

Entry No. 72200 Book 224 Page 630  
 Recorded Feb 13 1989 Time 12:30 P Fee \$100  
 Request of Fillmore City  
 LINDA S. CARTER MILLARD CO. RECORDER by SLC

AGREEMENT AND COVENANTS FOR PURCHASE OF REAL PROPERTY

THIS AGREEMENT is made and entered into this 7th day of February, 1989 by and between FILLMORE CITY, a Municipal Corporation, of the State of Utah, hereinafter referred to as "Seller," and STEVE ROBISON Of Fillmore, Utah hereinafter referred to as "Buyer").

WITNESSETH:

WHEREAS, seller is desirous of selling, and Buyer is desiring of purchasing, certain real property located in Millard County, Utah, and being more particularly described as follows:

Commencing North 51 degrees 52 minutes 00 seconds East 355.16 feet from the Southwest corner of Lot 1 Fillmore City Industrial Park; thence North 51 degrees 52 minutes 00 east 846.09 feet to the West right-of-way line of Park Avenue, thence South 00 degrees 09 minutes 52 seconds East 522.41 feet along said right-of-way of Park Avenue, thence West 667.01 feet to the point of beginning. Containing 4.000 acres.

hereinafter referred to as the "Property"; and,

WHEREAS, the parties hereto have agreed upon certain conditions and covenants concerning the sale which conditions and covenants they desire to be recorded in conjunction with the warranty deed.

NOW THEREFORE, for and in consideration of the mutual covenants, stipulations and conditions set forth herein, the parties covenant and agree as follows:

1. PURCHASE AND SALE. Seller, for the consideration herein set forth and subject to the terms and conditions herein contained, does hereby agree to sell and convey the Property to Buyer, and Buyer, for the consideration herein set forth and subject to the terms and conditions herein contained, does hereby agree to purchase the Property from Seller.

2. PURCHASE PRICE. Buyer agrees to pay Seller as the purchase price of the Property, the sum of TWO THOUSAND DOLLARS (\$2000.00) in cash upon the execution hereof, receipt of such amount is hereby acknowledged.

3. PURCHASE CONDITIONS AND COVENANTS. It is understood by both Seller and Buyer that the Property is being purchased by Buyer for the purpose of constructing a building or buildings. Due to the nature of such purpose,

72200

the following conditions and covenants are hereby put upon the sale of the Property. It is agreed that such conditions and covenants shall attach to and run with the Property and this Agreement and its provisions shall survive the recording of the warranty deed, and shall continue in effect until completed in full by the parties hereto. The conditions and covenants to this sale are:

- A. There will be no sewer, waste treatment or maintenance fees until a building has been constructed and is being physically used upon the Property.
- B. Seller will not require an Environmental Impact Report unless toxic materials are to be used by the Company which utilizes the structure(s) or unless the State of Utah requires an impact report to be completed by Buyer.
- C. The latest editions of the following building codes will be used by the Seller concerning all improvements upon the Property:
  - (1) Uniform Building Code by International Conference of Building Officials, 5360 South Workman Mill Road, Whittier, California 90601
  - (2) Uniform Fire Code by International Conference of Building Officials & Western Fire Chiefs Association, 5360 South Workman Mill Road, Whittier, California 90601.
  - (3) Uniform Plumbing Code with Utah Amendments by International Association and Plumbing and Mechanical Officials.
  - (4) National Electric Code published by National Fire Protection Association.
- D. Buyer shall not sell, transfer, assign, or lease the Property until the Property is improved with a building and associated improvements thereon, and all developments plans and improvements shall be approved by Seller prior to the commencement of any improvement, and shall be in conformance with all zoning classifications and regulations of Seller. If no construction has commenced within two (2) years from the date hereof, the Seller shall unilaterally have the option to repurchase the property from the buyer for the purchase price of TWO THOUSAND DOLLARS (\$2000.00).
- E. Regarding any building which may be constructed

upon the Property, it may cover up to eighty percent (80%) of the Property as long as all other development and construction requirements are met, including off-street parking requirements and all building codes.

- F. The construction staking of the Property for the construction of the building to be built shall take place at such time as all of the permits, approvals, etc. have been obtained for the construction.
- G. Upon closing, Buyer will pay his equal share of the closing costs, and title insurance shall be furnished to Buyer by Seller at Seller's cost.
- H. Seller shall furnish to Buyer copies of the following documents pertaining to the Property within two (2) weeks after the date hereof:
  - (1) Recorder's map and official description;
  - (2) All survey maps in Seller's possession; and
  - (3) All other documents associated with the Property which may be useful to Buyer.

4. POSSESSION, TAXES AND ASSESSMENTS. Possession of the Property shall be given, and all real property taxes, assessments or other similar charges which accrue or become due upon the Property, shall be prorated between Seller and Buyer as of the date hereof, and Buyer agrees to pay all such taxes, assessments and charges due and payable thereon after it enters into possession thereof.

5. DEFAULT: ATTORNEY'S FEES. The parties hereto agree, that should either of them default in the performance of any of the covenants and/or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, which arise or accrue from the enforcement of this Agreement, or in pursuing any remedy provided herein or by applicable federal and/or state laws or statutes. This Agreement shall be construed according to the laws of the State of Utah.

6. SUCCESSORS AND ASSIGNS. It is agreed by the parties hereto that this Agreement shall not be assigned by either party without the prior written consent of the other party. Subject to the foregoing, this Agreement and all of the covenants, agreements and stipulations herein contained, shall inure to the benefit of and be binding upon Seller and Buyer, their and each of their respective assigns, successors-in-interest and legal representatives.

7. ENTIRE AGREEMENT. This Agreement, together with any exhibits attached hereto, constitutes the entire and

72200

integrated agreement between the parties hereto, and supersedes any and all prior written or oral negotiations, understandings or agreements. Neither party is relying upon any statements or understandings not contained herein, made by their respective agents or legal representatives.

8. TERM OF AGREEMENT. This Agreement shall survive the conveyance of title to the Property, and shall continue in force and effect until all covenants, agreements, conditions and stipulations contained herein have been fulfilled.

IN WITNESS WHEREOF, the undersigned have hereunto executed this Agreement on the date first above written.

SELLER

CITY OF FILLMORE, a Utah  
Municipal Corporation

Carol C. Wise  
City Recorder

By Keith L. Gillins  
Its Mayor

STATE OF UTAH        )  
                              :     ss.  
COUNTY OF MILLARD )

On the 7th day of February 1989,  
personally appeared before me Keith L. Gillins,  
who being by me duly sworn, did say each for himself, that  
he, the said Keith L. Gillins is the  
Mayor of the City of Fillmore, a Utah  
Municipal Corporation, and that he, the said Carol C.  
Wise, is the Recorder of the City of Fillmore,  
a Utah Municipal Corporation, and that the within and  
foregoing instrument was signed in behalf of such City by  
authority of its City Council, and such persons acknowledged  
to me that they executed the same..

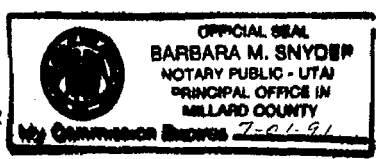
Barbara M. Snyder  
NOTARY PUBLIC, Residing in:

My Commission Expires  
July 1, 1991

629

ATTEST:

BUYER



BY

Its

STATE OF \_\_\_\_\_ )  
: ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
personally appeared before me \_\_\_\_\_  
and \_\_\_\_\_, who, being by me duly sworn,  
did day, each for himself, that he, the said  
is the \_\_\_\_\_ of  
a \_\_\_\_\_  
Corporation, and that he, the said \_\_\_\_\_,  
is the \_\_\_\_\_ of \_\_\_\_\_  
and that the within and foregoing instrument was signed in  
behalf of \_\_\_\_\_ by authority of its Board of  
Directors, and such persons duly acknowledged to me that  
they executed the same.

NOTARY PUBLIC, Residing in:

My Commission Expires:

STATE OF UTAH )  
: ss.  
COUNTY OF MILLARD )

On the 7th day of February, 1989.  
personally appeared before me Steve Robison & Donna Jill  
Robison, the signers of the within instrument, who duly  
acknowledged to me that they executed the same.

NOTARY PUBLIC, Residing in:

My Commission Expires:

July 1, 1991

