

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

1975

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to

Ezra Lytleand Max Lytlehereinafter referred to as GRANTOR, by Et. George City and Santa Clara Town,

hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, his successors and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, improve, repair, maintain, replace, and remove

A culinary water line, powerline and roadwayover, across, and through the land of the GRANTOR situate in Kashington County,State of Utah, said land being described as follows:Being the NE 1/4, NW 1/4 of Section 10, T42S, R10W, S14N; ALSO the SW 1/4, NE 1/4 of said Section 10.

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purposes of this easement.

The easement shall be 80 feet in width, the center line of which is described as follows:PARCEL G - A 80 foot right-of-way whose centerline is described as follows:Beginning at a point 190°W, 115.85 feet, more or less from the N 1/4 corner of Section 10, T42S, R10W, S14N; said point being on the North line of the NE 1/4, NW 1/4 of said Sec. 10 thence S34°05'10"E, 210.01 feet; to a point on the East line of the NE 1/4, NW 1/4 of said Section 10; said point being S0°36'21"E, 173.94 feet, more or less from the N 1/4 corner of said Section 10; ALSO: A 80 foot right-of-way whose centerline and is described as follows (beginning at a point S43°35'36"E, 1811.93 feet, more or less, from the N 1/4 corner of Sec. 10 T42S, R10W, S14N; said point being on the South line of the NW 1/4, NE 1/4 of the said (cont.)

The consideration hereinafter recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements erected hereon. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage shall result from its use on the adjacent land of the GRANTOR, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of a GRANTEE, his successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 3 day of Jan

1975.

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Ezra Lytle (SEAL)
Max Lytle (SEAL)

STATE OF UTAH)
) 89.
COUNTY OF WASHINGTON |

SUBSCRIBED and sworn to before me the 31st day of January, 1979.

Annelaure Howell
Annelaure Howell, Notary Public
Residing at: St. George, Utah

My Commission Expires:

July 2, 1979



REQUEST, St. George City
BOOK 227 PAGE 641-643
FEE N/E ARS
79 FEB 14 P4:14
DOCUMENT 201552
WASHINGTON COUNTY RECORDER
H. LAKE TAIT
ST:

Section 10; thence $S47^{\circ}37'12''E$, 86.0 feet; thence $S18^{\circ}18'33''E$, 77.84 feet, to a point on the East line of the SW 1/4, NE 1/4 of said Section 10; said point being $S43^{\circ}55'37''E$, 1975.42 feet, more or less from the N 1/4 of said Section 10.

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