

10870

AGREEMENT

THIS AGREEMENT executed in duplicate this 21 day of June, 1971, between Fritz Realty, a California corporation, hereinafter referred to as "Fritz" and Spanish Fork City Corporation, a Utah corporation, hereinafter, referred to as "Spanish Fork City."

WITNESSETH

WHEREAS, Fritz Realty owns certain real property and water rights situate South of the limits of Spanish Fork City, and Spanish Fork City desires to purchase parts of said lands more particularly described herein, and

WHEREAS, Spanish Fork City is to construct a water line to connect the existing water mains of Spanish Fork City to the said lands of Fritz Realty which desires to have available to it in its operations the culinary water as well as the fire protection of the City,

NOW, THEREFORE, it is agreed between the parties hereto as follows:

1. Property sold. Subject to the terms and conditions hereinafter set forth, Fritz Realty agrees to sell and convey to Spanish Fork City and Spanish Fork City agrees to purchase from Fritz Realty the six parcels of real property together with easements situate in Utah County, Utah near the south boundary of Spanish Fork City, which land is more particularly described in Exhibit A hereto.

2. Wells. Fritz agrees to assign and convey to Spanish Fork City its water rights and applications in and to wells situate upon the conveyed properties, which rights and applications are more particularly described in Exhibit C hereto.

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3. Construction of water line. Spanish Fork City agrees to construct, install and maintain a 10-inch water line carrying water of culinary quality which shall connect Fritzi Realty's property to the City water system to the destination described in Exhibit D hereto, which will permit connection of the City lines with the 16-inch well transferred hereunder. Spanish Fork City shall as soon as practical but no later than September 15, 1971, commence construction and installation of said water line and shall complete it with reasonable expedition and workmanship. The water line shall be owned by Spanish Fork City.

4. Connection with water line. Fritzi Realty shall have the right to establish at any point along its frontage with said water line, at its cost a connection for fire protection of the buildings and structures on the premises of Fritzi Realty in said area and shall be unrestricted as to the amount of water which may be withdrawn for such purposes.

In addition, Fritzi Realty shall have the right to connect a two-inch water line for culinary use with said 10-inch water line at any reasonable point. Fritzi Realty shall pay the cost of connection to said water line and the installation of a proper meter subject to the maximum allowable metering, said installation to be in conformity with the Spanish Fork City regulations, otherwise at the sole determination of Fritzi Realty. The monthly charge of water for culinary use will be assessed at the prevailing rates charged by Spanish Fork City for comparable use.

Spanish Fork City agrees to furnish Fritzi Realty with water for fire protection purposes at all times, except at those times when water is not available by reason of water line breakage or repair or replacement of water line. The City also agrees to furnish Fritzi Realty with water for culinary purposes so long as such can be done without depriving water users within the City limits of Spanish Fork City with a reasonable amount of culinary water.

5. Right of refusal to purchase. Spanish Fork City shall have the right of first refusal to purchase any part or all of the Strawberry Valley water rights presently owned by Fritzi Realty which are appurtenant to and used upon lands near or adjoining the properties conveyed pursuant to this Agreement, presently used for agricultural purposes, and all water stock in irrigation companies presently owned and used upon said lands, on terms and conditions of purchase which are at least as favorable to Fritzi Realty as any other available offer, if and when Fritzi Realty determines that it no longer desires to own said irrigation water. Similarly, Fritzi Realty will have the first right of refusal to repurchase all or any part of the properties, easements and water rights sold pursuant to this Agreement to Spanish Fork City. Either party shall give the other party 30 days' notice in writing, detailing the terms and conditions of offer received and property subject to sale. The other may exercise its right by delivering an acceptance in writing to the other within such 30-day period and in the event of failure to execute and deliver the same, it shall be deemed not exercised and the right, as it affects that particular property or right, shall lapse.

6. Upon execution of this Agreement by Fritzi Realty, it will deliver to Worsley, Snow & Christensen, Attorneys, 701 Continental Bank Building, Salt Lake City, Utah, the following executed documents:

A. Deeds conveying the real property described in Exhibit A hereto.

B. A grant of easement upon and across properties described in Exhibit B hereto to provide Spanish Fork City with reasonable access to and use of the properties described in Exhibit A.

C. Assignments of water permits and applications transferring the water rights described in Exhibit C hereto.

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D. A title insurance binder from a title company covering the real properties to be granted under this Agreement, the cost of which binder shall be the responsibility of Fritz Realty.

Said documents shall be delivered by Worsley, Snow and Christensen to Spanish Fork City when its requisite pipeline construction commences.

7. Forthwith upon the recording of the deeds and grants of easement referred to in paragraph 6, A & B above, Fritz Realty agrees to furnish Spanish Fork City with a policy of title insurance in the amount of \$50,000.00 in a company acceptable to said City. The policy shall be a standard owners policy and shall be at the expense of Fritz Realty.

8. Possession. Complete possession of the property conveyed to Spanish Fork City shall be given to the City on delivery of the deeds, and Spanish Fork City shall thereafter assume all loss or damage to the property or its improvements thereon from the date of delivery of deed and thereafter.

9. The parties hereby agree to fully cooperate in the effective consummation of this Agreement and to execute such further Agreements, grants and documents as may be necessary to carry out the intents and purposes of the within agreement.

10. The rights and obligations of the parties hereto shall inure to the benefit of and be binding upon their respective successors and assigns.

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

FRITZI REALTY

BY: _____

Its

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ATTEST:

Helen Rals
Its

SPANISH FORK CITY

BY: Timothy Moran
MAYOR

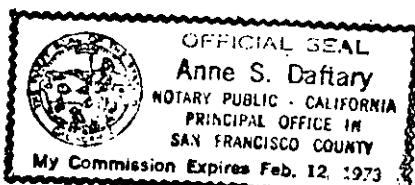


ATTEST:

Levi U. Barber
Its W.D.

STATE OF California)
COUNTY OF San Francisco) : ss

On this 28th day of June, 1971, personally appeared before me
Ernest A. Beersch and Helen Baier who
duly acknowledged to me that they are the President and
Secretary of Fritzi Realty, a California corporation,
and that each did sign the foregoing Agreement in its behalf pursuant to resolution
of its board of directors.



Anne S. Daftary
NOTARY PUBLIC

Residing:

My Commission Expires:

STATE OF UTAH)
COUNTY OF UTAH) : ss

On this 21 day of June, 1971, personally appeared before me
Mayor Timothy Moran and Levi U. Barber who
did duly acknowledge to me that they are the mayor and Recorder
of Spanish Fork City, a municipal corporation and that each did execute the fore-
going Agreement in behalf of said city pursuant to resolution of the city council

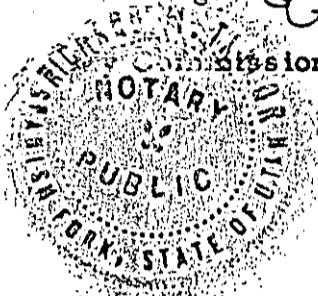
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of Spanish Fork City.

Richard W Taylor
NOTARY PUBLIC

Residing: S. Falls, ut

Commission Expires: 2-27-74



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E X H I B I T A

1. Beginning at a point south 715.97 ft. and east 994.91 ft. of the NW corner of the SE 1/4 of Sec. 25, T8S, R2E, SLB&M: thence S 47° E. 150 ft.; thence N. 43° E. 150 ft; thence N. 47° W. 150 ft.; thence S. 43° W. 150 ft. to the point of beginning.

Subject to order of condemnation recorded March 27, 1969 in Book 1139 at P. 295 of the official records, condemning the following described tract of land:

A parcel of land in fee for an expressway known as Project No. 101-6 being part of an entire tract of property, in the NW 1/4 of the SE 1/4 of Sec. 25, T8S, R2E, SLB&M, described as follows;

Beginning on a Northwesterly boundary line of Delos E. Argyle et al. property, said property recorded in the office of the Utah County Recorder in Book 904 at Page 509 under instrument No. 6327-62 which is 1016.1 feet east and 1914.5 feet North from the South 1/4 corner of said Section 25; thence South 47° 00'45" East 19.3 feet along a Southwesterly boundary line of California Packing Corporation property to a point 50.0 feet perpendicularly distant Southeasterly from the center line of said project at Engineers station 126 plus 96.6; thence N. 47°56'11" East 34.5 feet to a point on a fence; thence N. 42°28'00" West 16.0 feet along said fence to a point on the existing Southeasterly right of way fence of a county road; thence South 47°56'15" West 3.7 feet along said right of way fence; thence N. 41°00'45" West 7.7 feet; thence South 39°59'15" West 32.8 feet to the point of beginning.

2. Beginning at a point south 488.44 ft. and west 533.12 ft. from the E 1/4 corner of Sec. 25, T8S, R2E, SLB&M: thence S. 55° W. 30 ft; thence S. 35° E. 30 ft; thence N. 55° E. 30 ft; thence N. 35° W. 30 ft. to the point of beginning.
3. A strip of land 20 feet wide from US Highway 91 to the above-described land, said strip of land beginning at a point in an opening on the west side of said Highway fence line, which point is south 738 ft. more or less and west 394 ft. more or less from the E 1/4 corner of Sec. 25, T8S, R2E, SLB&M: thence running 10 ft. on each side of a line bearing west 70 ft. more or less; thence N. 35° W. 150 ft. more or less to the south boundary of the above tract.
4. Beginning at a point south 796.7 ft. and west 771.3 ft. from the E 1/4 corner of Sec. 25, T8S, R2E, SLB&M: thence S 84°30' W. 30 ft; thence S. 5°30' E. 30 ft; thence N. 84°30'E. 30 ft.; thence N. 5°30' W. 30 ft. to the point of beginning.
5. Beginning at a point south 627.6 ft. and west 842.2 ft. from E 1/4 corner of Sec. 25, T8S, R2E, SLB&M: thence S 84° 30' W. 30 ft; thence S 5°30' E. 30 ft.; thence N. 84°30' E. 30 ft.; thence N. 5°30' W. 30 ft. to the point of beginning.
6. A strip of land 20 ft. wide beginning S. 5°30' E. 15 ft. from the NE corner of the above tract and running 10 ft. on each side of a line bearing N. 84° 30' E. 85 ft. more or less to the west right-of-way line of said county road.

E X H I B I T B

A pipeline easement upon and across the following tracts of land for the installation, construction, servicing and maintenance of a water pipeline along the center line of each of the following property descriptions:

A strip of land 20 ft. wide commencing on the south boundary and being south 43° West 10 ft. from the SE corner of plot no. 1 of Exhibit A; thence 10 ft. on each side of a line bearing S. 47° E. 20 ft. more or less; thence east 700 ft. more or less to existing 16" well.

A strip of land 20 ft. wide from a county road to tract no. 3 of Exhibit A, infra; said strip commencing at the north boundary of said tract at a point 15 ft. south 55° west from the northeast corner of said tract, running thence 10.0 ft. on each side of a line bearing N. 35° W. 31 ft. more or less; thence west 168 ft. more or less to said county road.

A strip of land 20 ft. wide from a county road of plot no. 4 of Exhibit A, said strip of land 20 ft. wide begins S. $5^{\circ} 30'$ E. 15 ft. from the NE corner of plot no. 4 of Exhibit A and running 10 ft. on each side of a line bearing N. $84^{\circ} 30'$ E. 45 ft. more or less to the west right-of-way line of said county road.

EXHIBIT C

Water Rights

1. Certificate # A434 - Present point of diversion No. 1, West 854.9' South 652.0' from East corner Section 25, No. 2, West 789.8' South 813.5' from the East corner Section 25 both in T8S, R2E, SLB&M. Appl. # A 4499.
2. Certificate # A 435 - Present point of diversion No. 1, West 854.9' South 652.0' from the East corner Section 25; No. 2, West 789.8' South 813.5' from the East corner Section 25; No. 3, South 47°33' West 727.5' from the East corner Section 25 all in T8S, R2E, SLB&M. Appl. # A4497.
3. Certificate # A 435 - Present point of diversion No. 1; West 854.9' South 652.0' from the East corner Section 25; No. 2, 789.8' South 813.5' from the East corner Section 25, both in T8S, R2E, SLB&M. Appl. # A 4498

All signed by Hubert C. Lambert, State Engineer

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EXHIBIT D

Description of 10-inch pipeline Ending

A Point West 733 feet and South 808 feet from the East 1/4 Corner of Section 25, Township 8 South, Range 2nd East, Salt Lake Base and Meridian.

1971 AUG 24 PM 10:41

RECORDED AT THE REQUEST OF
Dynamit Nobel
BOOK _____ PAGE _____
SARAH B. REED
UTAH COURT RECORDER
JEFSON CO. RECORDER
PR. ABS. MM
L. S. T. N.

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