

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 30th 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 \$ ~~35,079~~ 37,679 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 30th 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

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EASEMENT/PURCHASE AGREEMENT

Spring Run Corporation

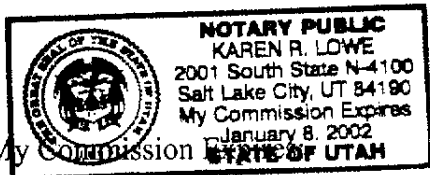
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STATE OF UTAH )  
 : ss.  
County of Salt Lake )

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 Admin. Service 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

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