When Recorded Return To: City of St. George 175 East 200 North St. George, Utah 84770

0 0 7 1 2 9 1 9 Bk 1397 Pm 2190
RUSSELL SHIRTS * WASHINGTON CO RECORDER
2001 MAR 01 15:33 PM FEE \$.00 BY DC
FOR: ST GEORGE CITY ENGINEERING DEPT

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar and other good and valuable consideration paid to SHEFCO, LTD., a Utah partnership, herein referred to as Granters, by the City of St. George, a Utah municipal corporation, herein referred to as Grantee, the receipt of which is hereby acknowledged, the Grantors do hereby grant, bargain, sell, transfer and convey unto Grantee, its successors and assigns, perpetual easements to use, install operate, maintain, repair and replace the grade and slope, in, upon and along real property owned by Grantor and the easement being more fully described as follows:

See Exhibit A, attached hereto.

Said easements are also shown on Exhibit B, attached hereto-

Grantee shall maintain the perpetual easements 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, and to hold Grantors harmless and indemnify him from any loss, liability or expense incurred in connection with the activities of the Grantee during the term of the easement herein granted.

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 Graniors have executed this instrument this _____ day of October, 2000.

GRANTORS:

Stephen N. Sherfield, General Partner

STATE OF UTAH

SS.

County of Washington

On this $\frac{23}{}$ day of October, 2000, personally appeared before me Stephen N. Sheffield whose identity is personally known to me or proved to me on the basis of satisfactory evidence and who me duly affirmed, did say that he is the General Partner of Shefco, Ltd., and that said document was signed by him in behalf of said partnership by authority of the partnership agreement, and said Stephen N. Sheffield acknowledged to me that said partnership executed the same.

NOTARY PUBLIC DONNA A. LEONIS
40 South 100 East
St. George, than 84770
My Commission Explan October 34 2008
State of Utan

Notary Public

EAST SIDE OF KLYER ROAD PERPETUAL SLOPE EASEMENT

Beginning at a point on the easterly right-of-way line of River Road approximately feet northwesterly of intersecting point of River Road and the south line of Section 32, Township 42 South, Range 15 West SLB&M and running thence northwesterly along said easterly right-of-way line of River Road 960 feet to a point approximately 985 feet northwesterly from said south line of section 32. Said point being the terminating point of this easement.

WEST, SODE OF RIVER ROAD RIGHT-OF-WAY PERPETUAL SLOPE EASEMENT

Beginning at a point on the south line of Section 32, Township 42 south, Range 15 West SLB&M where the section line and the west right-of-way line of River Road intersect and running thence northwesterly along said west right-of-way line 178 feet to the north end of area number 1; thence beginning area number 2 at a point northwesterly 217 feet from said intersecting point; thence northwesterly 105 feet along said west right of way line to a point 322 feet north of said intersecting point being the end of area number 2; thence beginning at a point northwesterly 635 feet from said intersecting point being the beginning of area number 3; thence northwesterly 752 feet along said right-of-way line to a point 1,387 feet from the section line intersecting point and the end of area

number 3 being the terminating point of this easement.

.11 Rg 21972 SHEFCO, LTD. 100 SLOPE EASEMENTS

EXHIBITION

EXHIBITION

AND THE STATE OF SLOPE EASEMENTS OPEN DRAINAGE /
DITCH TO BE
MAINTAINED BY
CITY
SHEFCO, LTD 1450 SO