

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

Tax ID: SG-5-2-32-229-A

DOC # 20230003364

Easements Page 1 of 4
Gary Christensen Washington County Recorder
02/08/2023 10:00:01 AM Fee \$ 0.00
By ST GEORGE CITY



MUNICIPAL UTILITY EASEMENT

That in consideration of Ten Dollars and other good and valuable consideration paid to RCSG 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 municipal utilities; 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" and Exhibit "B" 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 6th day of

December, 2023

GRANTOR: RCSG LLC, a Utah Limited Liability Company


Name (Print) TREVOR J. INERSON

Position - OWNER

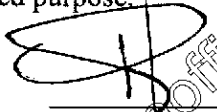
STATE OF ~~UTAH~~ [#] Idaho

ss.

COUNTY OF Madison)

On the 14th day of Dec. 2022 before me, The Undersigned, a notary public, personally appeared Travis J. Erickson 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.

HEATHER LEA ERICKSON
Notary Public
State of Idaho
Commission #50139



Notary Public

Residing in Idaho Falls ID
Commission Expires 03-11-2025

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 14th day of February, 2023

CITY OF ST. GEORGE

Michelle Randall
Michelle Randall, Mayor

ATTEST:

Christina Fernandez
Christina Fernandez, City Recorder



APPROVED AS TO FORM:

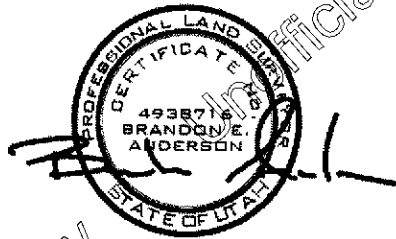
Jami Brackin
Jami Brackin, Deputy City Attorney



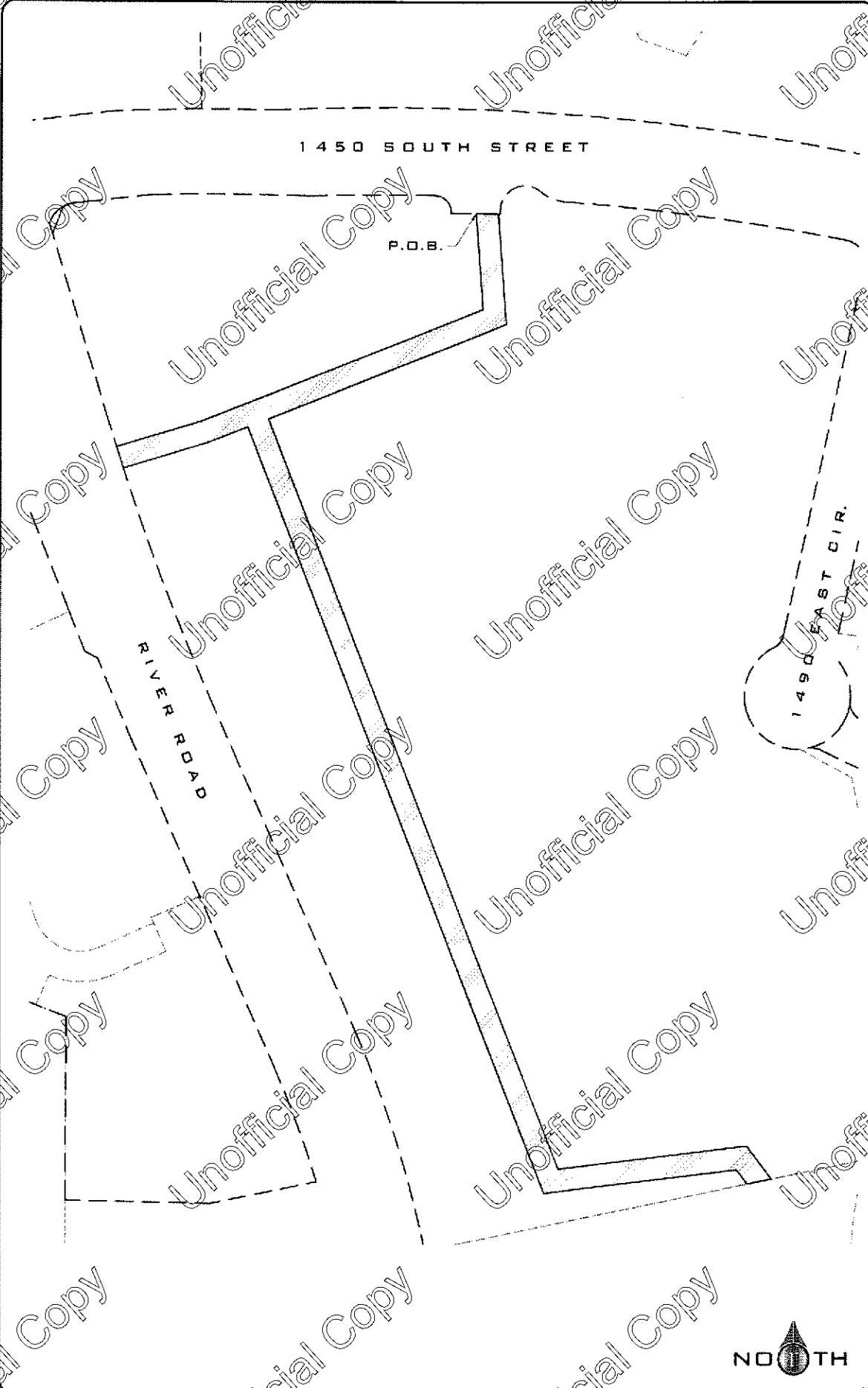
Exhibit "A"

Beginning at a point on the southerly line of 1450 South Street, said point being South 00°32'03" West 4,253.53 feet along and beyond the section line and West 1,144.06 feet from the Northwest Corner of Section 33, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;

thence South 88°49'13" East 25.11 feet along said southerly line of 1450 South Street;
 thence South 04°17'42" East 123.01 feet;
 thence South 68°30'57" West 288.51 feet;
 thence South 21°29'03" East 897.69 feet;
 thence North 83°11'46" East 214.67 feet;
 thence South 37°07'21" East 46.25 feet to the northerly line of The Boulders Phase 1;
 thence South 78°31'12" West 27.73 feet along said northerly line of The Boulders Phase 1;
 thence North 37°07'21" West 19.91 feet;
 thence South 83°11'46" West 219.62 feet;
 thence North 21°29'03" West 916.99 feet;
 thence South 68°30'57" West 49.47 feet;
 thence South 73°09'21" West 98.84 feet to the easterly line of River Road;
 thence Northerly 25.01 feet along an arc of a 2,814.93 foot radius curve to the right (center bears North 71°40'17" East, long chord bears North 18°04'27" West 25.01 feet with a central angle of 00°30'32") along said easterly line of River Road;
 thence North 73°09'21" East 98.37 feet;
 thence North 68°30'57" East 343.53 feet;
 thence North 04°17'42" West 106.97 feet to the Point of Beginning.



December 6, 2022



DATE	12/08/2022
NO. OF SHEETS	440-00-082
DRAWN BY	B.E.A.
SCALE	1"=150'
DWS SURVEY EXHIBIT	

REVISIONS	DATE

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



352 EAST RIVERSIDE
 Drive, Suite A-2
 ST. GEORGE, ILLINOIS
 64720
 435.673.8586
 WWW.RACIVL.COM

EXHIBIT MAP

SHEET 4
 OF SHEETS

Unofficial Copy