



When Recorded Return To  
City of St. George  
City Attorney's Office  
175 East 200 North St. George,  
Utah 84770

Tax ID: SG-5-2-20-235

**PUBLIC UTILITIES EASEMENT**

That in consideration of Ten Dollars and other good and valuable consideration paid to **GMRI, Inc. a Florida corporation**, herein referred to as Grantor, by the **City of St. George, 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 utilities, to construct and maintain sidewalks, curb and gutter, drainage and appurtenant parts thereof in and along real property owned by Grantor in Washington County, State of Utah, and the easement being more fully described as follows:

Commencing at the South ¼ Corner of Section 20, Township 42 South, Range 15 West of the Salt Lake Base & Meridian, and running thence N.89°24'28"E. 1255.06 feet along the section line and North 584.89 feet and East 133.65 feet to the point of beginning, and running thence N.0°40'55"E. 10.00 feet; thence S.89°59'47"E. 30.00 feet; thence N.0°40'55"E. 20.00 feet; thence S.89°59'47"E. 15.00 feet; thence N.0°40'55"E. 100.00 feet; thence S.89°59'47"E. 5.00 feet to a point in the westerly right of way line of Red Cliffs Drive; thence along said Red Cliffs Drive right of way line S.0°40'55"W. 130.00 feet; thence N.89°59'47"W. 50.00 feet to the point of beginning.

Containing 1,400 square feet in area or 0.032 acre.

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

Grantee agrees to indemnify and hold Grantor harmless from any liability arising from the Grantee's work.

In the event it is necessary during the construction of the improvements in the easement area to shut down the electric or other utilities to Grantor's business, it is imperative that the disruption of electric service be done when the restaurant is closed for business, that the disruption does not occur on a Friday, Saturday or Sunday, and that the

Red Lobster #0857  
St. George, UT

duration of the disruption be no longer than two (2) to (3) hours because of restaurant product that is refrigerated. The following is a schedule of the restaurants hours of operation:

- Sun – Sat (except Monday and Thursday) – crew arrives at 8:00 a.m. On Monday and Thursday, crew arrives at 7:00 a.m.
- Sun – Saturday (except Fri and Sat) – the crew leaves at 11:30 p.m. On Friday and Saturday's the crew leaves at 12:30.

Grantee agrees to provide when available the proposed dates of construction to the restaurant's General Manager, and the Grantee further agrees to give the manager on duty at the restaurant at least 48 hours notice prior to commencing any work in the easement area. Said notification will be done either in person or by calling the restaurant at 435-656-2811.

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. In the event Grantee damages the improvements in the easement area as a direct result of the Grantee's work, Grantee will repair and/or replace such damage at Grantee's expense. If any improvement is installed, built, or placed within the easement by the Grantor after the date of recording of this easement by the Grantee, 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.

Grantor is not responsible for any costs incurred as a result of this easement grant.

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 <sup>12</sup>~~13~~ day of ~~August~~, 2013.  
~~September~~

GRANTOR: **GMRI, INC., A FLORIDA CORPORATION**

By: Beth M. Stute  
Beth Stute, Director of Asset Management

NOTARY AND SIGNATURES CONTINUED ON NEXT PAGE

STATE OF FLORIDA )  
 ) ss.  
COUNTY OF ORANGE )

On the 12 day of ~~August~~ <sup>September</sup>, 2013, A.D., personally appeared before me Beth Stute, who being by me duly sworn, did say and acknowledge that she is the Director of Asset Management of **GMRI, INC., A FLORIDA CORPORATION**, and that she executed the foregoing document on behalf of said corporation by authority of the corporation and that she executed the same for the uses and purposes stated herein

Anne Wyre  
Notary Public, State of Florida  ANNE WYRE  
MY COMMISSION # FF 021244  
EXPIRES: June 21, 2017  
Bonded Thru Budget Notary Services

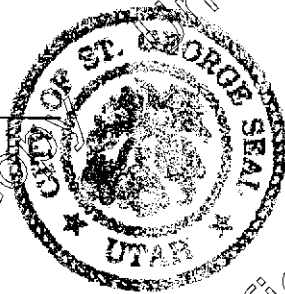
**ACCEPTANCE OF DEDICATION**

The City of St. George, 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 17 day of September, 2013.

CITY OF ST. GEORGE

Daniel D. McArthur  
Daniel D. McArthur, Mayor



ATTEST:

Christina Fernandez  
Christina Fernandez, City Recorder

Approved as to form:

Paula Houston  
Paula Houston, Deputy City Attorney

**CERTIFICATE OF ASSISTANT SECRETARY  
OF  
GMRI, INC.**

I, Ellen F. Parker, hereby certify that I am the duly qualified and acting Assistant Secretary of GMRI, Inc., a Florida corporation (the "Company"); and in such capacity I have access to the books and records of the Company and have knowledge of the business affairs of the Company; and certify the following facts:

**THAT** pursuant to written consent of the Board of Directors of the Company dated November 2, 1981, the following resolution was adopted:

**EXECUTION OF CONTRACTS IN THE TRANSFER OF PROPERTY**

**RESOLVED**, That any contract or other instrument including specifically any agreement, deed, lease, bill of sale or other document necessary or usual in the transfer, lease or encumbrance of real property (and related personal property) may be executed in the name and on behalf of this corporation by the Chairman of the Board, the President or any Vice President of this corporation, or by any officer or agent to whom the power to execute has been properly delegated by any such authorized officer.

**THAT**, the President of the Company, pursuant to the resolution referenced above, delegated to and authorized the following individual(s) the authority to execute in the name and on behalf of the Company the documents which appears opposite his/her name:

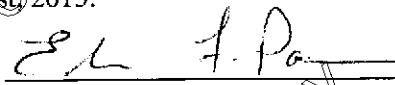
Beth Stute, Director, Asset Management

Disposition Agreements

Leases, subleases, lease renewals and other real estate documentation in connection with the transfer of real property (and personal property)

**THAT** as of the date of this Certificate all resolutions and delegations referenced herein are in full force and effect.

Dated at Orlando, Florida this 13th day of August, 2013.

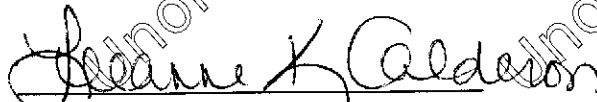
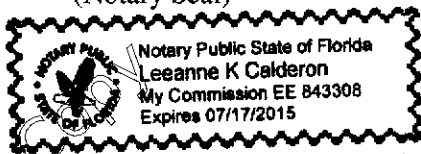


Ellen F. Parker, Assistant Secretary

**STATE OF FLORIDA  
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me this 13th day of August, 2013 by Ellen F. Parker as the Assistant Secretary of GMRI, Inc., a Florida corporation, on behalf of said corporation. Said person is personally known.

(Notary Seal)



Notary Public  
Commission Expires: