

1979433

BOOK 2155 PAGE 287

Recorded FEB 13 1964 at 4:33 P.M.  
 Request of SALT LAKE COUNTY  
 Fee Paid HAZEL JAGGART CHASE  
 Recorder, Salt Lake County, Utah  
 \$ None By [Signature] Deputy  
 Ref. \_\_\_\_\_

AGREEMENT

This Agreement entered into this 7th day of February,  
 1964, by and between TRACY-COLLINS BANK & TRUST COMPANY, Seller,  
 and the BOARD of COUNTY COMMISSIONERS, SALT LAKE COUNTY, UTAH,  
 Buyer,

W I T N E S S E T H:

WHEREAS, Seller is the owner of certain parcels of real  
 property located in Kearns, Utah, Salt Lake County, State of Utah, which  
 property has been improved with curbs, gutters and adjoining streets, and  
 could be developed into building lots, and

WHEREAS, Purchaser has determined that said property will  
 be needed in the future as part of a highway system for state or county roads,  
 but the plans and financing for the same is not complete at this time, and

WHEREAS, it is to the best interests of the parties hereto that  
 said property not be developed as homesites, but should be acquired by the  
 purchaser so it can be utilized for highway purposes.

NOW, THEREFORE, in consideration of the payment to be made  
 by Purchaser to Seller provided hereafter, and in further consideration of the  
 premises, it is agreed as follows:

1. Property Sold: Tracy-Collins Bank & Trust Company  
 Special  
 agrees to sell and convey by Warranty Deed to Salt Lake County, on payment  
 of the purchase price provided hereafter, the following described tracts of  
 land located in Salt Lake County, Utah:

- (a) Commencing at a point on the northeast corner  
 of Block 79, Lot 230, Hoffman Heights 12,  
 which point is S 0°08'30" East 2522 ft., and N  
 89°54'30" West 162.31 ft. from the NE corner,  
 Sec. 18, T2S, R1W, Salt Lake Base & Meridian,  
 and running thence S 89°54'30" E, 80 ft; thence

S 0°08'30" E, 118 ft; thence N 89°58'29" West 80 ft; thence N 0°05'30" E, 118.19 ft., more or less, to the point of beginning.

- (b) Beginning at a point on the North line of Section 7, T 2 S, R 1 W, SLBM, and said point being North 89°57'40" West 800.0 feet from the Northeast corner of said Section 7, and running thence North 89°57'40" West 520.34 feet; thence South 0°10'31" West 78.84 feet; thence South 89° 54'30" East 471.34 feet to a point of curve; thence Easterly along the arc of a 140.64 foot radius curve to the left 48.65 feet, the center of said curve at this point bears North 0°05'30" East; thence North 0°05'30" East 77.46 feet to the point of beginning.
- (c) Beginning at a point South 89°58'20" E. 40 feet from the Northwest corner of Section 7, Township 2 South, Range 1 West, SLBM, and running thence South 89°58'20" East 2603.10 feet to the North quarter corner of Section 7; thence South 89°57'40" East 658.74 ft; thence South 0°05'30" West 78.61 feet; thence North 89°54'30" West 3262.61 feet; thence North 0°05'30" East 75.044 feet to beginning. Less Mountain Fuel Supply Company property described as follows:

Beginning at a point which is South 89°58'20" East 2594.61 feet and South 0°05'30" West 33.0 feet from the Northwest corner of Section 7, Township 2 South, Range 1 West, SLBM, and running thence South 89° 58'30" East 30.0 feet; thence South 0°05'30" West 45.016 feet; thence North 89°54'30" West 30.0 feet; thence North 0°05'30" East 44.983 feet to the point of beginning. Net acreage: 6.28 acres.

- (d) Beginning at the Northeast corner of Section 12, T 2 S, R 2 W, thence N 89°58'20" W 600 ft; thence S 0°05'30" West 104.42 ft; thence S 89°58'20" East 600 ft; thence N 0°05'30" East, 104.42 ft. to the point of beginning, less the following property conveyed to Kearns Improvement District:

Beginning at a point which lies South 33.00 feet and West 40.00 feet, more or less, from the Northeast corner of said Section 12, said point being in the South right-of-way line of 4700 South Street and West 40.00 feet from the centerline of 4800 West Street; thence West 22.00 feet; thence S 36°00' West 55.00 ft; thence S 54°00' East 35.00 ft; thence East 26.01 ft; thence North 65.07 ft. to the point of beginning.

- (e) Beginning at a point on the North line of 4715 South, which point is N. 89°57'40" West 1320.34 ft, and S. 0°10'30" East 78.84 ft. from the NE corner of Sec. 7, T. 2 S, R 1 W, SLB & M, and running thence S 0° 10'30" East, 80 ft; thence N 89°57'40" West 1.25 ft., more or less; thence N 80 ft; thence S 89°57'40" East 1.23 ft. to the point of beginning.
- (f) Beginning on the North line of 4715 South at a point which is S 89°57'40" E 659.51 ft. and S 0°05'30" West 78.84 ft. from the North quarter corner of Sec. 7, T 2S, R 1 W, and running thence S 0°05'30" West 80 ft; thence S 89°57'40" East 1.30 ft. more or less; thence N 80 ft; thence N 89°57'40" West 1.26 ft. to the point of beginning.

2. Purchase Price. The total purchase price for the above-described property shall be the sum of \$33,700.00, payable as follows:

- (a) \$8700.00 upon execution of this agreement.
- (b) \$12,500.00 on or before February 1, 1965.
- (c) \$12,500.00 on or before February 1, 1966.
- (d) Interest at 5% per annum shall be paid upon the unpaid balance, said interest payable annually on or before February 1st of each year.

3. Accelerated Payments. In the event purchaser determines to build roads upon said property prior to the date of final payment, it shall make payment in full for any balance unpaid at such time as it enters upon the property in order to begin improvements and construction of roads thereon.

4. Conveyance of Title. Upon receipt of payment of \$8,700.00, title to parcel (a) shall be conveyed to Salt Lake County. Title to no other parcel shall be conveyed until full payment of the balance of the purchase price is made.

5. Responsibilities. On the effective date of this Agreement until such time as payment in full is made, Seller shall not be responsible for policing the property, keeping it free and clear of weeds or growth, but

the responsibility for the control and maintenance of such property shall be that of purchaser. Because Seller shall not have the right to the use, or the occupancy of said property, it is understood that if Seller chooses, it may file a petition annually with the proper taxing authorities for an abatement of any taxes on said property.

IN WITNESS WHEREOF, the respective parties have hereunto affixed their hands and seals the day and year first above written.

TRACY-COLLINS BANK & TRUST COMPANY

By

Paul Paine  
Seller

BOARD of COUNTY COMMISSIONERS  
of SALT LAKE COUNTY, UTAH

By

C. W. Duck Bradley  
Chairman Buyer

Frank H. Wellington  
County Clerk

