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DOC # 20230012804

Easements Page 1 of 5
Gary Christensen Washington County Recorder
05/04/2023 02:46:01 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-5-3-10-1234, SG-5-3-11-341 & SG-5-3-11-445

MUNICIPAL UTILITY EASEMENT

That in consideration of Ten Dollars and other good and valuable consideration paid to DEVELOPMENT SOLUTIONS GROUP, INC. a Utah corporation and QUALITY PROPERTIES, INC., a Utah corporation, collectively, 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 municipal 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 Exhibits "A & 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 utilities.

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. It is anticipated that Grantor will install, build, or place a public roadway over the easement, and this easement shall expire when a roadway dedication plat or subdivision plat respecting the property described in Exhibit "A" is recorded in the office of the Washington County Recorder.

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 23rd day of MARCH, 2023.

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Signatures on following pages

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 28 day of April, 2023.

CITY OF ST. GEORGE

Michele Randall
Michele Randall, Mayor

ATTEST:

Christina Fernandez
Christina Fernandez, City Recorder



Approved as to form:

Jami Brackin
Jami Brackin, Deputy City Attorney

EXHIBIT "A"

BEGINNING AT THE SOUTHEASTERLY BOUNDARY CORNER OF THE WEBB ACRES – PHASE 2 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, SAID POINT BEING NORTH 01°00'10" EAST ALONG THE SECTION LINE, A DISTANCE OF 429.829 FEET AND SOUTH 88°59'50" EAST 0.345 FEET FROM THE WEST QUARTER CORNER OF SECTION 11, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, (BASIS OF BEARING BEING SOUTH 01°00'22" WEST ALONG THE SECTION LINE, BETWEEN THE WEST QUARTER CORNER AND THE SOUTHWEST CORNER OF SAID SECTION 11), SAID POINT ALSO BEING ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS NORTH 88°40'51" EAST), AND RUNNING THENCE SOUTHEASTERLY ALONG THE ARC OF A 420.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 29°04'18", A DISTANCE OF 213.106 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A 421.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 32°45'34", A DISTANCE OF 240.710 FEET TO A POINT ON THE QUARTER SECTION LINE; THENCE SOUTH 88°24'08" EAST ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 29.965 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS NORTH 89°40'44" WEST); THENCE ALONG THE ARC OF A 510.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 00°41'06", A DISTANCE OF 6.097 FEET; THENCE SOUTH 01°00'22" WEST 50.146 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 2965.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 02°12'52", A DISTANCE OF 114.597 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A 3035.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 02°12'43", A DISTANCE OF 117.164 FEET; THENCE SOUTH 01°00'12" WEST 523.752 FEET; THENCE NORTH 88°42'38" WEST 10.000 FEET; THENCE NORTH 01°00'22" EAST 1.658 FEET; THENCE NORTH 88°59'40" WEST 60.000 FEET; THENCE NORTH 01°00'11" EAST 521.148 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 3015.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 02°12'07", A DISTANCE OF 115.869 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A 3035.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 02°12'17", A DISTANCE OF 116.788 FEET; THENCE NORTH 01°00'22" EAST 50.146 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 440.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 31°24'31", A DISTANCE OF 241.202 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A 399.556 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 31°24'14", A DISTANCE OF 218.997 FEET TO THE SOUTHERLY BOUNDARY OF SAID WEBB ACRES – PHASE 2 SUBDIVISION; THENCE SOUTH 89°00'52" EAST ALONG SAID SUBDIVISION BOUNDARY, A DISTANCE OF 40.345 FEET TO THE POINT OF BEGINNING.

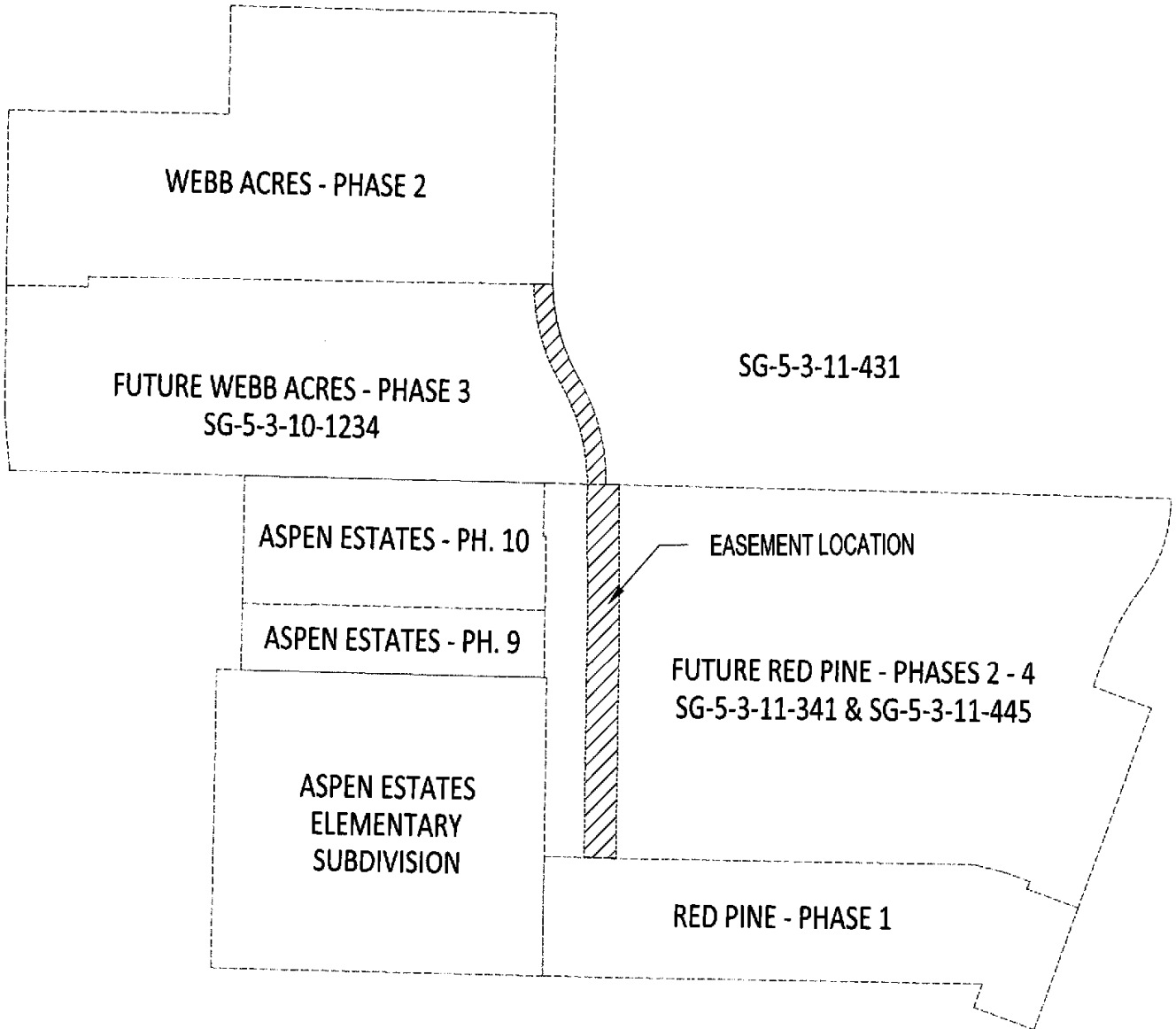


EXHIBIT B - MUNICIPAL UTILITY EASEMENT