, their 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 Grantors 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 18 day of February, 2021.

CW Larsen Village, LLC

By: *Darlene Carter*

Name: Darlene Carter

Title: Manager

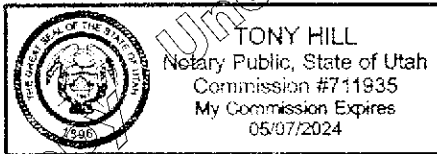
STATE OF UTAH)

: ss.

COUNTY OF DAVIS)

On this 18 day of FEBRUARY, 2021, personally appeared before me Darlene Carter, who being duly sworn, did say that he/she is the signer of the within instrument, and that the within and foregoing Grant of Easement was signed on behalf of CW Larsen Village, LLC, with actual and requisite authority, and said signer acknowledged to me that he/she executed the same.

S
E
A
L



Tony Hill
Notary Public

WITNESS the hand of said Grantor this 22 day of Feb, 2021.

Liberty Capital Lending, LLC

By: [Signature]

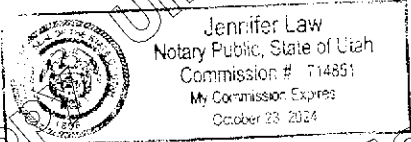
Name: Matthew Lowe

Title: Manager

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

On this 22 day of February, 2021, personally appeared before me Matthew Lowe, who being duly sworn, did say that he/she is the signer of the within instrument, and that the within and foregoing Grant of Easement was signed on behalf of Liberty Capital Lending, LLC, with actual and requisite authority, and said signer acknowledged to me that he/she executed the same.

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[Signature]
Notary Public

SILVER CREEK VILLAGE CENTER
SCVC-13-16 SBWRD EASEMENT EXHIBIT



NORTH
SCALE 1"=50'

