

DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar and other good and valuable consideration paid to LAVA HILLS RESORT CORP., a Utah corporation, hereinafter referred to as Grantor, by the CITY OF ST. GEORGE, herein referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a temporary easement with the right to erect, construct, install, and place, and thereafter, a perpetual easement to use, operate, maintain, repair and replace drainage facilities, in, upon and along real property owned by Grantor in Washington County, Utah, which is described as follows:

BEGINNING at the Grantor's most northerly and easterly property corner, which point is on the I-15 freeway right-of-way line, said point being N 89° 28' 23" E 176.82 feet and S 11° 47' 10" E 227.46 feet from the NW corner of Section 6, T43S, R15W, S18&M and running thence southwesterly 2230 feet more or less along said I-15 right-of-way line to the center line of the Santa Clara River; thence northwesterly along the center line of the Santa Clara River 50 feet more or less to a line which is parallel to and 50.00 feet westerly of the I-15 right-of-way line; thence northeasterly along said parallel line 2230 feet more or less; thence southeasterly 50.00 feet to the point of beginning.

Together with the right of ingress and egress over the adjacent lands of the Grantor, its successors and assigns, for the purposes of this easement.

Grantee shall restore the described land to its present contours

George City
357 644-645

131 10 30 11 3 02
265802

265802

and condition upon termination of the temporary easement herein granted, as nearly as reasonably possible, except for the constructed improvements, and it shall thereafter maintain the perpetual easement in good repair so that no unreasonable damage will result from its use to any adjacent land of the Grantor, its successors or assigns. Grantee does agree to in no way encumber said easement or subject it to the imposition of liens of any type during the term of this easement, and to hold Grantor harmless and indemnify it from any loss, liability or expense incurred in connection with the activities of the Grantee during the term of the easement herein granted. GRANTEE SHALL KEEP ALL EQUIPMENT ON BEAM AND SHALL NOT BE DRIVEN ON GOLF COURSE WEST OF SAID BEAM. See 1/15/84

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

IN WITNESS WHEREOF, the Grantor has executed this instrument as of the 27 day of August, 1984.

GRANTOR:

LAVA HILLS RESORT CORP.

By John V. Lagant, President
John V. Lagant, Pres.

GRANTEE:

CITY OF ST. GEORGE

By Karl Brooks, Mayor
Karl Brooks, Mayor

ATTEST:

Wanda Smith
City Recorder

STATE OF UTAH)
ss.
County of Washington)

SUBSCRIBED AND SWORN to before me this 27 day of August, 1984.

6:15

Notary Public
My Commission Expires