

2006 ADA RAMP PROGRAM, Parcel 14
When Recorded send copy to:
Harley Gillman
1572 North 275 West
Orem Utah, 84057

AGREEMENT

ENT 52409:2006 PG 1 of 6
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2006 May 01 11:02 am FEE 0.00 BY SDM
RECORDED FOR OREM CITY CORPORATION

This Agreement is executed in duplicate this 24 day of April, 2006, by and between the City of Orem, a municipal corporation and political subdivision of the State of Utah, with its principal offices located at 56 North State Street, Orem, Utah 84057 (hereinafter referred to as "City"), and Harley M. Gillman (hereinafter referred to as "Owner").

RECITALS

WHEREAS the Owner owns property at 1572 North 275 West , Orem Utah, 84057 (See Exhibit "A", Parcel 14) and

WHEREAS the City is installing street improvements including but not limited to a ADA approved Wheel Chair Ramp in the SE Corner of 1600 North and 275 West Street (hereinafter referred to as the "Improvements"); and

WHEREAS the City desires to acquire a portion of the Owner's property along 1600 North and 275 West Street for the construction of the Improvements and the Owner is willing to grant property to the City for the construction of the Improvements; and

WHEREAS the City desires to receive and the Owner is willing to grant permission to work on Owners property to construct the Improvements; and

WHEREAS the City and the 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. The Owner's Obligations to the City. The Owner has the following obligations to the City:

1.1. The Owner shall convey to the City by quit claim deed a portion of Owner's property adjacent to 1600 North and 275 West Street. The location of the property to be conveyed to the City is shown in Exhibit "A." A copy of the quit claim deed to be signed by the Owner is attached hereto as Exhibit "B." Exhibits "A" and "B" are both incorporated herein by reference. The City intends to use the property conveyed by the quit claim deed for the installation of one ADA approved Wheel Chair Ramp.

ORIGINAL DOCUMENT
City of Orem Recorder's Office

1.2. The Owner grants the City permission to enter and work on Owner's property for the construction of the Improvements.

1.3. The Owner shall not be responsible for any of the cost of the Improvements described herein.

1.4. The Owner is aware the City or City's Contractor will remove and relocate the existing shrubbery on the Owners property that are in conflict with the improvements.

2. Compensation. As consideration for the conveyances to be made by Owner to the City, the City shall pay Owner compensation in the total amount of

ONE HUNDRED and SIXTY FIVE DOLLARS (\$165.00). Calculated as follows.

Acquisition (Partial Fee taking) 22 Sq. Ft. @ \$7.50.....	\$165.00
Acquisition (Perpetual Easement).....	\$0.00
Total.....	\$165.00
Total (Rounded).....	\$165.00

3. The City's Obligations to the Owner. The City has the following obligations to the Owner:

2.1. The City shall be responsible for the construction and all costs associated with the construction of the Improvements.

2.2. The City shall install one ADA approved Wheel Chair Ramp at the approximate location designated in Exhibit "A".

2.3. The City contractor for the construction of the 2006 ADA RAMP PROJECT shall be responsible for protecting all existing utilities and improvements not designated for removal and shall restore damaged or relocated utilities and improvements to a condition equal to or better than they were prior to such damage or relocation.

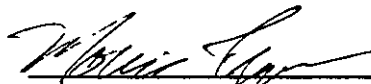
2.4. The City Contractor will perform landscape restoration of any landscape damaged during construction.

4. Enforcement. This Agreement may be enforced by either party in any appropriate court of law.

5. Lawful Agreement. The parties represent that each of them has lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, bylaws, and other legal requirements applicable to their operation.

6. Utah Law. This contract shall be interpreted pursuant to the laws of the State of Utah.
7. Time of Essence. Time shall be of the essence of this Agreement.
8. Interpretation of Agreement. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include the other gender. The paragraph and section headings contained in this Agreement are for convenience only and do not constitute a part of the provisions hereof.
9. Amendments. No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by written agreement.
10. No Presumption. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that both parties have participated in the preparation hereof.
11. Binding Effect. This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.
12. Complete Agreement. This Agreement 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.
13. Incorporation of Recitals. The Recitals to this Agreement are hereby incorporated into the Covenants section of this Agreement as if fully set forth herein.

RECOMMENDED BY

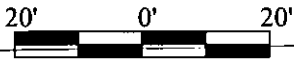


Morris Flygare, Project Engineer

Street

Parcel 12

ENT 52409:2006 PG 5 of 6



1600 North Street

Title Line

Title Line

QuitClaim
Area = 28 Sq. Ft.

QuitClaim
Area = 22 Sq. Ft.

Parcel 13

275 West Street

Parcel 14

6' PUE

Exhibit

2006 ADA RAMP PROGRAM

1600 North 275 West

X/STORM/1600 North Intersection/dwg/ADA ROW.dwg

"A"

CITY OF OREM

DEVELOPMENT SERVICES
ENGINEERING DIVISION
56 NORTH STATE ST
OREM, UT 84057



2006 ADA PROGRAM, Parcel 14

**QUIT CLAIM DEED
EXHIBIT "B"**

When Recorded send copy to:

Harley Gillman
1572 North 275 West
Orem Utah, 84057

Harley M. Gillman, Trustee of the Harley M. Gillman Trust of May 27 1972, **GRANTOR**, does hereby Quit Claim to The City of Orem, a municipal corporation organized and existing under the laws of the State of Utah, with it's principal office located at 56 North State, Orem, Utah, **GRANTEE**, for the sum of Ten Dollars and other valuable consideration, a parcel of real property located in the SE Quarter of Section 3, T. 6 S., R 2 E., S.L.B. & M., and more particularly described as follows:

Commencing at a point which is S. 89°44'09" W. 1808.74 feet along the 1/4 Section Line and South 6.43 feet from the East 1/4 Corner of Section 3, T. 6 S., R. 2 E., S.L.B. & M., to the point of beginning, (which point is on the NW Corner of Lot 2 of Many Jane Circle Subdivision, Plat "A"); thence S. 89°18'27" W. 2.68 feet; thence along a non-tangent curve to the Left, the Radius is 15.00 feet, the Arc Length is 23.45 feet, the Chord Bearing is S. 43°39'03" W. the Chord Length is 21.13 feet; thence S. 1°08'07" E. 0.16 feet; thence N. 88°25'28" E. 0.08 feet; thence along a non-tangent Curve to the Right, the Radius is 15.00 feet, the Arc Length is 4.05 feet, the Chord Bearing is N. 6°09'45" E. the Chord Length is 4.04 feet; thence N. 43°49'38" E. 14.97 feet; thence along a non-tangent Curve to the Right, the Radius is 15.00 feet, the Arc Length is 4.05 feet, the Chord Length is N. 81°29'48" E. the Chord Length is 4.04 feet; thence N. 89°13'49" E. 2.39 feet; thence N. 0°57'52" W. 0.03 feet to the point of beginning.

Containing 22 Square Feet.

WITNESS the hand of said Grantor, this _____ day of _____,

Harley M. Gillman

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by Harley M. Gillman who represented and acknowledged that they signed the same.

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

Notary Public