

ORDINANCE NO. 2024-06

AN ORDINANCE OF THE PLEASANT GROVE CITY COUNCIL, UTAH COUNTY, UTAH, PERMANENTLY ABANDONING A PERPETUAL EASEMENT OF 396 SQUARE FEET FOR CONSTRUCTION AND MAINTENANCE OF WATER LINES OVER PROPERTY LOCATED IN THE BLOSSOM HILL SUBDIVISION AT APPROXIMATELY 1099 EAST AND 200 SOUTH PLEASANT GROVE CITY, UTAH AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City was granted a perpetual easement in 1937 for a small strip of land four feet wide and ninety-nine feet long (approximately 396 square feet total) for the placement, construction and maintenance of a water line; and

WHEREAS, said easement was recorded as entry #641 in Book 357 at Page 516 with the Utah County Recorder; and

WHEREAS, currently there are no existing water lines in this area; and

WHEREAS, the development of Blossom Hill Subdivision will provide new waterlines in the public right of way; and

WHEREAS, the City Council has determined that there is good cause for the action and that the action will not be detrimental to the public interest, nor materially injure any person or the public interest; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of Pleasant Grove City, Utah County, State of Utah, as follows:

SECTION 1:

1. The Mayor is authorized to sign the "Vacation of Easement" document which will be recorded at the Utah County Recorders Office as described in Exhibit "A" and incorporated herein.
2. Said vacation shall not impair any right-of-way or easement of any lot owner(s); or the franchise rights of any public utility.
3. The Mayor is authorized to execute all documents related to vacating the described easement.

SECTION 2:

SEVERABILITY. The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable. If any such section, paragraph, sentence, clause, or phrase shall be declared invalid or unconstitutional by the valid judgment or decree of a Court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance.

SECTION 3: EFFECTIVE DATE. This ordinance shall take effect immediately upon its passage and shall be posted or published as required by law.

SECTION 4: APPROVED AND ADOPTED AND MADE EFFECTIVE by the City Council of Pleasant Grove City, Utah County, Utah, this 19th day of March, 2024.

~~Guy Fugal, Mayor~~
 Mayor Todd Williams
 Pro Tem

ATTEST:

Wendy Thorpe
 Wendy Thorpe, CMC
 City Recorder



Motion: Council Member Anderson

Second: Council Member LeMone

<u>ROLL CALL</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
Mayor Guy L. Fugal	_____	_____	_____	_____
Dianna Andersen	<u>X</u>	_____	_____	_____
Steve Rogers	<u>X</u>	_____	_____	_____
Eric Jensen	<u>X</u>	_____	_____	_____
Cyd LeMone	<u>X</u>	_____	_____	_____
Todd Williams	<u>X</u>	_____	_____	_____

CERTIFICATE OF POSTING ORDINANCE
Pleasant Grove City Corporation

I, the duly appointed recorder for the City of Pleasant Grove, hereby certify that a summary of the foregoing Ordinance No. 2024-06 was posted on the State (<http://pmn.utah.gov>) website on this 20 day of March, 2024.

Dated this 20 day of March, 2024.

Wendy Thorpe
Wendy Thorpe, CMC, City Recorder

WHEN RECORDED MAIL TO:

Pleasant Grove City
70 South 100 East
Pleasant Grove, Utah 84062

VACATION OF EASEMENT FOR RIGHT-OF-WAY

PLEASANT GROVE CITY, a municipal corporation of the State of Utah, hereby vacates an exclusive easement and right of way on the parcel of land and created by Easement of Right-of-Way recorded July 15, 1941 as Entry No. 6541 in Book 357 at Page 516 located in Utah County, State of Utah. The easement that is vacated by this instrument is described as follows:

A strip of land 4 feet wide 2 feet each side of following described center. Commencing at a point 9.70 chains South and 698 Feet East from the N.W. Cor. Of Sec. 27, T5 So. R 2 E. SLB&M Thence North 99 Feet.

IN WITNESS WHEREOF, this exclusive easement is hereby vacated by the undersigned on this 19 day of March, 2024.

PLEASANT GROVE CITY, a municipal corporation

AUTHORIZED CITY OFFICIAL

Todd N. Williams Mayor Pro Tem
(Print Name)

[Signature]
Signature

March 19, 2024
Date Signed

Mayor Pro Tem
Title

State of Utah

ss

County of Utah

On the 19 day of March, 2024, personally appeared before me Todd N. Williams, the signer of the foregoing instrument, who duly acknowledged to me that s/he executed the same.

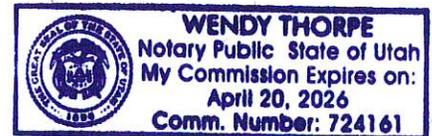
NOTARY PUBLIC

(Print Name) Wendy Thorpe

Wendy Thorpe
Signature

4-20-2026
My Commission Expires

Residing in Salt Lake County, State of Utah



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The foregoing Deed is hereby accepted by Pleasant Grove City upon the terms and conditions stated therein and said City does hereby agree to perform and comply with all conditions and acts therein provided by it to be performed.

WITNESS, The name and seal of Pleasant Grove City hereto affixed by its Mayor thereunto authorized by resolution of the city council of Pleasant Grove City duly passed and adopted this 21 day of May, A. D. 1936.

PLEASANT GROVE CITY, a municipal corporation

By S. A. Kark Its Mayor and S. LeGrand White Its Recorder



RECORDED AT 11 A.M.

(Sec. 1)

JUL 15 1941

ELOISE P. FILLMORE, UTAH COUNTY RECORDER

6541

EASEMENT FOR RIGHT-OF-WAY

Benjamin F. Adams and

Margaret A. Adams his wife, Grantors, of Pleasant Grove, Utah County, State of Utah, hereby convey AND WARRANT to Pleasant Grove City, a municipal corporation, of the State of Utah Grantee for the sum of \$200.00 Dollars, (Two Hundred No/100) and other good and valuable considerations, the receipt of which is hereby acknowledged, the right, privilege and authority to construct, lay, operate, maintain and remove its water lines, pipe lines, gates, and boxes, including the necessary conduits and fixtures upon, over through and across the property of the grantors, which they own, or in which they have any interest, which property is located in the County of Utah, State of Utah, and is bounded and described as follows, to-wit:

A strip of land 4 Feet wide 2 Feet each side of following described center. Commencing at a point 9.70 chains South and 698 Feet East from the N. W. Cor. of Sec. 27, T 5 So. R 2 E. S I. B & M Thence North 99 Feet.

Together with right of ingress, egress and regress to and from said lines and right-of-way, over and across, upon and through the above described property, with the right to the use of all rights-of-way or easements incident to said land.

The said Grantee shall have the right to go upon said lands at all times, for the purpose of repairing, maintaining, replacing, and operating its water mains, lines and gates.

The City agrees to pay the grantors all damages caused by it in the operation of its water works system through the property of the grantors; said damages, if any, to be determined by three disinterested appraisers. One to be appointed by the City, one by the grantors, and they to choose a third.

WITNESS the hands of said Grantors this 23rd day of Dec 1937.

SIGNED IN THE PRESENCE OF :

[Signature]

Benjamin F. Adams, Mrs. Bess Adams, Margaret A. Adams

STATE OF UTAH : : SS. COUNTY OF UTAH :

On the 23rd day of Dec, 1937, personally appeared before the signers of the within instrument, who duly acknowledged

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To me that they executed the same.



Junius A. Nest
Notary Public

Commission expires:

Residence:

Aug 20, 1939.

Pleasant Grove, Utah

RECORDED AT 11:06 A.M.

JUL 15 1941

ELOISE P. FILLMORE,
UTAH COUNTY RECORDER

Horace Monson

6542

ASSIGNMENT FOR RIGHT-OF-WAY

Horace E. Monson

and

his wife, Grantors,
of Pleasant Grove, Utah County, State of Utah, hereby convey
in full and forever to Pleasant Grove City, a municipal corporation,
of the State of Utah, Grantee
for the sum of Fifty and no/100 Dollars, (\$50.00)
and other good and valuable considerations, the receipt of which
is hereby acknowledged, the right, privilege and authority to
construct, lay, operate, maintain and remove its water lines,
pipe lines, gates, and boxes, including the necessary conduits
and fixtures upon, over through and across the property of the
grantors, which they own, or in which they have any interest,
which property is located in the County of Utah, State of Utah,
and is bounded and described as follows, to-wit:

A strip of land 1 rod wide, $\frac{1}{2}$ rod each side of following
described center. Commencing at a point 5.73 chains N. and
18.25 chains East, from the S. W. Cor. of the S. E. $\frac{1}{4}$ of Sec. 21
T 5 S. R. 2 E. S 1 E & M, thence S. 51°00' E. 31 feet, thence
S 42°00' E. 161 feet.

Together with right of ingress, egress and regress to and from
said lines and right-of-way, over and across, upon and through
the above described property, with the right to the use of all
rights-of-way or easements incident to said land.

The said Grantee shall have the right to go upon said lands
at all times, for the purpose of repairing, maintaining, re-
placing, and operating its water mains, lines and gates.

The City agrees to pay the grantors all damages caused by it
in the operation of its water works system through the property
of the grantors; said damages, if any, to be determined by three
disinterested appraisers. One to be appointed by the City, one
by the grantors, and they to choose a third.

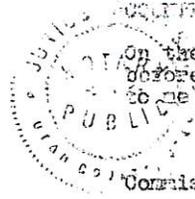
WITNES the hands of said Grantors this day of 1937.

SIGNED IN THE PRESENCE OF :

J. A. Nest

Horace E. Monson
Bernice S. Monson

STATE OF UTAH :
COUNTY OF UTAH : SS.



On the 10th day of December, 1937, personally appeared
before the signers of the within instrument, who duly acknowledged
to me that they executed the same.

Junius A. Nest
Notary Public

Commission expires:

Residence:

Aug 20, 1939.

Pleasant Grove, Utah

RECORDED AT 11:06 A.M.

JUL 15 1941

ELOISE P. FILLMORE,
UTAH COUNTY RECORDER