

DOC # 20200021872

Easements Page 1 of 5
Russell Shirts Washington County Recorder
05/04/2020 12:41:07 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-5-2-34-4101

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.

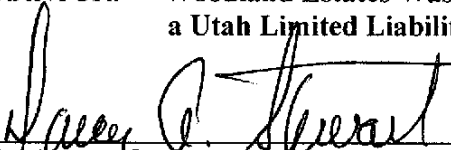
TO HAVE AND TO HOLD such property to Grantee, the City of St. George, forever for the uses and purposes normally associated with municipal uses such as utilities and drainage.

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.

IN WITNESS WHEREOF, the Grantors has executed this instrument this 25th day of March, 2020.

GRANTOR: Woodland Estates Washington Fields, LLC,
a Utah Limited Liability Company



Woodland Estates Washington Fields, LLC, - Manager

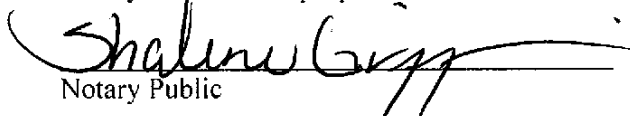
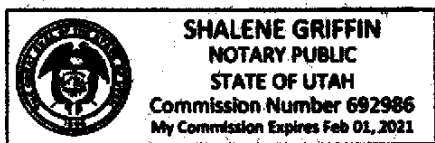
By: Darcy A. Stewart

STATE OF UTAH)

ss.

COUNTY OF WASHINGTON)

On the 25th day of March 2020, before me Shalene Griffin, a notary public, personally appeared Darcy Stewart proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he/she executed the same voluntarily for its stated purpose.

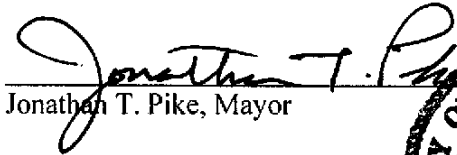

Notary Public

ACCEPTANCE OF DEDICATION

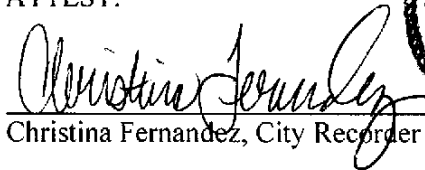
The City of St. George, a municipal corporation of the State of Utah, hereby accepts the above conveyance and dedication, and in consideration thereof agrees that it will utilize and maintain the same for purposes consistent with the above dedication.

DATED this 16 day of April, 2020

CITY OF ST. GEORGE


Jonathan T. Pike, Mayor

ATTEST:


Christina Fernandez, City Recorder



Approved as to form:

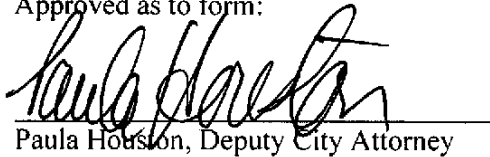
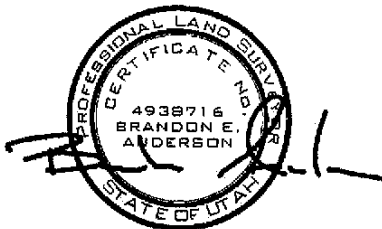

Paula Houston, Deputy City Attorney



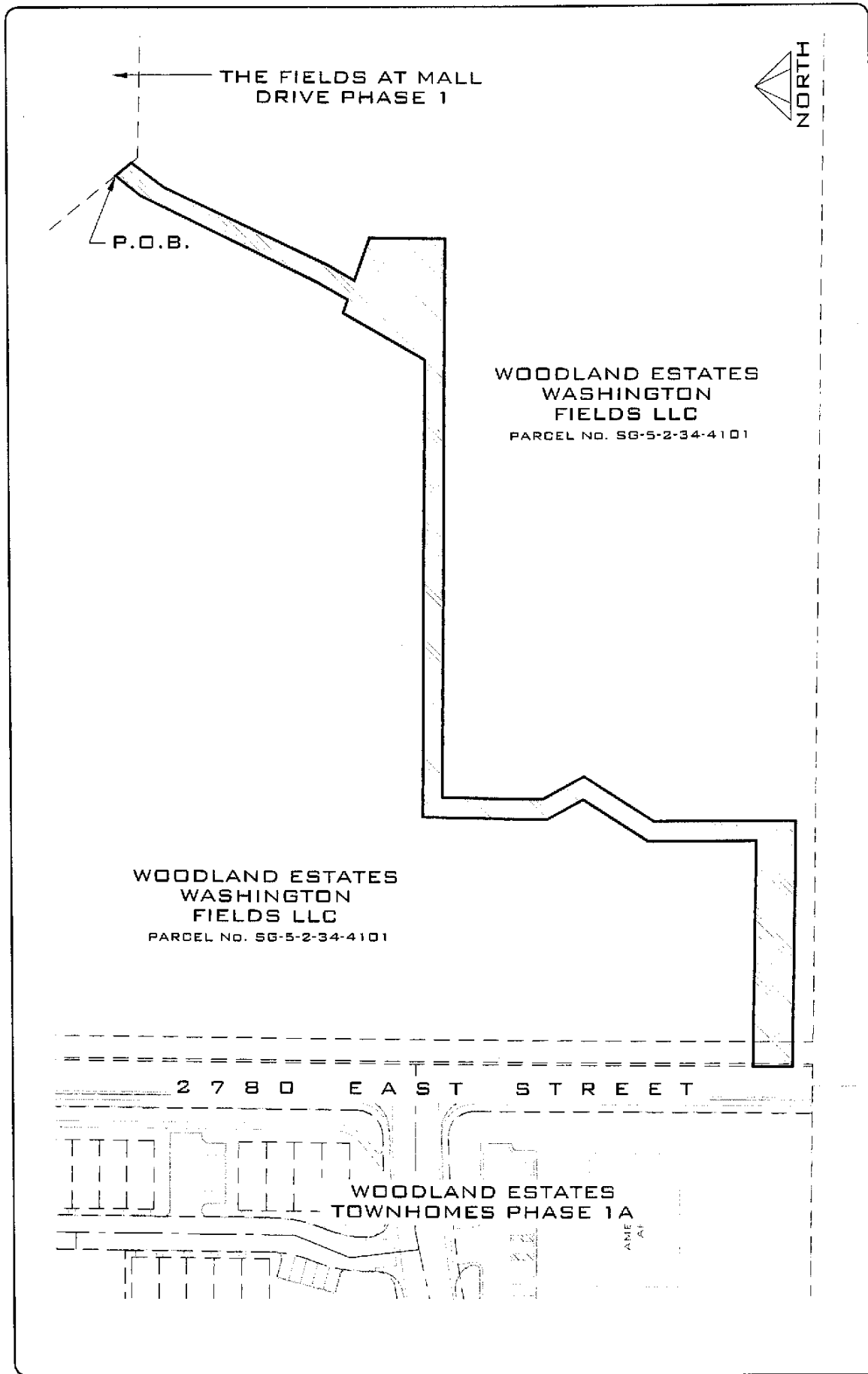
Exhibit "A"

Beginning at a point on the southerly line of The fields at Mall Drive, Phase 1, said point being North 00°50'38" East 1,836.45 feet along the section line and East 1,985.92 feet from the West Quarter Corner of Section 34, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;

thence South 38°39'21" East 15.42 feet along said southerly line;
thence South 36°44'36" West 30.76 feet;
thence South 25°25'31" West 136.21 feet;
thence South 29°49'02" West 24.46 feet;
thence South 70°05'48" East 34.23 feet;
thence South 01°03'07" West 57.33 feet;
thence North 89°21'08" West 420.78 feet;
thence South 01°22'16" West 76.42 feet;
thence South 28°03'33" East 35.84 feet;
thence South 32°39'15" West 62.87 feet;
thence South 00°08'37" West 107.90 feet;
thence North 88°45'38" West 186.07 feet to the easterly line of The Woodlands Estates Townhomes Phase 1A;
thence North 00°41'17" East 30.00 feet along said easterly line;
thence South 88°45'38" East 170.78 feet;
thence North 00°08'37" East 81.98 feet;
thence North 32°39'15" East 58.46 feet;
thence North 28°03'33" West 30.99 feet;
thence North 01°22'16" East 95.17 feet;
thence South 89°21'08" East 344.38 feet;
thence North 29°49'02" East 71.24 feet;
thence South 70°05'48" East 10.82 feet;
thence North 29°49'02" East 26.59 feet;
thence North 26°03'34" East 149.26 feet;
thence North 38°47'02" East 23.85 feet to the Point of Beginning.




March 20, 2020



DATE	03 20 2020
JOB NO.	9205-13
DRAWN BY:	E.E.A.
DESIGNED BY:	E.E.A.
SCALE:	1"=120'
DWG:	SURVEY-EXHIBIT
DATE	
REVISIONS	

ROSENBERG
A S S O C I A T E S
CIVIL ENGINEERS • LAND SURVEYORS



352 EAST RIVERBIDE
DRIVE, SUITE A-2 ST.
GEORGE, UTAH 84790
Ph (435) 673-8366
Fz (435) 673-8397
www.PACIVIL.COM

EXHIBIT MAP

SHEET
1
OF 1 SHEETS