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

DOC # 20160006140

Easements Page 1 of 5
Russell Shirts Washington County Recorder
02/24/2016 01:04:38 PM Fee \$ 0.00
By ST GEORGE CITY



Tax ID: SG-PL
Tax ID: SG-SUR - All phases

**ADDENDUM ONE TO THE RIGHT-OF-WAY EASEMENT AGREEMENT
Golf Cart Use at Sun River St. George (Document No. 20110024470)**

This Addendum One to the Right-of-Way Easement Agreement, Golf Cart Use at Sun River St. George, is entered into on the date set forth below (hereinafter "Addendum One"). Addendum One is entered into between the City of St. George, Utah (the "City") and the Sun River St. George Community Association, Inc. ("Sun River"), for the purpose of adding property to the Right-of-Way Easement Agreement, Golf Cart Use at Sun River St. George, dated on or about April 28, 2011, and recorded by the Washington County Recorder, as Document Number 20110024470, on or about August 11, 2011 (hereinafter the "2011 Easement Agreement").

Recitals

A. WHEREAS, the City and Sun River (hereinafter sometimes collectively referred to as the "Parties") desire to add property to the 2011 Easement Agreement as described on Exhibits A and B attached hereto and incorporated herein (the "Property"); and

B. WHEREAS, the City and Sun River desire that all of the original terms of the 2011 Easement Agreement apply to this Agreement, and to the Property added by this Agreement. The Parties do not desire to replace or void the 2011 Easement Agreement by this Agreement, but only add to the 2011 Easement Agreement.

Additional Agreement Terms

NOW THEREFORE, the Parties additionally agree as follows:

In consideration of Ten Dollars and other good and valuable consideration paid to the City, grantor, by Sun River, grantee, the receipt of which hereby is acknowledged, the City does hereby grant, bargain, sell, transfer and convey unto Sun River, its successors and assigns, a perpetual easement for ingress and egress, to use, install, operate, maintain, repair, remove, relocate and replace a private golf cart and pedestrian trail, on real property owned by the City in Washington County, State of Utah. The easement is more fully described as follows:

For Legal Description and Diagram See Exhibits A & B, attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD such Property to grantee, Sun River, for the uses and purposes normally associated with an easement for a golf cart and pedestrian trail. Grantor, the City, hereby retains all rights and uses normally associated with a public pedestrian and bicycle trail, and other public uses such as utilities and drainage.

In addition to the terms set forth in the 2011 Easement Agreement, the City is not responsible to repair, replace, maintain, indemnify or reimburse Sun River for any damage or loss incurred as a result of the City installing, maintaining, or repairing a public pedestrian and bicycle trail, and

other public facilities such as utilities and drainage. Sun River also shall pay any costs which the City incurs as a result of Sun River burdening the easement in any way.

In addition to the terms set forth in the 2011 Easement Agreement, Sun River will not build or construct, nor permit to be built or constructed, any building, fence, retaining wall, or other improvement over or across the Property, nor change the contour thereof, without written consent of the City. Sun River will not permit activities to occur which may cause damage to public facilities or utilities, or an unsafe condition. Planting deep rooted trees over public facilities or utilities is prohibited. If Sun River's permitted activities disturb public facilities or utilities, Sun River is responsible for any and all repairs, not the City.

In addition to the terms set forth in the 2011 Easement Agreement, Sun River will install a stop sign and curb cut at the intersection of Sun River's private golf cart and pedestrian trail and the City's public pedestrian and bicycle trail on the Property, making it clear that the private uses must yield to the public uses.

The grant and other provisions of this Agreement, and the 2011 Easement Agreement, shall constitute covenants running with the land for the benefit of Sun River, and its successors and assigns.

No further additions or modifications are made to the 2011 Easement Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum One to the 2011 Easement Agreement, on this 24 day of February, 2016.

SUN RIVER ST. GEORGE COMMUNITY ASSOCIATION, INC., GRANTEE

Erik Nilsson
By: Erik Nilsson
Its: vice President

Merrill Russell
By: Merrill Russell
Its: Secretary

CITY OF ST. GEORGE, A UTAH MUNICIPAL CORPORATION GRANTOR

Jonathan T. Pike
Jonathan T. Pike
Mayor

ATTEST:
Christina Fernandez
Christina Fernandez
City Recorder



EXHIBIT A

Private Trail and Golf Cart Easement Description

Beginning at the southerly corner of Sun River St. George Phase 13, said point being North 01°13'39" East 3,900.59 feet along the extension of the section line and East 3,959.84 feet from the Southwest Corner of Section 23, Township 43 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence North 11°59'04" East 94.27 feet along the easterly line of Sun River St. George Phase 13;

thence North 33°18'02" East 94.48 feet;
thence South 09°49'34" West 124.55 feet;
thence South 19°29'11" West 15.79 feet;
thence South 51°49'55" West 87.49 feet;
thence North 61°53'59" West 14.53 feet;
thence South 28°05'45" West 9.50 feet;
thence North 61°54'15" West 33.31 feet;
thence North 28°05'45" East 7.00 feet;
thence South 61°54'15" East 13.31 feet;
thence North 28°05'45" East 14.44 feet to the southerly line of Sun River St.

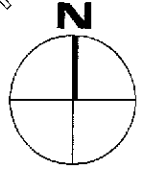
George Phase 13;

thence northeasterly 23.04 feet along an arc of a 25.03 foot radius curve to the left (center bears North 03°55'15" West, long chord bears North 59°42'46" East 22.23 feet with a central angle of 52°43'58") along said southerly line of Sun River St. George Phase 13;

thence South 59°17'55" East 34.31 feet along said southerly line of Sun River St. George Phase 13 to the Point of Beginning;

EXHIBIT B

LEGAL DESCRIPTION PLAT FOR
Addendum to Golf Cart Use Agreement and
Private Golf Cart and Pedestrian Easement



ST. GEORGE, UTAH

SCALE: 1" = 50'

2-18-16

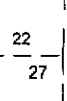
P.O.B.

Addendum to Golf
Cart Use Agreement
and Private Golf Cart
and Pedestrian
Easement

N90°00'00"E
3,959.84' (tie)

N01°13'54"E
3,900.59'
' (tie)

SW COR. SEC. 23
T 43 S, R 16 W,
SLB & M
(BRASS CAP)



EXIST. RE-USE
WATERLINE

P.O.B.

BLUEGRASS WAY

Sun River

City Parcel

proposed private
trail and cart path

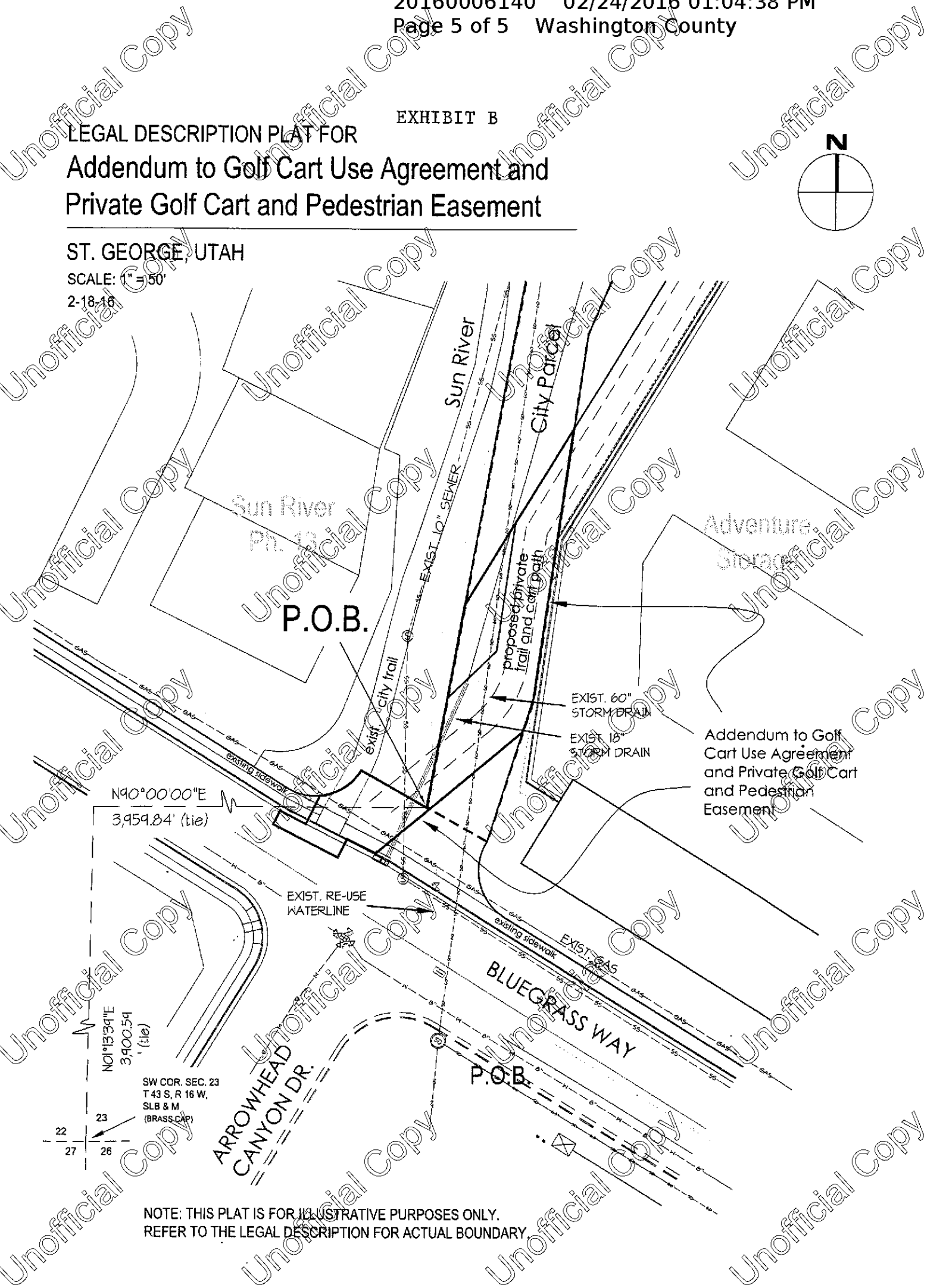
EXIST. 60"
STORM DRAIN

EXIST. 18"
STORM DRAIN

EXIST. 10" SEWER

EXIST. city trail

Adventure
Storage



NOTE: THIS PLAT IS FOR ILLUSTRATIVE PURPOSES ONLY.
REFER TO THE LEGAL DESCRIPTION FOR ACTUAL BOUNDARY.