

When Recorded Return To:
Arancio Point Homeowners Association
c/o Ence Homes
619 S. Bluff St., Tower 2
St. George, Utah 84770

Tax ID: SG-APD-2-5
SG-APD-2-6
SG-APD-2-7
SG-APD-1-11
SG-APD-1-12
SG-APD-1-13
SG-APD-1-14
SG-APD-1-15

PRIVATE DRAINAGE EASEMENT

That in consideration of One Dollar and other good and valuable consideration paid to Macro, a Utah Limited Liability Company, herein referred to as Grantor, by the Arancio Point Homeowners Association, herein referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey unto Grantee, its successors and assigns, a perpetual private drainage easement for the maintenance of surface drainage including ingress and egress in and along real property owned by Grantor in Washington County, State of Utah, and the easement being more fully described as follows:

LEGAL DESCRIPTION

A 4 foot wide private drainage easement adjacent to the west line of Lots 5-7, Arancio Point at Divario Phase 2 Subdivision, and Lots 11-15, Arancio Point at Divario Phase 1 Subdivision along the BLM boundary, the westerly line of which is more particularly described as follows:

Beginning at the Southwest Corner of Lot 5, Arancio Point at Divario Subdivision, Phase 2, said point being located South 1°50'31" West, a distance of 66.33 feet along the center section line from the Center ¼ Corner, Section 28, T. 42 S., R. 16 W., SLB & M; thence along the west boundary line of the Arancio Point Subdivision at Divario Phase 2 and Arancio Point Subdivision at Divario Phase 1, said line also being the BLM boundary, as follows: North 1°50'31" East, a distance of 66.33 feet; thence North 1°50'40" East, a distance of 804.06 feet to the point of ending, said point also being the Northwest Corner of Lot 15, Arancio Point at Divario Subdivision Phase 1.

TO HAVE AND TO HOLD such property to Grantee, Arancio Point Homeowners Association, forever for the uses and purposes normally associated with a private drainage easement, including ingress and egress for the maintenance of surface drainage improvements within the easement.

Grantee agrees to assume the responsibility to maintain the existing storm drain improvements within the easement. Grantee agrees to in no way encumber said easement or subject it to the imposition of liens of any type during the term of this easement. Grantee shall maintain the perpetual easement in good repair; however, there is no representation on the part of Grantee that the easement shall have capacity to accommodate all future flooding, erosion and drainage problems that may arise.

Grantor may not disturb the existing ground surface or install, build, place, or allow anything to be placed in the easement adjacent to BLM managed lands without the consent of the Grantee. If any improvement is installed, built, or placed within the easement, Grantor 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 Grantor for any damage or loss.

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 21 day of December 2021.



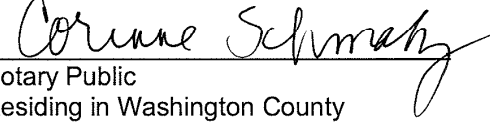
Troy Ence, Managing Member
Macro, a Utah Limited Liability Company

STATE OF UTAH

County of Washington

On this 20th day of December, 2021, personally appeared before me, Troy Ence, who being by me duly sworn did say that he/she is the Managing Member of Macro, a Utah Limited Liability Company, and that he executed the forgoing document on behalf of said Limited Liability Company being authorized and empowered to do so by the operating agreement of Macro, a Utah Limited Liability Company, and he did duly acknowledge to me that such Limited Liability Company executed the same for the uses and purposes states herein.

My commission expires 7/8/24



Notary Public
Residing in Washington County

