

Easements Page 1 of 3  
 Russell Shirts Washington County Recorder  
 07/06/2012 02:21:24 PM Fee \$14.00 By  
 SOUTHERN UTAH TITLE

WHEN RECORDED, MAIL TO:  
 St. George City  
 175 E. 200 N  
 St. George, UT 84770-2845

### Easement

(LIMITED PARTNERSHIP)

Tax ID No. SG-6-3-1-130

Parcel No. S-115-1:28:2EC

Washington County

Project No. S-115-1(84)6

PARKWAY VENTURES, LLC, a Utah limited liability company by way of Articles of Conversion of Parkway Ventures, LTD, dated February 13, 2007, Grantor, hereby GRANTS AND CONVEYS to the CITY OF SAINT GEORGE, A MUNICIPAL CORPORATION OF THE STATE OF UTAH, at 175 E. 200 N., St. George City, Utah 84770-2845, Grantee, for the sum of TEN (\$10.00) Dollars, a perpetual easement, upon part of an entire tract of property, situate in the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 1, Township 43 South, Range 16 West, SLB&M, for the purpose of constructing, maintaining cut and/or fill slopes, and maintaining, operating, repairing, inspecting, protecting, installing, removing and replacing public utilities, hereinafter called the FACILITIES, on, over, or under the surface of the real property of Grantor in Washington County, State of Utah more particularly described as follows:

Beginning at the southwest corner of said entire tract, said point being 59.29 feet radially distant easterly from the centerline of Black Ridge Drive, opposite approximate Engineers Station 11+24.73, which point is also 865.39 feet N.00°47'55"E. along the section line and 554.60 feet West from the East Quarter corner of said Section 1; and running thence N.1°00'43"W. 63.41 feet along the westerly boundary line of said entire tract to a point 50.17 feet radially distant easterly from the centerline of Black Ridge Drive, opposite approximate Engineers Station 11+81.43; thence Northerly 103.78 feet along the arc of a 568.00 foot radius non-tangent curve to the left, non-concentric with the centerline of Black Ridge Drive, (chord bears N.3°07'17"E. 103.64 feet); thence 52.97 feet along the arc of a 568.00 foot radius non-tangent curve to the left, concentric with the centerline of Black Ridge Drive, (chord bears N.9°07'20"W. 52.95 feet) to a point in said westerly boundary line to a point 58.00 feet radially distant easterly from the centerline of Black Ridge Drive, opposite approximate Engineers Station 13+22.56; thence N.1°00'43"W. 27.99 feet along said boundary line to a point 63.90 feet radially distant easterly from the centerline of Black Ridge Drive, opposite approximate Engineers Station 13+47.00; thence

Continued on Page 2

LIMITED PARTNERSHIP RW-09LP (12-01-09)

PAGE 2

Parcel No. S-115-1(28)2EC

Project No. S-115-1(84)6

N.42°21'11"E. 10.83 feet to a point 73.00 feet radially distant easterly from the centerline of Black Ridge Drive, opposite approximate Engineers Station 13+52.27; thence Southerly 88.23 feet along the arc of a 583.00 foot radius non-tangent curve to the right, concentric with the centerline of Black Ridge Drive, (chord bears S.10°47'10"E. 88.14 feet) to a point 73.00 feet radially distant easterly from the centerline of Black Ridge Drive, opposite approximate Engineers Station 12+75.00; thence continuing Southerly 136.36 feet along the arc of a 583.00 foot radius non-tangent curve to the right, non-concentric with the centerline of Black Ridge Drive, (chord bears S.4°28'33"W. 136.05 feet) to a point 63.00 feet radially distant easterly from the centerline of Black Ridge Drive, opposite approximate Engineers Station 11+55.00; thence continuing Southerly 33.68 feet along the arc of a 573.00 foot radius non-tangent curve to the right, concentric with the centerline of Black Ridge Drive, (chord bears S.8°42'52"W. 33.68 feet) to a point in the southerly boundary line of said entire tract, at a point 63.00 feet radially distant easterly from the centerline of Black Ridge Drive, opposite approximate Engineers Station 11+25.02; thence N.84°37'03"W. 3.73 feet along said southerly boundary line to the point of beginning.

The above described part of an entire tract contains 3,334 square feet in area or 0.077 acre.

(Note: Rotate the above described parcel 01°29'32" counterclockwise to equal record bearings.)

The easement includes the right to maintain and continue the existence of said cut and/or fill slopes in the same grade and slope ratio as constructed by UDOT. The easement shall run with the Real Property and shall be binding upon the Grantor and their respective heirs, successors and assigns., and includes and conveys all rights of grantor to change the vertical distance or grade of said cut and/or fill slopes, with the right of ingress and egress in the Grantee, its officers, employees, agents and assigns to enter upon the above described property with such equipment and vehicles as is necessary to construct, install, maintain, operate, repair, inspect, protect, remove and replace said FACILITIES and slopes.

Continued on Page 3

LIMITED PARTNERSHIP RW-09LP (12-01-09)

PAGE 3

Parcel No. S-115-1(28)2EC  
Project No. S-115-1(84)6

IN WITNESS WHEREOF, the hand of said Grantor has been set this 27th day of  
JUNE, A.D. 2012.

Signed in the presence of:

STATE OF UTAH

PARKWAY VENTURES, LLC.

COUNTY OF Utah

) ss.

By

Craig C. Christensen, Manager

On the date first above written personally appeared before me, Craig C. Christensen, who being by me duly sworn, says that he is the Manager of Parkway Ventures, LLC, a Utah limited liability company, the Limited Liability Company that executed the herein instrument and acknowledged the instrument to be the free and voluntary act and deed of the Limited Liability Company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes herein mentioned, and on oath stated that he is authorized to execute this instrument on behalf of the Limited Liability Company.

WITNESS my hand and official stamp the date in this certificate first above written:

[Signature]  
Notary Public

