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Rhonda Francis Summit County Recorder

12/20/2023 12:01:57 PM Fee \$40.00

By DOMINION ENERGY

Electronically Recorded

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
Liberty Ranch.ce;ab

Space above for County Recorder's use
PARCEL I.D. # SS-51-C

RIGHT-OF-WAY AND EASEMENT GRANT

42072

PROMONTORY DEVELOPMENT, LLC, an Arizona limited liability company, with an address of 8758 Promontory Ranch Rd., Park City, UT 84098 (“Grantor”), does hereby convey and warrant to QUESTAR GAS COMPANY dba Dominion Energy Utah, a corporation of the State of Utah (“Grantee”), its successors and assigns, for the sum of TEN DOLLARS (\$10.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement (“Easement”) to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove, replace and abandon in place (whether above or below ground) pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (collectively, the "Facilities") as shown on **Exhibit “A”** hereto, and by reference made a part hereof and more particularly described as being within:

20.00 FOOT GAS LINE EASEMENT

BEGINNING AT A POINT NORTH 89°35’56” WEST 908.38 FEET ALONG THE SECTION LINE AND SOUTH 00°16’14” WEST 68.44 FEET AND WEST 152.00 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°35’56” EAST 94.75 FEET; THENCE NORTH 80°24’04” EAST 46.03 FEET; THENCE SOUTH 9°35’56” EAST 20.00 FEET; THENCE SOUTH 80°24’04” WEST 46.03 FEET; THENCE SOUTH 09°35’56” EAST 55.13 FEET; THENCE SOUTH 03°24’04” WEST 94.22 FEET; THENCE SOUTH 86°35’56” EAST 34.78 FEET; THENCE SOUTH 03°24’04” WEST 20.00 FEET; THENCE NORTH 86°35’56” WEST 34.78 FEET; THENCE SOUTH 03°24’04” WEST 92.10 FEET; THENCE NORTH 89°35’56” WEST 94.85 FEET; THENCE NORTH 44°35’56” WEST 78.49 FEET; THENCE NORTH 89°35’56” WEST 15.19 FEET; THENCE NORTH 74°53’23” WEST 7.62 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SILVER GATE DRIVE AND A POINT ON THE ARC OF A 550.00 FOOT NON TANGENT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG SAID RIGHT OF LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°05’03” A DISTANCE OF 20.01 FEET, CHORD BEARS NORTH 13°45’20” EAST 20.01 FEET; THENCE SOUTH

74°53'23" EAST 5.51 FEET; THENCE SOUTH 89°35'56" EAST 20.90 FEET; THENCE SOUTH 44°35'56" EAST 78.49 FEET; THENCE SOUTH 89°35'56" EAST 67.58 FEET; THENCE NORTH 3°24'04" EAST 100.81 FEET; THENCE NORTH 86°35'56" WEST 47.20 FEET; THENCE NORTH 3°24'04" EAST 20.00 FEET; THENCE SOUTH 86°35'56" EAST 47.20 FEET; NORTH 3°24'04" EAST 64.24 FEET; THENCE NORTH 9°35'56" WEST 118.32 FEET; THENCE SOUTH 80°24'04" WEST 40.03 FEET; THENCE NORTH 9°35'56" WEST 20.00 FEET; THENCE NORTH 80°24'04" EAST 40.03 FEET; THENCE NORTH 9°35'56" WEST 12.50 FEET; THENCE NORTH 89°35'56" WEST 140.64 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTH 10°26'31" WEST 20.36 FEET ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 89°35'56" EAST 161.26 FEET TO THE POINT OF BEGINNING.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, in perpetuity, with the right of ingress and egress to and from said Easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove, replace and abandon in place (whether above or below ground) the same. This Easement shall carry with it the right to use any available access roads for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to the Easement as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the Facilities. Grantor shall have the right to use said premises except for the purposes for which this Easement is granted to Grantee, provided such use does not interfere with the Facilities or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the Easement, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.
2. Grantor shall not change the contour within the Easement without prior written consent of Grantee.
3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the Easement, without prior written consent of Grantee.
4. Grantor shall not place personal property within the Easement that impairs the maintenance or operation of the Facilities.
5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this Easement, without liability to Grantor, and without any obligation of restoration or compensation.

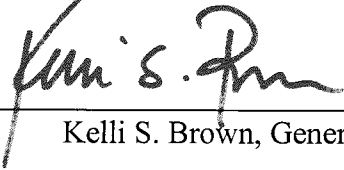
6. Grantor agrees to indemnify, hold harmless and defend Grantee, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantor's use of the Easement or any activities conducted thereon by Grantor, Grantor's agents, employees, invitees or as a result of Grantor's negligence.

This Easement shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

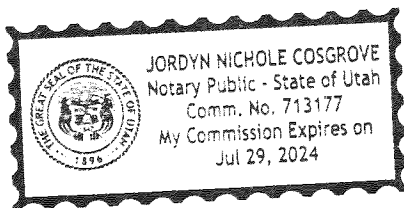
WITNESS the execution hereof this 19th day of December, 2023.

PROMONTORY DEVELOPMENT, LLC

By: 
Kelli S. Brown, General Manager

State of Utah }
 :ss.
County of Summit }

On this the 19th day of December, in the year 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 sworn/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 managers or members and said Kelli S. Brown acknowledged to me that said Company executed the same.



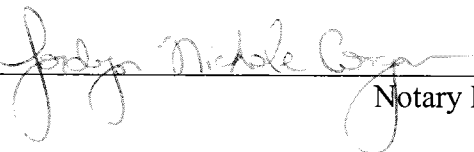
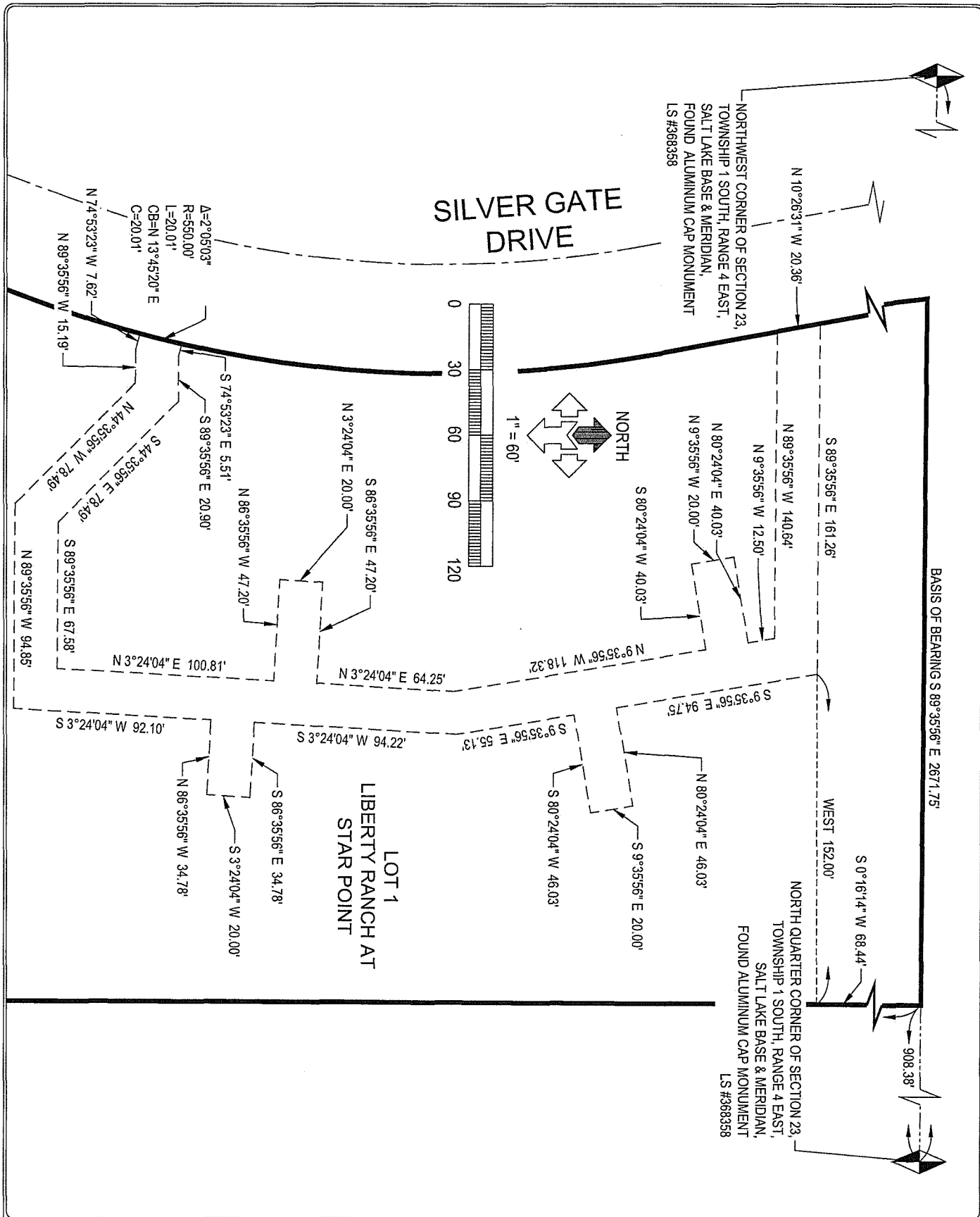

Notary Public

EXHIBIT "A"



PROJECT NO: 21697
 CHECKED BY: DBD
 DRAWN BY: KSL
 DATE: 12-12-23
1 OF 1

GAS EASEMENT
6680 NORTH PROMONTORY RANCH ROAD
PARK CITY, UTAH
LOCATED IN THE NW 1/4 OF SEC 23, T 1 S, R 4 E, S.L.B.&M..

McNEIL ENGINEERING
 Economic and Sustainable Designs, Professionals You Know and Trust
 8610 South Sandy Parkway, Suite 200 Sandy, Utah 84070 801.255.7700 mcneilengineering.com
Civil Engineering • Consulting & Landscape Architecture
Structural Engineering • Land Surveying & HDS