

2962

EASEMENT

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For and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged,

Carl D. Smith and Urilda Smith his wife

(Name)

of Pleasant Grove, Utah, Grantor;

(Address)

does hereby grant, bargain, sell, convey and release unto The North Utah County Water Conservancy District of Lehi, Utah,

(Address)

Grantee, its successors and assigns, an easement in, over and upon the following described land, situated in the County of Utah,

State of Utah, to-wit: Com. at a point S 35°33'30" E 1326.0 ft from the

NW cor Sec. 22, T 5 S, R 2 E, SLB&M; th S 33°10'25" E 1127.2 ft; S 52°48'25" W 514.0 ft; S 89°45'45" W 234.0 ft; N 45°14'15" W 835.8 ft; N 39°46'45" E 594.0 ft; N 48°48'25" E 319.0 ft. to pt. of beg. containing 19.10 acres. (2) also com. at a pt S 38°56'20" E 1793.7 ft from the NW cor. of Sec. 22 T 5 S, R 2 E, SLB&M; th N 44°50' E 408.9 ft; S 33°10' E 265.0 ft S 10°19' W 399.7 ft; S 56°50' W 125.0 ft; N 33°10' W 470.0 ft. to pt. of beg. 3.79 acres. for the purposes of:

(1) For or in connection with construction, operation, maintenance, and inspection of a floodwater retarding structure, designated as the Grove Creek site in the plans for AFDC Watershed, to be located on the above described land; for the flowage of any waters in, over, upon, or through such structure; and for the permanent storage and temporary detention, either or both, of any waters that are impounded, stored or

1. In the event construction on the above described works of improvement is not commenced within 36 mo. from the date hereof, the rights and privileges herein granted shall at once revert to and become the property of the Grantor, his heirs and assigns.

2. This easement includes the rights of ingress and egress at any time over and upon the above described land of the Grantor.

3. There is reserved to the Grantor, his heirs and assigns, the right and privilege to use the above described land of the Grantor at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.

4. The Grantee is responsible for operating and maintaining the above described works of improvement.

5. Special provisions:

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor, with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining, unto the Grantee, its successors and assigns.

IN WITNESS WHEREOF the Grantor has executed this instrument on the 20th day of February, 1964.

Carl D. Smith (SEAL)
(Signature of Grantor)

Urilda D. Smith (SEAL)
(Signature of Grantor)

STATE OF UTAH)
) ss
COUNTY OF UTAH)

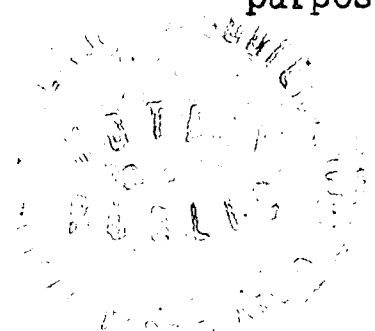
On this 20th day of February, 1964, personally appeared before me Carl D. Smith and Urilda D. Smith, who being duly sworn did acknowledge to me that ~~they~~, they voluntarily signed the above instrument, and for the above uses and purposes therein mentioned.

Leah B. Casper
NOTARY PUBLIC

Residing at: Provo, Utah

My Commission Expires : 10/8/1964

detained by such structure. (2) For or in connection with the obtaining of borrow material for the construction of Grove Creek Debris Basin.



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William West Sporthwaite
WILLIAM WEST SPORTHWAITE
1714 CHURCH ST.
PHILADELPHIA, PA.

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