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Recorded AUG 19 1975 at 11:32 a.m.

RIGHT OF WAY AGREEMENT

Request of SALT LAKE COUNTY COMMISSIONER CLERK
KATIE L. LEMON, Recorder
Salt Lake County, Utah

Project No. CR-220(2) Project Location 3900 South
Parcel No. 65 Address 585 East 3900 South NOFFE By [Signature] Deputy

This AGREEMENT is made and excuted this 18th day of REF AUGUST, 1975, by and between Marinus C. Halling & Mina C. Halling, his heirs, hereinafter referred to as SELLER, which expression shall include their heirs, executors, administrators, and assigns, and SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as COUNTY.

IN CONSIDERATION of the covenants and conditions set forth herein it is mutually agreed by the parties hereto as follows:

1. SELLER agrees to sell, convey, and COUNTY agrees to purchase the real property described in Warranty Deed #CR-220(2); 65 subject to the terms and conditions contained herein.

2. SELLER agrees that all liens and encumbrances against the real property herein be released and discharged before final conveyance of said real property to COUNTY.

3. SELLER AND COUNTY agree that Larry Naylor of SL County Real Est. Dis shall act as escrow agent under the terms of this Agreement for the parties hereto. Upon approval of this Agreement by the Salt Lake County Board of Commissioners, said escrow agent shall send written notice thereof to SELLER. It is further agreed that SELLER shall deliver to said escrow agent an executed Warranty Deed conveying to COUNTY marketable title to the real property herein on or before.

4. SELLER and COUNTY agree that time is of the essence of this Agreement.

5. If either party shall default in any of the covenants or agreements contained herein, the defaulting party agrees to pay all expenses of enforcing this Agreement or of any expenses arising out of breach of this Agreement, including a reasonable attorney's fee.

6. It is agreed that the terms herein constitute the entire Agreement between SELLER and COUNTY and that no verbal statement made by anyone relative to this agreement shall be construed to be a part of this Agreement unless incorporated in writing herein.

7. SELLER and COUNTY agree further that this Agreement shall not be considered final until approved and executed by the Salt Lake County Board of Commissioners.

8. Salt Lake County to pay cash in full, the amount of \$648.00 for the land described in Warranty Deed #CR-220(2); 65, and for improvements listed seperately.

9. Sellers agree to pay all taxes assessed against this property up to and including 1974, and prorated share of taxes and assessments for 1975.

10. Salt Lake County to pay closing fees and title insurance, if any.

RWS 11. It is agreed that the right of way granted pursuant to this agreement shall be subject to the following conditions:

a. Salt Lake County to replace a chain link fence 44 feet long by 3 feet high with top rail. Said fence to be set in concrete retaining wall 11" high by 6" wide and faced with 11" high by 4" wide precast concrete with exposed aggregate. Said fence to be installed along new property line.

b. Salt Lake County to replace sprinkler heads along inside edge of new fence.

c. Salt Lake County to pay for construction of type "A" curb & gutter and a 4 foot concrete sidewalk.

D. Salt Lake County to provide Sellers access to Big Ditch water along 3900 South Street.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this day of AUGUST 18, 1975.

RECOMMENDED FOR APPROVAL:

By Richard M. Rankoeki Acquisition Officer

By [Signature] Salt Lake County Clerk

ATTEST

[Signature] Salt Lake County Clerk

SELLER(S):

X Mina C. Halling

X Marinus C. Halling

BUYER:

Salt Lake County

By [Signature] Board of County Commissioners

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