

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

DOC # 20100033216

Easements Page 1 of 4
Russell Shirts Washington County Recorder
10/04/2010 10:52:36 AM Fee \$ 0.00
By ST GEORGE CITY



Tax ID: **SG-5-2-31-3337**

PUBLIC EASEMENT

That in consideration of Ten Dollars and other good and valuable consideration paid to Crystal Inn Co., LLC, 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, 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 utility and drainage facilities and for other public use, 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 which is North 00°36'38" East 838.26 feet along the section line and South 87°38'22" East 433.91 feet, which is along the north right-of-way line of 1470 South, from the southwest corner of Section 31, Township 42 South, Range 15 West Salt Lake Base and Meridian, thence North 00°04'53" East 203.17 feet; thence South 89°55'07" East 20.00 feet; thence South 00°04'53" West 203.96 feet; thence North 87°38'22" West 20.02 feet; along the north right-of-way line of 1470 South to the Point of Beginning.

To have and to hold such property to Grantee, the City of St. George, forever for the uses and purposes normally associated with public uses such as utilities and drainage but being SUBJECT to Easements, Rights-of-Way and Restrictions of Record and those enforceable in law and equity.

During temporary periods, Grantee may use such portion of the property on and adjacent to said easement as may be necessary in connection with the construction, maintenance, repair, removal or replacement of the facilities. Grantee shall notify Grantor prior to entering the property outside the easement for purposes of initial construction or for any purpose as listed above and shall coordinate with Grantor the area to be disturbed outside the easement.

Grantee, as a condition to the granting of the easement, shall pay damages, restore or replace, in kind, at Grantee's discretion and Grantee's expense; fences, trees, landscaping, underground piping, and other improvements in the event such is damaged by the construction, maintenance, repair, replacement or removal of the facilities.

Grantor shall not build or construct, nor permit to be built or constructed, any building or other improvement over, across or under said easement, nor change the contour thereof,

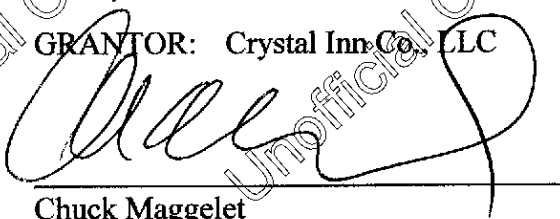
without giving written notice to Grantee. In the event Grantor gives written notification to Grantee to construct any building or other improvement over, across or under said easement, Grantor shall provide a new easement to replace the existing easement that is reasonable and allows for construction of a functional culinary water line with appurtenances. Grantor shall pay the cost to relocate the existing culinary water line and appurtenances to the new easement provided by Grantor. Grantor may not interfere with the easement in anyway. If any improvement is installed, built, or placed within the easement by Grantor or its successors or assigns, without Grantor providing a new easement, Grantor bears the risk of loss or damage to those improvements resulting from the exercise of the easement rights and Grantee is not responsible to repair, replace, maintain, indemnify or reimburse Grantor for any damage or loss. Grantor shall pay for any extra costs which Grantee incurs as a result of Grantor burdening the easement.

It is expressly understood and agreed that Grantor assumes no liability for any property damage or bodily injury resulting from Grantee's acts on or use of the subject easement. Grantee shall be responsible for any liability for property damage or bodily injury which arises as a result of Grantee's actions. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the termination of this Agreement, whether by expiration of time, by operation of law, or otherwise.

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 3rd day of September, 2010.

GRANTOR: Crystal Inn Co., LLC



Chuck Maggelet

STATE OF UTAH)
Weber ss.
County of Salt Lake

On the 3rd day of September, 2010 appeared before me Chuck Maggelet, who being by me duly sworn, did say for himself, that he is a managing member of Crystal Inn Co., LLC and that he executed the foregoing easement in behalf of said Crystal Inn Co., LLC, being duly authorized to execute the same by Crystal Inn Co., LLC thereof.





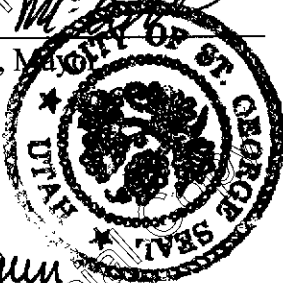
ACCEPTANCE OF DEDICATION

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 30 day of September, 2010.

CITY OF ST. GEORGE


Daniel D. McArthur, Mayor



ATTEST:


Gay Cragun, City Recorder

Approved as to form:


Paula Houston, Deputy City Attorney



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HILTON DRIVE

N87°38'22"W
20.02'

P.O.B.

1470 SOUTH

S00°04'53"W
203.96'

N00°04'53"E
203.17'

S87°38'22"E
433.91'

31'
SLB&M

N00°36'38"E
838.26'