

DOC # 20130045680

Easements Page 1 of 2  
Russell Shirts Washington County Recorder  
12/12/2013 02:07:23 PM Fee \$ 0.00  
By SANTA CLARA CITY



When Recorded Return To:  
Santa Clara City  
City Attorney's Office  
2603 Santa Clara Drive  
Santa Clara, Utah 84765

Tax ID: SC-6-2-9-4401

### PUBLIC UTILITIES AND DRAINAGE EASEMENT

That in consideration of One Dollar and other good and valuable consideration paid to **BRENT BEESLEY**, Trustee of the **Heritage Holding Corporation Charitable Remainder Unitrust 1999:1**, herein referred to as Grantor, by Santa Clara 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, it's successors and assigns, a perpetual easement for ingress and egress, to use, install, operate, maintain, repair, remove, relocate and replace public utility and drainage facilities, in and along real property owned by Grantor in Washington County, State of Utah, and the easement being more fully described as follows:

Beginning at a point being South 00°37'37" West 685.88 feet along the section line and East 40.00 feet from the North Quarter Corner of Section 8, Township 42 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence North 00°38'45" East 4.99 feet;  
thence South 89°22'23" East 20.00 feet;  
thence North 00°37'37" East 9.94 feet to the north line of Lot 4, Block 28, St. George and Santa Clara Bench Irrigation Survey;  
thence South 89°11'13" East 405.00 feet along said north line;  
thence South 15.00 feet;  
thence North 89°11'14" West 425.17 feet to the Point of Beginning.

TO HAVE AND TO HOLD such property to Grantee, Santa Clara City, forever for the uses and purposes normally associated with public utilities and drainage.

Grantee shall maintain the perpetual easement 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. 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 the City is not responsible to repair, replace, maintain, indemnify or reimburse Grantor for any damage or loss. To the extent the easement provides drainage, there is no representation on the part of Grantee that the easement shall have capacity to accommodate all drainage problems that arise.

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 Grantors have executed this instrument this 6<sup>th</sup> day of December, 2013.

GRANTOR: **Heritage Holding Corporation Charitable Remainder Unitrust 1999:1**

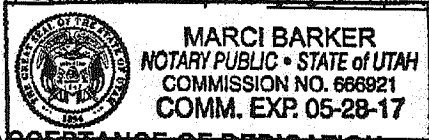
Brent Beesley  
BRENT BEESLEY, Trustee

STATE OF UTAH

County of Washington

On this 6<sup>th</sup> day of December, 2013, personally appeared before me Brent Beesley, who being by me duly sworn did say that he is a Trustee of the **Heritage Holding Corporation Charitable Remainder Unitrust 1999:1**, and that the forging instrument was signed in behalf of said Trust by authority of the terms of the Trust Agreement and he acknowledged to me that said Trust executed the same for the purposes stated therein.

My commission expires 5-28-17



Marci Barker  
Notary Public  
Residing in Washington County

**ACCEPTANCE OF DEDICATION**

Santa Clara 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 11 day of December, 2013.

Santa Clara City

Rick T. Rosenberg  
Rick T. Rosenberg, Mayor

ATTEST:

Colin Jacobson  
City Recorder

