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DOC # 20200005077

Easements Page 1 of 5
Russell Shirts Washington County Recorder
01/30/2020 03:55:42 PM Fee \$ 0.00
By ST GEORGE CITY

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



Tax ID: SG-5-2-34-4402; SG-5-2-34-4403

MUNICIPAL UTILITY EASEMENT

That in consideration of Ten Dollars and other good and valuable consideration paid to **Woodland Estates Washington Fields, LLC, a Utah Limited Liability Company**, Grantor, by the City of St. George, a Utah municipal corporation, 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; for unimpeded perpetual ingress and egress for vehicular and pedestrian traffic over, upon and across the roads, driveways, access ways, entrances, exits and sidewalks as such currently exist and as may be developed from time to time by Grantor; 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:

See Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD such property to Grantee, the City of St. George, forever for the uses and purposes normally associated with municipal uses such as utilities and drainage.

Grantor may not install, build, place or cause or allow anything to be installed, built, or placed in the easement. 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, 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.


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.

ACCEPTANCE OF DEDICATION

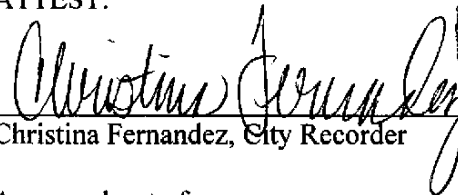
The City of St. George, a municipal corporation of the State of Utah, hereby accepts the above conveyance and dedication, and in consideration thereof agrees that it will utilize and maintain the same for purposes consistent with the above dedication.

DATED this 16 day of January, 2020

CITY OF ST. GEORGE


Jonathan T. Pike, Mayor

ATTEST:


Christina Fernandez, City Recorder



Approved as to form:


 1/16/20
Paula Houston, Deputy City Attorney
Victoria R. Walco, Assistant



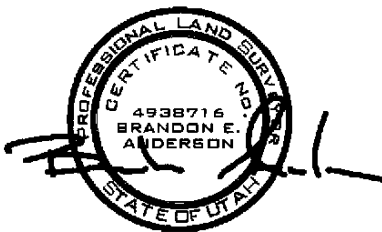
Exhibit "A"

Beginning at a point being North 00°50'38" East 1,344.05 feet along the section line and East 227.64 feet from the West Quarter Corner of Section 34, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;

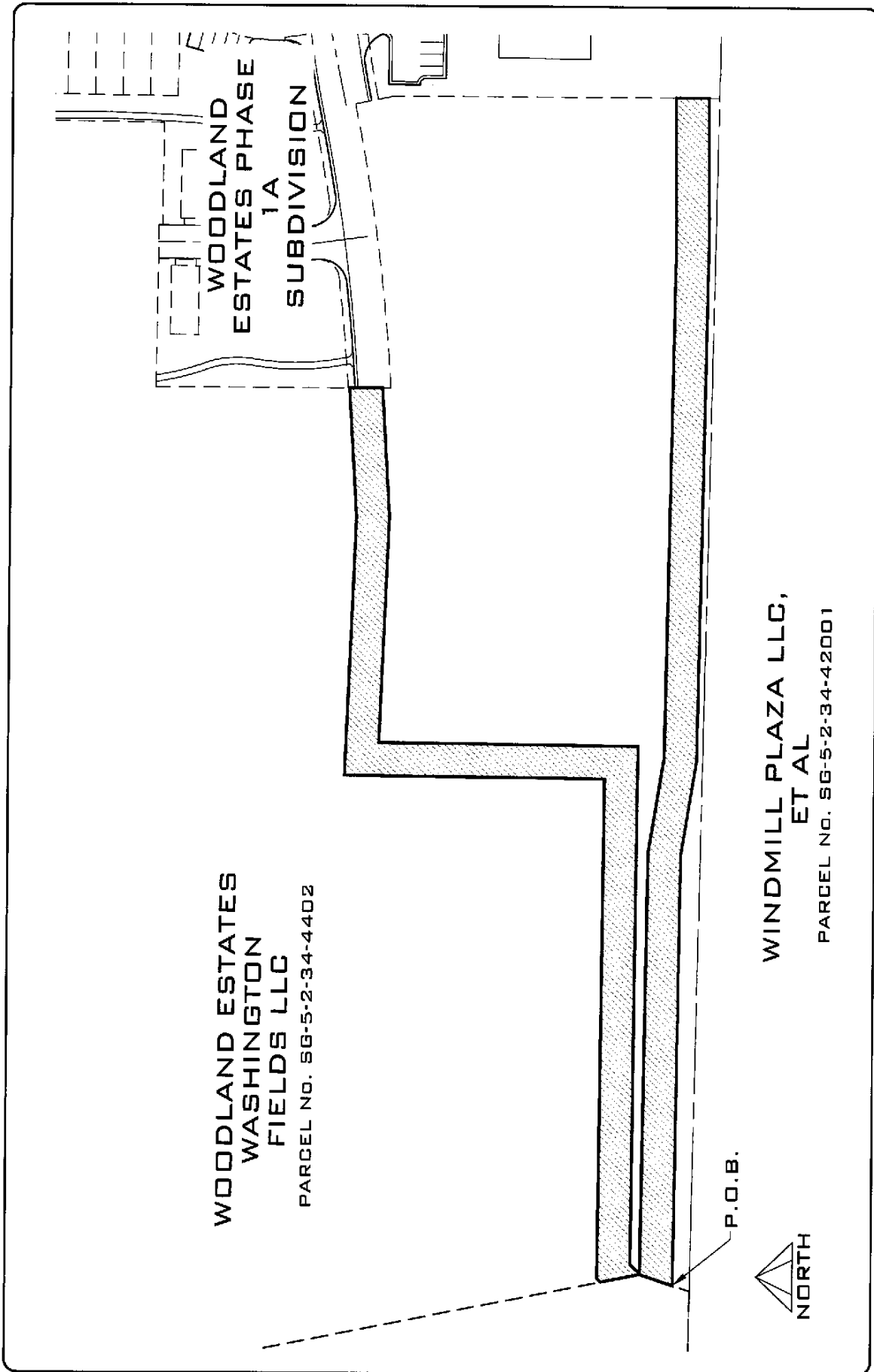
thence North 18°15'34" East 26.41 feet;
thence North 11°20'11" West 29.98 feet;
thence North 43°01'24" East 3.81 feet;
thence South 89°31'18" East 378.08 feet;
thence North 00°30'28" East 197.60 feet;
thence South 87°43'29" East 195.49 feet;
thence North 86°29'05" East 97.45 feet to the westerly line of Woodland Estates Townhomes Phase 1A;

thence South 00°00'03" East 25.05 feet along said westerly line;
thence South 86°29'05" West 97.18 feet;
thence North 87°43'29" West 170.98 feet;
thence South 00°30'28" West 196.80 feet;
thence North 89°31'18" West 392.07 feet;
thence South 43°01'24" West 9.96 feet;
thence South 89°15'28" East 318.89 feet;
thence South 80°42'08" East 72.20 feet;
thence South 89°02'30" East 399.14 feet;
thence North 89°27'14" East 99.37 feet to the westerly line of Woodland Estates Townhomes Phase 1A;

thence South 25.00 feet along said westerly line;
thence South 89°27'14" West 99.46 feet;
thence North 89°02'30" West 401.29 feet;
thence North 80°42'08" West 72.15 feet;
thence North 89°15'28" West 325.66 feet to the Point of Beginning.



September 4, 2019



DATE: 9/04/2019	
JOB NO.:	9985-17
DRAWN BY:	B.E.A.
DESIGNED BY:	B.E.A.
SCALE:	1"=100'
DWG:	SURVEY-EXHIBIT
REVISIONS	DATE
352 EAST RIVERSIDE DRIVE, SUITE A-3 51 GEORGE, UTAH 84790 PH (435) 673-8586 FX (435) 673-8597 WWW.RACIVIL.COM	
EXHIBIT MAP	
SHEET	
1	
OF 1 SHEETS	