

When Recorded Return to:  
City of St. George  
175 East 200 North  
St. George, Utah 84770

00763343 Bk 1463 Pg 2238  
RUSSELL SHIRTS \* WASHINGTON CO RECORDER  
2002 MAY 02 14:10 PM FEE \$0.00 BY LP  
FOR: ST GEORGE CITY - ENGINEERING DEPT

## UTILITIES AND DRAINAGE EASEMENT

KNOWN ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar and other good and valuable consideration paid to CLARK THOMAS III and LINDA THOMAS, herein referred to as Grantors, by the CITY OF ST. GEORGE, A UTAH MUNICIPAL CORPORATION, herein referred to as Grantee, the receipt of which is hereby acknowledged, the Grantors do hereby grant, bargain, sell, transfer and convey unto Grantee, its successors and assigns, a perpetual easement to use, install, operate, maintain, repair and replace utility and drainage facilities, in, upon and along real property owned by Grantor in Washington County, State of Utah, and the easement being more fully described as follows:

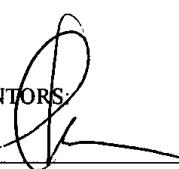
A portion of Lot Thirteen {13}, "PHEASANT RUN ESTATES SUBDIVISION- AMENDED", according to the Official Plat thereof, recorded in the Office of the County Recorder of said County, being described as follows:

Beginning at a point which lies South 00°03'30" East 1,800.88' feet along the section line, North 90°00'00" East 2,554.74 feet to an angle point in the westerly boundary line of "Pheasant Run Estates Subdivision - Amended" and South 54°54'09" East 18.33 feet from the northwest corner of Section 14, Township 43 South, Range 16 West of the Salt Lake Base and Meridian and running thence North 00°00'00" East 5.08 feet; thence North 40°00'00" East 11.45 feet; thence South 79°03'00" East 119.55 feet to a point on the arc of a 154.50 foot radius curve concave to the southeast, the radius point which bears South 66°44'49" East; thence through a central angle of 5°38'31" southwesterly 15.21 feet along the arc of said curve to a point on a non-radial line; thence North 79°03'00" West 121.64 feet to the point of beginning.

Grantee shall maintain the perpetual easement in good repair, although to the extent that the easement provides drainage, there is no representation on the part of Grantee that the easement shall have capacity to accommodate all drainage problems that arise. 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.

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 have executed this instrument this 5<sup>th</sup> day of April, 2002.

GRANTORS:  
  
CLARK THOMAS III

  
LINDA THOMAS

CITY OF ST. GEORGE, UTAH  
APPROVED-DATE 4/10/02

  
CITY PLANNER

STATE OF UTAH }  
} ss  
COUNTY OF WASHINGTON }

On the 5<sup>th</sup> day of April, 2002, personally appeared before me CLARK THOMAS III and LINDA THOMAS, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

  
NOTARY PUBLIC

