

7

DOC # 20170047385

Assignment Page 1 of 7
Russell Shirts Washington County Recorder
11/22/2017 09:09:09 AM Fee \$ 0.00
By ST GEORGE CITY



WHEN RECORDED RETURN TO:

St. George and Washington Canal Company
533 East Waterworks Drive
St. George, UT 84770

Space Above This Line for Recorder's Use

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") by and between **ST. GEORGE AND WASHINGTON CANAL COMPANY**, a Utah corporation, ("Assignor") and **ST. GEORGE CITY**, a Utah municipal corporation ("Assignee").

WHEREAS, St. George and Washington Canal Company is the owner of certain easements and rights of way acquired by way of prescriptive use and recorded documents; and

WHEREAS, Assignor desires to assign, and Assignee desires to acquire, all of Assignor's right, title and interest in and to said easements and rights of way,

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Assignor hereby transfers, assigns, delivers and conveys, without recourse, representation or warranty, express or implied, all right, title and interest of Assignor in and to the following:

All of Assignor's rights, title and interest in and to the Easement and Right of Way for the Valley Canal Lateral, lying North of 2330 South Street, St. George, Utah, and delivery of water. Said Easement is located in Sections 4 and 5, Township 43 South, Range 15 West, Salt Lake Base and Meridian. The Easement was acquired by way of prescriptive use and documents recorded with the Washington County Recorder, as follows:

Recorded December 12th, 1950, as Entry No. 78520, in Book Y-12, page 245

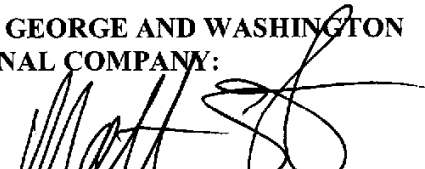
Recorded February 25th, 1950, as Entry No. 76311, in Book Y-12, page 98

2. Assignee hereby accepts the assignment of all Assignor's right, title and interest in and to the Easement and Right of Way for the Valley Canal Lateral, and hereby assumes and agrees to fulfill, perform and discharge, from and after the date hereof, all of the various commitments, obligations and liabilities of Assignor from and after the date hereof, including obligations, if any, in the Cottam Letter. The access point for delivery of irrigation water in the Cottam Letter shall be the Valley Canal Irrigation Valve at 2330 South Street, St. George, Utah. The Cottam Letter, and a diagram of the Valley Canal Lateral and the Valley Canal Irrigation Valve, are attached hereto and incorporated herein as Exhibit A.
3. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the State of Utah applicable to contracts negotiated, made and to be performed entirely within the state of Utah. Each party hereby waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement. Assignee is a governmental entity, and nothing in this Agreement shall be construed to waive the governmental immunity of the Assignee, whether in law or equity, or under the Governmental Immunity Act of Utah.
4. This Agreement shall inure to the benefit of and be binding upon the parties hereto and its respective successors and assigns. No party hereto may assign its respective rights under this Agreement without the prior written consent of the other party. Except as provided herein, none of the provisions of this Agreement shall be for the benefit of or enforceable by any person not a party hereto.
5. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
6. If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
7. The terms and conditions of this Agreement may be amended or modified only by written agreement of the parties.

8. The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated.

IN WITNESS WHEREOF, Assignor and the Assignee have caused this Assignment to be duly executed this 5 day of October, 2017.

ST. GEORGE AND WASHINGTON
CANAL COMPANY:

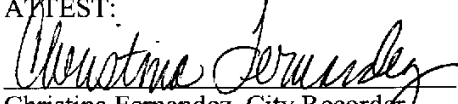
By 
MATTHEW STAHELI, President



ST. GEORGE CITY:

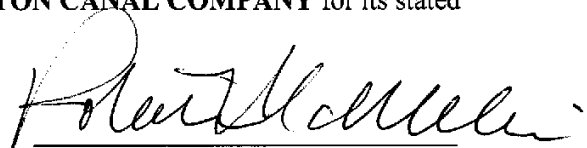
By 
JONATHAN T. PIKE, Mayor

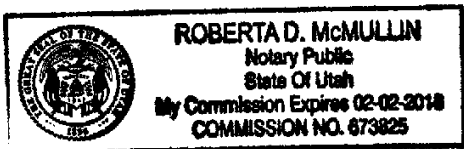
ATTEST:


Christina Fernandez, City Recorder

STATE OF UTAH)
: ss
COUNTY OF WASHINGTON)

On the 20 day of Sept, 2017, personally appeared before me
MATTHEW STAHELI, President of ST. GEORGE AND WASHINGTON CANAL
COMPANY, who acknowledged to me that he executed the foregoing Assignment and
Assumption Agreement on behalf of ST. GEORGE AND WASHINGTON CANAL
COMPANY, by appropriate authority, and that said Assignment and Assumption Agreement
was the act of ST. GEORGE AND WASHINGTON CANAL COMPANY for its stated
purpose.


NOTARY PUBLIC



STATE OF UTAH)
 : ss
COUNTY OF WASHINGTON)

On the 5 day of October, 2017, personally appeared before me
Jonathan T Pike, of **ST. GEORGE CITY**, who acknowledged to me that s/he
executed the foregoing Assignment and Assumption Agreement on behalf of **ST. GEORGE**
CITY, by appropriate authority, and that said Assignment and Assumption Agreement was the
act of **ST. GEORGE CITY** for its stated purpose.



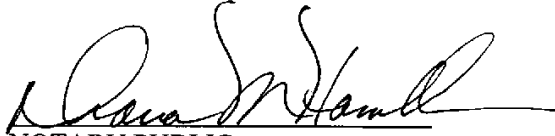

NOTARY PUBLIC

EXHIBIT A

June 7, 2017

St. George and Washington Canal Company

RE: Delivery of Irrigation Water

Dear President and Board Members:

The undersigned parties being the present and previous owners of the Cottam property have received irrigation water from the St. George and Washington Canal Company by way of the Valley Irrigation Canal lateral.

The undersigned parties or assigns from this date forward will not be requiring the delivery of irrigation water from and thru the existing Valley Irrigation Canal lateral. The undersigned parties hereby acknowledge the right of way easement for the canal lateral as now existing will not be terminated, and said easement will be assigned to the City of St. George, according to the terms of previous agreements between the City and the Canal Company. The Canal Company will continue to deliver irrigation water to the existing water valve located at the intersection of 2330 South Street and the Valley Irrigation Canal lateral. The delivery of irrigation water beyond the valve on 2330 South Street, shall be the responsibility of the undersigned and or assigns, said parties will work with the City of St. George to obtain easements and install irrigation water pipe, from this time forward.

Cottam Family Farm L.C.

BY: Chris Bigler

Cottam's Place LTD, a Utah Limited Partnership

BY: Chris Bigler

Edward and Dixie Cottam Trust

BY: Chris Bigler

Jim Cottam

BY: Jim Cottam

Barbara Cottam Brown

BY: Barbara Brown

Chris Bigler

BY: Chris Bigler

Troy Danklef

BY: Troy Danklef

Tax ID: SG-5-3-5-1101
SG-5-3-4-41011
SG-5-3-4-342
SG-5-3-5-210011
SG-5-3-5-221
SG-5-3-5-11021
SG-5-3-2206
SG-FSG-1-1
SG-FSG-1-2
SG-FSG-1-3
SG-FSG-1-4
SG-FSG-1-5
SG-FSG-1-6
SG-FSG-1-7-A
SG-CFS-12
SG-CFS-13
SG-CFS-14
SG-CFS-19
SG-CFS-20

Legal Description

E ½ E ½, Section 5, Township 43 South, Range 15 West, SLB&M

W ½ W ½, Section 4, Township 43 South, Range 15 West, SLB&M

