

23

DOC # 20180000326

Quit Claim Deed Page 1 of 23
Russell Shirts Washington County Recorder
01/03/2018 11:54:21 AM Fee \$ 0.00
BY WASHINGTON COUNTY FLOOD CONTROL AUTHORITY

WHEN RECORDED RETURN TO:
Washington County Flood Control Authority
197 East Tabernacle
Saint George, Utah 84770



PARCEL ID #'s:

4210-C-HV	W-5-3-1-435
4212-B-1-HV	W-5-3-1-432
4211-A-1-HV	W-5-3-1-340
4211-A-2-A-HV	W-5-3-12-32111
W-WBKS-3	W-5-3-2-231
W-5-2-36-322	W-5-3-2-2111
W-5-2-36-321	W-5-3-12-441
W-5-2-36-332	W-5-3-1-437
W-SUG-2-39	SG-6599-A
W-SUG-2-40	SG-6711-D-1
W-5-3-1-4311	

Space Above This Line for Recorder's Use

QUIT CLAIM DEED

ST. GEORGE AND WASHINGTON CANAL COMPANY, a Utah corporation, Grantor, hereby **QUIT CLAIMS** to the **WASHINGTON COUNTY FLOOD CONTROL AUTHORITY**, a Utah interlocal entity, Grantee, for the sum of **TEN DOLLARS (\$10.00)** and other good and valuable consideration, any and all of its interest in and to the following-described real property located entirely within Washington County, State of Utah.

See attached Exhibits "1 through 12" incorporated herein by reference.

Signature pages follow

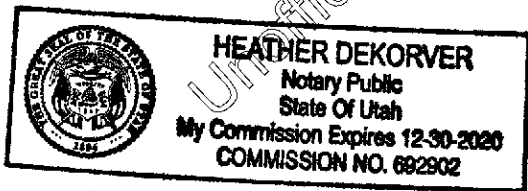
IN WITNESS, **ST. GEORGE AND WASHINGTON CANAL COMPANY** has caused this **QUIT CLAIM** to be executed by the person duly authorized to execute the same as of the 23 day of October, 2017.

ST. GEORGE AND WASHINGTON CANAL COMPANY:

By [Signature]
MATTHEW STAHELI, President

STATE OF UTAH
: ss
COUNTY OF WASHINGTON)

On the 23 day of October, 2017, personally appeared before me **MATTHEW STAHELI**, President of **ST. GEORGE AND WASHINGTON CANAL COMPANY**, who acknowledged to me that he executed the foregoing instrument on behalf of the **ST. GEORGE AND WASHINGTON CANAL COMPANY**, by appropriate authority, and that said instrument was the act of **ST. GEORGE AND WASHINGTON CANAL COMPANY** for its stated purpose.



Heather Dekorver
NOTARY PUBLIC

ACCEPTED:

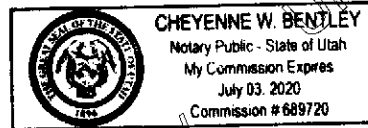
**WASHINGTON COUNTY FLOOD
CONTROL AUTHORITY**

By: *Jonathan Pike*
Jonathan Pike, Chairman

STATE OF UTAH)
 : ss
COUNTY OF WASHINGTON)

On the 21 day of November, 2017, personally appeared before me Jonathan Pike, Chairman of the **WASHINGTON COUNTY FLOOD CONTROL AUTHORITY** Board, who acknowledged to me that he executed the foregoing instrument on behalf of the **WASHINGTON COUNTY FLOOD CONTROL AUTHORITY**, pursuant to a vote of a majority of members of the Flood Control Board at a meeting dated November 21, 2017, and that said instrument was the act of **WASHINGTON COUNTY FLOOD CONTROL AUTHORITY** for its stated purpose.

Cheyenne W. Bentley
NOTARY PUBLIC



EASEMENT

* Phebe Della F. Mitchell,
Julia M. Brumby and
Arthur F. Mitchell

Exhibit "1"

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, *

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:

Beginning at a point S 89° 29' 30" W 143.18 feet along the Section line from the South 1/4 Corner of Section 36, Township 42 South, Range 15 West, Salt Lake Base and Meridian and running thence S 89° 29' 30" W 1181.82 feet to the Southwest Corner of the Southeast 1/4 of the Southwest 1/4 of said Section 36; thence N 0° 37' 30" W 618.77 feet along the West line of the Southeast 1/4 of the Southwest 1/4 of said Section 36; thence S 68° 23' 30" E 184.80 feet; thence N 83° 39' E 200.00 feet; thence N 16° 52' 40" W 250.00 feet; thence N 73° 07' 20" E 270.00 feet; thence S 16° 52' 40" E 310.53 feet; thence N 15° 00" E 510.00 feet; thence N 60° 30' E 212.75 feet, more or less, to the East line of the Southeast 1/4 of the Southwest 1/4 of said Section 36; thence S 0° 31' E 164.85 feet along said East line; thence S 27° 00' W 524.30 feet; thence East 187.74 feet; thence S 22° 30' W 215.00 feet to the point of beginning. Containing 19.098 Acres.

Entry No. 154788 Recorded at request of Ray S. Schmutz
Date May 9, 1973 at 10:40 A.M. Book 136 PAGES 39-40 Fee \$
Ray S. Schmutz Washington County Recorder, By _____ Deputy

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 2nd day of MARCH, 1973.

STATE OF UTAH)

County of WASHINGTON)

Phebe D. Mitchell
Julia M. Brumby
Arthur F. Mitchell

On the 2nd day of March, 1973, personally appeared before me Phebe D. Mitchell & Julia M. Brumby the signer of the within instrument, who duly acknowledged to me that he executed the same.

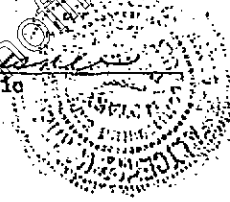
Ray S. Schmutz
Notary Public

My Commission Expires 1-13-75

Residing at St. George, Utah

On the 10 day of April, 1973, personally appeared before me Arthur P. Mitchell the signer of the within instrument, who duly acknowledged to me that he executed the same.

Alyce M. Nease
Notary Public



154788

My Commission Expires 7/1976
Residing at Seaside, Wash.

30

Exhibit "2"

EASEMENT

and Lindau Foremaster, Hortense Foremaster, Anthony Foremaster, Annetta Foremaster, and Golda P. Foremaster

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, Foremaster Enterprises 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: An Easement over the following described parcels of land in Sections 7 and 18, Township 43 South, Range 14 West, Salt Lake Base and Meridian to cover a maximum High Water Elevation on a proposed Warner Draw Debris Basin.

Parcel #1 - Beginning at a point on the South line of the Northwest 1/4 of the Northeast 1/4 of Section 7, Township 43 South, Range 14 West, Salt Lake Base and Meridian, said point being N 0° 02' 30" W 3960.00 feet along the center Section line and N 89° 57' E 754.19 feet along said South line from the South 1/4 Corner of said Section 7 and running thence N 89° 57' E 275.79 feet; thence N 8° 30' W 333.07 feet; thence S 34° 30' W 400.00 feet to the point of beginning. Containing 1.043 Acres.

Parcel #2 - Beginning at the Southwest Corner of the Southeast 1/4 of the Northeast 1/4 of Section 7, Township 43 South, Range 14 West, Salt Lake Base and Meridian, said point being N 89° 57' E 1321.00 feet along the Section line and N 0° 02' 45" W 2640.00 feet along the 1/16 line from the South 1/4 Corner of said Section 7 and running thence N 0° 02' 45" W 275.00 feet along the 1/16 line; thence East 95.00 feet; thence S 22° 30' E 180.00 feet; thence S 12° 30' W 150.00 feet; thence West 131.17 feet to the West line of the Northeast 1/4 of the Southeast 1/4 of said Section 7; thence N 0° 02' 45" W 37.74 feet to the point of beginning. Containing 0.99 Acres.

Parcel #3 - Beginning at a point on the West line of the Northeast 1/4 of the Southeast 1/4 of Section 7, Township 43 South, Range 14 West, Salt Lake Base and Meridian, said point being N 89° 57' E 1321.00 feet along the Section line and N 0° 02' 45" W 1490.00 feet along the 1/16 line from the South 1/4 Corner of said Section 7 and running thence N 0° 02' 45" W 520.00 feet; thence S 77° 00' E 770.00 feet; thence South 233.62 feet; thence N 87° 00' W 484.41 feet; thence S 62° 30' W 300.00 feet to the point of beginning. Containing 5.614 Acres.

Parcel #4 - Beginning at a point on the West line of the Southeast 1/4 of the Southeast 1/4 of Section 7, Township 43 South, Range 14 West, Salt Lake Base and Meridian, said point being N 89° 57' E 1321.00 feet along the Section line and N 0° 02' 45" W 75.00 feet along the 1/16 line from the South 1/4 Corner of said Section 7 and running thence N 0° 02' 45" W 1325.00 feet along the 1/16 line; thence S 65° 30' E 305.00 feet; thence S 11° 00' W 285.00 feet; thence S 62° 00' W 145.00 feet; thence South 130.00 feet; thence S 69° 00' E 230.00 feet; thence S 8° 30' E 640.00 feet; thence S 15° 00' W 585.00 feet; thence N 14° 30' W 578.20 feet; thence West 107.21 feet to the point of beginning. Containing 10.043 Acres.

for the purpose of: For the temporary detention, of any waters that are detained, and for the maintenance and inspection of areas to be flooded by floodwater retarding structure, designated as the Warner Draw Debris Basin in the plans for Warner Draw Watershed, to be located on above described land.

This easement includes the right to enter upon the ground as necessary for needed operation and maintenance

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 @&TH day of June, 1973.

FOREMASTER ENTERPRISES INC.
by [Signature]
President
Attest: [Signature]
Secretary

[Signature]
[Signature]
[Signature]
Golda P. Foremaster

STATE OF UTAH)
County of Washington)

155633

On the 27th day of June, 1973, personally appeared before me Lindau Foremaster, Hortense Foremaster his wife, signer of the within instrument, who duly acknowledged to me that he executed the same. Anthony Foremaster & Annetta Foremaster, his wife, and Golda P. Foremaster

My Commission Expires 1/12/77
Residing at St. George, Utah

221

STATE OF UTAH)
ss.
County of Washington)

On the 27th day of June, 1973, personally appeared before me Phillip Foremaster and Phillip L. Foremaster, who being by me duly sworn did say, each for himself, that he, the said Phillip Foremaster is the president, and he, the said Phillip L. Foremaster is the secretary of FOREMASTER ENTERPRISES INC., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Phillip Foremaster and Phillip L. Foremaster each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Richard F. West
Notary Public



My Commission Expires: 10-20-75 Residing at St. George, Utah

155633
Entry No. _____ Fee \$ 5.50
Recorded at Request of
Bard Blackham
Date June 27, 1973 at 4:20PM
Book 138 Page 221-222
George J. Smith
Washington County Recorder

Entry No. 143652 Fee \$ 3.20
Recorded at Request of
Ray Schmitt
Date February 25, 1971 at 4 P M
Book 102 Page 160-162
EASEMENT
Washington County Recorder

Exhibit "3"

For and in consideration of \$40.00 per acre and other good and valuable considerations, the receipt whereof is hereby acknowledged, Phebe Delila F. Mitchell, Julia M. Bringham and Arthur P. Mitchell, of St. George, Utah, Grantors, do 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:

Beginning at a point S 89° 29' 30" W 143.18 feet along the section line from the S ¼ Corner of Section 36, T42S, R15W, S18&M and running thence S 89° 29' 30" W 1181.82 feet to the SW Corner of the SE ¼ of the SW ¼ of said Section 36; thence N 0° 37' 30" W 618.77 feet along the West line of the SE ¼ of the SW ¼ of said Section 36; thence S 68° 23' 30" E 184.80 feet; thence N 83° 39' E 388.60 feet; thence S 83° 25' 30" E 54.64 feet; thence N 80° 16' 30" E 455.80 feet; thence N 50° 20' 30" E 98.21 feet; thence S 50° 27' 50" E 98.52 feet; thence S 33° 19' 30" W 196.63 feet; thence S 31° 07' 30" W 265.99 feet; thence S 27° 02' W 135.46 feet; thence S 57° 48' E 198.55 feet; thence S 77° 46' 30" E 107.99 feet to the point of beginning, Containing 14.42 Acres.

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	Multiple Purpose Segment of St. George-
Gypsum Wash Debris Basin	Washington Canal
Gypsum Wash Diversions	Woodbury Debris Basin
Stucki Debris Basin	Seegmiller Debris Basin
Stucki Diversion	St. George and Washington Canal Company
Warner Draw Disposal Channels	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 21st day of January, 1971.



Phebe Delila F. Mitchell
Julia M. Bringham
Arthur P. Mitchell

STATE OF UTAH

COUNTY OF Washington ss.

On the 22 day of January, 1971, personally appeared before me Phebe Delila F. Mitchell, Julia M. Bringham and ~~Arthur P. Mitchell~~, the signers of the within instrument, who duly acknowledged to me that they executed the same.

143652

[Signature]
Notary Public
Residing: St. George, UT



STATE OF WASHINGTON)
)
) ss.
COUNTY OF King)

1536
1494

On the 15th day of February, 1971, personally
appeared before me Arthur P. Mitchell, the signer of the within
instrument, who duly acknowledged to me that he executed the
same.



Arthur P. Mitchell
Notary Public

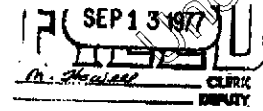
Residing: Seattle, Wash

My commission expires:

Sept. 1973

DOC # 20130026220

Order Page 1 of 2
Russell Shirks Washington County Recorder
07/08/2018 03:45:26 PM Fee \$ 0.00
By WASHINGTON COUNTY WATER CONSERV DIST



W-5-3-1-431
W-5-3-1-433
W-5-3-1-432
W-5-3-1-348
W-5-3-1-341
W-5-3-1-334
W-5-3-1-335

Phillip L. Foremaster
Attorney at Law
494 East Tabernacle
P.O. Box 572
St. George, Utah 84770
673-2209

Exhibit "4"

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
IN AND FOR THE COUNTY OF WASHINGTON, STATE OF UTAH

ST. GEORGE AND WASHINGTON :
FIELD CANAL COMPANY, A :
Corporation, :

Plaintiff, :

-vs- : FINAL ORDER OF CONDEMNATION

DANIEL C. WATSON, a single :
man, LEON M. WATSON and : Civil No. 4250
BARBARA WATSON, his wife, :
and WETONA W. EDWARDS, a :
Woman, :

Defendants. :

It appearing to the Court and the Court now finds that on the
30th day of August, 1977, this Court entered it's Judgment in the
above entitled matter, said Judgment being hereby referred to; and

It further appearing to the Court and the Court now finding
that pursuant to Law and the said Judgment that the Plaintiff did
pay said Judgment to the Defendants in full and that a Satisfaction
of said Judgment has been entered of record by said Defendants
acting through their Attorney;

Now, Therefore, it is ORDERED, ADJUDGED, and DECREED that the
parcel of land hereinafter described is taken and Condemned in fee
simple for the purpose described and set forth in Plaintiff's
Amended Complaint, i.e. for the use of Plaintiff for the purpose of
constructing thereon a certain dam-site, spillway and appurtenant
works to be used in flood control and for the protection of Plaintiff
water diverting works, said real property being particularly des-
cribed as follows:

BEGINNING at the Northeast Corner of the NW 1/4
NW 1/4 of Section 1, Township 43 South, Range 15
West, Salt Lake Base and Meridian, said point of
beginning also being S 89°29'30" W 1325.00 feet along
the Section line from the North 1/4 Corner of Section
1 and running thence S 89°29'30" W 79.23 feet; thence
S 15°16'30" E 175.67 feet; thence S 74°43'30" W 255.0
feet; thence S 15°16'30" E 56.00 feet; thence N 74°43'

30° E 255.00 feet; thence S 15°16'30" E 61.25 feet to
the East line of the Northwest 1/4 Northwest 1/4 of
said Section 1, thence N 0°06'50" W 292.92 feet to
the point of beginning. Containing 0.652 Acres.

It is further ORDERED, ADJUDGED, and DECREED that easements
are hereby taken and Condemned across certain lands belonging to
Defendants which easements are Condemned for the purpose of
construction and maintenance of Pipelines, Spillways, and appurtenant
works for flood control purposes and the protection of Plaintiff's
Water Diverting works, which easements are two rods in width, one
rod on each side of the following described center lines:

Easement #1 BEGINNING at a point S 89°29'30"
W 1325.00 feet along the Section line and S 0°06'50"
E 241.89 feet along the 1/16 line from the North 1/4
corner of Section 1, Township 43 South, Range 15 West,
Salt Lake Base and Meridian and running thence S 26°
36'30" W 1551.36 feet; thence S 26°28'30" W 1356.56
feet; thence S 69°34'30" E 341.30 feet; thence S 14°
32'30" E 2269.00 feet; thence S 10°46' E 292.14 feet,
more or less to the South line of said Section 1

Easement # 2: BEGINNING at a point S 89°29'30" W
1325.00 feet along the Section line and S 0°06'50" E
1438.54 feet along the 1/16 line from the North 1/4
corner of Section 1, Township 43 South, Range 15 West,
Salt Lake Base and Meridian and running thence S 74°43'
30" W 722.75 feet.

Easement # 3: BEGINNING at a point S 89°29'30"
W 1325 feet along the Section line and S 0°06'50"
E 622.61 feet along the 1/16 line from the North 1/4
Corner of Section 1, Township 43 South, Range 15 West,
Salt Lake Base and Meridian and running thence N 82°
41'30" W 181.39 feet.

It is further ORDERED, ADJUDGED, and DECREED that said use is
a public use and a use authorized by law.

It is further ORDERED, ADJUDGED, and DECREED that a copy of
this final Order of Condemnation be filed with the County Recorder
of Washington County, Utah and thereupon the property interests
here and above referred to and set forth shall vest in Plaintiff
in Fee Simple Title or as easements as the case may be.

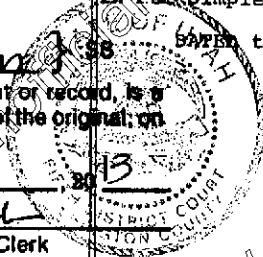
WASH this 8 day of September, 1977

STATE OF UTAH
COUNTY OF WASHINGTON

"I certify that this document or record, is a
full, true, and correct copy of the original, on
file in this office."

Date July 8

By *[Signature]*
Deputy Court Clerk



[Signature]
DISTRICT JUDGE

EASEMENT

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged,

Mar W. McGregor and Mona R. McGregor, of San Francisco, California, 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:

Exhibit "5"

Beginning at a point S 89° 29' 30" W 1325.60 feet along the section line and N 0° 37' 30" W 441.70 feet from the S 1/4 Corner of Section 36, T42S, R15W, SLB&M and running thence N 0° 37' 30" W 177.07 feet along the East line of the SW 1/4 of the SW 1/4 of said Section 36; thence N 68° 23' 30" W 3.67 feet; thence S 51° 21' W 118.84 feet; thence S 54° 09' W 181.79 feet; thence N 89° 28' 05" E 245.52 feet to the point of beginning. Containing 0.50 Acres.

Entry No. 143654 Fee \$2.00
Recorded at Request of Ray Schmitz
Date February 25, 1971 at 4 P.M.
Book 102 Page 154
Ray J. Schmitz
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

11 day of February, 1971.

Mar W. McGregor
Mona R. McGregor

STATE OF ~~UTAH~~ CALIFORNIA ss.
County of San Francisco)

On the 11 day of February, 1971, personally appeared before me MAR W. MCGREGOR & MONA R. MCGREGOR, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Herbert J. Callman
Notary Public
Herbert J. Callman

My Commission Expires May 8, 1971
Residing at 1938 36th Ave., San Francisco, Ca.

HERBERT J. CALLMAN
NOTARY PUBLIC - CALIFORNIA
CITY AND COUNTY OF
SAN FRANCISCO
My Commission Expires May 8, 1971

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:

Exhibit "6"

1/4 of SE 1/4 of Section 2, Twp 43 South, Range 15 West, SLBMM
SW 1/4 of SE 1/4 of Section 2, Twp 43 South, Range 15 West, SLBMM

Entry No. 143313 Fee \$ 2.50
Recorded at Request of
Ray Schmitz
Date January 21, 1971 at 4:35PM
Book 101 Page 186
Ray J. Schmitz
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
Stueckl Debris Basin
Stueckl 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

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.

Notary Public Phillip L. Foremaster

My Commission Expires 1/12/73

Residing at St. George, Utah

* Sherwon C. Foremaster, and LaVar Foremaster

EASEMENT

Exhibit "7"

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, Donald R. Hoff & Carol A Hoff his wife, & WB Hall, of 1056 So. Calif. St. Callmesa California 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:

½ of SE¼ of Section 2, T.43 S., R. 15 W., S188M.

143314

Entry No. _____ Fee \$ 2.00
Recorded at Request of
Ray Schmitz
Date January 21, 1971 at 4:35P M
Book 101 Page 187
Ray J. Hoff
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

21st day of December, 1970.

Donald R. Hoff
Carol A. Hoff
W.B. Hall

STATE OF UTAH

ss.

County of Washington)

On the 28th day of December, 1970, personally appeared before me Donald R. Hoff, Carol A. Hoff, his wife, & WB Hall, the signer^s of the within instrument, who duly acknowledged to me that he executed the same.

Phillip L. Foremaster
Notary Public

My Commission Expires 1/12/73

Residing at St. George, Utah

EASEMENT

Exhibit "8"

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, Karl F. Stueckl & Marcia Stueckl of Oakland, California, 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:

E $\frac{1}{2}$ of SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of Section 12; T. 43 S., Range 15 W., SLBM.
N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 11; T. 43 S., Range 15 W., SLBM.

Entry No. 143303 Fee \$2.50
Recorded at Request of Roy Schmitz
Date January 21, 1971 4:35 P.M.
Book 101 Page 176
Karl F. Stueckl
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
Stueckl Debris Basin
Stueckl 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

11th day of January, 1971

Karl F. Stueckl
Marcia Stueckl

STATE OF UTAH - Cal.)
County of Wasatch) ss.

On the 11th day of January, 1971, personally appeared before me Karl F. Stueckl and Marcia Stueckl, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Mary P. Zile
Notary Public

My Commission Expires
Residing at Walter P. Zile - Notary Public - Cal.
1000 E.P. UN. ST. 15710 ALAMEDA CO.
1150 Central Expressway, Oakland, CALIF. 94610

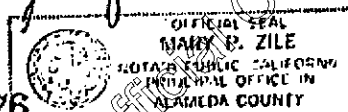


Exhibit "9"

EASEMENT

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, Iliff Andrus & Vivian L. Andrus of St. George, Utah, Grantor s, 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:

1/2 of NE 1/4 and SW 1/4 of NE 1/4 of Section 2, Twp 43 South, Range 15 West, SB 8N
A parcel of land 16 1/2 feet wide on east side of E 1/2 of SE 1/4 of Section 2, Twp 43 South, Range 15 West, SLB 8N

Entry No. 148304 Fee \$ 2.50
Recorded at Request of Ray Schmutz
Date January 21, 1971 4:35 P.M.
Book 101 Page 177
Snyle J. Staff
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
Seemiller 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

19th day of January, 1971.

Iliff Andrus
Vivian L. Andrus

STATE OF UTAH

County of Washington)
ss.

On the 19th day of January, 19 71, personally appeared before me Iliff Andrus & Vivian L. Andrus, his wife, the signers of the within instrument, who duly acknowledged to me that he executed the same.

My Commission Expires 1/12/73

Residing at St. George, Utah 84770

Notary Public Phillip L. Foremaster

EASEMENT

Exhibit "10"

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, George H. Seegmiller and Maude M. Seegmiller, 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 NW 1/4 of Section 11; Twp 43 South, Range 15 West, SLB&M

148305

Entry No. _____ Fee \$ 2.00
Recorded at Request of
Ray Schmutz
Date January 21, 1971 4:35 P.
Book 101 Page 178
Sage J. Small
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

George H. Seegmiller
Maude M. Seegmiller

STATE OF UTAH)

County of Washington)

ss.

On the 31st day of December, 1970, personally appeared before me George H. Seegmiller & Maude M. Seegmiller, the signer of the within instrument, who duly acknowledged to me that he executed the same.

Phillip L. Foremaster
Notary Public

My Commission Expires 1/12/72

Residing at St. George, Utah

EASEMENT

Exhibit "11"

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, Dorinda W. McGreer and Irene G. McGreer, of Raytown, Texas, 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:

Beginning at the SE Corner of the SW 1/4 of the SW 1/4 of Section 36, T42 S, R57 W, SEBM said point being S 89° 29' 30" W 1325.00 feet along the section line from the S 1/4 Corner of said section 36 and running thence S 89° 29' 30" W 317.08 feet; thence north 15° 16' 30" W - 341.10 feet; thence N 54° 09' E 193.21 feet; thence N 89° 28' 05" E 215.52 feet to the East line of the SW 1/4 of the SW 1/4 of said Section 36; thence S 0° 37' 30" E 441.70 feet along said East line to the point of beginning. Containing 3.56 Acres

Entry No. 143655 Fee \$ 2.00
Recorded at Request of Ray Schmitt
Date February 25, 1971 at 4 P M
Book 102 Page 165
Ray J. Smith
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

day of _____, 1971.

Dorinda W. McGreer
Irene G. McGreer

STATE OF TEXAS
County of HARRIS)
ss.

On the 8th day of FEBRUARY, 1971, personally appeared before me Dorinda W. + Irene G. McGreer, the signer of the within instrument, who duly acknowledged to me that he executed the same.

JR
Notary Public O. R. Fees

My Commission Expires 6-1-74
Residing at LA Porte, TEXAS

Exhibit "12"

00968182 BK 1784 PG 1593
RUSSELL SHIRTS * WASHINGTON CO RECORDER
2005 AUG 31 09:41 AM FEE \$16.00 BY SW
FOR: DIXIE TITLE CO
Easement

Substitution of Legal Description for

WHEREAS, Donald W. McGregor and Irene G. McGregor granted an Easement in favor of St. George and Washington Canal Company, a Utah Corporation dated February 8, 1971, recorded February 25, 1971, as Entry No. 143655, in Book 102, Page 165 of the Official Records of Washington County Recorder, State of Utah, affecting the following describe property:

Beginning at the SE Corner of the SW1/4 of the SW1/4 of Section 36, Township 42 South, Range 15 Wets, SLB&M; said point being S 89°29'30" W 1325.00 feet along the section line from the S1/4 Corner of said Section 36, and running thence S 89°29'30" W 317.08 feet; thence N 15°16'30" W 341.10 feet; thence N 54°09' E 193.21 feet; thence N 89°28'05" E 245.52 feet to the East line of the SW1/4 of the SW1/4 of said Section 36; thence S 0°37'30" E 441.70 feet along said East line to the point of beginning. Containing 3.56 acres

Whereas, the current owner David C. Sullivan and Windy Sullivan, Husband and Wife request that said easement be abandoned and replaced by a new easement described as follows:

See Exhibit "A" legal description and Exhibit "B" map attached hereto and made a part hereof.

NOW THEREFORE, the undersigned hereby mutually agree as follows:

1. The Easement legal description in Easement recorded February 25, 1971 as Entry No. 143655, in Book 102, Page 165 is hereby abandoned and replaced by the legal description attached hereto in Exhibit "B".

Dated this 30th day of August, 2005

St. George and Washington Canal Company,
a Utah Corporation

C. Jeffrey Mork
President

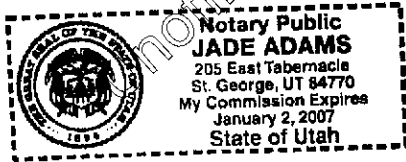
[Signature]
David C. Sullivan

Windy Sullivan
Windy Sullivan

00968182 Bk 1704 Pg 1594

State of Utah
County of Washington

On the ^{30th} day of August, 2005, personally appeared before me C. Jeffrey Morley, who being by me duly sworn did say that he is the President of St. George and Washington Canal Company, a Corporation, and that said instrument was signed in behalf of said corporation by authority of its by-laws (or by a resolution of its board of directors) and said C. Jeffrey Morley acknowledged to me that said corporation executed the same.

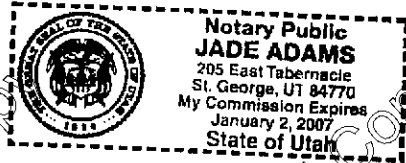


Jade Adams

Notary Public

State of Utah
County of Washington

On the ^{30th} day of August, 2005, personally appeared before me David C. Sullivan and Windy Sullivan, who duly acknowledged to me that they executed the same.



Jade Adams

Notary Public

Exhibit "A" 00968182 Bk 1784 Ps 1595



BUSH & GUDGELL, INC.

Engineers • Planners • Surveyors
205 East Tabernacle - #4
St. George, Utah 84770
(435) 673-2337
(435) 673-3181 FAX

36-42-15

August 22, 2005

**Legal Description
Prepared for
Craig and Windy Sullivan**

A portion of Lot 3, Woolsey Blake Subdivision Amended, according to the official plat thereof, Records of Washington County, being described more particularly as follows:

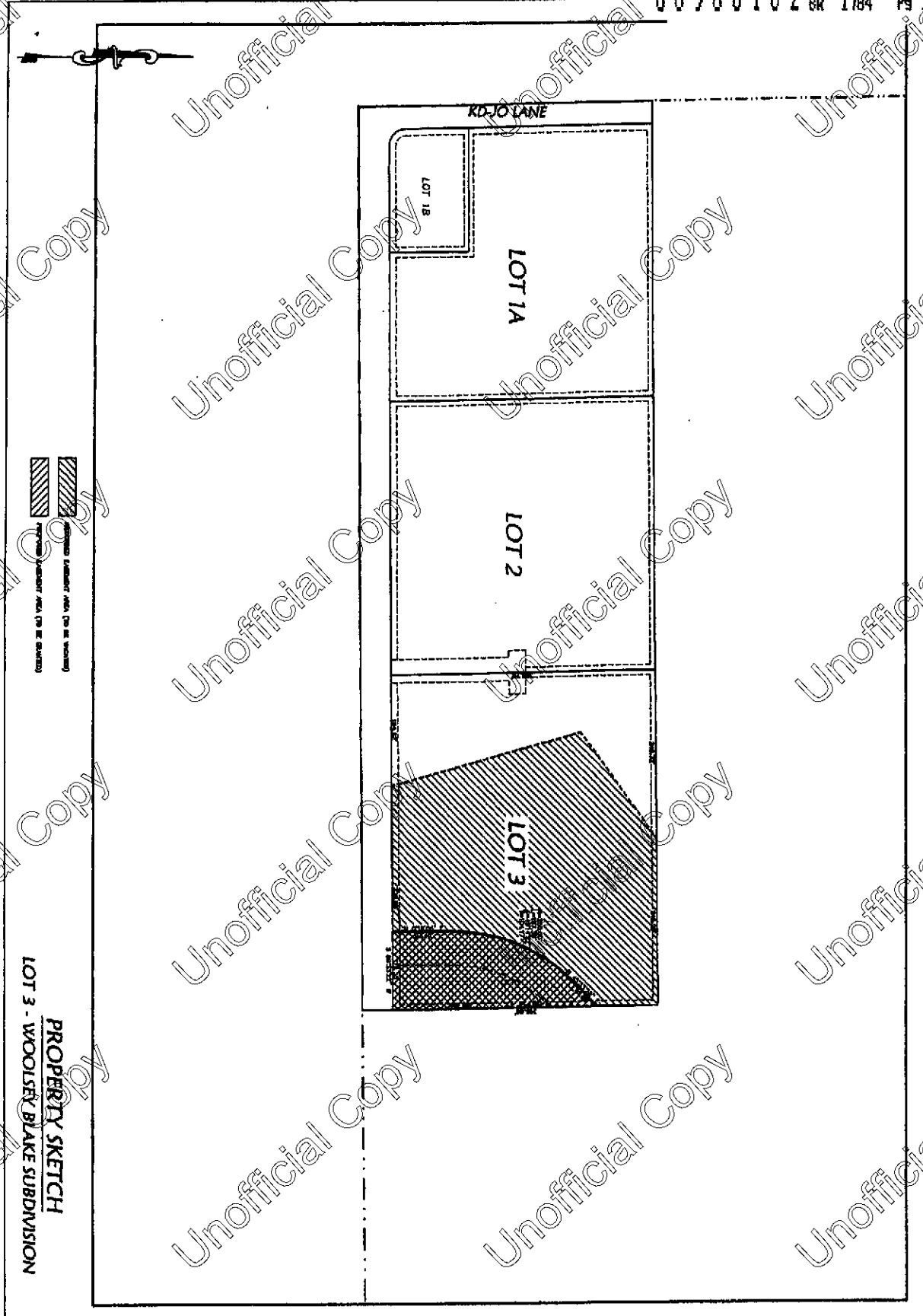
Beginning at the Southeast corner of Lot 3, Woolsey Blake Subdivision Amended, according to the Official plat thereof, records of Washington County and running thence S 89°33'22" W along the South line of said lot 3 115.35 feet; thence N 0°19'06" E 93.45 feet to the point of a 250.00 foot radius curve to the right; thence Northeasterly along the arc of said curve through a central angle of 45°14'22" a distance of 197.39 feet; thence N 45°33'28" E 51.68 feet to a point on the East line of said Lot 3; thence S 0°33'26" E along said East lot line 305.86 feet to the point of beginning.

KS/lr

5-8269

\\Lindatc\All Documents\My Docs 2005\Legal\8269 Craig and Windy Sullivan.doc

Exhibit "B" 40968182 BK 1784 Pg 1596



EXISTING LOT AREA (PA OR UNPAID)
PROPOSED LOT AREA (PA OR UNPAID)

PROPERTY SKETCH PREPARED FOR: WHDY SULLIVAN LOCATED IN WOOLSEY BLAKE SUBDIVISION	PLUMB & GRIGGELL, INC. Engineers - Planners - Surveyors 200 East Washington, Suite 94 St. Louis, Missouri 63102 Phone (314) 479-2000 / Fax (314) 479-0187 www.plumbandgriggell.com
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