

195198

EASEMENT & RIGHT-OF-WAY AGREEMENT

510

THIS AGREEMENT, made and entered into this 8th day of February, 1965, by and between SANTA CLARA CORPORATION OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, A CORPORATION sole, by Arlo J. Hansen Bishop, the Party of the First Part, hereinafter called Grantor; and CITY OF ST. GEORGE, Party of the Second Part, hereinafter called Grantee, WITNESSETH:

That for and in consideration of Twenty and 15/100 Dollars (~~\$17¹⁰~~), cash in hand paid, the receipt of which is hereby acknowledged, the Parties of the First Part have this day bargained and sold, and by these presents do bargain, sell, convey, transfer, and deliver unto CITY OF ST. GEORGE, a permanent easement and right-of-way, including the perpetual right to enter upon the real estate hereinafter described, at any time that it may see fit, and construct, maintain, and repair underground pipelines and/or mains for the purpose of conveying culinary water over, across, through, and under the lands hereinafter described, together with the right to excavate and refill ditches and/or trenches for the location of said pipelines and/or mains, and the further right to construct electrical transmission lines and maintain them; remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said pipelines and/or mains, and electrical transmission lines.

The land affected by the grant of this easement and right-of-way is located in the County of Washington and State of Utah, and is more particularly described as follows:

A 30 foot right-of-way, 10 feet right (West and South) and 20 feet left (East and North) of the centerline of a culinary water line as staked, across the S¹/₄SE¹/₄ of Section 8, Township 42 South, Range 16 West, S1E & M.

To have and to hold said easement and right-of-way unto CITY OF ST. GEORGE and unto its successors and assigns forever.

The Parties of the First Part do hereby covenant that they are lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey it or any part thereof, and that they will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

As part of the consideration for this grant, the Grantors do hereby release any and all claims for damages from the Grantee, except damages to growing crops or damages to improvements thereon including fences.

GRANTEE does hereby give and grant to GRANTOR the right and privilege to connect on to the water line which is contiguous to their property. Said right and the right to use the water shall be under the terms and conditions and regulations of Grantee affecting out of City water tapplings; said water to be used for landscaping purposes only and the use of said water by Grantors to be dependent upon whether or not said Grantee has water over and above the needs of the inhabitants of the City of St. George.

Grantee further gives Grantor the right for a connection with the electrical power lines. Said connection to be under the terms, agreements and regulations of Grantee with respect to out-of-city electrical power use.

It is understood and agreed between the Parties hereto as follows:

1. That any change in the elevation of water line or power line shall be at Grantee's Expense.
2. That any change of alignment required by Grantor shall be at Grantor's expense.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals this 7th day of Feb., 1968.

CITY OF ST. GEORGE
a Municipal Corporation

By [Signature]
MAYOR

PARTY OF THE SECOND PART

Attest:

[Signature]
City Recorder

SANTA CLARA CORPORATION
OF THE CHURCH OF JESUS CHRIST
OF LATTER-DAY SAINTS

By [Signature]
Bishop

PARTY OF THE FIRST PART

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On this 8th day of February, 1968, personally appeared before me Ardo J. Hapson the signers of the within instrument who duly acknowledged to me that they executed the same.

Rudger W. Webster
Notary Public
Residing at St George, Utah

My Commission expires:

May 15, 1966

STATE OF UTAH)
COUNTY OF WASHINGTON)

On this 8th day of February, 1966 personally appeared
before me Mason A. Bowler known to me to be the Mayor of
the CITY OF ST. GEORGE, a Municipal Corporation, and duly acknowledged to
me that he executed the foregoing instrument as the Mayor of the CITY OF
ST. GEORGE; that said instrument was executed in pursuance to a resolution
of the CITY OF ST. GEORGE passed on the 7th day of February,
1966.

Rudger W. Webster
Notary Public
Residing at St George, Utah

My Commission Expires:

May 15, 1966

Entry No. 128198 Recorded at request of St. George City
Date August 13, 1966 at 10:30 A.M. S-62 Fee \$ ---
Nelson P. Barker Washington County --- Deputy.