

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

Parcel No(s):

**GRANT OF ACCESS EASEMENT
FOR ACCESS TO WASTEWATER COLLECTION
AND TRANSPORTATION FACILITIES**

[_____], (“Grantor”) does hereby convey and warrant to the **Snyderville Basin Water Reclamation District**, a Utah special district (the “District”), for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, a permanent access easement and right-of-way for the purpose of accessing pipelines, vaults, manholes, meters, telemetry and any other related appurtenances for the collection and transportation of wastewater (collectively “Facilities”), over and across the premises of the Grantor situated in Summit County, Utah which are more specifically described on Exhibit A and depicted on Exhibit B, attached hereto and incorporated herein (the “Easement Area”).

Grantor, and its successors in interest, hereby forever relinquish the right to construct any structures or improvement in the Easement Area that would interfere with the access of the Facilities. The District shall have the right to remove any trees, brush, improvements or obstructions of any kind and nature within the Easement Area that may, in District’s sole judgment and discretion, injure or interfere with access to the Facilities without any obligation of restoration or compensation. Grantor shall not change the contour of the ground within the Easement Area without prior written consent of the District, which consent shall not be unreasonably withheld.

Grantor acknowledges and agrees that the District must be able to access the Facilities at all times in case of a backup or emergency. Accordingly, Grantor shall not place, or allow to be placed, any personal property within the Easement Area that impairs or restricts the District’s ability to transport equipment, machinery or vehicles over or through the Easement Area. Subject to the foregoing, the District shall restore, repair or replace, any asphalt parking areas, sidewalks, or hard surface paths within the Easement Area that are damaged or removed by the District as part of the District’s use of the Easement Area. The District shall not be obligated to repair or replace any other improvements within the Easement Area, including, but not limited to, structures, trees, retaining walls, sprinkler systems or heating systems. The District’s obligation to repair shall be limited to the actual area disturbed by the District.

This right-of-way, and the obligations, conditions and restrictions set forth herein, shall run with the land and be binding upon the successors and assigns of Grantor, and may be assigned in whole or in part by the District, provided that the District shall not assign this right-of way and easement for any purpose not related to construction or maintenance of wastewater utility facilities. In the event any action, suit or proceeding is commenced with respect to this easement, or to enforce the terms, conditions and restrictions in this easement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

WITNESS the hand of said Grantor this ____ day of _____, 20__.

[Grantor's Name]

STATE OF UTAH)
)
COUNTY OF SUMMIT)

On the _____ day of _____, 20__, personally appeared before me the signor of the foregoing instrument, who did personally acknowledge to me that the foregoing easement was executed by the Grantor.

NOTARY PUBLIC