

RECORDED BY
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PROVO CITY
MAYOR
UTAH GIRL SCOUT COUNCIL

28173
AGREEMENT

THIS AGREEMENT made and entered into this 12th day of ~~August~~ ^{SEPT} 1984, by and between PROVO CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter referred to as "City," and UTAH GIRL SCOUT COUNCIL, hereinafter called "Girl Scouts,"

W I T N E S S E T H:

WHEREAS, the City is the owner of property in the South Fork of Provo Canyon, located south and west of the South Fork Provo Canyon road; and

WHEREAS, the Girl Scouts are the owners of property located in the same canyon known as Trefoil Ranch which adjoins and abuts the City property; and

WHEREAS, both properties are being operated for outdoor scenic and recreational uses; and

WHEREAS, use of the respective properties of the parties will be enhanced by a mutual access agreement and terms and conditions have been agreed upon between the parties to accommodate this mutual use;

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

1. The Girl Scouts grant to Provo City an easement and right-of-way across the Girl Scout property to provide a

24-foot wide access to the City property located west of Trefoil Ranch, the description of the easement to be as shown on Exhibits "A" and "B" attached hereto and made a part hereof by this reference.

2. The described easement on Exhibits "A" and "B" shall be for joint use of the parties and as consideration the City agrees to grade and improve the access road and to perpetually maintain the road located therein in a way to minimize damage to the environment and to maximize the usability of the right-of-way for pedestrian, equestrian and vehicular traffic, while, at the same time, reasonably limiting access so as to minimize trespass, vandalism and fire hazard. The City specifically agrees to revegetate any cuts and fills on the described right-of-way to eliminate visual scars and erosion.

3. It is mutually agreed between the parties that the access road to be installed across the land described in Exhibits "A" and "B" will be a controlled access with three gates to be installed and maintained by the City with interlocking locks so that both parties will have access to use of the right-of-way but to limit access to third persons to those having permission from one or both of the parties, it being their mutual intent that the road in question remain private.

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4. The parties shall mutually cooperate one with the other to prevent trespass, vandalism and harm to the road, gates, property and fixtures of the other and to avoid breach of the peace, soil erosion, littering, graffiti, unreasonable level of vehicular traffic, unreasonable noise and pollution of culinary water sources to the end that the parties and their permittees may reasonably enjoy the natural beauty and seclusion of the area. Toward this end, each shall take reasonable measures to require its permittees to travel only upon the road or mutually designated trails and keep to a minimum use of noisy machinery such as motorcycles and snowmobiles during periods when the other party reasonably expects quietude. In the event of difficulty, each party shall designate a liason agent to communicate with the other and attempt the resolution of any problems.

5. In connection with the right-of-way described above, it is agreed between the parties that deer hunters who have on previous years been allowed to park on the Trefoil Ranch prior to and during hunting season will be provided an alternative parking site by the City on city property with appropriate signage to be posted prior to and during hunting season which will encourage hunters to park other than on Trefoil Ranch.

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6. The Girl Scouts agree to convey by special warranty deed or quitclaim deed to the City a right-of-way interest illustrated by line 3-4 on Exhibit "B." The portion to be described in the special warranty deed is set forth as Parcel 1 in Exhibit "C" hereto. The portion to be described in the quitclaim deed is set forth as Parcel 2 in Exhibit "C." Appropriate deeds will be delivered to the City within 30 days after execution of this agreement.

7. The City hereby grants to the Girl Scouts a continuing right to cross the city-owned property by means of the right-of-way described in Exhibits "A," "B" and "C" and other city-owned property as necessary to allow hikers and horse-back riders to access the nationally owned Forest Service lands to the south and west of Trefoil Ranch. This access privilege though not specifically described, will be considered as limited to established trails and rights-of-way.

8. The City agrees to construct and maintain a live-stock fence to Forest Service Standard on the south boundary of the deed road between points 3 and 4 on Exhibit "B." The City further agrees to construct a fence of post-rail construction equivalent to the Girl Scout fence joining thereto on the Girl Scout north boundary beginning at the new entry gate and west along the north boundary to the steep hill side, between points 1 and 2 on Exhibit "B."

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9. It is further agreed that while Provo City has its road grading and earth moving equipment on the premises for the purpose of building the new road, that City will provide a road base for the Girl Scout entry road and parking lots, but not to exceed 625 yards of road base to be completed not later than October 1, 1984.

10. The City will also provide maintenance for the entry road through the Girl Scout property once a year at the same level as maintenance of its own roads. No charge will be made to Girl Scouts by the City for this service which is given as part of the consideration for the above-recited agreement. Both parties agree that the consideration outlined in this agreement is the full agreed consideration and there is no other consideration either implied or stated.

11. The road in question, as described in Exhibit "A," has been surveyed and described by City without participation or verification by Girl Scouts. Exhibits "B" and "C" were prepared by City without survey or formal title search from materials readily available to City. Exhibit "B" is intended to visually illustrate the approximate location of properties and road but is not intended to be an admission by either party as to actual vesting of title. In the event Exhibit "C" is inaccurate, Girl Scouts shall cooperate with City to provide a substitute instrument of conveyance carrying out

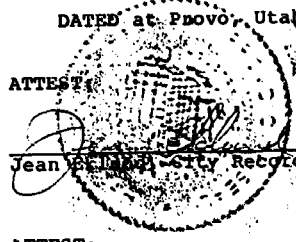
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the intent of this Agreement to the extent that it has the present power to do so, but shall not be liable for damages or required to specifically perform.

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

ATTEST:

Jean Williams, City Recorder



PROVO CITY CORPORATION

By James E. Ferguson, Mayor

UTAH GIRL SCOUT COUNCIL

ATTEST:

By Constance C. Gates
Constance C. Gates
President

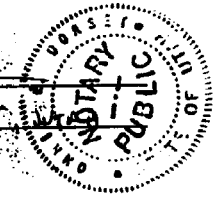
STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On this 12TH day of August, 1984, 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, and that the foregoing instrument was signed

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on behalf of said City as authorized by the Provo City Council.

W. E. Dwyer
NOTARY PUBLIC
Residing at: Provo, Utah



My Commission Expires:

08-27-85

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

On this 28th day of August, 1984, personally appeared before me Constance C. Gates, who is the President of the Utah Girl Scout Council and that the within and foregoing instrument was signed in behalf of said non-profit corporation as authorized by its Board of Directors.

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Con. C. Gates
NOTARY PUBLIC
Residing at: Salt Lake

My Commission Expires:

11-19-87

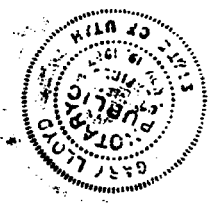


EXHIBIT "A"

A 42 foot wide easement through the Utah Girl Scout Council property the centerline of which is described as follows:

Commencing at a point in the south line of the Provo City property which is 21.42 feet South 89 degrees 44' 24" West from the Southeast corner of said city property. The point is also South 644.18 feet and East 1184.69 feet from the Southwest corner of Special Section 38, Section 6, T.6 S., R.4 E., S.L.M.; thence South 8 degrees 45' 39" East for a distance of 16.31 feet; thence South 0 degrees 47' 51" West for a distance of 69.36 feet; thence South 16 degrees 7' 4" West for a distance of 66.24 feet; thence along a curve to the left having a radius of 45.00 feet and an arc length of 54.28 feet, being subtended by a chord of South 18 degrees 26' 10" East for a distance of 51.05 feet; thence South 52 degrees 59 minutes 25 seconds East for a distance of 50.02 feet; thence North 37 degrees 0' 34" East for a distance of 39.36 feet; thence North 19 degrees 20' 5" East for a distance of 168.73 feet; thence North 4 degrees 0' 3" West for a distance of 97.63 feet; thence North 20 degrees 25' 52" East for a distance of 65.89 feet; thence North 41 degrees 24' 40" East for a distance of 145.90 feet to a point on the North line of the Girl Scout property at a county road.

ALSO: A 42 foot wide easement through the Utah Girl Scout Council property in Lot 22, Section 6 to Provo City the centerline of which is described as follows:

Commencing at a point on the South line of the Provo City property, the point is South 647.18 feet and East 523.49 feet from the Southwest corner of Special Section 38, Section 6, T.6 S., R.4 E., S.L.M.; thence South 13 degrees 8' 46" East for a distance of 66.53 feet; thence along a curve to the right having a radius of 60.00 feet and an arc length of 124.27 feet, being subtended by a chord of South 46 degrees 11' 11" West for a distance of 103.22 feet; thence North 74 degrees 28' 52" West for a distance of 104.65 feet; thence along a curve to the right having a radius of 134.00 feet and an arc length of 55.05 feet, being subtended by a chord of North 47 degrees 22' 54" West for a distance of 54.66 feet; thence North 20 degrees 16' 56" West for a distance of 22.97 feet; thence North 3 degrees 18' 7" West for a distance of 48.81 feet to a point on the South line of said Provo City property.

EXHIBIT "B"

Cross-hatched ownership plat indicating road and points (1) where road base is to be provided; (2) where fence will be placed; and (3) deeded land.

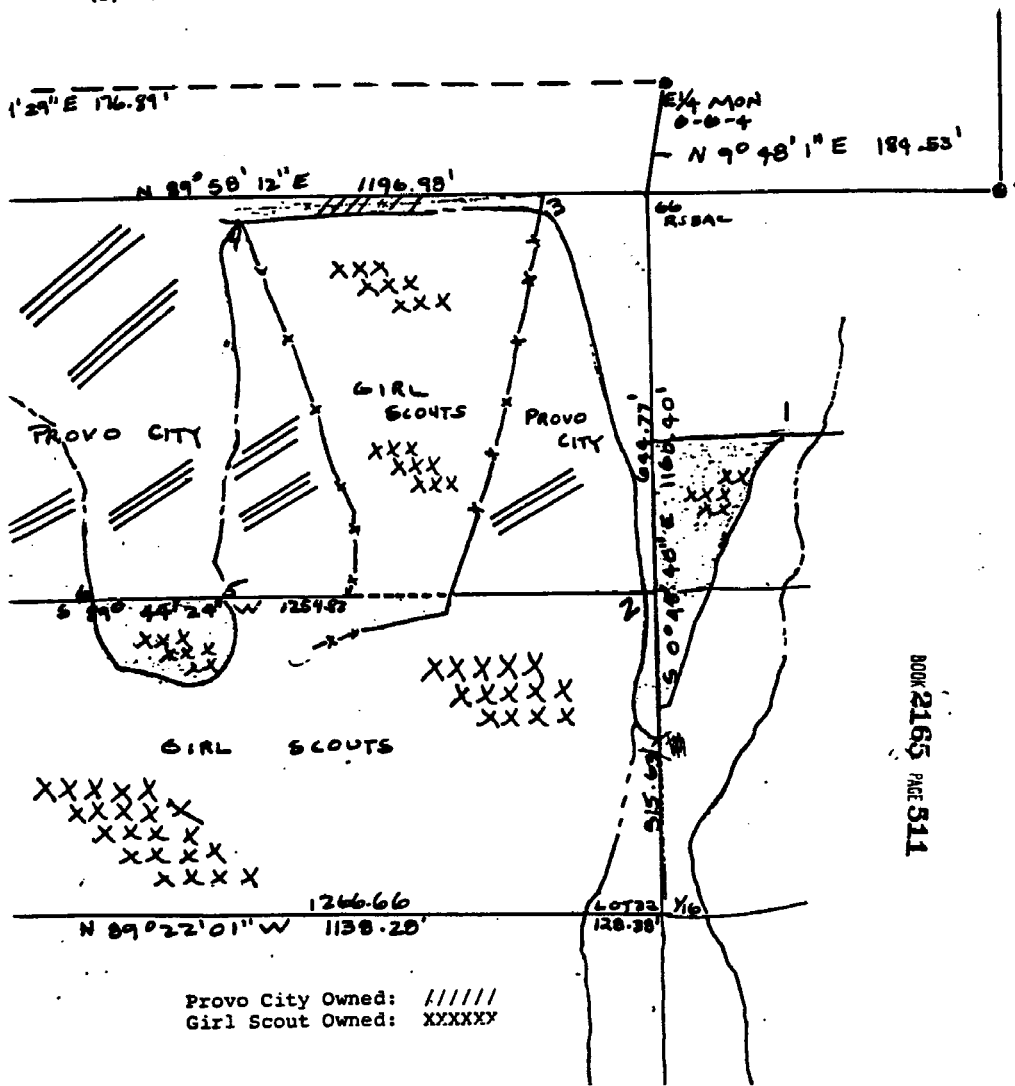


EXHIBIT "C"

Parcel 1

A 24 foot wide strip of property being bounded on the North by the Scott Wallace fence line. Commencing at a fence line intersection which is North 89 degrees 57' 44" East 544.31 feet and South 12 degrees 48' 26" East 16.53 feet from the Southwest corner of Special Section 38, Section 6, T.6 S., R.4 E., S.L.M. as monumented; thence North 88 degrees 23' 13" East for a distance of 472.31 feet; thence South 6 degrees 16' 55" West for a distance of 24.23 feet; thence South 88 degrees 23' 13" West for a distance of 464.23 feet; thence North 12 degrees 48' 27" West for a distance of 24.47 feet to the point of beginning.

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

Said property contains .258 acres more or less.

Parcel 2

Property which is North of the Scott Wallace fence line and South of the Girl Scouts North deed line which is the South line of Special Section 38, Section 6. Commencing at a Provo City Monument which is North 89 degrees 57' 44" East 544.31 feet from the Southwest corner of Special Section 38, Section 6, T.6 S., R.4 E., S.L.M. as monumented; thence North 89 degrees 57' 44" East for a distance of 476.14 feet; thence South 6 degrees 16' 55" West for a distance of 3.16 feet; thence South 88 degrees 23' 13" West for a distance of 472.31 feet; thence North 12 degrees 48' 26" West for a distance of 16.53 feet to the point of beginning.

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

Said property contains .105 acres more or less.