

14

DOC # 20230030073

Easements Page 1 of 14
Gary Christensen Washington County Recorder
10/06/2023 10:30:19 AM Fee \$ 40.00
By WASHINGTON CITY



WHEN RECORDED, MAIL TO:

WASHINGTON CITY RECORDER
111 NORTH 100 EAST
WASHINGTON, UT 84780

Tax Parcel ID Number:

- W-5-3-2-2111
- W-5-3-2-1211
- W-5-3-2-244
- W-5-3-2-247
- W-5-3-2-245
- W-5-3-2-243
- W-5-3-11-140
- W-5-3-2-242-A

PUBLIC UTILITY AND DRAINAGE EASEMENTS

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the sum One and no/100ths Dollars (\$1.00) and other and good consideration paid by the **Washington City**, a Utah Municipality, hereinafter referred to as "**Grantee**", to **Rockwell Homes Utah, Inc.**, a Utah corporation, **Riverwood Development, LLC**, a Utah limited liability company, **DEV3, LLC**, a Utah limited liability company, **Miller Bates, LLC**, a Utah limited liability company, **Cardiff Wales, LLC**, a Utah limited liability company, **AWE, LLC**, a Utah limited liability company, **Desert Canyons Development, Inc.**, a Utah corporation, **DSG Holdings, LLC**, a Utah limited liability company, and **CRS Holdings, LLC**, a Utah limited liability company, all hereinafter jointly referred to as "**Grantors**", the receipt of which is hereby acknowledged, Grantors do hereby grant, transfer and convey to Grantee public utility and drainage easements to improve, operate, repair and maintain municipal utilities, and drainage facilities on real property which said easements are more particularly described on Exhibit A (hereinafter "**Easement Property**") attached hereto and incorporated herein.


Grantors reserve and retain the right to use of the Easement Property that does not conflict with the public utilities and drainage facilities use detailed herein.

Each right and obligation in this Easement shall constitute a covenant running with the land and shall inure to and be binding upon Grantor and Grantee and to their successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this Easement effective the 28 day of September, 2023.

GRANTORS:

GRANTOR: ~~Riverwood Development, LLC~~


By: Paul Johnson
Its:

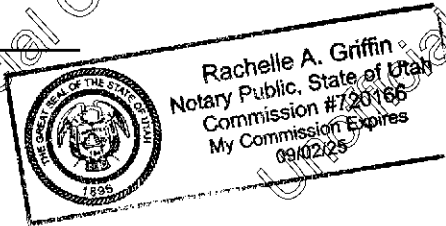
STATE OF UTAH)

SS

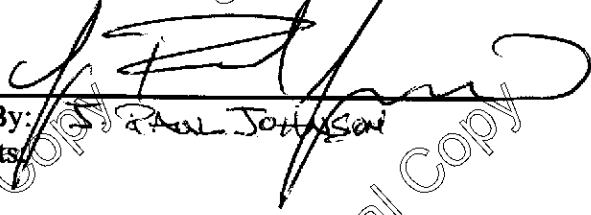
COUNTY OF WASHINGTON)

On the 28 day of September, 2023, before me, the undersigned notary, personally appeared Paul Johnson, who duly acknowledged to and before me that they executed the foregoing instrument within this document and acknowledged to me that the signature was affixed with full authority of the Grantor herein.


Notary Public



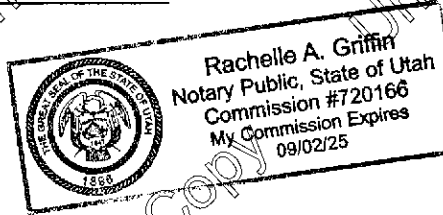
GRANTOR: *Rockwell Homes Utah, Inc.*


By: Paul Johnson
Its: _____

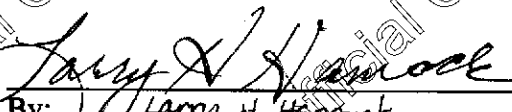
STATE OF UTAH)
) :SS
COUNTY OF WASHINGTON)

On the 28 day of September, 2023, before me, the undersigned notary, personally appeared Paul Johnson, who duly acknowledged to and before me that they executed the foregoing instrument within this document and acknowledged to me that the signature was affixed with full authority of the Grantor herein.


Notary Public



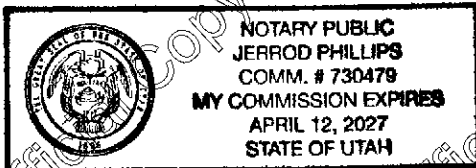
GRANTOR: *Cardiff Wales, L.L.C.*


By: Larry H Hancock
Its: managing member

STATE OF UTAH)
) :SS
COUNTY OF WASHINGTON)

On the 21 day of September, 2023, before me, the undersigned notary, personally appeared Larry H Hancock, who duly acknowledged to and before me that they executed the foregoing instrument within this document and acknowledged to me that the signature was affixed with full authority of the Grantor herein.


Notary Public



Each right and obligation in this Easement shall constitute a covenant running with the land and shall inure to and be binding upon Grantor and Grantee and to their successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this Easement effective the 29 day of September, 2023.

GRANTORS:

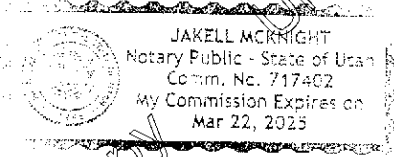
GRANTOR: ME, LLC

[Signature]
By: RYAN ANDERSON
Its: MEMBER / MANAGER

STATE OF UTAH)
) :SS
COUNTY OF WASHINGTON)

On the 29 day of Sept, 2023, before me, the undersigned notary, personally appeared RYAN ANDERSON, who duly acknowledged to and before me that they executed the foregoing instrument within this document and acknowledged to me that the signature was affixed with full authority of the Grantor herein.

[Signature]
Notary Public



GRANTOR: *Desert Canyons Development, Inc.*

Lori Burgess

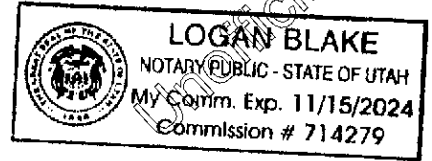
By: Lori Burgess
Its: Secretary

STATE OF UTAH)
) :SS
COUNTY OF WASHINGTON)

On the 25 day of September, 2023, before me, the undersigned notary, personally appeared Lori Burgess, who duly acknowledged to and before me that they executed the foregoing instrument within this document and acknowledged to me that the signature was affixed with full authority of the Grantor herein.

Logan Blake

Notary Public



GRANTOR: DEV3, LLC

By:
Its:

STATE OF UTAH)
) :SS
COUNTY OF WASHINGTON)

On the _____ day of _____, 20____, before me, the undersigned notary, personally appeared _____, who duly acknowledged to and before me that they executed the foregoing instrument within this document and acknowledged to me that the signature was affixed with full authority of the Grantor herein.

Notary Public

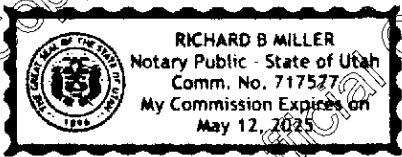
GRANTOR: Miller Bates, LLC

By: Richard H. Miller
Its: MANAGING MEMBER

STATE OF UTAH)
) :SS
COUNTY OF WASHINGTON)

On the 17th day of SEPTEMBER, 2023, before me, the undersigned notary, personally appeared Richard H. Miller who duly acknowledged to and before me that they executed the foregoing instrument within this document and acknowledged to me that the signature was affixed with full authority of the Grantor herein.

Richard B. Miller
Notary Public



GRANTOR: AWE, LLC

By _____
Its: _____

STATE OF UTAH)
) :SS
COUNTY OF WASHINGTON)

On the _____ day of _____, 20____, before me, the undersigned notary, personally appeared _____, who duly acknowledged to and before me that they executed the foregoing instrument within this document and acknowledged to me that the signature was affixed with full authority of the Grantor herein.

Notary Public

GRANTOR: DEV3, LLC

Christopher Russell
By: Christopher Russell
Its: Manager

STATE OF UTAH)
) :SS
COUNTY OF WASHINGTON)

On the 21 day of September, 2023, before me, the undersigned notary, personally appeared Chris Russell, who duly acknowledged to and before me that they executed the foregoing instrument within this document and acknowledged to me that the signature was affixed with full authority of the Grantor herein.

[Signature]
Notary Public

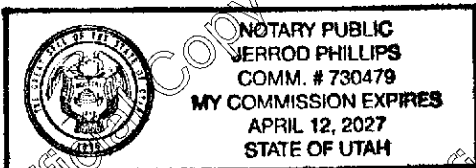


EXHIBIT A**Legal Descriptions for Public Utility and Drainage Easements****10' PUBLIC UTILITY AND DRAINAGE EASEMENT 1:****(South Side of Weatherby Way Road):**

Beginning at a point North 01°03'05" East along the Quarter Section line 45.00 feet from the South Quarter Corner of Section 2, Township 43 South, Range 15 West, Salt Lake Base and Meridian, and running thence North 01°03'05" East along said Quarter Section line 10.00 feet; thence South 88°55'08" East 446.82 feet; thence easterly along a 345.00 foot radius curve to the left, (long chord bears North 77°49'06" East a distance of 158.30 feet), center point lies North 01°04'52" East through a central angle of 26°31'33", a distance of 159.72 feet; thence South 00°44'27" West 11.11 feet; thence westerly along a 355.00 foot radius non-tangent curve to the right, (long chord bears South 78°12'49" West a distance of 158.11 feet), center point lies North 24°39'13" West through a central angle of 25°44'06", a distance of 159.45 feet; thence North 88°55'08" West 446.81 feet to the point of beginning.

Containing 6,064 square feet or 0.14 acres.

10' PUBLIC UTILITY AND DRAINAGE EASEMENT 2:**(South Side of Weatherby Way Road):**

Beginning at a point South 00°56'01" West along the Quarter Section line 30.00 feet from the South Quarter Corner of Section 2, Township 43 South, Range 15 West, Salt Lake Base and Meridian, and running thence South 88°55'08" East 446.71 feet; thence easterly along a 430.00 foot radius curve to the left, (long chord bears North 80°18'58" East a distance of 160.63 feet), center point lies North 01°04'52" East through a central angle of 21°31'48", a distance of 161.58 feet; thence South 88°55'08" East 25.50 feet; thence westerly along a 440.00 foot radius non-tangent curve to the right, (long chord bears South 78°46'14" West a distance of 187.62 feet), center point lies North 23°32'23" West through a central angle of 24°37'16", a distance of 189.08 feet; thence North 88°55'08" West 446.68 feet to a point on said Quarter Section line; thence North 00°56'01" East along said line 10.00 feet to the point of beginning.

Containing 6,223 square feet or 0.14 acres.

10' PUBLIC UTILITY AND DRAINAGE EASEMENT 3:**(North Side of Weatherby Way Road):**

Beginning at a point on the west boundary line of Iron Horse Phase 1, Document No. 20170019496. Official Records, Washington County, Utah, said point lies South 01°03'08" West along the section line 111.80 feet and due East 100.60 feet from the East Quarter Corner of Section 2, Township 43 South, Range 15 West, Salt Lake Base and Meridian, and running thence South 17°09'54" East along said boundary 10.00 feet; thence South 72°27'57" West 392.14 feet; thence southwesterly along a 495.00 foot radius curve to the left, (long chord bears South 54°26'45" West a distance of 306.26 feet), center point lies South 17°32'03" East through a central angle of 36°02'24", a distance of 311.36 feet; thence South 36°25'33" West 237.49 feet; thence southwesterly along a 455.00 foot radius curve to the right, (long chord bears South 44°05'25" West a distance of 121.37 feet), center point lies North 53°34'27" West through a central angle of 15°19'44", a distance of 121.73 feet; thence South 51°45'17" West 694.07 feet; thence southwesterly along a 345.00 foot radius curve to the left, (long chord bears South 26°14'52" West a distance of 297.13 feet), center point lies South 38°14'43" East through a central angle of 51°00'49", a distance of 307.17 feet; thence South 00°44'27" West 231.19 feet; thence southerly along a 355.00 foot radius curve to the right, (long chord bears South 13°36'49" West a distance of 158.18 feet), center point lies North 89°15'33" West through a central angle of 25°44'42", a distance of 159.51 feet; thence North 63°30'45" West 10.00 feet; thence northerly along a 345.00 foot radius non-tangent curve to the left, (long chord bears North 13°36'49" East a distance of 153.72 feet), center point lies North 63°30'50" West through a central angle of 25°44'42", a distance of 155.02 feet; thence North 00°44'27" East 231.19 feet; thence northeasterly along a 355.00 foot radius curve to the right, (long chord bears North 26°14'52" East a distance of 305.74 feet), center point lies South 89°15'33" East through a central angle of 51°00'49", a distance of 316.08 feet; thence North 51°45'17" East 694.07 feet; thence northeasterly along a 445.00 foot radius curve to the left, (long chord bears North 44°05'25" East a distance of 118.70 feet), center point lies North 38°14'43" West through a central angle of 15°19'44", a distance of 119.06 feet; thence North 36°25'33" East 237.49 feet; thence northeasterly along a 505.00 foot radius curve to the right, (long chord bears North 54°26'45" East a distance of 312.44 feet), center point lies South 53°34'27" East through a central angle of 36°02'24", a distance of 317.65 feet; thence North 72°27'57" East 392.20 feet to the point of beginning.

Containing 24,587 square feet or 0.56 acres.

10' PUBLIC UTILITY AND DRAINAGE EASEMENT 4:

(North Side of Weatherby Way Road):

Beginning at a point on the west boundary line of Iron Horse Phase 1, Document No. 20170019496. Official Records, Washington County, Utah, said point lies South 01°03'08" West along the section line 193.03 feet and due East 127.18 feet from the East Quarter Corner of Section 2, Township 43 South, Range 15 West, Salt Lake Base and Meridian, and running thence along said boundary southerly along a 697.00 foot radius non-tangent curve to the right, (long chord bears South 16°33'28" East a distance of 10.00 feet), center point lies South 73°01'52" West through a central angle of 00°49'20", a distance of 10.00 feet; thence South 72°27'57" West 391.48 feet; thence southwesterly along a 410.00 foot radius curve to the left, (long chord bears South 54°26'45" West a distance of 253.67 feet), center point lies South 17°32'03" East through a central angle of 36°02'24", a distance of 257.90 feet; thence South 36°25'33" West 237.49 feet;

thence southwesterly along a 540.00 foot radius curve to the right, (long chord bears South 44°05'25" West a distance of 144.04 feet), center point lies North 53°34'27" West through a central angle of 15°19'44", a distance of 144.47 feet; thence South 51°45'17" West 694.07 feet; thence southwesterly along a 260.00 foot radius curve to the left, (long chord bears South 26°14'52" West a distance of 223.92 feet), center point lies South 38°14'43" East through a central angle of 51°00'49", a distance of 231.49 feet; thence South 00°44'27" West 220.84 feet; thence North 89°15'33" West 10.00 feet; thence North 00°44'27" East 220.84 feet; thence northeasterly along a 270.00 foot radius curve to the right, (long chord bears North 26°14'52" East a distance of 232.53 feet), center point lies South 89°15'33" East through a central angle of 51°00'49", a distance of 240.40 feet; thence North 51°45'17" East 694.07 feet; thence northeasterly along a 530.00 foot radius curve to the left, (long chord bears North 44°05'25" East a distance of 141.37 feet), center point lies North 38°14'43" West through a central angle of 15°19'44", a distance of 141.80 feet; thence North 36°25'33" East 237.49 feet; thence northeasterly along a 420.00 foot radius curve to the right, (long chord bears North 54°26'45" East a distance of 259.85 feet), center point lies South 53°34'27" East through a central angle of 36°02'24", a distance of 264.19 feet; thence North 72°27'57" East 391.65 feet to the point of beginning.

Containing 21,841 square feet or 0.50 acres.

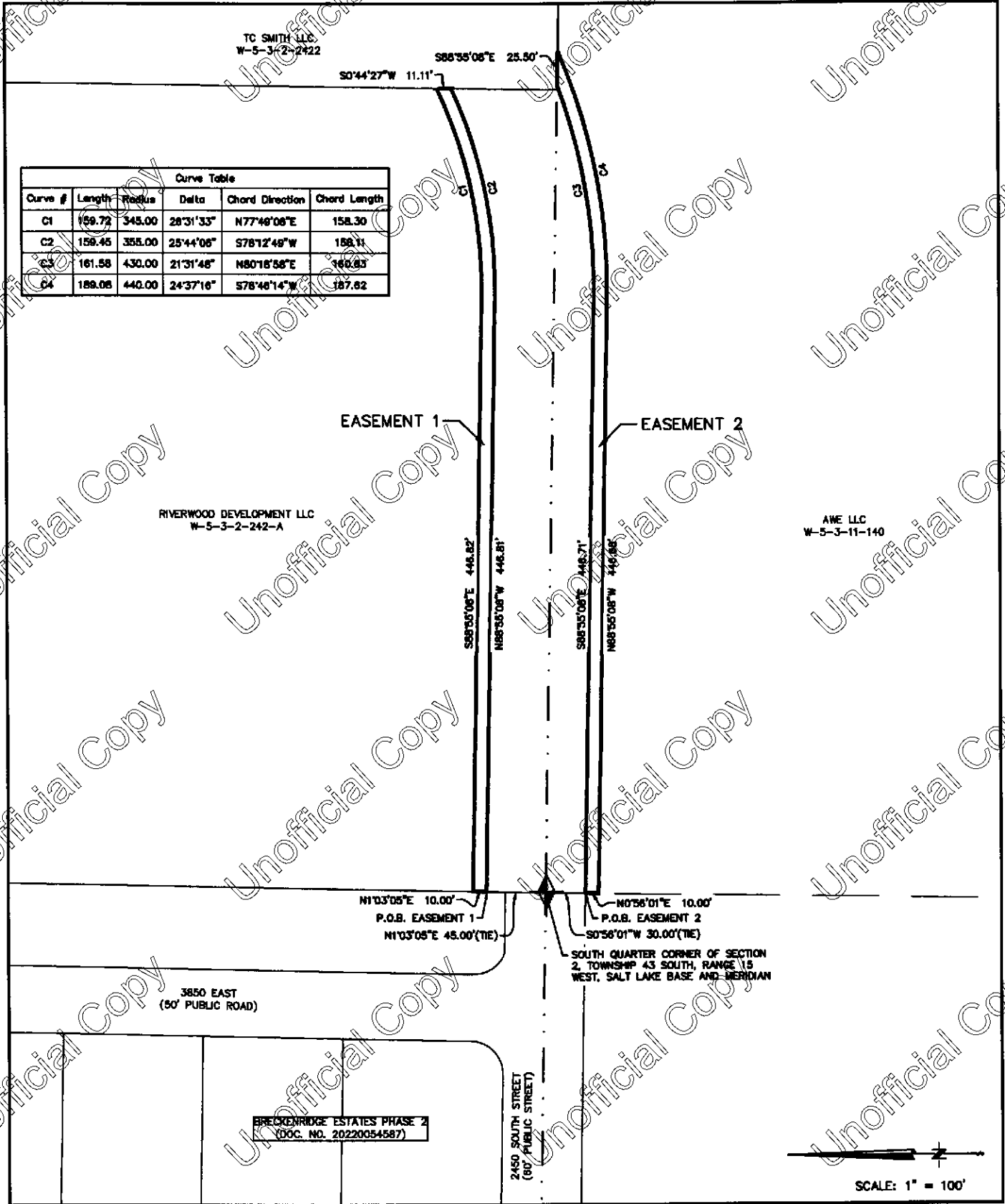


EXHIBIT B
 EASEMENTS 1 & 2
 B & G 231092



BUSH & GUGGELL, INC.
 Engineers - Planners - Surveyors
 205 East Tabernacle Suite #4
 St. George, Utah 84770
 Phone (435) 673-2237 / Fax (435) 673-3184

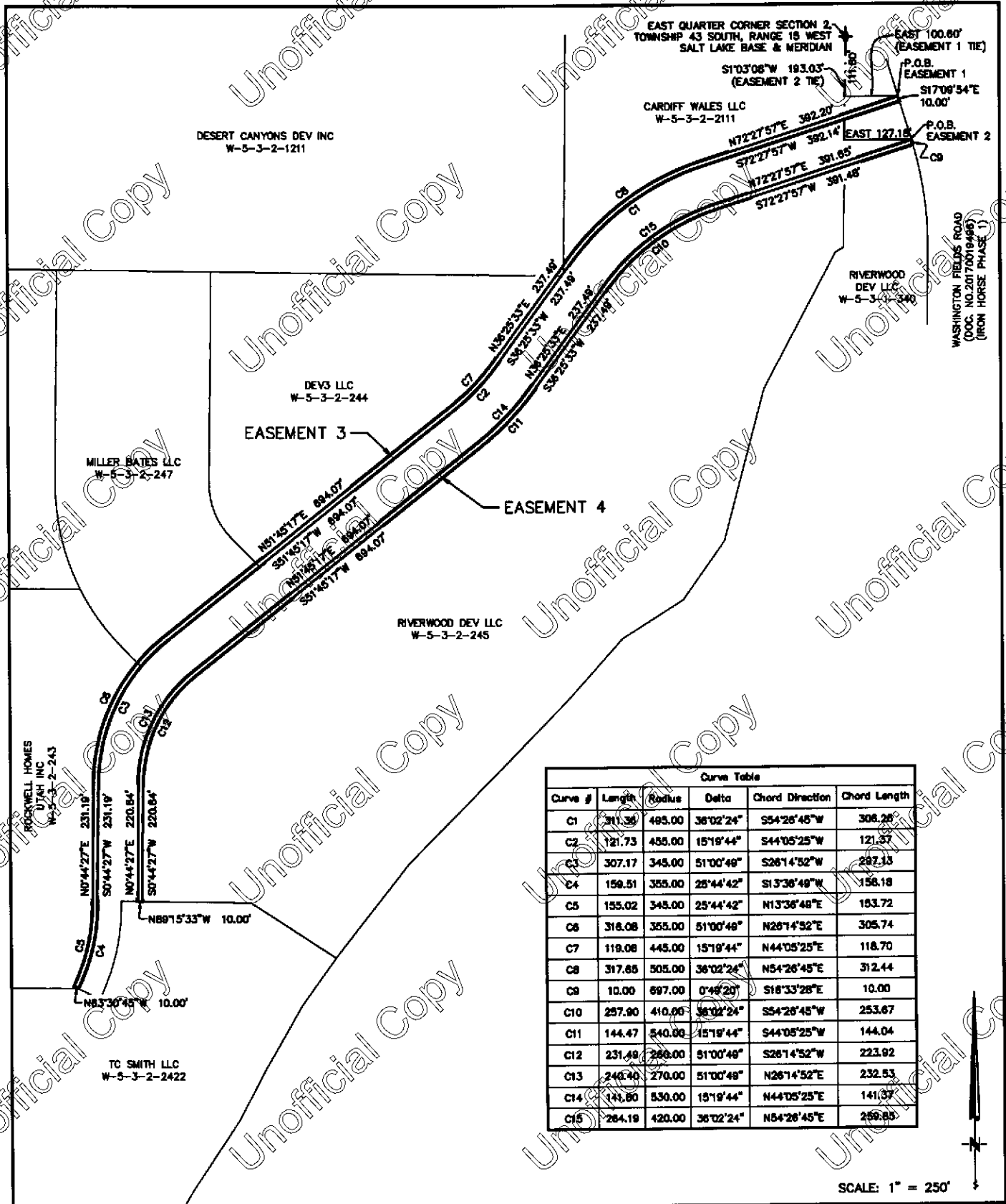


EXHIBIT B
EASEMENTS 3 & 4
B & G 231092



BUSH & GUGGELL, INC.
 Engineers - Planners - Surveyors
 205 East Tabernacle Suite #4
 St. George, Utah 84770
 Phone (435) 673-2337 / Fax (435) 673-3181