



When recorded return to:  
City of St. George  
Attn: City Attorney  
175 East 200 North  
St. George, Utah 84770

Tax ID: SG-5-2-22-111 and SG-5-2-22-112

**WATERLINE AND ACCESS ROAD EASEMENTS**

KNOW ALL MEN BY THESE PRESENTS:

As a charitable donation, White Hills, LLC, a Utah limited liability company, herein referred to as Grantor, does hereby grant, bargain, sell, transfer and convey unto the City of St. George, a Utah municipal corporation, herein referred to as Grantee, its successors and assigns, a perpetual access road easement and perpetual easements to use, install, operate, maintain, repair and replace an underground waterline, in, upon and along real property owned by Grantor in Washington County, State of Utah, and the easements being more fully described as follows:

Easement No. 1:

A 25.00 foot wide permanent waterline and access road easement 12.50 feet each side of the following described centerline:

Commencing at the Northeast Corner of Section 22, Township 42 South, Range 15 West, Salt Lake Base and Meridian;

Thence North 89°03'12" West along the Section line 428.51 feet, to the **Point of Beginning**;

Thence South 03°41'57" East, a distance of 58.15 feet;

Thence South 22°07'36" E 37.38 feet;

Thence South 35°54'32" East 173.00 feet to the **Point of Terminus**.

Easement No. 2:

A 15.00 foot wide permanent waterline easement 7.50 feet each side of the following described centerline:

Commencing at the Northeast Corner of Section 22, Township 42 South, Range 15 West, Salt Lake Base and Meridian;

Thence North 89°03'12" West along the Section line 441.05 feet;

Thence South 03°41'57" East, a distance of 7.52 feet to the **Point of Beginning**;

Thence North 89°03'12" W 1839.05 feet to a point on the Easterly right-of-way line of 3050 East Street and the **Point of Terminus**.

WSS

Grantor and Grantee acknowledge that Easement No. 2 set forth above is intended to run parallel, and within, the existing easement for the UAMPS power line.

Grantee's use of the easements set forth herein shall not interfere with any and all existing easements on Grantor's property.

Grantee shall maintain the perpetual easements, and its facilities located in them, in good repair and in a safe, clean condition at all times.

Grantee shall not use the easements in any manner that will interfere with, or disrupt the use of, Grantor's real property located adjacent to the easements nor shall Grantee encumber the easements or subject them to the imposition of liens of any type.

Grantor reserves and retains the right to use the surface area of the easements for purposes it deems necessary in its sole discretion, including further improvements to the easement property, excepting it shall not cause permanent buildings or other similar structures to be installed upon the easement property, nor shall it plant trees or large bushes or use the easement property in a manner that would unreasonably interfere with Grantee's use of the easements. In the event Grantee is required to perform maintenance or repair work on its facilities located in the easements, Grantee and Grantor shall work cooperatively to minimize the damage or disruption to Grantor's facilities located on the easement property.

Grantee shall indemnify and hold Grantor harmless from and against all liability, damages, loss and costs, including reasonable attorneys' fees, caused by, or arising out of, Grantee's acts on, use of, or installation of improvements in the easements.

Grantor shall indemnify and hold Grantee harmless from and against all liability, damages, loss and costs, including reasonable attorneys' fees, caused by, or arising out of, Grantor's acts on, use of, or installation of improvements on the easement property.

Each right and obligation in this instrument shall constitute a covenant running with the land and shall inure to and be binding upon Grantor and Grantee and to their successors and assigns.

WSS.

IN WITNESS WHEREOF, the Grantor has executed this instrument  
this 31 day of December, 2007.

GRANTOR:

White Hills, LC

Wanda Sandberg Stevens  
Wanda Sandberg Stevens, Manager

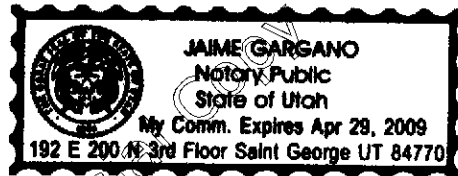
STATE OF UTAH

COUNTY OF WASHINGTON

ss:

The foregoing instrument was acknowledged before me this  
31<sup>st</sup> day of December, 2007, by Wanda Sandberg Stevens,  
Manager.

Jaime Gargano  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_  
Residing at: \_\_\_\_\_



ACCEPTANCE OF EASEMENT

The City of St. George, a municipal corporation of the State of Utah, hereby accepts the above easements, and in consideration thereof agrees that it will utilize and maintain the same consistent with the above provisions.

Dated: December 31, 2007.

City of St. George

Daniel D. McArthur  
Daniel D. McArthur, Mayor

Attest:

Boni Leming  
Deputy City Recorder



WSS