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EASEMENT RIGHT-OF-WAY AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of July 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 Jesse & Martha
and Betty Mayes Smith

Parties of the Second Part, WITNESSES:

That WHEREAS, 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 easement for the placing of power poles across a portion of said property;

NOW WHEREAS, 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 such 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 consent 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.

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IN WITNESS WHEREOF, said parties have hereunto set their hands and seals this

22 day of August, 1957.

Edmund S. Bentley
City Recorder

CITY OF ST. GEORGE CITY, a
municipal corporation

J. Brown
Mayor

PARTY OF THE FIRST PART

James E. Smith
Robert Mayson Smith

PARTIES OF THE SECOND PART

STATE OF UTAH)

County of Washington) ss.

On this 22 day of August, 1957, personally appeared before me James E. Smith
Robert Mayson Smith the signer of the within instrument who
duly acknowledged to me that they executed the same.

My commission expires:

25 15 1961

Edmund S. Bentley
Notary Public
Residing at St. George, Utah

STATE OF UTAH)

County of Washington) ss.

On this 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

and passed on the 17 day of June, 1957.

My commission expires:

25 15 1961

Edmund S. Bentley
Notary Public
Residing at St. George, Utah

Entry No. 107213

Recorded at request of City of St. George
on October 25, 1957 at 2:55 P. M. 5-19 316-337
Edmund S. Bentley Washington County Recorder, by