

141

DOC # 20230016493

Agreement Page 1 of 14  
Gary Christensen Washington County Recorder  
06/06/2023 10:31:37 AM Fee \$ 0.00  
By ST GEORGE CITY



When Recorded Return To:  
City of St. George  
Attn: Legal Department  
175 East 200 North  
St. George, Utah 84770

Tax ID #: SG-SUR-all phases, SG-VISR-all phases, SG-SURC- all phases

**EXPANDED RIGHT-OF-WAY EASEMENT AGREEMENT  
Golf Cart Use at SunRiver St. George**

THIS RIGHT-OF-WAY EASEMENT AGREEMENT (hereafter "Agreement") is entered into this 16 day of May, 2023, by and between the City of St. George, a Utah municipal corporation (hereafter "City"), SunRiver St George Community Association, Inc. (hereafter "SunRiver") and The Villas at SunRiver St. George Owner's Association, Inc. (hereafter "Villas"). City, SunRiver and Villas are at times referred to together herein as the "Parties."

**WITNESSETH:**

WHEREAS, SunRiver and the City entered into a Right of Way Easement Agreement Golf Cart Use at Sun River St. George, in April of 2011 ("2011 Easement"); and

WHEREAS, the Parties wish to enter into this Agreement to expand and/or modify the terms of the 2011 Easement as set forth herein; and

WHEREAS, the real estate development known as Sun River St. George (the "Community") is located within the municipal boundaries of the City; and

WHEREAS, SunRiver and Villas are non-profit corporations whose membership includes all of the homeowners in the Community; and

WHEREAS, transportation within the Community is facilitated by the presence of both private roadways, owned and maintained by SunRiver and Villas, and public roadways dedicated to the public and maintained by the City; and

WHEREAS, SunRiver and Villas desire for its members, their guests and invitees, to have the ability to drive golf carts on the public roadways located within the Community, for the purpose of travelling between locations within the Community; and

WHEREAS, the areas of the public roadways within the Community where SunRiver and Villas desire for its members, their guests and invitees, to have the ability to drive golf cars are identified as "Existing Public Roads with Golf Cart Travel Easement" ("Existing Easement Area") and "Proposed Expansion of Public Roads with Golf Cart Travel Easement" ("Proposed Easement Area") on the map attached hereto as Exhibit "A"; and

WHEREAS, City is willing to permit SunRiver and Villas members, guests and invitees said ability, upon the following terms and conditions.

### AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and in the Agreement, together with good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Easement.** City hereby grants to SunRiver and Villas a nonexclusive easement in the public rights-of-way identified as the Existing Easement Area and the Proposed Easement Area, more particularly described herein below, and as set forth in Exhibit "A" attached hereto and incorporated herein, the scope of use of which shall be strictly limited to the fulfillment of the purposes stated herein, and to the physical scope of use described herein. This Easement shall not be revoked except by mutual agreement of the Parties or by termination as expressly set forth herein.

2. **Roadways Affected.** The parties agree that the roadways affected by this Agreement shall be limited to the Existing Easement Area and the Proposed Easement Area (referred to collectively herein as "Roadways"), as set forth in Exhibit "B", located within the Community, which Community is contained within the SunRiver St. George Planned Development Zone. In each case, the travel lane to be established for golf carts shall be aligned parallel to the motor vehicle travel lanes and located away from the motor vehicle travel lanes to the extent reasonably possible, with said golf cart lanes still upon the finished surface of the roadway. The exception shall be the roadway known as SunRiver Parkway, upon which golf cart travel shall not be permitted except to cross the road at the intersections designated on Exhibit "B" hereto. These travel lanes established for golf cart travel shall hereafter be known as the "Golf Cart Travel Lanes."

3. **Purposes.** SunRiver and Villas desire to use the Golf Cart Travel Lanes for the purpose of travel by golf cart upon said Roadways by SunRiver and Villas members, their guests and invitees.

4. **Definition of Golf Cart.** For purposes of this agreement, "Golf Cart" shall mean and refer to any self-propelled device of conveyance of at least four wheels (whether or not authorized for operation on public streets), designed for the primary purpose of transporting a person or persons on golf courses. "Golf Cart" shall exclude any vehicle classified pursuant to Utah Code Annotated 41-1a-102 (2010, as amended) or other Utah state law as a "motor vehicle," an "all-terrain type I vehicle," or an "all-terrain type II vehicle," the use of each of which upon the Roadways shall be governed by existing laws and ordinances.

5. **Non-exclusivity; Priority of Uses.** This Agreement shall in no way be construed to exclude other existing or future uses of the Roadways by City or to interfere with the City's right of access, use and maintenance of the Roadways on behalf of the public, or the City's right to locate or authorize the location of utilities upon or beneath the Roadways. All such approved

uses of the public utility easements, whether established before or after the date of this Agreement, shall be deemed prior and superior to the use approved herein. The use established herein shall not unreasonably interfere with regular motor vehicle traffic upon the Roadways and shall be established as much as is reasonably possible to be compatible with regular motor vehicle traffic.

6. **Regulation of Use by the Parties.** SunRiver, Villas and those individuals who receive the benefit of this Agreement shall comply with all rules, regulations, and permits required or established by the City to regulate the use authorized by this Agreement. SunRiver and Villas shall also have an independent right to regulate use of the Golf Cart Travel Lanes through licensing, permits, rules, regulations, and fees, provided that said regulation efforts are compatible with any regulation by the City, and not in violation of any applicable laws and ordinances. In no event shall the City have any obligation to enforce any of the regulation efforts of SunRiver hereunder.

7. **Easement Fee.** The Easement Fee to be paid to City for the initial term hereof shall equal One Hundred Dollars (\$100.00) per year, payable in advance for each year of the term of this Agreement. The Easement Fee shall be non-refundable, except in the event of unilateral termination or suspension of this Agreement by the City in accordance with Section 10, in which case the City shall refund to the payer a portion of Easement Fees already paid, pro rata from the date of termination or during the time such suspension is effective. The Easement Fee shall be due and payable to City annually and for the first year shall be due upon the Effective Date of this Agreement, and thereafter on the same date of each following year. The Easement Fee shall be paid by SunRiver. The Villas shall reimburse to SunRiver their portion of the fee at an amount proportionate to a ratio of the number of Lots within each separate community as set forth in Section 12 below. Any refund issued by the City shall be shared pro rata to the amount paid by each community.

8. **Term.** The initial term of this Agreement shall run from the date on which all the parties have signed this Agreement, or on which the St. George City Council has approved or adopted this Agreement, whichever is later (the "Effective Date"); and the initial term shall continue for a period of twenty (20) years from said date.

9. **Renewal.** Upon the expiration of the initial term hereof, this Agreement shall renew automatically for additional consecutive renewal terms of twenty (20) years each, which renewal terms shall be on the same terms and conditions as set forth herein. The consecutive renewals shall continue until such time as the parties hereto decide mutually to modify the terms of this Agreement, or this Agreement is terminated as set forth herein below.

10. **Relinquishment of Easement by SunRiver and Villas.** SunRiver and Villas agree that they shall relinquish this Easement if State and City laws change to allow for travel on public streets by Golf Carts, or if the City, in its sole discretion, determines that it needs the property occupied by this Easement. If the City determines that it needs the property occupied by this Easement, then the City shall notify SunRiver and Villas in writing that this Easement must be relinquished. SunRiver and Villas shall then cooperate with City to prepare and file all documents which are required to relinquish this Easement.

11. **Width of Golf Cart Travel Lanes.** The parties anticipate that, except where exceptions are noted in this Agreement and Exhibit "B" hereto, the Golf Cart Travel Lanes shall be established on both sides of the motor vehicle travel lanes and running parallel thereto. The width of the Golf Cart Travel Lanes shall be determined generally by the availability of space outside the motor vehicle travel lanes upon each Roadway, but more specifically is anticipated to be seven feet (7') wide for each Golf Cart Travel Lane, for a total width of fourteen feet (14') for both Golf Cart Travel Lanes on a Roadway.

12. **Cart Lane Improvements.** SunRiver and Villas agree that they shall pay for and make improvements to the Roadways to make them safe for the use and purpose contemplated herein, which improvements shall include: (a) striping to divide the Golf Cart Travel Lane from the motor vehicle travel lane(s) on each of the affected Roadways; (b) identification of the Golf Cart Travel Lane as such, either through identification painted within said lane or with proper signage; (c) signage identifying the terminus of each Golf Cart Travel Lane at the boundaries of the Community, to discourage golf cart travel on the public roadways outside of the Community; and (d) such other safety-related improvements as may be reasonably required from time to time by the City. SunRiver agrees to pay for 100% of the costs and expenses of said improvements related to the Existing Easement Area. SunRiver agrees to pay 87% of the costs and expenses of said improvements to the Proposed Easement Area and Villas agrees to pay the remaining 13% of the costs and expenses of said improvements. SunRiver and Villas shall ensure that any striping, signage, or other improvements complies with all applicable Utah State and City of St. George laws, rules, and regulations, including but not limited to AASHTO and MUTCD standards and regulations, relating to such improvements. Any striping, signage, or other improvements shall also be subject to review and approval by the City of St. George before any striping, signage, or other improvements may be installed by the parties.

With respect to striping to indicate Golf Cart Travel Lanes, the parties agree as follows:

a. **Striping.** The roadways marked on Exhibit "B" as "Existing Public Roads with Golf Cart Travel Easements," and the roadways marked as "Proposed Expansion of Public Roads with Golf Cart Travel Easements" within the Community, excluding SunRiver Parkway, shall have stripes painted to identify the location of Golf Cart Travel Lanes.

b. **No striping – crossing only.** The roadway known as SunRiver Parkway shall not have Golf Cart Travel Lanes striped, as golf cart travel will be restricted to crossing the road at the locations designated on Exhibit "B".

c. **Striping upon completion.** The roadway known as Arrowhead Canyon is currently improved only to half width. The parties agree that golf carts may travel on Arrowhead Canyon only in designated Golf Cart Travel Lanes. When the road is completed to full width, then SunRiver and Villas shall complete striping of the Golf Cart Travel Lane on the newly completed portion of the roadway.

d. **Signage.** Signage which is compliant with applicable laws, rules, and regulations shall be installed and shall be subject to approval by the City of St. George before the installation of the signage.

All of the foregoing improvements shall be considered part of the Cart Lane Improvements,

13. **Authorization for Improvements.** Before construction of any of the improvements set forth in the prior section, SunRiver and Villas shall seek the approval of the City with respect to sufficiency of design, placement, materials, and the like. In all cases where such prior approval is sought, City shall make every effort to ensure that the requested approval is not unreasonably withheld or delayed.

14. **Maintenance.** SunRiver and Villas shall be responsible for maintenance of all improvements which are required as a result of the Easement granted in the Golf Cart Travel Lanes herein, which improvements would not be required but for the use intended herein (the "Cart Lane Improvements"). This shall include maintenance of the improvements listed in Section 12 above. SunRiver agrees to pay for 100% of the costs and expenses of said maintenance related to the Existing Easement Area. SunRiver agrees to pay 87% of the costs and expenses for maintenance related to the Proposed Easement Area and the Villas agrees to pay the remaining 13% of said maintenance. The City shall continue to maintain the road surfaces, motor vehicle striping and signage, curbs and gutters, shoulder improvements, public utilities, and other such public improvements to the Roadways as may be constructed or authorized by the City from time to time, all of which are excluded from the definition of Cart Lane Improvements, and which are not solely necessitated by the use of the Golf Cart Travel Lanes contemplated herein.

15. **Costs of Improvements and Maintenance.** As set forth in this Agreement, SunRiver and Villas shall bear the cost of all Cart Lane Improvements and Maintenance, as defined in sections 12 and 14 above. However, there may be particular items of maintenance that, by mutual agreement of the parties, can be completed by the City more efficiently, safely, conveniently, and/or at lower cost. In that event, the parties may agree that the City shall complete said maintenance, and SunRiver and Villas shall reimburse the City, pursuant to their respective share, for the City's actual costs, including the cost of labor, materials and equipment required to complete the same. In the event such maintenance is completed by the City as part of a larger maintenance project, then the parties shall also agree on a reasonable means of determining the portion of costs for the larger project which are attributable to maintenance of the Cart Lane Improvements.

16. **Indemnification of City by SunRiver.** SunRiver and Villas agree that it shall indemnify City and hold City harmless for any and all losses, claims, damages, accidents, injuries, or deaths that result from or are related to the use of golf carts licensed or permitted by SunRiver and Villas upon any of the Roadways identified herein, whether the same are suffered or asserted by members of SunRiver and Villas, or by guests or invitees of said members, or by any third parties, including but not limited to any general or special damages claimed, and attorneys' fees and court costs expended by City to defend against the same; except to the extent that said losses, claims, damages, accidents, injuries, or deaths result from (i) the City's failure to

perform its roadway maintenance obligations as outlined in Section 14 of this Agreement or (ii) intentional acts of the City, its agents, employees, officers, contractors, or designees. SunRiver and Villas shall also be bound to defend City against such losses, claims, damages, accidents, injuries, or deaths, except to the extent the same result from (i) the City's failure to perform its roadway maintenance obligations as outlined in Section 14 of this Agreement or (ii) intentional acts of the City, its agents, employees, officers, contractors, or designees, and may elect at any time to settle any of the same which are brought against the City, provided such settlement does not require the City to admit to any wrongdoing. SunRiver and the Villas agree to split any costs and expenses related to said indemnification or defense with SunRiver paying for 87% of said costs and expenses and Villas paying 13% of said costs and expenses.

17. **Notices.** Any notices required by this Agreement shall be in writing and given by letter mailed, or by personal delivery, to the following for each party. Notice shall deem to be received at the earliest five (5) days after being placed for mailing, or on the date actually delivered to a party as evidenced by signature or otherwise.

**City:**

City Manager  
St. George City Hall  
175 East 200 North  
St. George, Utah 84770

*With a copy to:*

City Attorney  
St. George City Hall  
175 East 200 North  
St. George, Utah 84770

**SunRiver:**

SunRiver St George  
Community Association, Inc.  
c/o PMP  
4275 Country Club Drive  
St. George, Utah 84790

**Villas:**

The Villas at SunRiver  
St. George Owner's Assoc.  
c/o SunWest Management  
1404 SunRiver Pkwy #250  
St. George, Ut 84790

*With a copy to:*

Darcy Stewart  
1404 W. SunRiver Pkwy  
Ste. 200  
St. George, Utah 84790

*With a copy to:*

James Purcell  
Bangerter Frazier Group  
912 W 1600 S Ste. A200  
St. George, UT 84770

18. **Corporate Authority.** The parties represent and warrant that they have respective corporate authority by virtue of their respective governing documents or law or a resolution of the respective board of managers or council to enter into this Agreement.

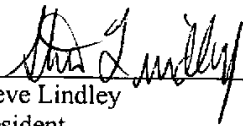
19. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the state of Utah.

20. **Integration.** This Agreement constitutes the entire agreement between the Parties pertaining to the Roadways and supersedes all prior agreements and understandings. No covenant, representation, or condition not expressed in this Agreement shall affect or be deemed to interpret, change, or restrict the express provisions herein unless otherwise provided herein. The recitals/Witnesseth section of this Agreement is incorporated as part of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the dates set forth below.


*(Remainder of page intentionally left blank)*

**SUNRIVER ST. GEORGE COMMUNITY ASSOCIATION, INC.:**

  
By: Steve Lindley  
Its: President

Dated this 20 day of March, 2023

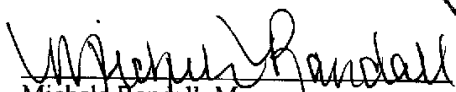
**THE VILLAS AT SUNRIVER ST. GEORGE OWNER'S ASSOCIATION, INC.:**

  
By: Dalan Madsen  
Its: President

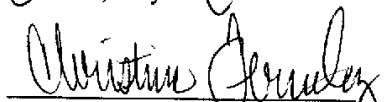
Dated this 27 day of March, 2023



**CITY OF ST. GEORGE:**

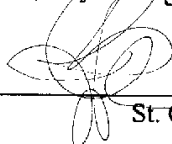
  
Michele Randall, Mayor

Dated this 23 day of May, 2023

Attest:   
Christina Fernandez, City Recorder

Dated this 23 day of May, 2023

Approved as to form:



St. George Deputy City Attorney







**Exhibit "A"**

*Note: These legal descriptions describe the boundaries of the Sun River St. George Planned Development Community, The Villas at Sun River St. George, and the adjacent commercial areas to be included in the golf cart easement originally recorded August 11, 2011 as Document No. 20110024470. The residents within these boundaries are members of the Sun River St. George Community Association and the Villas at Sun River St. George and are beneficiaries of this RIGHT-OF-WAY EASEMENT AGREEMENT.*

**South Portion (The Villas at Sun River St. George) :**

Beginning at a point which is a westerly line of the Atkinville Interchange (HPP-15-195601), said point being the northerly corner of The Villas at Sun River St. George Phase 5, as found on file with the Washington County Recorder's Office as Entry No. 20180043982, said a point also being North 01°13'39" East 2,469.31 feet along the extension of the section line and East 3,385.02 feet from the Southwest Corner of Section 23, Township 43 South, Range 16 West, Salt Lake Base & Meridian, and running:

Thence southeasterly the following (7) courses along the southerly line of said Atkinville Interchange

thence South 21°35'02" West 40.10 feet;  
thence Southeast 103.00 feet along an arc of a 670.00 feet radius curve to the right (center bears South 21°35'02" West, long chord bears South 64°00'43" East 102.90 feet with a central angle of 08°48'29");

thence South 59°36'29" East 383.16 feet;  
thence South 59°36'29" East 411.83 feet;  
thence South 57°08'20" East 615.49 feet;  
thence South 22°41'53" East 57.93 feet;

thence South 15°51'16" West 594.31 feet to the northwesterly line of Interstate 15;  
thence South 28°34'00" West 1,218.91 feet along said northwesterly line of Interstate 15;  
thence North 61°27'16" West 783.02 feet to the southeasterly line of Arrowhead Canyon Road;  
thence northerly the following (5) courses along the easterly line of said Arrowhead Drive;  
thence North 636.74 feet along an arc of a 661.00 feet radius curve to the left (center bears North 50°05'13" West, long chord bears North 12°19'00" East 612.40 feet with a central angle of 55°11'34");

thence North 15°16'46" West 340.32 feet;  
thence North 1,067.49 feet along an arc of a 1,967.00 feet radius curve to the right (center bears North 74°43'14" East, long chord bears North 00°16'03" East 1,054.43 feet with a central angle of 31°05'39");

thence North 15°48'52" East 136.04 feet;  
thence Northeast 60.63 feet along an arc of a 40.00 feet radius curve to the right (center bears South 74°11'08" East, long chord bears North 59°14'19" East 54.99 feet with a central angle of 86°50'55") to the Point of Beginning.

Containing 2,282,509 square feet or 52.40 acres.



**North Portion (A portion of the Sun River St. George Community Association, adjacent commercial properties, and any future residential communities within this description):**

Beginning at a point which is a westerly line of the Atkinville Interchange (HPP-15-195601), said point being North 01°13'39" East 2,562.77 feet along the extension of the section line and East 3,419.97 feet from the Southwest Corner of Section 23, Township 43 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence West 2.58 feet along an arc of a 114.66 foot radius curve to the right (center bears North 20°55'07" East, long chord bears North 68°26'17" West 2.58 feet with a central angle of 01°17'14") to the easterly corner of Arrowhead Canyon Road;

thence northerly the following (15) courses along the easterly line of Arrowhead Canyon Road

thence Northwest 73.17 feet along an arc of a 50.00 foot radius curve to the right (center bears North 21°58'07" East, long chord bears North 26°06'37" West 66.81 feet with a central angle of 83°50'31");

thence North 15°48'38" East 59.32 feet;

thence North 130.17 feet along an arc of a 967.00 foot radius curve to the right (center bears South 74°11'22" East, long chord bears North 19°40'01" East 130.07 feet with a central angle of 07°42'45");

thence North 23°31'24" East 260.02 feet;

thence East 39.27 feet along an arc of a 25.00 foot radius curve to the right (center bears South 66°28'36" East, long chord bears North 68°31'24" East 35.36 feet with a central angle of 90°00'00");

thence North 23°31'24" East 33.00 feet;

thence North 23°31'24" East 33.00 feet;

thence North 39.27 feet along an arc of a 25.00 foot radius curve to the right (center bears North 23°31'24" East, long chord bears North 21°28'36" West 35.36 feet with a central angle of 90°00'00");

thence North 23°31'24" East 240.44 feet;

thence Northeast 164.54 feet along an arc of a 967.00 foot radius curve to the right (center bears South 66°28'36" East, long chord bears North 28°23'52" East 164.34 feet with a central angle of 09°44'57");

thence North 33°16'21" East 327.79 feet;

thence East 39.27 feet along an arc of a 25.00 foot radius curve to the right (center bears South 56°43'39" East, long chord bears North 78°16'12" East 35.35 feet with a central angle of 89°59'44");

thence North 33°18'00" East 66.00 feet;

thence North 39.27 feet along an arc of a 25.00 foot radius curve to the right (center bears North 33°18'02" East, long chord bears North 11°41'58" West 35.36 feet with a central angle of 90°00'00");

thence North 59°18'21" West 31.76 feet to the easterly line of Sun River St. George Phase 13;

thence northerly the following (5) courses along said the easterly line of Sun River St. George Phase 13;

thence North 11°59'04" East 374.00 feet;

thence North 22°35'41" West 140.40 feet;

thence North 37°26'10" West 476.86 feet;

thence North 24°44'53" West 353.21 feet;

thence North 50°02'55" West 167.10 feet to the section line;

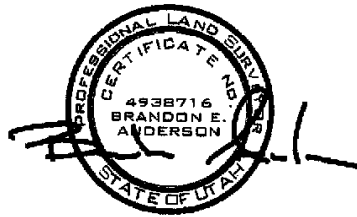


thence South 88°45'06" East 1,886.58 feet along said section line to the northeast corner of said Section 23, Township 43 South, Range 16 West, Salt Lake Base & Meridian;  
thence South 88°50'30" East 1,223.24 feet along the section line to the westerly line of Pioneer Road;  
thence southerly the following (9) courses along said westerly line of Pioneer Road;  
thence South 11°36'06" West 202.89 feet;  
thence South 253.93 feet along an arc of a 810.00 foot radius curve to the right (center bears North 78°23'54" West, long chord bears South 20°34'58" West 252.89 feet with a central angle of 17°57'43");  
thence South 29°33'49" West 968.36 feet;  
thence Southwest 392.53 feet along an arc of a 510.00 foot radius curve to the right (center bears North 60°26'11" West, long chord bears South 51°36'47" West 382.91 feet with a central angle of 44°05'56");  
thence South 73°39'45" West 600.07 feet;  
thence North 56°41'58" West 15.75 feet;  
thence South 73°39'45" West 8.44 feet;  
thence Southwest 263.57 feet along an arc of a 602.00 foot radius curve to the left (center bears South 16°20'15" East, long chord bears South 61°07'11" West 261.47 feet with a central angle of 25°05'09");  
thence West 44.13 feet along an arc of a 30.00 foot radius curve to the right (center bears North 41°25'23" West, long chord bears North 89°17'01" West 40.26 feet with a central angle of 84°16'45") to the northerly line of Bluegrass Way;  
thence the following (3) courses along said northerly line of Bluegrass Way;  
thence North 47°08'39" West 22.92 feet;  
thence Northwest 138.92 feet along an arc of a 833.00 foot radius curve to the left (center bears South 42°51'21" West, long chord bears North 51°55'18" West 138.76 feet with a central angle of 09°33'19");  
thence North 56°41'58" West 52.23 feet;  
thence South 33°18'01" West 65.65 feet to the southerly line of said Bluegrass Way;  
thence the following (3) courses along said southerly line of Bluegrass Way;  
thence South 56°43'39" East 52.23 feet;  
thence Southeast 127.91 feet along an arc of a 767.00 foot radius curve to the right (center bears South 33°16'21" West, long chord bears South 51°57'00" East 127.77 feet with a central angle of 09°33'19");  
thence South 47°10'20" East 144.22 feet to the easterly line of said Pioneer Road;  
thence northeasterly the following (3) courses along said easterly line of said Pioneer Road;  
thence Northeast 307.03 feet along an arc of a 510.00 foot radius curve to the right (center bears South 50°46'03" East, long chord bears North 56°28'45" East 302.42 feet with a central angle of 34°29'36");  
thence North 73°43'35" East 618.71 feet;  
thence Northeast 207.27 feet along an arc of a 590.00 foot radius curve to the left (center bears North 16°16'25" West, long chord bears North 63°39'44" East 206.21 feet with a central angle of 20°07'43");  
thence South 68°25'23" East 76.99 feet to the westerly line of Interstate 15;  
thence South 28°34'00" West 91.11 feet along said westerly line of Interstate 15;  
thence South 39°18'35" West 643.77 feet;  
thence South 39°18'35" West 643.77 feet;



thence Southwest 900.55 feet along an arc of a 1,745.00 foot radius curve to the left (center bears South 50°41'25" East, long chord bears South 24°31'31" West 890.59 feet with a central angle of 29°34'08") to the westerly line of line of said Atkinville Interchange (HPP-15-195601);  
thence the following (9) courses along said line of the Atkinville Interchange (HPP-15-195601);  
thence South 39°51'41" West 440.26 feet;  
thence South 77°24'18" West 37.80 feet;  
thence North 64°47'15" West 506.95 feet;  
thence North 59°36'29" West 96.11 feet;  
thence North 65°19'57" West 110.28 feet;  
thence North 59°36'29" West 695.17 feet;  
thence Northwest 129.13 feet along an arc of a 840.00 foot radius curve to the left (center bears South 30°23'31" West, long chord bears North 64°00'44" West 129.01 feet with a central angle of 08°48'29");  
thence South 21°35'02" West 29.42 feet to the Point of Beginning.

Containing 6,275,122 square feet or 144.06 acres.



September 27, 2022

**Exhibit "B"**

**Expanded Golf Cart Travel Lane Map**

**Golf Cart Travel Lanes**

for SUN RIVER ST. GEORGE &  
 The Villas at Sun River St. George

5-19-23

Approved at City Council 5-18-23

**Please Note:**

- No Golf Cart Travel on Sun River Parkway - crossing only.
- Easement expansion area does not include Sun River Pkwy, or Pioneer Rd. Only Crossings are permitted.
- Typical striped bicycle lanes to be shared by golf carts with golf cart symbol painted on lane on 60' & 66' ROW.
- Always drive defensively!

