

23786

RIGHT-OF-WAY
AND
PERPETUAL EASEMENT
AGREEMENT

OFFICE OF COUNTY SURVEYOR
PROVO, UTAH

RECORDED AT THE COUNTY CLERK'S OFFICE

UTAH COUNTY, UTAH
1986 JUN 25 11:56 AM
T. HORTON

23786

THIS AGREEMENT, made and entered into this JUNE day of _____, 1986, by and between UTAH COUNTY, a body

corporate and politic, and GLEN N. HORTON AND DOROTHY T. HORTON, 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, State of Utah, and is more particularly described as follows:

Commencing at a point located South 1138.16 feet and West 169.87 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 = 1,935,118.88 feet and Y = 695,555.19 feet based on the Lambert Conformal Projection, Utah Central Zone; thence South 6° 43' 58" West 226.32 feet; thence South 15° 17' 55" West 501.52 feet; thence South 22° 37' 28" West 194.20 feet; thence South 13° 54' 19" West 36.83 feet; thence North 89° 53' 01" West 30.89 feet; thence North 13° 54' 19" East 46.48 feet; thence North 22° 37' 28" East 194.56 feet; thence North 15° 17' 55" East 497.35 feet; thence North 6° 43' 58" East 220.59 feet; thence South 89° 53' 01" East 30.20 feet to the point of beginning.

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Area = 0.6604 acre.

WHEREAS, the Hortons 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 Hortons 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 Hortons.
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 Hortons from Utah Lake flooding.
5. Nothing contained herein shall prohibit the Hortons from reasonable access to and across the above-described easement, including appropriate gates.

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6. Nothing contained herein shall deny the Hortons from any reasonable 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 Hortons make no warranty or covenant as to their ownership of or title to the property described.

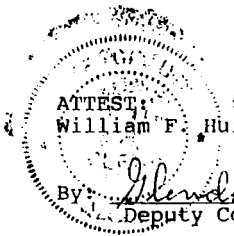
DATED this 16TH day of JUNE, 1986.

Glen N. Horton
Glen N. Horton

Dorothy T. Horton
Dorothy T. Horton

UTAH COUNTY, STATE OF UTAH

Gary J. Anderson
Gary J. Anderson, Chairman
Utah County Commission

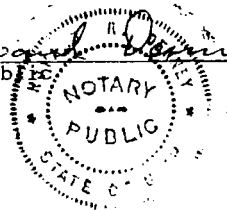


STATE OF UTAH)
) SS
COUNTY OF UTAH)

On this 16TH day of JUNE, 1986, personally appeared before me, a Notary Public for Utah, Glen N. Horton and Dorothy T. Horton, signers of the above instrument who duly acknowledged to me that they executed the same.

Howard R. DeWine
Notary Public

My Commission expires: 12-06-88
My residence: AMERICAN FORK, UTAH



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