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St. George, Utah 84770

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Easements Page 1 of 5
Russell Shirts Washington County Recorder
10/16/2008 09:16:22 AM Fee \$ 0.00
By ST GEORGE CITY



Tax ID: ~~St-TLP-1-1 THRU 42~~
~~St-TLP-2-201 THRU 242~~
~~St-TLP-3-1 THRU 4~~

PUBLIC UTILITIES AND DRAINAGE EASEMENT

That in consideration of Ten Dollars and other good and valuable consideration paid to Twin Lakes Recreational Vehicle Park Owners Association, herein referred to as Grantor, by the City of St. George, a Utah municipal corporation, herein referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto Grantee, its successors and assigns, a perpetual easement over, on under and across all common and limited common areas and private roadways in the Twin Lakes R.V. Park Subdivision Phase 1, 2, and 3 for ingress and egress, to use, install, operate, maintain, repair, remove, relocate and replace public utility and drainage facilities, 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: Plats for Twin Lakes R.V. Park Subdivision, Phase 1, Phase 2, and Phase 3

TO HAVE AND TO HOLD such property to Grantee, the City of St. George, forever for the uses and purposes normally associated with public utilities and drainage.

1. Grantor shall be responsible for repairing, restoring, or replacing landscaping, or other private improvements contained within this subdivision resulting from damage or disruption caused by Grantee in installing, maintaining, repairing or replacing public utilities and drainage.
2. In addition to annual, usual and special assessments for maintenance of common nonpublic improvements contained within this subdivision, Grantor shall levy such assessments as may be necessary from time to time to repair, restore, or replace landscaping, or other private improvements contained within this subdivision resulting from damage or disruption caused by Grantee in installing, maintaining, repairing, or replacing water, sewer, drainage, and power improvements.
3. Grantee shall maintain the perpetual easement in good repair. Grantee does agree to in no way encumber said easement or subject it to the imposition of liens of any type during the term of this easement. Grantor may not install, build, place or cause or allow anything to be installed, built, or placed in the easement. If any improvement is installed, built, or placed within the easement, Grantor bears the risk of loss or damage to those improvements resulting from the exercise of the easement rights and the City is not responsible to repair, replace, maintain, indemnify or reimburse Grantor for any damage or loss. To the extent the easement provides drainage, there is no representation on the part of Grantee that the easement shall have capacity to accommodate all drainage problems that arise.

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.

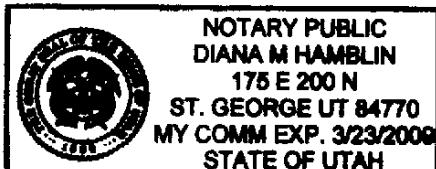
IN WITNESS WHEREOF, the Grantors has executed this instrument this 15 day of September, 2008.

GRANTOR: Twin Lakes Recreational Vehicle Park Owners Association

William C. Powell
William C. Powell, President

STATE OF UTAH)
County of Washington ss.

On the 15 day of Sept, 2008, appeared before me William C. Powell, personally known to me, or evidenced to me, to be the Authorized Agent of Twin Lakes Recreational Vehicle Park Owners Association, a Utah corporation, who acknowledged to me that he signed the foregoing instrument as Authorized Agent for said Association, and that said document was signed on behalf of said company by authority of a resolution of its board of directors, and the Association executed the same.



Diana M Hamblin
Notary Public

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 2nd day of October, 2008.

CITY OF ST. GEORGE

Daniel D. McArthur
Daniel D. McArthur, Mayor

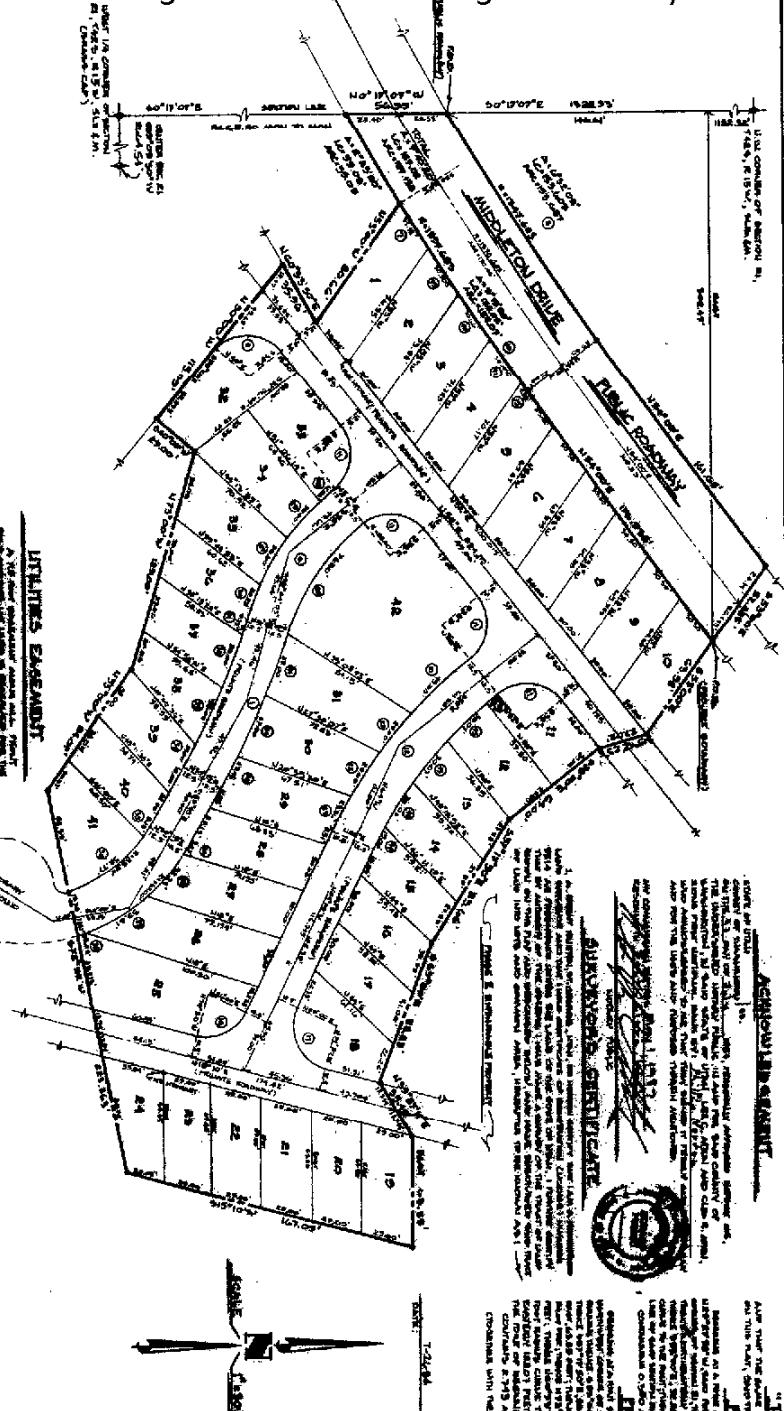
ATTEST:

Gay Cragun
Gay Cragun, City Recorder



Approved as to form:

Paula Houston
Paula Houston, Deputy City Attorney



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THE LIBRARIES OF
THE UNIVERSITY OF
CALIFORNIA
AT LOS ANGELES
AND SAN DIEGO
AND THE LIBRARY
OF THE STATE
DEPARTMENT
AT WASHINGTON,
D. C.

"TWIN LAKES R.V. PARK Phase #1
located in Sections 20 & 21, T42S, R15W, SLD 4M.

