



Recorded at the Request of: _____
Fee Paid: _____
By: _____
Mail tax notice: _____

SPACE ABOVE THIS LINE FOR WASHINGTON COUNTY RECORDER

Tax I.D. # LV-116-B-1

IRRIGATION EASEMENT

For the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, and subject to any presently-existing easements, rights of way, restrictions, and reservations of record and/or enforceable in law and equity, we, **GEORGE RODINOS** and **CYNTHIA A. RODINOS**, residing at 1485 West 100 South (Post Office Box 790354), Town of Virgin, County of Washington, State of Utah, as **Grantors**, do hereby grant, transfer and convey to the **CITY OF LA VERKIN, UTAH**, a municipal corporation of the State of Utah, as **Grantee**, and to its successors and assigns, the **perpetual right, easement and privilege** to lay, erect, construct, reconstruct, install, inspect, replace, remove, repair, operate, and maintain **irrigation conveyance, delivery, and turnout facilities, structures, and appurtenances** (known collectively herein as "the facilities")—together with the right of **ingress and egress** through any adjacent lands over which Grantors claim any interest in the City of La Verkin, Washington County, State of Utah—through, over, under and across the following described tract of land (known hereinafter as "the Property") fronting on State Route 9 at approximately 99 North State Street (SR-9), La Verkin, Utah; depicted at **Exhibit A** hereto, and legally described as follows, *to wit*:

Beginning at a point N89°46'00"E 459.63 feet along the Lot Line from the Northwest Corner of Lot 39, La Verkin Townsite & Field Survey, said point being the Northwest Corner of Grantor's Property as filed in the Office of the Washington County Recorder as Document #20140027292, and running thence N89°46'00"E 209.22 feet along the North Line of Grantor's Property and along said lot line to a point on the West Right-of-Way Line of State Highway, U-9; thence S0°17'35"E 20.00 feet along said right-of-way line; thence S89°46'00"W 209.24 feet to the West Line of Grantor's Property; thence N0°14'00"W 20.00 feet along said West Line to the Point of Beginning.

Contains 0.096 acres.

This easement is a **perpetual easement** which shall run with the Property and be binding upon the heirs, assigns, and successors in interest of said **Grantors**.

Grantors herein, jointly and severally, hereby acknowledge, represent, and assert that:

- a. they are the legal and lawful owners of the Property; and
- b. they have good and sufficient right, title, and interest in the Property to grant and convey the easement herein conveyed; and
- c. no easements, structures, or other facilities or trees, exist on the Property in such a way as to prohibit or unreasonably interfere with Grantee's use of this easement for the purposes set forth herein.

Grantors hereby jointly and severally agree, on behalf of themselves, and each of them, and their successors in interest, licensees, and assigns:

- a. that **Grantee** shall have, maintain, and enjoy the use of the easement as herein conveyed; and
- b. that the Property is and shall remain free and clear from any superior encumbrances, claims, liens, and interests therein, other than the ownership of **Grantors** and their successors in interest; and
- c. to grant—and do hereby grant—to **Grantee** the temporary use of such adjacent land of **Grantor** as is or may be deemed necessary to lay, erect, construct, reconstruct, install, inspect, replace, remove, or repair the facilities provided for under the terms of the easement granted herein; and
- d. that **Grantors** shall not:
 1. allow any easements, structures, or other facilities or trees to attach to the Property in such a way as to prohibit or unreasonably interfere with **Grantee's** use of this easement for the purposes set forth herein; nor
 2. construct or maintain any building, structure, well, or manmade obstruction (hereinafter referred to as "improvements") on, in, upon, over, across, under, and/or through the Property, which may hamper, interfere, or cause damage to **Grantee's** access, use, and full enjoyment thereof, pursuant to the terms of the easement granted herein;
- c. to allow **Grantee** or agents thereof to trim, cut down and/or clear away, at **Grantee's expense**, and without liability to **Grantors** therefor, such trees, brush and roots in or on the Property, which at any time—in the good faith opinion of **Grantee**—present or constitute a hazard to any pipelines, valves, connections, fittings, etc., of secondary water mains, utility lines, pipelines, related facilities, and underground facilities now or to be hereafter located within the Property; and to take reasonable measures to prevent the encroachment in or on the Property of or by any such hazardous or interfering vegetation; and
- d. to **release** and **grant** to **Grantee** all of their right, title, and interest in and to any improvements (as hereinabove defined) which are constructed or maintained contrary to the terms of the easement granted herein; and to permit **Grantee** to remove improvements, at **Grantors' expense**, if **Grantors** fail to promptly remove the same after notice by **Grantee** to **Grantors** to do so.

WITNESS the hand of said **Grantors** this 26 day of JAN., 2015.


GEORGE RODINOS, *Grantor*


CYNTHIA A. RODINOS, *Grantor*

STATE OF UTAH)
 : ss
County of Washington)

On the 26 day of January, 2015, personally appeared before me **GEORGE RODINOS**, the signer of the above *Irrigation Easement* and one of the **Grantors** therein, who duly acknowledged to me that he executed the same, and that he understood the consequences thereof, and that he was acting of his own free will and choice in executing the same.



Jennifer Thompson
NOTARY PUBLIC
Residing in Washington County, State of Utah

My Commission Expires:
04-29-2018

STATE OF UTAH)
 : ss
County of Washington)

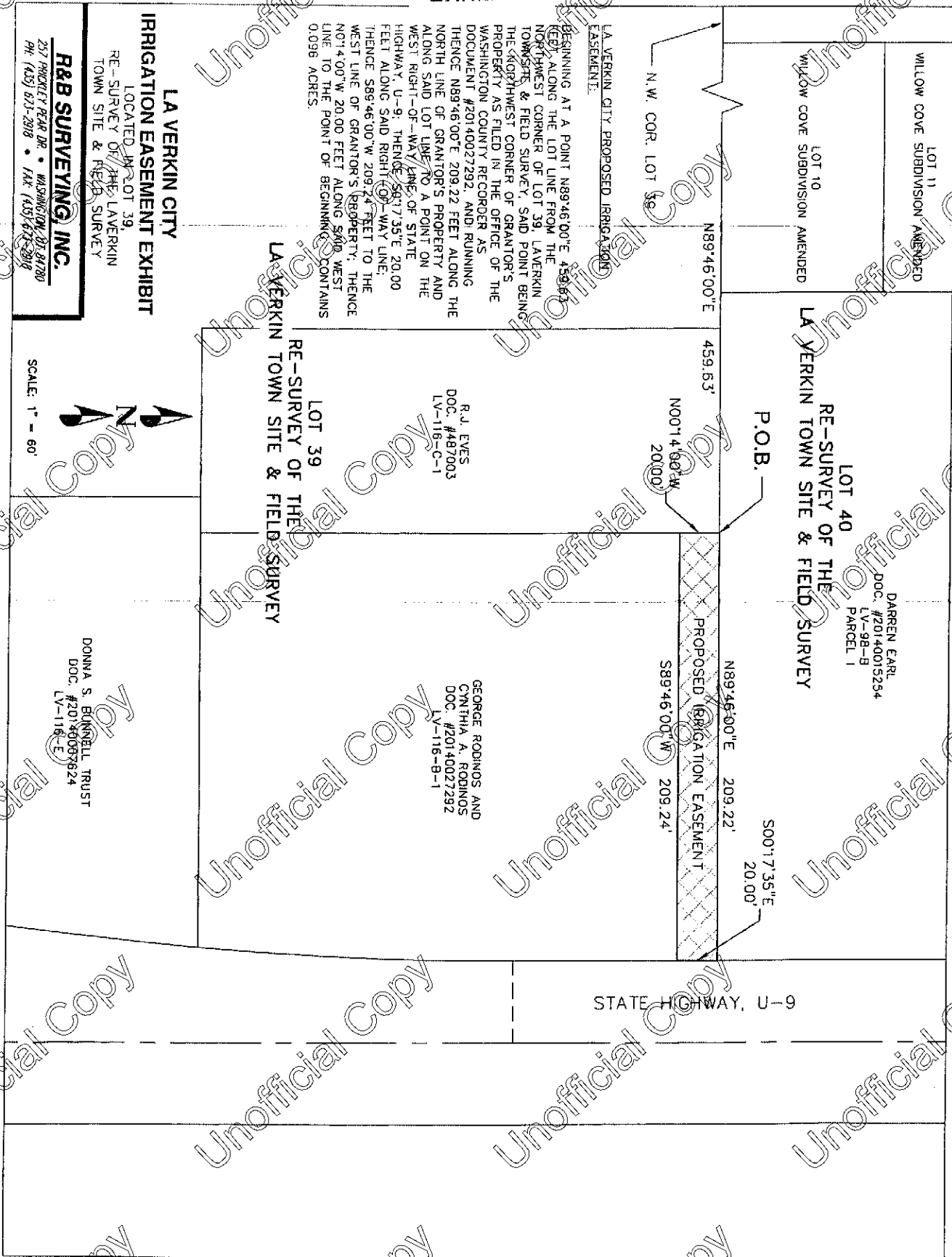
On the 26 day of January, 2015, personally appeared before me **CYNTHIA A. RODINOS**, the signer of the above *Irrigation Easement* and one of the **Grantors** therein, who duly acknowledged to me that she executed the same, and that she understood the consequences thereof, and that she was acting of her own free will and choice in executing the same.



Jennifer Thompson
NOTARY PUBLIC
Residing in Washington County, State of Utah

My Commission Expires:
04-29-18

EXHIBIT A



R&B SURVEYING INC.
 237 PRIORITY PEAK DR. • WASHINGTON, OR 97170
 PH: (435) 671-2918 • FAX: (435) 671-2919

LA VERKIN CITY
 IRRIGATION EASEMENT EXHIBIT
 LOCATED IN LOT 39,
 RE-SURVEY OF THE LA VERKIN
 TOWN SITE & FIELD SURVEY

SCALE: 1" = 60'
 NORTH
 DONNA S. BUNNELL TRUST
 DOC. #20140067624
 LV-116-E

R.J. EVES
 DOC. #487003
 LV-116-C-1

GEORGE RODRIGOS AND
 CYNTHIA A. RODRIGOS
 DOC. #20140027292
 LV-116-B-1

DARREN EARL
 DOC. #20140015254
 LV-98-B
 PARCEL 1