

107243

2-1

EASMENT RIGHT-OF-WAY AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of June,
1957, by and between the City of St. George City, a municipal corporation under the
laws of the State of Utah, Party of the First Part AND June & Ruthie
Suey Little Moses hereinafter
parties of the second part, WITNESSETH:

That heretofore, the parties of the second part are the owners of certain property,
a description of which is attached to this agreement, marked Exhibit "A", and by
reference made a part hereof, and

WHEREAS, the first party desires to obtain a right-of-way and permit for the
placing of power poles across a portion of said property;

NOW, THEREFORE, in consideration of the premises and the covenants of the second
parties set out in Article II of this Agreement, said first party covenants and agrees
as follows:

ARTICLE I.

Section 1. For the privilege of placing power poles over the property in Exhibit
A, attached hereto, said first party agrees that they will pay for each perpetual
easement right \$10.00 per pole.

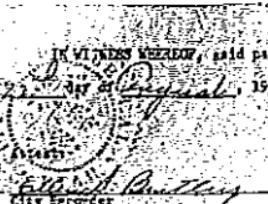
Section 2. Said first party further covenants and agrees that in the event the
land described herein is sub-divided and used for other purposes or building lots and
any of the poles would interfere with the use of said property for sub-division or
the building of buildings, the first party will shift the poles to try to locate them
in such a way as not to interfere with the particular building, and if necessary will
install additional poles.

In consideration of the premises and the covenants of the first party set out in
Article I of this Agreement said second parties covenant and agree as follows:

ARTICLE II.

To grant to the first party an easement and right-of-way in perpetuity over the
property described in Exhibit "A" for the installation and maintenance of power poles
in consideration of the payment to the second party of the sum of \$10.00
per pole installed, and further conditioned upon the other covenants and agreements
set out in Article I of this Agreement which the first party agreed to perform.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals this
day of August, 1957.


E. C. Crowley
City Recorder

CITY OF ST. GEORGE, UTAH, a
municipal corporation

J. L. Brown
Mayor

PARTIES OF THE FIRST PART

Jane E. Smith
Beth Meyer Smith

PARTIES OF THE SECOND PART

STATE OF UTAH

County of Washington)

On the 15 day of August, 1957, personally appeared before me J. C. Snow,
11-4 Park Heights, the signer of the within instrument who
duly acknowledged to me that he executed the same.

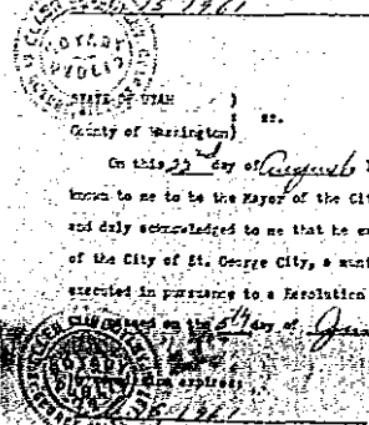
My commission expires:

September 15, 1961


NOTARY PUBLIC
PROVINCIAL

STATE OF UTAH)
County of Washington)

On the 22 day of August, 1957, personally appeared before me J. C. Snow,
known to me to be the Mayor of the City of St. George City, a municipal corporation,
and duly acknowledged to me that he executed the foregoing instrument as the Mayor
of the City of St. George City, a municipal corporation, that said instrument was
executed in pursuance to a Resolution of the City Council of the City of St. George
dated on the 11 day of June, 1957.


E. C. Crowley
Notary Public
Residing at 11 Park Heights


J. C. Snow
Notary Public
Residing at St. George Plaza

File No. 107243 Recorded at County of City of St. George
on August 24, 1957 at 2:55 P.M. - 5-19 - 386-37
Name of Clerk Helen L. Black County Recorder, Jr.