

23785

RIGHT OF WAY
AND
PERPETUAL EASEMENT
AGREEMENT

OFFICE OF COUNTY REVENUE
APPRO. STAMP
1986 JUN 28 AM 10:00
UTAH COUNTY
RECORDS & CLERK
PHILIP J. GARDNER

23785

THIS AGREEMENT, made and entered into this 28 day of JUNE, 1986, by and between UTAH COUNTY, a body corporate and politic, and PHIL EDWARDS and NELLIE B. EDWARDS, a family limited partnership, for and in consideration of the sum of Ten Dollars and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, has this day bargained, sold and by these presence does bargain, sell, convey, transfer and deliver unto UTAH COUNTY, a body corporate and politic of the State of Utah, a permanent easement and right-of-way, including the perpetual right to enter upon the real estate hereinafter described, at any time that it may see fit.

The land affected by the grant of this easement and right-of-way is located in Utah County, Utah, and is more particularly described as follows:

Commencing at a point located South 127.09 feet and West 78.80 feet from the Northeast corner of Section 5, Township 7 South, Range 2 East, Salt Lake Base and Meridian; said point having Utah State Plane Coordinates of X = 1,935,209.92 feet and Y = 696,565.96 feet based on the Lambert Conformal Projection, Utah Central Zone; thence South 4° 49' 20" West 842.61 feet; thence South 6° 43' 58" West 172.62 feet; thence North 89° 53' 01" West 30.20 feet; thence North 6° 43' 58" East 175.60 feet; thence North 4° 49' 20" East 855.11 feet; thence South 61° 45' 01" East 32.70 feet to the point of beginning.

Area = 0.7045 acre.

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WHEREAS, the Edwards are willing to grant said right-of-way and easement under the terms and conditions hereinafter set forth;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. The Edwards hereby grant to Utah County a free and uninterrupted use, liberty, privilege, easement and right-of-way as above described for the purposes of constructing and maintaining a parkway together with the right to fence, landscape, and fill the area, and the right to remove trees, bushes, undergrowth and any other obstruction interfering with the location, construction, and maintenance of said parkway.
2. The parties further agree that all construction, repairs, and maintenance to the parkway in the above-described easement shall be the responsibility of and at the sole discretion of Utah County.
3. All construction work and maintenance done to said parkway in the above-described easement shall be done wholly at the expense of Utah County. Nothing contained herein shall imply any financial liability for the construction and maintenance of said parkway to the Edwards.
4. Work and maintenance to said parkway within the above-described easement shall be done in such a fashion and at time of the year so as to protect, as much as reasonably possible, the Edwards from Utah Lake flooding.
5. Nothing contained herein shall prohibit the Edwards from reasonable access to and across the above-described easement, including appropriate gates.

6. Nothing contained herein shall deny the Edwards from any accretion rights they may have by law to lands outside of the above-described easement and right-of-way. Utah County shall make no claim to said accretion lands.
7. The Edwards make no warranty or covenant as to their ownership of or title to the property described herein.

DATED this 16TH day of JUNE, 1986.

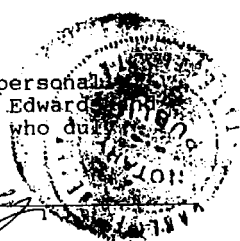
Phil Edwards
Phil Edwards

Nellie B. Edwards
Nellie B. Edwards

STATE OF UTAH)
) SS
COUNTY OF UTAH)

On this 16TH day of JUNE, 1986, personally appeared before me, a Notary Public for Utah, Phil Edwards and Nellie B. Edwards, signers of the above instrument who duly acknowledged to me that they executed the same.

Carl E. Anderson
Notary Public



My Commission expires: SEPTEMBER 22, 1987
My residence: RESIDING AT AMERICAN FORK UTAH

UTAH COUNTY, STATE OF UTAH
Gary J. Anderson
Gary J. Anderson, Chairman
Board of County Commissioners

ATTEST
William C. Huish, County Clerk
By: Blonda L. Ferguson
Deputy County Clerk

