

EASEMENT

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, Lorine B. Turner  
Stanley C. Turner, 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: \*\*

S½ of S½ of NW¼ (Lots 4, 5, 6) in Section 19; Twp 42S Rg 14W SLB&M

Entry No. 154793 Fee \$2.00  
Recorded at Request of  
Ray S. Schmutz  
Date May 9, 1973 at 10:40AM  
Book 136 Page 45  
Ray S. Schmutz  
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  
Stucki Debris Basin  
Stucki 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 11 day of November, 1973

Stanley C. Turner  
Lorine B. Turner

STATE OF UTAH )  
County of Washington )  
SS.

On the 11 day of November, 1973, personally appeared before me Stanley C. Turner, the signer of the within instrument, who duly acknowledged to me that he executed the same.

Stanley C. Turner  
Notary Public

My Commission Expires \_\_\_\_\_

Residing at St. George, Utah