

00734532 B: 1459 P: 1764

B: 1459 P: 1764 Fee \$0.00
Carri R. Jeffries, Iron County Recorder - Page 1 of 6
10/04/2019 02:15:06 PM By: COTTONWOOD TITLE INSURANCE AGENCY, INC.

When Recorded Return To:
City of Cedar City
City Attorney's Office
10 N. Main St
Cedar City, UT 4720
110692-DTF
Tax ID: B-1196-0042-0000

PUBLIC UTILITY AND POWER EASEMENT

That in consideration of Ten Dollars and other good and valuable consideration paid to Northwest Sandstone LLC herein referred to as Grantor, by the City of Cedar City, a Utah municipal corporation, herein referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto Grantee, its successors and assigns, a perpetual easement for ingress and egress, to use, install, operate, maintain, repair, remove, relocate and replace public utility and power facilities and for other public use, in and along real property owned by Grantor in Iron County, State of Utah, and the easement being more fully described as follows:

See Exhibit A and B attached hereto and make a part hereof.

TO HAVE AND TO HOLD such property to Grantee, the City of Cedar City, forever for the uses and purposes normally associated with public uses such as utilities and power.

Grantor, its successors and assigns, may not install, build, place or cause or allow anything to be installed, built, or placed in the easement. Grantor may not interfere with the easement in anyway. 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 the City 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, the Grantor has executed this instrument this 26th day of September, 2019.

GRANTOR:

NORTHWEST SANDSTONE LLC,
an Idaho limited liability company

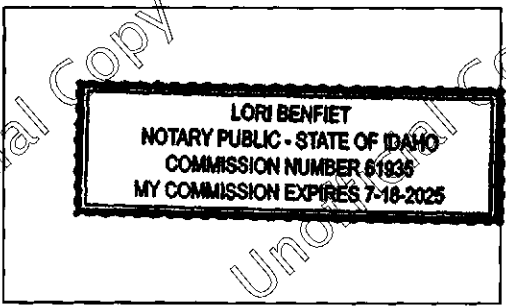
By: **The Sandstone Manager LLC,**
an Idaho limited liability company,
its Managing Member

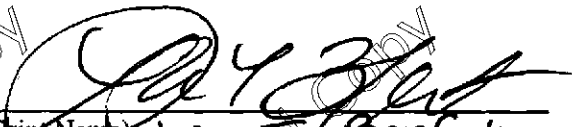
By: **Northwest Real Estate Capital Corp.,**
an Idaho nonprofit corporation,
its Sole Member

By: *Julie Marple*
Name: Julie Marple
Title: Vice President

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 26th day of September, 2019, personally appeared before me, Julie Marple, known or identified to me to be the Vice President of Northwest Real Estate Capital Corp., an Idaho nonprofit corporation, which is the Sole Member of The Sandstone Manager LLC, an Idaho limited liability company, which is the Managing Member of Northwest Sandstone LLC, an Idaho limited liability company, and who subscribed said limited liability company's name to the foregoing instrument, and acknowledged to me that she executed the same in said limited liability company's name.




(Print Name) Lori Benfiet
Residing at Mendon Idaho
My appointment expires: 7-18-2025

ACCEPTANCE OF DEDICATION

The City of Cedar City, a municipal corporation of the State of Utah, hereby accepts the above conveyance and dedication, and in consideration thereof agrees that it will utilize and maintain the same for purposes consistent with the above dedication.

Dated this 24 day of September, 2019.

CITY OF CEDAR CITY

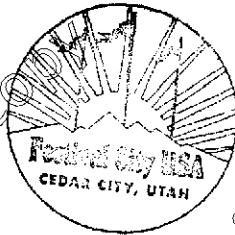
Maile Wilson
Maile Wilson, Mayor

ATTEST:

Renon Savage

Name: Renon Savage

Title: City Recorder



APPROVED AS TO FORM:

Tyler Bomeril

Name: Tyler Bomeril

Title: City Attorney

EXHIBIT A

Public Utility Easement – Legal Description

10 FOOT WIDE PUBLIC UTILITY EASEMENT ALONG AND ADJACENT TO STONEY PINE WAY (A PRIVATE STREET). SAID EASEMENT IS 10.00 FEET WIDE, 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT WHICH IS SITUATED SOUTH 0°18'38" EAST ALONG THE SECTION LINE 1361.55 FEET AND NORTH 90°00'00" WEST 2431.63 FEET FROM THE EAST 1/4 CORNER OF SECTION 35, TOWNSHIP 35 SOUTH, RANGE 11 WEST, SALT LAKE BASE & MERIDIAN, THENCE NORTH 17°39'43" WEST 171.94 FEET, THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 170.00 FEET, A DISTANCE OF 175.29 FEET (THE CHORD OF SAID CURVE BEARS NORTH 47°12'10" WEST 167.62 FEET) THENCE NORTH 76°44'30" WEST 84.06 FEET TO THE WEST BOUNDARY OF THE PARCEL AND END OF THE EASEMENT.

EXHIBIT B

Public Utility Easement – Depiction

