

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

ENTRY NO. 01142808

09/28/2020 11:20:56 AM B: 2602 P: 1400

Easements PAGE 1/3

RHONDA FRANCIS, SUMMIT COUNTY RECORDER

T FEE 0.00 BY SNYDERVILLE BASIN WATER RECLAMATION DISTRICT



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

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

Ivory Land Corporation, a(n) Limited Liability Company Grantor, does 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 Grantor situated in Summit County, Utah which are more specifically described as follows:

An easement situate in the Southeast Quarter of Section 2, Township 2 South, Range 4 East, Salt Lake Base & Meridian, located in Park City, Utah, more particularly described as follows:

Beginning at a point located S89°15'59"E 2,830.56 feet along the Section Line and North 367.81 feet from the Northwest Corner of Section 11, T2S, R4E, SLB&M; running N38°55'38"W 55.38 feet; thence N25°01'25"W 83.61 feet; thence Southeasterly along the arc of a non-tangent curve to the left having a radius of 940.00 feet (radius bears: N63°39'10"E) a distance of 138.13 feet through a central angle of 08°25'11" Chord: S30°33'25"E 138.01 feet to the point of beginning.

Contains: 323 square feet+/-

This easement is contained within Parcel PCA-92

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 Grantor and its 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

Revised and Readopted 4/20

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 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 17th day of September, 2020

Ivory Land Corporation

By: [Signature]

Name: Kevin Anglesey

Title: Secretary

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

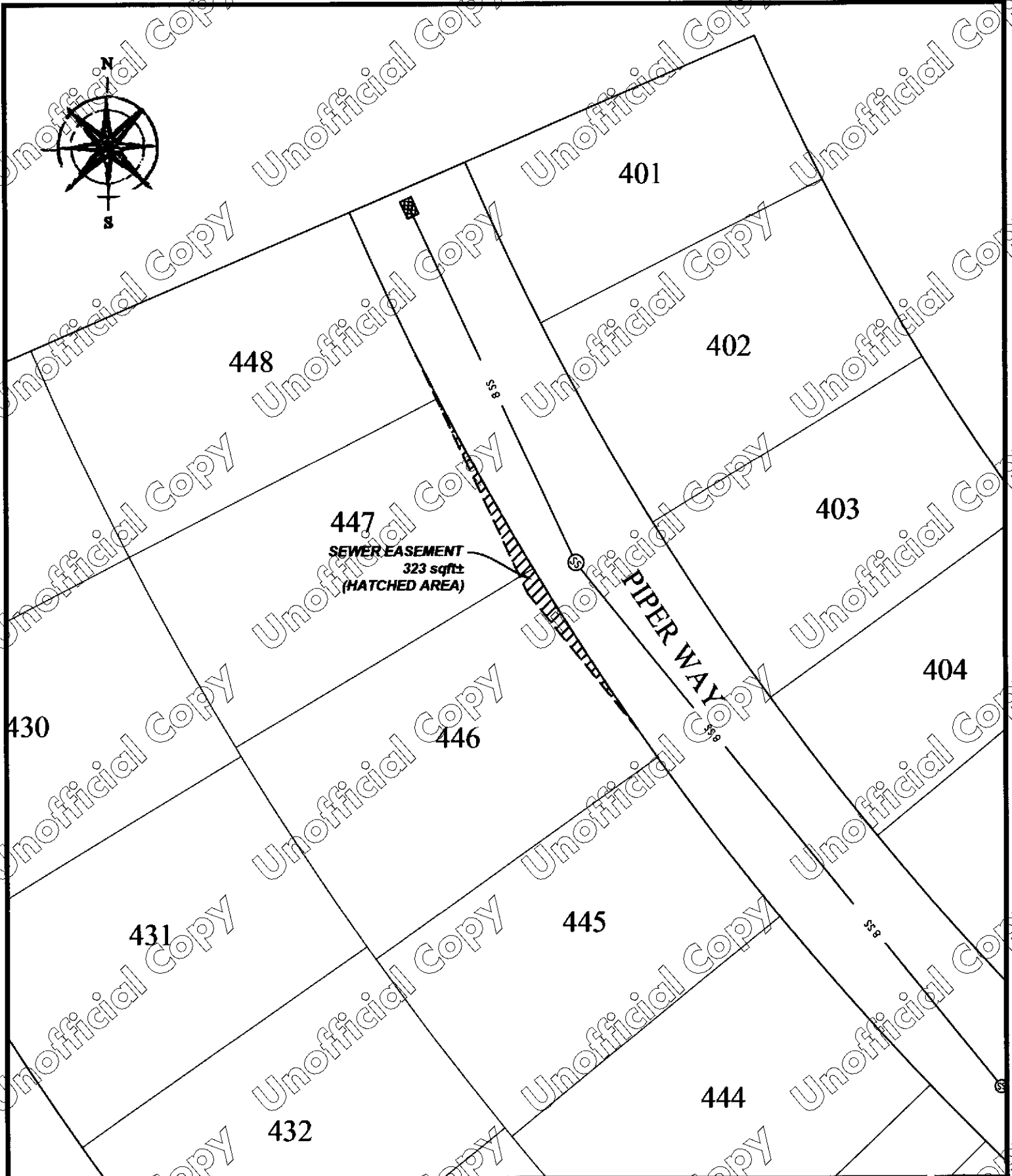
On this 17 day of Sept, 2020, personally appeared before me Kevin Anglesey, who being duly sworn, did say that he/she is the signer of the within instrument, and that the within and foregoing Grant of Easement was signed on behalf of Ivory Land Corporation, with actual and requisite authority and said signer acknowledged to me that he/she executed the same.

S
E
A
L

[Signature]
Notary Public



Revised and Readopted 4/20



447
SEWER EASEMENT
323 sqft
(HATCHED AREA)

PIPER WAY
3%



FOCUS
ENGINEERING AND SURVEYING, LLC
6949 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com

PARK CITY HEIGHTS PHASE 4
SEWER EASEMENT EXHIBIT
01142808 Page 3 of 3 Summit County

Drawn/Created	08-09-20
Scale	N.T.S.
Drawn	BCD
Job	17-481
Sheet	01

Drawing: DWG