

EASEMENT

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, Lindau Foremaster, LaVar Foremaster, Sherwon C. Foremaster, of St. George, Utah, Grantor, do/does hereby grant, bargain, sell, convey and release unto ST. GEORGE AND WASHINGTON CANAL COMPANY a Utah Corporation, of St. George, Washington County, State of Utah, Grantee, its successors and assigns, an easement in, over and upon the following described land situated in the County of Washington, State of Utah, to-wit:

NE 1/4 of SE 1/4 of Section 2, Twp 43 South, Range 15 West, SLB&M
SW 1/4 of SE 1/4 of Section 2, Twp 43 South, Range 15 West, SLB&M

Entry No. 143313 Fee \$ 2.50
Recorded at Request of Ray Schmutz
Date January 21, 1971 at 4:35PM
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Philip L. Foremaster
Washington County Recorder

for the purpose of:

For or in connection with the construction, operation, maintenance and inspection of Warner Draw flood prevention system designated as following marked structures in the Warner Draw Watershed:

Warner Draw Debris Basin
Gypsum Wash Debris Basin
Gypsum Wash Diversions
Stuckl Debris Basin
Stuckl Diversion
Warner Draw Disposal Channels

Multiple Purpose Segment of St. George-
Washington Canal
Woodbury Debris Basin
Seegmiller Debris Basin
St. George and Washington Canal Company
Canal lining and multi-purpose section

to be located on above described land; for the flowage of any waters in, over, upon, or through such structure; and for the permanent storage and temporary detention, either or both, of any water that are impounded, stored or detained by such structure.

1. This easement includes the right of ingress and egress at any time over and upon the above described land of the Grantor.
2. There is reserved to the Grantor, his heirs and assigns, the right and privilege to use the above described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.
3. The Grantee is responsible for operating and maintaining the above described works of improvement.

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining, unto the Grantee, its successors and assigns.

IN WITNESS WHEREOF the Grantor, have/has executed this Instrument on the 31st day of December, 1970

STATE OF UTAH)
County of Washington) SS.

Lindau Foremaster
Hortense Foremaster
Sherwon C. Foremaster
LaVar Foremaster

On the 31st day of December, 1970, personally appeared before me Lindau Foremaster, Hortense Foremaster*, the signer of the within instrument, who duly acknowledged to me that he executed the same.

Philip L. Foremaster
Notary Public Philip L. Foremaster

My Commission Expires 1/12/73

Residing at St. George, Utah

* Sherwon C. Foremaster, and LaVar Foremaster