

**CITY OF MOAB RESOLUTION NO. 03-2025  
A RESOLUTION EXCHANGING REAL PROPERTY**

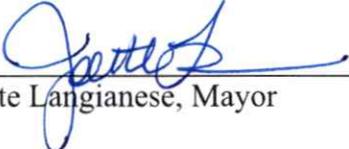
The following findings describe the reasons for this resolution and explain its purpose.

- a. The City sought to expand the street cross section, to include pedestrian facilities, on Kane Creek Blvd and storm water infrastructure in the adjacent Pack Creek floodway.
- b. A portion of the right-of-way required for these improvements is in Parcel 01-0001-0028, belonging to Chandler Group LLC.
- c. The City owns the neighboring Parcel 01-0001-0175 which is currently utilized for a City-owned waterline and access to the floodway and waterline.
- d. Chandler Group LLC desires an access easement across the aforementioned City parcel.
- e. Chandler Group LLC have agreed to grant to the City a quit claim deed and a bank protection and storm drain easement in exchange for an access easement across City Parcel 01-0001-0175.
- f. The City deems that such an exchange complies with Municipal Code Chapter 2.32, pertaining to disposal of real property.

Now therefore, the City of Moab resolves as follows:

- 1. **Direction to Staff.** Coordinate with Chandler Group LLC to execute the attached quit claim deed and bank protection and storm drain easement, and have them recorded.
- 2. **Authorize the Mayor** to sign, execute, and have recorded the attached access easement upon recording of above deed and easement.

PASSED AND APPROVED by a majority of the City Council, this 28<sup>th</sup> day of January, 2025.

By:   
Joette Langianese, Mayor

1/28/25  
Date

Attest:  
By:   
Sommar Johnson, Recorder

01-28-25  
Date

When Recorded Mail to:  
City of Moab  
217 East Center Street  
Moab, UT 84532

### QUIT CLAIM DEED

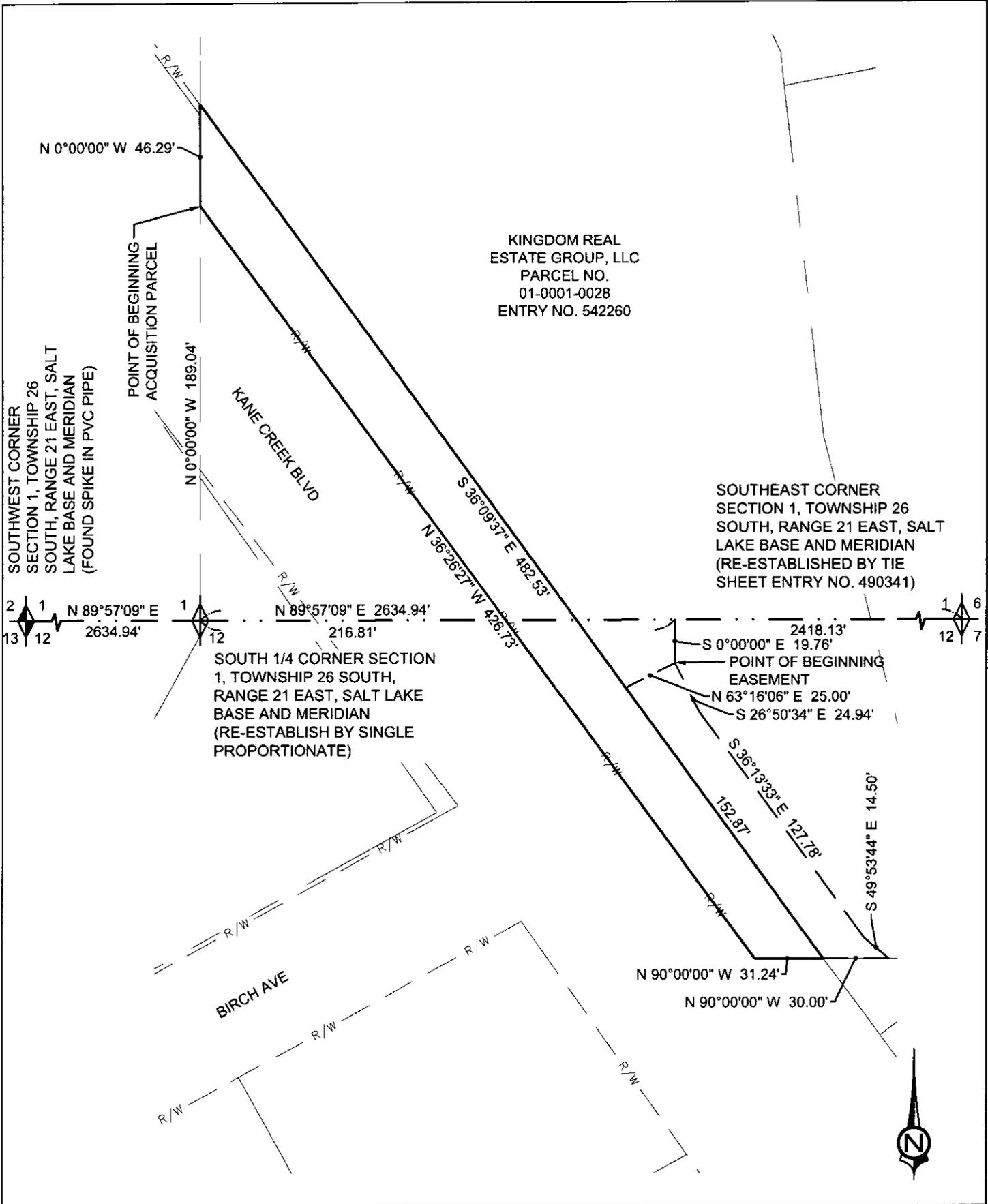
For valuable consideration, the sufficiency of which is hereby acknowledged, Chandler Group LLC ("Grantor"), hereby grants and conveys all interest in the following described property to the City of Moab, a Utah municipal corporation ("Grantee"), for the purpose of a sidewalk and public road right-of-way as set forth herein.

A description of lands located within Section 1, T 26 S, R 21 E, SLM, Grand County, Utah, more particularly described as follows:

BEGINNING AT A POINT BEING N 89°57'09" E 2634.94 FEET ALONG THE SOUTH LINE OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 21 EAST, SALT LAKE BASE AND MERIDIAN, TO THE RECORD LOCATION OF THE SOUTH 1/4 CORNER OF SAID SECTION 1 AND N 0°00'00" W 189.04 FEET ALONG THE CENTER SECTION LINE OF SAID SECTION 1, FROM THE SOUTHWEST CORNER OF SAID SECTION 1, POINT BEING ON THE WEST LINE OF A PARCEL MORE PARTICULARLY DESCRIBED IN ENTRY NO. 542260, RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER, GRAND COUNTY, STATE OF UTAH, AND RUNNING THENCE N 0°00'00" W 46.29 FEET CONTINUING ALONG SAID CENTER SECTION LINE, ALSO BEING THE SAID WEST LINE; THENCE S 36°09'37" E 482.53 FEET, TO A POINT ON THE SOUTH LINE OF SAID PARCEL; THENCE N 90°00'00" W 31.24 FEET ALONG SAID LINE, TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE N 36°26'27" W 426.73 FEET ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL, LINE ALSO BEING THE EXISTING EASTERLY RIGHT OF WAY LINE OF KANE CREEK BLVD, TO THE POINT OF BEGINNING.  
CONTAINS 11,952 SQ FT OR 0.27 ACRE MORE OR LESS.

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IF 22052	EXHIBIT B	 1453 S. DIXIE DRIVE, SUITE 150 ST. GEORGE, UT 84770 435.986.0100
	PARCEL NO. 01-0001-0028	

When Recorded Mail to:  
City of Moab  
217 East Center Street  
Moab, UT 84532

## **BANK PROTECTION AND STORM DRAIN EASEMENT GRANT**

For valuable consideration the sufficiency of which is hereby acknowledged, Chandler Group LLC (“Grantor”) hereby grants and conveys a non-exclusive easement for construction and maintenance of a riprap bank protection and public storm drain main outlet to the City of Moab, a Utah municipal corporation (herein: “City” and “Grantee”) as set forth herein.

1. Easement Property. Grantor hereby conveys an easement in gross (the “Easement”) to City over, under, and across Grantor’s lands located in the County of Grand, State of Utah, more particularly described in the attached Exhibit A (“Easement Property”), comprising a portion of Tax Parcel No. 01-0001-0028. Grantor warrants good and marketable title to the Easement Property, free and clear of any liens or encumbrances.
2. Purpose. The purpose of the Easement shall be for construction, maintenance, repair and replacement of riprap bank protection and public storm drain pipe, outlet structure, and related improvements.
3. Maintenance, Right of Entry. Grantee is authorized to enter the Easement from time to time and to utilize vehicles and equipment as necessary for survey, construction, inspection, maintenance, repair, or replacement, or enlargement of any improvements constructed or to be constructed in the future. Grantee shall restore the surface of the Easement to the approximate condition existing prior to disturbance following all construction and maintenance activities. All construction, maintenance, repair, and improvement activities of the Grantee shall be at its sole cost and expense.
4. Nonexclusive Use, No Construction Within the Easement. The City’s use of the Easement Property shall be non-exclusive with respect to the use by the Grantor or any successors in title. Grantor covenants, on their own behalf and on behalf of successors, that no permanent improvements, e.g. buildings, fences, or the like, shall be constructed within the Easement Property. Any encroaching improvements are subject to removal by Grantee, without compensation or replacement. Grantor shall bear the cost of removing encroachment.
5. Easement to Run with the Land. The easement granted herein shall run with and bind the lands described in perpetuity, unless terminated or abandoned as set forth below.
6. Termination. The Easement shall not terminate by abandonment, non-use, or otherwise.
7. Enforcement. Prior to commencing any action to enforce the Easement, the affected party shall serve upon any party alleged to be in breach a written notice providing a period of not less than thirty (30) days in which to cure or abate the offending condition,

except that in case of emergency it shall not be necessary to deliver notice and an opportunity to cure prior to seeking enforcement. In any judicial proceeding to enforce this easement remedies shall include injunctive/declaratory relief, damages, or both, together with reasonable attorney fees and court costs to the substantially prevailing party.

8. Venue, Controlling Law. Venue for any dispute concerning this easement shall be in the Seventh Judicial District Court, Grand County, Utah. The easement is governed by Utah law. In any enforcement proceeding trial shall be to the Court, and not to a jury.
9. Authority of Signatories. This instrument constitutes a valid and binding conveyance on behalf of the parties described below. The signatories each warrant authority to sign for and bind their respective entities.

Conveyed by the Grantors as of the date of execution below.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
GRANTOR

\_\_\_\_\_ ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned Notary Public in and for said State, personally appeared \_\_\_\_\_ (name), known or identified to me to be the \_\_\_\_\_ (president / vice-president / secretary / assistant secretary) of the corporation, or the (manager / member) of the limited liability company, or a partner of the partnership that executed the instrument or the person who executed the instrument on behalf of \_\_\_\_\_ (entity name), and acknowledged to me that said entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
(notary signature)

NOTARY PUBLIC FOR \_\_\_\_\_ (state)  
Residing at: \_\_\_\_\_ (city, state)  
My Commission Expires: \_\_\_\_\_ (d/m/y)

Attachments:  
Exhibit A  
Exhibit B

EXHIBIT "A"

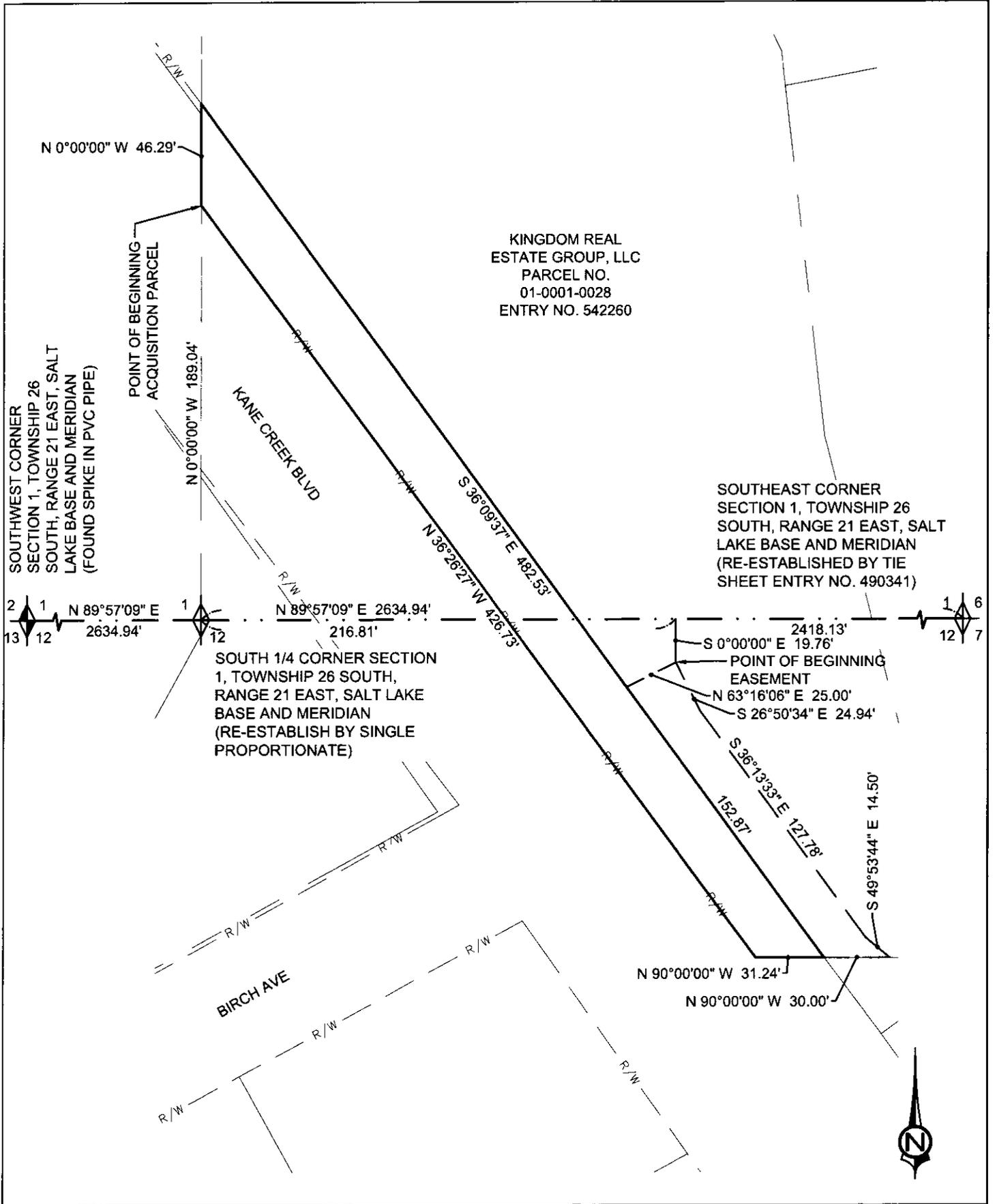
Easement Property

LEGAL DESCRIPTION

PARCEL NO. 01-0001-0028

PERPETUAL EASEMENT:

BEGINNING AT A POINT BEING N 89°57'09" E 2851.75 FEET ALONG THE SOUTH LINE OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 21 EAST, SALT LAKE BASE AND MERIDIAN, AND S 0°00'00" E 19.76 FEET, FROM THE SOUTHWEST CORNER OF SAID SECTION 1, AND RUNNING THENCE S 26°50'34" E 24.94 FEET; THENCE S 36°13'33" E 127.78 FEET; THENCE S 49°53'44" E 14.50 FEET, TO A POINT BEING ON THE SOUTH LINE OF A PARCEL MORE PARTICULARLY DESCRIBED IN ENTRY NO. 542260, RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER, GRAND COUNTY, STATE OF UTAH; THENCE N 90°00'00" W 29.99 FEET ALONG THE SOUTH LINE OF SAID PARCEL; THENCE N 36°09'37" W 152.87 FEET; THENCE N 63°16'06" E 25.00 FEET, TO THE POINT OF BEGINNING.



IF 22052	EXHIBIT B		 1453 S. DIXIE DRIVE, SUITE 150 ST. GEORGE, UT 84770 435.986.0100
	PARCEL NO. 01-0001-0028		

When Recorded Mail to:  
City of Moab  
217 East Center Street  
Moab, UT 84532

## ACCESS EASEMENT AGREEMENT

For valuable consideration, the sufficiency of which is hereby acknowledged, the **City of Moab**, a Utah municipal corporation (herein: "**Grantor**" and "**City**"), County of Grand, State of Utah, hereby grants and conveys a nonexclusive easement for ingress and egress to **Chandler Group LLC** (herein: "**Grantee**"), as set forth herein.

1. Easement. Grantor hereby conveys an easement to Grantee over, upon, and across the lands in the County of Grand, State of Utah, more particularly described in the attached *Exhibit A* ("**Easement Property**"), comprising a portion of Tax Parcel No. 01-0001-0175 (the "**Easement**").
2. Purpose. Grantor grants and conveys to Grantee and Grantee's authorized representatives a perpetual non-exclusive easement for ingress/egress and for the construction, maintenance, and/or improvement of a driveway (the "**Driveway**"). The Driveway shall be paved, and it is subject to City Design Standards.
3. Maintenance, Right of Entry. Grantee shall construct, operate, and maintain the Driveway at its sole expense.
4. Nonexclusive Use, No Construction Within the Easement. Grantee's use of the Easement Property shall be non-exclusive with respect to the use by the Grantor or any successors in title. Grantor covenants, on their own behalf and on behalf of successors, that no permanent improvements, e.g. buildings, fences, or the like, shall be constructed within the Easement Property. Grantor may require Grantee to remove any encroachments that Grantee constructs or installs within the Easement at Grantee's sole cost and expense without compensation or replacement.
5. No Warranty. Grantee accepts the Easement and the Easement Property and all aspects thereof "AS IS", "WHERE IS", without warranties, either express or implied, "with all faults." Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Property, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the Easement is granted to Grantee subject to (a) any state of facts which a survey or physical inspection of the Easement Property might show; (b) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (c) all reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity.

6. Easement to Run with the Land. The Easement granted herein shall run with and bind the lands described in perpetuity, unless terminated or abandoned as set forth below.
7. Termination. The Easement shall not terminate by abandonment, non-use, or otherwise, except where removal of the driveway and related facilities is coupled with a written and recorded instrument executed by Grantee indicating its relinquishment of the Easement.
8. Enforcement. Prior to commencing any action to enforce the Easement, the affected party shall serve upon any party alleged to be in breach, a written notice providing a period of not less than thirty (30) days in which to cure or abate the offending condition, except that in case of emergency it shall not be necessary to deliver notice and an opportunity to cure prior to seeking enforcement. In any judicial proceeding to enforce this Easement remedies shall include injunctive/declaratory relief, damages, or both, together with reasonable attorney fees and court costs to the substantially prevailing party.
9. Venue, Controlling Law. Venue for any dispute concerning the Easement shall be in the Third Judicial District Court, Salt Lake County, Utah. The Easement is governed by Utah law. The parties hereby irrevocably waive all right to trial by jury in any legal proceeding arising out of or related to this agreement or the transactions contemplated hereby.
10. Authority of Signatories. This instrument constitutes a valid and binding conveyance on behalf of the parties described below. The signatories each warrant authority to sign for and bind their respective entities.
11. Governmental Immunity Act. Grantee agrees and understands that Grantor is a governmental entity entitled to the protections and safeguards of the Governmental Immunity Act of Utah, Utah Code Section 63G-7-101 et. seq. and that Grantor neither waives nor relinquishes any applicable provision or protection of that act as applied to the Easement or the Easement Property.

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Conveyed by the Grantor as of the date of execution below.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTOR: City of Moab, a Utah municipal corporation.

\_\_\_\_\_  
Mayor Joette Langianese

\_\_\_\_\_  
Date

STATE OF UTAH    )  
                          )   ss.  
County of Grand    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned Notary Public in and for said State, personally appeared \_\_\_\_\_ (name), known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that (he/she/they) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
(notary signature)

NOTARY PUBLIC FOR \_\_\_\_\_ (state)  
Residing at: \_\_\_\_\_ (city, state)  
My Commission Expires: \_\_\_\_\_ (d/m/y)

GRANTEE: Chandler Group LLC

\_\_\_\_\_ (Grantee Signature)

\_\_\_\_\_ (Name)

County of \_\_\_\_\_ ) ss. \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public in and for said State, personally appeared \_\_\_\_\_ (name), known or identified to me to be the \_\_\_\_\_ (president / vice-president / secretary / assistant secretary) of the corporation, or the (manager / member) of the limited liability company, or a partner of the partnership that executed the instrument or the person who executed the instrument on behalf of \_\_\_\_\_ (entity name), and acknowledged to me that said entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
(notary signature)

NOTARY PUBLIC FOR \_\_\_\_\_ (state)  
Residing at: \_\_\_\_\_ (city, state)  
My Commission Expires: \_\_\_\_\_ (d/m/y)

Attachments:  
Exhibit A

## EXHIBIT A

### Easement Property

BEGINNING AT THE SOUTHEAST CORNER OF GRANTOR'S PARCEL, SAID POINT BEING NORTH 0°09' EAST 230.68 FT FROM THE SE CORNER OF SW 1/4 CORNER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 21 EAST, SALT LAKE BASE AND MERIDIAN. AND PROCEEDING THENCE WITH THE EAST BOUNDARY OF SAID PARCEL NORTH 0°09' EAST 100 FEET, THENCE NORTH 89°55' WEST 36.3 FEET, AND PROCEEDING THENCE WITH THE WEST BOUNDARY OF SAID PARCEL SOUTH 0°58'45" WEST 49.76 FEET THENCE SOUTH 36°27' EAST 62.65 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 2754 SQUARE FEETS.