

EASEMENT/PURCHASE AGREEMENT

RE 2752

Project No. FV 97-0229 Project Van Winkle Storm Drain  
Parcel No. #3 Location 4791 South 900 East  
Mailing Address Spring Run Corporation 6322 South 3000 East  
Suite #120 Salt Lake City, Utah 84121

This AGREEMENT is made and executed this 30<sup>th</sup> day of MARCH, 2001, by and between Spring Run Corporation, hereinafter referred to as SELLER, which expression shall include their heirs, 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 deliver to the herein mentioned escrow a permanent easement interest to COUNTY on, over, across and under the real property described in attached Exhibit "A" Perpetual Easement for the purpose of construction, operation, maintenance, inspection, cleaning and repair of a drainage facility and appurtenant parts thereof.

2. IN CONSIDERATION of the sale and conveyance of said Right of Way, COUNTY shall pay the SELLER the amount of \$ ~~35,579~~ 37,622, payable as follows: one lump sum. Compensation includes \$19,579 for landscape replacement on sellers parcel and parcel leased by seller from Salt Lake City. Said cost is based on bid from GroundKeepers Maintenance Inc. October 16, 2000.

3. SELLER and COUNTY understand and agree that this Agreement shall not be considered final until approved and executed by the Salt Lake County Mayor.

4. SELLER and COUNTY agree that David Lewis of Real Estate Department shall act as escrow agent in accordance with the terms of this Agreement for the parties hereto.

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

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

7. It is agreed that the right of way granted pursuant to this Agreement shall be subject to the following conditions:

- a. The COUNTY and its agents and contractors, in performance of any work on the Right of Way, shall restore all property through which work traverses, to as near its original condition as is reasonably possible.
- b. SELLER and its successors in interest shall have the right to use said property, except for the purposes said property is conveyed to COUNTY, provided such use shall not interfere with or endanger COUNTY'S Easement or facilities constructed thereon.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 30<sup>th</sup> day of MARCH, 2001.

RECOMMENDED FOR APPROVAL:

By [Signature]  
Acquisition Officer  
By \_\_\_\_\_  
Chief Appraiser

SELLER(S): Spring Run Corporation  
By [Signature]  
Title President

BUYER: Salt Lake County  
By [Signature]  
Mayor or Designee

7868224

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EASEMENT/PURCHASE AGREEMENT

Spring Run Corporation

Project No. FV 97-0229

Parcel No. 3

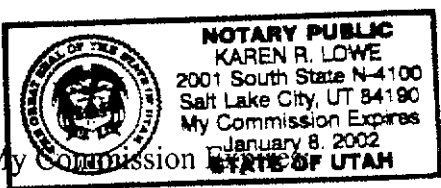
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STATE OF UTAH )

: ss.

County of Salt Lake )

On this 30 day of March, 2001, personally appeared before me David Marshall, who being duly sworn, did say that (s)he is the Chief Administrative Officer of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.



Karen R. Lowe  
NOTARY PUBLIC  
Residing in Salt Lake County, UT

BK8445PG0694

Exhibit "A"

WHEN RECORDED, RETURN TO:  
SALT LAKE COUNTY REAL ESTATE SECTION

### PERPETUAL EASEMENT

SPRING RUN CORPORATION, a Utah Corporation, County of Salt Lake, State of Utah, GRANTOR(s), hereby Grant(s) and Convey(s) to SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, a perpetual easement, upon part of an entire tract of property, situate in the NE¼ NW¼ of Section 8, Township 2 South, Range 1 East, Salt Lake Base and Meridian, for the purpose of construction, operation, maintenance, inspection, cleaning, and repair of a drainage facility and appurtenant parts thereof. Said part of an entire tract is described as follows:

Beginning at the Northwest corner of said entire tract of property, which point is 204.07 feet S. 0°08'03" W. along the Quarter Section Line and 371.82 feet West from the North Quarter corner of said Section 8; and running thence East 0.56 feet along the northerly boundary line of said entire tract; thence S. 0°01'29" W. 139.00 feet; thence S. 3°04'49" E. 150.56 feet; thence S. 1°12'45" E. 219.88 feet, more or less, to the northerly right of way line of the Murray-Holladay Road (4800 South Street); thence S. 89°57'00" W. 13.24 feet along said right of way line to the westerly boundary line of said entire tract; thence North 509.18 feet along said westerly boundary line to the point of beginning.

The above described easement contains 3155.1 square feet in area or 0.072 acre.

IN WITNESS WHEREOF, said \_\_\_\_\_

has caused this instrument to be executed by its proper officers thereunto duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_.

STATE OF \_\_\_\_\_ ) \_\_\_\_\_

) ss.

COUNTY OF SALT LAKE ) By \_\_\_\_\_

On the date first above written personally appeared before me, \_\_\_\_\_, who, being by me duly sworn, says that he is the \_\_\_\_\_ of \_\_\_\_\_, a corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of \_\_\_\_\_, and said \_\_\_\_\_

acknowledged to me that said corporation executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

\_\_\_\_\_  
Notary Public

PREPARED BY: D.J.H. DATE: October 9, 2000  
CHECKED BY: S.V.K. DATE:  
REVISED BY: DATE:

7868224  
04/12/2001 12:12 PM NO FEE  
Book - 8445 Pg - 693-695  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CO REAL ESTATE  
BY: ZJM, DEPUTY - WI 3 P.

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