

RESOLUTION NO. _____

DATE _____

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING
THE EXECUTION OF TWO PURCHASE AND SALE AGREEMENTS
REGARDING THE ACQUISITION OF PARCELS OF REAL PROPERTY
LOCATED IN SALT LAKE COUNTY

RECITALS

A. Murray City (the “City”) and Salt Lake County (the “County”) have identified two parcels of adjacent property to jointly acquire for use as a public park or open space.

B. The first parcel is located a 1130 West Saddle Bluff Drive, West Jordan, Utah, and is identified as Tax ID No. 21-23-327-006 (“Parcel 1”).

C. The second parcel is located at 1193 Winchester Street, Murray, Utah, and is identified as Tax ID No. 21-23-328-001 (“Parcel 2”).

D. The Salt Lake County Open Space Committee has recommended that the County acquire a shared interest in Parcel 1 and Parcel 2 and has authorized the use of Open Space Funds for that purpose.

E. The terms and conditions for the acquisition of Parcel 1 are contained in Purchase and Sale Agreement attached hereto as Exhibit A.

F. The terms and conditions for the acquisition of Parcel 2 are contained in the Purchase and Sale Agreement attached hereto as Exhibit B.

G. Each Purchase and Sale Agreement requires an earnest money deposit to be split equally by the City and the County, and the City and the County will pay equal shares of the purchase price for both properties.

H. It has been determined that the best interests of the County and the general public will be served by executing the attached Purchase and Sale Agreements. The execution of the Purchase and Sale Agreements will be in compliance with all applicable state statutes and county

ordinances.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the attached Purchase and Sale Agreements, attached hereto as Exhibits A and B and incorporated herein by this reference, are approved, and the Council hereby authorizes the Mayor to execute the Purchase and Sale Agreements on behalf of Salt Lake County and to sign any other documents required to complete the purchase of Parcel 1 and Parcel 2 and to deliver the fully executed documents to the County Real Estate Section.

APPROVED and ADOPTED this _____ day of _____, 2024.

SALT LAKE COUNTY COUNCIL

By: _____
Aimee Winder Newton, Chair

ATTEST:

Lannie Chapman
Salt Lake County Clerk

Council Member Alvord voting _____
Council Member Bradley voting _____
Council Member Bradshaw voting _____
Council Member Granato voting _____
Council Member Harrison voting _____
Council Member Stewart voting _____
Council Member Stringham voting _____
Council Member Theodore voting _____
Council Member Winder Newton voting _____

REVIEWED AS TO FORM AND LEGALITY:

R. Christopher Preston
Deputy District Attorney

EXHIBIT A
(Parcel 1 – Purchase and Sale Agreement)

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 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: rpreston@slco.org</u></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 COPROATION**

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.

EXHIBIT B
(Parcel 2 – Purchase and Sale Agreement)

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 COPROATION**

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.