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FILED AT THE REQUEST OF

*City of Orem*

1971 MAR 12 AM 10:18

NOTA PUBLICA  
UTAH COUNTY RECORDER  
DEPUTY *Provo*  
FR *Provo*  
BY *Provo*  
REC'D

*56 Pro State  
Orem*

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VACATION OF EASEMENT  
AND  
DEED OF EASEMENT

WHEREAS, on the 17th day of May, 1971,  
WOODBURY CORPORATION, a Utah corporation; BUYERS SYNDICATE,  
a Utah partnership; and ZIONS COOPERATIVE AND MERCANTILE  
INSTITUTION, a Utah corporation, as Grantors granted unto OREM  
CITY CORPORATION, a municipal corporation existing under the laws  
of the State of Utah, as Grantee (hereinafter "Grantee") for  
and in consideration of One Dollar (\$1.00) and other good and  
valuable considerations, an easement of the width of 7.5 feet  
on either side of a center line covering a tract of land in  
Utah County, State of Utah, and as more particularly described on  
Exhibit "A" attached hereto and by this reference made a part  
hereof; and

WHEREAS, UNIVERSITY MALL SHOPPING CENTER, a general  
partnership (hereinafter "Grantor") is the sole successor in  
interest to fee simple title to the real property which is  
servient to said easement, and

WHEREAS, said easement was granted for the purpose of  
construction, maintenance and operation of a buried pipeline  
for the conveyance of irrigation water, and Grantor and Grantee  
mutually desire that the course of said pipeline and, therefore,  
the center line of the easement be changed in accordance with an  
Agreement between OREM CITY CORPORATION and PROVO BENCH CANAL  
AND IRRIGATION COMPANY and CURTIS DITCH COMPANY dated June 30, 1971

NOW THEREFORE, for good and valuable mutual consideration  
in the sum of One Dollar (\$1.00) and other good and valuable  
consideration, Grantor vacates said easement of the width of  
7.5 feet on either side of said center line described on Exhibit  
"A", and further Grantor grants to Grantee an easement a width  
of 7.5 feet on either side of a center line covering a tract  
of land in Utah County, State of Utah and as more particularly  
described on Exhibit "B", which exhibit is attached hereto and

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*[Handwritten initials]*

by this reference made a part hereof. Said easement granted herein is granted for the purpose of construction, maintenance and operation of a buried pipeline for the conveyance of irrigation water in accordance with the Agreement between Grantee and the PROVO BENCH CANAL AND IRRIGATION COMPANY and CURTIS DITCH CO. dated June 30, 1971. Such easement shall terminate upon the future abandonment of the use of said pipeline, if such event should occur.

IN WITNESS WHEREOF, Grantor executes and delivers said Vacation of Easement and Deed of Easement, and Grantee consents to said Vacation of Easement and accepts said Deed of Easement on this 3rd day of March, 1981.

UNIVERSITY MALL SHOPPING CENTER,  
a joint venture

By Wallace Woodburn  
Joint Venturer

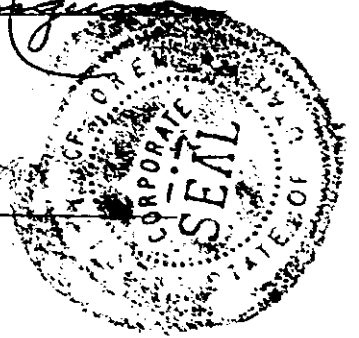
By Orin Rhoadburn  
Joint Venturer

OREM CITY CORPORATION

By James E. Morgan  
Mayor

ATTEST:

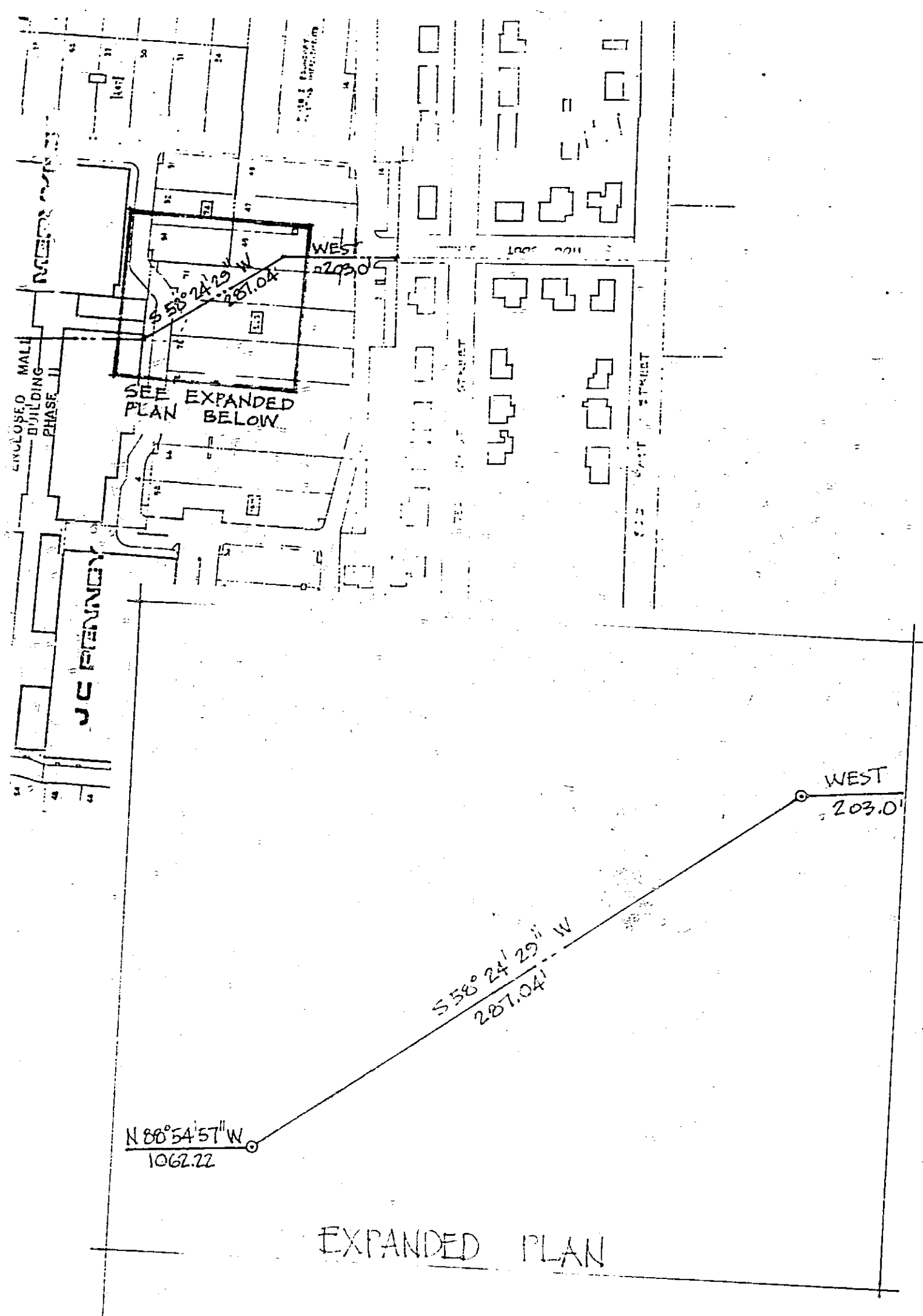
Shirley Hood  
City Recorder

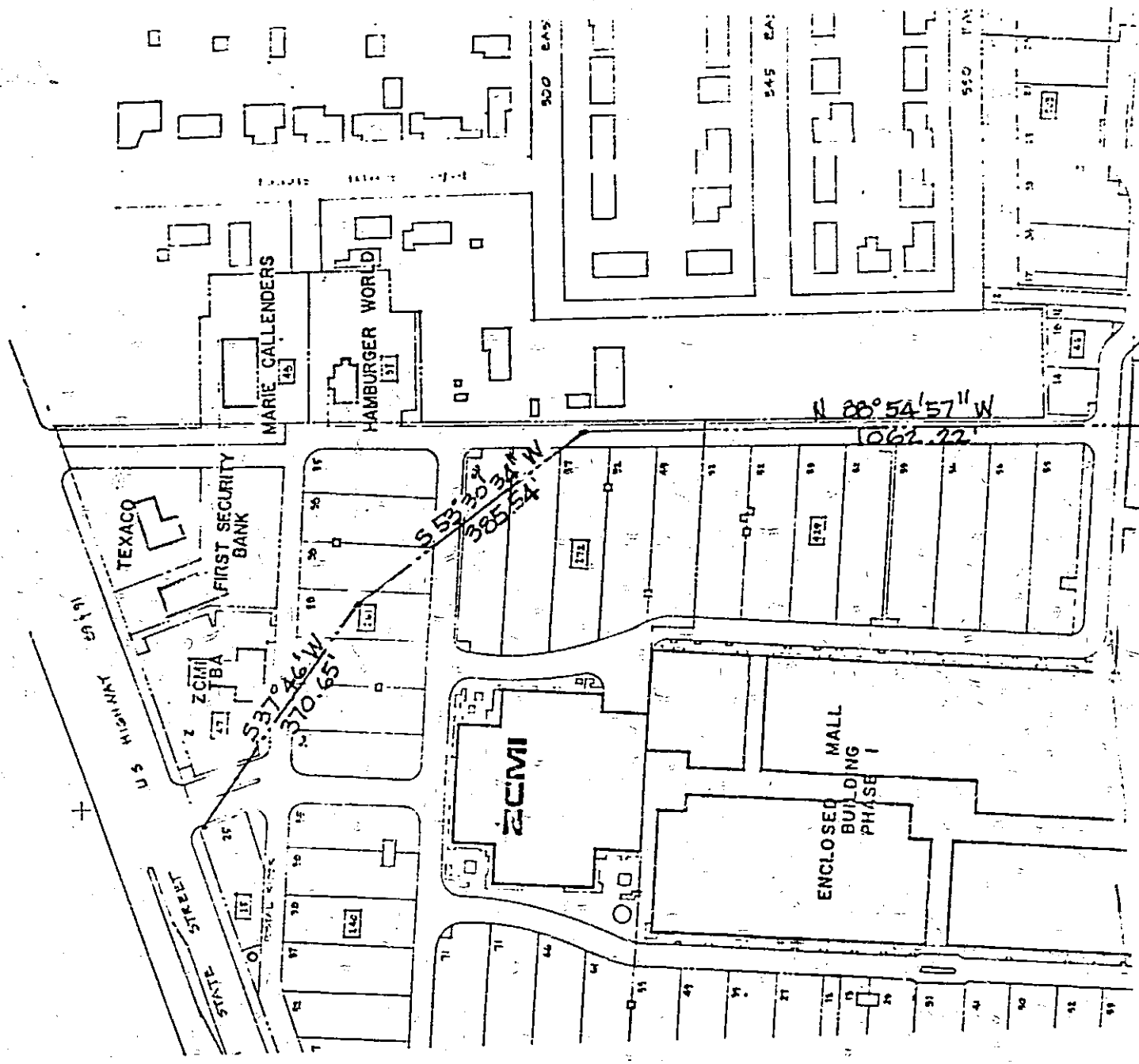


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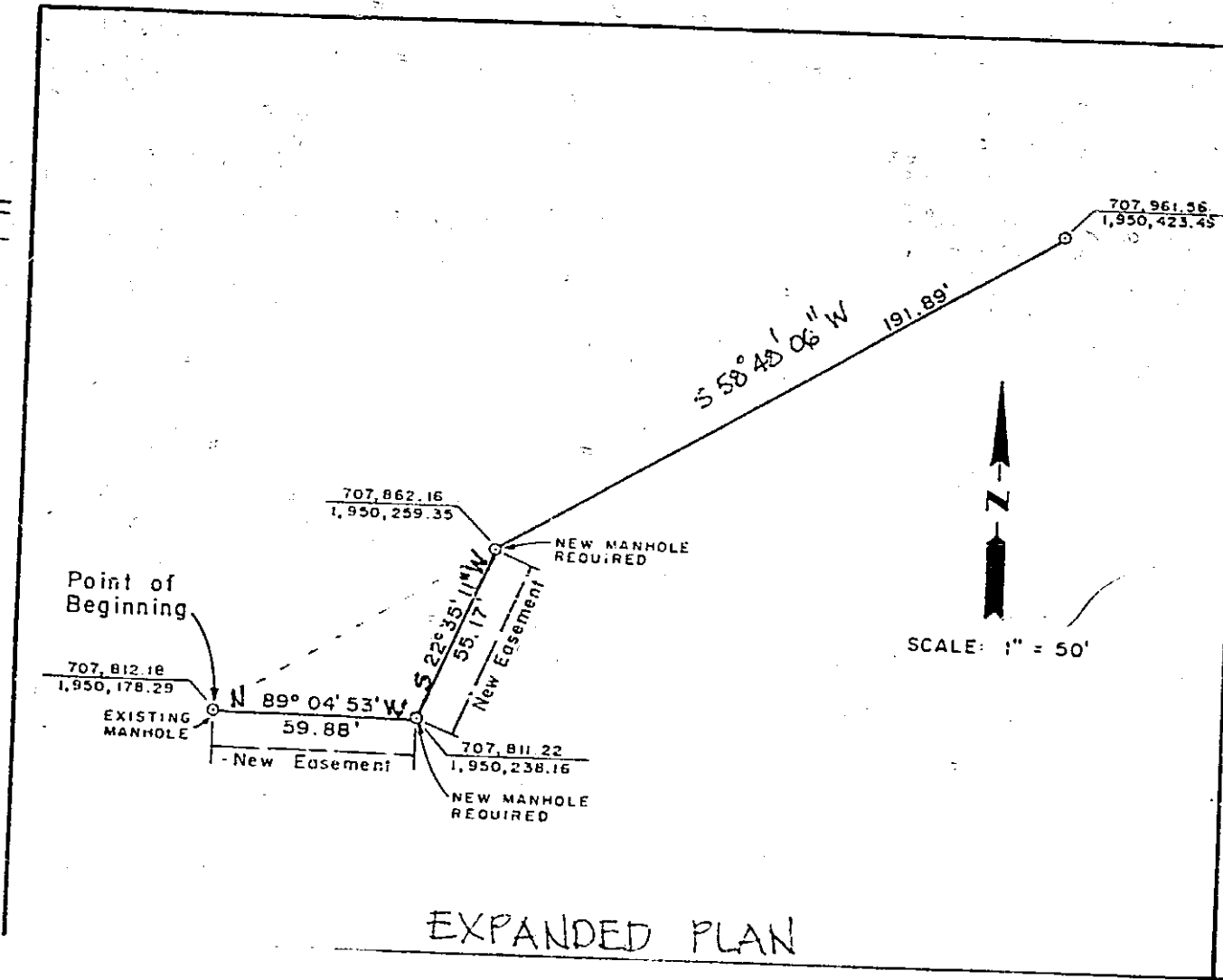
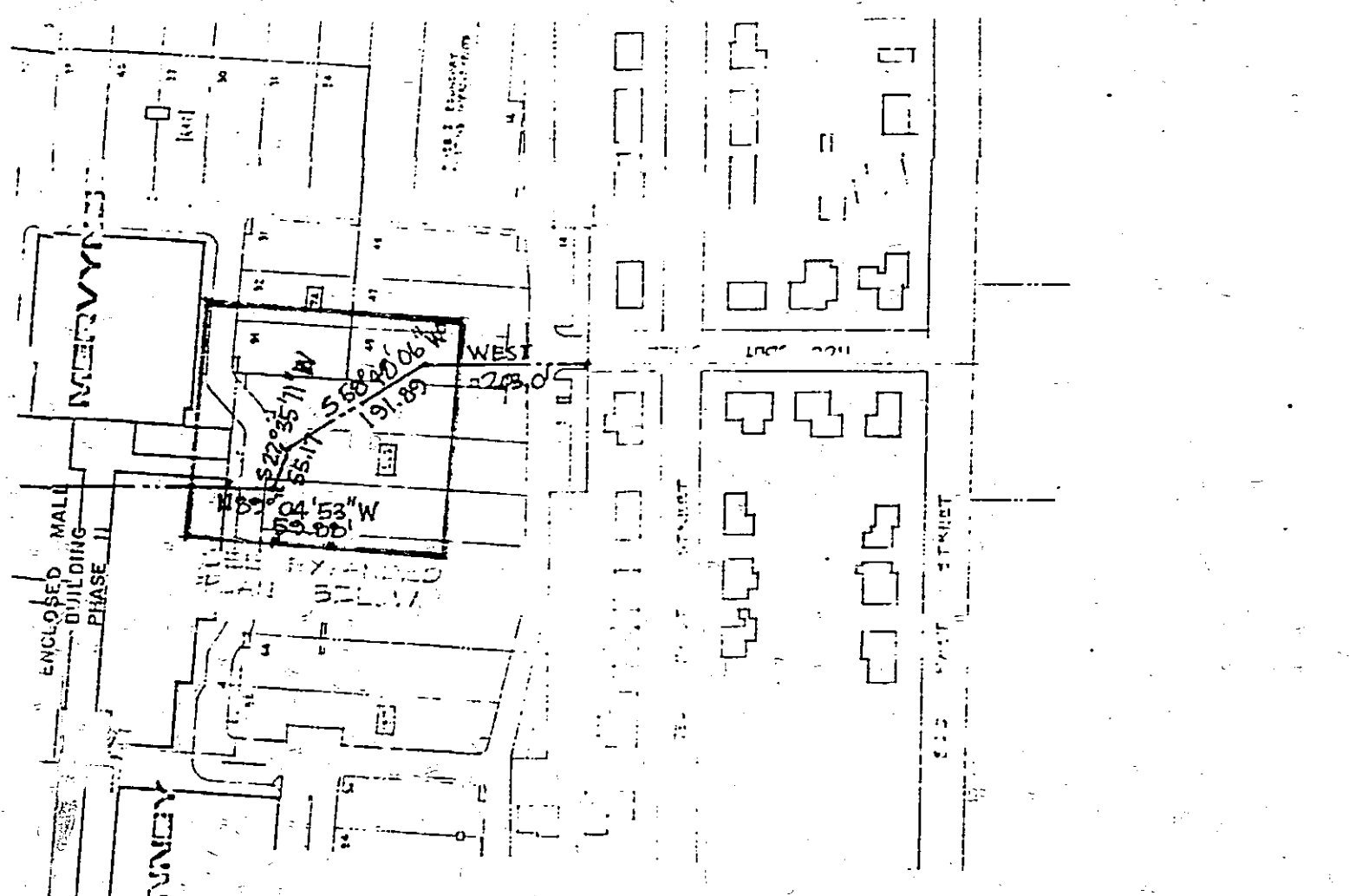
NEW EASEMENT DESCRIPTION

BEGINNING AT A POINT ON THE EXISTING DITCH AT 1100 SOUTH STREET AND 800 EAST, SAID POINT BEING 659.55 FEET NORTH AND 450.5 FEET WEST OF THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 6 SOUTH RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE ALONG THE CENTERLINE WEST 203.00 FEET;  
 THENCE SOUTH 58 48'06" WEST 191.89 FEET;  
 THENCE SOUTH 22 35'11" WEST 55.17 FEET;  
 THENCE NORTH 89 04'53" WEST 59.88 FEET;  
 THENCE NORTH 88 54'57" WEST 1062.22 FEET;  
 THENCE SOUTH 53 30'34" WEST 385.54 FEET;  
 THENCE SOUTH 37 46' WEST 370.65 FEET;  
 TO THE EXISTING DITCH AT U.S. 91 AND 1200 SOUTH.

RESERVING UNTO GRANTORS, THEIR HEIRS, SUCCESSORS AND ASSIGNS, ALL SURFACE AND SUBSURFACE RIGHTS NOT INCONSISTENT WITH THE REASONABLE CONSTRUCTION, OPERATION AND MAINTENANCE OF SAID IRRIGATION PIPELINE, INCLUDING BUT NOT LIMITED TO THE RIGHT TO CONSTRUCT BUILDING IMPROVEMENTS IN ACCORDANCE WITH PLANS ATTACHED HERETO AS EXHIBIT "C", AND PARKING AREA AND STREET IMPROVEMENTS OVER AND UPON SAID EASEMENT AND THE RIGHT TO USE SAID EASEMENT OR ANY PORTIONS THEREOF FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF OTHER UTILITIES AND IMPROVEMENTS WHICH DO NOT PREVENT THE REASONABLE USE OF SAID EASEMENT BY GRANTEEES FOR AN IRRIGATION PIPELINE.

EXHIBIT "B"



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