GRANT OF EASEMENT AND ACCESS EASEMENT
FOR CONSTRUCTION AND MAINTENANCE OF WASTEWATER COLLECTION
AND TRANSPORTATION PIPELINE(S) AND APPURTEYNANCES

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:

(LEGAL DESCRIPTION OF PERMANENT EASEMENT)

This easement is contained within Parcel(s) (Insert Parcel Serial Numbers)

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 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.
Also granting to the Snyderville Basin Water Reclamation District a perpetual right of ingress and egress to the above described permanent easement over, across, and through the premises of the Grantor situated in Summit County, Utah which are more specifically described as follows:

(LEGAL DESCRIPTION OF ACCESS EASEMENT)

This easement is contained within Parcel(s) (Insert Parcel Serial Numbers)

The easements granted herein are 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 ______ day of __________, 20__.  

(Grantor’s Name)__________________________

By: ______________________________________

Name: ____________________________________

Title: ______________________________________

STATE OF UTAH  )
COUNTY OF SUMMIT  ) ss.

On this ________ day of ____________, 20__, personally appeared before me ________________________________, 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 ________________________________, with actual and requisite authority, and said signer acknowledged to me that he/she executed the same.

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Notary Public

Revised and Readopted 4/20