

WHEN RECORDED MAIL TO:
Rosenberg Associates
Attn: Rob Reid
352 East Riverside Drive, Suite A2
St. George, Utah 84790

00730731 Bk 1421 Pg 0455
RUSSELL SHIRTS * WASHINGTON CO RECORDER
2001 AUG 07 15:15 PM FEE \$0.00 BY RS
FOR: ST GEORGE CITY - ATTORNEY

Underground Sewer Easement

K.H. Traveller Investments L.L.C., R & E Farms Trust, E & B Properties, Ltd., J. Burton Burgess and Evelyn H. Burgess Trust, and The Plantations at St. George L.L.C., Grantors, of St. George, Washington County, State of Utah, hereby GRANTS AND CONVEYS to the City of St. George, a Utah Municipal Corporation, at 175 East 200 North, St. George, Utah 84770, Grantee, for the sum of Ten Dollars, a perpetual easement exclusively for sanitary sewer purposes, upon property in Washington County, Utah, for the purpose of constructing thereon an underground sanitary sewer and appurtenant parts thereof. No other public or private utilities may be located within the easement without the express written consent of the Grantors.

Said Underground Sewer Easement is a 30-foot wide easement as shown by a drawing prepared by Rosenberg Associates titled 30-FOOT WIDE SEWER EASEMENT FOR THE PLANTATIONS SEWER TRUNKLINE, Rosenberg Associates Job Number 1760-6, File Number 1760-6PLNTSWR.dwg, dated January 17, 2001. The basis of bearings of this easement is the North Section Line of Section 1, Township 43 South, Range 16 West of the Salt Lake Base and Meridian from the Northwest Corner to the North 1/4 Corner. The bearing is North 89°31'30" West and measures 2663.79 feet, corner to corner, based on the City of St. George Horizontal Control Network (HCN), dated August 3, 1998. Refer to the attached Exhibit A.

The following is a centerline description of the said 30-foot wide sewer easement, having 15.00 feet on each side of the centerline. All distances used in the following legal description are ground distances, all bearings used are HCN bearings. The side lines of this easement shall be lengthened or shortened as necessary to eliminate all gaps and overlaps at the beginning, end, and along said easement:

Beginning at a point North 89°31'30" West 2523.24 feet from the North 1/4 Corner of Section 1, Township 43 South, Range 16 West, Salt Lake Base and Meridian, along an extension of the line from the Northeast Corner to the North 1/4 Corner of said Section 1, and North 00°28'30" East 35.70 feet; said point being on the West Right of Way Line of Dixie Drive, recorded as entry #413042, book 674, page 714, at the Washington County Recorders office, State of Utah; thence South 76°37'20" West 71.93 feet to the South Boundary Line of the K.H. Traveller Investments Property, as recorded in book 1041, pages 0244-0245, at the said Washington County Recorders office; thence South 83°05'44" West 1200.00 feet along said boundary line; thence following in the future proposed Plantations Drive, an 80-foot road, with the following 9 (nine) courses: North 65°47'12" West 400.00 feet; thence North 82°47'02" West 400.00 feet; thence North 89°22'28" West 400.00 feet; thence North 87°16'48" West 400.00 feet; thence North 70°33'50" West 400.00 feet; thence North 51°13'38" West 400.00 feet; thence North 34°46'18" West 400.00 feet; thence North 15°26'07" West 400.00 feet; thence North 24°53'54" West 410.00 feet to the point of termination, said point being North 88°21'36" West 1097.15 feet along the North Section Line and South 01°38'25" West 3796.14 feet from the North 1/4 Corner of Section 35, Township 42 South, Range 16 West, Salt Lake Base and Meridian.

Said underground sewer and appurtenant parts thereof shall be constructed within the above described easement for the purpose of transporting, conveying, collecting, and moving sewage across Grantor's land at the location described above. The City of St. George (Grantee) covenants and agrees to accept ownership of and maintain said 12-inch diameter underground sewer, and appurtenant parts.

ALSO:

A Temporary Construction Easement to facilitate the construction of said underground sanitary sewer and appurtenant parts thereof, being 50.00 feet in width on each side and parallel to the above described easement.

The herein above temporary easement shall expire upon completion of the construction of said underground sanitary sewer, or 2 years after the date of the execution of the within instrument, whichever first occurs.

Grantee agrees to survey the location of said easement prior to construction. Grantee agrees to install the underground sewer and appurtenant parts thereof in such a manner as will reasonably cause the least possible damage or injury to Grantors' land, and will restore the land to substantially the same condition as exists immediately prior to Grantee's entry thereon.

Grantee shall have the right to enter upon Grantors' land for the purpose of maintaining, repairing, and replacing the underground sewer and appurtenant parts thereof and will, immediately after such entry, restore said land to its condition as exists immediately prior to such entry. Grantor shall have the right to use the property affected by this easement for any purpose or use, so long as such use by Grantor does not interfere with or restrict Grantee's use of the said property as provided herein.

30.00-Foot Wide Underground Sewer Easement

GRANTOR:

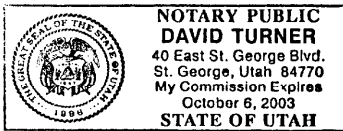
E & B Properties, Ltd.

J. Burton Burgess
J. Burton Burgess, General Partner

Evelyn H. Burgess
Evelyn H. Burgess, General Partner

Partnership Acknowledgment

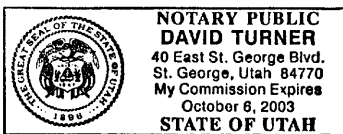
On the 4th day of May, 2001, personally appeared before me J. Burton Burgess, who being by me duly sworn did say that he is the General Partner of E & B Properties, Ltd., and that he executed the foregoing Underground Sewer Easement in behalf of said partnership being authorized and empowered to do so by the partnership agreement of E & B Properties, Ltd., and he did duly acknowledge to me that such partnership executed the same for the uses and purposes stated therein.



David Turner
Notary Public

Partnership Acknowledgment

On the 4th day of May, 2001, personally appeared before me Evelyn H. Burgess, who being by me duly sworn did say that she is the General Partner of E & B Properties, Ltd., and that she executed the foregoing Underground Sewer Easement in behalf of said partnership being authorized and empowered to do so by the partnership agreement of E & B Properties, Ltd., and she did duly acknowledge to me that such partnership executed the same for the uses and purposes stated therein.



David Turner
Notary Public

30.00-Foot Wide Underground Sewer Easement

GRANTOR:

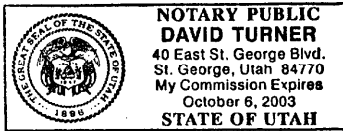
J. Burton Burgess and Evelyn H. Burgess Trust

J. Burton Burgess
J. Burton Burgess, trustee

Evelyn H. Burgess
Evelyn H. Burgess, trustee

Trust Acknowledgment

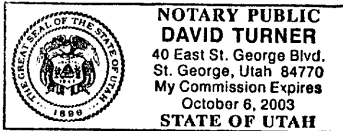
On the 4th day of May, 2001, personally appeared before me J. Burton Burgess, who being by me duly sworn did say that he is the trustee of the J. Burton Burgess and Evelyn H. Burgess Trust and that he executed the foregoing Underground Sewer Easement in behalf of said trust being authorized and empowered to do so by the trust agreement of the J. Burton Burgess and Evelyn H. Burgess Trust, and he did duly acknowledge to me that such trust executed the same for the uses and purposes stated therein.



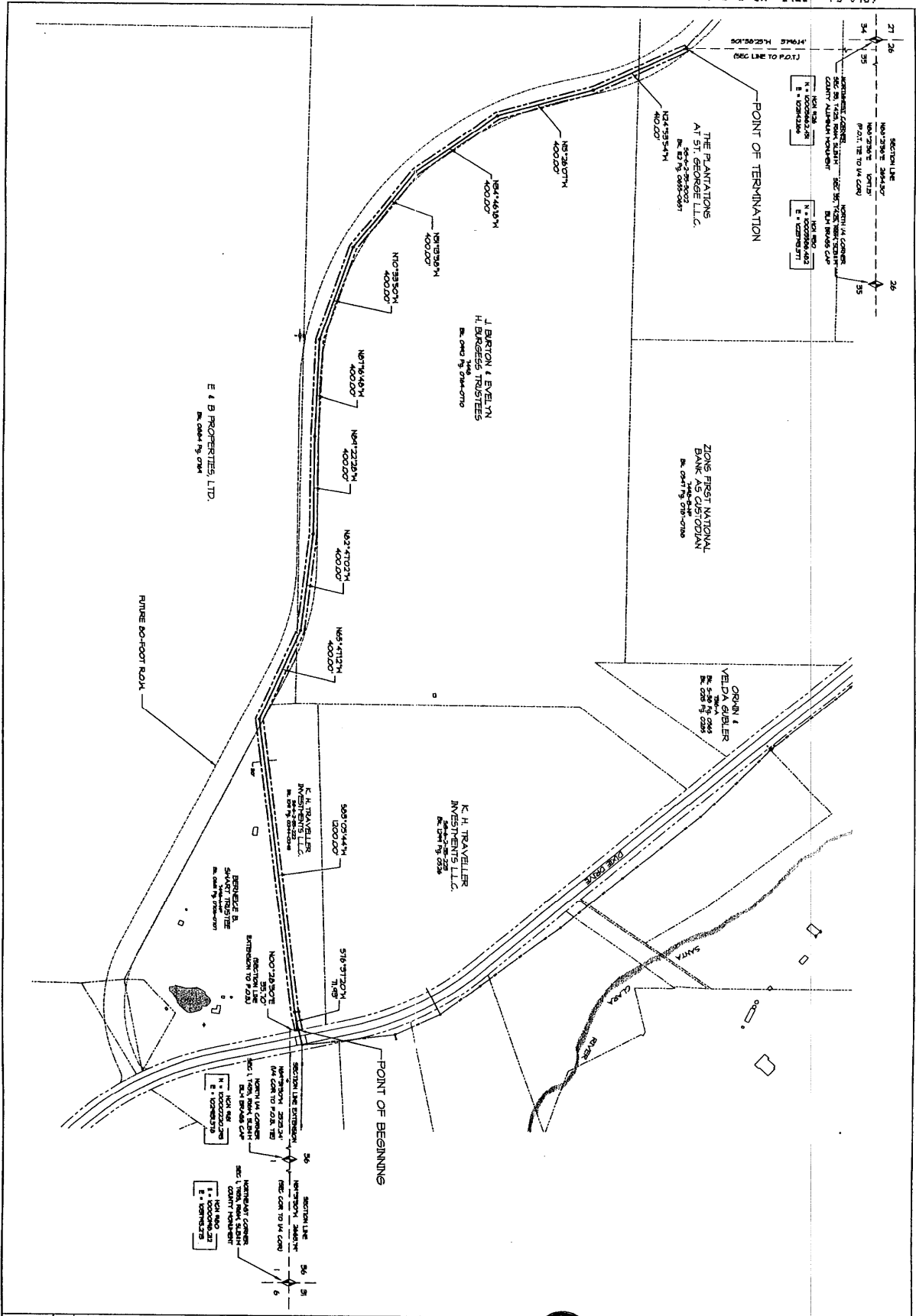
David Turner
Notary Public

Trust Acknowledgment

On the 4th day of May, 2001, personally appeared before me Evelyn H. Burgess, who being by me duly sworn did say that she is the trustee of the J. Burton Burgess and Evelyn H. Burgess Trust and that she executed the foregoing Underground Sewer Easement in behalf of said trust being authorized and empowered to do so by the trust agreement of the J. Burton Burgess and Evelyn H. Burgess Trust, and she did duly acknowledge to me that such trust executed the same for the uses and purposes stated therein.



David Turner
Notary Public



<p>50-FOOT WIDE SEWER EASEMENT for the PLANTATIONS SEWER TRUNKLINE ST. GEORGE, UTAH</p> <p>DATE: _____</p> <p>BY: _____</p>	 <p>ROSENBERG ASSOCIATES CONSULTING ENGINEERS AND LAND SURVEYORS</p> <p>362 East Howard Ave., Suite 112 St. George, Utah 84790 - (801) 875-8686</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>NO.</th> <th>DATE</th> <th>REVISION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	REVISION									
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30.00-Foot Wide Underground Sewer Easement

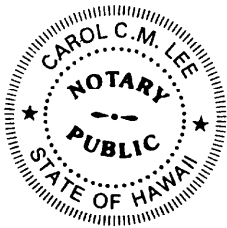
GRANTOR:

The Plantations at St. George, L.L.C.

Wesley K Saito
Manager/Member

Limited Liability Company Acknowledgment *d*

On the 14th day of March, ~~2006~~ ²⁰⁰¹, personally appeared before me Wesley K Saito who being by me duly sworn did say that he/she is the manager/member of The Plantations at St. George, L.L.C. and that he/she executed the foregoing Underground Sewer Easement in behalf of said limited liability company being authorized and empowered to do so by the operating agreement of The Plantations at St. George, L.L.C., and he/she did duly acknowledge to me that such limited liability company executed the same for the uses and purposes stated therein.



Carol CM Lee
Notary Public, State of Hawaii
Carol CM Lee
My commission expires: 11/8/03