

20525

EASEMENT AGREEMENT

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 1984
 PROVO CITY CORPORATION
 CLERK

20525

This Agreement and Easement dated this 11th day of ^{July} ~~May~~, 1984, by and between Gar Elison, of 351 North 300 East, Kaysville, Utah, 84037, hereinafter referred to as the GRANTOR, and the Provo City Corporation, a municipal corporation of the State of Utah, hereinafter referred as the GRANTEE, witnesseth:

WHEREAS the GRANTOR is the owner of certain real property located North of the Gillespie Power Station in Provo, Utah, over which the GRANTEE desires an Easement and Right-of-way, and terms and conditions which have been agreed upon between the parties, which they desire reduced to written form,

NOW THEREFORE, the parties agree as follows:

1. The GRANTOR hereby conveys to the GRANTEE a permanent easement and right-of-way for ingress and egress for service of the easement, over, across, and through the property described as Exhibit A, attached hereto, and by this reference made a part hereof.

2. In exchange for the above conveyance, the GRANTEE hereby agrees to convey, by separate Quit-Claim Deed, that certain property described on Exhibit B, attached hereto, and by this reference made a part hereof.

3. The above exchange is acknowledged by both parties to be a conveyance for the purpose of resolving a dispute between

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the parties arising out of installation of a power line by the Provo City Power Department within the description shown as Exhibit A. As a part of this agreement, the GRANTOR, his agents, assigns, and successors in interest, hereby waive any claim for damages or other compensation in connection with the aforesaid power line, and consent that the power line heretofore installed on the GRANTOR'S property is deemed to have been installed in anticipation that this agreement and the use of the property prior to date hereof, ratified by the GRANTOR, waives any claim for compensation arising prior to this date, as a part of the consideration of this agreement.

DATED at Provo, Utah, the day and year above written.

GRANTOR:

Gar Elison
GAR ELISON



STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

SUBSCRIBED and SWORN to this 11th day of ~~May~~ ^{July}, 1986 ⁵.

Dennis R. Dalley
NOTARY PUBLIC

RECORDED ON:

Residing in: *Salt Lake City, Utah*
My Commission Expires: *Oct 20, 1986*

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EXHIBIT "A"

Commencing West 20 chains and South 20 chains from the Center of Section 7, Township 6 South, Range 3 East, Salt Lake Meridian; thence West 489.6 feet more or less; thence Southerly along the arc of a 5358.71 foot radius curve to the right 225 feet, more or less; thence East 230 feet, more or less; thence North 3 Deg 50 Min West 80.32 feet; thence North 86 Deg 10 Min East 400 feet; thence North 3 Deg 50 Min 310 feet, more or less; thence South 80 Deg 37 Min West 180.35 feet; thence South 167 feet to the point of beginning.

Subject to all existing Easements of record or apparent by an inspection of the property, also the right of the grantor to build over the power line but not to disturb the power line.

EXHIBIT "B"

QUIT CLAIM DEED

PROVO CITY, a Utah municipal corporation, grantor, of 351 West Center, Provo, Utah County, State of Utah, hereby quit claims to Gar Elison

grantee, of 351 N. 300 E. Kaysville, Utah 84037 for the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION, the following described tract of land in Utah County, State of Utah:

Commencing at the Southeast coner of the Provo City Property said point being South 1161.20 feet and East 1349.75 feet from the Northwest Corner of the Southwest Quarter of Section 7, Township 6 South, Range 3 East, Salt Lake Meridian; THENCE South 80 degrees 37 minutes 0 seconds West for a distance of 493.76 feet along the south line of the Provo City property to the east line University Avenue; THENCE along a curve to the left having a radius of 5358.71 feet and an arc length of 22.04 feet, being subtended by a chord of North 6 degrees 31 minutes 30 seconds West for a distance of 22.04 feet along the east line of University Avenue; THENCE North 80 degrees 37 minutes 0 seconds East for a distance of 495.95 feet to the east line of the Provo City property; THENCE South 0 degrees 53 minutes 29 seconds East for a distance of 22.26 feet to the point of beginning.

Together with and subject to covenants, easements and restrictions of record.

Said property contains .25 acres more or less.

This instrument complies with applicable Provo City ordinances for the transfer of interests in real property, including approval by the Provo Municipal Council when required.

DATED this _____ day of July, 1985.

PROVO CITY CORPORATION:

By 
James E. Ferguson, MAYOR

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