

128194

003

489

EASEMENT & RIGHT-OF-WAY AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of March 1965, by and between WESTON HAFEN & FERN M. HAFEN, his wife, Ivins, Utah, 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 in consideration of Six hundred Dollars (\$ 600), 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 pipeline 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 for said water and electrical lines 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 West 70.0 rods of the NE 1/4 of Section 8, Township 42 South, Range 16 West, SLF & 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 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.

in full 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 culinary purposes and livestock watering 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 made where the electrical power line is adjacent to the ~~Map 2~~ TPL 2 S.R. 17 W. SM, more commonly known as Three Mile, 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 hereto set their hands and seals this 30th day of December 1965.

Walter Hala
GRANTORS

James M. Hagen
GRANTORS

CITY OF ST. GEORGE a
Municipal Corporation

William A. ...
MAYOR

Attest:

Edward S. Bentley
CITY RECORDER

STATE OF UTAH)
COUNTY OF WASHINGTON) ss.

On this 30th day of December, 1965, personally appeared before me Walter Hala & James M. Hagen the signer of the within instrument who duly acknowledged to me that they executed the same.

501

Commission Expires:

May 15, 1966

Rudger W. Meacham
Notary Public
Residing: St. George

STATE OF UTAH)
) SS.
COUNTY OF WASHINGTON)

On this 30th day of December, 1965, personally appeared
before me William A. Barker 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 of a resolution of the CITY
OF ST. GEORGE passed on the _____ day of _____, 1965.

My Commission Expires:

May 15, 1966

Rudger W. Meacham
Notary Public
Residing: St. George

Entry No. 128194 Recorded at request of St. George City
Date August 15, 1966 at 10:30 A. S-62 499-500-501 Deputy.
Helen P. Barker Washington County