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DOC # 20160009521

Easements Page 1 of 5  
Russell Shirts Washington County Recorder  
03/21/2016 02:43:35 PM Fee \$ 0.00  
By ST GEORGE CITY



When Recorded, Mail To:

City of St. George  
Attn: City Attorney  
175 East 200 North  
St. George, Utah 84770

With a Copy To:

Suburban Land Reserve, Inc.  
c/o Kirton McConkie  
Attn: Kirk Grimshaw  
50 East South Temple St.  
Salt Lake City, Utah 84020

Tax Parcel ID Nos: SG-5-2-34-4101 and  
SG-5-2-34-4400

**PUBLIC DRAINAGE EASEMENT AND AGREEMENT**

(Drainage Adjacent to The Fields At Mall Drive Plat)

This Public Drainage Easement and Agreement (this "Agreement") is granted on the date set forth below, by SUBURBAN LAND RESERVE, INC., a Utah corporation ("Grantor"), to the CITY OF ST. GEORGE, a Utah municipal corporation ("Grantee"). Grantor and Grantee sometimes are referred to as the "Parties."

In consideration of One Dollar, and other good and valuable consideration paid to Grantor by Grantee, the receipt of which is hereby acknowledged, Grantor hereby grants, transfers, and conveys, without warranty, unto Grantee, and its successors and assigns, a perpetual, non-exclusive drainage, and ingress and egress easement (the "Drainage Easement") to use, and convey public drainage originating from whatever source, public or private, including, but not limited to, storm water, surface drainage, catch basin, adjacent development, snow and ice melt, seasonal flows, irrigation, and ground water (collectively, the "Drainage"), in an open ditch as shown on Exhibit A, attached hereto and incorporated herein by this reference, and hereafter described as the "Drainage Easement Area."

TO HAVE AND TO HOLD such Drainage Easement to Grantee forever for the uses and purposes normally associated with public drainage, subject to the terms and conditions of this Agreement. The Drainage Easement Area is located on property owned by Grantor, and also identified on Exhibit A, hereinafter described as the "Grantor Property."

Grantor hereby agrees to design, construct, operate, and maintain the Drainage Easement Area on the Grantor Property in good working condition, conduct periodic inspections, maintain all inlets, channels, ditches, as well as other improvements and vegetation to control the risks associated with the Drainage Easement. If Grantor fails to do so, after reasonable notice by the City, the City may correct the violation by entering the private property of Grantor, and perform all necessary work to correct the failure. The cost of any corrective action by the City shall be charged to the Grantor, and promptly paid, and if not paid, a lien will be placed on the Property to secure payment.

Grantee and its agents, servants, employees, consultants, contractors and subcontractors (collectively, "Grantee's Agents") shall have the right to enter upon the Drainage Easement Area solely for the purposes permitted by this Agreement.

Grantor hereby reserves the right to use the Drainage Easement Area for any use not inconsistent with Grantee's permitted use. Grantee hereby understands and agrees that this Drainage Easement is granted on a non-exclusive basis and that other third parties have been, and/or may be in the future, granted the right by Grantor to use the Drainage Easement Area and/or surrounding areas in a way that does not materially prevent or impair the use or exercise of the easement rights granted hereby.

Grantee shall promptly repair any damage to the Grantor Property and Grantor's improvements located thereon caused by Grantee and/or Grantee's Agents, and shall restore the Grantor Property and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Grantor Property by Grantee and Grantee's Agents.

Grantee hereby agrees to indemnify, save, defend (with counsel reasonably acceptable to Grantor) and hold harmless Grantor, and any entity controlling, controlled by, or under control of Grantor, and its and their affiliates' officers, directors, employees, managers, members, agents and servants ("Affiliates") from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage that any be incurred by Grantor or its Affiliates as a result of any (i) actual entry onto the Drainage Easement Area by Grantee and/or any employees, contractors, or representatives of Grantee, and/or (ii) any work performed on the Drainage Easement Area and/or the improvements by Grantee and/or any employees, contractors, or representatives of Grantee.

Notwithstanding the foregoing, if any improvement are installed, built, or placed within the Drainage Easement Area, the Grantor and its successors and assigns bears the risk of loss or damage to those improvements resulting from the exercise of the easement rights, and the Grantee is not responsible to repair, replace, maintain, indemnify, or reimburse the Grantor for any damage or loss related thereto.

Grantor reserves the right to improve, pipe, relocate, or realign the drainage and the Drainage Easement Area, at Grantor's cost and expense, provided that such change provides Grantee with comparable easement rights and functionality. If Grantor requires relocation or realignment of the Drainage Easement Area, Grantee has the right to accept or reject the proposed change, and Grantee's acceptance will not be unreasonably withheld. Grantee agrees to cooperate with Grantor when its real property develops with respect to relocation of the Drainage Easement Area. Relocation of the Drainage Easement Area terminates the use of the easement in its prior location.

This Drainage Easement shall attach to and run with the land.

*[Signatures and Acknowledgements to follow]*

IN WITNESS WHEREOF, the Grantor has executed this instrument this 17<sup>th</sup> day of March, 2016.

GRANTOR: SUBURBAN LAND RESERVE, INC.,  
A Utah corporation

R. Steven Romney  
By: R. STEVEN ROMNEY  
Name:  
Title: PRESIDENT

STATE OF UTAH )  
                                  :  
COUNTY OF SALT LAKE )

On the 17<sup>th</sup> day of March, 2016, R. Steven Romney personally appeared before me, who being by me duly sworn did say that s/he is the President of SUBURBAN LAND RESERVE, INC., and that s/he executed the foregoing easement on behalf of said corporation by authority of a resolution of its board of directors, and s/he did acknowledge that the corporation executed the same for the uses and purposes stated therein.

Colette D. Yates  
Notary Public

ACCEPTANCE OF EASEMENT BY  
GRANTEE: THE CITY OF ST. GEORGE,  
A Municipal Corporation

Jonathan T. Pike  
Jonathan T. Pike, Mayor

 **COLETTE D. YATES**  
NOTARY PUBLIC - STATE OF UTAH  
My Comm. Exp. 07/18/2018  
Commission # 678614

ATTEST:

Christina Fernandez  
City Recorder



APPROVED AS TO FORM:

N. H. Hales 3/18/16  
Victoria H. Hales, Assistant City Attorney

EXHIBIT A

(Drainage Easement Area)

Beginning at a point on the Easterly line of Block 1, Joseph Sander's Entry, said point being on the southerly line of The Fields at Mall Drive, said point also being South 00°31'50" West 802.31 feet along the center section line and West 18.50 feet from the North Quarter Corner of Section 34, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;

thence South 00°31'50" West 15.00 feet along said easterly line of Block 1, Joseph Sander's Entry;

thence North 88°37'39" West 650.94 feet;  
thence South 00°06'43" East 506.46 feet;  
thence North 88°56'53" West 642.88 feet;  
thence North 88°59'29" West 16.50 feet;  
thence North 88°56'53" West 1,321.11 feet;  
thence North 00°50'38" East 25.00 feet;  
thence South 88°56'53" East 1,321.04 feet;  
thence South 88°59'29" East 16.50 feet;  
thence South 88°56'53" East 617.54 feet;  
thence North 00°06'43" West 496.60 feet;  
thence South 88°37'39" East 676.12 feet to and along said southerly line of The Fields at Mall Drive to the Point of Beginning.

Clk by JB 7 Oct. 2015



