

When Recorded Return To:
City of St. George
175 East 200 North
St. George, Utah 84770

00836602 Bk 1575 Pg 2221
RUSSELL SHIRTS * WASHINGTON CO RECORDER
2003 AUG 22 13:57 PM FEE \$.00 BY AMH
FOR: ST GEORGE CITY

IRRIGATION LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to: Ralph Carter Lamoreaux and Janice E. Lamoreaux, Trustess of the Ralph C. Lamoreaux Living Trust (owner/optionor), dated March of 1993, and S.W.A.C. East, L.L.C. (optionee), a Utah corporation, hereinafter collectively referred to as GRANTOR, by ST. GEORGE CITY, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, transfer, and convey unto the GRANTEE, its successors and assigns, a perpetual easement to use, operate, inspect, repair, maintain, replace or remove a irrigation line over, across and through the land owned by GRANTOR, or in which GRANTOR claims any interest, situated in St. George City, Washington County, State of Utah;

A 15.00 foot wide permanent irrigation easement, 7.50 feet each side, together with a 50.00 foot temporary construction easement 7.50 feet northerly and 42.50 feet southerly of the following described centerline:

Commencing at the Southwest Corner of Section 31, Township 42 South, Range 15 West, Salt Lake Base and Meridian;

Thence South 89°05'44" East along the Section line 885.17 feet;

Thence South 573.85 feet to the **Point of Beginning**;

Thence South 67°22'30" East 65.83 feet to the Westerly right-of-way line of Main Street (Convention Center Drive), and the **Point of Terminus**.

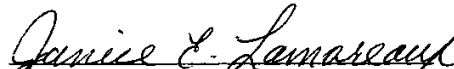
The consideration hereinabove recited shall constitute payment in full for the above-mentioned easement. The GRANTEE covenants to restore the easement to its original condition and to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of 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 the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 22nd day of August, 2003.

Grantor: Ralph C. Lamoreaux Living Trust (Owner/Optionee)


Ralph Carter Lamoreaux, Trustee


Janice E. Lamoreaux, Trustee

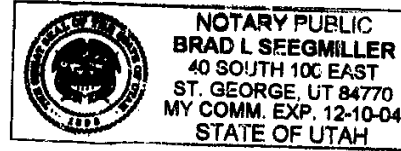
STATE OF UTAH

COUNTY OF WASHINGTON _____

On the 22 day of Aug., 2003 the signer(s) of the above instrument ^{Ralph Carter Lamoreaux & Janice E. Lamoreaux, Trustees} personally appeared before me and acknowledged to me that he (they) executed the same.

Notary Public: Brad SegumillerMy Commission Expires 12-10-2004

Grantor: S.W.A.C. EAST L.L.C. (Optionee)

[Signature]

STATE OF UTAH

COUNTY OF WASHINGTON _____

On the 22 day of August, 2003 the signer(s) of the above instrument personally appeared before me and acknowledged to me that he (they) executed the same.

Notary Public: Robert E. Christensen

My Commission Expires _____

