

REQUEST: St. George City

BOOK 438 PAGE 546-547

1987 JAN 14 AM 10:14

DOCUMENT 308134

RECORDED BY

WASHINGTON COUNTY CLERK

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar and other good and valuable consideration paid to Medical Associates of St. George, a retirement trust, 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 grant, bargain, sell, transfer and convey unto Grantee, its successors and assigns, to the extent that any of the undersigned own property affected by the easement hereinbelow, an easement to use, operate, inspect, repair, maintain, replace and remove utility lines, or in which any of the below claim an interest, situated in the City of St. George, County of Washington, State of Utah, described as follows:

The West 15 feet of the Northwest 1/4 of the Southeast 1/4 of Sec. 35, T42S, R16W, SLB&M

also:

Beginning at the Northwest corner of the Southeast 1/4 of Sec. 35, T42S, R16W, SLB&M and running thence Easterly along the North line of the Southeast quarter of said Sec. 35 a distance of 60 feet; thence Southerly parallel to the West line of said Northwest 1/4 of said Southeast 1/4 a distance of 15 feet; thence Westerly on a line parallel to said North line of the Northwest 1/4 of the Southeast 1/4 a distance of 60 feet M/L to the West line of said Northwest 1/4 of the Southeast 1/4 of said Sec. 35; thence Northerly along said West line a distance of 15 feet M/L to the point of beginning.

Together with the right of ingress and egress over the adjacent lands of the Grantor, its successors and assigns, if necessary, for the purposes of this easement.

The above easement shall be 15.00 feet in width.

Grantee shall maintain easement in good repair so that no unreasonable damage shall result from its use to any adjacent land of the Grantor, its successors and assigns. Grantee does agree to in no way encumber said easement or subject it to the imposition of liens of any type during the term of this easement, and to hold Grantor harmless and indemnify it from any loss, liability or expense incurred in connection with the activities of Grantee during the term of the easement herein granted.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns.

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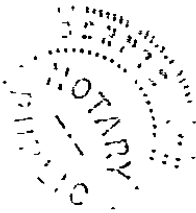
IN WITNESS WHEREOF, the Grantor has executed this easement
this 13th day of December, 1985.

GRANTOR:

Medical Associates of St. George,
a retirement trust

By *[Signature]*
Trustee

By *[Signature]*
Trustee



STATE OF UTAH)
 ss.
County of Washington)

SUBSCRIBED AND SWORN to before me this 13th day of December
1985.

[Signature]
Notary Public

My commission expires:
August 30, 1988