

Entry No. 72363 Book 225 Page 106-
 Recorded Mar 9, 1989 Time 8:50 in Fee None
 Request of Fillmore City
 LINDA B. CARTER MILLARD CO. RECORDER by BTC

AGREEMENT TO TRANSFER REAL PROPERTY
 AND VOID COVENANTS

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

WITNESSETH:

WHEREAS, on or about February 7, 1989, Fillmore sold to Robison by an Agreement and Covenants for Purchase of Real Property a certain parcel of real property situated in Millard County, Utah, 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 seconds 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 "Parcel A", which Agreement Contained certain covenants which were run with the land and was recorded on February 13, 1989 as Entry No. 72200 in Book 224 at Page 626-630 official records of Millard County, Utah, and,

WHEREAS, on or about February 13, 1989 a warranty deed from Fillmore, as grantors, to Robison, as grantee, was recorded as Entry No. 72199 in Book 224 at Page 624-625 official records of Millard County, Utah which conveyed title to Parcel A to Robison subject to the covenants set forth in the above-referenced Agreement and Covenants for Purchase of Real Property; and,

WHEREAS, on or about February 7, 1989 Fillmore granted in writing an option to Robison to purchase the following-described real property situated

72364

in Millard County, Utah, and being more particularly described as follows:

Commencing at the Southwest corner of Lot 1, Fillmore City Industrial Park; thence North 51 degrees 52 minutes 00 seconds East 355.16 feet thence East 667.01 feet to the West right-of-way line of Park Avenue, thence South 00 degrees 09 minutes 52 seconds East 219.28 feet along said right-of-way of Park Avenue, thence West 947.00 feet to the point of beginning. Containing 4.063 acres.

Together with all water rights thereto or used in connection therewith.

hereinafter referred to as "Parcel B", which Option was recorded on

as Entry No. 72201 in Book 224 at Page 631-634, of official records of Millard County, Utah; and,

WHEREAS, it is now the desire of both parties to reverse the actions taken (as referenced above), and to have Robison purchase Parcel B and receive an option to purchase Parcel A, and

NOW, THEREFORE, for and in consideration of the stipulation, covenants and consideration referenced in the aforementioned agreement and option, the parties covenant and agree as follows:

1. Robison shall deed Parcel A back to Fillmore by a duly executed warranty deed which shall be recorded in the Millard County Recorder's Office, State of Utah. Further, the Agreement and Covenants for Purchase of Real Property dated February 7, 1989 and recorded on February 13, 1989 as Entry No. 72200 in Book 224 at Page 626-630, official records of Millard County, Utah, is hereby terminated, annulled and declared void, and all covenants and conditions contained therein which were to run with the land are hereby annulled and voided and shall no longer run with such Parcel A.

2. Fillmore, as seller, and Robison, as buyer, shall enter into an agreement similar to the one referenced above for the sale and purchase of Parcel B, and Fillmore, upon the completion of all applicable provisions, shall

execute and deliver to Robison a warranty deed to Parcel B, subject to and in conformance with the covenants and conditions contained in such agreement for purchase, and in fulfillment of the above-referenced Option which has been recorded against Parcel B.

3. Further, Fillmore shall then grant in writing an option to Robison to purchase Parcel A subject to the provisions and covenants referenced in such option. Such option shall be similar to and in the general form of the above-referenced Option concerning Parcel B which was executed by Fillmore.

IN WITNESS WHEREOF the undersigned have executed this agreement on the date first above written.



Carol C. Wise
City Recorder

CITY OF FILLMORE, a Utah
Municipal Corporation

By: Keith L. Gillens
Its: Mayor

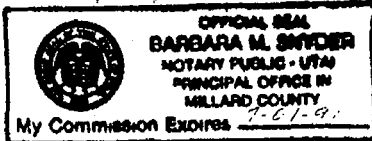
STATE OF UTAH)
 : ss.
COUNTY OF MILLARD)

On the 7th day of March, 1989, personally appeared before me Keith L. Gillens, who being by me duly sworn, did say each for himself, that he, the said Keith L. Gillens is the Mayor of the City of Fillmore, a Utah Municipal Corporation, and that she, 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.

My Commission Expires:

July 6, 1991

Barbara M. Snyder
NOTARY PUBLIC, Residing in:
Fillmore, Utah 84631



72364

[Handwritten signature]

STEVE ROBISON

STATE OF UTAH)
 : SS.
COUNTY OF MILLARD)

On the 1st day of March, 1989, personally appeared before me Steve Robison, the signer of the within instrument; who duly acknowledged to me that he executed the same.

My Commission Expires:

July 1, 1991

Barbara M. Snyder
NOTARY PUBLIC, Residing in:
Pileville, Utah 84631

