

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

ENTRY NO. 01212442

11/15/2023 10:16:25 AM B: 2801 P: 0411

Easements PAGE 1/3

RHONDA FRANCIS, SUMMIT COUNTY RECORDER

T FEE 0.00 BY SYNDERVILLE BASIN WATER RECLAMATION DISTRICT



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

Promontory Investments, LLC, a(n) Arizona 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:

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 212.47 FEET AND WEST 121.54 FEET FROM THE NORTH QUARTER CORNER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 09°26'45" WEST 42.01 FEET; THENCE SOUTH 03°24'04" WEST 44.01 FEET; THENCE NORTH 86°35'56" WEST 20.00 FEET; THENCE NORTH 03°24'04" EAST 34.00 FEET; THENCE NORTH 89°35'56" WEST 140.83 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 THE ARC OF 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 00°55'59" EAST 20.00 FEET); THENCE SOUTH 89°35'56" EAST 142.65 FEET; THENCE NORTH 09°26'45" EAST 34.00 FEET; THENCE SOUTH 80°33'15" EAST 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 4,571 SQUARE FEET OR 0.105 ACRES.

This easement is contained within Parcel(s) SS-51-C

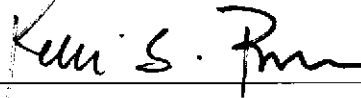
Also granting to the Snyderville Basin Water Reclamation District a perpetual right of ingress and egress to and from and along said right-of-way and with the right to operate, maintain, repair, replace, augment and/or remove the pipelines and appurtenances deemed necessary by the District for the collection 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.

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 8th day of November , 2023.

Promontory Investments, LLC



Kelli S. Brown, General Manager

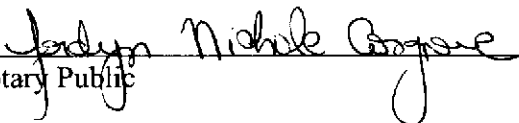
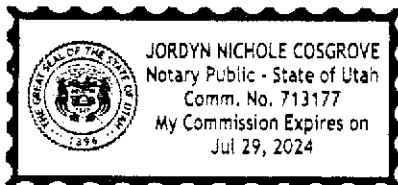
STATE OF UTAH)

: 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..

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Notary Public

