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DOC # 20230028915

Easements Page 1 of 6
Gary Christensen Washington County Recorder
09/26/2023 10:52:50 AM 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-5-2-32-251

PUBLIC EASEMENT

That in consideration of Ten Dollars and other good and valuable consideration paid to JACK ON THE RIVER LLC, a Utah limited liability company, 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 non-exclusive perpetual easement for ingress and egress, to use, install, operate, maintain, repair, remove, relocate and replace trail facilities and for any 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

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, its successors and assigns, 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 any way. 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.

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 13th day of September, 2023.

GRANTOR
JACK ON THE RIVER LLC



By: Daniel T. Moore, Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On 09/13, 2023, before me, Angie V. Gonzalez, notary public, personally appeared Daniel T. Moore, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

See Attachment
Notary Public

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles
On 09/13/2023 before me, Angie V. Gonzalez, notary public
Date Here Insert Name and Title of the Officer
personally appeared Daniel Taylor Moore
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Angie V. Gonzalez
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Public Easement
Document Date: September 13, 2023 Number of Pages: 4
Signer(s) Other Than Named Above: no other signers

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer - Title(s): _____	<input type="checkbox"/> Corporate Officer - Title(s): _____
<input type="checkbox"/> Partner - <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner - <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____

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 11th day of September, 2023.

CITY OF ST. GEORGE


Michele Randall, Mayor

ATTEST:


Christina Fernandez, City Recorder



APPROVED AS TO FORM:


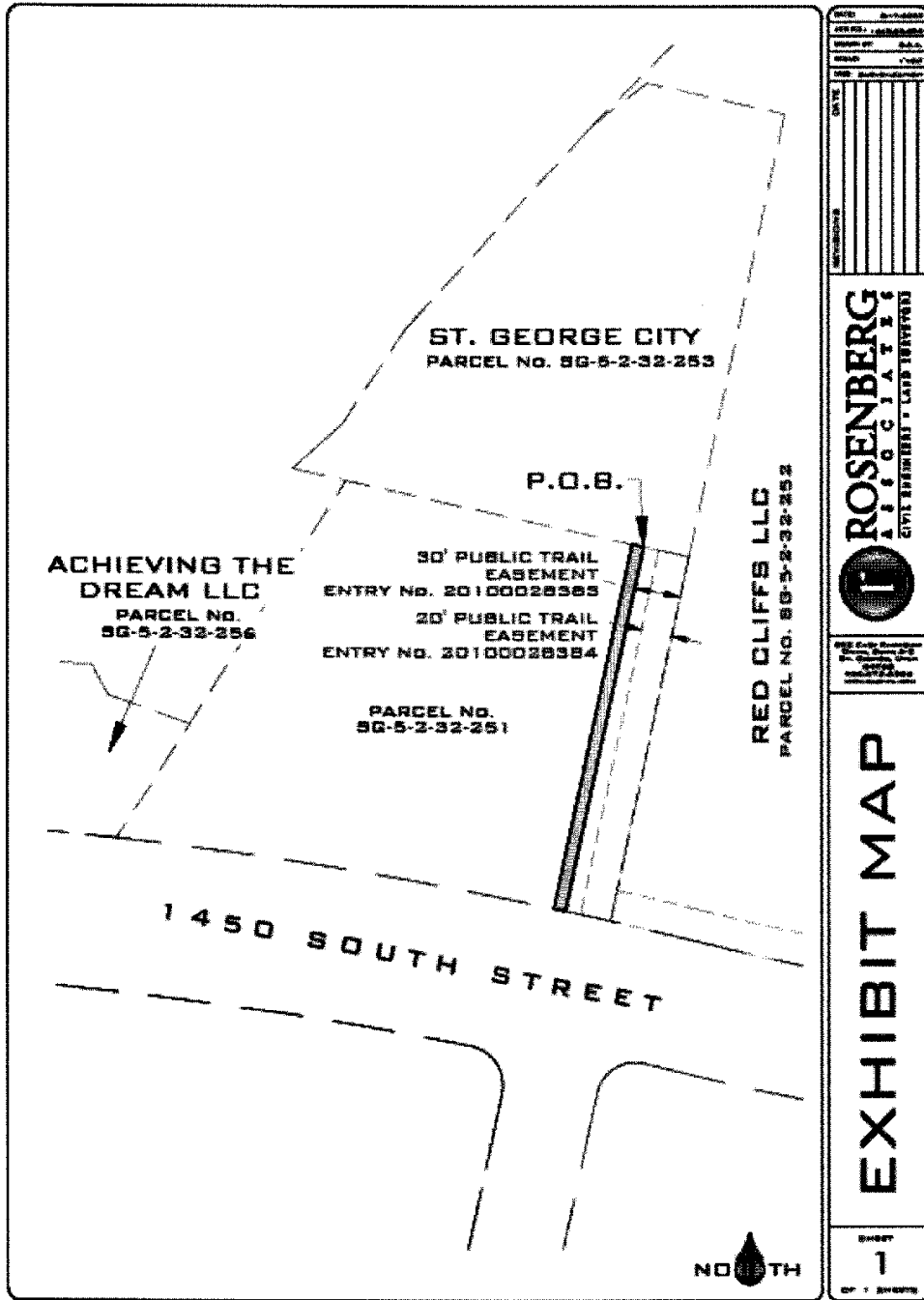

Jami R. Brackin, Deputy City Attorney

EXHIBIT A

TRAIL ACCESS LEGAL DESCRIPTION

Beginning at a point being South 00°32'03" West 3,964.76 feet along and beyond the section line and West 616.21 feet from the Northeast Corner of Section 32, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;

thence South 12°23'15" West 237.63 feet to the northerly line of 1450 South Street;
thence Westerly 7.50 feet along an arc of a 2,794.00 foot radius curve to the left (center bears South 11°58'39" West, long chord bears North 78°05'58" West 7.50 feet with a central angle of 00°09'14") along said northerly line of 1450 South Street;
thence North 12°23'15" East 237.69 feet;
thence South 77°36'45" East 7.50 feet to the Point of Beginning.



DATE	
BY	
FOR	
NO.	
DESCRIPTION	
DATE	
BY	
FOR	
NO.	
DESCRIPTION	

ROSENBERG
 A P L C
 CIVIL ENGINEER • LAND SURVEYOR

EXHIBIT MAP

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