



PREPARED BY AND WHEN  
RECORDED RETURN TO:

Steven W. Farnsworth, Esq.  
Farnsworth Johnson PLLC  
180 North University Avenue, Ste. 260  
Provo, UT 84601

With a copy to:

Shawn Guzman, Esq.  
St. George City Attorney  
175 East 200 North  
St. George, Utah 84770

~~SG~~ CIVI-5-CB

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is entered into as of the 11 day of April, 2018, between the City of St. George, Utah (the "City"), whose address is 175 East 200 North, St. George, Utah 84770 and SG Boulevard Land, LLC, a Utah limited liability company ("SG Boulevard"), whose address is 180 N. University Ave., Ste. 200, Provo, Utah 84601. (City and SG Boulevard are referred to in this Agreement collectively as the "Parties.")

FOR THE SUM OF TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Definitions: As used in this Agreement, each of the following terms shall have the indicated meaning:

1.1. "Apartment Lot #1" means the real property owned by SG Boulevard located in Washington County, Utah, described as follows: Lot 2, City View Final Plat Subdivision, St. George, Utah, according to the Official Plat thereof on file and of record in the Washington County Recorder's Office, Utah.

1.2. "Apartment Lot #2" means the real property owned by SG Boulevard located in Washington County, Utah, described as follows: Lot 4, City View Final Plat Subdivision, St. George, Utah, according to the Official Plat thereof on file and of record in the Washington County Recorder's Office, Utah.

1.3. "Hotel Lot" means the real property owned by SG Boulevard located in Washington County, Utah, described as follows: Lot 1, City View Final Plat Subdivision, St.

George, Utah, according to the Official Plat thereof on file and of record in the Washington County Recorder's Office, Utah.

1.4. "Pedestrian Lot" means the real property owned by the City located in Washington County, Utah, described as follows: Lot 5, City View Final Plat Subdivision, St. George, Utah, according to the Official Plat thereof on file and of record in the Washington County Recorder's Office, Utah.

1.5. "Lot" means any one of the foregoing lots.

## 2. Easements.

2.1. Grant. Subject to the terms and conditions of this Agreement, the City grants and conveys to SG Boulevard, for the benefit of Apartment Lot #1, Apartment Lot #2, and the Hotel Lot, the following easements over, across and under the Pedestrian Lot:

(a) Drainage Easement. A non-exclusive, perpetual easement for the discharge and drainage of storm water and the right to install, operate, use, maintain, connect, repair, relocate, and remove such improvements, facilities, systems and lines for storm water collection and drainage, together with a limited right of ingress and egress upon the Pedestrian Lot and, as and to the extent reasonably necessary or appropriate to repair, maintain, replace and/or remove the facilities and systems permitted hereunder.

(b) Ingress and Egress. A non-exclusive, perpetual easement over the Pedestrian Lot for pedestrian ingress and egress.

(c) Utility Easement. A non-exclusive, perpetual easement for public utilities and the right to install, operate, use, maintain, connect, repair, relocate, and remove such improvements, facilities, systems and lines, together with a limited right of ingress and egress upon the Pedestrian Lot and, as and to the extent reasonably necessary or appropriate to repair, maintain, replace and/or remove the facilities and systems permitted hereunder.

2.2. Costs. Grantee, at its sole cost and expense, shall install and maintain the easement improvements. Grantee, at its sole cost and expense, shall repair, replace, indemnify, and reimburse Grantor for any damage to Grantor's infrastructure or improvements on the Pedestrian Lot resulting from Grantee's exercise of its easement rights. Grantee also shall install Pedestrian Lot improvements and Mid-Block Improvements, at a cost of at least \$400,000.00, in accordance with the Joint Development Agreement between SG Boulevard Land, LLC, the City of St. George, and the Neighborhood Redevelopment Agency of the City of St. George, as set forth in the records of the Washington County Recorder, Doc. No. 20170011162.

2.3. Easements Run with the Land. The easements, rights and interests granted

herein constitute covenants running with the land, and shall benefit and burden the Lots and shall be binding upon the City, SG Boulevard, their successors, assigns and any person acquiring, leasing or otherwise owning an interest in the Lots.

2.4 Maintenance of Pedestrian Lot. After installation of improvements, City will maintain the Pedestrian Lot.

2.5 Exercise of Rights. This Agreement and the rights and privileges granted hereunder shall be strictly limited to the purposes expressed herein and, further, the use by the Grantee of the easements granted herein shall be limited to such uses as are described herein, which uses shall be made in such a manner as will least interfere with the uses of the Grantor.

3. Attorneys' Fees. If any legal action or other proceeding is brought to enforce or interpret this Agreement or for damages on account of the breach of any provision of this Agreement, the prevailing Party in such action shall be entitled to recover from the other Party its reasonable attorneys' fees and costs incurred in any such action or in any appeal from such action, in addition to the other relief to which the prevailing Party is entitled.

4. General Provisions. This Agreement shall be recorded in the official records of the Office of the County Recorder of Washington County, Utah, and governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the State of Utah. This Agreement shall inure to the benefit of, and shall be binding on, the Parties and their respective successors and assigns. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but, if any provision of this Agreement shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any amendment, modification or supplement hereto shall take effect only upon the full and complete execution and recording of such amendment, modification or supplement by the Parties. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between or among the Parties. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party. Except as expressly set forth herein, this Agreement does not create any rights in any third party. Nothing in this Agreement shall be deemed to limit or waive City's rights under the Governmental Immunity Act of Utah, and the rights of its officers, agents, and employees.

5. No Waiver. No waiver of any right under this Agreement shall be effective for any purpose unless in writing, signed by the party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Agreement.

THE PARTIES have executed this Agreement on the respective dates set forth below, to be effective as of the date first set forth above.

City:

**CITY OF ST. GEORGE:**

Signature

Jonathan T. Pike

By:

Jonathan T. Pike

Its:

Mayor

Date:

4/5/18

**ATTEST:**

Signature

Annette Hansen

By:

Annette Hansen

Title:

Deputy City Recorder

Date:

4/5/18

State of Utah

County of Washington ) ss.

The foregoing instrument was acknowledged before me this 5 day of April, 2018, by Jonathan T. Pike, the Mayor of the City of St. George.

(Seal)

Diana M Hamblin

Notary Public

My Commission Expires:

03/23/2021

Residing at:

Washington County, Utah



SG BOULEVARD:

SG BOULEVARD LAND, LLC  
a Utah limited liability company

By: [Signature]  
Name: Cameron Gunter  
Title: Manager

Date March 27, 2018

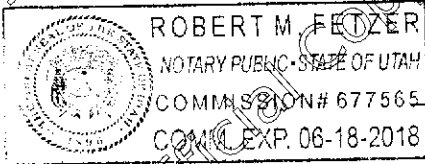
State of Utah

County of Utah

) ss.  
)

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of March, 2018, by Cameron Gunter, the Manager of SG Boulevard Land, LLC.

(Seal)



[Signature]  
Notary Public

My Commission Expires: 6-18-18

Residing at: Provo, Utah

**Exhibit A**

All of Lot Five (5), City View, a Subdivision according to the Office Plat thereof on file in the Office of the Washington County Recorder's Office as Doc. #20180013606.