



MURRAY
CITY COUNCIL

Council Meeting July 9, 2024



Murray City Municipal Council

City Council Meeting Notice

July 9, 2024

PUBLIC NOTICE IS HEREBY GIVEN that the Murray City Municipal Council will hold a City Council meeting beginning at 6:30 p.m. on Tuesday, July 9, 2024 in the Murray City Council Chambers located at Murray City Hall, 10 East 4800 South, Murray, Utah.

The public may view the Council Meeting via the live stream at www.murraycitylive.com or <https://www.facebook.com/Murraycityutah/>. Those wishing to have their comments read into the record may send an email by 5:00 p.m. the day prior to the meeting date to city.council@murray.utah.gov. Comments are limited to less than three minutes (approximately 300 words for emails) and must include your name and address.

Meeting Agenda

6:30 p.m. **Council Meeting** – Council Chambers
Adam Hock conducting.

Opening Ceremonies

Call to Order
Pledge of Allegiance

Approval of Minutes

Council Meeting – June 4, 2024

Special Recognition

None scheduled.

Citizen Comments

Comments will be limited to three minutes, step to the microphone, state your name and city of residence, and fill out the required form.

Consent Agenda

Mayor Hales presenting.

1. Consider confirmation of the Mayor's appointment of Marshall Smith to the Shade Tree Commission for a term beginning June 2024 through January 2027.

Public Hearings

None scheduled.

Business Items

1. Discussion on a resolution approving two Purchase and Sale Agreements involving the City and Salt Lake County ("County") for the joint acquisition of certain real property located at 1193 West Winchester Street, Murray, Utah and 1130 West Saddle Bluff

Drive, West Jordan, Utah to be used as public park property. Kim Sorensen presenting.

Mayor's Report and Questions

Adjournment

NOTICE

Supporting materials are available for inspection on the Murray City website at www.murray.utah.gov.

Special accommodations for the hearing or visually impaired will be made upon a request to the office of the Murray City Recorder (801-264-2663). We would appreciate notification two working days prior to the meeting. TTY is Relay Utah at #711.

Council Members may participate in the meeting via telephonic communication. If a Council Member does participate via telephonic communication, the Council Member will be on speaker phone. The speaker phone will be amplified so that the other Council Members and all other persons present in the Council Chambers will be able to hear all discussions.

On Wednesday, July 3, 2024, at 9:00 a.m., a copy of the foregoing notice was posted in conspicuous view in the front foyer of the Murray City Center, Murray, Utah. Copies of this notice were provided for the news media in the Office of the City Recorder. A copy of this notice was posted on Murray City's internet website www.murray.utah.gov and the state noticing website at <http://pmn.utah.gov>.



Jennifer Kennedy
Council Executive Director
Murray City Municipal Council



MURRAY
CITY COUNCIL

Call to Order

Pledge of Allegiance



MURRAY
CITY COUNCIL

Council Meeting Minutes

**MURRAY CITY MUNICIPAL COUNCIL
COUNCIL MEETING**

Minutes of Tuesday, June 4, 2024

Murray City Hall, 10 East 4800 South, Council Chambers, Murray, Utah 84107

Attendance:

Council Members:

Paul Pickett	District #1
Pam Cotter	District #2 – Council Chair
Diane Turner	District #4
Adam Hock	District #5 – Council Vice-Chair

Others:

Brett Hales	Mayor	Jennifer Kennedy	Council Executive Director
G.L. Critchfield	City Attorney	Pattie Johnson	Council Administration
Brooke Smith	City Recorder	Brenda Moore	Finance Director
Isaac Zenger	IT	Joey Mittelman	Fire Chief
Craig Burnett	Police Chief	Matt Bounden	Fire Department
Lori Edmunds	Parks and Recreation	Kim Sorensen	Parks and Recreation Director
Ella Olsen	Murray Journal	Paul Dodge	Murray Resident
Allysa Sullivan	Miss Murray	Zac Smallwood	Planning Manager
Phil Markham	CED Director	David Rodgers	City Planner
Citizens			

Excused: Rosalba Dominguez District #3

Call to Order: 6:35 p.m. – Council Member Diane Turner

Approval of Minutes: Council Meeting – May 7, 2024

MOTION: Mr. Pickett moved to approve, and Ms. Cotter SECONDED the motion.

Voice vote taken, all “Ayes.” Approved 4-0

Special Recognition:

Introduction of the new Miss Murray, Allysa Sullivan. Mayor Hales introduced Miss Sullivan as the new 2024 Miss Murray. Ms. Sullivan thanked Council Members for their support, recognized her first and second attendants, introduced her family and highlighted her personal accomplishments. She discussed her values and goals, outlined her activities over the last month and spoke about her platform, Let’s Talk Suicide, which is dedicated to suicide prevention.

Citizen Comments:

Hal Luke – Murray Resident and Advisory Board Member of the Murray Senior Center

Mr. Luke spoke highly about an event held on May 21, 2024 at the Senior Recreation Center featuring CarFit and the Yellow Dot program.

Consent Agenda:

- **Confirmation of the Mayor’s appointment of Jessica Benson to the Arts Advisory Board for a term from June 2024 to February 2025.** Mayor Hales introduced Jessica Benson, spoke about her qualifications and recommended her to the Arts Advisory Board.

MOTION: Ms. Cotter moved to approve the Consent Agenda. Mr. Pickett SECONDED the motion.

Council Roll Call Vote:

Mr. Hock	Aye
Mr. Pickett	Aye

Ms. Cotter Aye
Ms. Turner Aye
Motion passed: 4-0

Public Hearings:

1. **An ordinance adopting the transfer of monies from Enterprise Funds to other City Funds.** Finance Director Brenda Moore said a public hearing for the annual transfers from the Enterprise Funds to the GF (General Fund) is required by State law. She reviewed the difference between the two types of transfers, explained the purpose of each transfer and pointed out that one third of the land in Murray City is not subject to property tax. The transfers would be based on a calculation of 8% of budget revenues in the Water, Wastewater and Power Funds. She outlined the Public Works Project transfer totaling \$1,012,000, and the Administrative Services transfer totaling \$10.8 million and noted that 54% of the Administrative Services allocation would be kept in the GF.

The public hearing was open for public comments. No comments were given, and the public hearing was closed.

MOTION: Mr. Hock moved to adopt the ordinance. Mr. Pickett SECONDED the motion.

Council Roll Call Vote:

Mr. Hock Aye
Mr. Pickett Aye
Ms. Cotter Aye
Ms. Turner Aye
Motion passed: 4-0

2. **An ordinance approving and adopting compensation increases for the Executive Municipal Officers of the city for Fiscal Year 2024-2025.** Ms. Moore said that due to new State legislation this year, the City is required to hold a public hearing to discuss the raises and compensation of all City directors, their assistants or superintendents and appointed employees. She explained that all City employees and Murray City positions are on the Murray Step Plan, except for the Murray City Council, the mayor, the judge and the chief administrative officer.

Ms. Moore reviewed details and advantages of the Step Plan and noted that the proposed budget includes a 3% COLA (Cost of Living Adjustment) and the appropriate Step Plan increase. She provided information for all current City job positions with the related step status, hourly rates, annual incomes, hourly and annual rates after the implementation of the 3% COLA on July 1, 2024, and the next step date reflecting the annual increase that would occur following the next step.

The public hearing was open for public comments. No comments were given, and the public hearing was closed.

MOTION: Mr. Hock moved to adopt the ordinance. Ms. Cotter SECONDED the motion.

Council Roll Call Vote:

Mr. Hock Aye
Mr. Pickett Aye
Ms. Cotter Aye
Ms. Turner Aye
Motion passed: 4-0

3. **Public Hearing for the proposed Fiscal Year 2024-2025 Budget.** Ms. Moore said the Fiscal Year

2024-2025 tentative budget was passed by the City Council the previous week and the presentation was for public knowledge and input. She discussed the Fund Summary page, Special Revenue, Internal Service Fund information, noted all reserve spending, purchase details and capital projects information for all Enterprise Funds. Highlights of the GF included a 5% property tax increase, a 5% increase to Personnel costs and a 6% increase to Operations. She reviewed the City's revenue sources, expenditures by function and the Budget Addendum. Ms. Moore outlined all Capital Projects Improvement projects totaling \$19,662,531.

The public hearing was open for public comments. No comments were given, and the public hearing was closed.

4. **An ordinance relating to land use; amends the Zoning Map from R-1-8 (Single Family Low Density) to R-1-6 (Single Family Low/Medium Density) for the properties located at 5991 and 6001 South Belview Avenue, Murray City.** City Planning Manager Zac Smallwood explained the request to rezone came from property owner Paul Dodge. Mr. Smallwood shared an aerial map to locate the two parcels and compared the permitted and conditional uses of the existing R-1-8 Zone to the proposed R-1-6 Zone. He noted the only difference is that the R-1-6 allows for 6,000 square foot lots. He reviewed zoning standards and the findings to explain why the Murray City Planning Commission voted 5-0 during a public hearing to recommend approval to the City Council, which is also supported by Planning Staff.

Mr. Dodge explained that he had been working on the proposal for 14 months by consulting with City staff to determine what was allowed and appropriate for his properties. As a long-time resident and business owner in Murray for over 53 years, he explained how he bought the properties to remove certain easements related to accessing the private road he lives on behind the properties. Because he planned to sell the parcels after occupants moved out, he hoped to control any future development that would occur across the street from his front yard. Plans were delayed for nine years as the tenants did not want to move. Eventually, one tenant passed away, leaving a 1,000 square-foot home vacant and functionally obsolete. After consulting with a builder friend Sterling Tholen, of Tholen Custom Homes and City staff he and his wife decided that their proposed plan was the best option for each parcel. He noted that 22 other homes in the neighborhood are currently noncompliant with the R-1-8 Zone regulations, and his hope was to improve the community despite the negativity that occurred at the Planning Commission meeting.

The public hearing was open for public comment:

Mark Lurie – Murray Resident

Mr. Lurie said he was not opposed to anyone building on their property but because he loves spending time in his backyard, which is a serene and tranquil area he opposed the rezone. He felt any new housing allowed at 30 feet tall would directly overlook his backyard and would change the view of his one rear window that faces the properties.

Joann Hansen – Murray Resident

Ms. Hansen, who has lived across the street from the subject properties for 20 years, stated that she has never seen a two-car parking lot at each home. Instead seven or more vehicles park at these properties. She expressed concern about adding two more homes to the parcels which would increase traffic on her small street, where it is already difficult for snow plows to get through. With no sidewalks in the neighborhood the street is where they walk, so adding more cars and more people would make walking the street unsafe for her children. She agreed one of Mr. Dodge's tenants was good, but the other house is run down. She felt his properties were never well maintained and Murray Police visit the renters two to

three times a week. She and neighbors feel unsafe because of his tenants, and they do not want problem renters anymore, and do want to add more surveillance cameras to ensure their safety.

Aaron Abeyta – Murray Resident

Mr. Abeyta opposed the rezone and believed the 5-0 vote at the Planning Commission meeting was not a good representation of what actually happened, as the meeting was filled with residents who were against the plan. He said as a homeowner and father of six in the neighborhood, they walk the streets regularly and do not want to see it get busier. The change would be negative and subdividing neighborhood properties was a bad move by adding two more houses, two more families with more cars and more people. He felt instead of access to Belview, a better choice was to allow these properties access onto the private road behind, where utilities, fire hydrants and needed width would accommodate four homes and added traffic.

The public hearing was closed.

MOTION: Ms. Cotter moved to adopt the ordinance. Mr. Hock SECONDED the motion.

Council Roll Call Vote:

Mr. Hock	Aye
Mr. Pickett	Nay
Ms. Cotter	Aye
Ms. Turner	Aye
Motion passed:	3-1

Mr. Hock pointed out the item was a zoning request, not an issue of code enforcement for parking problems, which was unrelated to their decision making. He noted other homes in the area are already compliant to an R-1-6, the request was well fitting. Mr. Pickett explained he was unsettled with a vote of support after reading the arguments of both sides. Because he agreed with both sides of the request, he did not feel comfortable supporting it. Ms. Cotter said after knowing Mr. Dodge for many years she was confident he would make something nice of the properties and would take care of the neighborhood. Ms. Turner understood the public concerns presented but did not want to lose sight of housing issues the City is facing.

Business Items:

1. **A resolution authorizing Murray City pick up of public safety and firefighter employee retirement contributions.** Finance Director Ms. Moore said firefighters and public safety workers on the tier-two retirement plan are required to contribute 4.73% toward their own retirement. All Utah cities have elected to pay the contribution and Murray City has elected to pay the contribution for the past few years. Ms. Moore said the cost would be approximately \$300,000 affecting 77 employees.

MOTION: Mr. Pickett moved to approve the resolution. Ms. Cotter SECONDED the motion.

Council Roll Call Vote:

Mr. Hock	Aye
Mr. Pickett	Aye
Ms. Cotter	Aye
Ms. Turner	Aye
Motion passed:	4-0

2. **A resolution approving the Mayor's appointment of a representative and an alternate**

representative to the TransJordan Cities Board of Directors. Mayor Hales said he would like to appoint Public Works Director Russ Kakala as Murray's representative on the Board of Directors for TransJordan Cites and Public Works Stormwater Supervisor and Josh Hill as the alternate representative.

MOTION: Mr. Hock moved to approve the resolution. Ms. Cotter **SECONDED** the motion.

Council Roll Call Vote:

Mr. Hock	Aye
Mr. Pickett	Aye
Ms. Cotter	Aye
Ms. Turner	Aye
Motion passed:	4-0

Mayor's Report and Questions

Mayor Hales invited Scout Troop #197 to introduce themselves to the Council. The Scout leader said the young men were working to earn their Citizenship of the Community badge, by attending a council meeting. Mayor Hales announced that Stories in the Park had started, the Murray Park outdoor pool is now open for the summer, and the Murray Park Centennial Celebration would be held on Saturday, June 15, 2024, to commemorate 100 years of Murray Park memories.

Adjournment: 8:01 p.m.

Pattie Johnson
Council Office Administrator III



MURRAY
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Citizen Comments

Limited to three minutes, unless otherwise approved by Council



MURRAY
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Consent Agenda



MURRAY


Mayor's Office

Appointment - Marshall Smith to the Shade Tree Commission.

Council Action Request

Council Meeting

Meeting Date: July 9, 2024

Department Director Greg Bellon Phone # 801-264-2705 Presenters Mayor Hales Required Time for Presentation Is This Time Sensitive Yes Mayor's Approval  Date June 19, 2024	Purpose of Proposal Appointment of Shade Tree Commission member. Action Requested Consider confirmation of the Mayor's appointment of Marshall Smith to the Shade Tree Commission. Attachments Resume Budget Impact None Description of this Item Marshall Smith will be appointed to the Shade Tree Commission from June 30, 2024 - June 30, 2027. Marshall will be filling a vacant position on the commission.
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Marshall Smith
Murray, Utah 84121

The Murray area has been my home for for over 40 years. My wife and I reside in the Village 3 Condominiums which has many large trees throughout the grounds. Many times over the years we have lived here I have been involved with our HOA for the upkeep and preservation of our parklike community.

In 2008, I volunteered to create and care for the gardens at Wheeler Farm which began my introduction to gardening. I quickly became an enthusiast and entered the Utah State Master Gardener Program in 2010. I took classes with the late Larry Sagers, at Thanksgiving Point which were year long and intensive. I, also, volunteered in other capacities for USU as part of the Master Gardener Program.

In Murray I oversee the SOULGarden (Sustainable On Urban Land) a community garden with around 60 large garden plots and 20 fruit trees. The garden also houses a large raspberry patch, grapes, asparagus and herb gardens and much more. Our gardeners donate extra vegetables to Food Banks, Crossroads, Women shelters. We provide plots for the entire Woodstock Elementary School. kids, parents, PTA and teachers a place to learn about the benefits of gardening. (Sustainable On Urban Land).

Past

25 years owner of a Public Safety and Uniform Company, in Salt Lake City.
Sales manager of Large Industrial Products Distribution firms
University of Utah, Organizational Communications. '76

Working with the Shade Tree and Beautification Commission would be a privilege and a very rewarding way to give back to this beautiful City.

Thank You for the kind consideration, looking forward to help Murray.



MURRAY
CITY COUNCIL

Business Item



MURRAY



Parks and Recreation

Jordan River Property Purchase

Council Action Request

Council Meeting

Meeting Date: July 9, 2024

Department Director Kim Sorensen Phone # 801-264-2619 Presenters Sorensen Kim Required Time for Presentation 15 Minutes Is This Time Sensitive No Mayor's Approval  Date June 26, 2024	Purpose of Proposal Discuss resolution to purchase 50% of two properties located at 1193 W Winchester, and 1130 West Saddle Bluff Street. Action Requested Approve Resolution Attachments misc. property documents, resolution. Budget Impact Park Impact Funds will be used for purchase. Description of this Item Property is located west of the Jordan River at the Murray/West Jordan border. One section is located in Murray City and one in West Jordan. Salt Lake County is providing funds for 50% of the property and Murray 50%. 
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RESOLUTION NO. _____

A RESOLUTION APPROVING TWO PURCHASE AND SALE AGREEMENTS INVOLVING THE CITY AND SALT LAKE COUNTY ("COUNTY") FOR THE JOINT ACQUISITION OF CERTAIN REAL PROPERTY LOCATED AT 1193 WEST WINCHESTER STREET, MURRAY, UTAH AND 1130 WEST SADDLE BLUFF DRIVE, WEST JORDAN, UTAH TO BE USED AS PUBLIC PARK PROPERTY.

WHEREAS, Title 11, Chapter 13, of the Utah Code, provides that two or more public agencies may enter into an agreement with one another for joint or cooperative actions; and

WHEREAS, the City and Salt Lake County are "public agencies" as contemplated in section 11-13-101 of the Utah Code, *et seq.* – Interlocal Cooperation Agreement Act; and

WHEREAS, the property owner of the real property located at 1193 West Winchester Street, Murray, Utah and at 1130 West Saddle Bluff Drive, West Jordan, Utah (collectively, the "Property"), recently offered both parcels for sale to the public; and

WHEREAS, the offering of property in these locations is a rare opportunity to acquire vacant land for public purposes; and

WHEREAS, the City submitted an offer that was accepted by the Property owner; and

WHEREAS, Salt Lake County representatives expressed an interest in joining with the City to acquire, develop, and maintain the Property as a public park; and

WHEREAS, the City Council has determined that it is in the best interests of the inhabitants of Murray to jointly with Salt Lake County, enter into agreements for acquisition of the Property ("Agreements"); and

WHEREAS, the Agreements have been presented to the Council for review and approval, copies of which are attached hereto; and

WHEREAS, the Agreements set forth the rights, duties, and responsibilities of the parties.

NOW, THEREFORE, BE IT RESOLVED by the Murray City Municipal Council as follows:

1. It hereby approves the Agreements, in substantially the form attached hereto; and
2. The Purchase and Sale Agreements are in the best interest of the City; and

3. Mayor Brett A. Hales is hereby authorized to execute the Agreements on behalf of City and act in accordance with their terms.

DATED this day of July, 2024.

MURRAY CITY MUNICIPAL COUNCIL

Pam Cotter, Chair

ATTEST

Brooke Smith, City Recorder

PURCHASE AND SALE AGREEMENT

(Property Number: 548-7552)

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is effective as of the Effective Date, by and between THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole fka Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole (“**Seller**”), and Murray City Corporation (the “**City**”) and Salt Lake County, a body corporate and politic of the State of Utah (the “**County**”) (the City and the County are collectively referred to herein as “**Buyers**”).

RECITALS

- A. Seller is the owner of certain real property located at 1130 W Saddle Bluff Drive, West Jordan, Salt Lake County, State of Utah, as more fully described on Exhibit A attached hereto (the “**Real Property**”), together with those items included in the definition of “**Property**” below.
- B. Buyers desire to purchase from Seller, and Seller is willing to sell to Buyers, the Property upon the covenants, terms, conditions, and provisions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants, representations, and warranties hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyers agree as follows:

- 1. **DEFINITIONS.** The following terms shall have the following meanings when used in this Agreement:
 - 1.1 **Agreement** – This Purchase and Sale Agreement, including all exhibits and schedules attached hereto.
 - 1.2 **Business Day** – A day other than a Saturday, Sunday, or day on which banking institutions in Utah are authorized or required by law or executive order to be closed.
 - 1.3 **Buyers’s Consultants** – The attorneys, lenders, and consultants of Buyers that are specifically working with Buyers on the Purchase and Sale Transaction.
 - 1.4 **Cash** – United States currency represented by certified or cashier’s check, wire transfer or other readily available funds.
 - 1.5 **Closing or Close of Escrow** – The closing and consummation of the Purchase and Sale Transaction, as evidenced by the delivery of all required funds to Seller and the recording of the Deed.
 - 1.6 **Closing Date** – On or before the date which is (30) calendar days after the expiration of the Feasibility Review Period.
 - 1.7 **Current Knowledge** – With respect to Seller shall mean the current, actual knowledge of the Seller Representatives, and with respect to Buyers shall mean the current, actual knowledge of Buyers.

- 1.8 **Effective Date** – The later of the date that Buyers or Seller acknowledges receipt of a fully executed Agreement, as evidenced by Buyers’ or Seller’s signatures and the date inserted following their signatures on the signature page herein.
- 1.9 **Escrow** – The escrow created with the Escrow Agent pursuant to this Agreement.
- 1.10 **Feasibility Review Period** – The period of time from the Effective Date until 5:00 pm, Mountain Standard Time, on the date which is (90) calendar days after the Effective Date.
- 1.11 **Hazardous Materials** – Any (i) hazardous, harmful, dangerous, or toxic waste, item, substance, material, or product (including, without limitation, any and all asbestos or petroleum-based products) as presently defined by any federal, state, or local environmental and/or health law, act, edict, directive, decree, rule, statute, ordinance, or regulation, including without limitation, (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et. seq., (b) the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 5101, et. seq., (c) the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901, et. seq., (d) the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et. seq., (e) the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et. seq., (f) all state or local environmental laws, and (g) all regulations related to any of the foregoing; or (ii) other item, substance, material, or product prohibited, limited, or regulated by any of the laws, acts, edicts, directives, decrees, rules, statutes, ordinances, or regulations described above.
- 1.12 **Opening of Escrow** – The date of delivery to and acceptance by Escrow Agent of a fully executed original of this Agreement.
- 1.13 **Permitted Exceptions** – All taxes and assessments against the Property which are not yet due and payable as of the Closing Date, all then-current zoning laws and restrictions relating to the Property (all in connection with the Entitlements), any patent claims and/or reservations, standard exceptions to a standard owner’s title insurance policy, and all other matters affecting title to the Property contained in the Title Report or shown on the Survey as are accepted by Buyers pursuant to the provisions of Section 6.2 of this Agreement.
- 1.14 **Personal Property** – Not Applicable
- 1.15 **Property** – The Real Property, together with (i) all buildings, structures and improvements currently included thereon; (ii) any and all easements, rights of way, and appurtenances running with or pertaining thereto, including without limitation any rights to use adjacent streets or alleyways; (iii) the Personal Property; and (iv) applicable water rights, energy, and mineral rights.
- 1.16 **Purchase and Sale Transaction** – The purchase of all of the Property by Buyers, and the sale of all of the Property by Seller, all as contemplated by this Agreement.
2. **Purchase Agreement**. Seller hereby agrees to sell to Buyers, and Buyers hereby agrees to purchase from Seller, the Property. The Property shall be purchased in accordance with, and subject to, the terms, conditions, and provisions fully set forth below.
3. **Purchase Price**. The Purchase Price for the Purchase and Sale Transaction shall be as follows:
- 3.1 **Purchase Price**. The purchase price of the Property (the “**Purchase Price**”) shall be Three Hundred and Seventy-Five DOLLARS (\$ 375,000).
- 3.2 **Earnest Money**. Buyers shall deposit the following amounts (collectively with any and all interest accrued thereon, the “**Earnest Money**”) in accordance with the following provisions:
- 3.2.1 Fifteen Thousand DOLLARS (\$ 15,000) in Cash deposited with Escrow Agent within three (3) Business Days after the delivery to Escrow Agent of a fully executed original of this Agreement. The City and the County shall each contribute \$7,500 towards this Earnest Money payment. In the event that the Earnest Money is not timely delivered

by Buyers to Escrow Agent, then this Agreement shall be null and void in all respects and neither party shall have any obligations of any kind except to the extent the obligations by their terms expressly survive any termination of this Agreement.

- 3.3 **Balance of the Purchase Price.** The Purchase Price, less the Earnest Money, shall be paid by Buyers to Seller at the Closing of the Purchase and Sale Transaction as follows: The City shall pay \$180,000.00 towards the Purchase Price at the Closing, and the County shall pay \$180,000.00 towards the Purchase Price at Closing.

4. **Disposition of Earnest Money.** Seller and Buyers hereby instruct Escrow Agent to hold the Earnest Money, if any, and to disburse the Earnest Money as follows:

- 4.1 **Distribution of Earnest Money to Buyers.** If the Purchase and Sale Transaction for the Property is not consummated due to (i) the timely termination of this Agreement by Buyers pursuant to an existing termination right under this Agreement in which the express terms of such termination right provide that Buyers is granted the right to receive the portion of the Earnest Money each contributed; or (ii) the termination of this Agreement by Buyers due to a material Seller Default under this Agreement, then all portions of the Earnest Money contributed respectively by Buyers shall be paid and disbursed immediately to Buyers. Notwithstanding the foregoing, if Buyers elect to terminate pursuant to their termination right under Section 5.1.4 below after the expiration of the Feasibility Review Period (100%) of the Earnest Money shall be paid and disbursed immediately to Seller.

- 4.2 **Distribution of Earnest Money to Seller.** If the Purchase and Sale Transaction for the Property is not consummated due to (i) any termination of this Agreement by any party for any reason other than as expressly set forth in Subsections 4.1 above; or (ii) a Buyers Default under this Agreement, all portions of the Earnest Money shall be paid and disbursed immediately to Seller.

- 4.3 **Application of the Earnest Money to Purchase and Sale Transaction.** If the Purchase and Sale Transaction is consummated, the Earnest Money shall be applied at the Closing to the Purchase Price in accordance with Section 3.3 above and shall be paid to Seller.

5. **Feasibility Review Period.** During the Feasibility Review Period, Buyers shall have the right to inspect the Property and to conduct, review and approve any investigations, tests, analyses, studies or other matters deemed necessary by Buyers to determine the condition and fitness of the Property and the feasibility and desirability of acquiring the Property (the "Feasibility Review"), all in accordance with the terms and provisions of this Section 5.

- 5.1 **Feasibility Review.** Seller hereby grants to Buyers and Buyers' employees, contractors and agents, upon reasonable notice, a nonexclusive right and license to enter upon the Property, at Buyers' sole risk, to conduct the Feasibility Review, and other inspections during the Feasibility Review Period. Notwithstanding the foregoing, Buyers shall not have the right to perform an invasive or intrusive testing at, in, on or under the Property without the additional prior written consent of Seller, which consent may be withheld in Seller's sole discretion. In all events, Buyers shall use its best and most diligent efforts to minimize any inconvenience or disturbance of any and all tenants in connection with Buyers' entry onto, or Feasibility Review of, the Property.

- 5.1.1 **Damage; Repairs.** Buyers will immediately repair any damage to the Property resulting from such entry upon, or testing of, the Property to the same or better condition that existed prior to such entry upon or testing of the Property.

- 5.1.2 **Indemnification.** Buyers shall indemnify, defend, save and hold Seller harmless from

any losses, costs, expenses, damages, injuries, deaths, causes of action, liens, penalties, fines, and liabilities of any and all kinds whatsoever (including, without limitation, reasonable attorneys' fees and costs) caused by, or in any way related to, the acts or omissions of Buyers and its employees, contractors and agents during and in connection with the Feasibility Review. The obligations of Buyers set forth above in the preceding sentence shall expressly survive any cancellation, termination, or expiration of this Agreement.

5.1.3 **Insurance Requirements.** County is self-insured pursuant to the provisions of Utah Code Ann. § 63G-7-801. Prior to any entry by Buyers and/or any of Buyers' employees, contractors and agents on the Property, County shall furnish evidence satisfactory to Seller that it is self-insured.

5.1.4 **Termination.** If the results of Buyers' Feasibility Review are unsatisfactory to Buyers for any reason, then Buyers may terminate this Agreement prior to the expiration of the Feasibility Review Period by giving Seller written notice of termination (a "**Termination Notice**"), whereupon all portions of the Earnest Money contributed respectively by Buyers shall be returned to Buyers in accordance with Section 4 of this Agreement, and neither Buyers nor Seller shall have any further right, liability, duty or obligation under this Agreement, except for agreements or covenants that specifically survive termination. In the event Buyers do not timely terminate this Agreement prior to the expiration of the Feasibility Review Period, then Buyers (i) shall be deemed to have waived their right to terminate under this Section 5.1.4 and to have approved the condition of the Property in all respects (subject to the satisfaction of all conditions set forth herein); and (ii) Buyers and Seller shall continue to consummate the Purchase and Sale Transaction subject to all other terms and conditions set forth herein. Notwithstanding anything contained herein to the contrary, any amount deposited by Buyers with the Escrow Agent in connection with this Purchase and Sale Transaction shall become automatically non-refundable upon the expiration of the time period to which such deposit applied.

5.2 **Inspection Materials.**

5.2.1 **Inspection Materials Defined.** Seller, within a reasonable period after the Opening of Escrow, shall make available the following materials to Buyers to the extent same are in Seller's possession or control (collectively, the "**Inspection Materials**"):

(A) The most recent survey of the Real Property, if any; and

(B) A title commitment with respect to the Real Property issued by the Escrow Agent and committing to issue a standard owner's policy of title insurance with respect to the Property, together with copies of all instruments referred to on Schedule "B" of such report (collectively, the "**Title Report**")

5.2.2 **No Warranties for Inspection Materials.** In no event shall Seller be required to provide to Buyers any materials or documentation that are attorney work product or attorney-client privileged. All Inspection Materials are furnished to Buyers "AS IS" with no warranty or representations of any kind whatsoever from Seller.

5.3 **Confidentiality of Inspection Materials, Feasibility Review Results, and All Other Terms of this Agreement.** All Inspection Materials (whether provided to Buyers prior to, on or after the Effective Date), the results of any Feasibility Review (whether received by Buyers prior to, on or after the Effective Date), and all other terms and provisions of this Agreement (including the

existence thereof and/or any negotiations that have occurred and/or will occur between Seller and Buyers) shall be kept and maintained strictly confidential by Buyers and same shall not be disclosed to any other party except as provided by the terms and provisions of Section 34 below; provided, however, such Inspection Materials, and the results of any Feasibility Review, may be disclosed to Buyers' Consultants to the limited extent necessary to allow Buyers (i) to review and approve the condition of the Property in connection with its purchase of the Property; and (ii) to consummate the Purchase and Sale Transaction specifically contemplated by this Agreement. In the event any Inspection Materials, the results of any Feasibility Review, and/or any terms and provisions of this Agreement (including the existence thereof and/or any negotiations that have occurred and/or will occur between Seller and Buyers) are disclosed to any Buyers' Consultants, Buyers shall, to the extent permitted by law, cause Buyers' Consultants to agree in writing to keep and maintain the Inspection Materials and the results of any Feasibility Review confidential in the same manner as set forth above. The terms and conditions related to this confidentiality provision shall expressly survive any termination or cancellation of this Agreement. Buyers shall indemnify, defend, save, and hold Seller harmless (and all of its affiliates, parent companies, members, managers, directors, employees, representatives, agents, and/or representatives) from all liabilities of any kind relating to any disclosures by Buyers or Buyers' Consultants in breach of this Section 5.3. In addition, Buyers shall be responsible and liable for any and all damages of Seller with respect to any such breach. The terms and provisions of this Section 5.3 shall survive any cancellation, termination, or expiration of this Agreement.

- 5.4 **Return of Inspection Materials and Other Documentation.** Should this Agreement be terminated for any reason, Buyers shall, to the extent permitted by law, furnish to Seller within ten (10) days thereafter: (i) copies of any and all Inspection Materials furnished to or obtained by Buyers; and (ii) copies of any surveys, reports and test results of any kind obtained by Buyers with respect to the Property. The terms and provisions of this Section 5.4 shall survive any cancellation, termination, or expiration of this Agreement.

6. **Survey and Title Review.**

- 6.1 **Survey.** Buyers may, at Buyers' expense, during the Feasibility Review Period obtain an ALTA survey for the Property by obtaining a new survey. In all events, the most recent survey for the Property, as may be updated or obtained by Buyers, shall be referred to herein as the "Survey." If Buyers elect to obtain a Survey, then such Survey shall be certified to both Seller and Buyers.
- 6.2 **Title Review.** Buyers shall have until the expiration of the Feasibility Review Period to review any easements, liens, encumbrances, or other exceptions or matters disclosed in or shown on the Survey and work together with the Escrow Agent to obtain such title insurance coverages. In the event that Buyers are unable to obtain any and all applicable title coverages, or if Buyers otherwise do not approve the condition of title to the Property, then Buyers shall have the right on or before the expiration of the Feasibility Review Period to terminate this Agreement by delivering a Termination Notice to Seller, whereupon all portions of the Earnest Money shall be returned to Buyers in accordance with Section 4 of this Agreement, and neither Buyers nor Seller shall have any further right, liability, duty or obligation under this Agreement, except for agreements or covenants that specifically survive termination. In the event Buyers do not timely terminate this Agreement prior to the expiration of the Feasibility Review Period, then (i) Buyers shall be deemed to have waived their right to terminate under this Section 6.2 and all items, exceptions, and conditions shown on the then-current Title Report and the Survey shall be deemed approved as "Permitted Exceptions" to the title of the Property; and (ii) Buyers and Seller shall continue to consummate the Purchase and Sale Transaction subject to all other terms

and conditions set forth herein.

- 6.3 **Title Policy.** At the Closing, Escrow Agent shall issue to Buyers, at Seller's expense, a standard owner's policy of title insurance ("Title Policy") in the amount of the Purchase Price insuring Buyers as the fee owners of the Property, subject to all Permitted Exceptions and standard exceptions relating to a standard owner's policy of title insurance. Buyers may, at their expense, obtain extended coverage and/or such endorsements for the Property as Buyers may reasonably request or require. Obtaining extended coverage and/or any endorsements shall not be a condition or contingency of the Closing.

7. **Entitlements.**

- 7.1 Buyers, at their sole cost and expense, shall have until the expiration of the Feasibility Review Period to determine the suitability of the Property for Buyers' intended purposes.

8. **Closing.**

- 8.1 **Time and Place.** The Closing for the Purchase and Sale Transaction shall take place in the offices of Escrow Agent on the Closing Date.

- 8.2 **Seller's Closing Deliveries.** At the Closing, Seller shall deliver, or cause to be delivered, to Escrow Agent and Buyers, as applicable:

- 8.2.1 A special warranty deed, or its equivalent in the state where the Real Property is located (the "Deed"), on Seller's approved form, fully executed and properly acknowledged by Seller.
- 8.2.2 An affidavit on Seller's approved form, fully executed and properly acknowledged by Seller, as required by Internal Revenue Code Section 1445(b)(2);
- 8.2.3 A settlement statement signed by Seller, which is reasonably acceptable to Seller and accurately reflects the payments, credits and prorations required herein; and
- 8.2.4 Such other funds, instruments and documents as may be reasonably requested by Buyers or Escrow Agent or reasonably necessary to effect or carry out the purposes of this Agreement; provided, however, that such funds, instruments and documents shall be subject to Seller's prior approval thereof, which approval shall not be unreasonably withheld.

- 8.3 **Buyers's Closing Deliveries.** At the Closing, Buyers shall deliver to Escrow Agent:

- 8.3.1 A settlement statement signed by Buyers, which is reasonably acceptable to Buyers and accurately reflects the payments, credits and prorations required herein;
- 8.3.2 Any funds required under this Agreement for closing costs, prorations, title policies, and/or other fees and expenses related to the Closing; and
- 8.3.3 Such other funds, instruments and documents as may be reasonably requested by Seller or Escrow Agent, or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents shall be subject to Buyers' prior approval thereof, which approval shall not be unreasonably withheld).

- 8.4 **Prorations and Closing Costs.**

- 8.4.1 Except as expressly set forth in this Agreement, each party must bear its own costs (including attorneys' fees) in connection with its negotiation, due diligence investigation and conduct of the Purchase and Sale Transaction. Seller shall pay the

premium for standard coverage in connection with the Title Policy for the Closing. Buyers shall pay the cost of the Survey, if any, and any extended coverage and/or endorsements that Buyers desire in connection with the Title Policy. Any and all recording fees, escrow fees and other customary closing costs shall be allocated between Seller and Buyers in the manner customary for commercial real estate transactions in the county in which the Property is located. City and County shall each pay one-half of the customary closing costs allocated to Buyers.

- 8.4.2 All real property taxes and assessments accrued for the current year shall be prorated between the parties as of Closing.
- 8.4.3 Payments to any and all utility and other service providers related to the Property shall be prorated between the parties as of Closing.
- 8.4.4 All transfer, proceeds, or other taxes (not including general state and federal income taxes of Seller, if any) imposed upon this transaction by any state or local entity shall be paid by Buyers.

8.5 **Possession.** Buyers shall be entitled to possession of the Property at Closing.

8.6 **Seller's Closing Condition.** CLOSING SHALL BE CONTINGENT UPON SELLER RECEIVING APPROVAL FROM SELLER'S GOVERNING CORPORATE COMMITTEES PRIOR TO THE EXPIRATION OF THE FEASIBILITY REVIEW PERIOD. BUYERS AGREES THAT THE FOREGOING CONDITION IS INTENDED SOLELY FOR THE BENEFIT OF SELLER AND IS A PREREQUISITE TO SELLER ENTERING INTO THIS AGREEMENT AND CLOSING THIS PURCHASE AND SALE TRANSACTION.

9. **Representations and Warranties.**

9.1 **Seller Representations.** Seller, to Seller's Current Knowledge, as of the Effective Date and again at the Closing, represents and warrants to Buyers that:

- 9.1.1 **Organization and Standing.** Seller is duly formed, validly existing and in good standing under the laws of the State of its formation. Seller has full power and authority to enter into and perform this Agreement and all documents, instruments and agreements entered into by Seller pursuant to this Agreement, and to carry out the transactions contemplated hereby and thereby. This Agreement has been executed, and such other documents, instruments and agreements have been or will be executed, by a duly authorized representative of Seller.
- 9.1.2 **Binding Agreement.** Upon Seller's execution of this Agreement, this Agreement shall be binding and enforceable against Seller in accordance with its terms, and upon Seller's execution of the additional documents contemplated by this Agreement, they shall be binding and enforceable against Seller in accordance with their terms.
- 9.1.3 **No Condemnation.** Seller has not received any written notice of condemnation or eminent domain proceedings with respect to the Property, and no condemnation or eminent domain proceedings or negotiations have been commenced in connection with the Property.
- 9.1.4 **No Litigation.** There are no current actions, suits, or proceedings at law or in equity before any judicial body or governmental agency affecting or involving the Property.

The warranties and representations by Seller set forth in this Section 9.1 survive the Closing and the recording of the Deed for same for a period of six (6) months. All claims for breach of such representations and

warranties must be made during such six (6) month period. Notwithstanding any language to the contrary in this Agreement, in no event shall any Seller Representative have any liability, personal or otherwise, for any warranties or representations set forth herein..

- 9.2 **Buyers' Representations.** Buyers, to Buyers' Current Knowledge, as of the date of this Agreement and again at Closing, individually and independently represent and warrant to Seller that:

9.2.1 **Organization and Standing.** For itself, each Buyers is duly formed, validly existing and in good standing under the laws of the State of its formation. Each Buyer, for itself, has full power and authority to enter into and perform this Agreement and all documents, instruments and agreements entered into by Buyers pursuant to this Agreement, and to carry out the transactions contemplated hereby and thereby. This Agreement has been executed, and such other documents, instruments and agreements have been or will be executed, by a duly authorized representative of Buyers.

9.2.2 **Binding Agreement.** Upon execution of this Agreement by both the City and the County, this Agreement shall be binding and enforceable against Buyers in accordance with its terms, and upon Buyers' execution of the additional documents contemplated by this Agreement, they shall be binding and enforceable against Buyers in accordance with their terms.

The warranties and representations by Buyers set forth in this Section 9.2 shall merge with the Deed and shall not survive Closing and the recording of the Deed for same for a period of six (6) months. All claims for breach of such representations and warranties must be made during such six (6) month period. Notwithstanding any language to the contrary in this Agreement, in no event shall any Buyer Representative have any liability, personal or otherwise, for any warranties or representations set forth herein.

10. **"AS IS" Purchase.**

10.1 **Disclaimer.** Except as expressly set forth in Section 9.1 above, Seller has not made, and Buyers acknowledge that Seller has not made, any warranty, certification, or representation, express or implied, written or oral, statutory or otherwise, concerning the Property, any portion thereof, or the Inspection Materials. Without limiting the generality of the foregoing, Seller has not made, and Buyers acknowledge that Seller has not made, any warranty, certification, or representation related to: (i) the condition of title to the Property; (ii) the nature, physical condition or any other aspect of the Property; (iii) the existence of Hazardous Materials in, on, about, under or affecting the Property; (iv) the compliance of the Property with any federal, state or local laws, ordinances, statutes, rules, codes or regulations (including, without limitation, any environmental laws or any zoning codes); (v) the size, dimensions or square footage of the Property; (vi) the fitness of the Property for any particular purpose (including without limitation the current use thereof); or (vii) the completeness, adequacy, truthfulness, or accuracy of the Inspection Materials.

10.2 **Acceptance.** SUBJECT TO THE EXPRESS TERMS OF THIS AGREEMENT, BUYERS ACKNOWLEDGE FOR BUYERS AND BUYERS' SUCCESSORS AND ASSIGNS THAT BUYERS WILL BE ACQUIRING THE PROPERTY BASED SOLELY UPON BUYERS' OWN INVESTIGATION AND INSPECTION THEREOF. SELLER AND BUYERS AGREE THAT, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 9.1, THE PROPERTY SHALL BE SOLD AND BUYERS SHALL ACCEPT TITLE TO AND POSSESSION OF THE PROPERTY ON THE CLOSING DATES "AS IS, WHERE IS, WITH ALL FAULTS" WITH NO RIGHT OF SET OFF OR REDUCTION IN THE PURCHASE PRICE, AND THAT

EXCEPT AS SET FORTH IN SECTION 9.1, SUCH SALE SHALL BE WITHOUT REPRESENTATION, CERTIFICATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, AND SELLER DOES HEREBY DISCLAIM AND RENOUNCE ANY SUCH REPRESENTATION, CERTIFICATION OR WARRANTY.

10.3 **General Release.** Buyers, on behalf of themselves individually and their respective successors, assigns and representatives, do hereby release Seller and Seller's employees, officers, directors, agents, representatives, managers, members, affiliates, parent companies, and the successors and assigns of each of the foregoing from any and all claims, actions, causes of action, demands, liabilities, damages, costs, expenses, or compensation whatsoever, including attorneys' fees, whether direct or indirect, known or unknown, foreseeable or unforeseeable, which Buyers may have at Closing Date or which may arise in the future on account of or in any way arising out of or connected with this Agreement. Buyers understand the significance of executing this Agreement and the general release of claims set forth in this Section 10.3.

10.4 **Material Inducement.** Buyers hereby agree and acknowledge that the terms and conditions of this Section 10 are a material inducement to Seller's sale of the Property, and that Seller would not sell or transfer all or any part of the Property to Buyers without Buyers' express agreement to the terms and conditions of this Section 10. All terms and provisions of all portions of this Section 10 shall survive the Closing and the recording of the Deed.

11. **Risk of Loss.**

11.1 **Risk of Loss.** Subject to the provisions of this Section 11 set forth below, the risk of loss with respect to the Property will be upon Seller with respect to any executory period related to this Agreement.

11.2 **Condemnation.** If a portion of the Property becomes the subject of condemnation proceedings, Seller shall notify Buyers of such proceedings, and this Agreement shall not terminate, but shall remain in full force and effect. In such event, at Closing (i) Seller shall pay to Buyers all condemnation awards or proceeds from any such proceedings or actions in lieu thereof received by Seller to the date of Closing; (ii) Seller shall assign to Buyers all of Seller's rights to defend such proceedings or actions in lieu thereof; and (iii) Buyers shall take the Property subject to any such proceedings. The Purchase Price shall not be adjusted or reduced for any such proceedings or for any land taken by condemnation, but rather the acreage for purposes of such calculation shall be the acreage of the Property prior to the condemnation. As used herein, the phrase "becomes the subject of condemnation proceedings" shall mean the service upon Seller of a formal notice of condemnation by a governmental authority with the power of eminent domain, specifying that all or a portion of the Property is subject to such proceeding or action.

11.3 **Casualty.**

11.3.1 **Minor Casualty.** If the Property shall be damaged by any casualty prior to Closing, and the loss in value to the Property because of such casualty (the "Casualty Loss Value"), as estimated by Seller in Seller's sole but reasonable discretion, is less than or equal to five percent (5%) of the Purchase Price, then this Agreement shall continue in full force and effect and the Closing shall occur as otherwise provided herein, without any adjustment to the Purchase Price.

11.3.2 **Major Casualty.** If the Property shall be damaged by any casualty prior to Closing, and the Casualty Loss Value, as estimated by Seller in Seller's sole but reasonable discretion, is more than five percent (5%) of the Purchase Price, then either Seller or

Buyers may elect to terminate this Agreement, by written notice to the other party given not more than ten (10) days after receipt of written notice from Seller to Buyers of Seller's estimate of the valuation loss, which estimate notice Seller shall give within thirty (30) days after the casualty. If neither party elects to so terminate this Agreement, then this Agreement shall continue in full force and effect and the Closing shall occur as otherwise provided herein, without any adjustment to the Purchase Price.

12. **Broker's Commission.** Except as disclosed below in Section 15, Buyers and Seller represent and warrant that they have not dealt with any broker or finder in connection with this Agreement or the Purchase and Sale Transaction. Buyers and Seller shall and do hereby each indemnify the other against, and agree to hold the other harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement or the Purchase and Sale Transaction based on any act by or agreement or contract with the indemnifying party asserted by anyone, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the other party on account of or arising from any such claim, demand or suit. Any brokerage agreement between Buyers and Seller with their respective broker(s) shall be memorialized by separate agreement; no brokerage fees or commissions shall be based on this Agreement.

13. **Remedies and Termination**

- 13.1 **Seller's Remedies.** In the event Buyers default in any of their agreements, covenants, representations, warranties or other obligations under this Agreement ("**Buyers' Default**"), Seller shall give Buyers written notice of such default and thereafter Buyers shall have ten (10) Business Days to cure such default (or such longer period if such is reasonably necessary in order to cure the default, not to exceed thirty (30) days, and then only if Buyers commence such cure within the initial ten (10) Business Day period, and thereafter, diligently pursues the cure to completion). Notwithstanding the foregoing, all time periods set forth herein in which Buyers must satisfy any condition, perform any act, or otherwise complete any task are not subject to any cure period. In the event that Buyers fails to timely cure Buyers' Default, Seller may: (i) waive the effect of such default and proceed to consummate the Purchase and Sale Transaction; (ii) cancel this Agreement and retain the Earnest Money, if any, in accordance with Section 4 of this Agreement; (iii) bring an appropriate action for specific performance of this Agreement; and/or (iv) otherwise seek any other right or remedy available at law or in equity.
- 13.2 **Buyers' Remedies.** In the event Seller materially defaults in any of its agreements, covenants, representations, warranties or other obligations under this Agreement ("**Seller's Default**"), Buyers shall give Seller written notice of such default and thereafter Seller shall have ten (10) Business Days to cure such default (or such longer period if such is reasonably necessary in order to cure the default, not to exceed thirty (30) days, provided that Seller commences such cure within the initial ten (10) Business Day period and thereafter diligently pursues the cure to completion). In the event that Seller fails to cure Seller's Default within the cure period, Buyers may, as Buyers' sole remedies for such Seller's Default: (i) waive the effect of such default and proceed to consummate the Purchase and Sale Transaction; (ii) cancel this Agreement in accordance with Section 13.3 below; or (iii) bring an appropriate action for specific performance of this Agreement. All rights and remedies contained in this Section 13.2 shall be non-cumulative and exclusive. In no event shall Buyers be entitled to any punitive, special, or consequential damages of any kind.
- 13.3 **Termination.** If Buyers or Seller elects to terminate this Agreement pursuant to a right granted herein, the terminating party shall give written notice of the termination to the other party and

Escrow Agent. Upon termination by notice as set forth in the preceding sentence, or upon an automatic termination in accordance with the terms of the Agreement, Escrow Agent shall disburse the Earnest Money, if any, in accordance with Section 4 above and return all documents deposited in the Escrow to the party who supplied the documents. Upon delivery of money and documents, this Agreement and the Escrow will be deemed terminated, and except as expressly provided in this Agreement, neither party will have any further liability or obligation under this Agreement. Upon termination of the Agreement because of a default by a party, the defaulting party shall be liable for and shall pay any escrow termination fees or costs; otherwise, upon any termination Seller and Buyers shall each pay half of any such fees and costs.

14. **Attorneys' Fees.** If there is any litigation between Seller and Buyers to enforce or interpret any provisions or rights under this Agreement, the unsuccessful party in such litigation, as determined by the court, shall pay to the successful party, as determined by the court, all costs and expenses, including but not limited to reasonable attorneys' fees, incurred by the successful party, such fees to be determined by the court sitting without a jury.
15. **Notices.** Except as otherwise required by law, any notice, demand, or request given in connection with the Purchase and Sale Transaction and this Agreement shall be in writing and shall be given by (i) personal delivery; (ii) recognized, national overnight courier service; (iii) United States certified mail, return receipt requested, postage or other delivery charge prepaid; or (iv) electronic mail. In all events, notice shall only be deemed given if properly addressed to Seller or Buyers as applicable, at the following addresses (or at such other address as Seller or Buyers or the person receiving copies may designate in writing given in accordance with this Section):

<p>SELLER THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole fka Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole</p> <p><u>Attention:</u> Real Estate Services Division <u>Address:</u> 50 East North Temple Street, 12th Floor Salt Lake City, Utah 84150 <u>Phone:</u> <u>Email:</u> Jeffrey.wayment@churchofjesuschrist.org</p>	<p>SELLER'S BROKER CBRE</p> <p><u>Attention:</u> Patrick Juhlin <u>Email:</u> Patrick.juhlin@cbre.com</p> <p>WITH A COPY TO Kirton McConkie <u>Address:</u> 50 E. South Temple Salt Lake City, Utah 84111 <u>Attention:</u> <u>Email:</u></p>
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<p>BUYERS Murray City Corporation</p> <p><u>Attention:</u> Kim Sorensen <u>Address:</u> 296 East Murray Park Land <u>Murray, Utah 84107</u> <u>Email:</u> ksorensen@murray.utah.gov</p> <p>And</p> <p>Salt Lake County Real Estate Manager 2001 South State Street, S3-110 Salt Lake City, Utah 84119 realestate@saltlakecounty.gov</p>	<p>WITH A COPY TO</p> <p><u>Address:</u> Salt Lake County District Attorney's Office <u>35 East 500 South</u> <u>Salt Lake City, Utah 84111</u> <u>Attention:</u> Civil Division <u>Email:</u> rpreston@slco.org</p>
<p>TITLE COMPANY</p> <p>Old Republic Title Hillary Morgan 898 North 1200 West, Ste 101 Orem, Utah 84057 801-753-7700 utcommercial@oldrepublictitle.com</p>	<p>ESCROW COMPANY</p> <p>Old Republic Title Hillary Morgan 898 North 1200 West, Ste 101 Orem, Utah 84057 801-753-7700 utcommercial@oldrepublictitle.com</p>

Notice shall be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery or electronic mail, on the date of delivery to the overnight courier service, if such a service is used, and on the date of deposit in the mail, if mailed. Notice shall be deemed to have been received on the date on which the notice is actually received or delivery is refused. Copies of all notices given to Seller or Buyers shall be given to Escrow Agent (provided, however, any omission on the part of either party to provide a copy of the applicable notice to Escrow Agent shall not affect the effectiveness of the notice if properly provided to the other parties as described above).

16. **Additional Acts.** The parties agree to promptly execute and deliver such other documents and perform such other acts as may be reasonably necessary to carry out the purposes and intent of this Agreement.
17. **Governing Law;** Jurisdiction. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah.
18. **Business Days.** If this Agreement requires any act to be done or action to be taken on a date which is not a Business Day, such act or action shall be deemed to have been validly done or taken if done or taken on the next succeeding Business Day.
19. **Waiver.** The waiver by any party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted hereunder, nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.
20. **Survival.** Only where specifically so provided herein shall any of the covenants, agreements, representations, warranties, and indemnities set forth in this Agreement survive the Closing. Any such matters that survive Closing pursuant to the terms of this Agreement shall be subject to any time limitations set forth herein, and shall not merge into any deed, assignment or other instrument executed or delivered pursuant hereto. All claims for breach of the covenants, agreements, or warranties or for material misrepresentation and indemnity made in writing during the applicable time period limitation

shall survive such period.

21. **Counterparts.** The parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same agreement. Further, the parties shall treat a copy of an original signature to this Agreement for all purposes as an original signature. The parties shall consider a copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.
22. **Successors and Assigns.** Seller shall have the right to assign its rights and obligations under this Agreement to any entity to which it transfers the Property prior to Closing, provided such entity assumes Seller's obligations under this Agreement and thereafter notice of such assignment is given to Buyers. Buyers shall not have the right to assign, transfer or convey any of its rights, interests or obligations under this Agreement to any other person or entity, without Seller's prior written consent, which consent Seller may grant or withhold in Seller's sole discretion. Notwithstanding the preceding sentence, Buyers may designate a different entity to take title to the Property at Closing. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.
23. **Entire Agreement/Amendment.** This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein as of the date hereof, and supersedes all prior oral and written agreements, discussions, and understandings of the parties hereto as to the matters set forth herein and cannot be altered or amended except pursuant to an instrument in writing signed by both Buyers and Seller.
24. **Construction.** This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic, or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Seller and Buyers hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that provides in effect that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same.
25. **Interpretation.** If there is any specific and direct conflict between, or any ambiguity resulting from, the terms and provisions of this Agreement and the terms and provisions of any document, instrument or other agreement executed in connection herewith or in furtherance hereof, including any exhibits hereto, the same shall be consistently interpreted in such manner as to give effect to the general purposes and intentions as expressed in this Agreement, which shall be deemed to prevail and control.
26. **Headings.** The headings in this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement.
27. **No Third-Party Beneficiary.** No term or provision of this Agreement or the exhibits hereto is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation, or other entity not a party hereto (including, without limitation, any broker), and no such other person, firm, corporation, or entity shall have any right or cause of action hereunder.
28. **Severability.** If any provision of this Agreement or any portion of any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not alter the remaining portion of such provision, or any other provision hereof, as each provision of this Agreement shall be deemed severable from all other provisions hereof so long as removing the severed portion does not materially alter the overall intent of this Agreement.
29. **[Intentionally left blank]**

30. **Time of the Essence.** With respect to all dates and time periods set forth in this Agreement, time is of the essence and such dates and time periods shall be strictly enforced.

31. **Relationship Disclosure.** Buyers each individually hereby warrant and represent that they:

☐ does not have a personal, business, or other relationship to the Seller or affiliated corporations or groups other than the sale of the Property; or

☐ does have a relationship to Seller and is: (mark as applicable):

☐ a currently serving ecclesiastical leader of a unit of The Church of Jesus Christ of Latter-day Saints (the "Church") where the Property is located;

☐ an employee of the Seller or any Church entity;

☐ a relative of an employee of Seller or of any other Church entity; and/or

☐ a hired agent of the Seller or any Church entity.

Buyers' Initials: _____

The truth of the foregoing representations and warranties on and as of the Effective Date and on and as of the Closing Date shall be a condition precedent to Seller's obligations to sell the Property and otherwise perform under this Agreement. All representations and warranties by Buyers set forth in this Section shall survive the execution and delivery of this Agreement, the recording of the Deed and the Closing.

32. **Special Provisions.** Notwithstanding any provision in this Agreement to the contrary, to the extent there are any conflicts with the provisions of this Section 32, the provisions of this Section 32 shall prevail and govern:

N/A

33. **AUTHORITY OF COUNTY.** County is a body corporate and politic of the State of Utah. The signature of the Salt Lake County Mayor, pursuant to a resolution of the Salt Lake County Council, is required in order to bind Buyer. In the event this Agreement is first executed by an authorized representative of the Salt Lake County Real Estate Division, this Agreement is subject to ratification by the County Mayor and County Council. If the County Council decides, in its sole discretion, not to fund performance of County under this Agreement, County shall promptly notify Seller of said non-funding and County's termination of this Agreement. Provided, County terminates this Agreement prior to the expiration of the Feasibility Review Period due to non-funding by the County Council as set forth above, then County shall not incur any penalty. However, in the event County terminates this Agreement after the expiration of the Feasibility Review Period due to non-funding as set forth herein, then Seller shall have the right to keep and retain the Earnest Money contributed by County.

34. **GRAMA.** Seller acknowledges that this Agreement and other documents are subject to public disclosure by Buyers upon approval and ratification of this Agreement by their respective legislative bodies pursuant to the Utah Government Records Access Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101, *et seq.* If Seller deems any documents or portions of documents to be proprietary and protected, Seller must make those designations in accordance with GRAMA. Disclosure of any documents or portions of documents designated as proprietary by Seller will be pursuant to GRAMA and at the sole but reasonable discretion of Buyers. Notwithstanding the foregoing, subject to all applicable laws, regulations, and ordinances, including GRAMA, Buyers and Seller hereby agree that each shall use commercially reasonable efforts to keep and maintain all aspects, terms, and conditions of this Agreement and the Purchase and Sale Transaction confidential; provided, however, (i) Buyers are hereby authorized to disclose the applicable aspects, terms, and conditions of this Agreement and the

Purchase and Sale Transaction to the extent necessary for Buyers to obtain all approvals and consents of their respective legislative bodies and/or other applicable governing bodies that are necessary for the execution hereof and/or the performance hereunder and (ii) after the Closing, Buyers shall have the right to disclose prudent and reasonable terms and conditions of the Purchase and Sale Transaction so long as no financial information (including the Purchase Price) is disclosed to any party without such party properly requesting same through a formal GRAMA request except as necessary in planning, negotiating, and seeking approval for uses of the Property.

35. ETHICAL STANDARDS. To Seller's Current Knowledge, Seller represents that it has not knowingly: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (d) influenced, and hereby promises that it will not influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

36. CAMPAIGN CONTRIBUTIONS. Seller acknowledges the prohibition of campaign contributions by contractors to County candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances, 2001. Seller also acknowledges and understands this prohibition means that any person, business, corporation, or other entity that enters into a contract or is engaged in a contract with County may be prohibited from making certain campaign contributions to County candidates. Seller further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this Agreement. To Seller's Current Knowledge, Seller represents that it has not knowingly made or caused others to make any campaign contribution to any County candidate in violation of the above-referenced County ordinance.

37. GOVERNMENTAL IMMUNITY. The parties hereto acknowledge that Buyers are governmental entities subject to and bound by the provisions of the Utah Governmental Immunity Act, Utah Code Section 63G-7-101 *et. seq.*, and/or other similar laws, acts, and/or statutes (collectively, the "Immunity Act"). Notwithstanding any other provision above, the parties agree that Buyers shall only be liable within the parameters of the Immunity Act. Nothing contained in this Agreement shall be construed to modify the limits of liability set forth in that Act or the basis for liability as established in the Immunity Act.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, Seller and Buyers have executed this Agreement as of the Effective Date.

SELLER:

By:  
Michael Marcheschi (Jun 18, 2024 16:50 MDT) JW

Name: Michael Marcheschi

Its: Authorized Agent

Date: Jun 18, 2024

BUYERS:
MURRAY CITY COPORATION

By: _____

Name: _____

Its: _____

Date: _____

SALT LAKE COUNTY

By: _____

Name: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

G.L. Critchfield
Murray City Attorney

By: _____
Derrick L. Sorensen, Real Estate Manager
Salt Lake County Parks and Recreation

REVIEWED AS TO FORM AND LEGALITY:

R. Christopher Preston
Deputy District Attorney

ESCROW AGENT ACCEPTANCE

This Purchase and Sale Agreement (the “Agreement”), and the Earnest Money, are accepted and the Escrow is opened this ____ day of _____, 20___. Escrow Agent hereby agrees to act as the Escrow Agent, as defined in the Agreement, and to perform its duties in accordance with the provisions of the Agreement. Further, Escrow Agent agrees to act as “the person responsible for closing” the Purchase and Sale Transaction within the meaning of Section 6045(a) of the Internal Revenue Code of 1986, as amended, and to file all forms and returns required thereby.

ESCROW AGENT:

By: _____

Name: _____

Title: _____

LIST OF EXHIBITS

Exhibit A - Real Property Description

EXHIBIT A

REAL PROPERTY DESCRIPTION

Tax ID No. 21-23-327-006

Parcel 1:

Beginning at a point on an existing fence line and Utah Power and Light Corridor said point being North 00°00'50" East 2076.236 feet, North 82°49'00" East 1849.202 feet, and South 461.472 feet from the Southwest corner of Section 23, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence along said fence line the following (3) bearings and distances: South 47°49'56" East 212.093 feet; thence South 17°30'08" East 237.525 feet; thence South 05°11'00" East 71.805 feet; thence South 86°05'19" West 260.580 feet to a point on the East line of said Utah Power and Light Corridor; thence along said East line North 08°37'43" West 242.568 feet; thence North 15°40'00" East 226.798 feet to the point of beginning.

Parcel 1A:

A 20' wide access easement to church ball field described as follows:


Beginning at a point that is North 89°22'10" East 2017.39 feet along the Section line from the Southwest corner of Section 23, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence along the West line of a Utah Power and Light Corridor North 08°37'00" West 1381.18 feet; thence North 86°05'19" East 20.07 feet; thence South 08°37'00" East 1382.34 feet; thence South 89°22'10" West 20.20 feet to the point of beginning.

Land | For Sale

CBRE

West Jordan Land

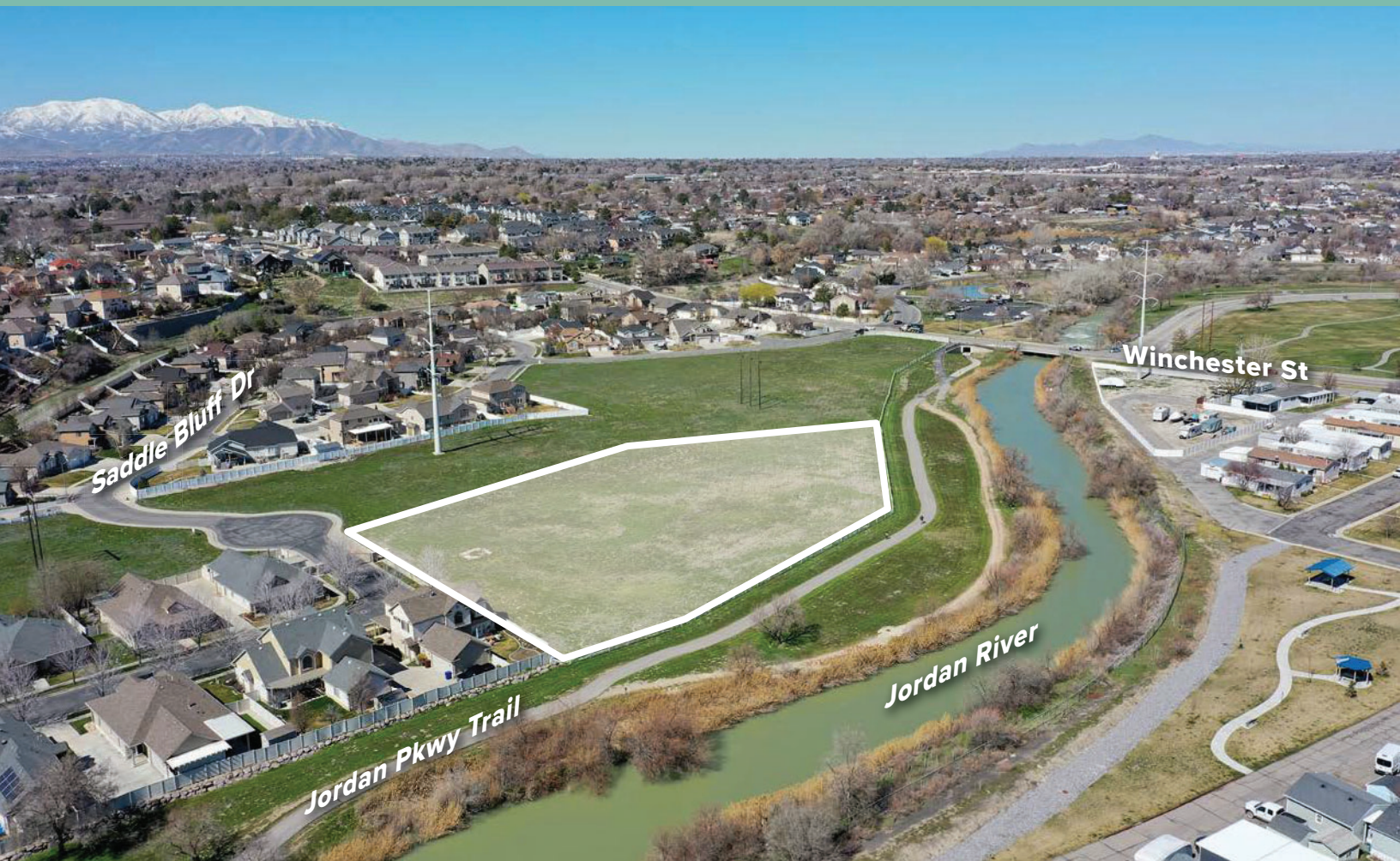
2.08 Acres for Sale

Download LOI
Form Here 

1130 West Saddle Bluff Dr
West Jordan, UT 84084

Call For Offers Due May 1, 2024

Submit to patrick.juhlin@cbre.com



West Jordan Land

1130 West Saddle Bluff Drive | West Jordan, UT 84084

For Sale



Development Opportunity

CBRE is pleased to present an opportunity to purchase 2.08 acres of land in West Jordan, Utah. This property is zoned for agricultural and is sold as-is. This area has much to offer in location and amenities. It borders the Jordan River and the Jordan River Parkway Trail. Winchester Park and Murray Parkway Golf course are across the street and Top Golf is close by as well. Fashion Place Mall and surrounding retail are minutes away. I-15 and I-215 are easily accessible from 7200 South and Redwood Road.

2.08

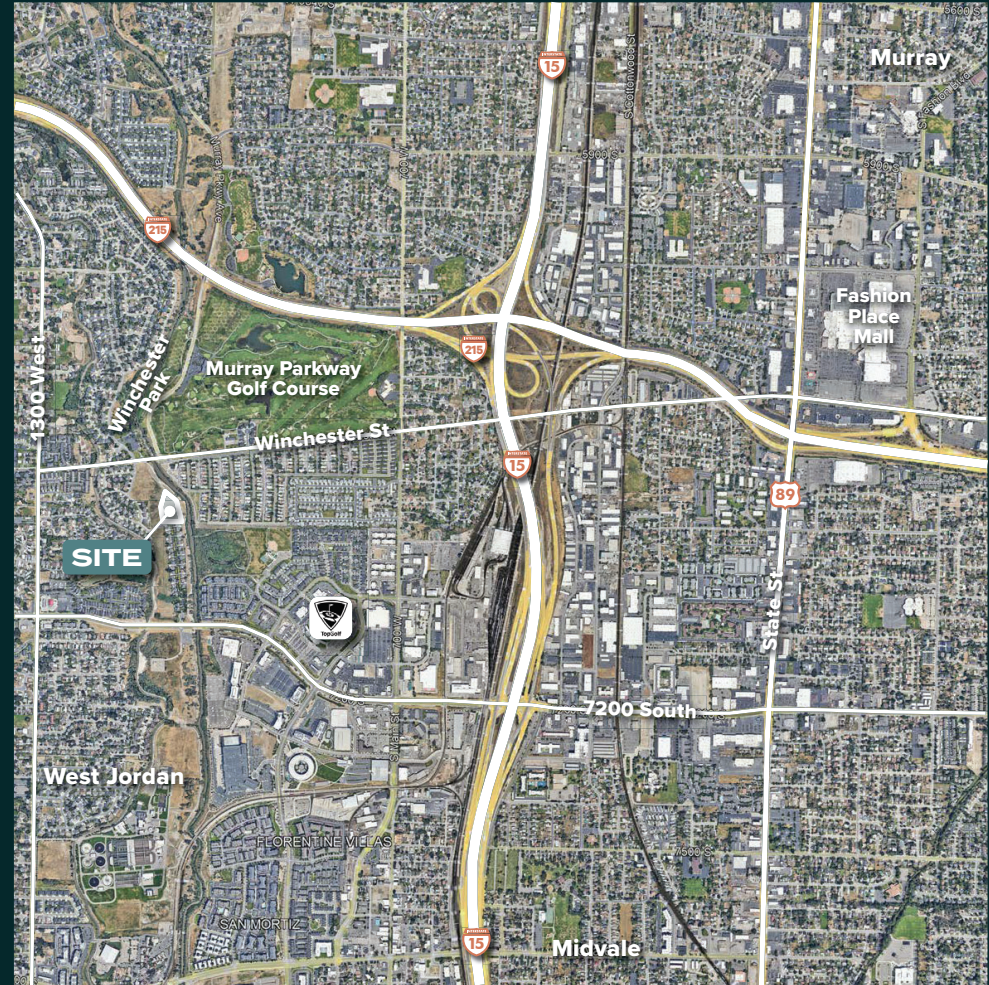
Acres

\$375K

Sale Price

AG

Zoning



Miles to

2

Interstate 15

2

Interstate 215

2

Fashion Place Mall

11

Salt Lake City

13

SLC Airport

West Jordan Land

1130 West Saddle Bluff Drive | West Jordan, UT 84084

For Sale



- + 2.08 acres
- + Zoning: AG Agricultural
- + Frontage to Jordan River & Jordan River Trail
- + As-Is Sale
- + Parcel: 21-23-327-006

- + Call for offer deadline: May 1, 2024
- + All buyers must submit on Seller's LOI document. [Click here to download.](#)
- + Submit LOI to patrick.juhlin@cbre.com

Contact Us

Patrick Juhlin

First Vice President
+1 801 869 8005
patrick.juhlin@cbre.com

Bruce Zollinger

First Vice President
+1 801 869 8040
bruce.zollinger@cbre.com

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TERMS OF LISTING AND SALE ADDENDUM

ATTACHMENT 1

1. Any agreement for the sale of the property must be on the standard real estate purchase agreement of Client or its designated Affiliated Entity. If a purchaser desires to use any other form, the purchaser must obtain the consent of Client or its designated Affiliated Entity ("**Owner**"), and any offer to purchase made by purchaser will be subject to an addendum from Owner.
2. Owner will retain, as available, all subsurface rights, including, without limitation, all water, energy, and mineral rights pertaining to the property.
3. Owner will convey the property without warranty, except that as of the date of closing the transaction, the title of the property is free from encumbrances made or suffered to be made by Owner or by anyone claiming by, through, or under Owner, and none other, subject to: (a) the permitted exceptions, (b) any state of facts that an accurate and complete ALTA/ASCM survey, or equivalent, or physical inspection of the property might disclose, (c) all zoning regulations, restrictions, rules and ordinances, land use regulations, building restrictions, and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (d) reservations, easements, rights-of-way, declarations, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity.
4. Any purchaser of the property will be required to purchase the property subject to the terms and conditions of any and all leases or rental agreements existing on the property.
5. Sales of property contiguous to other property held or retained by Owner, and sales of existing church buildings, may include a contract and/or deed restriction regarding the use of the property, at Owner's discretion.
6. ALL PROPERTY SOLD BY OWNER WILL BE SOLD "AS-IS" "WHERE IS" AND "WITH ALL FAULTS" AND WILL BE SOLD WITHOUT REPRESENTATION OR WARRANTY AS TO FREEDOM FROM ENCUMBRANCES OR LIENS EXCEPT FOR THE WARRANTIES MADE IN PARAGRAPH 3 ABOVE. CONSULTANT AND/OR AFFILIATED BROKER WILL PROVIDE PURCHASER WITH A REASONABLE OPPORTUNITY TO INSPECT THE PROPERTY, AND PURCHASER WILL BE REQUIRED TO RELY SOLELY UPON ITS OWN INSPECTION OR REVIEW. AS A CONDITION OF SALE, THE PURCHASER WILL BE REQUIRED TO RELEASE AND INDEMNIFY OWNER FROM CLAIMS ARISING FROM THE CONDITION OF THE PROPERTY, EXCLUDING CLAIMS FOR PERSONAL INJURY ARISING BEFORE THE CLOSING DATE CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF OWNER, CLAIMS ARISING OUT OF CONTRACTUAL OBLIGATIONS TO THIRD PARTIES UNDERTAKEN BY OWNER PRIOR TO CLOSING THE TRANSACTION, AND FRAUD, GROSS NEGLIGENCE, OR INTENTIONAL MISCONDUCT OF OWNER.

PURCHASE AND SALE AGREEMENT

(Property Number: 547-3101)

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is effective as of the Effective Date, by and between THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole fka Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole (“**Seller**”), and Murray City Corporation (the “**City**”) and Salt Lake County, a body corporate and politic of the State of Utah (the “**County**”) (the City and the County are collectively referred to herein as “**Buyers**”).

RECITALS

- A. Seller is the owner of certain real property located at 1193 Winchester Street, Murray, Salt Lake County, State of Utah, as more fully described on Exhibit A attached hereto (the “**Real Property**”), together with those items included in the definition of “**Property**” below.
- B. Buyers desire to purchase from Seller, and Seller is willing to sell to Buyers, the Property upon the covenants, terms, conditions, and provisions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants, representations, and warranties hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyers agree as follows:

- 1. **DEFINITIONS.** The following terms shall have the following meanings when used in this Agreement:
 - 1.1 **Agreement** – This Purchase and Sale Agreement, including all exhibits and schedules attached hereto.
 - 1.2 **Business Day** – A day other than a Saturday, Sunday, or day on which banking institutions in Utah are authorized or required by law or executive order to be closed.
 - 1.3 **Buyers’ Consultants** – The attorneys, lenders, and consultants of Buyers that are specifically working with Buyers on the Purchase and Sale Transaction.
 - 1.4 **Cash** – United States currency represented by certified or cashier’s check, wire transfer or other readily available funds.
 - 1.5 **Closing or Close of Escrow** – The closing and consummation of the Purchase and Sale Transaction, as evidenced by the delivery of all required funds to Seller and the recording of the Deed.
 - 1.6 **Closing Date** – On or before the date which is (30) calendar days after the expiration of the Feasibility Review Period.
 - 1.7 **Current Knowledge** – With respect to Seller shall mean the current, actual knowledge of the Seller Representatives, and with respect to Buyers shall mean the current, actual knowledge of Buyers.

- 1.8 **Effective Date** – The later of the date that Buyers or Seller acknowledges receipt of a fully executed Agreement, as evidenced by Buyers’ or Seller’s signatures and the date inserted following their signatures on the signature page herein.
- 1.9 **Escrow** – The escrow created with the Escrow Agent pursuant to this Agreement.
- 1.10 **Feasibility Review Period** – The period of time from the Effective Date until 5:00 pm, Mountain Standard Time, on the date which is (90) calendar days after the Effective Date.
- 1.11 **Hazardous Materials** – Any (i) hazardous, harmful, dangerous, or toxic waste, item, substance, material, or product (including, without limitation, any and all asbestos or petroleum-based products) as presently defined by any federal, state, or local environmental and/or health law, act, edict, directive, decree, rule, statute, ordinance, or regulation, including without limitation, (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et. seq., (b) the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 5101, et. seq., (c) the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901, et. seq., (d) the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et. seq., (e) the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et. seq., (f) all state or local environmental laws, and (g) all regulations related to any of the foregoing; or (ii) other item, substance, material, or product prohibited, limited, or regulated by any of the laws, acts, edicts, directives, decrees, rules, statutes, ordinances, or regulations described above.
- 1.12 **Opening of Escrow** – The date of delivery to and acceptance by Escrow Agent of a fully executed original of this Agreement.
- 1.13 **Permitted Exceptions** – All taxes and assessments against the Property which are not yet due and payable as of the Closing Date, all then-current zoning laws and restrictions relating to the Property (all in connection with the Entitlements), any patent claims and/or reservations, standard exceptions to a standard owner’s title insurance policy, and all other matters affecting title to the Property contained in the Title Report or shown on the Survey as are accepted by Buyers pursuant to the provisions of Section 6.2 of this Agreement.
- 1.14 **Personal Property** – Not Applicable
- 1.15 **Property** – The Real Property, together with (i) all buildings, structures and improvements currently included thereon; (ii) any and all easements, rights of way, and appurtenances running with or pertaining thereto, including without limitation any rights to use adjacent streets or alleyways; (iii) the Personal Property; and (iv) applicable water rights, energy, and mineral rights.
- 1.16 **Purchase and Sale Transaction** – The purchase of all of the Property by Buyers, and the sale of all of the Property by Seller, all as contemplated by this Agreement.
2. **Purchase Agreement.** Seller hereby agrees to sell to Buyers, and Buyers hereby agree to purchase from Seller, the Property. The Property shall be purchased in accordance with, and subject to, the terms, conditions, and provisions fully set forth below.
3. **Purchase Price.** The Purchase Price for the Purchase and Sale Transaction shall be as follows:
- 3.1 **Purchase Price.** The purchase price of the Property (the “**Purchase Price**”) shall be One Million Seven Hundred Thousand DOLLARS (\$ 1,700,000).
- 3.2 **Earnest Money.** Buyers shall deposit the following amounts (collectively with any and all interest accrued thereon, the “**Earnest Money**”) in accordance with the following provisions:
- 3.2.1 Fifty Thousand DOLLARS (\$ 50,000) in Cash deposited with Escrow Agent within five (5) Business Days after the delivery to Escrow Agent of a fully executed original of this Agreement. The City and the County shall each contribute \$25,000 towards this Earnest Money payment. In the event that the Earnest Money is not timely delivered

by Buyers to Escrow Agent, then this Agreement shall be null and void in all respects and neither party shall have any obligations of any kind except to the extent the obligations by their terms expressly survive any termination of this Agreement.

3.3 **Balance of the Purchase Price.** The Purchase Price, less the Earnest Money, shall be paid by Buyers to Seller at the Closing of the Purchase and Sale Transaction as follows: The City shall pay \$825,000.00 towards the Purchase Price at the Closing, and the County shall pay \$825,000.00 towards the Purchase Price at Closing.

4. **Disposition of Earnest Money.** Seller and Buyers hereby instruct Escrow Agent to hold the Earnest Money, if any, and to disburse the Earnest Money as follows:

4.1 **Distribution of Earnest Money to Buyers.** If the Purchase and Sale Transaction for the Property is not consummated due to (i) the timely termination of this Agreement by Buyers pursuant to an existing termination right under this Agreement in which the express terms of such termination right provide that Buyers are granted the right to receive the portion of the Earnest Money each contributed; or (ii) the termination of this Agreement by Buyers due to a material Seller Default under this Agreement, then all portions of the Earnest Money contributed respectively by Buyers shall be paid and disbursed immediately to Buyers. Notwithstanding the foregoing, if Buyers elect to terminate pursuant to their termination right under Section 5.1.4 below after the expiration of the Feasibility Review Period, one hundred percent (100%) of the Earnest Money shall be paid and disbursed immediately to Seller.

4.2 **Distribution of Earnest Money to Seller.** If the Purchase and Sale Transaction for the Property is not consummated due to (i) any termination of this Agreement by any party for any reason other than as expressly set forth in Subsection 4.1 above; or (ii) a Buyers Default under this Agreement, all portions of the Earnest Money shall be paid and disbursed immediately to Seller.

4.3 **Application of the Earnest Money to Purchase and Sale Transaction.** If the Purchase and Sale Transaction is consummated, the Earnest Money shall be applied at the Closing to the Purchase Price in accordance with Section 3.3 above and shall be paid to Seller.

5. **Feasibility Review Period.** During the Feasibility Review Period, Buyers shall have the right to inspect the Property and to conduct, review and approve any investigations, tests, analyses, studies or other matters deemed necessary by Buyers to determine the condition and fitness of the Property and the feasibility and desirability of acquiring the Property (the “Feasibility Review”), all in accordance with the terms and provisions of this Section 5.

5.1 **Feasibility Review.** Seller hereby grants to Buyers and Buyers’ employees, contractors and agents, upon reasonable notice, a nonexclusive right and license to enter upon the Property, at Buyers’ sole risk, to conduct the Feasibility Review, and other inspections during the Feasibility Review Period. Notwithstanding the foregoing, Buyers shall not have the right to perform an invasive or intrusive testing at, in, on or under the Property without the additional prior written consent of Seller, which consent may be withheld in Seller’s sole discretion. In all events, Buyers shall use their best and most diligent efforts to minimize any inconvenience or disturbance of any and all tenants in connection with Buyers’ entry onto, or Feasibility Review of, the Property.

5.1.1 **Damage; Repairs.** Buyers will immediately repair any damage to the Property resulting from such entry upon, or testing of, the Property to the same or better condition that existed prior to such entry upon or testing of the Property.

5.1.2 **Indemnification.** Buyers shall indemnify, defend, save and hold Seller harmless from

any losses, costs, expenses, damages, injuries, deaths, causes of action, liens, penalties, fines, and liabilities of any and all kinds whatsoever (including, without limitation, reasonable attorneys' fees and costs) caused by, or in any way related to, the acts or omissions of Buyers and its employees, contractors and agents during and in connection with the Feasibility Review. The obligations of Buyers set forth above in the preceding sentence shall expressly survive any cancellation, termination, or expiration of this Agreement.

5.1.3 **Insurance Requirements.** County is self-insured pursuant to the provisions of Utah Code Ann. § 63G-7-801. Prior to any entry by Buyers and/or any of Buyers' employees, contractors and agents on the Property, County shall furnish evidence satisfactory to Seller that it is self-insured.

5.1.4 **Termination.** If the results of Buyers' Feasibility Review are unsatisfactory to Buyers for any reason, then Buyers may terminate this Agreement prior to the expiration of the Feasibility Review Period by giving Seller written notice of termination (a "**Termination Notice**"), whereupon all portions of the Earnest Money contributed respectively by Buyers shall be returned to Buyers in accordance with Section 4 of this Agreement, and neither Buyers nor Seller shall have any further right, liability, duty or obligation under this Agreement, except for agreements or covenants that specifically survive termination. In the event Buyers do not timely terminate this Agreement prior to the expiration of the Feasibility Review Period, then Buyers (i) shall be deemed to have waived their right to terminate under this Section 5.1.4 and to have approved the condition of the Property in all respects (subject to the satisfaction of all conditions set forth herein); and (ii) Buyers and Seller shall continue to consummate the Purchase and Sale Transaction subject to all other terms and conditions set forth herein. Notwithstanding anything contained herein to the contrary, any amount deposited by Buyers with the Escrow Agent in connection with this Purchase and Sale Transaction shall become automatically non-refundable upon the expiration of the time period to which such deposit applied.

5.2 **Inspection Materials.**

5.2.1 **Inspection Materials Defined.** Seller, within a reasonable period after the Opening of Escrow, shall make available the following materials to Buyers to the extent same are in Seller's possession or control (collectively, the "**Inspection Materials**"):

(A) The most recent survey of the Real Property, if any; and

(B) A title commitment with respect to the Real Property issued by the Escrow Agent and committing to issue a standard owner's policy of title insurance with respect to the Property, together with copies of all instruments referred to on Schedule "B" of such report (collectively, the "**Title Report**")

5.2.2 **No Warranties for Inspection Materials.** In no event shall Seller be required to provide to Buyers any materials or documentation that are attorney work product or attorney-client privileged. All Inspection Materials are furnished to Buyers "AS IS" with no warranty or representations of any kind whatsoever from Seller.

5.3 **Confidentiality of Inspection Materials, Feasibility Review Results, and All Other Terms of this Agreement.** All Inspection Materials (whether provided to Buyers prior to, on or after the Effective Date), the results of any Feasibility Review (whether received by Buyers prior to, on or after the Effective Date), and all other terms and provisions of this Agreement (including the

existence thereof and/or any negotiations that have occurred and/or will occur between Seller and Buyers) shall be kept and maintained strictly confidential by Buyers and same shall not be disclosed to any other party except as provided by the terms and provisions of Section 34 below; provided, however, such Inspection Materials, and the results of any Feasibility Review, may be disclosed to Buyers' Consultants to the limited extent necessary to allow Buyers (i) to review and approve the condition of the Property in connection with its purchase of the Property; and (ii) to consummate the Purchase and Sale Transaction specifically contemplated by this Agreement. In the event any Inspection Materials, the results of any Feasibility Review, and/or any terms and provisions of this Agreement (including the existence thereof and/or any negotiations that have occurred and/or will occur between Seller and Buyers) are disclosed to any Buyers' Consultants, Buyers shall, to the extent permitted by law, cause Buyers' Consultants to agree in writing to keep and maintain the Inspection Materials and the results of any Feasibility Review confidential in the same manner as set forth above. The terms and conditions related to this confidentiality provision shall expressly survive any termination or cancellation of this Agreement. Buyers shall indemnify, defend, save, and hold Seller harmless (and all of its affiliates, parent companies, members, managers, directors, employees, representatives, agents, and/or representatives) from all liabilities of any kind relating to any disclosures by Buyers or Buyers' Consultants in breach of this Section 5.3. In addition, Buyers shall be responsible and liable for any and all damages of Seller with respect to any such breach. The terms and provisions of this Section 5.3 shall survive any cancellation, termination, or expiration of this Agreement.

- 5.4 **Return of Inspection Materials and Other Documentation.** Should this Agreement be terminated for any reason, Buyers shall, to the extent permitted by law, furnish to Seller within ten (10) days thereafter: (i) copies of any and all Inspection Materials furnished to or obtained by Buyers; and (ii) copies of any surveys, reports and test results of any kind obtained by Buyers with respect to the Property. The terms and provisions of this Section 5.4 shall survive any cancellation, termination, or expiration of this Agreement.

6. **Survey and Title Review.**

- 6.1 **Survey.** Buyers may, at Buyers' expense, during the Feasibility Review Period obtain an ALTA survey for the Property by obtaining a new survey. In all events, the most recent survey for the Property, as may be updated or obtained by Buyers, shall be referred to herein as the "Survey." If Buyers elect to obtain a Survey, then such Survey shall be certified to both Seller and Buyers.
- 6.2 **Title Review.** Buyers shall have until the expiration of the Feasibility Review Period to review any easements, liens, encumbrances, or other exceptions or matters disclosed in or shown on the Survey and work together with the Escrow Agent to obtain such title insurance coverages. In the event that Buyers are unable to obtain any and all applicable title coverages, or if Buyers otherwise do not approve the condition of title to the Property, then Buyers shall have the right on or before the expiration of the Feasibility Review Period to terminate this Agreement by delivering a Termination Notice to Seller, whereupon all portions of the Earnest Money shall be returned to Buyers in accordance with Section 4 of this Agreement, and neither Buyers nor Seller shall have any further right, liability, duty or obligation under this Agreement, except for agreements or covenants that specifically survive termination. In the event Buyers do not timely terminate this Agreement prior to the expiration of the Feasibility Review Period, then (i) Buyers shall be deemed to have waived their right to terminate under this Section 6.2 and all items, exceptions, and conditions shown on the then-current Title Report and the Survey shall be deemed approved as "Permitted Exceptions" to the title of the Property; and (ii) Buyers and Seller shall continue to consummate the Purchase and Sale Transaction subject to all other terms

and conditions set forth herein.

- 6.3 **Title Policy.** At the Closing, Escrow Agent shall issue to Buyers, at Seller's expense, a standard owner's policy of title insurance ("Title Policy") in the amount of the Purchase Price insuring Buyers as the fee owners of the Property, subject to all Permitted Exceptions and standard exceptions relating to a standard owner's policy of title insurance. Buyers may, at their expense, obtain extended coverage and/or such endorsements for the Property as Buyers may reasonably request or require. Obtaining extended coverage and/or any endorsements shall not be a condition or contingency of the Closing.

7. **Entitlements.**

- 7.1 Buyers, at their sole cost and expense, shall have until the expiration of the Feasibility Review Period to determine the suitability of the Property for Buyers' intended purposes.

8. **Closing.**

- 8.1 **Time and Place.** The Closing for the Purchase and Sale Transaction shall take place in the offices of Escrow Agent on the Closing Date.

- 8.2 **Seller's Closing Deliveries.** At the Closing, Seller shall deliver, or cause to be delivered, to Escrow Agent and Buyers, as applicable:

- 8.2.1 A special warranty deed, or its equivalent in the state where the Real Property is located (the "Deed"), on Seller's approved form, fully executed and properly acknowledged by Seller.
- 8.2.2 An affidavit on Seller's approved form, fully executed and properly acknowledged by Seller, as required by Internal Revenue Code Section 1445(b)(2);
- 8.2.3 A settlement statement signed by Seller, which is reasonably acceptable to Seller and accurately reflects the payments, credits and prorations required herein; and
- 8.2.4 Such other funds, instruments and documents as may be reasonably requested by Buyers or Escrow Agent or reasonably necessary to effect or carry out the purposes of this Agreement; provided, however, that such funds, instruments and documents shall be subject to Seller's prior approval thereof, which approval shall not be unreasonably withheld.

- 8.3 **Buyers' Closing Deliveries.** At the Closing, Buyers shall deliver to Escrow Agent:

- 8.3.1 A settlement statement signed by Buyers, which is reasonably acceptable to Buyers and accurately reflects the payments, credits and prorations required herein;
- 8.3.2 Any funds required under this Agreement for closing costs, prorations, title policies, and/or other fees and expenses related to the Closing; and
- 8.3.3 Such other funds, instruments and documents as may be reasonably requested by Seller or Escrow Agent, or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents shall be subject to Buyers' prior approval thereof, which approval shall not be unreasonably withheld).

8.4 **Prorations and Closing Costs.**

- 8.4.1 Except as expressly set forth in this Agreement, each party must bear its own costs (including attorneys' fees) in connection with its negotiation, due diligence investigation and conduct of the Purchase and Sale Transaction. Seller shall pay the premium for standard coverage in connection with the Title Policy for the Closing.

Buyers shall pay the cost of the Survey, if any, and any extended coverage and/or endorsements that Buyers desire in connection with the Title Policy. Any and all recording fees, escrow fees and other customary closing costs shall be allocated between Seller and Buyers in the manner customary for commercial real estate transactions in the county in which the Property is located. City and County shall each pay one-half of the customary closing costs allocated to Buyers.

- 8.4.2 All real property taxes and assessments accrued for the current year shall be prorated between the parties as of Closing.
- 8.4.3 Payments to any and all utility and other service providers related to the Property shall be prorated between the parties as of Closing.
- 8.4.4 All transfer, proceeds, or other taxes (not including general state and federal income taxes of Seller, if any) imposed upon this transaction by any state or local entity shall be paid by Buyers.

8.5 **Possession.** Buyers shall be entitled to possession of the Property at Closing.

8.6 **Seller's Closing Condition.** CLOSING SHALL BE CONTINGENT UPON SELLER RECEIVING APPROVAL FROM SELLER'S GOVERNING CORPORATE COMMITTEES PRIOR TO THE EXPIRATION OF THE FEASIBILITY REVIEW PERIOD. BUYERS AGREE THAT THE FOREGOING CONDITION IS INTENDED SOLELY FOR THE BENEFIT OF SELLER AND IS A PREREQUISITE TO SELLER ENTERING INTO THIS AGREEMENT AND CLOSING THIS PURCHASE AND SALE TRANSACTION.

9. **Representations and Warranties.**

9.1 **Seller Representations.** Seller, to Seller's Current Knowledge, as of the Effective Date and again at the Closing, represents and warrants to Buyers that:

- 9.1.1 **Organization and Standing.** Seller is duly formed, validly existing and in good standing under the laws of the State of its formation. Seller has full power and authority to enter into and perform this Agreement and all documents, instruments and agreements entered into by Seller pursuant to this Agreement, and to carry out the transactions contemplated hereby and thereby. This Agreement has been executed, and such other documents, instruments and agreements have been or will be executed, by a duly authorized representative of Seller.
- 9.1.2 **Binding Agreement.** Upon Seller's execution of this Agreement, this Agreement shall be binding and enforceable against Seller in accordance with its terms, and upon Seller's execution of the additional documents contemplated by this Agreement, they shall be binding and enforceable against Seller in accordance with their terms.
- 9.1.3 **No Condemnation.** Seller has not received any written notice of condemnation or eminent domain proceedings with respect to the Property, and no condemnation or eminent domain proceedings or negotiations have been commenced in connection with the Property.
- 9.1.4 **No Litigation.** There are no current actions, suits, or proceedings at law or in equity before any judicial body or governmental agency affecting or involving the Property.

The warranties and representations by Seller set forth in this Section 9.1 shall survive the Closing and the recording of the Deed for same for a period of six (6) months. All claims for breach of such representations and warranties must be made during such six (6) month period. Notwithstanding any language to the

contrary in this Agreement, in no event shall any Seller Representative have any liability, personal or otherwise, for any warranties or representations set forth herein.

- 9.2 **Buyers' Representations.** Buyers, to Buyers's Current Knowledge, as of the date of this Agreement and again at Closing, individually and independently represent and warrant to Seller that:

- 9.2.1 **Organization and Standing.** For itself, each Buyer is duly formed, validly existing and in good standing under the laws of the State of its formation. Each Buyer, for itself, has full power and authority to enter into and perform this Agreement and all documents, instruments and agreements entered into by Buyers pursuant to this Agreement, and to carry out the transactions contemplated hereby and thereby. This Agreement has been executed, and such other documents, instruments and agreements have been or will be executed, by a duly authorized representative of each Buyers.
- 9.2.2 **Binding Agreement.** Upon execution of this Agreement by both the City and the County, this Agreement shall be binding and enforceable against Buyers in accordance with its terms, and upon Buyers' execution of the additional documents contemplated by this Agreement, they shall be binding and enforceable against Buyers in accordance with their terms.

The warranties and representations by Buyers set forth in this Section 9.2 shall survive Closing and the recording of the Deed for same for a period of six (6) months. All claims for breach of such representations and warranties must be made during such six (6) month period. Notwithstanding any language to the contrary in this Agreement, in no event shall any Buyer Representative have any liability, personal or otherwise, for any warranties or representations set forth herein.

10. **"AS IS" Purchase.**

- 10.1 **Disclaimer.** Except as expressly set forth in Section 9.1 above, Seller has not made, and Buyers acknowledge that Seller has not made, any warranty, certification, or representation, express or implied, written or oral, statutory or otherwise, concerning the Property, any portion thereof, or the Inspection Materials. Without limiting the generality of the foregoing, Seller has not made, and Buyers acknowledge that Seller has not made, any warranty, certification, or representation related to: (i) the condition of title to the Property; (ii) the nature, physical condition or any other aspect of the Property; (iii) the existence of Hazardous Materials in, on, about, under or affecting the Property; (iv) the compliance of the Property with any federal, state or local laws, ordinances, statutes, rules, codes or regulations (including, without limitation, any environmental laws or any zoning codes); (v) the size, dimensions or square footage of the Property; (vi) the fitness of the Property for any particular purpose (including without limitation the current use thereof); or (vii) the completeness, adequacy, truthfulness, or accuracy of the Inspection Materials.
- 10.2 **Acceptance.** SUBJECT TO THE EXPRESS TERMS OF THIS AGREEMENT, BUYERS ACKNOWLEDGE FOR BUYERS AND BUYERS' SUCCESSORS AND ASSIGNS THAT BUYERS WILL BE ACQUIRING THE PROPERTY BASED SOLELY UPON BUYERS' OWN INVESTIGATION AND INSPECTION THEREOF. SELLER AND BUYERS AGREE THAT, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 9.1, THE PROPERTY SHALL BE SOLD AND BUYERS SHALL ACCEPT TITLE TO AND POSSESSION OF THE PROPERTY ON THE CLOSING DATES "AS IS, WHERE IS, WITH ALL FAULTS" WITH

NO RIGHT OF SET OFF OR REDUCTION IN THE PURCHASE PRICE, AND THAT EXCEPT AS SET FORTH IN SECTION 9.1, SUCH SALE SHALL BE WITHOUT REPRESENTATION, CERTIFICATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, AND SELLER DOES HEREBY DISCLAIM AND RENOUNCE ANY SUCH REPRESENTATION, CERTIFICATION OR WARRANTY.

10.3 **General Release.** Buyers, on behalf of themselves individually and their respective successors, assigns and representatives, do hereby release Seller and Seller's employees, officers, directors, agents, representatives, managers, members, affiliates, parent companies, and the successors and assigns of each of the foregoing from any and all claims, actions, causes of action, demands, liabilities, damages, costs, expenses, or compensation whatsoever, including attorneys' fees, whether direct or indirect, known or unknown, foreseeable or unforeseeable, which Buyers may have at Closing Date or which may arise in the future on account of or in any way arising out of or connected with this Agreement. Buyers understand the significance of executing this Agreement and the general release of claims set forth in this Section 10.3.

10.4 **Material Inducement.** Buyers hereby agree and acknowledge that the terms and conditions of this Section 10 are a material inducement to Seller's sale of the Property, and that Seller would not sell or transfer all or any part of the Property to Buyers without Buyers' express agreement to the terms and conditions of this Section 10. All terms and provisions of all portions of this Section 10 shall survive the Closing and the recording of the Deed.

11. **Risk of Loss.**

11.1 **Risk of Loss.** Subject to the provisions of this Section 11 set forth below, the risk of loss with respect to the Property will be upon Seller with respect to any executory period related to this Agreement.

11.2 **Condemnation.** If a portion of the Property becomes the subject of condemnation proceedings, Seller shall notify Buyers of such proceedings, and this Agreement shall not terminate, but shall remain in full force and effect. In such event, at Closing (i) Seller shall pay to Buyers all condemnation awards or proceeds from any such proceedings or actions in lieu thereof received by Seller to the date of Closing; (ii) Seller shall assign to Buyers all of Seller's rights to defend such proceedings or actions in lieu thereof; and (iii) Buyers shall take the Property subject to any such proceedings. The Purchase Price shall not be adjusted or reduced for any such proceedings or for any land taken by condemnation, but rather the acreage for purposes of such calculation shall be the acreage of the Property prior to the condemnation. As used herein, the phrase "becomes the subject of condemnation proceedings" shall mean the service upon Seller of a formal notice of condemnation by a governmental authority with the power of eminent domain, specifying that all or a portion of the Property is subject to such proceeding or action.

11.3 **Casualty.**

11.3.1 **Minor Casualty.** If the Property shall be damaged by any casualty prior to Closing, and the loss in value to the Property because of such casualty (the "Casualty Loss Value"), as estimated by Seller in Seller's sole but reasonable discretion, is less than or equal to five percent (5%) of the Purchase Price, then this Agreement shall continue in full force and effect and the Closing shall occur as otherwise provided herein, without any adjustment to the Purchase Price.

11.3.2 **Major Casualty.** If the Property shall be damaged by any casualty prior to Closing, and the Casualty Loss Value, as estimated by Seller in Seller's sole but reasonable

discretion, is more than five percent (5%) of the Purchase Price, then either Seller or Buyers may elect to terminate this Agreement, by written notice to the other party given not more than ten (10) days after receipt of written notice from Seller to Buyers of Seller's estimate of the valuation loss, which estimate notice Seller shall give within thirty (30) days after the casualty. If neither party elects to so terminate this Agreement, then this Agreement shall continue in full force and effect and the Closing shall occur as otherwise provided herein, without any adjustment to the Purchase Price.

12. **Broker's Commission.** Except as disclosed below in Section 15, Buyers and Seller represent and warrant that they have not dealt with any broker or finder in connection with this Agreement or the Purchase and Sale Transaction. Buyers and Seller shall and do hereby each indemnify the other against, and agree to hold the other harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement or the Purchase and Sale Transaction based on any act by or agreement or contract with the indemnifying party asserted by anyone, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the other party on account of or arising from any such claim, demand or suit. Any brokerage agreement between Buyers and Seller with their respective broker(s) shall be memorialized by separate agreement; no brokerage fees or commissions shall be based on this Agreement.

13. **Remedies and Termination**

- 13.1 **Seller's Remedies.** In the event Buyers default in any of their agreements, covenants, representations, warranties or other obligations under this Agreement ("**Buyers' Default**"), Seller shall give Buyers written notice of such default and thereafter Buyers shall have ten (10) Business Days to cure such default (or such longer period if such is reasonably necessary in order to cure the default, not to exceed thirty (30) days, and then only if Buyers commence such cure within the initial ten (10) Business Day period, and thereafter, diligently pursues the cure to completion). Notwithstanding the foregoing, all time periods set forth herein in which Buyers must satisfy any condition, perform any act, or otherwise complete any task are not subject to any cure period. In the event that Buyers fail to timely cure Buyers' Default, Seller may: (i) waive the effect of such default and proceed to consummate the Purchase and Sale Transaction; (ii) cancel this Agreement and retain the Earnest Money, if any, in accordance with Section 4 of this Agreement; (iii) bring an appropriate action for specific performance of this Agreement; and/or (iv) otherwise seek any other right or remedy available at law or in equity.
- 13.2 **Buyers' Remedies.** In the event Seller materially defaults in any of its agreements, covenants, representations, warranties or other obligations under this Agreement ("**Seller's Default**"), Buyers shall give Seller written notice of such default and thereafter Seller shall have ten (10) Business Days to cure such default (or such longer period if such is reasonably necessary in order to cure the default, not to exceed thirty (30) days, provided that Seller commences such cure within the initial ten (10) Business Day period and thereafter diligently pursues the cure to completion). In the event that Seller fails to cure Seller's Default within the cure period, Buyers may, as Buyers' sole remedies for such Seller's Default: (i) waive the effect of such default and proceed to consummate the Purchase and Sale Transaction; (ii) cancel this Agreement in accordance with Section 13.3 below; or (iii) bring an appropriate action for specific performance of this Agreement. All rights and remedies contained in this Section 13.2 shall be non-cumulative and exclusive. In no event shall Buyers be entitled to any punitive, special, or consequential damages of any kind.
- 13.3 **Termination.** If Buyers or Seller elects to terminate this Agreement pursuant to a right granted herein, the terminating party shall give written notice of the termination to the other party and

Escrow Agent. Upon termination by notice as set forth in the preceding sentence, or upon an automatic termination in accordance with the terms of the Agreement, Escrow Agent shall disburse the Earnest Money, if any, in accordance with Section 4 above and return all documents deposited in the Escrow to the party who supplied the documents. Upon delivery of money and documents, this Agreement and the Escrow will be deemed terminated, and except as expressly provided in this Agreement, neither party will have any further liability or obligation under this Agreement. Upon termination of the Agreement because of a default by a party, the defaulting party shall be liable for and shall pay any escrow termination fees or costs; otherwise, upon any termination Seller and Buyers shall each pay half of any such fees and costs.

14. **Attorneys' Fees.** If there is any litigation between Seller and Buyers to enforce or interpret any provisions or rights under this Agreement, the unsuccessful party in such litigation, as determined by the court, shall pay to the successful party, as determined by the court, all costs and expenses, including but not limited to reasonable attorneys' fees, incurred by the successful party, such fees to be determined by the court sitting without a jury.
15. **Notices.** Except as otherwise required by law, any notice, demand, or request given in connection with the Purchase and Sale Transaction and this Agreement shall be in writing and shall be given by (i) personal delivery; (ii) recognized, national overnight courier service; (iii) United States certified mail, return receipt requested, postage or other delivery charge prepaid; or (iv) electronic mail. In all events, notice shall only be deemed given if properly addressed to Seller or Buyers as applicable, at the following addresses (or at such other address as Seller or Buyers or the person receiving copies may designate in writing given in accordance with this Section):

<p>SELLER THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole fka Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole</p> <p><u>Attention:</u> Real Estate Services Division <u>Address:</u> 50 East North Temple Street, 12th Floor Salt Lake City, Utah 84150 <u>Phone:</u> <u>Email:</u> Jeffrey.wayment@churchofjesuschrist.org</p>	<p>SELLER'S BROKER CBRE</p> <p><u>Attention:</u> Patrick Juhlin <u>Email:</u> Patrick.juhlin@cbre.com</p> <p>WITH A COPY TO Kirton McConkie <u>Address:</u> 50 E. South Temple Salt Lake City, Utah 84111 <u>Attention:</u> <u>Email:</u></p>
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<p>BUYERS Murray City Corporation</p> <p><u>Attention:</u> Kim Sorensen <u>Address:</u> 296 East Murray Park Lane Murray, Utah 84107 <u>Email:</u> ksorensen@murray.utah.gov</p> <p>And</p> <p>Salt Lake County Real Estate Manager 2001 South State Street, S3-110 Salt Lake City, Utah 84119 realestate@saltlakecounty.gov</p>	<p>WITH A COPY TO</p> <p><u>Address:</u> Salt Lake County District Attorney's Office <u>35 East 500 South</u> <u>Salt Lake City, Utah 84111</u> <u>Attention: Civil Division</u> <u>Email:</u> rpreston@slco.org</p>
<p>TITLE COMPANY</p> <p>Old Republic Title Hillary Morgan 898 North 1200 West, Ste 101 Orem, Utah 84057 801-753-7700 utcommercial@oldrepublictitle.com</p>	<p>ESCROW COMPANY</p> <p>Old Republic Title Hillary Morgan 898 North 1200 West, Ste 101 Orem, Utah 84057 801-753-7700 utcommercial@oldrepublictitle.com</p>

Notice shall be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery or electronic mail, on the date of delivery to the overnight courier service, if such a service is used, and on the date of deposit in the mail, if mailed. Notice shall be deemed to have been received on the date on which the notice is actually received or delivery is refused. Copies of all notices given to Seller or Buyers shall be given to Escrow Agent (provided, however, any omission on the part of either party to provide a copy of the applicable notice to Escrow Agent shall not affect the effectiveness of the notice if properly provided to the other parties as described above).

16. **Additional Acts.** The parties agree to promptly execute and deliver such other documents and perform such other acts as may be reasonably necessary to carry out the purposes and intent of this Agreement.
17. **Governing Law; Jurisdiction.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah.
18. **Business Days.** If this Agreement requires any act to be done or action to be taken on a date which is not a Business Day, such act or action shall be deemed to have been validly done or taken if done or taken on the next succeeding Business Day.
19. **Waiver.** The waiver by any party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted hereunder, nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.
20. **Survival.** Only where specifically so provided herein shall any of the covenants, agreements, representations, warranties, and indemnities set forth in this Agreement survive the Closing. Any such matters that survive Closing pursuant to the terms of this Agreement shall be subject to any time limitations set forth herein, and shall not merge into any deed, assignment or other instrument executed or delivered pursuant hereto. All claims for breach of the covenants, agreements, or warranties or for material misrepresentation and indemnity made in writing during the applicable time period limitation

shall survive such period.

21. **Counterparts.** The parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same agreement. Further, the parties shall treat a copy of an original signature to this Agreement for all purposes as an original signature. The parties shall consider a copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.
22. **Successors and Assigns.** Seller shall have the right to assign its rights and obligations under this Agreement to any entity to which it transfers the Property prior to Closing, provided such entity assumes Seller's obligations under this Agreement and thereafter notice of such assignment is given to Buyers. Buyers shall not have the right to assign, transfer or convey any of its rights, interests or obligations under this Agreement to any other person or entity, without Seller's prior written consent, which consent Seller may grant or withhold in Seller's sole discretion. Notwithstanding the preceding sentence, Buyers may designate a different entity to take title to the Property at Closing. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.
23. **Entire Agreement/Amendment.** This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein as of the date hereof, and supersedes all prior oral and written agreements, discussions, and understandings of the parties hereto as to the matters set forth herein and cannot be altered or amended except pursuant to an instrument in writing signed by both Buyers and Seller.
24. **Construction.** This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic, or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Seller and Buyers hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that provides in effect that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same.
25. **Interpretation.** If there is any specific and direct conflict between, or any ambiguity resulting from, the terms and provisions of this Agreement and the terms and provisions of any document, instrument or other agreement executed in connection herewith or in furtherance hereof, including any exhibits hereto, the same shall be consistently interpreted in such manner as to give effect to the general purposes and intentions as expressed in this Agreement, which shall be deemed to prevail and control.
26. **Headings.** The headings in this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement.
27. **No Third-Party Beneficiary.** No term or provision of this Agreement or the exhibits hereto is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation, or other entity not a party hereto (including, without limitation, any broker), and no such other person, firm, corporation, or entity shall have any right or cause of action hereunder.
28. **Severability.** If any provision of this Agreement or any portion of any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not alter the remaining portion of such provision, or any other provision hereof, as each provision of this Agreement shall be deemed severable from all other provisions hereof so long as removing the severed portion does not materially alter the overall intent of this Agreement.
29. **[Intentionally left blank]**

30. **Time of the Essence.** With respect to all dates and time periods set forth in this Agreement, time is of the essence and such dates and time periods shall be strictly enforced.

31. **Relationship Disclosure.** Buyers each individually hereby warrant and represent that they:

☐ does not have a personal, business, or other relationship to the Seller or affiliated corporations or groups other than the sale of the Property; or

☐ does have a relationship to Seller and is: (mark as applicable):

☐ a currently serving ecclesiastical leader of a unit of The Church of Jesus Christ of Latter-day Saints (the "Church") where the Property is located;

☐ an employee of the Seller or any Church entity;

☐ a relative of an employee of Seller or of any other Church entity; and/or

☐ a hired agent of the Seller or any Church entity.

Buyers's Initials: _____

The truth of the foregoing representations and warranties on and as of the Effective Date and on and as of the Closing Date shall be a condition precedent to Seller's obligations to sell the Property and otherwise perform under this Agreement. All representations and warranties by Buyers set forth in this Section shall survive the execution and delivery of this Agreement, the recording of the Deed and the Closing.

32. **Special Provisions.** Notwithstanding any provision in this Agreement to the contrary, to the extent there are any conflicts with the provisions of this Section 32, the provisions of this Section 32 shall prevail and govern:

N/A

33. **AUTHORITY OF COUNTY.** County is a body corporate and politic of the State of Utah. The signature of the Salt Lake County Mayor, pursuant to a resolution of the Salt Lake County Council, is required in order to bind Buyer. In the event this Agreement is first executed by an authorized representative of the Salt Lake County Real Estate Division, this Agreement is subject to ratification by the County Mayor and County Council. If the County Council decides, in its sole discretion, not to fund performance of County under this Agreement, County shall promptly notify Seller of said non-funding and County's termination of this Agreement. Provided, County terminates this Agreement prior to the expiration of the Feasibility Review Period due to non-funding by the County Council as set forth above, then County shall not incur any penalty. However, in the event County terminates this Agreement after the expiration of the Feasibility Review Period due to non-funding as set forth herein, then Seller shall have the right to keep and retain the Earnest Money contributed by County.

34. **GRAMA.** Seller acknowledges that this Agreement and other documents are subject to public disclosure by Buyers upon approval and ratification of this Agreement by their respective legislative bodies pursuant to the Utah Government Records Access Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101, *et seq.* If Seller deems any documents or portions of documents to be proprietary and protected, Seller must make those designations in accordance with GRAMA. Disclosure of any documents or portions of documents designated as proprietary by Seller will be pursuant to GRAMA and at the sole but reasonable discretion of Buyers. Notwithstanding the foregoing, subject to all applicable laws, regulations, and ordinances, including GRAMA, Buyers and Seller hereby agree that each shall use commercially reasonable efforts to keep and maintain all aspects, terms, and conditions of this Agreement and the Purchase and Sale Transaction confidential; provided, however, (i)

Buyers are hereby authorized to disclose the applicable aspects, terms, and conditions of this Agreement and the Purchase and Sale Transaction to the extent necessary for Buyers to obtain all approvals and consents of their respective legislative bodies and/or other applicable governing bodies that are necessary for the execution hereof and/or the performance hereunder and (ii) after the Closing, Buyers shall have the right to disclose prudent and reasonable terms and conditions of the Purchase and Sale Transaction so long as no financial information (including the Purchase Price) is disclosed to any party without such party properly requesting same through a formal GRAMA request except as necessary in planning, negotiating, and seeking approval for uses of the Property.

35. ETHICAL STANDARDS. To Seller's Current Knowledge, Seller represents that it has not knowingly: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (d) influenced, and hereby promises that it will not influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

36. CAMPAIGN CONTRIBUTIONS. Seller acknowledges the prohibition of campaign contributions by contractors to County candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances, 2001. Seller also acknowledges and understands this prohibition means that any person, business, corporation, or other entity that enters into a contract or is engaged in a contract with County may be prohibited from making certain campaign contributions to County candidates. Seller further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this Agreement. To Seller's Current Knowledge, Seller represents that it has not knowingly made or caused others to make any campaign contribution to any County candidate in violation of the above-referenced County ordinance.

37. GOVERNMENTAL IMMUNITY. The parties hereto acknowledge that Buyers are governmental entities subject to and bound by the provisions of the Utah Governmental Immunity Act, Utah Code Section 63G-7-101 *et. seq.*, and/or other similar laws, acts, and/or statutes (collectively, the "Immunity Act"). Notwithstanding any other provision above, the parties agree that Buyers shall only be liable within the parameters of the Immunity Act. Nothing contained in this Agreement shall be construed to modify the limits of liability set forth in that Act or the basis for liability as established in the Immunity Act.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, Seller and Buyers have executed this Agreement as of the Effective Date.

SELLER:

By:  
Michael Marcheschi (Jun 18, 2024 16:50 MDT) JW

Name: Michael Marcheschi

Its: Authorized Agent

Date: Jun 18, 2024

BUYERS:
MURRAY CITY COPORATION

By: _____

Name: _____

Its: _____

Date: _____

SALT LAKE COUNTY

By: _____

Name: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

G.L. Critchfield
Murray City Attorney

By: _____
Derrick L. Sorensen, Real Estate Manager
Salt Lake County Parks and Recreation

REVIEWED AS TO FORM AND LEGALITY:

R. Christopher Preston
Deputy District Attorney

ESCROW AGENT ACCEPTANCE

This Purchase and Sale Agreement (the “Agreement”), and the Earnest Money, are accepted and the Escrow is opened this ____ day of _____, 20___. Escrow Agent hereby agrees to act as the Escrow Agent, as defined in the Agreement, and to perform its duties in accordance with the provisions of the Agreement. Further, Escrow Agent agrees to act as “the person responsible for closing” the Purchase and Sale Transaction within the meaning of Section 6045(a) of the Internal Revenue Code of 1986, as amended, and to file all forms and returns required thereby.

ESCROW AGENT:

By: _____

Name: _____

Title: _____

LIST OF EXHIBITS

Exhibit A - Real Property Description

EXHIBIT A

REAL PROPERTY DESCRIPTION

Tax ID No. 21-23-328-001

Lot 47, MURRAY BLUFFS PHASE 2 SUBDIVISION, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder, State of Utah.

Land | For Sale

CBRE

Murray Residential Land

3.2 Acres for Sale

Download LOI
Form Here 

1193 West Winchester St
Murray, UT 84123

Call For Offers Due May 1, 2024

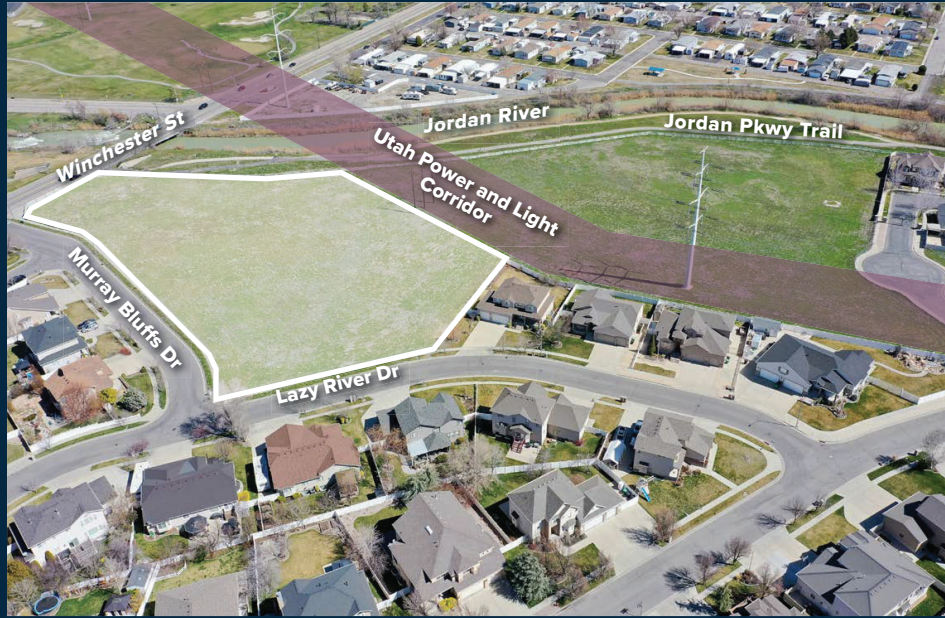
Submit to patrick.juhlin@cbre.com



Murray Residential Land

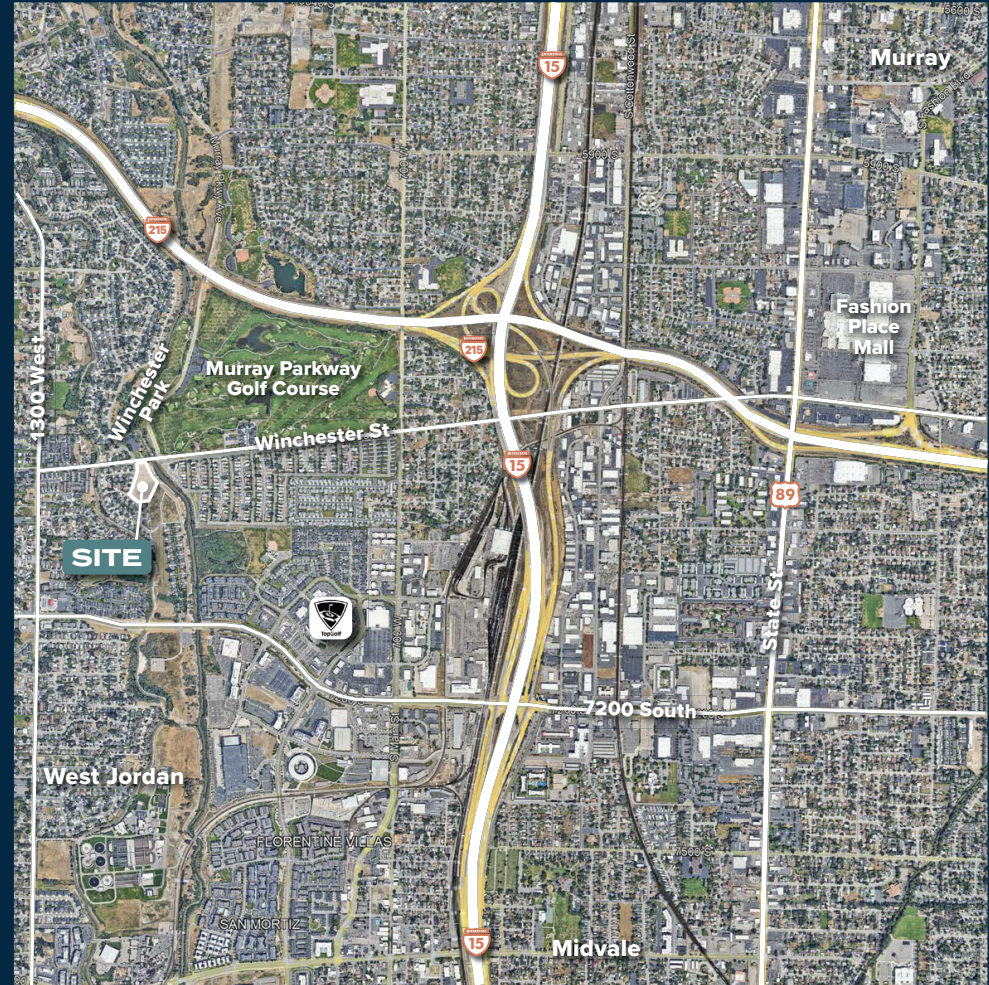
1193 West Winchester St | Murray, UT 84123

For Sale



Development Opportunity

CBRE is pleased to present a rare opportunity to purchase zoned, in-fill land that has great development characteristics with roads and utilities adjacent to the property in Murray, Utah. It is zoned for single-family, residential development with R-1-8 (minimum 8,000 SF lots). This area has much to offer in location and amenities. It borders the Jordan River and the Jordan River Parkway Trail. Fashion Place Mall and surrounding retail are minutes away. Winchester Park and Murray Parkway Golf Course are across the street and Top Golf is close by as well. I-15 and I-215 are easily accessible from 7200 South and Redwood Road.



3.2

Acres

\$1.7M

Sale Price

R-1-8

Zoning

Miles to

2

Interstate 15

2

Interstate 215

2

Fashion Place Mall

11

Salt Lake City

13

SLC Airport

Murray Residential Land

1193 West Winchester St | Murray, UT 84123

For Sale



- + 3.2 acres
- + Zoning: R-1-8 (Minimum 8,000 SF Lots)
- + Sale Price: \$1,700,000
- + Frontage to Jordan River & Jordan River Trail
- + Parcel: 21-23-328-001

- + Call for offer deadline: May 1, 2024
- + All buyers must submit on Seller's LOI document. [Click here to download.](#)
- + Submit LOI to patrick.juhlin@cbre.com

Contact Us

Patrick Juhlin

First Vice President
+1 801 869 8005
patrick.juhlin@cbre.com

Bruce Zollinger

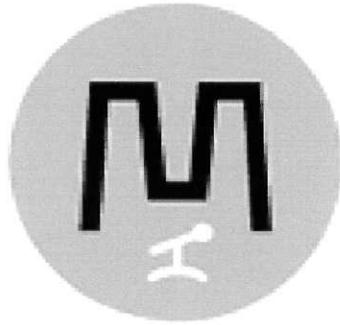
First Vice President
+1 801 869 8040
bruce.zollinger@cbre.com

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TERMS OF LISTING AND SALE ADDENDUM

ATTACHMENT 1

1. Any agreement for the sale of the property must be on the standard real estate purchase agreement of Client or its designated Affiliated Entity. If a purchaser desires to use any other form, the purchaser must obtain the consent of Client or its designated Affiliated Entity ("**Owner**"), and any offer to purchase made by purchaser will be subject to an addendum from Owner.
2. Owner will retain, as available, all subsurface rights, including, without limitation, all water, energy, and mineral rights pertaining to the property.
3. Owner will convey the property without warranty, except that as of the date of closing the transaction, the title of the property is free from encumbrances made or suffered to be made by Owner or by anyone claiming by, through, or under Owner, and none other, subject to: (a) the permitted exceptions, (b) any state of facts that an accurate and complete ALTA/ASCM survey, or equivalent, or physical inspection of the property might disclose, (c) all zoning regulations, restrictions, rules and ordinances, land use regulations, building restrictions, and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (d) reservations, easements, rights-of-way, declarations, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity.
4. Any purchaser of the property will be required to purchase the property subject to the terms and conditions of any and all leases or rental agreements existing on the property.
5. Sales of property contiguous to other property held or retained by Owner, and sales of existing church buildings, may include a contract and/or deed restriction regarding the use of the property, at Owner's discretion.
6. ALL PROPERTY SOLD BY OWNER WILL BE SOLD "AS-IS" "WHERE IS" AND "WITH ALL FAULTS" AND WILL BE SOLD WITHOUT REPRESENTATION OR WARRANTY AS TO FREEDOM FROM ENCUMBRANCES OR LIENS EXCEPT FOR THE WARRANTIES MADE IN PARAGRAPH 3 ABOVE. CONSULTANT AND/OR AFFILIATED BROKER WILL PROVIDE PURCHASER WITH A REASONABLE OPPORTUNITY TO INSPECT THE PROPERTY, AND PURCHASER WILL BE REQUIRED TO RELY SOLELY UPON ITS OWN INSPECTION OR REVIEW. AS A CONDITION OF SALE, THE PURCHASER WILL BE REQUIRED TO RELEASE AND INDEMNIFY OWNER FROM CLAIMS ARISING FROM THE CONDITION OF THE PROPERTY, EXCLUDING CLAIMS FOR PERSONAL INJURY ARISING BEFORE THE CLOSING DATE CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF OWNER, CLAIMS ARISING OUT OF CONTRACTUAL OBLIGATIONS TO THIRD PARTIES UNDERTAKEN BY OWNER PRIOR TO CLOSING THE TRANSACTION, AND FRAUD, GROSS NEGLIGENCE, OR INTENTIONAL MISCONDUCT OF OWNER.



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Mayor's Report And Questions



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Adjournment