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## EASEMENT AND AGREEMENT

THIS EASEMENT AND AGREEMENT, made and entered into this 17<sup>th</sup> day of September, 1968, by and between LUCY CLYDE and CLIFFORD CLYDE, hereinafter referred to as the GRANTORS and PROVO CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter referred to as the GRANTEE,

## WITNESSETH:

That for good and valuable consideration hereinafter stated, the GRANTORS hereby convey, transfer, sell and deliver to the GRANTEE a 10-foot wide easement for the purpose of constructing and maintaining a water line with an additional 20 feet along the south side of the permanent easement as a temporary construction easement, together with a permanent right-of-way for ingress and egress to maintain, control and repair said water line across and through the land hereinafter described, together with the right to clear and remove shrubs, trees, undergrowth and other obstructions interfering with the location, construction and maintenance of said utility, said easement and right-of-way to be located in Utah County, State of Utah, more particularly described as follows:

A 10-foot permanent easement described as follows:

Beginning at the Northeast corner of the Grantor's property, said point being 624.58 feet North and 227.12 feet West of the South quarter of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North  $89^{\circ}$  West along the fence line 1089.0 feet; thence South 10.0 feet; thence South  $89^{\circ}$  East 1083.5 feet; thence North  $29^{\circ}$  East 11.43 feet to the point of beginning.

A 20-foot temporary easement for construction along the south side of the above 10-foot easement described as follows:

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Beginning at a point 11.43 feet South 29° West from the Northeast corner of Grantor's property, said beginning point being 614.58 feet North and 232.66 feet West of the South quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 89° West 1083.5 feet; thence South 20.0 feet; thence South 89° East 1072.5 feet; thence North 29° East 22.86 feet to the point of beginning.

This grant is made in consideration of the following:

1. GRANTEE guarantees that the spring will not be disturbed.
2. GRANTEE agrees to rebuild the road and all fences in a condition at least equal to those prior to commencement of construction. GRANTEE further agrees to pay for any damages that may be done to other property belonging to the GRANTORS.
3. The above grant shall include the right to come in upon the property and repair the pipeline only, no road to be built except as now in use.
4. As consideration the GRANTEE will pay to the GRANTORS the sum of \$200 and will remove an existing old barn and building which are in the right-of-way easement.

WITNESS THE HANDS OF THE PARTIES THE DAY AND YEAR FIRST ABOVE WRITTEN.



Lucy Clyde  
LUCY CLYDE

Clifford Clyde  
CLIFFORD CLYDE, GRANTORS

ATTEST:

R. Glenn Olsen  
R. GLENN OLSEN, CITY RECORDER

PROVO CITY CORPORATION GRANTEE

Verl G. Dixon  
VERL G. DIXON, MAYOR

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STATE OF UTAH )  
                   : SS.  
 COUNTY OF UTAH )

On the 17 day of September, 1968, before me, a Notary Public in and for the State of Utah, personally appeared Lucy Clyde and Clifford Clyde, who being duly sworn did say that they are the property owners in the foregoing instrument and they acknowledged to me that they executed the same.

*Margaret M. Reed*  
 NOTARY PUBLIC

My commission expires: 11/17/69

Residing at: Provo, Utah

STATE OF UTAH )  
                   : SS.  
 COUNTY OF UTAH )

On the 17 day of September, 1968, before me, a Notary Public in and for the State of Utah, personally appeared Verl G. Dixon, who, being first duly sworn did say that he is the Mayor of Provo City, a municipal corporation, that the foregoing instrument was signed in behalf of said Provo City Corporation by authority of