

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

DOC # 20180005854

Easements Page 1 of 5
Russell Shirts Washington County Recorder
02/09/2018 09:11:06 AM Fee \$ 0.00
By ST GEORGE CITY



Tax ID: SG-5-3-32-110 & SG-5-3-32-111

PUBLIC UTILITY, AND DRAINAGE EASEMENT

That in consideration of Ten Dollars and other good and valuable consideration paid to DSG HOLDINGS, L.L.C and NEW DESERT HOLDINGS, L.L.C., herein collectively 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, to use, install, operate, maintain, repair, remove, relocate and replace public utilities, and drainage 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"

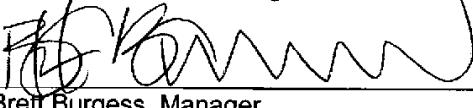
TO HAVE AND TO HOLD such property to Grantee, the City of St. George, forever, for the uses and purposes normally associated with public utilities, and drainage.

Grantee will not subject the easement to the imposition of liens during the term of this easement. Grantor retains the right of ingress and egress over the easement. Grantor may not install, build, place, or cause or allow anything to be installed, built or placed in or over the easement, except public roadway, sidewalk, curb and gutter, and installation of public utilities as approved by Grantee. If any improvement is installed, built, or placed in or over 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 is responsible to repair any damage caused by it to Grantee's public utility, and drainage infrastructure. It is anticipated that Grantor will install, build, or place a public roadway over the easement, and this easement shall expire when a roadway dedication plat or subdivision plat respecting the property described in Exhibit A is recorded in the office of the Washington County Recorder.

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 Grantor has executed this instrument this 4th day of
JANUARY, 20 18.

GRANTOR: DSG Holdings, L.L.C.



Brett Burgess, Manager

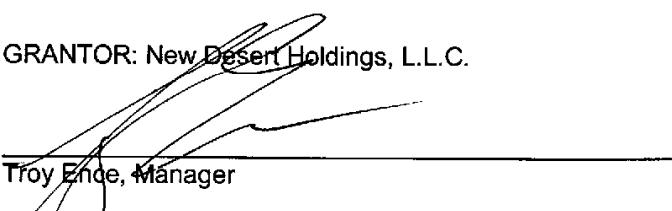
STATE OF UTAH)
ss.
WASHINGTON COUNTY)

On this the 4 day of January, 20 18, before me
Logan Blake, a notary public, personally appeared Brett Burgess, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged they executed the same.



Notary Public

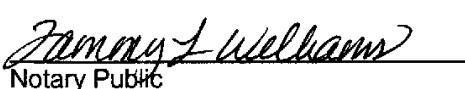
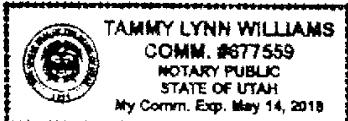
GRANTOR: New Desert Holdings, L.L.C.



Troy Ence, Manager

STATE OF UTAH)
ss.
WASHINGTON COUNTY)

On this the 4th day of January, 20 18, before me
Tammy Lynn Williams, a notary public, personally appeared Troy Ence, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged they executed the same.



Notary Public

ACCEPTANCE OF DEDICATION

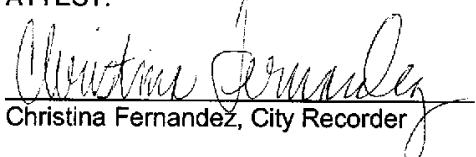
The City of St. George, a municipal corporation of the State of Utah, hereby accepts the above conveyance and dedication, and in consideration thereof agrees that it will utilize and maintain the same for purposes consistent with the above dedication.

CITY OF ST. GEORGE



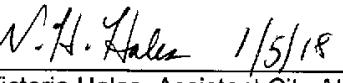
Jonathan T. Pike, Mayor

ATTEST:



Christina Fernandez, City Recorder

APPROVED AS TO FORM:



Victoria Hales, Assistant City Attorney

EXHIBIT "A"

BEGINNING AT A POINT SOUTH 88°43'03" EAST ALONG THE SECTION LINE, A DISTANCE OF 436.340 FEET AND SOUTH 01°16'57" WEST 875.556 FEET FROM THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 26°45'48" EAST 86.007 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS SOUTH 27°29'56" EAST); THENCE ALONG THE ARC OF A 2906.500 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 01°28'57", A DISTANCE OF 75.202 FEET; THENCE SOUTH 60°59'49" WEST 456.043 FEET; THENCE NORTH 29°00'11" WEST 43.000 FEET; THENCE NORTH 60°59'49" EAST 66.706 FEET; THENCE NORTH 29°00'11" WEST 43.000 FEET; THENCE NORTH 60°59'49" EAST 389.337 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 2992.500 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 01°30'15", A DISTANCE OF 78.564 FEET TO THE POINT OF BEGINNING.

EASEMENT MAP

