

**ENTRY NO. 01212128**

11/08/2023 04:23:08 PM B: 2800 P: 0897

Easements PAGE 1/5

RHONDA FRANCIS, SUMMIT COUNTY RECORDER  
37 FEET 40.00 BY MOUNTAIN REGIONAL WATER SPECIAL SERVICE DI



When recorded return to:  
Mountain Regional Water Special Service District  
6421 N, Business Park Loop Road, Suite A  
Park City, Utah 84098

**GRANT OF EASEMENT AND ACCESS EASEMENT  
FOR CONSTRUCTION AND MAINTENANCE OF WATER PIPELINE(S) AND  
APPURTENANCES**

Promontory Investments, LLC, a(n) Arizona limited liability company, Grantor, does hereby convey and warrant to the Mountain Regional Water Special Service 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 distribution and transportation of culinary water 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:

**SS-51-C**

**WATER EASEMENT 1**

BEGINNING AT A POINT NORTH 89°35'56" WEST ALONG THE SECTION LINE A DISTANCE OF 908.38 FEET AND SOUTH 00°16'14" WEST 64.78 FEET AND WEST 103.27 FEET FROM THE NORTH QUARTER CORNER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 00°24'04" WEST 20.00 FEET; THENCE NORTH 89°35'56" WEST 39.81 FEET; THENCE SOUTH 09°35'56" EAST 130.30 FEET; THENCE NORTH 80°24'04" EAST 37.50 FEET; THENCE SOUTH 09°35'56" EAST 20.00 FEET; THENCE SOUTH 80°24'04" WEST 23.50 FEET; THENCE SOUTH 09°35'56" EAST 10.92 FEET; THENCE SOUTH 80°24'04" WEST 34.00 FEET; THENCE NORTH 09°35'56" WEST 166.78 FEET; THENCE NORTH 89°35'56" WEST 72.41 FEET; THENCE SOUTH 00°24'04" WEST 22.00 FEET; THENCE NORTH 89°35'56" WEST 20.00 FEET; THENCE NORTH 00°24'04" EAST 22.00 FEET; THENCE NORTH 89°35'56" WEST 54.42 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SILVER GATE DRIVE; THENCE NORTH 10°26'31" WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 20.36 FEET; THENCE SOUTH 89°35'56" EAST 117.75 FEET; THENCE NORTH 00°24'04" EAST 15.50 FEET; THENCE SOUTH 89°35'56" EAST 20.00 FEET; THENCE SOUTH 00°24'04" WEST 15.50 FEET; THENCE SOUTH 89°35'56" EAST 25.33 FEET; THENCE NORTH 00°24'04" EAST 8.00 FEET; THENCE SOUTH 89°35'56" EAST 20.00 FEET; THENCE SOUTH 00°24'04" WEST 10.00 FEET; THENCE SOUTH 89°35'56" EAST 28.04 FEET TO THE POINT OF BEGINNING.  
CONTAINS 9,321 SQUARE FEET OR 0.214 ACRES.

**WATER EASEMENT 2**

BEGINNING AT A POINT NORTH 89°35'56" WEST ALONG THE SECTION LINE A DISTANCE OF 908.38 FEET AND SOUTH 00°16'14" WEST 398.71 FEET AND WEST 113.03 FEET FROM THE NORTH QUARTER CORNER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH

00°24'04" WEST 49.33 FEET; THENCE NORTH 89°35'56" WEST 114.11 FEET; THENCE NORTH 44°35'56" WEST 68.59 FEET; THENCE NORTH 89°35'56" WEST 25.63 FEET; THENCE NORTH 74°53'23" WEST 9.38 FEET TO A POINT ON A 550.00 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT AND THE EASTERLY RIGHT OF WAY LINE OF SILVER GATE DRIVE; THENCE NORTHEASTERLY ALONG SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 02°05'01" (CHORD BEARS NORTH 15°06'37" EAST 20.00 FEET); THENCE SOUTH 74°53'23" EAST 6.80 FEET; THENCE SOUTH 89°35'56" EAST 31.33 FEET; THENCE SOUTH 44°35'56" EAST 16.45 FEET; THENCE NORTH 45°24'04" EAST 16.66 FEET; THENCE SOUTH 44°35'56" EAST 20.00 FEET; THENCE SOUTH 45°24'04" WEST 16.66 FEET; THENCE SOUTH 44°35'56" EAST 32.14 FEET; THENCE SOUTH 89°35'56" EAST 85.83 FEET; THENCE NORTH 00°24'04" EAST 29.33 FEET; THENCE SOUTH 89°35'56" EAST 20.00 FEET TO THE POINT OF BEGINNING.  
CONTAINS 5,222 SQUARE FEET OR 0.12 ACRES.

Also granting to the Mountain Regional Water Special Service 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 distribution and transportation of culinary water; 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 culinary water pipeline constructed by or for the Grantee.

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 water 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 8th day of November , 2023.

Promontory Investments, LLC

*Kelli S. Brown*

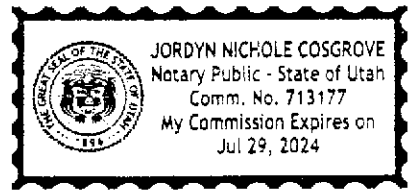
Kelli S. Brown, General Manager

STATE OF UTAH            )  
  :SS  
COUNTY OF SUMMIT    )

On this the 8th day of November 2023, personally appeared before me, Kelli S. Brown, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly affirmed, did say that she is the General Manager of Promontory Development, LLC and that said document was signed by her in behalf of said Company by Authority of its operating agreement or resolution of its owners, and said Kelli S. Brown acknowledged to me that said Company executed the same..

*Jordyn Nichole Cosgrove*  
NOTARY PUBLIC  
RESIDING AT: *Summit County, UT*

My Commission Expires: *7/29/2024*





**McNeil Engineering**  
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 Civil Engineering • Consulting & Landscape Architecture  
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Structural Engineering • Land Surveying & HDS

# WATER EASEMENT

6680 NORTH PROMONTORY RANCH ROAD  
 PARK CITY, UTAH  
 LOCATED IN THE NW 1/4 OF SEC 23, T1 S, R4 E, S1 B, & M.

PROJECT NO: 21687

CHECKED BY: DBD

DRAWN BY: KSL

DATE: 10/30/23

1 OF 1

