

27467

POWER LINE EASEMENT AND AGREEMENT

THIS AGREEMENT made and entered into this 30th day of June, 1983, by and between PROVO CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter referred to as the "City," and SCOTT HINTZE and the R. SEARS and VIRGINIA L. HINTZE FAMILY LIMITED PARTNERSHIP, hereinafter referred to as "Hintze,"

W I T N E S S E T H:

THAT WHEREAS, the City is desirous of crossing over the Hintze property for the purpose of getting power from the existing substation west of the Hintze property and Hintze annexation, as shown on the records of the Utah County Recorder, and

WHEREAS, the Hintzes have agreed to allow underground installation of power for that purpose upon condition that the Hintzes be allowed to connect two junction boxes at two specific locations.

NOW, THEREFORE, the parties mutually covenant and agree as follows:

1. The Hintzes hereby grant to Provo City an easement for utility purposes, the same easement to follow the established road which runs directly east of the Gillespie power station; thence north and east by a circuitous road pattern, exiting the Hintze property at the north boundary thereof near the northeast corner of the Hintze property, said property located in Section 7, Township 6 South, Range 3 East, Salt Lake Meridian.
2. As consideration for this agreement, the City will install two underground vaults in order to provide hookon capability to the Hintze property. The first will be located immediately east of the Hintze property line and the second hookon will be located at both locations in future development of the Hintze property. No hookon fee will be charged.
3. Power available will be three phase and up to 12 kv. Hintze will be liable for underground service connect fees which at this time are \$100 per lot or such other amount as may be applicable at the time service is provided.
4. The City also agrees to relocate any underground facilities if such relocation is made necessary due to subsequent subdivision of the Hintze property at City expense.
5. In consideration of this agreement, Hintze agrees to waive any

BOOK 2076 PAGE 543

2/2/83

claims, damages or causes of action against the City on account of the installation of said electric underground utilities on the Hintze properties.

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

PROVO CITY CORPORATION

B: James E. Ferguson
JAMES E. FERGUSON, Mayor

ATTEST:
[Signature]
City Recorder

R. Sears and Virginia L. Hintze Family
Limited Partnership

By: Virginia L. Hintze
Virginia Hintze, General Partner

Scott Hintze
SCOTT HINTZE

STATE OF UTAH,)
) : ss.
COUNTY OF UTAH.)

On this 7th day of July, 1983, before me a Notary Public in and for the State of Utah, personally appeared James E. Ferguson, who being duly sworn did say that he is the Mayor of Provo City, a municipal corporation of the State of Utah, that the foregoing instrument was signed on behalf of said City.

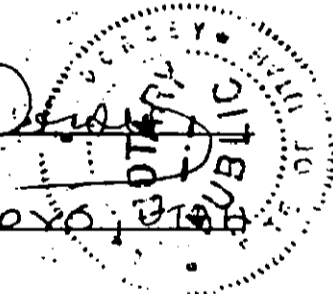
R. E. Dewey
NOTARY PUBLIC

Residing at: Provo, Utah

My Commission Expires:

08-07-85

BOOK 2076 PAGE 544

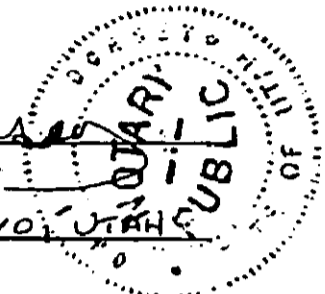


STATE OF UTAH,)
 : SS.
COUNTY OF UTAH.)

On the 20th day of JUNE, 1983, personally appeared before me Virginia Hintze, the General Partner of the R. Sears and Virginia L. Hintze Family Limited Partnership, and did say that the foregoing instrument was signed on behalf of said partnership.

Robert E. Dowling
NOTARY PUBLIC

Residing at: Provo, Utah



My Commission Expires:

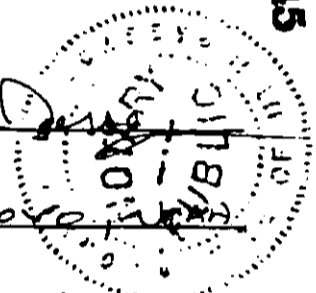
08-07-85

STATE OF UTAH,)
 : SS.
COUNTY OF UTAH.)

On this 20th day of JUNE, 1983, personally appeared before me Scott Hintze, one of the signers of the foregoing instrument, who duly acknowledged to me that he executed the same.

Robert E. Dowling
NOTARY PUBLIC

Residing at: Provo, Utah



My Commission Expires:

08-07-85

BOOK 2076 PAGE 545

27467

RECORDED AT THE REQUEST OF
PROVO CITY CORPORATION

1983 SEP -9 AM 11:11

UTAH COUNTY RECORDER
DEPT. 1100
PR. 455
no fee

PROVO CITY CORPORATION