

DOC # 20210032049Easements, Page 1 of 3
Gary Christensen Washington County Recorder
05/04/2021 10:37:07 AM Fee \$ 0.00
By WASHINGTON CITY

When Recorded Return To:
Washington City
111 North 100 East
Washington, Utah 84780-1632

WATER UTILITIES EASEMENT**KNOW ALL MEN BY THESE PRESENTS:**

In consideration of One Dollar (\$1.00) and other good and valuable consideration paid to RSF AV ST. GEORGE VII, L.P., hereinafter referred to as "Grantor", by Washington City, hereinafter referred to as "Grantee", Grantor does hereby grant, transfer and convey unto the Grantee, non-exclusive perpetual public water easements to use, operate, inspect, repair, maintain, replace or expand water facilities under and along the property described herein owned by Grantor in Washington County, State of Utah.

See Exhibit A

TO HAVE AND TO HOLD such property to Grantee, Washington City, forever and for the uses and purposes normally associated with water facilities.

Grantee shall maintain the perpetual easement and such water facilities in good repair. Grantee does agree to in no way encumber said easement or subject it to the imposition of liens of any type during the term of this easement. Grantee acknowledges that Grantor's property and/or the above-referenced easement area currently contains certain existing improvements, including, without limitation, buildings, driveways, parking areas, trees and other landscaping, vegetation, irrigation and drainage pipes and systems, concrete and asphalt paths (collectively, and including any additions or replacements thereof, the "Existing Improvements") and Grantee hereby (i) consents to the past, present and future continued existence of the Existing Improvements and, without unreasonably limiting the rights of Grantee set forth herein, the use, development and enjoyment of Grantor's property and the above-referenced easement area as existing on the date hereof, and (ii) agrees to repair, at Grantee's sole cost and expense, any damage to the above-referenced easement area and the Existing Improvements caused by Grantee's installation, construction, operation, maintenance, repair, replacement, removal or use of the above-referenced easement area and to restore the same (including, without limitation, the surface) to its original condition (including, without limitation, re-grading, replacing trees and re-seeding the surface in a manner reasonably approved by Grantor). Except for the Existing Improvements, Grantor may not install, build, place or cause or allow anything to be installed, built, or placed in the easement. If any improvement is installed, built, or placed within the easement, Grantor bears the risk of loss or damage to those improvements resulting from the exercise of the easement rights and Grantee is not responsible to repair, replace, maintain, indemnify or reimburse Grantor for any damage or loss.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, Grantor has executed this instrument this 16 day of April, 2021.

GRANTOR: RSF AV ST. GEORGE VII, L.P.

By: 
Kurt C. Read, VICE PRESIDENT

STATE OF TEXAS

COUNTY OF DALLAS

On the 16 day of April, 2021 personally appeared before me, Kurt C. Read, Vice President of RSF AV ST. GEORGE VII, L.P., personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed hereon and acknowledged before me that he signed it voluntarily, by appropriate authority, for its stated purpose.


Notary Public

Residing in: Dallas, TX
My Commission Expires: 03/24/2023

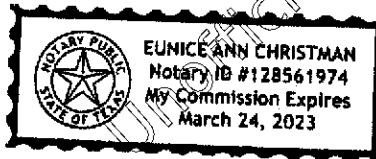


Exhibit A

WATER LINE EASEMENT SEGMENT "A":

BEGINNING AT A POINT N0°54'18"E, 3278.18 FEET ALONG THE CENTER SECTION LINE AND EAST 549.63 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 13, T42S, R15W, SLB&M, RUNNING THENCE N43°58'43"W, 11.21 FEET; THENCE N1°01'17"E, 33.07 FEET TO THE SOUTH LINE OF SANDY TALUS DRIVE, A PUBLIC ROADWAY; THENCE S88°58'43"E, 10.00 FEET ALONG SAID SOUTH LINE; THENCE S1°01'17"W, 28.93 FEET; THENCE S43°58'43"E, 2.93 FEET; THENCE S88°58'43"E, 120.57 FEET; THENCE S43°58'43"E, 41.66 FEET; THENCE S46°01'17"W, 10.00 FEET; THENCE N43°58'43"W, 37.52 FEET; THENCE N88°58'43"W, 120.57 FEET TO THE POINT OF BEGINNING.

WATER LINE EASEMENT SEGMENT "B":

BEGINNING AT A POINT N0°54'18"E, 2882.26 FEET ALONG THE CENTER SECTION LINE AND EAST 650.16 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 13, T42S, R15W, SLB&M, RUNNING THENCE N85°55'49"E, 18.39 FEET; THENCE N7°45'59"W, 56.14 FEET; THENCE N82°14'01"E, 10.00 FEET; THENCE S7°45'59"E, 56.79 FEET; THENCE N85°55'49"E, 146.79 FEET TO A POINT ON THE WEST LINE OF RED STONE ROAD, A PUBLIC ROADWAY; THENCE S8°02'02"E, 10.02 FEET ALONG SAID WEST LINE; THENCE S85°55'33"W, 75.58 FEET; THENCE S4°04'36"E, 12.84 FEET; THENCE S85°55'24"W, 10.00 FEET; THENCE N4°04'36"W, 12.84 FEET; THENCE S85°55'33"W, 75.80 FEET; THENCE S5°04'38"E, 25.62 FEET; THENCE S84°55'22"W, 10.00 FEET; THENCE N5°04'38"W, 25.80 FEET; THENCE S85°55'33"W, 4.52 FEET; THENCE N4°04'27"W, 10.01 FEET TO THE POINT OF BEGINNING.