

When Recorded Return To:
City of St. George
City Attorney's Office
175 East 200 North
St. George, Utah 84770

DOC # 20110009107

Easements Page 1 of 4
Russell Shirts Washington County Recorder
03/25/2011 08:16:14 AM Fee \$ 0.00
By ST GEORGE CITY



Tax ID: SG-5-2-22-44

PUBLIC EASEMENT

That in consideration of Ten Dollars and other good and valuable consideration paid to Red Cliffs Square, LC, 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 for ingress and egress, to use, install, operate, maintain, repair, remove, relocate and replace public utility and drainage facilities and for other public use, in and along real property owned by Grantor in Washington County, State of Utah, and the easement being more fully described as follows:

The easement area as shown by hatch marks in Exhibit A which are contained in the parcel described on Exhibit B attached hereto. The easement shall include the following provisions:

1. All water and power improvements are public and maintained by the City of St. George, up to and including the meters. All fire hydrants and their appurtenances are public and are maintained by the City of St. George. Fire lines to buildings are private and shall be maintained by the Grantor or Association assigned those responsibilities.
2. The Grantor or Association shall be responsible for repairing, restoring, or replacing landscaping or other private improvements resulting from damage or disruption caused by the City of St. George in installing, maintaining, repairing, or replacing public water and power improvements.

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

Grantor may not install, build, place or cause or allow anything to be installed, built, or placed in the easement without written approval from the City. Grantor may not interfere with the easement in anyway. 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. Grantor shall pay for any costs which Grantee incurs as a result of Grantor burdening the easement in any way.

This easement is granted subject to the existing storm water detention system on the subject property and Grantee may not interfere with that system.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of Grantee its successors and assigns.

IN WITNESS WHEREOF, the Grantors has executed this instrument this 22 day of December, 2010.

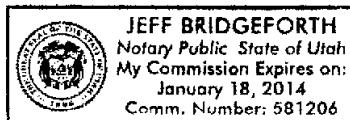
GRANTOR: Red Cliffs Square, LC

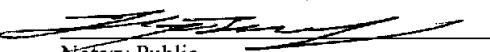


Robert D. Irvine, Manager

STATE OF UTAH)
ss.
County of Saint George)

On the 22nd day of December, 2010, A.D., personally appeared before me Robert D. Irvine, who being by me duly sworn, did say and acknowledge that he is the Manager of Red Cliffs Square, LC, a Utah limited liability company, and that he executed the foregoing document on behalf of said limited liability company by authority of its Operating Agreement and that he executed the same for the uses and purposes stated herein.





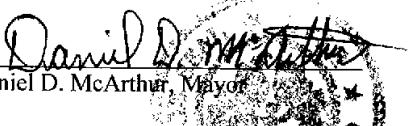
Notary Public

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 22 day of March, 2011.

CITY OF ST. GEORGE



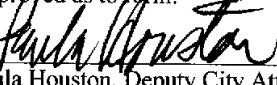
Daniel D. McArthur, Mayor

ATTEST:



Gay Cragin, City Recorder

Approved as to form:



Paula Houston, Deputy City Attorney

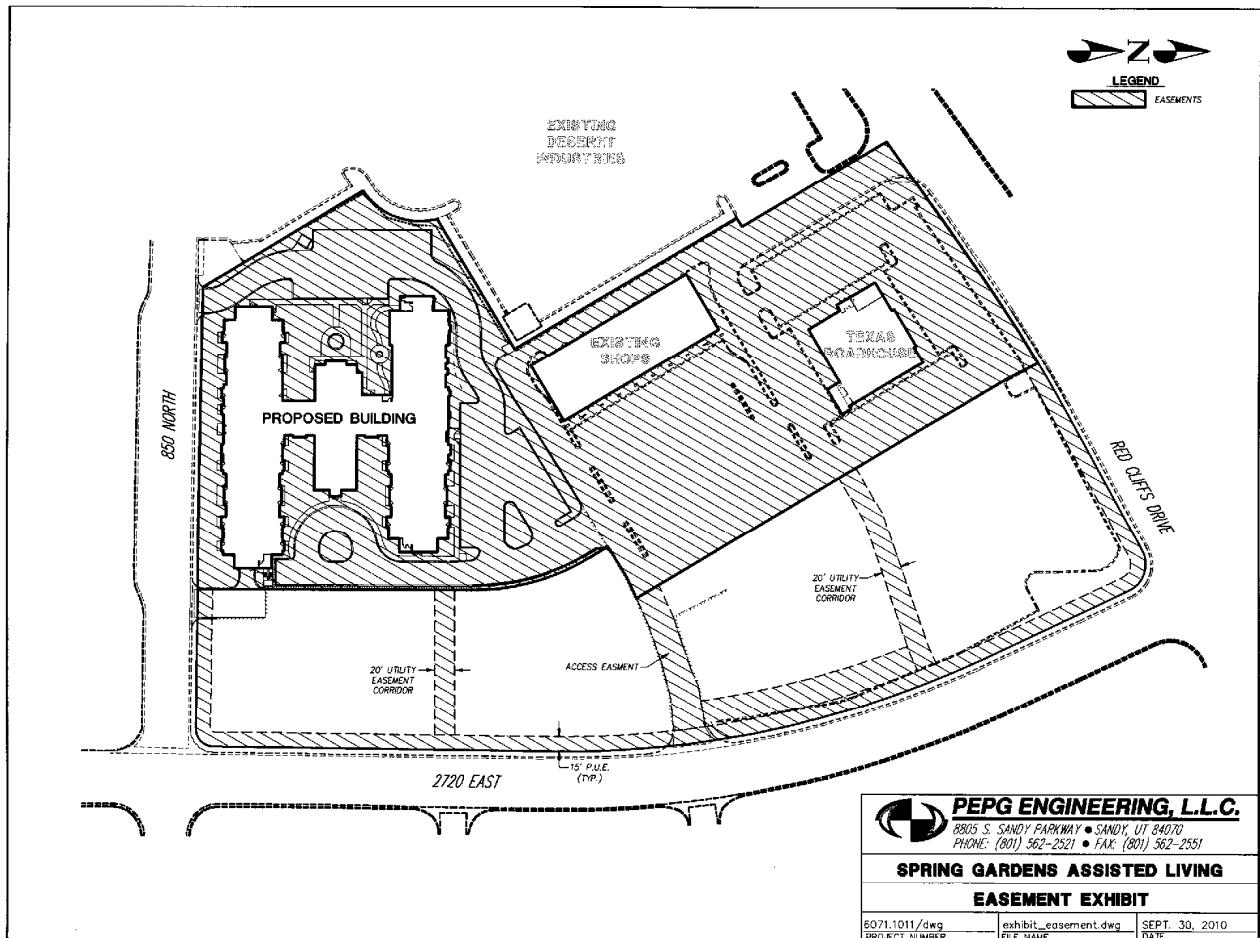


EXHIBIT - B
Red Cliffs Square

The following description has been rotated to the City HCN:

Basis of Bearing is South 89°03'43" East, between the Northwest corner of Section 22, and the North Quarter Corner of Section 22, Township 42 South, Range 15 West, Salt Lake Base and Meridian.

Beginning at a point being 424.91 feet South 89°03'43" East along the Section line and 165.90 feet South 00°56'17" West from the Northwest corner of Section 22, Township 42 South, Range 15 West, Salt Lake Base and Meridian; said point being on a Southerly boundary of the "Red Cliffs Drive" Right of Way (St. George Commercial Center Subdivision, Entry No. 737111 Book: 1428 Page: 2649); and running thence along said "Red Cliffs Drive" the following three (3) courses: North 54°39'25" East, 162.67 feet to a point on a 1400.00 foot radius curve to the right; thence 164.88 feet along said curve through a central angle of 06°44'52" (chord bears North 58°01'51" East, 164.78 feet); thence North 61°24'17" East, 162.88 feet to a point on a 30.00 foot radius curve to the right; thence 48.88 feet along said curve through a central angle of 93°20'45 (chord bears South 71°55'20" East, 43.65 feet); thence South 25°14'58" East, 162.71 feet to a point on a 997.00 foot radius curve to the right; thence 451.50 feet along said curve through a central angle of 25°56'48" (chord bears South 12°16'34" East, 447.65 feet); thence South 00°41'50" West, 339.62 feet to a point on the Northerly boundary the "850 North Street" Right of Way boundary; thence along said Right of Way Boundary the following two (2) courses: 28.32 feet along a 18.00 foot radius curve to the right through a central angle of 90°08'05" (chord bears South 45°45'53" West, 25.49 feet); thence North 89°10'05" West, 449.26 feet; thence North 31°08'38" West, 188.62 feet to a point on a 69.49 foot radius curve to the left; thence 85.67 feet along said curve through a central angle of 70°37'56" (chord bears North 20°53'08" East, 80.34 feet); thence North 59°05'29" East, 152.68 feet; thence North 30°49'29" West, 260.08 feet; thence North 59°00'51" East, 10.44 feet; thence North 30°59'58" West, 170.36 feet to the point of beginning.

Contains: 432,739 SQ. FT.
9.93 Acres