

22

When Recorded Return To:
City of St. George
Attn: Legal Department
175 East 200 North
St. George, Utah 84770

DOC # 20220043136

Agreement Page 1 of 22
Gary Christensen Washington County Recorder
09/15/2022 03:27:08 PM Fee \$ 0.00
By ST GEORGE CITY



Tax ID: SG-5-3-4-233

ASSIGNMENT AND ASSUMPTION AGREEMENT
(Valley Canal Lateral Easement to City of St George)

This Assignment and Assumption Agreement ("Agreement") is by and between **CWI Enterprises, LLC**, a Utah limited liability company ("Assignor"), and the **City of St. George**, a Utah municipal corporation ("Assignee").

WHEREAS Assignor is the owner of certain easements and rights of way acquired by way of an assignment and assumption agreement 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, and assume all commitments, obligations, and liabilities related to the Valley Canal Lateral and Irrigation Valve.

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, which easement and right of way is more specifically described in **Exhibit A** and depicted in **Exhibit B**.

2. The Easement was acquired by way of assignment, and documents evidencing prescriptive use, including the following documents recorded with the Washington County Recorder, as follows

Recorded March 12, 2018, as Document No. 20180010046, Assignment and Assumption Agreement (City of St George to CWI Enterprises LLC)

Recorded November 22, 2017, as Document No. 20170047385, Assignment and Assumption Agreement (Washington Canal Co to City of St George)

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

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

3. 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 Irrigation Valve, 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 dated June 7, 2017, and the record documents listed in Paragraph 2, which are attached hereto and incorporated herein as **Exhibit C** ("Other Applicable Documents"). 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.
4. 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.
5. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their 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.
6. 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.
7. 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.
8. The terms and conditions of this Agreement may be amended or modified only by written agreement executed by the parties.
9. 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 Assignee have caused this Assignment to be duly executed this 31 day of August, 2022.

{signatures on next page}

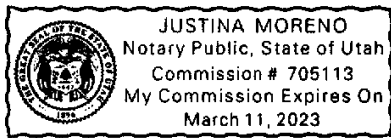
ASSIGNOR
CWI ENTERPRISES, LLC

By: [Signature]
Derek Wright, Manager

STATE OF UTAH)
)
 :ss.
COUNTY OF SALT LAKE)

On the 31 day of August, 2022, personally appeared before me DEREK WRIGHT, who being duly sworn did say that he/she is the Manager of CWI ENTERPRISES, LLC., and that the foregoing **Assignment and Assumption Agreement** was signed on behalf of said company by authority of its Articles of Organization or its Operating Agreement.

[Signature]
Notary Public



ASSIGNEE
THE CITY OF ST. GEORGE

By: [Signature]
Michelle Randall, Mayor

STATE OF UTAH)
)
 : ss
COUNTY OF WASHINGTON)

On this 31st day of ~~August~~ September, 2022, personally appeared before me MICHELE RANDALL, who acknowledged to me that he/she executed the foregoing Assignment and Assumption Agreement on behalf of the City of St. George, by appropriate authority, and that said Assignment and Assumption Agreement was the act of the City of St. George for its stated purpose.

ATTEST:

By: [Signature]
Christina Fernandez, City Recorder

APPROVED AS TO FORM:

By: [Signature]
Jami Brackin, City Attorney





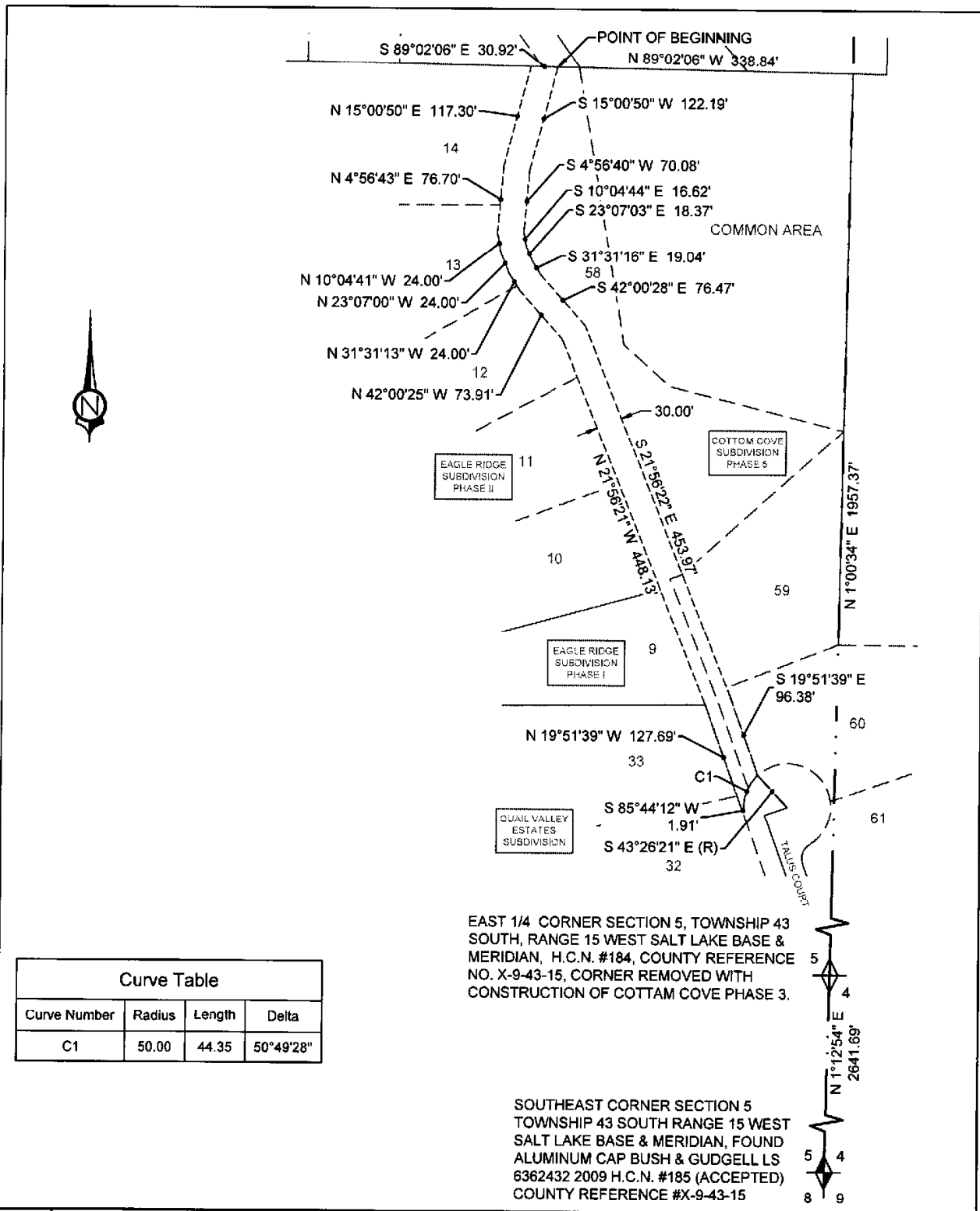
1453 S Dixie Drive, Suite 150
St. George, UT 84770
435-986-0100

EXHIBIT "A"
LEGAL DESCRIPTION

A 30.00 FOOT WIDE CANAL EASEMENT (ENTRY NO. 78520, RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH) MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT N 1°12'54" E 2641.69 FEET ALONG THE EAST LINE OF SECTION 5, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND N 1°00'34" E 1957.37 FEET ALONG THE EAST LINE OF SAID SECTION 5 AND N 89°02'06" W 338.84 FEET, FROM THE SOUTHEAST CORNER OF SAID SECTION 5, AND RUNNING THENCE S 15°00'50" W 122.19 FEET; THENCE S 4°56'40" W 70.08 FEET; THENCE S 10°04'44" E 16.62 FEET; THENCE S 23°07'03" E 18.37 FEET; THENCE S 31°31'16" E 19.04 FEET; THENCE S 42°00'28" E 76.47 FEET; THENCE S 21°56'22" E 453.97 FEET; THENCE S 19°51'39" E 96.38 FEET TO A POINT OF A 50.00 FOOT NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS S 43°26'21" E; THENCE ALONG THE ARC OF SAID CURVE 44.35 FEET THROUGH A CENTRAL ANGLE OF 50°49'28"; THENCE S 85°44'12" W 1.91 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF QUAIL VALLEY ESTATES SUBDIVISION, RECORDED AND ON FILE IN THE OFFICE OF SAID RECORDER; THENCE N 19°51'39" W 127.69 FEET ALONG SAID EASTERLY BOUNDARY LINE, TO THE SOUTHEAST CORNER OF LOT 9, EAGLE RIDGE SUBDIVISION PHASE I, RECORDED AND ON FILE IN THE OFFICE OF SAID RECORDER; THENCE ALONG SAID EASTERLY BOUNDARY LINE THE FOLLOWING SEVEN (7) COURSES, (1) N 21°56'21" W 448.13 FEET, (2) N 42°00'25" W 73.91 FEET, (3) N 31°31'13" W 24.00 FEET, (4) N 23°07'00" W 24.00 FEET, (5) N 10°04'41" W 24.00 FEET, (6) N 4°56'43" E 76.70 FEET, (7) N 15°00'50" E 117.30 FEET, TO THE SOUTHERLY LINE OF THE BOULDERS SUBDIVISION PHASE 1, RECORDED AND ON FILE IN THE OFFICE OF SAID RECORDER; THENCE S 89°02'06" E 30.92 FEET ALONG SAID BOUNDARY LINE, TO THE POINT OF BEGINNING.

TWS
20182



Curve Table			
Curve Number	Radius	Length	Delta
C1	50.00	44.35	50°49'28"

EXHIBIT C

Other Applicable Documents
attached hereafter

DOC # 20180010046

Agreement Page 1 of 17
Russell Shirts Washington County Recorder
03/12/2018 12:07:04 PM Fee \$ 0.00
By ST GEORGE CITY



When Recorded Return To:
City of St. George
Attn: Legal Department
175 East 200 North
St. George, Utah 84770

Tax ID: SG-5-3-4-342

ASSIGNMENT AND ASSUMPTION AGREEMENT
(Valley Canal Lateral to CWI Enterprises, LLC)

This Assignment and Assumption Agreement ("Agreement") is by and between the City of St. George, a Utah municipal corporation ("Assignor") and CWI Enterprises, LLC, a Utah limited liability company ("Assignee").

WHEREAS, Assignor is the owner of certain easements and rights of way acquired by way of an assignment and assumption agreement 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, and assume all commitments, obligations, and liabilities related to the Valley Canal Lateral and Irrigation Valve.

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 assignment, and documents evidencing prescriptive use, including the following documents recorded with the Washington County Recorder, as follows:

Recorded November 22, 2017, as Document No. 20170047385, Assignment and Assumption Agreement;

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

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 Irrigation Valve, 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, a diagram, and other applicable documents, 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. Assignor is a governmental entity, and nothing in this Agreement shall be construed to waive the governmental immunity of the Assignor, whether in law or equity, or under the Governmental Immunity Act of Utah.
4. Assignee does hereby agree to save, hold harmless, and indemnify the City of St. George, its officials, officers, representatives, employees and agents (hereinafter "City") against all claims, demands, causes or action, suits or judgments, including, but not limited to, all claims, demands, causes of action, suits, or judgments for death or injuries to persons or for loss of or damage to property, arising out of, or in connection with, this Agreement to the extent that it relates to performance of acts of Assignee, or its agents or assigns ("Claims"); provided, however, that Assignee shall not be required to indemnify City against any of the above mentioned Claims which are caused by the willful misconduct of City or City's agents or contractors. In the event any such Claim is made or suit is filed against the City that is subject to such indemnification, City shall give the Assignee prompt written notice, and Assignee agrees to defend against any such Claim brought or actions filed against City, whether such Claims or actions are rightfully or wrongfully brought or filed. In case a Claim should be brought or an action filed with respect to the subject of the indemnity herein, Assignee agrees that City may employ attorneys of its own selection to appear and defend the Claim or action on its own behalf at the expense of Assignee; provided, however, that such attorney's fees must be reasonable. Assignee shall be

responsible for all costs associated with any Claim, including attorney's fees, for which it indemnifies or defends City.

5. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their 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.
6. 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.
7. 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.
8. The terms and conditions of this Agreement may be amended or modified only by written agreement executed by the parties.
9. 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 7 day of March, 2018.

THE CITY OF ST. GEORGE:

By Jonathan T. Pike
JONATHAN T. PIKE, MAYOR



CWI ENTERPRISES, LLC:

By *D. Wright*, MANAGER

ATTEST:

Christina Fernandez
Christina Fernandez, City Recorder

Approved as to form:

V. H. Hales 3/7/18
Victoria H. Hales, Assistant City Attorney

STATE OF UTAH)
: ss
COUNTY OF WASHINGTON)

On the 7 day of March, 2018, personally appeared before me Jonathan T. Pike, and Christina Fernandez, of the City of St. George, who acknowledged to me that they 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 the City of St. George for its stated purpose.



Diana M Hamblin
NOTARY PUBLIC

STATE OF UTAH)
)
) : ss
COUNTY OF Salt Lake)

On the 5 day of March, 2018, personally appeared before me Derek Wright, Manager of CWI Enterprises, LLC, who acknowledged to me that s/he executed the foregoing Assignment and Assumption Agreement on behalf of the limited liability company, by appropriate authority, and that said Assignment and Assumption Agreement was the act of the company for its stated purpose.



Christie Jo Young
NOTARY PUBLIC

DOC # 20170047385

Assignment Page 1 of 7
Russell, Chris Washington County Recorder
11/22/2017 09:08:08 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 [Signature]
MATTHEW STAHELL, President



ST. GEORGE CITY:

By [Signature]
JONATHAN T. PIKE, Mayor

ATTEST:
[Signature]
Christina Fernandez, City Recorder

STATE OF UTAH)
: ss
COUNTY OF WASHINGTON)

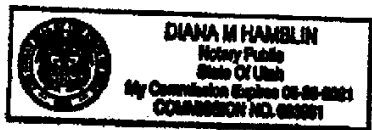
On the 20 day of Sept, 2017, personally appeared before me
MATTHEW STAHELL, President of ST. GEORGE AND WASHINGTON CANAL
COMPANY, who acknowledged to me that he executed the foregoing Assignment and
Assumption Agreement on behalf of ST. GEORGE AND WASHINGTON CANAL
COMPANY, by appropriate authority, and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



[Signature]
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

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 LLC

BY: Chris Bigler

Cottam's Place LTD, a Utah Limited Partnership

BY: Chris Bigler

Edward and Robb Cottam Trust

BY: Chris Bigler

Jen Cottam

BY: Jen Cottam

Berbara Cottam Brown

BY: Barbara Brown

Chris Bigler

BY: Chris Bigler

Troy Deakler

BY: Troy Deakler

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 ¼, Section 5, Township 43 South, Range 15 West, SLB&M

W ½ W ¼, Section 4, Township 43 South, Range 15 West, SLB&M

18517

WARDENLY DEED

ANNIE WHIPPLE Grantor, of St. George in the County of Washington, State of Utah, hereby conveys and warrants to ALVIN L. LYNNON and MARCELAINE LYNNON, his wife, as joint tenants with full right of survivorship, and her as tenants in common Grantee, of St. George, Utah, for the sum of Ten Dollars (\$10.00) and other adequate consideration LYNNON the following tract of land in Washington County, State of Utah, to-wit:

The East one-half of the East one-half (W 1/2 E 1/2) of Lot Six (6) and Seven (7), Block Twenty (20), Plat "B", St. George City Survey, as platted on the official map of said survey on file in the office of the county recorder of Washington County, Utah.

Together with all improvements thereon and all appurtenances thereto belonging, including a preference right to lease and share of petroleum water from the City of St. George.

Witness the hand of said Grantor; this 11th day of December, A. D. 1950.

Annie Whipple

SIGNED IN THE PRESENCE OF
Theodore M. Peterson

STATE OF UTAH,
County of Washington.

On this 11th day of December, 1950 personally appeared before me Annie Whipple the signer of the above instrument, who duly acknowledged to me that she executed the same.

Theodore M. Peterson
Notary Public
Residing at St. George, Utah

My Commission expires May 16, 1952
Filed for record December 11, 1950 at 4:00 P.M.



County Recorder

18520

IN THE FIFTH JUDICIAL DISTRICT COURT IN AND FOR THE
COUNTY OF WASHINGTON, STATE OF UTAH

1-2
BY 221-24
1-20
BY 221-26
1-19
1-4
2-11
3-14
1-22
1-24
1-11
BY 178-10
2-11
2-13

- ST. GEORGE AND WASHINGTON CANAL COMPANY, a corporation
- Resident
- vs
- WYMAN LEAHY and his wife, BESSIE LEAHY
- KEVINTE M. GANNON, and his wife, MAHKE M. GANNON; STANFORD GANNON, and his wife.
- ROBERT GANNON; ANGELO GANNON, and his wife.
- ARLIE GANNON; ST. GEORGE SIXTH CORPORATION OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, a corporation; GEORGE H. GERRHILLER, and his wife, MAHKE M. GERRHILLER; JOHN M. ADAMS, and his wife, JOYCE ADAMS; CLAUDE ADAMS, and his wife, MYRTLE ADAMS; DANIEL A. GERRHILLER, and his wife, JENNIE GERRHILLER; ARTHUR COTTAN, and his wife, MAE COTTAN; JACOB BASTIAN; BERTHA W. MCGURRAN; I. GURURKY MCGURRAN, and his wife, MAHKE MCGURRAN; HOWARD O. MCGURRAN, and his wife, ALTHEA ROSE H. MCGURRAN; MAHER GANNON, and his wife, EMIL S. GANNON; I. H. ROBINSON and his wife, BERT A. ROBINSON;

DEEDS
QUIETING
TITLE

E. ERIC SNOW, and wife, RUTH E.
SNOW, and FRED DOE, GEORGE DOE, THOMAS
DOE, ROBERT DOE, WALTER DOE AND ALVIN DOE,
Unknown Defendants; JANE DOE, Administratrix
and JOHN DOE Administrator
of the estate of JACOB MARTIN,
Deceased,
Defendants

The above entitled action having been duly filed in Court and the case having been called up for hearing upon the complaint filed herein, and it appearing to the Court that all of the above named defendants were served with summons and a copy of the Complaint, except those hereinafter listed and against whom said action was dismissed, and it further appearing to the Court that all of the above named defendants served with summons and copy of Complaint failed to appear or otherwise answer said Complaint against J. Clarence Macfarlane and his wife, Mabel Macfarlane, and Edward V. Macfarlane and his wife, Althea Rose M. Macfarlane, who entered their appearance in said case by and through Attorneys Pickett and Pickett of St. George, Utah, and George H. Seegmiller and his wife, Maude M. Seegmiller; Kenneth M. Cannon and his wife, Madge M. Cannon; Clarence Cannon and his wife, Roseann Cannon; Andrew Cannon and his wife, Annie Cannon; Daniel A. Seegmiller and his wife, Jewie Seegmiller; Arthur Cotton and his wife, Mae Cotton; who entered their appearance by and through their Attorneys Hefner and Nelson of St. George, Utah.

And it further appearing that the default of all of the defendants served, except those represented by Attorneys Pickett and Pickett and those represented by Attorneys Hefner and Nelson, has been entered.

And it further appearing to the Court that at a pre-trial hearing on said case a form of the Decree hereinafter set out was agreed and stipulated to by and on behalf of the defendants represented by Attorneys Pickett and Pickett and Attorneys Hefner and Nelson.

And it further appearing to the Court that the Court heretofore made an order substituting in the Complaint the name of Elizabeth M. Martin, Administratrix of the Estate of Charles Martin, deceased, for "First Doe" and it further appearing to the Court that said administratrix was duly served with summons and copy of the Complaint, and within the time allowed by law, she failed to answer or otherwise plead.

And it further appearing to the Court that the Court heretofore made an order substituting in the Complaint in the place of the defendant Jane Doe an administratrix of the estate of Jacob Martin deceased, the name of Cyrus H. Farmworth, Administratrix of the estate of Jacob Martin deceased, and his wife, Christine Martin, deceased; and it further appearing to the Court that said administratrix was duly served with summons and copy of Complaint, and within the time allowed by law, she failed to answer or otherwise plead.

And it further appearing from the evidence introduced in said action that the Plaintiff and his predecessors in interest have been in continuous, open, peaceable, notorious, exclusive, adverse possession of the premises ever since and across the several parcels of land hereinafter mentioned for more than thirty years, and have paid all taxes that may have been levied upon said premises hereinafter described.

Now therefore, it is ORDERED, ADJUDGED and DECREED that the Plaintiff herein is the owner and entitled to the use and enjoyment of an easement and right of way for its canal and laterals, together with the banks and supports of the banks of said canal and laterals, and together also with the rights and privileges usually incident to an easement for such a canal and laterals, over the lands of the defendants hereinafter described, at the place and to the extent that said canal and laterals now exist; subject, however, to existing rights of the defendants to maintain bridges and fences across said canal and laterals as they now exist, provided, however, that said fences and bridges shall be so constructed as to not impede the normal flow of the water in the canal and laterals.

The parcels of land over which said Plaintiff has and does an easement and right of way as hereinbefore set out are described as follows:

- Parcel 1: Section 5, Township 43 South, Range 15 West, S.L.M.
Record owner: Byron Leamy
- Parcel 2: Part of Section 15, Township 42 South, Range 15 West, S.L.M.
Record owners: Kenneth M. Cannon, Clarence Cannon and Andrew Cannon
- Parcel 3: Section 7, Township 43 South, Range 15 West, S.L.M. E. C. Land Entry.
Record owner: St. George Sixth Corporation of Church of Jesus Christ of Latter Day Saints, a corporation
- Parcel 4: Block 8, G. A. Seegmiller's Survey in Section 34, Township 42 South, Range 15 West, S.L.M., and Lots 5 and 6 of A. P. Smithson's Entry of Section 27, Township 42 South Range 15 West, S.L.M.
Record owner: George H. Seegmiller

- Parcel 5: ~~1/2~~ ~~SW~~ Section 3, Township 43 South, Range 15 West, also, $\frac{1}{2}$ of Block 5 of Robt. G. Lund's Entry in ~~SW~~ ~~NE~~ Section 3, Township 43 South, Range 15 West, S.L.M.
- Record owner: Daniel A. Hoeghiller
- Parcel 6: ~~1/2~~ ~~SW~~ Section 5, Township 43 South, Range 15, Salt Lake Meridian.
- Record owner: Arthur Cotton
- Parcel 7: An agreement and right of way is made on either side of the following described line: Beginning at a point 50 feet West of the NE corner of Lot 11, Block 3, ~~SW~~ Morris' Desert Entry in ~~SW~~ Section 33, Township 42 South, Range 15 West, S.L.M. and running thence ~~SW~~ly across said Lot 11 a distance of approximately 300 feet to a point which is approximately 150 feet South of the NE corner of said Lot 11.
- Record owner: Jacob Eastman
- Parcel 8: ~~1/2~~ ~~SW~~ Section 33, Township 42 South, Range 15 West, Salt Lake Meridian.
- Record owner: Raytha W. McGregor
- Parcel 9: ~~1/2~~ ~~SW~~ Section 9, Township 43 South, Range 15 West, Salt Lake Meridian.
- Record owner: I. Chauncey Masterson
- Parcel 10: ~~1/2~~ ~~SW~~ Section 9, Township 43 South, Range 15 West, Salt Lake Meridian.
- Record owner: Howard G. MacFarlane
- Parcel 11: ~~1/2~~ ~~SW~~ Section 9, Township 43 South, Range 15 West, Salt Lake Meridian.
- Record owner: Walter Cannon
- Parcel 12: Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 of Block 1, A. W. Collins' Entry in ~~NE~~ Section 27, Township 42 South, Range 15 West, Salt Lake Meridian.
- Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9, Block 2, A. W. Collins' Entry in ~~NE~~ Section 27, Township 42 South, Range 15 West, Salt Lake Meridian.
- Lot 1 is ~~SW~~ of Section 27, Township 42 South, Range 15 West, Salt Lake Meridian (A. F. Smith's Entry of Lots 1 and 2).
- Lot 7 of Jacob Eastman's Entry of ~~SW~~ Section 27, Township 42 South, Range 15 West, Salt Lake Meridian.
- Record owner: I. E. Eastman
- Parcel 13: ~~1/2~~ ~~SW~~ Section 11, Township 43 South, Range 15 West, Salt Lake Meridian.
- Record owner: E. Ericson
- Parcel 14: Block 1 of Maria Antonova's Survey in ~~SW~~ Section 26, Township 42 South, Range 15 West, and Lot 1 of Block 4, ~~SW~~ Morris' Desert Entry in ~~NE~~ Section 33, Township 42 South, Range 15 West, Salt Lake Meridian.
- Record owner: Gladys J. Adams

Dated this 7 day of December, A. D., 1950 /s/ Will L. Hoyt
Judge

CERTIFICATE OF COPY

STATE OF UTAH
County of Washington

I, Oscar Burriek Clerk of Washington County, Utah and ex-officio Clerk of the District Court, do hereby certify that the above and foregoing is a full, true and correct copy of the original Deed Quieting Title of George and Washington Canal Co. a Corp. vs. Myron Looney et al. which is on file in my office.

In witness whereof I hereunto set my hand and seal of the said Court above mentioned.
This 7 day of December A. D. 1950.

Oscar Burriek Clerk
Deputy

Filed for record December 12, 1950 at 10:00 A.M.

William B. Smith County Recorder

same being the right of way as has been heretofore used by the St. George and Washington Canal Company.

DESCRIPTION OF LAND

Section 15, Township 43 South, Range 13 West, S.L.N.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 21st day of October, 1949.

Signed, sealed and delivered
in the presence of:
Haven Pustan

Ward Kaplan
Violat G. Kaplan

STATE OF UTAH) ss.
County of Washington

On this 21st day of October, 1949, personally appeared before me Ward Kaplan and Violat G. Kaplan, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

My commission expires:
Oct. 23, 1951



Leroy H. Cox
Notary Public
Residing at St. George, Utah

Filed for record February 23, 1950 at 9:25 A.M.

Helen Blanks County Recorder
H. Blanks Deputy

76311

ACKNOWLEDGMENT OF RIGHT OF WAY AND
QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That whereas, the St. George and Washington Canal Company, a corporation, with its principal place of business at St. George, Utah, has for more than fifty years maintained its main canal and/or laterals over certain portions of the land hereinafter described,

NOW THEREFORE, in consideration of the premises and of the payment of one dollar by the St. George and Washington Canal Company, receipt of which is hereby acknowledged, the undersigned George H. Jones and his wife, Lela S. Jones and Adella Lee Jones and her wife of St. George, Utah, do hereby acknowledge that the said St. George and Washington Canal Company has an easement for its main canal and/or laterals over the land hereinafter described, and that we do hereby quit claim to the St. George and Washington Canal Company that portion of the land which said main canal and/or laterals occupy, together with the banks and supports of the said canal and/or laterals, the same being the right of way as has been heretofore used by the St. George and Washington Canal Company.

DESCRIPTION OF LAND

Section 5, Township 43 South, Range 13 West, S.L.N.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 21st day of October, 1949.

Signed, sealed and delivered
in the presence of:
Haven Pustan

George H. Jones
Lela S. Jones

STATE OF UTAH) ss.
County of Washington

On this 21st day of October, 1949, personally appeared before me George H. Jones and Lela S. Jones, his wife the signers of the above instrument, who duly acknowledged to me that they executed the same.

My commission expires:
Oct. 23, 1951



Leroy H. Cox
Notary Public, St. George, Utah

Filed for record February 23, 1950 at 9:25 A.M.

Helen Blanks County Recorder
H. Blanks Deputy

76314

ACKNOWLEDGMENT OF RIGHT OF WAY AND
QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That whereas, the St. George and Washington Canal Company, a corporation, with its principal place of business at St. George, Utah, has for more than fifty years maintained its main canal and/or laterals over certain portions of the land hereinafter described,

NOW THEREFORE, in consideration of the premises and of the payment of one dollar by the St. George and Washington Canal Company, receipt of which is hereby acknowledged, the undersigned Mary E. Scrimmiller of St. George, Utah, does hereby acknowledge that the said St. George and Washington Canal Company has an easement for its main canal and/or laterals over the land hereinafter described, and that I do hereby quit claim to the St. George and Washington Canal Company that portion of the land which said main canal and/or laterals occupy,

