

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

Easements Page 1 of 4
 Gary Christensen Washington County Recorder
 12/21/2021 01:03:30 PM Fee \$ 0.00
 By ST GEORGE CITY



Tax ID: SG-6-2-28-123

MUNICIPAL UTILITY EASEMENT

That in consideration of Ten Dollars and other good and valuable consideration paid to **URE Fund 1 – Ascesa Court, LLC, a Utah Limited Liability Company**, Grantor, by the City of St. George, a Utah municipal corporation, Grantee, the receipt of which is hereby acknowledged, 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 municipal utilities; for unimpeded perpetual ingress and egress for vehicular and pedestrian traffic over, upon and across the roads, driveways, access ways, entrances, exits and sidewalks as such currently exist and as may be developed from time to time by Grantor; 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:

See Exhibit "A" and Exhibit "B" attached hereto and made a part hereof.

TO HAVE AND TO HOLD such property to Grantee, the City of St. George, forever for the uses and purposes normally associated with municipal 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. Grantor may not interfere with the easement in anyway. If any improvement is installed, built, or placed within the easement by Grantor or its successors or assigns, Grantor bears the risk of loss or damage to those improvements resulting from the exercise of the easement rights and Grantee is not responsible to repair, replace, maintain, indemnify or reimburse Grantor for any damage or loss. Grantor shall pay for any extra costs which Grantee incurs as a result of Grantor burdening the easement.

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 16 day of
November, 2021.

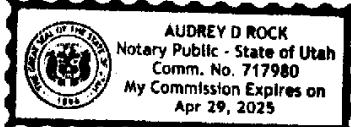
GRANTOR: **URE Fund 1 – Ascesa Court, LLC, a Utah Limited Liability Company**

Name (Print) Arnim Way

Manager

STATE OF UTAH)
SS.
COUNTY OF WASHINGTON)

On the 16 day of November 2021, before me, Audrey Rock, a notary public, personally appeared Arenia Way proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he/she executed the same voluntarily for its stated purpose.



Audrey Rock
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 16 day of December, 2021.

CITY OF ST. GEORGE

Michele Randall
Michele Randall, Mayor

ATTEST:

Christina Fernandez
Christina Fernandez, City Recorder



APPROVED AS TO FORM:

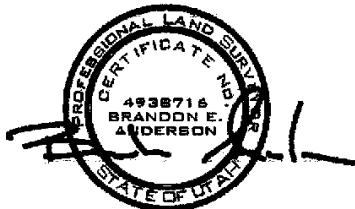
Collin Simonsen
Collin Simonsen, Assistant City Attorney



Exhibit "B"

Beginning at A point being North 01°50'37" East 3,684.44 feet along the center section line and East 2,066.59 feet from the South Quarter Corner of Section 28, Township 42 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence North 40°19'26" East 20.00 feet to the westerly line of Gap Canyon Parkway;
 thence southerly the following (5) courses along said westerly line of Gap Canyon Parkway
 thence Southeast 510.36 feet along an arc of a 695.00 foot radius curve to the right (center bears South 41°07'51" West, long chord bears South 27°49'56" East 498.97 feet with a central angle of 42°04'27");
 thence South 01°19'54" West 90.37 feet;
 thence South 06°16'51" East 40.38 feet;
 thence South 140.26 feet along an arc of a 1,207.00 foot radius curve to the left (center bears North 83°43'09" East, long chord bears South 09°36'36" East 140.18 feet with a central angle of 06°39'29");
 thence Southwest 45.28 feet along an arc of a 30.00 foot radius curve to the right (center bears South 77°03'40" West, long chord bears South 30°17'45" West 41.10 feet with a central angle of 86°28'10");
 thence North 16°28'10" West 20.00 feet;
 thence Northeast 15.09 feet along an arc of a 10.00 foot radius curve to the left (center bears North 16°28'10" West, long chord bears North 30°17'45" East 13.70 feet with a central angle of 86°28'10");
 thence North 142.59 feet along an arc of a 1,227.00 foot radius curve to the right (center bears North 77°03'40" East, long chord bears North 09°36'36" West 142.51 feet with a central angle of 06°39'29");
 thence North 06°16'51" West 41.71 feet;
 thence North 01°19'54" East 90.27 feet;
 thence Northwest 493.98 feet along an arc of a 675.00 foot radius curve to the left (center bears South 83°05'07" West, long chord bears North 27°52'48" West 483.03 feet with a central angle of 41°55'50") to the Point of Beginning.



November 15, 2021

