

Kirton, McConkie & Bushnell
330 South Third East
Salt Lake City, Utah 84111
Attention: Bruce Findlay

Mail tax notice to
Board of Education of
Jordan School District
9361 South 400 East
Sandy, Utah 84070

3607626

A G R E E M E N T

THIS AGREEMENT, MADE and executed this 31 day of August, 1981, by and between the Board of Education of Jordan School District, hereinafter referred to as the Board, and Melvin Jones and Helen C. Jones, husband and wife, hereinafter referred to as Grantors, witnesseth:

1. The Board desires to buy from grantors a tract of land in Salt Lake County, State of Utah, referred to hereinafter as Tract A, and described with particularity on the annexed Exhibit A. It is proposed that a street referred to as 2370 West for purposes of this agreement based upon its location at the north boundary of Tract A be completed in a north-to-south direction across Tract A. The center line of said street will lie more or less 132 feet west of the east line of Tract A along the north boundary of Tract A and the said center line of said street will lie 146 feet West, more or less, of the said east line of Tract A along the south boundary of said Tract A. The portion of Tract A lying eastward of the center line of 2370 West St as it is proposed shall be referred to herein as Tract B. A sketch of Tract B, based on the proposed 2370 West, is annexed hereto as Exhibit B.

2. Grantors are willing to sell Tract A to the Board for cash and on condition (1) the Board will build a dike against floodwaters along the east line of Tract A and (2) that the Board will reserve for Grantors a 60-ft. wide way of access from the proposed 2370 West to the east line of Tract A, said way of access to be appurtenant to Grantors' property east of Tract A and adjoining thereto.

3. Now therefore it is agreed as set forth in the following paragraphs.

3. Grantors convey and warrant Tract A to the Board as grantee for the sum of \$206,150.00, receipt of which is

SECURITY TITLE CO.
No. 211046 TSH

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hereby acknowledged by Grantors. This price represents \$25,000 per acre for the land acquired by the Board, based on the calculation of Tract A at 8.428 acres less 0.182 acres for the access way described in the next paragraph.

4. The Board agrees to convey to Grantors at Grantors' request an access way across Tract B 60 feet in width from the east line of Tract B to 2370 West as it is projected on the annexed Exhibit B to run due east and west. Grantors may designate where said access way is to be located, provided that the said access way shall not interfere with the division of Tract B into the maximum feasible number of building lots, giving due allowance to Grantors' right to a 60 foot access way, and provided that if the Board or its assigns desire to create a subdivision in all or part of Tract B, the Board may give Grantors 90 days notice of the location of the said access way planned in the said subdivision, and if Grantors do not request a different location for the said access way within the said 90 day notice period, then the location of the said access way proposed by the Board or its assigns in the said notice shall be binding upon Grantors and the Board or its assigns shall not be required to obtain further assent of Grantors to the recording of the said subdivision plat showing the location of the access way.

5. The Board agrees to construct at the east line of Tract A a dike or earthwork at least as high at every point as a straight line commencing at a point one foot higher than the present surface at the Northeast corner of Tract A and running thence in three dimensions Southward and roughly parallel to the surface to a point on the surface at the southeast corner of said Tract A.

6. Grantors are to provide title insurance covering Tract A at their expense and the parties will evenly divide costs for the services of a title company rendered at the closing. The Board will pay the fees of the County Recorder for recording this instrument.

GRANTORS

Melvin Jones
Melvin Jones

Helen C. Jones
Helen C. Jones

THE BOARD OF EDUCATION
OF JORDAN SCHOOL DISTRICT

Attest:

Kenneth L. Prince
Kenneth L. Prince, Clerk

Mark M. Klotovich
Mark M. Klotovich, President

State of Utah)
County of Salt Lake) ss.

On the 31 day of August, 1981, personally appeared before me Melvin Jones and Helen C. Jones, husband and wife, who acknowledged that they executed the foregoing instrument.

Carl Hatfield
Notary Public

My commission expires:

Residing at: West Jordan Utah

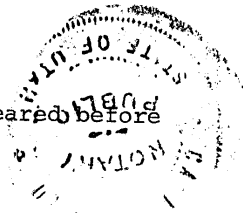
State of Utah)
County of Salt Lake) ss.

My commission expires Nov. 29, 1983

On the 31 day of August, 1981, personally appeared before

Melvin Jones
Helen C. Jones

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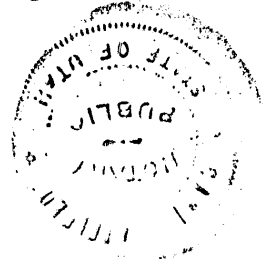
me Mark M. Klotovich and Kenneth L. Prince who being by me duly sworn did say, each for himself, that he, the said Mark M. Klotovich is the president and that he, Kenneth L. Prince, is the clerk-treasurer of the Board of Education of Jordan School District, and that the within instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Mark M. Klotovich and Kenneth L. Prince each duly acknowledged to me that said corporation executed the same.

Carl Hatfield
Notary Public

My commission expires:

Residing at: West Jordan ut.

My commission expires Nov. 29, 1983



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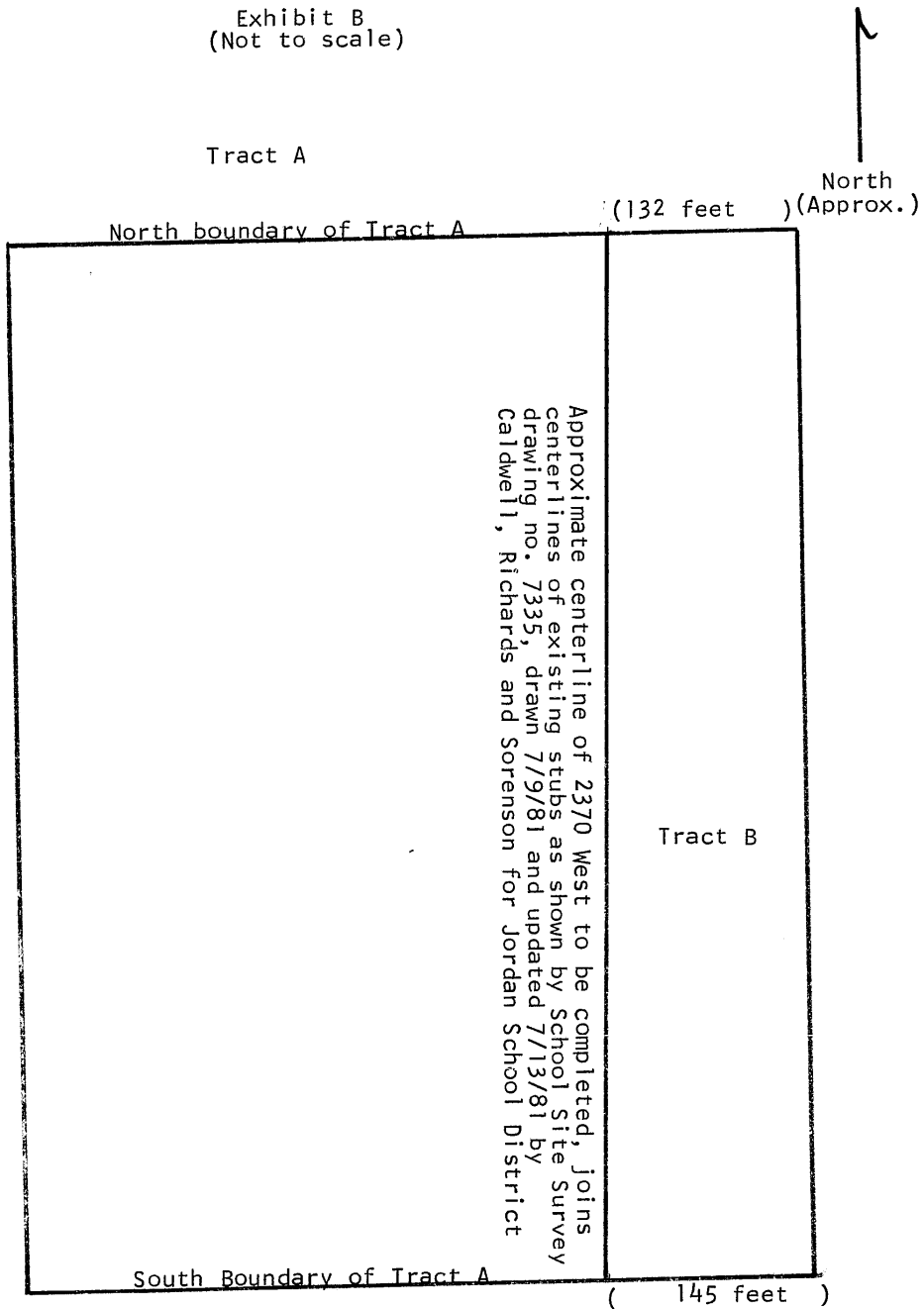
EXHIBIT A

To Agreement Between Jordan School District
and Melvin and Helen C. Jones

Tract A is a tract of land located in Salt Lake County, State
of Utah, described as follows:

Beginning on the North Line of Harvest Village No.
1 Subdivision at a point North $0^{\circ}07'24''$ East
660.00 feet and South $89^{\circ}50'10''$ West 766.47
feet from the East Quarter Corner of Section 28,
Township 2 South, Range 1 West, Salt Lake Base &
Meridian and running thence South $89^{\circ}50'10''$
West 551.72 feet to the West Line of the South-
east Quarter of the Northeast Quarter of said
Section 28, thence North $0^{\circ}03'04''$ East along
said line 665.92 feet to the Northwest Corner
of said Southeast Quarter of the Northeast
Quarter; thence North $89^{\circ}51'33''$ East 551.12
feet; thence South 665.70 feet to the point of
beginning. Contains 8.428 Acres.

Exhibit B
(Not to scale)



State of Utah

County of Salt Lake

On the 31 day of August, 1981, personally appeared before me Mark M. Klotovich and Kenneth L. Prince who being by me duly sworn did say, each for himself, that he, the said Mark M. Klotovich is the president and that he, Kenneth L. Prince is the clerk-treasurer of the Board of Education of Jordan School District, and that the within instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Mark M. Klotovich and Kenneth L. Prince each duly acknowledged to me that said corporation executed the same.

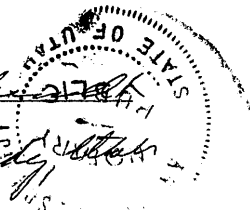
Andrew B. Selinger
Notary Public

My commission expires:

Sept. 20, 1985

Residing at:

Sandy, Utah



No Fee

REF. *Spencer*
SECURITY CO.

SEP 23 2 21 PM '81

KATIE L. JAXON
RECORDS
SALT LAKE COUNTY
UTAH

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