

DOC # 20220029718

Easements Page 1 of 6  
Gary Christensen Washington County Recorder  
06/06/2022 01:08:12 PM Fee \$ 0.00  
By ST GEORGE CITY



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

Tax ID: SG-6-3-2-320, SG-6-3-2-321 SG-6-3-2-240 & SG-6-3-2-430

#### MUNICIPAL UTILITY EASEMENT

That in consideration of Ten Dollars and other good and valuable consideration paid to QUALITY DEVELOPMENT, L.L.C., a Utah limited liability company, CRS HOLDINGS, L.L.C., a Utah limited liability company, PRIME DIRECTIVE HOLDINGS, L.L.C., a Utah limited liability company, and TONAQUINT RIDGE, INC., a Utah corporation, 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; in and along real property owned by Grantor in Washington County, State of Utah, and the easement being more fully described as follows:

See Exhibits "A & 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 utilities.

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 instrument this 11<sup>th</sup> day of MARCH, 2022.

Signatures on following pages

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GRANTOR: Quality Development, L.L.C.

Ed Burgess  
Ed Burgess, Manager

STATE OF UTAH )  
 ) ss.  
COUNTY OF WASHINGTON )

On the 10<sup>th</sup> day of March, 2022, before me, Stephanie Gledhill, a notary public, personally appeared Ed Burgess, 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.



Stephanie Gledhill  
Notary Public

GRANTOR: CRS Holdings, L.L.C.

Brett Burgess  
Brett Burgess, Manager

STATE OF UTAH )  
 ) ss.  
COUNTY OF WASHINGTON )

On the 11<sup>th</sup> day of March, 2022, 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 he/she executed the same.



Logan Blake  
Notary Public

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**GRANTOR:** Prime Directive Holdings, L.L.C.

~~Ryan Thomas, Manager~~

COUNTY OF WASHINGTON )

On the 11<sup>th</sup> day of March, 2022, before me, Logan Blake, a notary public, personally appeared Ryan Thomas, 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.



Notary Public

GRANTOR: Tonaquint Ridge, Inc.

**Brett Burgess, President**

COUNTY OF WASHINGTON )

On the 11<sup>th</sup> day of March, 2022, 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 he/she executed the same.



**Notary Public**

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**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.

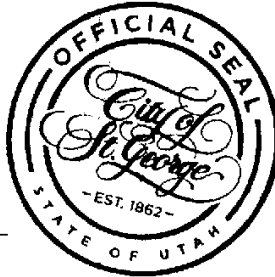
DATED this 21 day of March, 2022.

CITY OF ST. GEORGE

Michele Randall  
Michele Randall, Mayor

ATTEST:

Christina Fernandez  
Christina Fernandez, City Recorder



APPROVED AS TO FORM:

Collin Simonson  
Collin Simonson, Deputy City Attorney  
*Assistant*

## EXHIBIT "A"

BEGINNING AT THE NORTHEASTERLY BOUNDARY CORNER OF THE TONAQUINT COVE - PHASE 3 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, SAID POINT BEING NORTH 00°09'59" WEST ALONG THE SECTION LINE, A DISTANCE OF 1157.571 FEET AND WEST 533.982 FROM THE SOUTH QUARTER CORNER OF SECTION 2, TOWNSHIP 43 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 72°22'39" EAST ALONG THE SOUTHERLY BOUNDARY OF AN EXISTING MUNICIPAL UTILITY EASEMENT, RECORDED AS DOC. NO. 20200035449 IN THE WASHINGTON COUNTY RECORDER'S OFFICE, A DISTANCE OF 25.000 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS SOUTH 72°22'39" EAST); THENCE ALONG THE ARC OF A 965.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06°30'10", A DISTANCE OF 109.521 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A 535.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 17°17'58", A DISTANCE OF 161.533 FEET; THENCE SOUTH 28°25'09" WEST 564.792 FEET; THENCE NORTH 62°12'52" WEST 859.644 FEET; THENCE NORTH 65°04'36" WEST 90.113 FEET; THENCE NORTH 62°12'51" WEST 527.692 FEET; THENCE NORTH 27°47'09" EAST 80.000 FEET; THENCE SOUTH 62°12'51" EAST 527.691 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 15.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 23.562 FEET; THENCE NORTH 27°47'09" EAST 729.500 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 15.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 36°52'12", A DISTANCE OF 9.653 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A 60.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 163°44'23", A DISTANCE OF 171.468 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A 15.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 36°52'12", A DISTANCE OF 9.653 FEET; THENCE SOUTH 62°12'51" EAST 22.806 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 717.500 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 18°53'09", A DISTANCE OF 236.502 FEET TO THE WESTERLY BOUNDARY OF THE TONAQUINT COVE - PHASE 2 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE ALONG SAID SUBDIVISION BOUNDARY THE FOLLOWING (2) TWO COURSES: (1) SOUTH 06°30'13" WEST 10.011 FEET; AND (2) SOUTH 08°52'01" WEST 12.500 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF THE TONAQUINT COVE - PHASE 3 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE AND A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS NORTH 08°52'01" EAST); THENCE ALONG SAID SUBDIVISION BOUNDARY AND LINE EXTENDED, THE FOLLOWING (3) THREE COURSES: (1) RUNNING NORTHWESTERLY ALONG THE ARC OF A 740.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 18°55'08", A DISTANCE OF 244.344 FEET; (2) NORTH 62°12'51" WEST 90.306 FEET; AND (3) SOUTH 27°47'09" WEST 866.998 FEET; THENCE SOUTH 62°12'51" EAST 887.370 FEET TO A POINT ON THE EXTENSION OF THE EASTERLY BOUNDARY OF SAID TONAQUINT COVE - PHASE 3 SUBDIVISION; THENCE ALONG SAID SUBDIVISION BOUNDARY AND LINE EXTENDED THE FOLLOWING (3) THREE COURSES: (1) NORTH 28°25'09" EAST 544.571 FEET TO A POINT OF CURVATURE; (2) RUNNING NORTHEASTERLY ALONG THE ARC OF A 510.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 17°17'58", A DISTANCE OF 153.985 FEET TO A POINT OF REVERSE CURVATURE; AND (3) RUNNING NORTHEASTERLY ALONG THE ARC OF A 990.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 06°30'10", A DISTANCE OF 112.358 FEET TO THE POINT OF BEGINNING.

# EXHIBIT B

