

Orem City Agreement No. _____
Property Tax Serial No. 18:056:0022
23-09-03

AGREEMENT AND GRANT OF EASEMENT

This Agreement is executed in duplicate this 21 day of Oct., 2004, by and between Orem City, a municipal corporation and political subdivision of the State of Utah, with its principal office located at 56 North State Street, Orem, Utah 84057 (hereinafter referred to as "City"), and Christopher P. Kulina and Stacy Myers Kulina, husband and wife as joint tenants, whose address is 1607 Mountain Oaks Drive, Orem, UT 84097 (hereinafter referred to as "Owner").

ENT 121301;2004 PG 1 of 4
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2004 Oct 26 10:35 am FEE 0.00 BY SB
RECORDED FOR OREM CITY CORPORATION

RECITALS

WHEREAS Owner owns real property located at approximately 835 S 750 East, Orem, Utah (hereinafter referred to as the "Property"); and

WHEREAS the City is installing a City-wide street lighting system; and

WHEREAS the City desires to install power lines, street lights and other facilities necessary for the operation of a street lighting system; and

WHEREAS Owner is willing to convey an easement to the City to allow the City to use a portion of the Property for the installation, operation and maintenance of power lines, street lights and other facilities necessary for the operation of the street lighting system; and

WHEREAS the City and Owner desire to set forth their respective rights and obligations in this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the promises and conditions set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the City and the Owner hereby agree as follows:

1. **Easement.** Owner hereby conveys to Orem City a perpetual easement and right of way for the installation, maintenance and operation of power lines, street lights and other facilities related to the City street lighting project over, under, across and through a portion of the Property more particularly described in Exhibit "A" (hereinafter referred to as the "Easement Area") and the approximate location of which is shown in the map attached hereto. Exhibit "A" is attached hereto and by reference is made a part hereof.

2. **Repair of Improvements on the Property.** The City shall use its best efforts to minimize damage to landscaping, sprinkler systems, utility lines, and other improvements on the Property (hereinafter referred to collectively as "Improvements"). The City shall, at the City's discretion, replace, repair or compensate the Owner for any damage to Improvements on the Property which are caused by the City's activities on the Property. However, the City's liability to the Owner shall be limited to the actual cost to repair or replace the damage Improvements.
3. **Blue Stakes.** Owner shall not construct or allow the construction of any building or structure over the easement area. However, Owner may install fences, landscaping and concrete pads over the Easement Area. Owner shall call Blue Stakes and shall follow any instructions and directions given by Blue Stakes prior to constructing or allowing the construction of any improvements over the Easement Area.
4. **Relocation of Easement Area.** In the event that the Owner desires to construct any building or structure over the Easement Area, Owner may request that the City relocate the Easement Area and any City Facilities located within the Easement Area to an alternate location on the Property. The City shall relocate the Easement Area and all facilities located within the Easement area at the City's expense to an alternate location on the Property if the relocation can be accomplished at a reasonable cost and without unreasonable interference with the street lighting system.
5. **Consideration.** In consideration for the Owner's conveyance of an easement to the City as described herein, the City agrees to proceed with the installation, operation and maintenance of street light units in the vicinity of the Property. However, in the event that the City does not complete the installation, operation, and/or maintenance of street light units in the vicinity of the Property within a reasonable time, Owner's sole remedy shall be limited to the dissolution and abrogation of the easement rights granted to the City in this Agreement.
6. **Binding Agreement.** This agreement shall be binding on the heirs, successors, administrators, and assigns of each of the parties.
7. **Recordation of Easement.** This Agreement may be recorded on the Property in the office of the Utah County Recorder.
8. **Incorporation of Recitals.** The Recitals to this Agreement are incorporated into the Covenants section of this Agreement as fully set forth herein.
9. **Complete Agreement.** This instrument together with the attached Exhibits constitutes the entire Agreement between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. This Agreement cannot be changed except by written agreement of the parties.

SIGNED and ENTERED INTO this 21 day of Oct., 2004.

City of Orem, by



[Signature]
Jim Beams, City Manager

ATTEST:

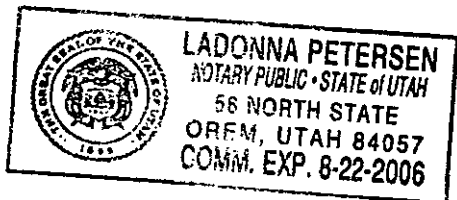
[Signature]
Donna R. Weaver, City Recorder

[Signature]
Christopher P. Kulina

[Signature]
Stacy Myers Kulina

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 13 day of October, 2004 by Christopher P. Kulina and Stacy Myers Kulina, husband and wife as joint tenants.



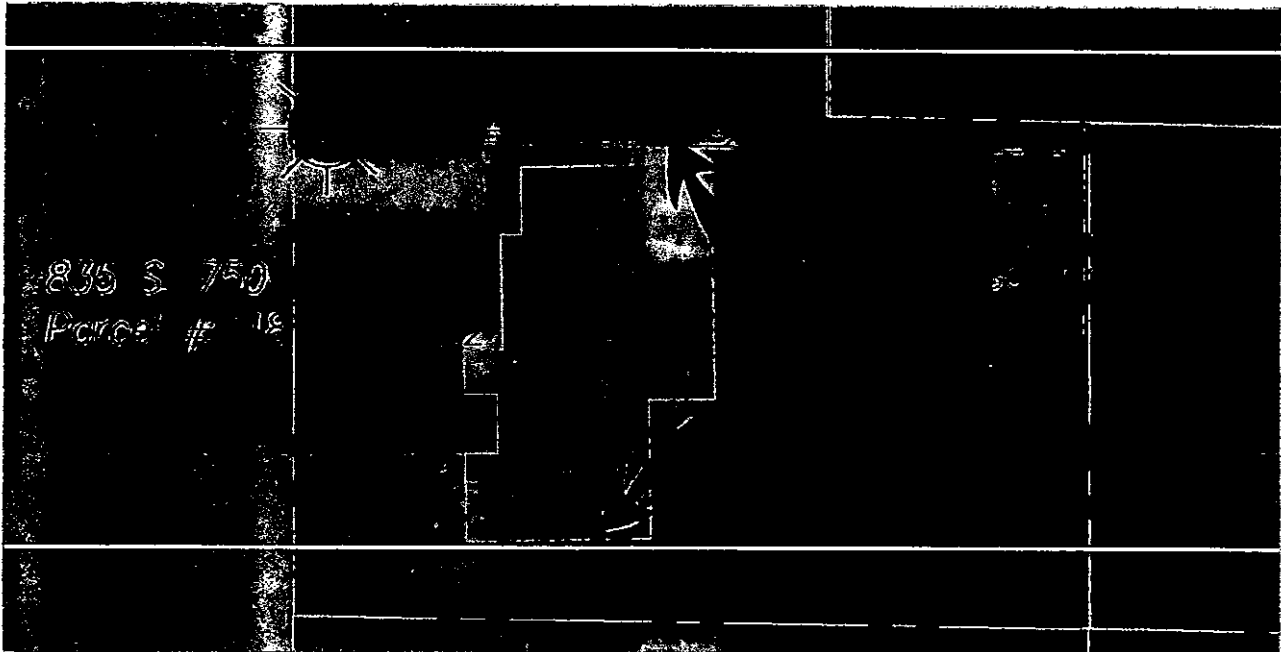
[Signature]
Notary Public

EXHIBIT "A"

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Property address: 835 S. 750 East
Parcel Tax ID Number: 18:056:0022

23-09-03



EASEMENT AREA DESCRIPTION

A five (5) foot wide Utility Easement in the Favor of the City of Orem for the installation and maintenance of Street Lighting Facilities more particularly described as follows:

Beginning at a point South 171.45 feet and West 169.08 feet from the East Quarter Corner of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 00°49'05" West 5.00 feet; thence North 89°10'55" West 135.99 feet; thence North 00°49'05" East 5.00 feet; thence South 89°10'55" East 135.99 feet to the point of beginning.